

University Park Recreation District Board of Supervisors

March 18, 2026



LIBERTY COURT REPORTING

1904 Manatee Ave. W
Suite 300
Bradenton, FL 34205

941-344-6099
admin@libertycourtreportingfl.com

UNIVERSITY PARK RECREATION
DISTRICT BOARD OF SUPERVISORS
SPECIAL MEETING AND ATTORNEY-CLIENT SESSION MEETING
RE: Case No. SC2024-0990

DATE: Wednesday, March 18, 2026

TIME: Commencing at 1:30 p.m.

LOCATION: University Park Community Association
8301 The Park Boulevard
University Park, Florida 34201

APPEARANCES: Steve Heitzner, Chairperson
Sally Dickson, Vice-Chairperson
Gregory Selep, Board Secretary
Steve Swanson, Treasurer
Vivian Carvalho, District Manager

MARK P. BARNEBEY, ESQ.
FRED E. MOORE, ESQ.
Blalock Walters
802 11th Street West
Bradenton, Florida 34205

Proceedings were taken before:

Michelle Parks, CVR
Liberty Court Reporting
1904 Manatee Avenue West
Bradenton, Florida 34205

P-R-O-C-E-E-D-I-N-G-S

MR. HEITZNER: So I'm opening up the shade meeting for University Park Recreation District, and I am turning it over to Mark Barnebey.

MR. BARNEBEY: Thank you, Mr. Chairman. This is a special meeting, a shade meeting, in regard to an attorney-client session in regard to an appeal which is Dean Matt versus University Park Recreation District, Supreme Court Case 2024-0090, lower case is 2024-CA-00252.

This is a meeting that will be held under the attorney-client session provisions available under Florida Sunshine Law section 286.011(8) of Florida Statutes. This is being held today on Wednesday, March 18th, 2026, at -- at 1:30 p.m., and we have opened in public. And it's expected to last approximately 90 minutes at the request of the attorney for the District.

We will be handling this meeting in the business offices located at 8301 The Park Boulevard, University Park, Florida 34201, and this meeting will commence, as we talked about, in open meeting, and then move into attorney-client session limited in attendance to the District's attorneys on this matter, Mark Barnebey and Fred Moore,

1 district manager Vivian Carvalho, and we will meet
2 in private with the board of supervisors of the
3 District, Sally Dixon, Steve Heitzner, Scott
4 Huebner [sic], Greg Selep, and Steve Swanson.

5 And we have a court reporter present as well.
6 This -- and -- and the court reporter will be to
7 transcribe the full proceedings, which will be made
8 a part of the public record for release at the
9 conclusion of the litigation for the purposes of
10 discussing two things: settlement negotiations or
11 strategies sessions relating to litigation
12 expenditures in the following court case, and
13 that's the Dean Matt versus University Park
14 Recreation District that was referenced before.

15 At the conclusion of this private session, the
16 private session when we go into that, this meeting
17 will then re-open in public to see if there's any
18 action taken at that time.

19 Any questions?

20 MS. DICKSON: Yes. You mentioned just before
21 that last part that for -- you said that the
22 contents of these meetings remain confidential
23 until the litigation is over.

24 MR. BARNEBEY: Correct.

25 MS. DICKSON: But then, you said something

1 about settlement negotiations. Does -- is the --
2 are the contents --

3 MR. BARNEBEY: Yeah.

4 MS. DICKSON: -- of these meetings open before
5 the settlement negotiations?

6 MR. BARNEBEY: No. No. The -- we can only
7 talk about settlement negotiations --

8 MS. DICKSON: Okay.

9 MR. BARNEBEY: -- or strategy suggestions --
10 strategy sessions related to litigation
11 expenditures.

12 MS. DICKSON: Okay.

13 MR. BARNEBEY: Okay? All right. Everything
14 will remain private until the case is over one way
15 or the other, but once the case is over, all of
16 these discussions become public eventually.

17 MS. DICKSON: By recording?

18 MR. BARNEBEY: They'll be transcribed.

19 MS. DICKSON: Transcribed. So every
20 utterance?

21 MR. BARNEBEY: Correct. Correct.

22 MR. SWANSON: Is there anything related to
23 this topic that is off limits to ask or comment on?

24 MR. BARNEBEY: There's a number of things. If
25 it doesn't fall into one of those two categories I

1 just mentioned, it's going to be off limits to talk
2 about.

3 MR. SWANSON: Okay.

4 MR. BARNEBEY: And --

5 MR. HEITZNER: But related to these two topics
6 that he said, there's nothing off limits.

7 MR. SWANSON: Okay.

8 MR. BARNEBEY: That's correct. Correct.
9 Okay.

10 MS. CARVALHO: And before you go into the
11 session, just let the record reflect that Scott
12 Huebner is not present at this meeting today.

13 MR. BARNEBEY: Yes. I will -- all the board
14 members are here, but you are correct, Scott
15 Huebner is not in attendance today.

16 There is no members of the public here, so I
17 think we can now go into private session,
18 Mr. Chairman. So do you want to go into private
19 session?

20 MR. HEITZNER: Like, formally open it?

21 MR. BARNEBEY: Yes, please.

22 MR. HEITZNER: Okay. So we're now opening the
23 private session to talk about, I guess, settlement
24 strategies and whether or not there are any --
25 we've had this conversation before, but here we are

1 almost a year later.

2 (The public portion of the meeting was closed
3 and the private attorney-client shade meeting
4 commenced at 1:35 p.m. as follows:)

5 MR. HEITZNER: Is there anything anybody wants
6 to bring up that we think we ought to --

7 MR. SELEP: Well, Steve -- Steve and I were
8 not part --

9 MR. BARNEBEY: That's correct.

10 MR. SELEP: -- so we maybe --

11 MR. BARNEBEY: We need some -- we need some
12 background.

13 MR. SWANSON: Maybe a refresher on what --

14 MR. SELEP: -- was discussed --

15 MR. SWANSON: -- what was discussed or offered
16 and where that sits.

17 MR. BARNEBEY: Okay. Let me say two things
18 before I turn it over to Fred and let Fred handle
19 that, and so you can get you a little -- a little
20 more background about the history of the case. I
21 know we talked a little bit about that, but not
22 each individually. But -- and certainly in public
23 we've talked a little bit about it as well.

24 I want to remind you again, this is being
25 transcribed, and therefore don't say something we

1 might not appreciate down the road, okay?

2 Having said that --

3 MR. SWANSON: This happens to be a lot, so
4 I'll try my best.

5 MR. BARNEBEY: I've -- I have been -- I have
6 been in meetings where -- not with this group, but
7 with other groups where I went, "Oh, that's
8 interesting to say that here."

9 The second -- the second thing I will note is
10 only talk one at a time because we are having this
11 transcribed, and I know the court reporter needs
12 help to make sure that people aren't talking over
13 one another, okay?

14 And with that, I'm going to turn it over to
15 Fred, and kind of get a background and where we're
16 at, and what our thoughts are.

17 MR. MOORE: So we'll go all the way back.
18 There was a referendum to go ahead and try to bond
19 the -- the set-off. We had a bond validation
20 hearing in April of '24. There was only one person
21 or group, that being Dean Matt, that appeared and
22 challenged the validation proceedings.

23 We put forth the evidence on behalf of the
24 district. Mr. Matt put forth additional evidence,
25 and the court ruled, agreeing that the bond should

1 be validated.

2 Mr. Matt then did several post-judgment
3 related motions, that being a motion for rehearing,
4 attempted to disqualify the judge, and eventually
5 when those were denied, filed a notice of appeal
6 timely. And that was in early to mid June of '24.
7 And then, we started the process of the Supreme
8 Court appeal.

9 The briefings were completed in December of
10 '24, and now the briefs sit there at the Supreme
11 Court. Mr. Matt requested on two different
12 instances oral argument. The Supreme Court has not
13 ruled on that, though we did file, related to his
14 request within his brief, to strike the oral
15 argument requests. He filed the proper way, and
16 there's a motion -- or not a motion -- there's an
17 order denying our motion to strike. So as we sit
18 here, there may or may not be oral arguments, and
19 we're just waiting on direction from the Supreme
20 Court.

21 The next thing that would happen would either
22 be an order detailing what oral arguments are, or a
23 decision from the court.

24 MR. SWANSON: Can I ask a question?

25 MR. MOORE: Yes.

1 MR. SWANSON: Can you explain the oral
2 argument component? What does that really mean?

3 MR. MOORE: It means we go up to Tallahassee,
4 Mr. Matt will be at a table, I'll be at a table,
5 and based on our briefs -- he would go first. He's
6 the plaintiff -- or the appellant, I should say.
7 And he would start going through his brief and all
8 the reasons why the judgment should be overturned.

9 I find that he will not get very far before
10 one of the several Supreme Court justices start
11 peppering questions. He has 15 minutes to make his
12 argument, to answer the questions. Then we would
13 have our chance to go forward and say why we
14 believe the trial court was right.

15 Again, I'd start to get peppered with
16 questions, and at the conclusion of our time, the
17 court would recess, and at some point --

18 MR. SWANSON: He requested the oral arguments?

19 MR. MOORE: He requested the oral arguments.

20 MR. SWANSON: Would that not be in our favor
21 for the most part? I mean, wouldn't you think that
22 that -- since this was already kicked by the lower
23 court, would this not be in our favor, or is that
24 not a good approach?

25 MR. MOORE: As an appellee, it -- we're

1 already sitting in a better position because a
2 decision is already in our favor, so I don't think
3 it has...

4 MR. SWANSON: It wouldn't speed things up.

5 MR. MOORE: It wouldn't -- and we don't have
6 any control over it.

7 MR. SWANSON: Okay.

8 MR. MOORE: It is completely discretionary on
9 either the District Court of Appeal or in the
10 Supreme Court. It's generally granted in the
11 District Court of Appeal. I think it's much less
12 granted in Supreme Court.

13 MR. SWANSON: Okay.

14 MR. BARNEBEY: And I just want to note, just
15 in case you don't understand. I know you're not
16 familiar with the system. There will be no
17 evidence presented at that trial. It's all
18 arguments, legal arguments at the hearing --

19 MR. SWANSON: But they could rule --

20 MR. BARNEBEY: Yes. Oh, yes.

21 MR. SWANSON: -- right then and there.

22 MR. BARNEBEY: Yes. In fact, they could rule
23 on it right -- today -- I mean, tomorrow if they
24 wanted.

25 MR. SWANSON: Okay.

1 MR. MOORE: It's unlikely that they would,
2 from the bench, rule, because they would go back
3 and would have to sort of discuss it amongst
4 themselves, unless they've already discussed some
5 of it beforehand. I have never seen an appellate
6 court say, "Okay, yeah. I'm going to rule in your
7 favor," like a trial court would.

8 I have seen it where -- you used to go to
9 Lakeland for the DCA, and I've seen it where you go
10 and you argue, and what's called "per curiam
11 affirmed" beats you back to the office. So they're
12 pretty -- can be pretty quick on it. And not
13 literally beating you back, but it's within that
14 week, you -- you get the decision.

15 MR. SWANSON: Okay.

16 MR. MOORE: It's possible that it could be
17 fairly quick afterwards.

18 I will say, for your question, Sally, we've
19 gotten a lot of questions on the timing of things,
20 so I did go back and look at, roughly, the last
21 five years of bond cases. There weren't too many,
22 but it seems that the average right now is about
23 two years.

24 MS. DICKSON: Oh.

25 MR. HEITZNER: Which is consistent with what

1 I've heard from a bunch of different attorneys that
2 I've talked to.

3 MR. SWANSON: Okay. Thank you.

4 MS. DICKSON: My question is, when we first
5 went to the circuit court and we got -- the judge
6 ruled in our favor, Dean Matt went back with
7 whatever complaints or arguments or whatever he
8 went back with, did we -- was that considered an
9 appeal, or was there an appeal by him to the
10 Circuit Court that we then got a second approval,
11 or -- it's always been my impression that it was --
12 it was ruled in our favor twice at the Circuit
13 Court level.

14 MR. MOORE: He -- it's not an appeal, but it
15 was a motion for rehearing suggesting that the
16 judge got it wrong, either based on the evidence or
17 based on the law, and the judge denied that
18 request.

19 So really, all that does is -- it stays the
20 time with which he has to file a notice of appeal,
21 because you have 30 days from the date the
22 judgment's rendered. If a motion for rehearing is
23 filed within the first 15 days, it stays that
24 period of time to file the notice of appeal, and
25 that's why he had until roughly June -- I think it

1 was 15th-ish -- to go ahead and do the notice of
2 appeal.

3 MR. HEITZNER: So I think it would be helpful
4 now for these guys -- so we had a shade meeting,
5 the last time we had a shade meeting, and there
6 were -- there were some -- at that point, you had
7 met with, I think, Dean Matt, and there was a -- a
8 list of items that he wanted in order for us -- for
9 him to drop the suit and to settle. It would
10 probably be -- I mean, you guys have heard this
11 anecdotally. It might be good to hear it from the
12 horse's mouth.

13 MR. BARNEBEY: And maybe one thing before we
14 get to that. I don't know how familiar they are
15 with -- everyone -- just to refresh some
16 recollection, what are the three primary issues
17 that Dean Matt has raised in front of the Supreme
18 Court?

19 MR. MOORE: The primary issues that are on
20 appeal are, one related to the valuation of the
21 bond amount versus the property, and the benefit
22 that the properties get based on the bond.

23 The second is, what I've heard referred to a
24 couple of different ways with this 504 issue from
25 the original bond indenture, which has some

1 ambiguity as to whether or not the district could
2 bond off other debt. And I would -- and our
3 position is, is that is a collateral issue with
4 regards to issuing a bond. For bonds to be issued,
5 if first have to prove that we as its agency have a
6 legal right to issue bonds, and then, having to do
7 with the valuation process. Those are the two
8 primary factors.

9 And so it's our position as a district that
10 whether or not the bondholders would agree, based
11 on the contract, to allow us to issue another bond
12 is between the district and the bondholders, and
13 not whether or not the district has a legal right
14 to issue bonds.

