

Shade Meeting

University Park Recreation District Board of Supervisors

September 17, 2025



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UNIVERSITY PARK RECREATION DISTRICT

SEPTEMBER 17, 2025

SHADE MEETING

ATTORNEY CLIENT SESSION

PLACE TAKEN: 8301 The Park Boulevard
University Park, Florida 34201

REPORTED BY: Jennifer Marie Sirois

TIME: 2:00 P.M.

BOARD OF SUPERVISORS: Sally Dickson
Steve Heitzner
Scott Huebner
Russell Piersons
David Murphy

DISTRICT ATTORNEYS: Mark P. Barnebey, Esquire
Fred E. Moore, Esquire
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DISTRICT MANAGER: Vivian Carvalho

MS. DICKSON: We're calling the special meeting of the Board at two o'clock. We'll do roll call.

MS. CARVALHO: Steve Heitzner.

MR. HEITZNER: Here.

MS. CARVALHO: Scott Huebner.

MR. HUEBNER: Here.

MS. CARVALHO: Sally Dickson.

MS. DICKSON: Here.

MS. CARVALHO: David Murphy.

MR. MURPHY: Here.

MS. CARVALHO: Rusty Piersons.

MR. PIERSONS: Here.

MS. CARVALHO: All are present.

MS. DICKSON: Okay. With that --

MR. BARNEBEY: Turn it over to me.

MS. DICKSON: -- I'll turn it over to counsel.

MR. BARNEBEY: Thank you.

This is, as requested at the prior meeting, this is a meeting to be held under the attorney-client session provisions available under Section 286.011(8) of Florida Statutes on this Wednesday, September 17, 2025. We are beginning at two o'clock p.m. We expect this to

1 last about 60 minutes at our request.

2 This meeting is being held in the
3 business offices located at 8301 The Park
4 Boulevard, University Park, Florida 34201. This
5 meeting shall commence in an open meeting, as we
6 have done, and then we'll move to an
7 attorney-client session. In attendance to the
8 district attorneys, Mark Barnebey and Fred Moore,
9 District Manager Vivian Carvalho, and we will
10 meet in private with the Board of Supervisors of
11 University Park Recreation District, Sally
12 Dickson, Steve Heitzner, Scott Huebner, David
13 Murphy, and Russell Piersons.

14 Our court reporter will be transcribing
15 the matter of the full proceeding to be made part
16 of public record, which we'll release at the
17 conclusion of the litigation for the purposes of
18 discussing settlement negotiations or strategy
19 session relating to litigation expenditures in
20 the following court case: Dean Matt versus
21 University Park Recreation District, SC2024-0990;
22 our Lower Tribunal Case Number 2024CA000252.

23 At the conclusion of the private portion
24 of the meeting, the meeting shall be then
25 reopened in public for conclusion of the meeting.

1 With that, we can move into private
2 session. There's no one in the room with us. So
3 we can move right into there, I guess.

4 MS. DICKSON: We don't need a motion or
5 anything like that?

6 MR. BARNEBEY: No.

7 MS. DICKSON: Okay. Great.

8 MS. CARVALHO: I stopped the recording.

9
10 *** ATTORNEY-CLIENT SESSION BEGINS ***

11
12 MR. BARNEBEY: We're now in attorney-client
13 session. So now I have a couple other things to
14 say.

15 I just want to remind you this will be
16 transcribed, so be very careful what you say.
17 This will become public at some point. Again, we
18 are limited in what we're going to talk about
19 related to the settlement negotiations or
20 strategy sessions related to the case of Dean
21 Matt versus University Park Recreation District.
22 So we can't go off topic there. If so, I will
23 try to bring us back on topic.

24 I also wanted to remind you that we do
25 have a court reporter. So please speak one at a

1 time and speak clearly. And if you have any
2 problems, Court Reporter, please let me know. We
3 will try to take care of that.

4 With that, I will turn it over to Fred
5 Moore, who is the lead litigator on this case.

6 MR. MOORE: Good afternoon, everybody. I
7 will start off with where things are, which is
8 essentially where they were the last time we were
9 here. I did print out the docket before I came.

10 We are well past one year of the filing,
11 which was July 8th of '24. We're coming up on
12 the year anniversary of the initial brief being
13 filed, which was filed at the end of September;
14 and then we answered the brief at the end of
15 October; Mr. Matt answered at the end of the
16 year, and here we sit.

17 We are supposed to be on expedited review
18 under the Bond Validation Statute, but what that
19 means is anyone's real guess.

20 I also printed out the court schedule so
21 I'm hopeful that something will happen now that
22 we're out of the summer recess. August, there is
23 no court at all. Then we have September picks
24 up. All of the oral arguments for September are
25 now over at the court. So I'm going to cross my

1 fingers and hope that means that they can direct
2 their attention to the outstanding briefs.

3 All of the oral argument dates are out.
4 Whether or not we're going to have oral argument
5 is still a big question mark. There has been no
6 order granting oral argument or denying oral
7 argument. The assumption at this point in time
8 is enough time has gone by that we're not on the
9 oral argument track, but we still could be
10 ordered to oral argument. Each of the oral
11 arguments are at the beginning of each month.
12 For October it's 5, 7, 8, 9, 10.

13 So if there was to be oral argument,
14 we're not going to be having it in October at
15 this point in time. I don't think that's
16 sufficient time for that notice to go out.

17 Then it's November 3, 4, 5, 6, 7; and
18 then December 8, 9, 10, 11, 12.

19 So those are the potential dates if we
20 are to do oral argument. I'm looking at it with
21 a positive spin. That tells me the beginning of
22 the month they're focused on these oral argument
23 track cases, but then they have the rest of the
24 month to look at any that are not on oral
25 argument. So that is the status of the court

1 case.

2 MS. DICKSON: I have a question.

3 MR. MOORE: Yes.

4 MS. DICKSON: I was reading where there
5 were two things that happened with the mandatory
6 review, from what I could read on the website.
7 One was that it's a mandatory review and then
8 there's a question of: If there's an oral
9 argument or if there is not, whichever way. One
10 of them, I think it's if there is not, then it
11 becomes a discretionary review. Or, it's the
12 other way around. Which made me think then
13 mandatory is out the window and discretionary
14 just puts it a big pile of everything else.

15 Am I confused on that?

16 MR. MOORE: They're all mandatory review by
17 the Supreme Court. What it is is if it goes the
18 nonoral argument route, it gets assigned to one
19 of the justices and they control it and then
20 eventually once they have it, sort of, vetted
21 out, then it gets sent around to all of the
22 justices for review and determination. Do they
23 agree with it? Do they want to write different
24 opinion? That is the nonoral argument route.

25 MS. DICKSON: So is there -- so do you know

1 the difference between mandatory review and
2 discretionary? This is in the rule about
3 mandatory reviews, and specifically about bond
4 validations. I'll send it to you.

5 MR. MOORE: I'll have to look at it. It's
6 been a while since I pulled up the brief
7 scheduling versus the oral argument scheduling.
8 But the way I interpret mandatory versus
9 discretionary is: I'm appealing to the Supreme
10 Court. The Supreme Court does not have to grant
11 me the right to be heard in the Supreme Court.
12 So that would be a discretionary.

13 Whereas a bond validation skips the
14 Appellate Court and it's mandatory that the
15 Supreme Court rule upon it.

16 That's my general understanding of
17 discretionary and mandatory, but this could just
18 be in reference to the track.

19 MS. DICKSON: I'm going to send it to you.

20 MR. MOORE: Please do.

21 MR. PIERSONS: I'm sorry, I probably didn't
22 hear you. You said we have an oral argument or
23 what is the other? Is that a decision is made?

24 MR. MOORE: Pretty much, yes.

25 MR. PIERSONS: So it's those two options.

1 MR. MOORE: Correct. I'm somewhat
2 surprised -- if we were going to have oral
3 argument -- and my reference is the District
4 Court of Appeals, not the Supreme Court here -- I
5 typically would have known by now which track
6 we're on. Yes, we're going to have oral
7 argument. It might be 90 days out, but I know
8 that we're having oral argument.

9 In this instance, I don't know why --
10 other than I'm going to make the assumption that
11 they're not granting oral argument. They're just
12 waiting and making a decision based on the briefs
13 that are in. But I don't have a crystal ball to
14 tell you for certain because we could next week
15 be told that we're going to be in the November
16 oral argument schedule.

17 MS. DICKSON: Okay.

18 MR. PIERSONS: Is this kind of an open
19 discussion?

20 MR. MOORE: I was going to catch everybody
21 up-to-date.

22 So after the last meeting Mr. Piersons
23 and I spoke. Mr. Piersons did speak with
24 Mr. Matt about potential: Can we resolve our
25 disputes with you? He seemed to be open to it.

