

Shade Meeting

University Park Recreation District Board of Supervisors

June 8, 2026



LIBERTY COURT REPORTING

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PUBLIC NOTICE
UNIVERSITY PARK RECREATION DISTRICT
S P E C I A L M E E T I N G
ATTORNEY/CLIENT SESSION MEETING
June 8, 2026, AT 9:00 A.M.

Location: The Business Offices
8301 The Park Boulevard
University Park, FL 34201

District Attorneys: Mark Barnebey, Esq.
Fred Moore, Esq.

District Manager: Vivian Carvalho

Board of Supervisors: Steve Heitzner
Scott Huebner
Gregory Selep
Steve Swanson

Proceedings were taken before:
Olivia Cristantiello, CSR
Liberty Court Reporting

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

MS. CARVALHO: University Park Recreation District special meeting and attorney-client session meeting is now called to order. Today is Monday June 8th. It's exactly 9 o'clock a.m.

Let's do roll call.

Steve Heitzner?

MR. HEITZNER: Here.

MS. CARVALHO: Scott Huebner?

MR. HUEBNER: Here.

MS. CARVALHO: Gregory Selep?

MR. SELEP: Here.

MS. CARVALHO: Steve Swanson?

MR. SWANSON: Here.

MS. CARVALHO: Pass it over to Mark in which he'll provide some overview for the record.

MR. BARNEBEY: Good morning, thank you. Mark Barnebey for the record. This is requesting a shade meeting attorney-client session under provision under Sunshine Law Section 286.011(8), Florida Statute. On this Monday June 8th, 2026, beginning at 9 a.m.

We expect this to last about ninety minutes. This is at our request. This meeting is being held in the business offices located 8301 The Park

1 Boulevard, University Park, Florida 34201.

2 This meeting is commencing in an opening
3 meeting, there is no one in attendance, however.
4 And then we'll move into attorney-client session
5 limited in attendance to the district attorneys,
6 Mark Barnebey and Fred Moore, District Manager
7 Vivian Carvalho, who will meet privately with the
8 Board of Supervisors of the University Park
9 Recreation District, which would be Steve Heitzner,
10 Scott Huebner, Greg Selep and Steve Swanson. And a
11 court reporter who will be transcribing the full
12 proceedings to be made part of the public record for
13 release at the conclusion of the litigation for the
14 purposes of discussing settlement negotiations or
15 strategy sessions related to the litigation
16 expenditures in the following court case of Dean
17 Matt versus the State of Florida and the University
18 Park Recreation District, SC-2024-0990 and including
19 the case number 2024C-800252.

20 At the conclusion of the private portions of
21 this meeting, the meeting shall reopen to the
22 public. And with that, we'll now move into private
23 session.

24 P R I V A T E S E S S I O N

25 MR. BARNEBEY: You ready?

1 MS. CARVALHO: Sure.

2 MR. BARNEBEY: All right. Good morning, again.
3 Let me just remind everybody, I do this every time,
4 this is being transcribed so just remember that
5 anything you say will come out to the public at some
6 point, so just be cognizant of that.

7 MR. SWANSON: Why does he always look at me
8 when he says that?

9 MR. SELEP: It is what it is.

10 MR. SWANSON: It's a rhetorical question.

11 MR. BARNEBEY: Just be careful. Secondly,
12 again, we have a court reporter here. So one person
13 at a time as much as possible because it's difficult
14 for them to do more than one.

15 With that, Mr. Chair.

16 MR. HEITZNER: Okay. We left the last shade
17 meeting saying I would have a follow-up meeting with
18 Dean Matt. And with the help of Rusty coordinating
19 that, we had that meeting. And then following that
20 meeting, we had a call on Friday, Mark and I had a
21 call with Dean Matt and his attorney. So we'll get
22 to that as we move kind of through this.

23 So I went through with Dean Matt, went through
24 each of the points that were in the settlement
25 consideration that we received from Dean Matt's

1 attorney and that we discussed in our last shade
2 meeting. So as we got into our meeting that I had
3 with Dean, with Rusty there, we went in order of
4 what Dean said at the time were the most important
5 things.

6 So the first thing we'll talk about is what he
7 said is the most important. All right? So the
8 first one was the reorganization of PBM and this is
9 what he indicated he wanted.

10 He wanted John Fetsick to start reporting to
11 the Board now while we figure out what the right
12 structure is, and doesn't want to leave it
13 open-ended with us saying that, you know, we're
14 going to use SCS to help us determine what the right
15 structure of PBM is. But while we're trying to
16 figure out how we do that, he thinks John should
17 begin reporting to the Board immediately.