15 And if it's a collateral issue, it's not
16 appropriate to challenge it within the bond
17 validation proceedings. That's not to say that
18 there wasn't another mechanism such as declaratory
19 judgment action that Mr. Matt could have
20 proceeded -- proceeded with to challenge the right.

21 But then, at the same, we the district, with
22 the bondholders, can't always amend a contract, and
23 that's essentially what happened was, to clarify
24 the ambiguity, that was done around the time of the
25 bond validation hearing.

1 We did not raise at the bond validation
2 hearing a lot of facts about what was going on
3 there because we weren't trying to -- to muddy the
4 waters at all, and we simply stuck with "It's a
5 collateral issue. It's a contractual arrangement
6 between us and -- and the bondholders."

7 And then, the third primary argument he has is
8 related to due process. He doesn't believe that
9 the judge was fair to him because he told him if he
10 doesn't like living in a community with HOAs and
11 districts, he should go live in a community such as
12 Myakka.

13 MS. DICKSON: I want to put something in
14 simple terms, if these are the correct simple
15 terms. His argument on the -- on the -- the -- the
16 value or --

17 MR. HEITZNER: Valuation. Bond valuation.

18 MS. DICKSON: Okay. So his objection, if I am
19 understanding it correctly, is he looked at the
20 cost -- he looked at the bond with all the interest
21 and felt that, just like with a mortgage, we should
22 have sat there and -- just like no one does with a
23 mortgage -- and figured out that at the end of
24 30 years the -- the actual dollar amount was going
25 to be something like 44 million -- or I don't even

1 remember what it was -- which, of course, is
2 unrealistic. But he felt that that was the way
3 that it should have been positioned, if I remember
4 correctly.

5 MR. BARNEBEY: That was one of his issues.
6 His other -- other issue tied -- by the way, it's a
7 21 million-dollar bond --

8 MS. DICKSON: Yeah.

9 MR. BARNEBEY: -- just so everybody knows.
10 But I think with interest, it comes to about
11 37 million total over the whole bond, but it's a 21
12 billion-dollar bond.

13 The second -- the second part -- the other
14 thing I think that he had -- he had complaints
15 about was that he did not think that PFM Financial,
16 who was our expert witness on this, had provided --
17 I'll put it nicely -- enough information to testify
18 that there was a benefit to the residents for
19 issuing a bond. Simple as that.

20 And so, they -- but obviously, we felt that
21 they adequately did that. The court -- the lower
22 court obviously thought that too.

23 So -- so -- but those were -- those were the
24 primary reasons that, based on his -- his appeal to
25 the Supreme Court, what his concerns were.

1 Did I miss anything?

2 MR. MOORE: No.

3 MR. SWANSON: So just to recap. So it was
4 valuation of the bond amount, there was the
5 504 issue, and due process because the judge told
6 him, basically, "If you don't like living there,
7 move." Those are the three -- those are the three
8 issues?

9 MR. BARNEBEY: Those are the three issues on
10 appeal, yes.

11 MR. MOORE: Yes. And due process is not just
12 "you should move." It was -- he had put in
13 several, I don't know if it was videos or audio
14 files, and the judge said he would listen to it
15 because Mr. Matt did not have anything prepared to
16 go ahead and actually put it on and play it there.

17 And then, ultimately, when we got to the end,
18 based on what the judge had heard to date -- and we
19 had the meeting minutes, whereas these were
20 recordings of those meetings -- he went ahead and
21 ruled. And so he doesn't believe he got a fair
22 shake because the judge, while saying he would
23 listen to the things, went ahead and ruled without
24 listening to it.

25 MS. DICKSON: Which is not unacceptable?

1 MR. MOORE: Which is not unacceptable. If
2 we've met our burden, that should be sufficient.
3 And then, the judge had an opportunity to listen to
4 it related to the rehearing, and did not grant the
5 relief he was seeking, and now here we are on
6 appeal.

7 MR. HEITZNER: So how do -- how do you
8 quantify value? So whether it's 21 million dollars
9 or -- you said 37 million? He's been saying it's
10 44 million.

11 MS. DICKSON: Yeah.

12 MR. HEITZNER: That -- you know, value means a
13 lot of different things. Value comes in many
14 different forms, right? It comes in intangible
15 things like enjoyment. It comes, you know --

16 MR. SELEP: Member satisfaction.

17 MR. HEITZNER: -- member satisfaction, you
18 know, et cetera, et cetera. So how -- how, in that
19 case, would value be --

20 MR. MOORE: It's the benefit to the
21 properties, essentially.

22 MR. HEITZNER: Benefit to the real estate
23 values?

24 MR. MOORE: Correct. Well, Mr. Matt doesn't
25 think that's the case because he thinks the real

1 estate values, you know, over time they're -- have
2 been increasing in this area, you know, multiple,
3 multiple -- multiplied, so he doesn't think that --
4 that was one of his positions was PFM did not
5 calculate it that way because they're looking at it
6 strictly from the fact that the property values are
7 increasing year over year. But that's not taking
8 into account whether the district facilities are
9 part of why it's increasing year over year, so it's
10 that benefit to the properties.

11 MR. HEITZNER: And how would you prove that --
12 how would you prove that there is or isn't value?

13 MR. MOORE: We would prove it by having an
14 expert such as PFM come in and do the calculations
15 based on -- and I think they did it right. There
16 is not a lot of detailed case law. It's kind of a
17 "we know it when we see it" type of
18 decision-making, and so there aren't a lot of cases
19 that say specifically "you must follow this exact
20 pattern."

21 Part of it is is the benefit can be different.
22 I don't think it has to always be monetary. I
23 think there is "what is the benefit to the bond to
24 the properties within the district" that is --

25 MR. SWANSON: But his contention is primarily

1 that, correct?

2 MR. MOORE: His contention is we calculated it
3 wrong because we're simply basing it on the fact
4 that the values of each of the properties here are
5 increasing, and increased because of the amenities.

6 MS. CARVALHO: And -- and may I add that the
7 assessment methodology was the same one, tied --
8 the allocation and the actual ERU was tied to the
9 2019 -- so the same way the 2019 bonds were issued
10 is how this assessment methodology was going to be
11 done. A 50/50.

12 MR. MOORE: Certainly think the converse is,
13 if the district doesn't maintain its facilities,
14 the value of the property is going to decrease.

15 MS. CARVALHO: Decrease.

16 MR. HEITZNER: Plenty of examples of that
17 around here.

18 MR. SELEP: And there's liability in that
19 case.

20 MR. BARNEBEY: Yes, all of those things.

21 MR. MOORE: All right. So --

22 MR. SELEP: Hang on. One second. I'm sorry.
23 So just to be clear. All three of his contentions
24 have already been ruled on once, so...

25 MR. MOORE: Every one of his contentions --

1 and within the three, there are little
2 sub-branches, but that's the high level -- it's
3 been ruled on by the trial court, so there is a
4 final judgment. It's a final decision that he has
5 one opportunity to let an appellate court look at,
6 and that's the Supreme Court.

7 And the reasons the Supreme Court is a -- they
8 try to have it expedited by not having to go
9 through the -- the district court.

10 MR. BARNEBEY: Some are -- some are more
11 expedited than others.

12 MR. SELEP: Expedited in quotes.

13 MR. HEITZNER: All right. So we had a
14 meeting. The board had a meeting, and the board
15 agreed that Rusty and Fred would go meet with Dean
16 Matt; is that correct?

17 MR. MOORE: Well, going back a little bit
18 more, Mr. Matt had reached out. I had a meeting
19 with him with just the two of us, and it quickly
20 went sideways, and he wanted to focus on things
21 that were not related to the bond. And I tried to
22 let him know, "That might be an appropriate
23 conversation for Mark, because he represents the
24 district. You know, my focus is the bond, the bond
25 validation proceedings."

1 So that's what I focused on, and some of these
2 other things, I can't really opine on. I'm not
3 going to opine on. And so, it became apparent to
4 me that it didn't seem like a deal would be able to
5 be had.

6 I think I brought that back to you all, and
7 then Mr. Piersons did say, "I think I can, you
8 know, figure it out."

9 So then, Mr. Piersons, myself, and Mr. Matt
10 had a meeting where I got four points of what
11 Mr. Matt appeared to be willing to settle at, and
12 it was very, you know, lacking in detail. It was:
13 Mr. Matt becomes the board ombudsman for
14 governance, there's a business plan initiative
15 that's put in place, there's an apology to the
16 residents and Mr. Matt, and let the bond fall as it
17 may.

18 We were, during the discussion, able to flesh
19 out that he would be willing to dismiss the appeal
20 if we were able to come up with the other points.
21 This ombudsman position was not easy to consider --
22 think about, so it took some time.

23 I then put together a more full bullet point
24 list, which I provided, I think, at the last shade
25 meeting that -- trying to spell out what this

1 ombudsman was, what the business plan might look
2 like, the apology aspect of it, which is kind of
3 one of those win-win type of apologies. Not that
4 anyone did anything wrong, but we're moving
5 forward, we're working together.

6 And then, the last piece being the dismissal
7 and release of all claims, because one thing
8 Mr. Matt likes to do -- and we can't really get too
9 far into this -- is talk about all the other claims
10 that he has and is going to bring.

11 But to date, we don't know what those really
12 are in any specific detail, so we really can't
13 negotiate or discuss that. And it's certainly not
14 appropriate for us to address those today, because
15 they're not a part of any settlement offer from him
16 related to this deal, this transaction, this
17 appeal.

18 MR. SELEP: So, Fred, let me back you up just
19 a step. So he has threatened other litigation --

20 MR. MOORE: Yes.

21 MR. SELEP: -- but in this settlement, we
22 could word it to where no other litigation would be
23 appropriate?

24 MR. MOORE: Yes. Up to the day it's signed.
25 So right after he signs it, let's say, it's 2:00

1 right now, he signs it today at 2:00. At 2:01 he
2 could make a public records request, and if it's
3 not complied with within five days, he would be
4 back threatening a lawsuit for the -- could be
5 back.

6 MR. SWANSON: A lawsuit because the public
7 records request wasn't fulfilled in time?

8 MR. MOORE: That would be -- that's
9 something --

10 MR. HEITZNER: That's an example.

11 MR. SWANSON: Basically, he could bring any
12 lawsuit he wants after that is signed.

13 MR. MOORE: No. He can't have -- it'd be
14 based on, if it's mutual general release, as of the
15 date it's signed into the past, he can't raise any
16 of those facts. Those aren't -- there aren't any
17 claims that exist as of the day he signed. They
18 all go away.

19 But any claim that comes about based on new
20 facts, and the public records is just the easiest
21 claim --

22 MS. CARVALHO: Is the example.

23 MR. HEITZNER: So this is -- this is our point
24 then. If we reach a settlement with Dean Matt, the
25 very next day, he can file a new lawsuit?

1 MR. SELEP: Based on --

2 MR. MOORE: Not necessarily the very next day,
3 but within a period of time, new facts --

4 MR. HEITZNER: I'm just trying to --

5 MR. SWANSON: Yeah. He can file a new
6 lawsuit, but it cannot be anything related to the
7 bond, anything related to financing these capital
8 projects, or any of that; is that correct? That --
9 that is a dead-and-done issue. He can bring
10 something else up just to be an annoying human, but
11 that doesn't necessarily mean he can block what
12 we're trying to accomplish with the bond.

13 MR. MOORE: Could not do anything with the
14 bond, but that does not mean that he could not then
15 say that what you're now going to spend the money
16 on at the club is an appropriate expenditure. He
17 could then file some form of action. I've not
18 looked at it and thought up "what kind of things
19 could he bring?"

20 MR. SWANSON: Sure. Sure.

21 MR. MOORE: But, yes, he could say, "You're
22 not using the proceeds appropriately, so I think
23 you've breached your fiduciary obligations," or
24 some other issue, and file suit.

25 MR. SWANSON: And then, we go back into the --

1 to the lower court again? We go back to Manatee
2 County. We'd sit through that whole --

3 MR. MOORE: It would go back. It would be a
4 fresh new lawsuit.

5 MR. SWANSON: And everything would stop
6 because he filed this lawsuit?

7 MR. SELEP: Not necessarily.

8 MR. SWANSON: We could continue along -- let's
9 just say we started building out something. Let's
10 say the -- let's say, hypothetically, we receive
11 the bond money.

12 MR. MOORE: Yes.

13 MR. SWANSON: We start on the kitchen.

14 MR. MOORE: Yes.

15 MR. SWANSON: He files a lawsuit saying we're
16 not using the proceeds appropriately. Does that
17 stop all that construction and all that work?

18 MR. MOORE: No. Unless, as part of that, he
19 seeks a temporary injunction.

20 MR. SWANSON: So, yes?

21 MR. MOORE: Well, in order to seek a temporary
22 injunction, he has got to not just show that he's
23 likely to win, but there's irreparable harm, and he
24 would then also have to post a bond in order for
25 the injunction to be put in place to stop the work.

1 MR. SWANSON: So -- but the irreparable harm,
2 is that not subjective based upon who's -- who's
3 interpreting irreparable harm? So a judge in
4 Manatee County could say, "Yes, I agree with
5 Mr. Matt. That is irreparable harm. Stop what
6 you're doing."

7 So now what we've got is a torn up kitchen and
8 caution tape everywhere, and we're -- right? I
9 mean, potentially. I'm not trying to be a negative
10 Nelly here. I'm just trying to understand the --

11 My conversations and my understanding of this
12 guy is he's just looking to do this kind of stuff
13 constantly. Yeah, and it's on the record. I get
14 it. But I'm just trying to figure out what our
15 options are.

16 I can see him trying to navigate every little
17 nook and cranny humanly possible. There's no
18 rationale behind it, but he seems to like doing
19 these things.