1 I had a meeting with him. He presented several
2 options. One of them was not resolving the bond
3 validation. So in my mind, it was shut down.

4 Mr. Piersons, I let him know this, he
5 followed back up with Mr. Matt. Whether he
6 convinced him or change of heart, Mr. Matt and I,
7 and actually Mr. Piersons, met for coffee one
8 morning to go back over some of the points that
9 had been raised and to make it clear that the
10 only reason to settle at this time is to settle
11 bond validation. If it also settles these other
12 claims, great. It's hard for us to know what
13 we're settling if we don't know what those claims
14 are. He's not really presented, he's not sued,
15 he's just made threats that these claims exist.

16 I thought that it was a fairly good
17 meeting, actually, with him; for what it says.
18 There were some bullet points that we came out of
19 at that meeting. I was taking them back and
20 looked into a couple of them to see how we can
21 make them work. Quite frankly, the reason I
22 haven't flushed out more is I'm stuck on a piece
23 of it.

24 What I'll tell you is there are four main
25 parts -- and then I'll turn it over to

1 Mr. Piersons so he can fill in --

2 MR. PIERSONS: Just a question.

3 MS. DICKSON: I have a question.

4 MR. PIERSONS: Go ahead. I'll hold it to
5 the end.

6 MS. DICKSON: I didn't realize...

7 MR. PIERSONS: Those four bullet points,
8 can't we, the Board, like here --

9 MR. MOORE: We can talk about them, yes.

10 MR. PIERSONS: -- discuss these points?

11 MR. MOORE: That's the whole --

12 MR. PIERSONS: That's what I thought we
13 were doing.

14 MS. DICKSON: So my question is: Were you
15 in both meetings where he first went over his
16 four points and then you went back again and went
17 over the four points?

18 MR. MOORE: The first meeting wasn't the
19 four points, but I've been at both meetings.

20 MS. DICKSON: So there were two meetings?

21 MR. MOORE: Two meetings, correct.

22 MR. PIERSONS: I was at one.

23 MR. MOORE: One in early July and one at
24 the end of July/beginning of August.

25 MS. DICKSON: You were only at one of them?

1 MR. PIERSONS: Yes.

2 MS. DICKSON: And then you met with him
3 separately?

4 MR. MOORE: I met with Mr. Matt at the
5 beginning of July separately. I got back from
6 vacation, Mr. Piersons had spoke with Mr. Matt a
7 couple of times, and we did set up a meeting for
8 Mr. Matt and myself to go over some of the points
9 that were raised and his discussion with
10 Mr. Piersons.

11 He, for the most part, stuck to those
12 points. But the one sticking point was: It
13 didn't resolve the bond validation.

14 MS. DICKSON: So the points you're going to
15 go over now are points that only you, Dean Matt
16 and Rusty had seen, and Mark?

17 MR. MOORE: Correct.

18 MS. DICKSON: No one else has seen these?

19 MR. MOORE: Correct. I'm going to give you
20 the very high level piece and then we can talk
21 about each one and what it --

22 MR. HEITZNER: Are there multiple points
23 within the four points?

24 MR. MOORE: The issue with the guess -- and
25 that's the detail that is the difficult part of,

1 actually, in my mind, getting these four points
2 down to something that would be manageable both
3 for Mr. Matt, but also from the District.

4 MR. PIERSONS: Fred, I made copies of those
5 points if you want me to pass them out, if
6 they're the same ones you have, unless you
7 changed them.

8 MR. MOORE: I have those points but I have
9 notes. I'm going to look to you: Do we want to
10 have documents?

11 MR. BARNEBEY: I prefer not at this point.

12 MS. DICKSON: We can take notes?

13 MR. BARNEBEY: Yes, you can take notes.

14 MR. MOORE: The first point is the creation
15 of -- it started off as sort of a governance
16 committee, but it's changed to more of a --
17 through discussion -- what's kind of being called
18 a Board ombudsman related to governance.

19 Mr. Matt would like to be this ombudsman if we
20 can create such an office.

21 So if it is set up, I would say it's set
22 up in a general sense and Mr. Matt may or may
23 not, if you all settle, be that first ombudsman.
24 But I would set it up with the thought in mind
25 that it's not a role for Mr. Matt. It's a role

1 that Mr. Matt may fill but would then continue on
2 into the future.

3 MR. HEITZNER: Hold on. So what he's
4 proposing is that we create this ombudsman
5 position and that he is the ombudsman. He's not
6 saying: Let's create the ombudsman position and
7 anybody can fill that role. He will fill that
8 role.

9 MR. MOORE: His starting point is he would
10 be that person. Am I incorrect on that?

11 MR. PIERSONS: No, he would like to fill
12 that role. If I can add to that point -- and
13 this is what I took from the comment -- at first,
14 as you said, Fred, it was a committee; and then
15 it converted into an ombudsman. Which, I think,
16 if we're going to get into discussion points,
17 that he would be open for a committee. And
18 partially, that's where I'd stand if we were
19 going to do something like that. He wouldn't
20 have it alone.

21 But I think he was just groping on that,
22 as he was these other things, so he's looking for
23 feedback on it. That's what I took on it that
24 he's looking for feedback.

25 MR. MOORE: Yes. I think he's looking for

1 feedback. I think he wants to be that person.

2 MR. PIERSONS: Yes. He wants to be tied to
3 governance.

4 MR. MOORE: And whether or not, if that was
5 something agreeable to the Board, him serving
6 that role would be agreeable; or whether letting
7 somebody else serve in that initial role. That's
8 a question mark.

9 But one of his big things is really he
10 wants to have the ability to have someone
11 critique the Board -- I don't want to use the
12 word "governance" -- but critique board meetings
13 is the best way I can say it.

14 How did the Board operate? How did it
15 allow, whether it's citizens or vendors, to
16 operate within the board meeting? And how did
17 the Board members frankly treat people?

18 That was my understanding of -- and to be
19 able to call out the issues.

20 MR. PIERSONS: I think the real factor is
21 he inferred that he'd like to be involved --
22 inferred -- that he would like to be involved
23 with governance. As I said, he went over to
24 ombudsman. Either way, he'd like to be involved
25 with governance.

1 Okay. So now I'm ad-libbing a little bit
2 here. If we created a three or four person --
3 even if it was an advisory council -- that we put
4 him on that council. He understood -- because I
5 think I actually said it -- he doesn't have it
6 permanently. It's turnover like everything else
7 is.

8 So wasn't speaking for the Board. Just
9 made the comment. I didn't get any sense of
10 resistance, but he'd like to start there.

11 MR. HEITZNER: So is this an advisory
12 capacity to the Board?

13 MR. MOORE: It is an advisory capacity.

14 MS. DICKSON: As opposed to adversary,
15 which sounds more like it, with critiquing the
16 board meetings, how we operate. So it would
17 basically be him continuing to do what he does
18 now.

19 The other thing is: If he were given a
20 spot on this committee or advisory group, then
21 that would fly in the face of his objections to
22 non-transparency and not having things open to
23 everybody in the community.

24 So I see a couple of big issues with
25 that.

1 MR. MOORE: While I use the word "critique"
2 -- and that can be taken negatively -- I would
3 also suggest that it could be a positive
4 critique:

5 Hey, the Board did this last time, which
6 was taken very well by the citizens.

7 I see this position being a way to have
8 more than three minutes of public comment.

9 MS. DICKSON: Wow.

10 MR. HEITZNER: Do we have some examples of
11 similar clubs that have this?

12 MR. MOORE: This is why I've had such a
13 hard time trying to create, sort of, the terms to
14 that bullet point: No. We talk about governance
15 in this situation. This is an elected board as
16 opposed to a lot of the Boards I serve on,
17 nonprofits. It's easy to have a governance
18 committee or governance, because we're not really
19 elected. It's really governance who is getting
20 us appointed, getting us involved.

21 So I'm still trying to line up things
22 here for point number one.

23 MR. MURPHY: Can we hear the rest of the
24 points?

25 MR. MOORE: Yes.

1 Second one --

2 MR. MURPHY: I just want to get a sense of
3 the big picture. We can talk about this one all
4 afternoon.

5 MR. MOORE: And that is the -- number one
6 is the biggest.

7 MR. MURPHY: I'd just like to hear the
8 rest.

9 MR. PIERSONS: I think David is right. If
10 you could just highlight all four points and then
11 we can go back and...

12 MR. BARNEBEY: I have one comment. Not
13 that it can't be done, I'm just not aware of any
14 elected body that has that set up, period. Now,
15 not that it can't be done.

16 MR. MURPHY: Let's hear the others.

17 MR. MOORE: Number two is: Business plan
18 initiation. PDM management report to board
19 members, committee report to Board on monthly
20 update at board meetings.

21 So what he's really looking for here is
22 to have that business plan that was to be put in
23 place much more out front for how the Board
24 operates.

25 MR. MURPHY: I don't understand what that

1 means.

2 MR. MOORE: Well, we have in the -- the
3 charter, I believe it is, requires us to have
4 five-year plan. So the business plan initiative
5 -- and I want to say it was points -- look to
6 you, Mr. Piersons, 8 and 9 from that plan that
7 was his main focus?

8 MR. PIERSONS: Say that one more time.

9 MR. MOORE: With regard to the business
10 plan, his main focus was on points 8 and 9 or 9
11 and 10?

12 MR. PIERSONS: They were 8 and 9...

13 MR. MOORE: From this draft business plan
14 that had been circulated.

15 MR. PIERSONS: I know. I'm trying to
16 remember what 8 and 9 are. What were they
17 specifically?

18 MR. MOORE: I don't have that in my notes.

19 MS. DICKSON: Are you talking about the
20 proposed plan from the business plan advisory
21 group?

22 MR. MOORE: Yes.

23 MR. HEITZNER: Which is different --

24 MS. DICKSON: We move on from that and we
25 are the strategic planning group -- committee.

1 So he's talking back to that. And then there's
2 two points in there, 8 and 9, I don't know what
3 they are.

4 MR. PIERSONS: I don't either.

5 MR. MOORE: I don't remember off the top of
6 my head.

7 MR. PIERSONS: I do think he was
8 emphasizing the business plan and felt that we
9 needed to operate with a business plan in place.
10 That that was -- I'm going to say it this way.
11 Tell me if I'm wrong.

12 I think he felt like we pushed the one
13 business plan through, which was the financials
14 of Johns -- whatever -- versus the business
15 planning team -- not saying that he was for that
16 either -- and then we just didn't have a real
17 business plan. So he's in favor of a true
18 business plan for the Board.

19 MR. MURPHY: What's number three.

20 MR. MOORE: Number three is a statement
21 from the parties essentially -- trying to put
22 this in a way that --

23 MR. MURPHY: Come on.

24 MR. MOORE: We'll loosely call it an
25 apology letter. It's more of a win-win statement

1 acknowledging rights and wrongs on all sides.

2 MR. PIERSONS: Did he really say a letter?
3 I didn't take it from a letter. I mean, I think
4 -- the way I took it at the end of the discussion
5 was that: Yes, he'd accept a win-win and we can
6 present it how we wanted to, but he would like to
7 see it.

8 MR. MOORE: Well, whether it's a letter
9 that goes out or a statement, in my mind --

10 MR. PIERSONS: Statement is a lot easier
11 than a letter.

12 MR. MURPHY: Turns into a letter. Whoever
13 reads the statement, it gets printed and
14 circulated.

15 MS. DICKSON: It's a statement. Written or
16 verbal, it's a statement.

17 MR. MOORE: Whoever is reading the
18 statement or stating the statement is probably
19 going to be reading it because it's going to be
20 highly --

21 MR. MURPHY: Circulated.

22 MR. MOORE: Yes.

23 Last: Let the bond fall as it may. But
24 as we left the meeting, he seemed to be inclined
25 that, yes, he would drop the appeal if we were

1 able to move forward, particularly on the
2 business plan. His biggest objection seems to be
3 spending 20 million dollars, essentially all at
4 once, he'd rather look at the club, determine
5 what needs to be updated/renovated, what doesn't
6 need to be renovated. And quite frankly, what
7 should be based on -- or updated based on
8 usage --

9 MS. DICKSON: So basically repeat the last
10 five years of the work that was done that led us
11 to the plan in the first place?

12 MR. PIERSONS: Right.

13 MR. HEITZNER: All right. So the fourth
14 one is simply -- fourth one is not really a
15 request. If we answer the first three things,
16 he's willing to drop the appeal?

17 MR. MOORE: If we agree on the first three,
18 then we should be able to get him --

19 MR. PIERSONS: I agree with that.

20 You said specifically I would put this in
21 writing and he said yes.

22 MR. MOORE: Yes.

23 The fourth one, really, I think we get
24 him dropping it based on the second point, which
25 is making it clear what is, what isn't going to

1 be done, and then we're going to follow a plan.

2 MR. MURPHY: I think you said earlier this
3 list of conditions only applies to the bond. It
4 does not take the various threats of litigation
5 that he issues on a fairly regularly basis off
6 the table.

7 MR. MOORE: As part of this we discussed a
8 full release.

9 MR. PIERSONS: Exactly. Everything.

10 MR. MOORE: Of all claims up to this point.

11 MR. MURPHY: Up to this point. He hasn't
12 made the claims. He's made threats of claims.

13 MR. MOORE: Well, a release up to this
14 point, whether he made the claim or hasn't made
15 the claim, a release would release all known and
16 unknown claims to him. So it wouldn't matter
17 whether or not we know what his claims are. He's
18 releasing anything that may exist as of this
19 date.

20 MR. MURPHY: But to the extent we don't
21 know what his claims are -- right. We don't know
22 what's going to surface. When he shows up and
23 threatens us with crispy and extra crispy, we
24 don't know what that alluded to. So we have no
25 way of knowing going forward whether he

1 resurfaced one of the old claims or not.

2 MR. MOORE: No, because it's going to be
3 based on a date of action.

4 MR. MURPHY: Correct.

5 MR. MOORE: Let's say he's going to claim
6 breach of a public records and I'm going to sue
7 you guys for failing to provide public record;
8 well, that request was two months ago. So the
9 release that he signs tomorrow would release that
10 whether we knew that was going to be a claim or
11 not.

12 If someone said something that he thinks
13 was defamatory and he's going to sue someone for
14 defamation, the date of that statement that
15 predates the agreement is all that we need to
16 know because he would not be able to bring a
17 claim related to that statement because it
18 predates the signed agreement.

19 That's not to say the day after the
20 agreement is signed someone goes and says
21 something defamatory that he can't bring that
22 claim. But everything from the date --

23 MR. MURPHY: Anything going forward that he
24 perceives to be a grievance is not covered by
25 this?

1 MR. BARNEBEY: Right.

2 MR. PIERSONS: Based off of David's
3 comments can't make it extended or can we not do
4 that?

5 MR. MOORE: You can't.

6 MR. PIERSONS: How about if we tied it to
7 -- I'm just asking -- did something with the
8 governance as long as he's affiliated with an
9 advisory group.

10 MR. MOORE: Could you put in there that he
11 could be terminated from that? But all you're
12 going to do is you're adding, in my opinion, fuel
13 to the fire. Look what they did, I raised this
14 issue as part of my job, and now I've been
15 terminated --

16 MR. MURPHY: For retribution.

17 MR. MOORE: That would be my only concern
18 trying to put this language into --

19 MR. BARNEBEY: Because we're talking about
20 the bond validation, this is one of the
21 settlement issues to get rid of the bond
22 validation, I want to make sure that's clear:
23 The district is the only party -- I want to make
24 sure I'm right about this -- the District is the
25 only party to this proceeding. And therefore,

1 any claims against individuals would not
2 necessarily be included in that matter, unless we
3 specifically put that in there.

4 MR. MOORE: That is correct. I mean, it
5 would be the District. It would be things that
6 are said on behalf of the District, if we were
7 talking about defamation, but releases can be
8 drafted to be broader.

9 MR. PIERSONS: Right.

10 MR. MOORE: But it depends on --

11 MR. PIERSONS: I thought you even said
12 that.

13 MR. MOORE: It can be written broad to
14 where its affiliates, representatives, agents,
15 attorneys, insurers. You could put all of that
16 in there and it would be a catch-all and that
17 would release anything for all of those catch-all
18 individuals and ultimately lead to the --

19 MR. PIERSONS: That's what I understood
20 from your discussion.

21 MR. MOORE: -- dismissal of the bond.

22 MR. HUEBNER: I have an observation here.
23 Even after our last meeting, I went through a
24 whole bunch of e-mails we received from Mr. Matt.
25 In here he describes three of these points in his

1 own words and a dispute with our general manager.
2 I don't know if they would give us a good place
3 to look at how he phrased it using his own words.
4 Am I making sense?

5 MR. MOORE: I think I recall seeing some of
6 these.

7 MR. HUEBNER: August 25th he sent this out
8 and these are his three points when he was
9 addressing the general manager. It seems to me
10 they're pretty much what we just discussed, but
11 he wrote them. If we stay close to these things
12 we might be close to being able to settle
13 something, is what I'm saying.