20 MR. MOORE: I think he can. I think that the
21 fact that the bond issuance lists out a lot of
22 these things, I think it would be very difficult
23 for him to show irreparable harm --

24 MR. SWANSON: Okay.

25 MR. MOORE: -- and for a court to grant --

1 MR. SWANSON: Okay.

2 MR. MOORE: -- a temporary injunction.

3 And in that instance, let's just say, we know
4 construction prices are going up, you know,
5 10 percent every year. We would then put on
6 evidence to show, "Here's our damages because of
7 the delay in this construction. Here's the amount
8 of attorney's fees it's going to cost for us to get
9 this injunction dropped."

10 And then, he would have to post a bond based
11 on that evidence we presented of 100,000, of
12 200,000 dollars --

13 MR. SWANSON: There it is.

14 MR. MOORE: -- or the injunction is not in
15 place.

16 MR. HEITZNER: Which is what I asked could we
17 do for this particular case.

18 MR. BARNEBEY: Right. Yes.

19 MS. DICKSON: Require a bond?

20 MR. HEITZNER: Require him to post bond?

21 MR. MOORE: And the answer is -- is no.
22 Because it doesn't -- that -- different type of --
23 of bond then the injunction bond.

24 MR. HEITZNER: How?

25 MR. MOORE: Well, typically, the bond in a --

1 in a appeal -- supersedeas bond is -- we won, and
2 we won a money judgment of 100,000 dollars. We
3 would be able to collect that 100,000 dollars, even
4 though he's appealing the decision, unless he posts
5 a bond. And that bond serves to protect us so that
6 he doesn't dissipate his assets or do something to
7 where we can't collect that -- that judgment.

8 Because it's not an injunction we have here,
9 but the reason the -- or the Legislature's
10 reasoning then, if we go straight to the Supreme
11 Court, is to give it that finale and give it as --
12 as quickly as the Supreme Court will allow it to
13 go.

14 MS. DICKSON: I have a question. Dean Matt
15 has previously held up two folders and said, "I
16 have two other lawsuits waiting in the wings,
17 crispy and extra crispy."

18 We don't know what the contents are. We don't
19 know what the purpose is. So he could literally go
20 ahead with those. We don't even know what, but he
21 has threatened that, and he has in his hands.
22 Unless -- and again, trying to list every
23 eventuality is going to be an exercise -- an
24 absolute waste of time, in my opinion.

25 But he must disclose what "crispy" and "extra

1 crispy" are, and have it covered by any agreement
2 we have that he can't -- we'd have to have some
3 proof of what these lawsuits are that he claims are
4 ready to go.

5 MR. MOORE: Well, if we're getting a release,
6 it doesn't matter really what they are. It's --
7 it -- those claims are released. I will say
8 that --

9 MR. BARNEBEY: As of the -- as of the date
10 of -- of the release.

11 MR. MOORE: Right.

12 MS. DICKSON: That he can't do anything.

13 MR. BARNEBEY: Can't do --

14 MS. DICKSON: But if we don't know what's in
15 them --

16 MR. BARNEBEY: It doesn't matter.

17 MR. MOORE: It doesn't matter.

18 MR. BARNEBEY: He can't -- he can't sue us
19 based on anything that predated the date of the
20 settlement.

21 MR. MOORE: The release --

22 MS. DICKSON: Okay. But -- but he could have
23 these two lawsuits, go change the date to
24 tomorrow --

25 MR. SWANSON: But he has to produce evidence

1 that says it happened after --

2 MR. BARNEBEY: Yeah. That's correct.

3 MR. SWANSON: -- July 15th, or whatever.

4 MS. DICKSON: Oh, okay. That the offense
5 happened?

6 MR. BARNEBEY: That's right.

7 MR. SELEP: Correct.

8 MS. DICKSON: No, not really. He can never go
9 back in time --

10 MR. BARNEBEY: He cannot --

11 MS. DICKSON: -- and say, "I just found
12 something in a public records request that goes
13 back to May 2024, but since such and such, and I
14 know that to be false," and he's never brought it
15 up before, can he do that?

16 MR. MOORE: No. If it is a fact or claim that
17 was before -- predates the release. Because the
18 releases would be drafted broad enough to where
19 it's "all known/unknown, liquidated/unliquidated
20 claims."

21 MS. DICKSON: Oh. Oh.

22 MR. MOORE: So that it just makes sure it's a
23 clean start. And a lot of times people always
24 laugh at us, you know, "From the beginning of
25 time" --

1 MS. DICKSON: Yeah.

2 MR. MOORE: -- "until, you know, the date of
3 the execution of the agreement," is a lot of the
4 language used so everything --

5 MR. HEITZNER: Anything that occurred in that
6 timeframe prior to the release is exempt?

7 MR. MOORE: That -- yeah. Anything that gives
8 rise to that claim, that claim is gone.

9 MS. DICKSON: Oh, okay. So --

10 MR. HEITZNER: Well, when you say "gives rise
11 to that claim," what does that mean?

12 MR. MOORE: So -- and let's just say it's
13 something that has nothing to do with the bond. It
14 doesn't matter if it has to do. It's a general
15 release. It's any claim that exists as of the
16 date --

17 MR. HEITZNER: So whatever offense he thinks
18 occurred, if it occurred before the releases, it's
19 exempt?

20 MR. MOORE: Right. Let's say that someone --
21 I'm not going to say anything because this is being
22 recorded -- but someone says something, a
23 defamatory statement yesterday and he signs a
24 release, you can't use that. But a day after the
25 release, someone says the exact same statement,

1 then you've got the --

2 MR. HEITZNER: Okay.

3 MR. MOORE: -- the claim.

4 MS. DICKSON: So -- so, in effect, we're
5 always held hostage?

6 MR. MOORE: Well --

7 MS. DICKSON: I guess by anybody, but I -- but
8 just -- I don't know.

9 MR. HEITZNER: Yeah.

10 MS. DICKSON: It's -- it's sort of like
11 blackmail.

12 MR. MOORE: I wouldn't necessarily say that,
13 but he -- the release --

14 MR. SWANSON: He's an expert with leverage.
15 He knows how to leverage to get what he wants.

16 MR. MOORE: He knows how to leverage out of
17 lots of things just spinning some yarn and telling
18 people, "Hey, I have this yarn here. I -- I can go
19 after you."

20 Yes. But that doesn't mean that it's a valid
21 or viable claim. I will say the "crispy" and
22 "extra crispy," the clock is ticking. So there's
23 nothing that prevents him from filing it. Just --
24 just because this bond appeals thing, he has the
25 absolute right to file these other claims if they

1 exist. And if they exist, the statute of
2 limitations is running.

3 MR. SWANSON: Okay.

4 MR. SELEP: The key -- the key is, if I -- if
5 I understand this correctly, we can't -- we've
6 opened the door. He's run through it. Whether we
7 agree we've opened the door a crack or we threw the
8 door wide open, he's run through the door, and now
9 he's -- now he's in. If we settle and we get -- we
10 get the agreement, okay? Don't open the door
11 again.

12 MR. MOORE: Well, that's easier said than
13 done.

14 MR. SWANSON: Well, as far as defamatory
15 statements go, that's an easier one to control than
16 whether or not he thinks we're not using the bond
17 funds in the appropriate manner, right? He doesn't
18 like that idea at all of spending the money.

19 MR. HEITZNER: That's not what he says.

20 MR. SWANSON: Yeah. So the conversation you
21 had that he outlined his terms, so to speak...

22 MR. MOORE: Well, what I should have said, I
23 believe that Mr. Piersons, after speaking with
24 Mr. Matt, created the first bullet point list.

25 MS. DICKSON: How do you -- how do you know

1 that that's Mr. Piersons?

2 MR. BARNEBEY: Well, it's got -- I don't know.
3 I think --

4 MR. SWANSON: Those are his notes?

5 MR. MOORE: Those are my notes.

6 MR. SWANSON: Those are your notes.

7 MR. MOORE: Right here. It was given to me at
8 the meeting with Mr. Piersons and Mr. Matt after
9 his discussion for me to more fully flesh this out,
10 talk. And then, I then took a month or two to then
11 put together the more thoughtful, and here's kind
12 of the makeup of how these four points could
13 actually work.

14 MS. DICKSON: Can -- can I -- I just want to
15 make a point. Dean has publicly stated in any
16 number of his screeds that go out, whether it's his
17 legal and finance notes, or it's a regular, you
18 know, attack email, and numerous times he has said,
19 "I generously made offers," and he's listed these
20 things as conditions, "and they were not taken up,
21 and now it's too late. It is off the table."

22 So my question is -- let's take him at his
23 word and say that, if that's the case, what is the
24 point of mediation? What are we mediating if he's
25 not willing to do any of this stuff now? What --

1 what is mediation going to cost us? What is
2 mediation potentially going to get us? Because I
3 think that's the big thing on the table.

4 People heard the word "mediation," and said,
5 "Well, aren't we going to do something?" You know,
6 our -- our community. And we have to decide: Is
7 mediation a viable exercise, or it is a waste of
8 money and time, and to what degree can we
9 communicate that to the community so that they
10 understand?

11 MR. BARNEBEY: Well, the second -- the second
12 question is -- is outside of the --

13 MR. MOORE: I'm going to -- I'm on my phone to
14 look up my last email to him where I think I told
15 him we're not able to come to terms. I've had no
16 communication to him since then, so I'm just going
17 to --

18 MS. DICKSON: Okay.

19 MR. MOORE: So I'm not being rude.

20 MS. DICKSON: No, no. No, that's fine.

21 MR. SWANSON: You're on Draft Kings, I
22 noticed.

23 MR. BARNEBEY: Let me -- as is always the
24 case, and remember that reason we have the shade
25 meetings is to talk about settlement negotiations,

1 potentially, and -- and litigation expenditures,
2 and strategy relating to litigation expenditures.

3 The -- it's always -- there's always some
4 benefit to settling the matter if we can -- if we
5 can do that. I mean, we don't know what the
6 court's going to say in this case. And to some
7 extent, we won't get certainty of that -- that
8 answer if we can settle the matter.

9 As you recall, last time we talked about
10 potentially settling, and -- or at that point,
11 could not come up with a list of things they wanted
12 so we could settle it. And so --

13 And, you know, the uncertainty is something
14 that we -- that is always the reason why you want
15 to potentially settle, because as -- as you know,
16 probably from watching the news, sometimes even our
17 Supreme Court of United States can't agree -- the
18 nine justices can't agree on what the law should
19 be. So you don't always know where that answer's
20 going to come out.

21 If we can come up with a settlement that we
22 can live with, then there is an advantage to us
23 for -- to do that.

24 Now, having said all of that, and as was
25 noted, we couldn't -- we did not come up with one

1 last time. And I don't know, even if we propose
2 something at this point, whether or not he'd take
3 it.

4 But, we've got two new board members, and so
5 we -- we think it's important to at least have this
6 discussion to make sure -- to see if there's
7 something that you all want to consider and talk
8 about to perhaps propose to --

9 MR. SWANSON: So -- so let's take -- let's
10 just assume he's still open to this, okay? What
11 does any of that even mean? What does that mean?
12 What does a -- what does a public apology mean?
13 We're sorry that somebody said you were deranged?

14 MR. MOORE: I mean --

15 MR. SWANSON: I mean, I -- is that really what
16 we're looking for, or does he need to articulate
17 that in some meaningful way so that we can make
18 sure that when, you know, i's are dotted and t's
19 are crossed, is that -- is that what we need to do?

20 MR. MOORE: I mean, the apology's probably the
21 hardest part.

22 MR. SWANSON: I just picked one --

23 MR. MOORE: Right. Right. With Mr. Matt --
24 because I think you can always come up with
25 language that is an apology/non-apology that works

1 for both people, you know?

2 "We're here. We were all serving the best
3 interest, and we appreciate Mr. Matt's diligence.
4 And, you know, what- -- whatever, yada, yada,
5 yada."

6 And then, he signs off on it and it's done.

7 MR. SWANSON: Right.

8 MR. MOORE: But then, we have the other issue
9 of the ombudsman, which was we already have our
10 meetings in the public. You already have audits.

11 MR. HEITZNER: Well, I think -- I think -- I
12 think we're okay with having governance and
13 ombudsman, it's just not going to be him.

14 MR. MOORE: Right. And that was one of his
15 things is he wanted to be this ombudsman person.

16 MR. SWANSON: What does that even mean? I
17 mean, I know what an ombudsman is, but --

18 MR. HEITZNER: For him to be an ombudsman.

19 MR. SWANSON: I know. What's he --

20 MR. HEITZNER: He wants to govern the board.

21 MR. SWANSON: In what way?

22 MS. DICKSON: Either serve on a governance
23 committee. He's -- his throwing around of
24 ombudsman is just him --

25 MR. SWANSON: Sure. It's just -- it's him,

1 yes.

2 MS. DICKSON: -- you know, it's about an
3 individual. But I think if we had a governance
4 committee, he would want to be on it. And I think
5 that's a whole other discussion.

6 MR. HEITZNER: That's a whole other
7 discussion --

8 MS. DICKSON: And that's not something we're
9 opposed to.

10 MR. HEITZNER: -- and it's not him -- he
11 can't -- he can't appoint himself to a governance
12 committee.

13 A governance committee would be selected by
14 the board based on candidates that would be
15 interested in serving on a committee like that,
16 that we have all of their resumes and et cetera,
17 and then the board -- the board would individually
18 vote on the candidates, which is what we did for
19 strategic planning and the finance committee.

20 We would vote on that committee. We wouldn't
21 have a separate process for Dean Matt. It would be
22 the same process that we used before, like we
23 talked about in the last -- in the last board
24 meeting.

25 MR. SELEP: Right. For the opening and the

1 strategy meeting.

2 MR. SWANSON: So we have a board to manage the
3 board?

4 MR. HEITZNER: It's not unusual -- I wouldn't
5 say -- it's not entirely unusual to have a
6 governance committee outside of the board, and in
7 some cases, it's actually a benefit to the board.
8 The board still makes the decisions.

9 MR. SWANSON: No, no. Agreed. Agreed. But
10 this is -- for an entity like this, it doesn't make
11 a ton of sense.

12 MR. BARNEBEY: It would be --

13 MR. SWANSON: In Marriott, yes, maybe. But
14 here? I mean, it's -- that's a little overkill for
15 what we're trying to do.