14 MS. DICKSON: How did he preface that list?
15 Because I don't have it.

16 MR. HUEBNER: It was on one of the many
17 e-mails.

18 MR. PIERSONS: Was that his response to
19 John?

20 MR. HUEBNER: Yes.

21 MS. DICKSON: How does he get into that?
22 Before he goes one, what does he do?

23 MR. HUEBNER: "Hi John, I'm going to
24 decline your invite to lunch. When we spoke with
25 the attorney over four weeks ago, I offered just

1 a few conditions under which I would drop the
2 appeal."

3 So that part of it he's offering up right
4 there.

5 "An apology to residents for
6 numerous -- "

7 MS. DICKSON: Now this is one, two, three?
8 Now he gets into --

9 MR. HUEBNER: Yes.

10 MS. DICKSON: Okay. So he's identified
11 this as his --

12 MR. HUEBNER: "Actions by you, PRD.

13 2. Establishment of a governing
14 ombudsman to attend BOS meetings, not just a
15 committee.

16 3. Having county club operations
17 reported directly to the Board."

18 That's what -- those were his words. So
19 it would move the appeal if we can comply or get
20 as close to these things as possible and include
21 the protection that's not just RD, but all
22 members that -- full release would be included.

23 MR. MOORE: Correct.

24 MR. MURPHY: Once we hear from the Supreme
25 Court and if they're favorable, then this

1 discussion and negotiation becomes, what, moot
2 because --

3 MS. DICKSON: Not if you sign something.

4 MR. MURPHY: No. No. No. I'm saying is
5 to the extent we don't go forward with these, a
6 favorable ruling by the Supreme Court certainly
7 would allow Dean Matt or anybody else to bring
8 whatever action they choose against us going
9 forward, but the bond would be approved and --
10 which is the impediment that all these terms are
11 offering to remove?

12 MR. MOORE: Correct.

13 MR. MURPHY: Since it's been a year since
14 the first brief was filed, we know we have to be
15 closer to a decision than not. I believe we're
16 going to get a favorable decision, unless there's
17 new arguments that weren't presented to the lower
18 court. So to me this is very 11th hour and I'm
19 not sure why we would entertain this after
20 waiting a year. I think I would be much more
21 willing to entertain a discussion 11 months ago,
22 but our calendar has already been messed up,
23 projects have been delayed, and this is the 11th
24 hour.

25 So from a negotiating standpoint, I

1 don't -- I personally am not interested.

2 MR. PIERSONS: Just a question on that
3 point of what David made, which I think are all
4 good points. But is it an assumption that we are
5 closer or could it still be longer? I mean, it's
6 a question.

7 MR. MOORE: I'm looking at my crystal ball
8 and it's telling me I don't know. Logically, we
9 are closer today than we were on July 8th.

10 MR. PIERSONS: Makes sense.

11 MR. MOORE: Because the life of an appeal
12 that I've found in my experience is generally
13 anywhere from 10 to 14 months. That's at the
14 District Court of Appeal. That's what I
15 generally have found with my appeals or defending
16 appeals.

17 So on that basis, we are much closer.
18 What we don't know is, is it sitting on a
19 justice's desk because there's an interesting
20 legal issue that could be briefed?

21 I'll give you an example. This whole
22 creating the record rule: I've talked to many of
23 an appellate attorney and many of them were like,
24 I didn't know that rule existed. Because one of
25 the things strategy, particularly for summary

1 judgment type hearings, is you don't bring a
2 court reporter if you know you're not going to be
3 appealing. Because that would be the only reason
4 to have a court reporter is to make sure the
5 record is there.

6 So there wasn't a lot of law on creating
7 this record like we ended up having to do. So
8 perhaps they want to write something about that.

9 Another issue would be this argument he
10 has on the language in the bond indenture where
11 we're not -- the uncertainty, I should say, in
12 the bond indenture that says perhaps we cannot
13 issue other bonds, which has now been corrected,
14 but at least as of that date, that language was
15 in there. Perhaps they want to write something
16 more about collateral arguments to bring more
17 clarity to people.

18 So that could be a reason.

19 Perhaps -- there's not lots of clarity
20 and I think there's a reason for that on how you
21 determine the value that the bond is bringing to
22 all of the parcels.

23 So those are reasons why it may be taking
24 longer because there are particular issues.
25 Because the easiest thing to do would be to

1 affirm the lower court's ruling.

2 MR. BARNEBEY: Let me say one other thing,
3 which I say in any case, this is an opportunity
4 to get clarity and move ahead and knowing what
5 the answer is. So there's -- a settlement allows
6 that opportunity.

7 MR. MURPHY: Of course.

8 MR. BARNEBEY: So you have uncertainty as
9 to what the answer might be if you get to the
10 courtroom. Having said that, you also have to be
11 comfortable with what the terms of the settlement
12 are.

13 So those two things are put together. If
14 it was: For one dollar, I'll release the appeal.
15 That would be a much simpler discussion. But
16 there are points here that Dean Matt has raised
17 that he would like to see in the settlement.
18 Some of them are a little amorphous. But those
19 are the sort of things you need to look at and
20 see if there is any basis for settling at this
21 point.

22 MR. PIERSONS: Adding to your point, Mark,
23 the first point you made, the other thing that it
24 does do is it eliminates any previous whatever
25 claim he claims he had, whatever it is, they're

1 all eliminated. Gone.

2 MR. BARNEBEY: If the release is that way.

3 MR. PIERSONS: Personal --

4 MR. HUEBNER: In the uncertainty that
5 exists with waiting for a court to make a
6 decision, is it possible that the court could
7 rule against us or rule in a way that put up
8 guardrails that are more restrictive than what we
9 currently have? Guidelines or anything?

10 MR. MOORE: No. Basically what they can do
11 is overturn the trial court's judgment, again,
12 the four elements we're required to hit and say
13 we didn't meet one of them. If that happened we
14 go back to the trial court. We need to say: Did
15 we simply -- did we have the facts but we didn't
16 present them to the judge to where you would have
17 another hearing and present those facts? Of
18 course that doesn't mean he wouldn't appeal that
19 to the Supreme Court.

20 Or, is it an issue that we didn't check a
21 box when we were putting the bond together, and
22 because we didn't check that box we need to go
23 back before the validation proceeding and check
24 that new box to have the bond issued?

25 MR. HUEBNER: Okay.

1 MS. DICKSON: Essentially, we can -- one
2 scenario: If we get knocked back and they said:
3 This is wrong, this is wrong, so we're not going
4 to validate this. We can go back and do an
5 entirely new bond issue, correct whatever was
6 insufficient or was objectionable, have it all to
7 the letter and go through the process again?

8 MR. MOORE: Correct.

9 MS. DICKSON: Nothing prohibits us?

10 MR. MOORE: Nothing prohibits. Good
11 example would be the language in the bond that
12 perhaps we couldn't have a second bond issued.
13 Now that language has been removed, so I
14 understand it.

15 The Supreme Court says: No, this is not
16 a collateral issue. Therefore, we think it
17 should have been addressed. It wasn't addressed.

18 And now we would have to go back and say:
19 Public, we have the authority to do so. It is
20 not language in our bond. Will you vote for the
21 bond?

22 MR. PIERSONS: We have to revote?

23 MR. BARNEBEY: Maybe. We don't know.
24 Depends on -- we don't know because we don't have
25 a decision.

1 MR. MOORE: Depends on how they rule on
2 that issue in and of itself.

3 MR. BARNEBEY: Because it was -- just for
4 the record. It was changed, I think, before we
5 had the bond validation hearing. So we don't
6 know what --

7 MR. PIERSONS: I got you.

8 MS. DICKSON: I feel like probably the
9 detriment to him is if we had done this 11 months
10 ago, we wouldn't have 11 months of diatribes and
11 strange language and bizarre accusations and
12 conspiracies and all of this reams and reams of
13 -- including what we got today. So, you got it.
14 It's in your e-mail. It's in response. Another
15 accusation or whatever.

16 So I think that's probably the biggest
17 downside.

18 Looking at all of that, including
19 write-ups of minutes, why would we believe
20 anything from someone who, if he's proven wrong,
21 he finds another angle and he goes after it? I
22 think there's not a shred of trust to put into
23 dealing with somebody that -- I just can't even
24 fathom trusting any decision that would be made
25 that would be signed on that would end -- it

1 might end the appeal, but it doesn't change
2 anything else going forward. I don't think that
3 will change anything.