16 MR. HEITZNER: It's not unusual for a club, is
17 my point.

18 MR. SWANSON: Okay. See, I didn't know that.

19 MR. HEITZNER: It's not unusual -- it is not
20 unusual for a club to have a governance committee.
21 In fact, Heron Glen, who we are often compared to
22 by a former board member, has a governance
23 committee.

24 MR. SELEP: Our HOA's got a governance
25 committee.

1 MR. HEITZNER: My -- my club in Bethesda,
2 Maryland, has a governance committee.

3 MR. SWANSON: So I'm -- it's -- it's how he
4 wants it to work is the -- is the contention I'm
5 trying to get to.

6 MR. HEITZNER: Yeah.

7 MR. SELEP: True -- true, Steve. But it's a
8 negotiation. We could propose a grievance [sic]
9 committee. We would accept applications for the
10 grievance committee.

11 MR. SWANSON: Grievance or governance?

12 MR. SELEP: I'm sorry. Governance.
13 Governance.

14 MR. SWANSON: It's a Freudian slip. A
15 Freudian slip. I know what you meant.

16 MR. SELEP: And then, he is welcome to submit
17 his resume.

18 MR. HEITZNER: Yeah. Exactly.

19 MS. DICKSON: That will not mean that once the
20 selections are made --

21 MR. SWANSON: That you made the cut.

22 MS. DICKSON: He will -- he will then be, you
23 know, putting out there the discrimination hand.

24 MR. SWANSON: That would have to be called out
25 in here. Said, "This is the approach and the

1 process we would take, and he would have to be
2 voted on," kind of a deal.

3 MR. SELEP: And it's, by the way, the same
4 process we've used for the other two committees.
5 It had -- we need to do a better job at documenting
6 that, maybe.

7 MR. SWANSON: Do we think he, as an absolute,
8 that he wants to be part of that? Because he knows
9 that if we --

10 MS. DICKSON: He's waived.

11 MR. SWANSON: -- propose -- has he?

12 MS. DICKSON: Yeah.

13 MR. SWANSON: Because I was going to say, he
14 knows that if he proposes, and we say "the process
15 is this," that the board decides who's on this
16 governance committee, he may not make the cut.

17 MR. SELEP: We don't know that. If he's the
18 only -- if he's the only guy to submit, then he
19 won't make the cut. You know, trying to recruit
20 for those kinds of -- even -- even -- you know,
21 even the two committees we've put in place,
22 recruiting for those committees is not easy now.
23 So -- so that would be -- that would be one point
24 to negotiate.

25 As far as the business plan initiative goes,

1 that's already started. We have the strategic
2 planning committee. We're trying to hire a
3 consultant as part of the deliverables for that
4 consultant is a plan.

5 MS. DICKSON: His reference to the business
6 planning was actually in support of a board member
7 who was supporting that original business planning
8 advisory group that was not appointed by the board
9 that did not report to the board, and that put
10 forth a business plan before we even had a
11 strategic plan.

12 And we did go through it, and we did comment
13 and deliberate on it, and found certain elements of
14 it that we thought were appropriate, and they have
15 now been passed on for the strategic planning
16 committee to look at.

17 But his specific reference to the business
18 planning group was to the specific group that met
19 for a couple of years, changed people that were
20 involved, et cetera. It was -- it was not a
21 continuous process. They presented something, and
22 the board has already dealt with it, so...

23 MR. SELEP: Well, and just for the two of you,
24 I was on that original committee. They changed
25 directions, okay, midstream. It was run by Rusty.

1 It was originally -- it was originally more like
2 the current strategy committee --

3 MS. DICKSON: Right.

4 MR. SELEP: -- it -- that was in place. It
5 then -- they couldn't get the work done. Primarily
6 because of two people, Rusty being one of them.
7 And I know this will be on the record. They
8 couldn't get the work done, and the bond went
9 ahead. And then, it stopped because the board
10 didn't have enough capacity to do both -- both
11 things, okay?

12 When it reconvened, it reconvened with a
13 completely different direction. Two of us opted
14 out and said, "This is just not a good use of time
15 because you guys can't come to a conclusion," okay?

16 They made, in my opinion, two fatal mistakes.
17 One, they didn't follow the mutual cooperation
18 agreement. They went down a path of basically
19 trying to find a different way to find -- fund the
20 bond that was financially irresponsible. But they
21 presented it anyway.

22 And the HOA and the chair counsel went nuts
23 and just machine-gunned it down. And rightfully
24 so. They didn't -- they didn't do the due
25 diligence. They didn't follow -- they didn't

1 follow the mutual cooperation agreement, and it
2 face planted, okay?

3 This board, the board, then reconvened the
4 strategy committee, and rightfully so. There
5 should be a strategy before you have a business
6 plan, okay? But they're kind of going hand in
7 hand, hence the need -- the need to hire a
8 consultant.

9 So from my perspective, I think we could -- we
10 could rightfully say to Mr. Matt, "We've got a
11 business plan initiative in place right now."

12 We're -- we're going to come out of the
13 strategic planning with a three- to five-year plan,
14 all right? And that would coincide and align with
15 the current business development -- not business
16 development, project development plan and we would
17 be in align.

18 So that leaves the apology, if we think we
19 could sell that. So we sell a -- a new committee.
20 We sell the strategic plan as the strategic plan
21 would develop the business plan, okay? And that
22 leaves the apology.

23 MR. BARNEBEY: Well, I'm going to come back to
24 governance, but if we can --

25 MR. SWANSON: I was going to say something

1 about the apology, just really quick. I -- I had
2 heard that if there was an apology, it wasn't just
3 an apology, it was an admission of guilt of
4 everything that he's stated the board and board
5 members have done all along in his contention. Is
6 that an accurate...

7 Or can it -- or -- or could it be only to say,
8 you know, "We're -- we're" -- even though this is
9 ridiculous because he's just as defamatory as
10 everybody else, "sorry for anything that was said
11 to you that was defamatory."

12 Is that an admission of guilt to apologize for
13 that?

14 MR. MOORE: I don't know if it's an admission
15 of guilt, and I don't know if it matters if it is
16 if there's a release that's part of that, but I
17 will -- I'll read what I had come up with. It was
18 never presented to him.

19 MR. SWANSON: Well, I -- but hold that thought
20 for a quick second. The reason I think it's
21 important is because, legally, it doesn't really
22 matter. There's a release. But everybody that's
23 on the board lives in this community and has to
24 face all the people that basically will walk up to
25 them in the cafe and go, "Dean was right."

1 That's a big deal. And so, at least from my
2 perspective, any apology cannot come with an
3 admission of guilt. For what? I mean, you could
4 say that somebody said he was deranged, so that
5 could be defamation. But it's an apology just for
6 that, then in my money that's -- that's an easy
7 one.

8 MR. HEITZNER: I highly doubt that's it.

9 MR. SWANSON: You think it's way more?

10 MS. DICKSON: No --

11 MR. HEITZNER: I think it's way more than
12 that.

13 MR. SWANSON: Yes.

14 MS. DICKSON: Because understand -- and I know
15 you know this, but we've been accused of fraud, of
16 lying, of discrimination, of corruption, of any
17 number of things that there is no way that we will
18 apologize for, as far as I'm concerned.

19 MR. SWANSON: I mean, that's -- that's kind
20 of --

21 MR. SELEP: Fred -- Fred, read -- read what
22 you've --

23 MR. SWANSON: Yes, I apologize. I'm sorry.

24 MR. MOORE: And that's okay. And what I
25 think, there was a -- if there's a defamatory

1 statement, UPRD did not make a defamatory
2 statement.

3 MS. DICKSON: That's correct.

4 MR. MOORE: It would really be any
5 individual's own desire to say, "Maybe I stepped
6 over the line," to make it because it comes from
7 the individual. UPRD didn't make a -- a statement.
8 But the --

9 MR. BARNEBEY: And -- and let me ask this
10 question, though. And if have a settlement, it
11 would just be with UPRD, okay? Right?

12 MR. MOORE: Yes. I generally try to make my
13 releases, you know, "The entity, the officers, the
14 directors, the agent's, insurers," and so, I
15 mean --

16 MR. SELEP: As broad as you can make it.

17 MR. MOORE: How broad does -- does he allow
18 versus how much does he narrow it down and knock
19 it -- knock it down.

20 MR. BARNEBEY: I'll let -- I'll let you read
21 it.

22 MR. MOORE: Okay. And that's not to say,
23 though, that if you were clearly outside of your
24 scope as a supervisor, we include "supervisor".
25 That release may not apply because it wasn't in

1 your role as -- as supervisor.

2 So my apologies that tried to -- to fit the
3 round hole was, "UPRD and Dean Matt acknowledge
4 that each have done what they thought was in the
5 best interest of the University Park community in
6 their public comments and actions: UPRD, in seeking
7 to improve and maintain world-class facilities and
8 bond expenditures, and Dean Matt in seeking fiscal
9 restraint and thoughtful consideration of necessary
10 improvements.

11 "UPRD and Dean Matt recognize that moving
12 forward constructively is in everyone's best
13 interest. And accordingly, UPRD and Dean Matt
14 commit to a collaborative and respectful neighborly
15 and working relationship going forward."

16 MR. SELEP: I love it.

17 MS. DICKSON: Wow.

18 MR. SWANSON: That's...

19 MR. MOORE: Aspirational?

20 MR. SWANSON: Well -- but that's -- he would
21 need to approve that?

22 MR. MOORE: He would have --

23 MR. SWANSON: I think everybody here just
24 went, "Fine. We're good with that." But I don't
25 know that -- but he has to say that that's okay.

1 MR. BARNEBEY: Well, we'd have to present it
2 to him, and he may not say, "That's okay."

3 MR. SWANSON: Right.

4 MR. BARNEBEY: But he may.

5 MR. SWANSON: Right.

6 MR. SELEP: So -- so I vote -- I want to jump
7 up a level here before -- and I know we're going to
8 need to dive in the weeds on these -- on these
9 three pieces and come to an agreement.

10 Let -- let's -- there's two possible outcomes.
11 We propose the committee, the apology, the business
12 plan initiative, and he says yes, we're good to go.
13 You're going to write an absolutely brilliant
14 piece, and he goes away, at least for now, okay?

15 He says no. No, okay? Can we go public that
16 we -- we made an offer, here's what we offered, and
17 Dean Matt has refused?

18 MR. MOORE: Yes.

19 MR. SELEP: Perfect.

20 MR. SWANSON: Because the litigation is -- at
21 that point, I mean -- well, it's still -- but this
22 information that we come to in here, we can
23 publicly share that?

24 MS. DICKSON: We can share it in a board
25 meeting.

1 MR. BARNEBEY: I would think we would --

2 MS. DICKSON: It's on the record.

3 MR. SWANSON: I mean, it's on the record.

4 MR. MOORE: What I think we would want to do
5 is -- and that's what I tried originally by
6 expanding his four bullet points, is come up with
7 exactly what we want. We know that's what we want
8 here.

9 Then, we would come out of the shade, and we
10 would adopt this as the proposal that we're going
11 to -- it would be done in the sunshine. He would
12 be, and everyone would be aware of, "you all are
13 willing to settle under these terms."

14 MR. HEITZNER: So did you -- did you just say
15 that the negotiation with him would be in a
16 board -- a board meeting?

17 MR. MOORE: No. What I'm saying is if we -- I
18 don't know that we could negotiate with him. We
19 know what he somewhat wanted. I think we take what
20 he wanted, what is it we're willing to -- to give
21 within his -- his parameters, and you would then
22 vote on it.

23 Or we would leave here today saying, "This is
24 what we want, Fred. Kind of massage it and go
25 negotiate these with Mr. Matt."

1 And it would then be me coming back to another
2 shade meeting to say, "Here's what he's agreeable
3 to." Versus we come up and say, "Here's what we're
4 willing to do."

5 We then, would vote on that outside of the
6 shade and then present it to him. And he could
7 negotiate it from there. He could say, "Well,
8 you've almost got it, Fred. But I need this change
9 and that change." And then, we would go back into
10 the shade and say, "Are these changes we're able to
11 live with?"

12 MR. HEITZNER: And so, to Sally's earlier
13 point that he says all this is off the table. So
14 before we go back and tell him how we're willing
15 to --

16 MR. SWANSON: Work with him.

17 MR. HEITZNER: -- work with him on these three
18 things, and he says, "Well, those aren't the three
19 things anymore. It's this, this, and this." Do we
20 want to find out if this still stands before we go
21 back?

22 MR. BARNEBEY: We -- we could do that. And
23 that would be the normal way I would expect us to
24 do it. I would say, we get consensus as -- not
25 necessarily go public, because I -- because we

1 don't have an agreement in total. Get a consensus
2 as to what -- if you want to make a proposal to
3 him, in some format, and be pretty specific about
4 what that is. And then say, "Here. The board's
5 interested in doing this, and we'll settle under
6 these general terms."

7 Go back to him, and then come back and -- just
8 depending on what he says, come back in the shade
9 meeting to either approve it or not approve -- you
10 know, discuss what he's proposing.

11 MS. DICKSON: I believe it will get more into
12 the weeds, and so I'm just going to give this as a
13 hypothetical. He says, "Okay. I'm with this. But
14 I want a -- a very specific change to be made, and
15 I want the" -- what's the value to the homeowner?

16 MS. CARVALHO: Assessment methodology.

17 MS. DICKSON: Yeah -- "I want the assessment
18 methodology changed publicly, and -- so that people
19 hear it the way I see it, and that it's 44 million
20 or 37 million," or whatever the case may be.

21 And our response would be, "Well, first of
22 all, we can't just randomly change it." Then we
23 have to change the entire bond resolution, right?
24 We would have --

25 MR. BARNEBEY: Yes.

1 MS. DICKSON: -- whatever -- so that can't be
2 done.

3 MR. BARNEBEY: And we -- we would have to go
4 back to --

5 MS. DICKSON: And we -- exactly. Then people
6 would need to vote based on knowing that. So just
7 to get into the point of, when you get into the
8 nitty-gritty of the things that he's going to
9 demand, we're not going to be able to say yes to
10 those.

11 MR. HEITZNER: Right. Because I think what
12 he's saying is, you know, "If -- if I bought my
13 house for 2 million dollars. I took out a
14 mortgage. At the end of my 30 years, my house cost
15 me 17 million. Is my -- should my property taxes
16 be based on 17 million, or should it be based on
17 2 million?"

18 I mean, that's his logic.

19 MS. DICKSON: But that logic would have to --

20 MR. HEITZNER: And the world doesn't work that
21 way.

22 MS. DICKSON: Right, it doesn't. But to even
23 entertain that, we have to scrap the whole original
24 bond --

25 MR. SWANSON: And that would be a nonstarter.

1 I mean, it would have to be.

2 MR. MOORE: The only way you can really work
3 within some of that would be, "Do we need
4 21 million dollars, or do we need 12 million
5 dollars?"

6 And so, despite having a 21-million-dollar
7 bond validation, there could be an agreement -- and
8 I'll look to you to confirm this, Mark -- we're
9 only going to use 15 million dollars, and then that
10 would be it.

11 MR. SELEP: Well, but based on --

12 MS. DICKSON: We're not going to agree to that
13 either.

14 MR. MOORE: We're not going to agree to that
15 because, I mean, we have no idea what's going on
16 with the costs.

17 MR. SELEP: But, Fred, this is going to be a
18 face-to-face, right? We don't -- at this moment,
19 we're only speculating what he comes back with. I
20 mean, at that -- and let's use Sally's example. He
21 comes back and says, "Well, I want the bond
22 validation changed."

23 MR. SWANSON: "I'm good with the other two,
24 but this one I want to change."

25 MR. SELEP: But you would be able to say,

1 "That's not realistic. It's already -- we're --
2 from a financial standpoint, from a due diligence
3 standpoint, we're not going back to the beginning
4 on the bond."

5 And that's already -- the validation's already
6 been ruled on by the court twice. So the -- that's
7 a nonstarter. If he came back with that.

8 MR. BARNEBEY: I mean, I will note that at
9 least in the four items that he's mentioned before,
10 that was not one of them.

11 MR. SELEP: Right.

12 MR. BARNEBEY: So -- so we don't know what he
13 would accept at this point, frankly. And -- if
14 anything.

15 MR. SELEP: But there's only one way to find
16 out.

17 MR. BARNEBEY: Only one way to find out.

18 MS. DICKSON: Oh, yeah. Ask him.

19 MR. SWANSON: And that would be you and him
20 with a court reporter?

21 MR. MOORE: No court reporter. It would be --
22 it could just be me taking this and emailing it to
23 him and saying, "We had a shade meeting. There's
24 now a consensus to continue on the discussion we
25 had left off on with your four points. Here's how

1 we fleshed it out a little bit more. Are these
2 still workable, knowing that there's a consensus
3 that we can work within this framework?"

4 And then, he tweaks it, makes some changes, or
5 he says, "No. I -- I need five, six, and seven."

6 And then, at that point in time, I say, "Well,
7 I don't know if I have a consensus on five, six,
8 and seven because they weren't on the table at the
9 time, so I'll have to go back into the shade
10 and" --

11 MR. HEITZNER: So would it -- because, you
12 know, you're dealing with somebody that likes to
13 hide behind their screen, right, and just type --
14 type away. So I wouldn't advise to send him our
15 plan.

16 Maybe you send him, "Hey, the board has
17 discussed -- has met based on input they got from
18 the community during the election process. We got
19 some input. Are you guys going to try to settle?

20 "The board has regrouped and discussed these
21 points that you previously brought up. Are -- and
22 we -- are you -- are these the points, and do you
23 want -- and if so, we'd like to meet with you and
24 flesh it out."

25 Then, he can come back and say, "No, those

1 aren't the points."

2 Versus -- I'd rather -- I don't want to give
3 him the opportunity to just tear apart the things
4 in writing. I'd rather do that face-to-face. I
5 think that should be done face-to-face.

6 MR. MOORE: I mean, it's probably -- I don't
7 have a problem any way we -- I just -- I do think
8 the time that I have met with him, it's gone best
9 when there was someone else there that he -- maybe,
10 you know, like Mr. Piersons, him being there I
11 think kept him a little -- kept Mr. Matt a little
12 more focused.

13 They had talked it over several times. I had
14 then met to see, "All right. How do we deal with
15 the legal aspect of it?"

16 Because when I met with him by myself, it was
17 all over the -- we weren't actually getting to
18 this. We were all over the board about the crispy
19 and extra crispy, you know, what advice Mark had
20 been providing the District, issues with Mr. Gang,
21 and things that weren't really what he was trying
22 to settle.

23 MR. HEITZNER: Well -- so Mr. Piersons is off
24 the table, so --

25 MR. MOORE: Well, I'm not suggesting him being

1 with him, but it might be --

2 MR. SWANSON: You're saying he needs to have a
3 handler there to keep him focused?

4 MR. MOORE: Yes.

5 MR. SWANSON: Somebody that he trusts?

6 MS. DICKSON: Oh, yeah.

7 MR. MOORE: I think so.

8 MR. HEITZNER: I don't know who that would be
9 on the board right now, but --

10 MS. DICKSON: Well, does it have to be a board
11 member?

12 MR. MOORE: It doesn't have to. Or someone on
13 the board that at least he doesn't mistrust.

14 MR. HEITZNER: So what Sally said --

15 MR. BARNEBEY: Let me back up for a second.
16 Normally, I would say that's true. But remember,
17 we've got --

18 MS. DICKSON: This isn't normal.

19 MR. BARNEBEY: -- you know, this is a shade
20 meeting, and the discussion of the terms in here
21 are confidential. So having somebody outside the
22 board --

23 MS. DICKSON: Oh.

24 MR. BARNEBEY: -- being involved would be a
25 potential -- I would think, would be a potential

1 issue for us.

2 MS. DICKSON: Why was a board member on that
3 in the first place?

4 MR. BARNEBEY: Oh, you mean, Rusty?

5 MS. DICKSON: Yeah.

6 MR. BARNEBEY: Rusty volunteered to say, "I'll
7 meet with him," and I think he said -- if you
8 recall, he said, "I had a good relationship with
9 Dean Matt, and I think we should -- we should
10 continue our discussions about possible
11 settlement."

12 MS. DICKSON: It was very important.

13 MR. BARNEBEY: Yeah. And that's why.

14 MR. MOORE: And -- and no one in here could
15 prevent anyone else from in here -- well, other
16 than me -- from going and communicating with
17 Mr. Matt.

18 MS. DICKSON: Right.

19 MR. MOORE: So if -- if Sally wanted to, and
20 he was willing to go sit down and talk to each
21 other, and say, "What can we do?" You have that
22 right to do so. And I think that's what
23 Mr. Piersons did.

24 They seemed to -- he seemed to get Mr. Matt on
25 track to "what can we really do to settle the bond,

1 because the whole reason we're here is the bond is
2 going to be issued unless the Supreme Court says
3 it's not. And so we just want to put everything
4 else to bed."

5 And so Rusty thought he could do that. He was
6 able to meet with him, came up with the bullet
7 points. We had a fairly nice conversation over
8 coffee, the three of us. And then I took that back
9 and took some time to put it together.

10 And then, we talked over these four things,
11 and we didn't get the consensus presented.

12 MR. HEITZNER: So let's talk about the value
13 of discussing assessments.

14 So if we -- if the bond isn't approved, or if
15 the bond isn't approved in time, there are going to
16 be assessments, which was -- is clearly within our
17 rights to do. Does that enter into the negotiation
18 with him? Does -- because we're going to make it
19 public, right?

20 The negotiation's going to -- we're going
21 to -- "The board has tried to settle this. This is
22 what we've offered. And if Mr. Matt doesn't agree
23 to this, we're going to have to" -- I -- I -- can
24 we place the burden on him, the assessment burden
25 on him publically if we enter into this

1 negotiation?

2 MR. BARNEBEY: Well, I think, obviously, if --
3 well, let me put it this way. I think that
4 discussion will likely come up if -- if we cannot
5 reach a settlement with them, and I think, to some
6 extent, it's already come up. And I don't want to
7 get -- I don't want to get too far afield here.

8 I mean, if there are improvements that you're
9 going to make, obviously, we've already talked --
10 we've already had the 5-million-dollar loan that we
11 have to do an assessment on. We would have to do
12 an assessment on it if the bond is not issued.

13 There are other things, such as the kitchen,
14 you've talked about doing. So, obviously, those
15 are things that conceivably will have to be an
16 assessment. You have not made a decision on those
17 yet.

18 But -- but I think certainly, in discussions
19 with Mr. Matt, I think that point can be made to
20 him. And certainly in the public, you know, if we
21 get to that point, and -- and we've tried to
22 settle, and we're going to have to go this other
23 direction if -- if -- because he won't agree to --

24 MR. HEITZNER: I'm just trying to avoid the --
25 the -- the feeling in the community that -- that

1 the board wants these assessments.

2 MR. SWANSON: The only reason we're doing it
3 is because we don't have the bond funds.

4 MR. HEITZNER: But people don't understand
5 that.

6 MS. DICKSON: You're right. You're right,
7 they don't. And even though that's precisely what
8 I said at the end of the last meeting, how many
9 people were listening? So --

10 MR. BARNEBEY: Right.

11 MS. DICKSON: -- we don't have --

12 MR. BARNEBEY: That's -- that's -- how we deal
13 with the public perception is something we need to
14 talk about in a different setting.

15 MS. DICKSON: Okay.

16 MR. SELEP: But -- but put -- but put in
17 different -- slightly different terms. The point
18 is there's a deadline, Mr. Matt, to these
19 negotiations. And the deadline is August because
20 we have to make a decision. And if we -- if --
21 when -- the minute we make a decision to assess,
22 this is all off the table because it makes no -- it
23 doesn't make any -- there's no point to it anymore.

24 MR. BARNEBEY: That deadline is probably more
25 uncertain than that. I think it's -- if the

1 Supreme Court rules, deadlines over.

2 MR. SELEP: Right.

3 MS. DICKSON: No. But it --

4 MR. SELEP: Yeah, true.

5 MR. BARNEBEY: Right. And that could be
6 tomorrow.

7 MS. DICKSON: But that -- but -- but the
8 deadline you're talking about is the
9 hard-and-fast --

10 MR. BARNEBEY: But clearly our --

11 MS. DICKSON: -- on the assessment.

12 MR. BARNEBEY: -- the main deadline would
13 be -- would be the assessment.

14 MR. HEITZNER: "If the bond hasn't yet been
15 approved" --

16 MS. DICKSON: All right.

17 MR. HEITZNER: -- "and we don't agree to these
18 things with you, Dean Matt, on this date, we're
19 going to have to assess the homeowners."

20 MR. BARNEBEY: That's correct. That's what
21 Greg's saying.

22 MR. SWANSON: Well, and the first one is for
23 the irrigation --

24 MR. HEITZNER: Right. To pay off that loan.

25 MS. DICKSON: Yeah. And the second one is the

1 kitchen.

2 MR. SWANSON: This is a question -- and I
3 don't know if -- somebody can answer this. When we
4 do an assessment -- and this is more about the
5 assessment -- when we do an assessment, what's the
6 guarantee of payment? Is that going to the --

7 MR. HEITZNER: Property tax.

8 MR. SWANSON: It goes into the property tax?
9 Okay.

10 MS. DICKSON: Yes. For that reason.

11 MR. SWANSON: Perfect. Perfect.

12 MR. SELEP: We have -- we have two options.

13 MR. SWANSON: Okay.

14 MR. SELEP: Right? The one option would be
15 you make the decision in August to get on the tax
16 roll for 2027. In which case, the County does the
17 collection process for us.

18 MR. SWANSON: Perfect.

19 MR. SELEP: The other option would be we -- we
20 assess. And we've done that. We -- we did that --
21 we did that in the past.

22 MR. SWANSON: Yeah.

23 MR. SELEP: It becomes part of your club bill,
24 right? But then, the collection burden is on us.

25 MR. SWANSON: And if people don't pay, we have

1 nothing other than it has to be we put a lien on
2 your home --

3 MS. DICKSON: Yes.

4 MR. SWANSON: -- which would be zero goodwill
5 in the community.

6 MS. DICKSON: And we spend money on all the
7 legal fees and all that.

8 MR. SWANSON: Right.

9 MR. SELEP: Well, and it puts an accounting
10 burden on our group, and --

11 MR. HEITZNER: Yeah.

12 MR. SELEP: -- blah, blah, blah.

13 MR. BARNEBEY: All right. So I want to get us
14 back focused.

15 MR. SELEP: Thank you.

16 MR. BARNEBEY: The -- so -- and I want to come
17 back. Before we -- we get too -- too far afield as
18 to what we want to do, what -- because in my
19 practices, as a local government attorney over
20 42 years, I've never had a local government with a
21 governance committee. So what does that mean, and
22 what do we think it means as opposed to what
23 Mr. Matt might think it means? What -- what do we
24 think that ought to --

25 MR. SWANSON: That was my question.

1 MR. HEITZNER: I think that -- so we -- we
2 can -- I can give you a whole bunch of articles.
3 I've been researching on this. And -- but I think
4 we've got to -- I mean, first, I think -- the plan
5 would have been to have a -- have somebody
6 responsible for figuring that out.

7 MR. BARNEBEY: Okay.

8 MR. HEITZNER: And then, having the board
9 discuss and debate, and land on what a governance
10 committee would look like if we were to put on in
11 place.