4 That's my observation.

5 MR. MOORE: I'm not --

6 MR. PIERSONS: Let me ask Sally a question.

7 Hearing what you said, I think, so
8 there's no benefit in us, meaning the Board, to
9 come back to him with revised points and saying:
10 Here is what we're willing to accept?

11 MS. DICKSON: I feel like we could go back
12 and say: Hey, you know what, we looked at your
13 points. And in fact, by putting together our
14 finance committee and our strategic planning
15 committee, they will combine. Instead of having
16 a business plan that wasn't based on a strategic
17 plan, we will be putting that in a much more
18 formalized way than we had before. So yes, we
19 are going to address that.

20 We can go back and say: You know in
21 terms of governance, blah, blah, blah, putting
22 together an advisory -- whatever it is. And so
23 we're going to do that.

24 I mean, I think those are clarifications
25 as to the process and as we're evolving and blah,

1 blah, blah. Not admitting wrong, because there's
2 no wrong. It's saying: Yes, we recognize and
3 that's why we've instituted plans to do these
4 things to formalize a lot of things that in our
5 first four years were just sort of getting used
6 to the new reality.

7 MR. HEITZNER: It's a bit of a statement to
8 say we have an elected Board who is responsible
9 for governance to then go out and hire a
10 babysitter to watch over that Board. It's like
11 I'm the CEO of a company and I have a Board of
12 Directors and then we're going to hire another
13 Board to oversee the Board.

14 MR. PIERSONS: I agree with you on the
15 ombudsman part. But you could have a committee
16 that does the governance and gives us
17 recommendations, et cetera.

18 MS. DICKSON: Anybody can give us
19 recommendations at any time.

20 MR. PIERSONS: They can.

21 MS. DICKSON: It would have to be really
22 clarified as to: What do you mean?

23 MR. PIERSONS: Again, it's directed by us.

24 MS. DICKSON: We are the governance. I
25 think that's your point. Yeah.

1 MR. MOORE: Now you see where I've been --

2 MS. DICKSON: Oh, yeah.

3 MR. MOORE: Number three: The apology,
4 win-win statement. I chicken scratched that out.
5 I can make that feel good for both sides. That
6 was relatively simple.

7 MS. DICKSON: I don't think you can. Not
8 from my perspective.

9 MR. MURPHY: Not for me. You won't get
10 that from me. He has -- nobody who has ever
11 served in any role of authority at this club,
12 predating his moving here, was competent or did a
13 good job or made a good decision. Every deal was
14 bad. Every individual, including people who are
15 superbly, superbly qualified didn't do a good
16 job. Everything is wrong. There's an agenda
17 somewhere. There's collusion somewhere. There's
18 malfeasance somewhere every day.

19 As Sally said, we have a business
20 planning group. We have a finance group. I had
21 a meeting earlier today with John and Paul Fay.
22 We have the orientation tomorrow and our first
23 meeting next week. I agree with what Steve said.
24 This is a well-run organization. We're elected
25 officials. We're learning. We evolve.

1 But basically to create this ombudsman,
2 or whatever you want to call it, it's like Suri
3 [phonetic] said, it's not going to happen. It's
4 certainly not going to happen if Dean Matt is
5 involved. At least where I sit, that's my
6 opinion.

7 MR. BARNEBEY: So because we're charged to
8 find out if there's a basis for moving forward --
9 to Rusty's point, I guess -- is there any grounds
10 you want to propose to Dean Matt that would
11 resolve this matter at this point or even -- we
12 can think about it and come back. But that's the
13 purpose of this meeting, to settle; to see if
14 there's a settlement offer if we want to give
15 back to him. If the terms of this or not -- we
16 need to work through some of these anyway. What
17 settlement proposal would you like to make, if
18 any, at this point?

19 MR. MOORE: It sounds to me like we can
20 work within Number 2, the business plan/strategic
21 planning. That's something we've done. We just
22 need to bullet point it to make sure that he's
23 okay with what has been done and that's what he
24 sees is what he wants.

25 MR. HEITZNER: I see that as an easy one.

1 MR. MURPHY: I agree.

2 MR. MOORE: I see the win-win statement
3 being something that can be wordsmith. You say
4 no. It's not going to be: We messed up, we
5 didn't do things right.

6 I think it would be along the lines of:
7 In any organization you can always improve.
8 That's what we're striving to do. We appreciate
9 that Mr. Matt has brought certain things to our
10 attention and we have streamlined or made things
11 better and we will continue to make things
12 better.

13 Something like that is what I envision.

14 MR. PIERSONS: That was an easy one because
15 you can develop something and give it to us.

16 MS. DICKSON: I would look at that from the
17 perspective as you just outlined and also the
18 fact that we do need -- we've talked about it --
19 someone that goes through all the agreements and
20 what has the HOA been doing or not doing? And we
21 need to bring these things together. A lot of
22 documentation, a lot of stuff, that in our
23 infancy some stuff has not been as formalized as
24 it needs to be. So I don't have a problem with a
25 statement like that.

1 I think something can be written along
2 those lines that says: Yes, we recognize it,
3 we've talked about it, and we have every
4 intention of doing it and we started doing it.
5 That's why we brought in the two groups starting
6 to have conversations together, blah, blah, blah,
7 blah.

8 I would look at something along those
9 lines. But the ombudsman thing I absolutely
10 would not.

11 MR. PIERSONS: My quick observation is,
12 what I see is, almost like second, third and
13 fourth can be worked on.

14 MS. DICKSON: As a simple --

15 MR. PIERSONS: The first bullet point,
16 yeah, the ombudsman thing is going to be a
17 hurdle. We have to figure out, can we go over
18 that? I'll tell you there's a fifth thing, and
19 that is trust. You've got the hurdle ombudsman
20 and you've got the word "trust."

21 I think that has to be talked out and/or
22 maybe even discussed further with you, with Dean,
23 or whatever. But I think that's a big hurdle.

24 MS. DICKSON: The trust?

25 MR. PIERSONS: Yeah.

1 MS. DICKSON: I think it's insurmountable
2 but I'm willing to look at something drafted.
3 But why would you trust -- if you can't trust
4 anything someone is going to sign onto, then
5 what's the point? Other than if it makes him
6 happy to see some kind of a response, you know,
7 maybe we got a chance he'll fold his tent. I
8 don't know.

9 MR. PIERSONS: I think there is a chance.
10 I just sensed it, but that's only my --

11 MS. DICKSON: I know. I know. But we also
12 have to acknowledge that, you know, he'll come
13 back with something some time and go: This was a
14 really good point that was made, blah, blah,
15 blah. And you think, Jesus, he never says
16 anything like that. And then he goes right into
17 his next attack and, you know, you're back off to
18 the races. And that's not worthy of any kind of
19 a concession.

20 MS. CARVALHO: So I have a point. When you
21 mentioned the second point, I wrote down here:
22 Business plan initiative which is the business
23 plan group that created that document and point 8
24 and 9, but then you also mentioned Park Boulevard
25 Management reports to the Board.

1 Was that something that he requested in
2 the conversation?

3 MR. MOORE: I believe it was something that
4 he discussed primarily with Mr. Piersons.

5 MR. PIERSONS: Yeah, but he did say -- we
6 say Park Boulevard. He did say John Fetsick. He
7 did say that.

8 MS. DICKSON: So he's aligning with --

9 MR. PIERSONS: Yeah, he aligned with my
10 original --

11 MS. DICKSON: Yeah. Absolutely would not.
12 I think a big problem is clearly not
13 understanding why is it was set up the way it was
14 set up. I think it's really making it very
15 personal. For that reason, I wouldn't even
16 consider it.

17 MR. BARNEBEY: To some extent you've
18 already addressed some of those issues because --

19 MR. PIERSONS: We have.

20 MR. BARNEBEY: -- the requirement to, A,
21 create committees that report directly to the
22 Board and some additional reporting, working on
23 the Park Boulevard Management goals --

24 MR. PIERSONS: Goals, objectives; big deal.

25 MR. BARNEBEY: -- largely -- I think

1 largely address those issues. It's just not be
2 direct supervisor of John. I think it does
3 address a lot of what I think are his or have
4 been his concerns up to --

5 MR. HEITZNER: Does John report to you?

6 MS. DICKSON: No, John reports to --

7 MR. HEITZNER: Who does John take direction
8 from relative to the RD?

9 MS. DICKSON: The Board. We give John his
10 marching orders. His employer is PBM.

11 MR. HEITZNER: But I think if you ask John:
12 John, who do you report to with the RD, he would
13 say you.

14 MS. DICKSON: He would say the Board.

15 MR. PIERSONS: I think he'd say Tom
16 Christopher. Am I wrong on that?

17 MS. DICKSON: No, Tom Christopher doesn't
18 have anything to do...

19 MR. PIERSONS: He says PBM.

20 MS. DICKSON: Who? Yeah, I know, but
21 that's a whole other why -- PBM is a wholly-owned
22 LLC of UPCAII. UPCAII owns PBM. Think of it is
23 PBM, Park Boulevard Management Company. They
24 employ everyone who is employed between UPCAII and
25 UPID.