12 MR. BARNEBEY: Okay.

13 MR. HEITZNER: So, yes, that's a little
14 cart-before-the-horse, but that's kind of where we
15 are. That's kind of where we are. But there
16 are -- there are a number of examples out there.
17 And there's a lot of articles that have been
18 written about it through different -- actually,
19 what's the name of the strategic -- the consultants
20 that we're looking to --

21 MS. DICKSON: McMann Group.

22 MR. HEITZNER: Not McMann --

23 MS. CARVALHO: No.

24 MS. DICKSON: Oh, the other one's FCS.

25 MR. HEITZNER: FCS has a lot of feedback on

1 this, in particular.

2 MR. BARNEBEY: Okay.

3 MR. HEITZNER: Maybe we use FCS -- FCS is who
4 helps us develop that charter, and et cetera.

5 MS. DICKSON: Good point.

6 MR. SELEP: And I think you could -- I think
7 we could word that -- I think we could word that in
8 the proposal to Matt. I mean, it's -- you know, I
9 just -- I just AI'd it.

10 "Volunteer groups appointed by the board to
11 research, manage, and advise on specific community
12 matters, ensuring effective operations in
13 compliance with government documents."

14 MR. BARNEBEY: Okay.

15 MR. SELEP: And then, use -- and say that
16 will -- we would make that part of the deliverables
17 from the consultant that we hire for the strategic
18 planning group.

19 MR. BARNEBEY: Okay. Just trying to get --

20 MR. SELEP: You're trying to get your head
21 wrapped around it. I know.

22 MR. BARNEBEY: I'm trying to get my head
23 wrapped around it because I -- having watched Dean
24 Matt, he's going to have a specific thought about
25 that --

1 MR. SWANSON: Oh, yeah.

2 MR. BARNEBEY: -- as sure as I'm sitting here.

3 MR. SWANSON: I guarantee you.

4 MR. BARNEBEY: And that doesn't mean we
5 shouldn't do it -- we shouldn't propose it, but --

6 MR. HEITZNER: But his -- his --

7 MR. BARNEBEY: But we're going to have to come
8 to some solutions.

9 MR. SELEP: We don't know what it's like to
10 necessarily --

11 MR. HEITZNER: It may be okay.

12 MR. BARNEBEY: Yeah, it may be. I agree.

13 MR. HEITZNER: You know, the only thing that
14 he can't -- you know, he just can't appoint
15 himself, because that's not the process.

16 MR. BARNEBEY: No. Right. Understood.
17 Understood.

18 All right. So that gets us to the question
19 of: All right. Do you want us to make a proposal,
20 kind of a little more detailed with the detail you
21 just provided -- and if you can provide that to
22 Fred, that'd be great. And propose -- say we can
23 agree to -- let's talk. Say, "A governance
24 committee, you're not going to be automatically
25 appointed. You can apply" --

1 MR. HEITZNER: Well, I don't think we have to
2 say that. I think we just have to say "a
3 governance committee." We don't have to -- unless
4 he -- unless he says. If he says, "But I want to
5 be the" --

6 MS. DICKSON: Ombudsman.

7 MR. HEITZNER: -- "I want to be the ombudsman,
8 or I want to be the leader of that committee."
9 Say, "The board has a process for committees that
10 report to the board. It would have to follow that
11 process."

12 MR. SWANSON: That's been in place. That's
13 not just a new process.

14 MR. HEITZNER: Right.

15 MR. BARNEBEY: Right. Okay.

16 MR. HEITZNER: So but -- but I don't know how
17 much detail. Like, going back to my original point
18 is, do you want to find out first if these items
19 are still --

20 MR. BARNEBEY: Right.

21 MR. HEITZNER: -- relevant?

22 MR. BARNEBEY: I don't know that we have to
23 provide a lot of detail at this point. I'm just
24 trying to -- I think there's going to be more
25 detail about it, I'll just put it that way.

1 MR. SELEP: I think -- I think we go
2 forward -- I think we go forward with this and let
3 him push back.

4 MR. BARNEBEY: Okay.

5 MR. SWANSON: Yeah. Give him something to
6 react to.

7 MS. DICKSON: Yeah, I agree. I mean, this
8 isn't mediation. This is --

9 MR. SWANSON: Negotiation.

10 MS. DICKSON: -- negotiations.

11 MR. SELEP: This is negotiation.

12 MR. BARNEBEY: Okay.

13 MR. SWANSON: How quickly can you do this?

14 MR. MOORE: I mean, I can call him tomorrow,
15 email him tomorrow. I mean, is the leverage with
16 the assessments in this offer, though, because you
17 still have to have a meeting where you would vote
18 to levy these assessments?

19 MR. HEITZNER: We've already done it.

20 MR. MOORE: Oh, you already have done it?

21 MR. HEITZNER: Yeah.

22 MR. MOORE: Okay. Because I was going to say,
23 is if we haven't done it, any three of you could
24 change your mind when it's time to, and really,
25 there isn't any leverage to it unless it's, "This

1 is what's happening unless."

2 MR. HEITZNER: It was the previous board that
3 voted this?

4 MS. DICKSON: Yeah.

5 MR. SWANSON: Previous board.

6 MR. HEITZNER: If no action is taken at this
7 point, you are doing assessments --

8 MR. SELEP: We're doing an assessment.

9 MS. DICKSON: So what we could do, and
10 probably should do, and I was kind of hoping we
11 might have been able to do it at the last meeting
12 when I made the statement, is have a motion that
13 confirm -- affirms what we're saying.

14 Which, by the way, we talked about the
15 assessments back in the original presentation of
16 the capital improvement plan, so it is all in
17 writing. Amounts may change.

18 So -- but I think we ought to take a motion of
19 the existing board members so that the new board
20 members are included that we are affirming that
21 this is our direction as it has been all along, and
22 that has been affirmed in the past.

23 MR. SELEP: I'd wait for that.

24 MS. DICKSON: Wait...

25 MR. SELEP: I'd -- I'd -- I'd wait until we're

1 ready to present the kitchen design, and the
2 finance committee's ready to present their -- their
3 findings, and I think they're called. So they're
4 supposed to present to us by the -- at the end of
5 the month.

6 MS. DICKSON: 31st.

7 MR. SELEP: Right. So -- and I think there's
8 a -- there's a -- there's a socialization process
9 that we would -- we would do with the -- with the
10 community, and then we vote. That --

11 MS. DICKSON: I understand.

12 MR. SELEP: That's my opinion.

13 MR. BARNEBEY: Now, just to make sure it's all
14 clear.

15 MS. DICKSON: Yeah.

16 MR. BARNEBEY: We're talking about the
17 5-million-dollar bond -- the 5-million-dollar
18 loan --

19 MS. DICKSON: Yep.

20 MR. BARNEBEY: -- for the irrigation
21 improvements only that we have -- we've agreed
22 to --

23 MR. SELEP: At this -- at this time.

24 MR. BARNEBEY: At this time.

25 MR. SELEP: We could come back in a second

1 vote and say, "It's 5 million dollars for the
2 irrigation and 5 million dollars for the kitchen,
3 and we're going to go assess 10 million dollars."

4 MR. HEITZNER: We just don't have the kitchen
5 costs yet.

6 MS. DICKSON: Right. Correct. We don't.
7 It's -- mine's more the concept that assessments
8 are the -- are going to be the alternative. But
9 you're right, because they're going to come back
10 and give us all the alternative funding. That's a
11 very good point.

12 MR. SELEP: My point would be to put it out --
13 put it out there in a -- in a live meeting with --
14 with the public, and socialize it there.

15 MS. DICKSON: And then, follow it up --

16 MR. SELEP: And then follow it up with a vote.

17 MS. DICKSON: With a -- yeah. And then, make
18 a -- not a fact focus, but one of the things that
19 we put out periodically. Haven't for quite some
20 time because there's not really been anything to
21 put out, but affirming all of that.

22 MR. SWANSON: It sounds like we have a plan
23 here. How much of this -- Scott wasn't here today.
24 Does it matter because we have the majority of the
25 board?

1 MR. BARNEBEY: I -- I will tell you, I've
2 talked to Scott -- yeah. No, it doesn't matter.
3 If you have a majority --

4 MR. SWANSON: Okay.

5 MR. BARNEBEY: -- if there's a consensus by
6 the board, then that's -- we'll move forward with
7 that.

8 MR. SWANSON: Okay.

9 MR. BARNEBEY: Obviously, you know, when it
10 comes back -- I mean, I always prefer to have Scott
11 here, but if it comes back, he can -- he can vote
12 against it if he wants to.

13 And -- but he indicated that -- that -- to me
14 at least, informally, that he would agree with
15 whatever the board moved forward with. I think
16 he'd like to see it resolved.

17 MR. SWANSON: Sure.

18 MR. BARNEBEY: And that was about as far as
19 that went. He didn't have any -- I asked him --
20 actually asked him if he had any specific things he
21 was looking for. He did not indicate anything
22 along that line.

23 All right. So propose governance committee.
24 We'll work out the details on that later, see if
25 that -- if that works. We already have a strategic

1 planning committee and a finance committee. Is
2 there anything along that line beyond saying we're
3 going to continue to have the strategic planning
4 and finance committee to advise us on strategic
5 planning and finance matters?

6 MR. SELEP: Yes.

7 MR. BARNEBEY: Okay.

8 MR. SELEP: So the strategic planning
9 committee, with the help of a consultant --

10 MR. BARNEBEY: Okay.

11 MS. DICKSON: Maybe. Maybe not. That -- we
12 could also rule that out, so let's not say that.

13 MR. SELEP: Yeah, that's a fair point. So the
14 strategic planning committee will -- will continue
15 to work on the -- on a three- to five-year business
16 plan.

17 MR. BARNEBEY: Probably going to be a
18 five-year business plan given what your charter
19 says. Just --

20 MR. SELEP: Yeah. That's -- that's fair too.
21 So five-year business plan. I was thinking about
22 the capital projects.

23 MR. BARNEBEY: Understood.

24 MR. HEITZNER: Actually, it should be five to
25 ten, but we'll just say five.

1 MR. BARNEBEY: Well, at a minimum, five.

2 Okay. That's fine.

3 MR. SELEP: And then, is -- I guess it's --
4 well, it would have to be. The strategic planning
5 team would also work to develop the -- help the
6 governance committee define tasks and
7 responsibilities.

8 MR. HEITZNER: Well, why don't we say --

9 MR. SELEP: Yeah, help me.

10 MR. HEITZNER: Why don't we just say that the
11 board will work to develop -- to -- you know, to
12 develop and implement a governance committee, and
13 how we do that is to be determined. I mean, I
14 don't know that we -- we just can't commit to
15 something.

16 MR. SWANSON: Well, let me ask this question
17 then. If it wasn't for what we're talking about
18 here, would we even be proposing that?

19 MR. HEITZNER: Yes.

20 MR. SWANSON: Yes?

21 MR. HEITZNER: I -- well, let me put it this
22 way. I would be proposing it to you all, and then
23 we could decide, but I intend --

24 MR. SWANSON: Okay.

25 MR. HEITZNER: -- I intend to -- I had

1 intended to propose that in our meeting on March
2 31st.

3 MR. SWANSON: Okay.

4 MR. HEITZNER: Now --

5 MR. SWANSON: Then it had nothing to do
6 with --

7 MR. HEITZNER: It had nothing to do with this.

8 MR. SELEP: So -- so can I back this up a
9 second? Sorry.

10 MS. DICKSON: It's okay.

11 MR. SELEP: We -- we took the consult out of
12 play here, and I think the consultant -- having the
13 third-party consultant in this mix is critical for
14 the -- with the Dean Matt conversation. Is there
15 any chance that we would not vote, the four of
16 us -- and Scott's not here -- that we would vote
17 not to hire a consultant?

18 MS. DICKSON: I believe there is because we
19 haven't seen the ultimate cost, and we haven't --
20 and we really haven't, at this point, negotiated
21 what they're going to do or not, and whether or not
22 any of these companies are going to say, "Oh, no.
23 We're not going to accept your survey results. We
24 have to do our" -- whatever they may do.

25 I think we could look at it and go, "This is a

1 huge amount of money, and do we really want to do
2 this and dive into it to this extent?" I don't --
3 you know, as opposed to --

4 MR. SELEP: Okay. But we just built a case
5 for the consultant, both on governance and on
6 strategic planning and a business plan. We just
7 built a case, so if it's not -- if it's not this
8 RFP --

9 MS. DICKSON: Yeah. I hear you.

10 MR. SELEP: -- it's -- then it's another RFP
11 that we write, and say, "Okay. We're going to go
12 bring a third party in to help -- to help define
13 the governance and help define the business plan.
14 We don't do any surveys. We don't do any of that.
15 We're going to go focus on these two pieces."

16 Because I think it gives us. I think it gives
17 us --

18 MS. DICKSON: Yeah. Well, it definitely gives
19 us credibility.

20 MR. SELEP: Exactly.

21 MS. DICKSON: No question about it. I'm just
22 saying, there's no guarantee.

23 MR. SWANSON: I have a feeling that these --
24 these companies would love to have this piece of
25 business, and they'll negotiate with us in good

1 faith on what we want to have.

2 MR. HEITZNER: Even if we come down to just,
3 "These are the two things that we want you to do."

4 MR. SELEP: Yes, absolutely.

5 MR. HEITZNER: And that brings the cost --

6 MR. SWANSON: Right. "Here's what we want to
7 get done. We don't want -- we want to do this. We
8 want to add this. We want to take this out."

9 And they're going to go, "Okay."

10 MS. DICKSON: And remember, we are at the
11 point where we did agree that number one is SCS,
12 and that we are going to now start to negotiate,
13 and that, frankly, is going to happen. And the
14 next meeting is March 30th, and they are actually
15 going to be present at that meeting with the
16 strategic planning group, so the negotiation will
17 be happening in public.

18 MR. SELEP: Then I propose that we put the
19 consulting piece back into this argument.

20 MR. BARNEBEY: Okay.

21 MR. SELEP: Okay? That we would -- we'll
22 bring -- we're going to hire a consultant to help
23 the development of the five-year plan, and help to
24 develop the definition, rules, and responsibilities
25 for the governance. And that was in SBC's quote

1 already, so...