1 However, we as the Board make the
2 strategic decisions that give John and all of his
3 country club staff their marching orders. UPCA
4 gives him marching orders for whatever small
5 portion of his time goes to UPCA.

6 So that's -- but ultimately, he is
7 employed by Park Boulevard Management.

8 MR. PIERSONS: I think that goes back to
9 what Mark just said that -- I hate to say this --
10 up until this year, we never had goals and
11 objectives. I never was involved in that at all,
12 personally --

13 MS. DICKSON: You're right.

14 MR. PIERSONS: -- but now we do.

15 Mark has implied, and I think he's
16 correct, we've begun to change some of those
17 things. So maybe there's a way -- I don't know.
18 Maybe there's a way to word that to say: This is
19 what's happening --

20 MS. DICKSON: This is what we've done.
21 This is what we're doing. We very much a part of
22 establishing the goals and objectives.
23 Obviously, in a public forum because that's where
24 we have to do it and --

25 MR. PIERSONS: Here are the things we've

1 changed.

2 MR. HEITZNER: You're aware that he's
3 reaching out to members of the strategic planning
4 committee that we've just formed --

5 MS. DICKSON: What are you talking about?

6 MR. HEITZNER: Dean Matt is reaching out to
7 members of the strategic planning committee to
8 come to the first meeting to explain to them
9 other things that they should be working on.

10 MR. MOORE: Bring it back to where we are
11 here.

12 MR. BARNEBEY: Off topic.

13 MR. HEITZNER: It is and it isn't off
14 topic.

15 MR. MURPHY: It's one of the negotiating
16 points.

17 MR. BARNEBEY: I understand that. I
18 understand the trust issue.

19 MS. DICKSON: That just went down the
20 toilet again. Thank you.

21 MR. MOORE: I actually see in my notes it
22 was 9 and 10, not 8 and 9.

23 MS. DICKSON: Probably John reporting to
24 the Board and the governance.

25 MR. PIERSONS: Is that in the business

1 plan, I take it, 8 and 9?

2 MR. MOORE: Yes.

3 MR. PIERSONS: I don't have that with me.

4 MR. BARNEBEY: Okay. What I'm hearing at
5 this point is there may be some things we can put
6 together -- I don't have a way to do that today.
7 It would take us some time to work through some
8 of that, is my thought.

9 MR. MOORE: I'm going to look to you on
10 this one. What might be helpful is if each of
11 you have an idea on these points to e-mail us
12 solely directly, not the Board, so we have a
13 better understanding of -- I've tried ombudsman,
14 what your thoughts are on what that looks like.
15 Because it's -- what I would say is when you're
16 doing this, take Mr. Matt out of the picture.
17 Look at this as -- I know we are ultimately going
18 to have to put him in there, but look at in a
19 perfect world what it would look like to make the
20 Board more efficient or better if there was some
21 type of position --

22 MS. DICKSON: Oh, yeah.

23 MR. MOORE: -- and then create it using
24 that framework and then recognizing at that point
25 in time Mr. Matt may be the one that wants to

1 fill it. And is that going to be: Hey, we've
2 got a great position, but Mr. Matt, you're not
3 the person for it. But we'll consider anybody
4 you would like to name for it.

5 Or it's: We're going to get this thing
6 done. We've created the best position, whether
7 it's Mr. Matt or John Smith, it will work.

8 MS. DICKSON: I would add. We've actually
9 talked about it -- if you remember I brought up
10 the idea of a liaison between the two boards to
11 go through all of our interactions and how are we
12 living up to the commitments that we're supposed
13 to be making and all that stuff.

14 So we can wordsmith that and say we're
15 not calling it an ombudsman, but it's a liaison
16 position that's designed to bring us together
17 both contractually and for the betterment of the
18 community.

19 MR. BARNEBEY: Okay. I think to some
20 extent some input from you all would be helpful.
21 I do think we can put something together based on
22 that. I do think we would need to come back in
23 another shade meeting for it because you all are
24 going to have to sign off on it as a proposal.

25 MR. PIERSONS: In other words, you don't

1 want to e-mail it to us? You don't want to put
2 it in writing, I take it?

3 MR. BARNEBEY: No. Well, I think there
4 will be some discussions.

5 MS. DICKSON: Do we want to put in an
6 e-mail to you with our suggestions?

7 MR. BARNEBEY: Why don't you just call us.
8 That's probably the better way.

9 MR. HEITZNER: Hard for me to change my
10 notes.

11 MR. BARNEBEY: If you've got any thoughts
12 on the matter. Based on this discussion, I think
13 we've got some ideas of what might fly. I can
14 probably help you with that to some extent
15 because I've been to some meetings and I know
16 what they're generally doing.

17 With that, I mean, is there anything else
18 you want to propose? Throw that out there.

19 MR. MOORE: These are his points.

20 MR. BARNEBEY: We've kind of talked about
21 the one coordination with --

22 MS. DICKSON: Liaison.

23 MR. BARNEBEY: -- liaison. So anything
24 else?

25 MS. DICKSON: Again, these are things we

1 have voluntarily realized we need to do. We're
2 just not doing it with the gun and spear and
3 defcon threats trying to spur us on.

4 MR. BARNEBEY: Well, and Dean Matt has made
5 some of these comments and other members of the
6 public have made some of these suggestions too,
7 and the Board themselves.

8 MS. DICKSON: It's all in the way they're
9 made.

10 MR. BARNEBEY: It's a community effort; no
11 question.

12 MR. PIERSONS: When do you want us to get
13 back to you by?

14 MR. BARNEBEY: As soon as you can.

15 MR. PIERSONS: Well, want to put a date on
16 that so we definitely get back to you.

17 MR. MURPHY: Five o'clock.

18 MR. MOORE: Look at the date. It's the
19 17th.

20 MS. DICKSON: How about by Monday, or is
21 that too late? Want it by Friday? What day is
22 this?

23 MS. CARVALHO: Today is Wednesday the 17th.

24 MR. MOORE: I was going to say next Friday.

25 MS. DICKSON: No, let's do it by Monday.

1 MR. PIERSONS: You have the whole weekend
2 to think about it.

3 MS. DICKSON: I don't think it's going to
4 require -- a lot of it is quite simple.

5 MR. PIERSONS: At the same time, Mark --
6 not Mark -- Fred, would you put something
7 together for us regarding this apology thing so
8 we can take a look at that?

9 MR. BARNEBEY: Mm-hmm.

10 MS. DICKSON: I think we can also give you
11 suggestions on that.

12 MR. PIERSONS: We can, but it would be nice
13 if you can get something back to us.

14 MS. DICKSON: Could be a gesture.

15 MR. HUEBNER: Who are we calling?

16 MR. BARNEBEY: Call Fred, that's fine, if
17 you got any suggestions.

18 The comment I make to this, I think the
19 thought is we come back to you with something
20 fairly concrete based on this discussion at a
21 shade meeting to be held some time.

22 MS. DICKSON: What's the notice?

23 MS. CARVALHO: Well, I think the question
24 is, do you have to go -- when we go back into the
25 regular special meeting, request the shade

1 meeting?

2 MR. BARNEBEY: I can do that. I can do
3 that.

4 MS. CARVALHO: We should do that.

5 MS. DICKSON: So that way the notification
6 starts today, basically?

7 MS. CARVALHO: Yeah. Usually, you have to
8 request it on the Sunshine. So the notice
9 requirement is ten days. Seven days, but with
10 the paper it needs to be at least ten days.

11 MR. BARNEBEY: We could do it --

12 MS. CARVALHO: September 30th we already
13 have a workshop scheduled.

14 MR. BARNEBEY: Don't have time to get
15 there, I don't think, do we? Today is the 17th.
16 Yeah, we could I guess.

17 MR. MOORE: I am in an arbitration on that
18 Monday, Tuesday, Wednesday.

19 MS. CARVALHO: You have October 2nd and
20 3rd.

21 MR. MURPHY: Maybe we'll hear from the
22 court.

23 MR. BARNEBEY: I can't do the 3rd.

24 MR. MURPHY: I don't have my calendar.

25 MR. MOORE: I'm good the 2nd or the 3rd.

1 MS. CARVALHO: What about the 2nd? Are you
2 good, Mark, for the 2nd; and the Board?

3 MR. BARNEBEY: I can do the 2nd at two
4 o'clock -- 2:30 or later if I have to.

5 MS. DICKSON: I can.

6 MS. CARVALHO: What about you guys?

7 MR. PIERSONS: 2nd? I'm good.

8 MS. CARVALHO: Two or later?

9 MR. BARNEBEY: Let's make it three o'clock.

10 MS. CARVALHO: Three o'clock on October
11 2nd. It's a Thursday.

12 MR. MURPHY: Wait, that's Yom Kippur.
13 That's what I was trying to flash on.

14 MR. BARNEBEY: Can we go to the 6th? I've
15 got to be back for a meeting at four.

16 MS. CARVALHO: The 6th, Fred?

17 MR. MURPHY: That's a Monday.

18 MR. PIERSONS: I'd rather not do it Monday,
19 but that's just me.

20 MR. MOORE: I am okay on that day.

21 MS. DICKSON: October 6th, Monday.

22 MR. BARNEBEY: At? Rather do it in the
23 morning or afternoon?

24 MR. HEITZNER: I can't do it in the
25 morning.

1 MR. MURPHY: Afternoon sounds good.

2 MS. CARVALHO: Two?

3 MS. DICKSON: Works for me.

4 MS. CARVALHO: Does that work for you,
5 Scott?

6 MR. HUEBNER: Yeah.

7 MR. BARNEBEY: We'll work on something. If
8 you've got any thoughts, let us know, but we'll
9 work on things regardless because we have a lot
10 of direction.

11 MS. DICKSON: I have a question regarding
12 confidentiality. So when we have a shade meeting
13 -- we talked about this last time -- what we say
14 in here, we're not talking about it. So that's a
15 given. You don't -- nobody does anything until
16 we come back and reconvene.

17 MR. BARNEBEY: You should not be talking to
18 each other or anybody else regarding this matter
19 outside of this next meeting.

20 MS. DICKSON: Then I have a Sunshine
21 question.

22 If I receive something from somebody
23 unrelated that gives me information that I
24 wouldn't normally have that another board member
25 has passed along --

1 MR. BARNEBEY: Let's not talk about
2 Sunshine issues unless it's related specifically
3 to this litigation.

4 MS. DICKSON: It is related to this
5 litigation.

6 Okay, we don't have to talk about it.

7 MR. BARNEBEY: We can talk about it when we
8 get back in public. How about that?

9 MS. DICKSON: That's fine.

10 MR. BARNEBEY: Anything else?

11 Okay. We are going to end this session
12 and go back into public discussion.

13

14 *** ATTORNEY-CLIENT SESSION ENDS ***

15

16 MR. BARNEBEY: Okay. Whenever you're
17 ready.

18 MS. DICKSON: So we're not doing anything
19 on that?

20 MR. BARNEBEY: I will go first.

21 Based on the discussion I just had,
22 there's no action to be taken at this time.
23 However, I am requesting a attorney-client
24 session for Monday, October 6th, 2025, under
25 Section 286.011(8) Florida Statutes, and that

1 will begin at three -- at two o'clock p.m. and
2 would last approximately 60 minutes.

3 That meeting will be held here in the
4 business offices located at 8301 Park Boulevard,
5 University Park, Florida 34201. Meeting shall
6 commence in open meeting, as we did today, and
7 then we'll move into attorney-client session
8 limited in attendance to the district attorneys,
9 Mark Barnebey and Fred Moore, District Manager
10 Vivian Carvalho, and -- who will be meet in
11 private session with the Board of Supervisors of
12 the District; Sally Dickson, Steve Heitzner,
13 Scott Huebner, David Murphy, and Russell
14 Piersons, and the court reporter who will
15 transcribe the full proceedings to be made a part
16 of the public record to release at the conclusion
17 of the litigation for the purposes of discussing
18 settlement negotiations or strategy sessions
19 related to litigation expenditures in the court
20 case of Dean Matt versus University Park
21 Recreation District SC2024-00 -- 0990. Lower
22 Tribunal Case Number 24 -- 2024CA000252.

23 At the conclusion of the attorney-client
24 meeting, the meeting shall be open -- reopened to
25 the public.

1 With that, is there anything else we want
2 to talk about such as a question you had related
3 to Sunshine question?

4 MS. DICKSON: Yes, related to Sunshine.

5 So if I receive something from somebody
6 unrelated to the Board that makes it very clear
7 that they are privy to information that they
8 shouldn't be, is that a violation? I can't help
9 but see it. I'm not going to -- I can't unsee
10 it. So I'm not violating any Sunshine rule.

11 MR. BARNEBEY: Not yet, no.

12 MS. DICKSON: Okay. So I got to make it
13 clear. I am disturbed by e-mails that I saw with
14 you, you, and you that included Tom Christopher
15 that outlined all of the four points of what Dean
16 Matt wants and I don't understand why that isn't
17 a breach of confidentiality. Why was Tom
18 Christopher even included in any of this? He has
19 nothing to do with it.

20 MR. BARNEBEY: I don't know the answer to
21 that question.

22 MR. MOORE: It was on the e-mail that was
23 being communicated with me? So that would have
24 been why he was included.

25 MR. PIERSONS: Where did the e-mail come

1 from?

2 MS. DICKSON: It was your e-mail.

3 MR. PIERSONS: It was mine?

4 MS. DICKSON: Yeah. So I ask the question:
5 Why --

6 MR. PIERSONS: Those four points weren't
7 discussed in the shade meeting, so... They were
8 discussed --

9 MS. DICKSON: This is before the Board was
10 even apprised of what the four points were. We
11 didn't know what the four points were because we
12 didn't know the outcome of the meeting.

13 MR. PIERSONS: Right. Which I tried to get
14 to you guys, but I couldn't do it.

15 MS. DICKSON: But the point being we hadn't
16 had it.

17 MR. PIERSONS: Right. I agree.

18 MS. DICKSON: So it seems to me -- first of
19 all, Tom Christopher would have no reason to even
20 be seeing that information. And that concerns me
21 because this is supposed to be us discussing the
22 Dean Matt situation amongst ourselves to try to
23 come up with -- it just --

24 MR. PIERSONS: I would agree with you until
25 John wrote the letter to everybody -- and the two

1 Boards and PBM. When he opened it up like that,
2 I feel he opened the door.

3 MS. DICKSON: No, I don't think he did.

4 MR. PIERSONS: Well, I think that he did.

5 MS. DICKSON: Yeah. So -- and I don't
6 remember, what was the date of his letter? I
7 don't even remember.

8 MR. PIERSONS: I have it. I have it here.

9 MS. DICKSON: But as you said in this
10 e-mail: "As a reminder, and sharing with Tom,
11 below I have attached the four talking points we
12 got Mr. Matt to agree somewhat to." You were
13 going to --

14 MR. PIERSONS: 8/25.

15 MS. DICKSON: You were going to word for
16 acceptability for Dean and the Board -- this was
17 through Mark and Fred -- that could then be
18 discussed with the Board and then negotiations
19 begin.

20 So clearly this was in relationship to:
21 We hadn't talked to the Board yet, we hadn't
22 discussed the items, and I guess -- I'm not
23 comfortable with that. I don't feel that that's
24 keeping things confidential. Furthermore --

25 MR. PIERSONS: I agree. I had a similar

1 incident happen as well, just so you know.

2 MS. DICKSON: I don't know.

3 MR. PIERSONS: I'm telling you.

4 MS. DICKSON: No, you're not because I
5 don't know what you're talking about.

6 MR. PIERSONS: Yeah.

7 MS. DICKSON: But the point being: Tom
8 Christopher shouldn't be involved in this anyway.
9 Why Tom Christopher?

10 MR. PIERSONS: Well, he asked the question
11 who is his boss? Who is John's boss? John
12 Fetsick.

13 MR. MURPHY: Not Tom.

14 MS. DICKSON: This wasn't about John
15 Fetsick. This was clearly about the Dean Matt
16 negotiations.

17 MR. PIERSONS: Yes, but this wasn't
18 something we discussed. I wanted it clear to Tom
19 that I'm trying to get this resolved because I
20 care about the club.

21 MS. DICKSON: Yeah, okay, I get that. What
22 does that have to do with Tom Christopher?
23 That's where I'm confused.

24 MR. PIERSONS: I guess maybe I misjudged
25 it. But at the same time, I had somebody from

1 the PBM approach me and say: I understand that
2 you're in favor of negotiating some points with
3 Matt Dean -- or Dean Matt. I said: I don't know
4 how you'd know that. How would you know that? I
5 didn't tell him.