2 MS. DICKSON: That was what? I'm sorry.

3 MR. SELEP: That was in their quote already.

4 MS. DICKSON: Yes.

5 MR. SWANSON: Question. This is going back to
6 what was said a little bit earlier around the
7 Supreme Court. And it's been 18 months, right,
8 since they've had that in their hands?

9 MR. HEITZNER: 20.

10 MR. SWANSON: 20, okay.

11 MR. HEITZNER: It's been a long time.

12 MR. SWANSON: Okay. So it's been -- it's over
13 18 months. And so, are these things usually -- two
14 years is kind of a limit to be able to have
15 something happen with them? Is that kind of the
16 deal? So we're looking at four months potentially
17 or give or take? Likelihood?

18 MR. MOORE: It seemed to me when I looked at
19 the decisions and looked at when the final judgment
20 was rendered, they were all roughly about two
21 years. Not all, but a majority of them were
22 roughly two years.

23 MR. SWANSON: Okay.

24 MR. MOORE: Give or take two months on either
25 side.

1 MS. DICKSON: We had a call, the three of
2 us -- probably a month and a half, two months
3 ago -- and I asked you if we could -- that we had
4 nothing to lose by sending a communication to the
5 Supreme Court letting them know what this is doing
6 to our community.

7 And I had asked you, Mark, if you would draft
8 something, let me look at it, and that we send it
9 out, which is basically asking for an expedited
10 hearing, or resolution, or whatever you call it,
11 and here are the reasons why.

12 And my point was, we don't have anything to
13 lose by telling them. You know, it may impact or
14 not impact their decision, but they need to know
15 the extent to which this is really effecting us.
16 And I haven't seen anything, and I believe we
17 should do that.

18 MR. HEITZNER: So what -- so what some
19 attorneys have told me is, nobody will read the
20 letter. And --

21 MS. DICKSON: Then we've got nothing to lose.

22 MR. HEITZNER: -- so -- yeah. I guess there's
23 nothing to lose, but from what I've heard from
24 multiple sources is it won't get us anywhere.
25 But --

1 MS. DICKSON: And I heard, actually, from
2 someone else who said that they work in the
3 appellate field, and they are in Florida, who said,
4 "You can certainly ask for an expedited hearing."

5 Or what would you call it? Expedited hearing,
6 or resolution?

7 MR. MOORE: Expedited decision, resolution.
8 Because we don't know if there's going to be oral
9 argument.

10 MS. DICKSON: You're right. We don't know.
11 But we just -- how does it harm us to ask? I don't
12 believe it does. So if they don't read it, they
13 don't read it, but at least it's an effort.

14 MR. HEITZNER: Is there any harm?

15 MR. SWANSON: Is it going to irritate
16 somebody?

17 MR. MOORE: I -- I'm -- I'm guessing and I'm
18 looking in the crystal ball that I don't have. I'm
19 always hesitant to push a judge to make a decision,
20 just because I don't want them to be rushed or to
21 be upset and delay it even further.

22 I -- I've talked to a number of people,
23 appellate attorneys in Tallahassee, around the
24 state, and they all seem to say the same thing of,
25 "I don't know that I would do it. It doesn't seem

1 like it would be at all helpful."

2 But, you know, if you're thinking about --
3 you're at that stage, you know, let us know, and
4 we'll, you know, help you figure out what the best
5 way to approach it is.

6 And most of the time, it's -- and I don't
7 really want to say -- I'm using the wrong language
8 here -- but a back-channel way of doing it. So
9 it's not really writing something and doing it.
10 It's kind of going to the clerk and -- someone that
11 has a connection to the clerk and being like,
12 "What's going on?"

13 And perhaps nothing ever happens and things
14 just happen, or perhaps there is something that --
15 conversation that's happening when the clerk is
16 going to whichever justice it's assigned to saying,
17 you know, "Oh, this has been sitting here for --
18 for two years."

19 MS. DICKSON: Well, have we exhausted the back
20 channeling, because I don't feel like we've done
21 much of anything other than calling the clerk.
22 I've called the clerk and had two conversations.

23 MR. HEITZNER: We did hire an attorney at
24 one -- and appellate attorney at one point to --

25 MR. MOORE: We hired him, and he actually --

1 he just changed firms, so we had him do an amended
2 notice of appearance, so we have something that's
3 hit the file within the last week and a half. So
4 there is paper that's been generated.

5 And yes, I am -- for another government client
6 a long time ago, I was dealing with a Tallahassee
7 attorney. That firm does a lot of appellate work.
8 And he reached out to a friend -- a professor of
9 his at Florida State who was involved with the
10 Supreme Court, and he got a lot of advice from
11 them. And he's the one who said, "If you're
12 thinking about doing something, feel free to reach
13 back out to me," and I can see what he can do.

14 But at that time, it was -- I would just keep
15 waiting.

16 MR. SELEP: Here's the key. August is the
17 key. The minute -- the minute we assess, and the
18 minute we assess for two pieces, whether -- so the
19 irrigation and the kitchen, we're down the
20 assessment path. It makes no sense to go back to a
21 bond.

22 MS. DICKSON: Correct.

23 MR. SELEP: So -- and it -- at that point in
24 time, Dean Matt's off the table. Don't care, okay?
25 And the bond is off the table, and we're going to

1 assess.

2 MR. BARNEBEY: All right.

3 MR. HEITZNER: So I'll go back. I'll --
4 I'll -- these are good conversations. August is
5 the date?

6 MR. SWANSON: August 1st?

7 MS. DICKSON: Yes. Assume August 1st.

8 MR. MOORE: I mean, I can go reach out to Dean
9 Matt and say, "We've got four months to figure this
10 out, unless the Supreme Court rules before then.
11 Otherwise, you might win, but you really lose
12 because everyone's going to have to pay the money
13 right now."

14 MS. DICKSON: Including you.

15 MR. SWANSON: And they're going to know why,
16 which has already been made public.

17 MS. DICKSON: Well --

18 MR. SWANSON: You and I said this a million
19 times already --

20 MR. SELEP: Well, but I'm talking about making
21 it public --

22 MR. SWANSON: Absolutely.

23 MR. SELEP: -- like he's never seen before. I
24 mean, it's -- it's time to bring the community on
25 board.

1 MR. BARNEBEY: Okay. So let me go back to
2 where we're at. So we're -- so the grievance
3 committee, we're willing to look at potentially --

4 MR. HEITZNER: Governance.

5 MR. BARNEBEY: Governance.

6 MR. SELEP: Governance.

7 MR. SWANSON: I think we're all right the
8 first time now.

9 MR. BARNEBEY: The governance committee --

10 MR. SELEP: I'm not the only one.

11 MR. BARNEBEY: -- I'm sorry -- and the board
12 will work to -- to -- to create a governance
13 committee, and we -- get some -- just see if that's
14 of interest to him still. We're -- instead of the
15 business plan --

16 MR. MOORE: Well, let me stop you right there.
17 You read something from AI, and this is kind of
18 what my initial workout was:

19 "A committee consisting of X number of members
20 that serves as an impartial body responsible for
21 addressing concerns, resolving conflicts, and
22 promoting fair practices within UPRD."

23 And I continue on a lot more, but that's
24 really simple.

25 MR. SELEP: Yeah, I like it.

1 MR. BARNEBEY: At least, it will start the
2 discussion.

3 MR. SELEP: Yep. Okay.

4 MR. BARNEBEY: All right. We've already
5 talked about the strategic planning committee will
6 continue to work on the five-year business plan,
7 and we're going to hire a consultant to develop a
8 five-year plan, and work to define the governance
9 committee responsibilities.

10 The apology. You heard the apology. It's
11 probably not the right word, but --

12 MR. MOORE: I call it mutual acknowledgment.

13 MR. BARNEBEY: Mutual acknowledgment that Fred
14 had proposed.

15 MR. HEITZNER: I call it "save face."

16 MR. BARNEBEY: There you go. That's good.
17 Save face announcement by both parties, I assume
18 that's generally okay to --

19 MS. DICKSON: Uh-huh.

20 MR. BARNEBEY: -- at least discuss with him,
21 and then, obviously, the dismissal and release as
22 well by the parties.

23 MR. MOORE: I put that one down as "no
24 assessments."

25 MR. BARNEBEY: Yes. Okay. Anything else you

1 want us to talk to him about?

2 MR. SWANSON: We don't -- is it that the
3 responsibilities of the governance committee is
4 going to be to establish -- we're not going forward
5 with saying this is exactly what it is?

6 MR. HEITZNER: We said in here that we're
7 going to work with whatever consultant it is --

8 MR. SWANSON: To come up with that, okay.

9 MS. DICKSON: Yes. Okay. Yeah. And we're
10 not -- yeah. We're certainly not asking him for,
11 "Give us an outline of how you want this to -- to
12 look."

13 MR. BARNEBEY: Well, he may --

14 MR. SELEP: He may have ideas.

15 MR. BARNEBEY: He may have some ideas. We'll
16 take his ideas --

17 MR. SWANSON: We'll take his ideas --

18 MS. DICKSON: I'm sure he does.

19 MR. SWANSON: -- and we'll give them to the
20 consultant.

21 MS. DICKSON: Yeah. They'll take a look at
22 it, sure.

23 MR. BARNEBEY: So -- we'll see.

24 MR. SELEP: So, Mark, one last thing. Is this
25 a -- let's -- I want to talk about the process for

1 ten seconds. So Fred's going to draft. Do we need
2 to do a review before we send it?

3 MR. BARNEBEY: I think -- well, that's up to
4 you all, of course. I do think that -- I don't
5 know if we're going to send him anything. I think
6 we're going to talk to him about these things.

7 MR. MOORE: I think I'm probably going to send
8 him an email that simply says, "You may be aware we
9 had a shade meeting. There seems to be a consensus
10 to see if there's a desire to settle. I'd like to
11 schedule a call with you in the next two days."

12 MR. SELEP: Or meet with you in --
13 face-to-face.

14 MR. MOORE: Yeah. "Call or meet with you to
15 go over the old points."

16 And then, if he says no, then it's no. If he
17 says yes, then --

18 MR. SELEP: Okay. So --

19 MR. MOORE: -- we're going to talk about those
20 points and try to flesh him out more. Be like,
21 "This is it, right? Because I've got consensus on
22 these four points."

23 MR. HEITZNER: Right. So we need to schedule
24 a shade meeting, since we have to do that in
25 advance?

1 MR. BARNEBEY: Not yet, because if he says
2 no --

3 MR. MOORE: Give me five days.

4 MR. SWANSON: Should we pick a date and just
5 kill it if he doesn't -- if he says no?

6 MR. BARNEBEY: You can do that.

7 MS. DICKSON: So -- yeah. So if he says no,
8 and we meet again, then we've got a lot of work to
9 do communications-wise --

10 MR. HEITZNER: Yes.

11 MS. DICKSON: -- on not waiting any longer on
12 really hitting hard on, "Here's the calendar of
13 events coming up."

14 MR. HEITZNER: Yeah. Exactly.

15 MR. SELEP: Well, also if he says no, then I
16 think we need to have -- we need to have another
17 discussion about what other -- what other legal
18 actions we have.

19 MR. BARNEBEY: Well, we'll -- we're going to
20 stay out of that right now.

21 MS. DICKSON: Oh, okay.

22 MR. BARNEBEY: But -- but, yes, that's a fair
23 question.

24 Okay. That's fine. We can --

25 MR. SELEP: So I have one more question for

1 Fred. So you're going to meet --

2 MR. MOORE: I'm going to reach out.

3 MR. SELEP: And hopefully -- hopefully
4 negotiate a meeting.

5 MR. MOORE: Yes.

6 MR. SELEP: Okay. Who's in that meeting?

7 MS. DICKSON: Oh, good question.

8 MR. MOORE: I'm open to suggestions. I mean,
9 it could just be me and Mr. Matt. But if the
10 conversation I have is as a lot of them go, then
11 I -- but -- but saying I'm willing, then yes, I
12 would want somebody. But who, I don't know.

13 MR. SELEP: No?

14 MS. DICKSON: I don't know that you want
15 somebody who's on the --

16 MR. HEITZNER: Hit list?

17 MR. SELEP: We're all on the hit list.

18 MS. DICKSON: -- that's one way -- you left
19 off one letter, but yes.

20 MR. SWANSON: I'll do it. I'll do it.

21 MR. HEITZNER: I'll do it.

22 MS. DICKSON: Oh, I think you might be on the
23 list too.

24 MR. SELEP: We're all on the list.

25 MR. HEITZNER: Actually, you're on it more

1 than I am.

2 MS. CARVALHO: What about Scott?

3 MR. SWANSON: Well, you know, we're BIC's
4 so...

5 MR. HEITZNER: Well, I would not suggest
6 Sally.

7 MS. DICKSON: Oh, God no.

8 MR. SELEP: Sally's off the table. It's got
9 to be one of the two of you, I think.

10 MS. DICKSON: One of the two of who?

11 MR. SELEP: Scott -- one of the Steves.

12 MS. DICKSON: Why are you off the list?

13 MR. SELEP: I can be on the list, I suppose.
14 I -- I've been on his hit list -- we've all been on
15 his list. I guess it doesn't --

16 MS. DICKSON: Well, you're right. Well, all
17 but --

18 MR. BARNEBEY: Some more than others, so...

19 MR. SELEP: Well, I'm on his hit list because
20 I challenged him from the chair counsel when he
21 tried to take over the chair counsel meeting to run
22 for election. And then he ran, and he dropped out.

23 MR. SWANSON: Anybody that doesn't agree with
24 him is on his hit list.

25 MS. DICKSON: Yes. Exactly.

1 MR. SELEP: Correct.

2 MR. SWANSON: It's really the degree of which
3 you're on it.

4 MR. SELEP: Pick a guy. Pick the guy you
5 like. Doesn't matter.

6 MR. SWANSON: Should we try to pick a date for
7 a shade meeting, just in -- I just --

8 MR. BARNEBEY: Yeah. That's fine. Well, part
9 of that will just depend on scheduling, and I've
10 got some scheduling challenges coming up, so...