6 MS. DICKSON: Well, I don't know. But I
7 guess the point is, if you've heard that, it's
8 confidential and I can't say anything.

9 MR. PIERSONS: And I didn't.

10 MS. DICKSON: No, I know. I just don't
11 understand why Tom Christopher got pulled in.

12 MR. BARNEBEY: Let me make a comment,
13 please. First of all, please do not discuss
14 matters between each other outside. He may have
15 heard it from Dean Matt himself knowing Dean
16 Matt.

17 MR. PIERSONS: True.

18 MR. BARNEBEY: So I don't know why Tom
19 Christopher would have been copied, necessarily.
20 I take Rusty's word on that issue. We are in
21 litigation. Any resolution, we need to make sure
22 is kept at this level for right now. So please
23 don't share those discussions with folks. I
24 don't have a problem saying you're trying to work
25 on a resolution. Specifics related to how that

1 might be reached, probably should not be
2 discussed outside of this meeting.

3 MR. HUEBNER: Yes, sir. So my -- as I was
4 looking back through everything that took place
5 here, I don't know how our general manager got
6 involved in the conversation with Dean Matt to
7 try and resolve things.

8 MR. BARNEBEY: I think he did it on his
9 own.

10 MR. HUEBNER: So he was not authorized to
11 go do that. In that correspondence, which is
12 rather heated at least from one side to the
13 other, Dean did mention these points. That's how
14 when you said before we started the meeting I
15 don't know what's going on, I said I just read
16 it.

17 MS. DICKSON: No. I said I didn't know
18 what had gone on in your conversations that we
19 said were going to be fine when we left the last
20 shade meeting that were confidential. And we had
21 gotten no feedback, as you know, from anybody
22 telling the rest of the Board what -- how did it
23 go? When did you meet? What happened? What did
24 Dean have to say?

25 I'm going to be honest with you, as far

1 as that is concerned, separate issue. My point
2 is this --

3 MR. HUEBNER: That was August 25th that
4 Dean published those points to --

5 MS. DICKSON: That's fine. Good for him.

6 MR. HUEBNER: -- John and everyone else.

7 MS. DICKSON: But I don't know what was
8 said privately to the folks that we said go ahead
9 and have the conversation.

10 That didn't tell me anything that was
11 necessarily true or not that was said to you guys
12 when you met with Dean Matt. That's just Dean
13 Matt saying whatever he has to say.

14 MR. PIERSONS: And John.

15 MS. DICKSON: To me, that's not my point.
16 My point is when we leave here, I think it's
17 important that we not mention it to anybody else.
18 We shouldn't be hearing the specifics of your
19 conversations with Dean Matt from anybody but you
20 guys before we hear it from anybody else or we
21 see it shared with somebody else --

22 MR. PIERSONS: And I agree with that.

23 MS. DICKSON: -- with Tom Christopher.
24 That's my point.

25 MR. PIERSONS: But I would also add to

1 that: And John Fetsick should be told not to do
2 that either. He should cease and desist. We're
3 working on it. We are working --

4 MS. DICKSON: That's right. We are.

5 MR. HUEBNER: What concerns me in the whole
6 thing in that correspondence is he says:
7 Originally, I agreed and then I reflected on your
8 draft offer and I changed my mind. So our
9 general manager's involvement put a delay on
10 things --

11 MR. BARNEBEY: Yeah, I don't know.

12 MS. DICKSON: It was separate and apart
13 from what you guys were doing.

14 MR. BARNEBEY: We weren't involved with
15 John at all in that discussion.

16 MR. HUEBNER: I understand you weren't and
17 I understand that we didn't authorize John to go
18 and do it. I'm just reading language here.

19 MR. MURPHY: Was this in response to the
20 three points?

21 MR. HUEBNER: I originally agreed to -- I
22 think --

23 MR. HEITZNER: My advice to whomever:
24 Don't get in e-mail conversations about this. To
25 get in an e-mail battle with somebody is a waste

1 of everybody's time. I disregard those e-mails
2 because that's just a personal issue.

3 MR. MURPHY: That's why I never respond to
4 Dean Matt.

5 MR. PIERSONS: Yeah, but I think the point
6 everybody raised -- and I think we already
7 addressed it -- that is, like us, John
8 shouldn't -- he should sit tight.

9 MR. HEITZNER: I saw that and told him, I
10 said, you should never responded to a Dean Matt
11 e-mail.

12 MR. PIERSONS: He shouldn't have.

13 MR. HUEBNER: Absolutely.

14 MS. DICKSON: We're not here to discuss
15 that. That's not part public meeting. I, for
16 one --

17 MR. BARNEBEY: We should keep our
18 discussions as what the Board wants to do in
19 these meetings for right now.

20 MS. CARVALHO: I have one more thing.

21 MR. MOORE: Shade meeting request.

22 MR. BARNEBEY: I did it.

23 MS. CARVALHO: Yeah, he did the shade
24 meeting, I wrote it down. Which we'll proceed
25 with it. I'm going to be sending out calendar

1 invites for fiscal year 2026, but David brought
2 to my attention that October 10th's meeting, he
3 won't be here. I mean, certainly we can proceed
4 with that meeting. But if you guys would rather
5 have all five of you, then we were looking at the
6 following Friday.

7 MR. PIERSONS: We have meetings where
8 there's just --

9 MR. HEITZNER: I may not be here on the
10 10th either.

11 MR. PIERSONS: That's a different story.

12 MR. HEITZNER: I would have had to Zoom in,
13 potentially.

14 MS. DICKSON: On what date?

15 MR. HEITZNER: The 10th.

16 MS. CARVALHO: So could we look at an
17 alternative date because it puts a lot of
18 pressure on the three of you then.

19 MS. DICKSON: Wait. Who else? You're not
20 here?

21 MR. MURPHY: He's probably not going to be
22 here. So now we're down to three.

23 MS. CARVALHO: So could we do October 17th?
24 Mark, are you available October 17th?

25 MR. BARNEBEY: No, but I can send somebody.

1 MR. MURPHY: You have people.

2 MR. BARNEBEY: I have people.

3 MS. DICKSON: I can do it.

4 MS. CARVALHO: Rusty?

5 MR. PIERSONS: Yeah, I'm good.

6 MR. HUEBNER: I'm okay.

7 MS. CARVALHO: And that would be one
8 o'clock.

9 MR. PIERSONS: Would you prefer to do the
10 3rd, or is that too quick? I just meant for --

11 MR. MURPHY: We have a meeting on the 30th,
12 don't we?

13 MS. DICKSON: Yeah.

14 MR. MURPHY: That would be four days later.

15 MS. DICKSON: We have a workshop. How many
16 meetings do we have in the month of September and
17 October? We've got the 30th of September, the
18 workshop, right? Do we have anything --

19 MS. CARVALHO: And then we have now -- just
20 the shade meeting.

21 MR. HUEBNER: Shade meeting on the 6th.

22 MS. CARVALHO: And then we're going to have
23 October 6th.

24 MR. MURPHY: The 17th.

25 MS. DICKSON: So 17th at one, as opposed to

1 10.

2 MR. BARNEBEY: Got to send an updated --

3 MS. CARVALHO: And then we don't have
4 anything until November 4th. So October 17
5 instead of October 10.

6 MR. MURPHY: Yes, please.

7 MS. CARVALHO: That way we will proceed
8 with the calendar.

9 MR. BARNEBEY: Make sure everybody knows
10 we're doing it on the 17th, not the 10th. Just
11 because we know people complain.

12 MR. PIERSONS: You said one o'clock?

13 MS. CARVALHO: One o'clock.

14 MR. MURPHY: That's right. Conspiracy.
15 Why was it canceled?

16 MS. DICKSON: So now should I close the
17 meeting or do I have to do --

18 MR. BARNEBEY: You're good. You can close
19 the meeting.

20 MS. DICKSON: Okay. Meeting is closed.
21 We're closing the meeting at 3:16 p.m.

22 MR. BARNEBEY: Closing the open part of the
23 meeting.

24 (Meeting adjourned at 3:16 p.m.)
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CERTIFICATE OF REPORTER

STATE OF FLORIDA)
)
COUNTY OF SARASOTA)

I, JENNIFER MARIE SIROIS, Notary Public, State
of Florida, I was authorized to and did
stenographically report the foregoing proceedings; and
that the transcript is a true and accurate record of my
stenographic notes.

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

Dated this 30th day of September, 2025.

Jennifer Marie Sirois

Jennifer Marie Sirois, Notary Public
State of Florida at Large
My Commission Number: HH411725
Expires: September 19, 2027