11 MR. MOORE: Well, why don't we -- I'll know
12 more when I reach out to him in the next several
13 days, and then I'll --

14 MR. HEITZNER: Why don't you get his feedback?
15 That will probably help us determine who's best
16 suited to meet with you.

17 MR. SELEP: That's a good point.

18 MR. MOORE: Okay.

19 MR. SWANSON: And then, at that point, if you
20 are going to meet with him, then we can try to pick
21 a shade meeting, a date for a shade meeting.

22 MS. CARVALHO: Yeah. We're going to have to
23 give -- between seven to ten days prior to that
24 date for advertisement.

25 MR. BARNEBEY: And I'll announce it here when

1 we get done. So --

2 MR. SWANSON: Okay.

3 MR. BARNEBEY: -- when we open it back up.

4 But -- all right. Well, but -- I assume that that
5 meeting would be after Fred has had a
6 conversation -- Fred and --

7 MR. SWANSON: The shade meeting?

8 MR. BARNEBEY: Yes.

9 MR. SWANSON: Absolutely. Yeah. Yeah. I was
10 just trying to get -- to get ahead of that.

11 MR. BARNEBEY: Yeah.

12 MR. SWANSON: Because I know how quickly time
13 can get away from us.

14 MR. SELEP: It might -- it might also be after
15 we've had the face-to-face, if we can get him --

16 MR. MOORE: I think we reach out. If there's
17 an interest in the dialogue, I get that set up
18 fairly quick with whomever we think at that point
19 in time is going to be the best, and as I'm
20 scheduling that meeting, we'll go ahead and get a
21 shade meeting on the books.

22 MS. CARVALHO: So, because the board can't
23 communicate when you get that settled, shouldn't
24 the board consider at this time now, first person,
25 second person so then you can proceed accordingly?

1 MR. MOORE: You can do it that way, or you can
2 just tell me that whoever I decide's going to be
3 the best person, I'm going to say, "You're it."

4 But I'm going to do it with consultation with
5 Mark. That's up to you. But --

6 MS. DICKSON: I think --

7 MR. MOORE: But I'm fairly certain it's not
8 going to be Sally. I think it's gonna be one of
9 the three sitting here.

10 MR. SELEP: All right. I don't care.

11 MR. HEITZNER: I'm okay, too.

12 MR. SWANSON: Doesn't matter.

13 MR. BARNEBEY: Okay. Then we'll pick somebody
14 and --

15 MS. CARVALHO: Okay.

16 MS. DICKSON: Yes. Any -- any of the -- any
17 of the three.

18 MR. MOORE: And I might ask him, in my
19 discussion with Dean, "Is there someone on the
20 board that you work with best?"

21 MR. SELEP: That's brilliant.

22 MS. DICKSON: I wouldn't.

23 MR. MOORE: I'm not telling --

24 MR. SWANSON: Except for Sally.

25 MR. MOORE: -- I'm not saying that --

1 MR. SWANSON: Well, no, I mean, I would never
2 ask you to go do that.

3 MR. MOORE: Yeah. Well, if he says Sally, I
4 say, "No. Is there someone else" --

5 MR. SWANSON: She's unavailable.

6 MR. MOORE: Right. But this way, it kind of
7 lets him give a little bit of the direction. A
8 little buy-in. But it doesn't mean we have to do
9 it.

10 MR. SWANSON: Sure.

11 MR. HEITZNER: He's going to tell you he wants
12 Scott Huebner there.

13 MR. MOORE: You think so?

14 MS. DICKSON: Oh, absolutely.

15 MR. MOORE: Okay.

16 MR. SWANSON: They're compatriots.

17 MR. BARNEBEY: Well, aside from Scott, just
18 because -- I mean, I -- not because Scott couldn't
19 do a good job, but because, you've got to get by
20 him by the -- from the entire board. I think
21 someone other than Scott would be the most
22 appropriate person to get that ultimate buy-in
23 from --

24 MR. SELEP: Well, and unfortunately, scott
25 couldn't be here to hear this entire conversation.

1 There's no way to catch him up.

2 MR. MOORE: Okay.

3 MS. DICKSON: Oh, and you're right. He -- we
4 can't -- when we walk out of here, you're not at
5 liberty to talk to him about what was said in here?

6 MR. BARNEBEY: Yes, we are.

7 MS. DICKSON: You are?

8 MR. BARNEBEY: Yes, because he's on the board.

9 MS. DICKSON: Oh, okay.

10 MR. SWANSON: And can he read the transcripts?

11 MR. BARNEBEY: Yes, once it's finished.

12 MR. HEITZNER: Well --

13 MR. SWANSON: You mean you would send the
14 transcripts out to him?

15 MR. BARNEBEY: No.

16 MS. DICKSON: No.

17 MR. HEITZNER: No.

18 MR. BARNEBEY: No. He could come to the
19 office.

20 MR. SWANSON: Come to the office. Okay. Very
21 well.

22 MR. BARNEBEY: We'd sit with him, make sure he
23 doesn't, like, take pictures of it, that kind of
24 stuff.

25 Okay. I'm looking at -- because I'm -- I'm --

1 like, the week of the 15th. Like, 15th or 16th is
2 my suggestion.

3 MR. HEITZNER: Of April?

4 MR. SWANSON: April?

5 MR. BARNEBEY: Uh-huh.

6 MR. SWANSON: Are you looking --

7 MR. SELEP: For a shade meeting?

8 MR. BARNEBEY: Yes, sir.

9 MR. SWANSON: That's a month.

10 MR. BARNEBEY: Well, I'm out from 26th through
11 the 6th, so that's a factor.

12 MR. SWANSON: Okay.

13 MR. BARNEBEY: Now, it could be before then.
14 We could go like the 8th or 9th.

15 MR. HEITZNER: The sooner the better.

16 MR. SWANSON: I --

17 MR. BARNEBEY: That's fine.

18 MS. DICKSON: Yeah.

19 MR. SWANSON: I agree with that.

20 MR. BARNEBEY: Let's get this --

21 MR. SELEP: Is this something -- Fred, is this
22 something you could manage?

23 MR. MOORE: I would probably have Marissa
24 maybe come with --

25 MR. BARNEBEY: Well, the shade -- the shade

1 meeting -- well, Marissa could, but I -- I'm
2 probably the most appropriate person for that.

3 MS. CARVALHO: So the 10th, we already have
4 the board meeting. Do we want to have a shade
5 before?

6 MR. BARNEBEY: Well, we can do that.

7 MR. HEITZNER: Yes.

8 MR. BARNEBEY: We could do that.

9 MS. DICKSON: Oh, that's a good idea.

10 MR. SWANSON: Thursday the 9th?

11 MR. BARNEBEY: Oh, I'm teaching a course that
12 morning from 11:00 to 12:00.

13 MS. CARVALHO: Oh, April 10th?

14 MR. BARNEBEY: Yes.

15 MR. HEITZNER: What -- how about the 8th?

16 MS. CARVALHO: How about the 9th?

17 MR. BARNEBEY: 8th is fine in the afternoon
18 for me, and the 9th is fine in the afternoon as
19 well.

20 MR. SWANSON: The 8th at 2:00?

21 MR. BARNEBEY: Yeah. Now, there is a
22 strategic planning committee meeting somewhere
23 here.

24 MS. DICKSON: 8th.

25 MR. BARNEBEY: On the 8th. Is that here?

1 Where is that at?

2 MS. DICKSON: Here.

3 MS. CARVALHO: That's at the Zoom --

4 MR. SELEP: It's here at 3:00.

5 MR. BARNEBEY: It's in the Zoom room? Okay.

6 MS. DICKSON: Yes.

7 MR. BARNEBEY: We can -- we can have meetings
8 at the same time. That doesn't prevent what we're
9 doing. All right. You want to do it on the 8th?

10 MR. SELEP: Or we could do -- we could do the
11 8th at 1:00 and be done by 3:00.

12 MR. BARNEBEY: Yeah. Yeah. If we do it by
13 1:30, we should be fine.

14 MS. CARVALHO: I won't be here if --

15 MR. BARNEBEY: What?

16 MS. CARVALHO: I have other projects. Huh?

17 MR. BARNEBEY: Kwame? Could Kwame attend?

18 MS. DICKSON: Do you need to be here?

19 MR. BARNEBEY: Well, that's --

20 MS. CARVALHO: Yeah. Do I need to be here?

21 MR. BARNEBEY: No.

22 MR. SELEP: I'd like to have you here, but...

23 MS. CARVALHO: So the 9th, I would be able to
24 be here, if you guys can do the 9th.

25 MS. DICKSON: I have a question. On -- are we

1 allowed to do it in the other room and have it
2 recorded and --

3 MR. BARNEBEY: No, we cannot.

4 MS. DICKSON: No, okay.

5 MR. BARNEBEY: I mean, we can have it in the
6 other room --

7 MS. DICKSON: Yeah.

8 MR. BARNEBEY: -- but it would be like we're
9 doing here.

10 MS. DICKSON: Could a -- could Kwame Zoom in?

11 MR. BARNEBEY: No.

12 MR. SELEP: No.

13 MS. DICKSON: No, okay.

14 MR. HEITZNER: You can do the 9th?

15 MS. CARVALHO: Yeah, I can do the 9th.

16 MR. HEITZNER: What about the 9th?

17 MS. CARVALHO: Yeah. Like, right now, the
18 recorder's off from my standpoint.

19 MR. SELEP: I can do the 9th, any time during
20 the day of the 9th is fine.

21 MR. SWANSON: 2:00 to 4:00.

22 MS. DICKSON: I can do it.

23 MR. HEITZNER: I can.

24 MS. CARVALHO: You can do the 9th, 2:00 to
25 4:00?

1 MR. HEITZNER: I can. I can, yeah.

2 MR. BARNEBEY: I'm good with that from -- any
3 time from -- in the afternoon is fine with me.

4 MR. MOORE: I should be. I'm at a deposition
5 in the morning, and let me just see who's taking
6 it.

7 MS. CARVALHO: So, once we confirm that, Mark,
8 if you could kind of walk the board through what
9 the process is when we leave the shade meeting, and
10 what will be discussed in the Board of Supervisors
11 meeting when we go back into the meeting.

12 MR. MOORE: I think that that would work.

13 MR. HEITZNER: You mean, today?

14 MS. CARVALHO: Today. Today.

15 MR. BARNEBEY: Well, that's going to be pretty
16 simple in this case.

17 MS. CARVALHO: Yeah.

18 MR. BARNEBEY: At this point, we'll go back
19 into public. We will close -- officially close the
20 shade meeting, and then we'll -- and then I'll
21 say -- I'm going to say, "At this point, we have no
22 actions to be taken at this time," and we're done
23 that quickly.

24 MS. CARVALHO: And then -- do -- does [sic]
25 the board going to announce this shade meeting?

1 MR. BARNEBEY: Oh. In this case -- thank
2 you -- in this, I'm going to announce the next
3 shade meeting.

4 MS. CARVALHO: Okay. Let me know when you're
5 ready.

6 MR. BARNEBEY: I'll read that. Okay. Anybody
7 else before we finish up with the closed session?
8 Okay. Back in public session, Mr. Chairman?

9 MR. HEITZNER: We have just completed the
10 shade meeting, and we're going to close that
11 portion and open -- and we've opened up into a
12 public meeting. Public meeting?

13 MR. BARNEBEY: Yes, Mr. Chairman.

14 (The private attorney-client portion of the
15 meeting was concluded, and the public portion of
16 the meeting continued at 3:15 p.m. as follows:)

17 MR. BARNEBEY: At this point, we have no other
18 action to take at this time other than the board
19 has requested a -- a follow-up shade meeting. That
20 shade meeting would be held under the
21 attorney-clients provisions under Florida Law --
22 Sunshine Law section 286.011(8) on April the 9th at
23 2:00 p.m., and lasting approximately 90 minutes.
24 And that's at our request as your district counsel.

25 The -- that meeting will be held here in the

1 business offices at 8301 The Park Boulevard,
2 University Park; and the meeting will commence in
3 an open session, as we did today, and then move
4 into an attorney-client session limited in
5 attendance to the district attorney's, Mark
6 Barnebey and Fred Moore, district manager Vivian
7 Carvalho, and the Board of Supervisors of the
8 district, Sally Dixon, Steve Heitzner, Scott
9 Huebner, and Greg Selep, and Steve Swanson, as well
10 as a court reporter who will transcribe the full
11 proceedings and remain part of the public record
12 for release at the conclusion of the litigation for
13 the purpose, again, of discussing settlement
14 negotiations or strategy sessions related to
15 litigation expenditures in the court case of Dean
16 Matt versus University Park Recreation District
17 SC-2024-0990. And at the conclusion of the private
18 portion of that meeting, the meeting shall be
19 opened -- reopened to the public.

20 And that is all I have today. Thank you,
21 Mr. Chairman.

22 MR. HEITZNER: All right. Motion to close the
23 meeting.

24 MS. DICKSON: So moved.

25 MR. HEITZNER: Second?

1 MR. SWANSON: Second.

2 MR. HEITZNER: All in favor?

3 (Unanimous ayes.)

4 (The special meeting and attorney-client session meeting
5 was concluded at 3:17 p.m.)
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1 CERTIFICATE OF COURT REPORTER

2 STATE OF FLORIDA

3 COUNTY OF SARASOTA
4

5 I, Michelle Parks, Certified Verbatim Reporter, do
6 hereby certify that I was authorized to and did
7 stenographically report the University Park Recreation
8 District Board of Supervisors Special Meeting and
9 Attorney-client Session Meeting regarding Case No.
10 SC2024-0990, and that the foregoing transcript is a true
11 record of my stenographic notes.
12

13 I FURTHER CERTIFY that I am not a relative,
14 employee, or attorney, or counsel of any of the parties,
15 nor am I a relative or employee of any of the parties'
16 attorney or counsel connected with the action, nor am I
17 financially interested in the action.
18

19 DATED this 8th day of April, 2026 at Sarasota
20 County, Florida.
21
22

23 24 _____
25 Michelle Parks, CVR