18 This brings me to the new -- let me first say
19 for me, personally, I have never believed more
20 strongly that John Fetsick should be reporting to
21 this Board. I don't like the structure of PBM. And
22 there is a reorganization going on. You've all
23 received information on this. Some of you have read
24 it, some of you haven't.

25 There is a reorganization going on where the

1 PBM Management Committee, that's being eliminated
2 and it's being replaced by something that is going
3 to be called -- it's going to be called something
4 else, but it's still going to be a three-person
5 committee.

6 MR. SWANSON: Is that of their own volition
7 they're doing this?

8 MR. HEITZNER: Who?

9 MR. SWANSON: PBM.

10 MR. HEITZNER: PBM has nothing to do with this.
11 PBM was not aware that any of this was happening.
12 This is at the -- this is the UPCA Board, all
13 right --

14 MR. SWANSON: Is requesting this?

15 MR. HEITZNER: The UPCA Board is not
16 requesting this. The (crosstalk)

17 MR. SELEP: -- doing it.

18 MR. HEITZNER: -- without consulting PBM
19 Management Committee. And apparently, the reason
20 for that were legal reasons. I don't know. I
21 didn't ask a lot of questions.

22 So here -- here's the thing. Right now, the
23 way that it works with John Fetsick, John Fetsick
24 reports to the PBM Management Committee and all of
25 the 150 plus employees of the club follow suit with

1 that.

2 If -- this is hypothetical. If we wanted to
3 discipline John Fetsick, if we wanted to fire John
4 Fetsick today, this Board makes a recommendation to
5 the PBM Management Committee and the PBM Management
6 Committee makes the final decision on whether or not
7 he should be fired.

8 MR. SWANSON: That three-person --

9 MR. HEITZNER: That three-person management
10 committee. In the new operating agreement, PBM
11 Management Committee doesn't exist in its current
12 form, although it's still three people, we make --
13 in that scenario, we would make a recommendation to
14 the -- to this new committee reasons why we think
15 John Fetsick should be disciplined or terminated.

16 They would either agree or disagree with us.
17 If they disagree with us, it stops there. If they
18 agree with us, it then goes to the UPCA Board who
19 makes the final decision.

20 So what I told Tom Christopher was, look, we're
21 in the middle of these settlement negotiations.
22 This is taking the accountability for John Fetsick
23 further away from the Board, not closer to the
24 Board. And if we're going to have any chance of
25 settling this, we've got to get it closer to the

1 Board, not further away.

2 He didn't understand what I was talking about.
3 I said, well -- I just kind of went through that
4 scenario. I said, effectively UPCA Board is now
5 running the club. He said, no. I said, well, yes,
6 they are because they have the say over whether or
7 not the general manager of the club or the employees
8 who follow should be disciplined, should be
9 terminated, et cetera. That means you're running
10 the club. He said, well, he's got to go back to
11 talk to his attorneys.

12 I also said that there is nothing in your
13 operating agreement that refers to the UPRD Board.
14 There's one mention across the entire agreement,
15 which you can read, refers to the Board.

16 So what I have said is, look, we need John
17 Fetsick to have more accountability to this Board.
18 I understand that there's issues with public records
19 and Sunshine Laws and all that, and that's why the
20 whole structure was originally created. But now in
21 this new structure, we're going the opposite
22 direction, we're going to further away.

23 We have got to figure out, this is me talking
24 to Tom, we've got to figure out a way where John
25 Fetsick is accountable to this Board. He is in

1 agreement with me. He just doesn't know how we can
2 do it legally yet, and we also need to work with SCS
3 in terms of how all of this gets structured.

4 But for all practical purposes in my
5 conversation with him, John's going to report to
6 this Board -- report to this Board, in theory, but
7 not technically. And I'm trying to figure out how
8 we can craft that, word that so that it's amenable
9 to what Dean Matt is requesting but also amenable,
10 more importantly amenable to what this Board wants.

11 My conversations with Mark, I don't believe
12 that we can have John Fetsick start reporting to
13 this Board tomorrow. We can't. There is way too
14 much to undo to get that done. So this --

15 MR. SWANSON: Did he understand that?

16 MR. HEITZNER: Who?

17 MR. SWANSON: Dean.

18 MR. HEITZNER: Well, he said that, Steve, you
19 go meet with Tom Christopher and try to figure that
20 out. So I did, and I just told you what I --

21 MR. SWANSON: Right.

22 MR. HEITZNER: -- figured out, talked to Mark
23 legally, et cetera. So I can go back to Dean on
24 this point and I can tell him, I can lay out how
25 John Fetsick is going to be accountable to the

1 Board, that we can -- we can develop his MBOs, we
2 can request whatever level of oversight we want over
3 how he is performing against those MBOs. We can
4 provide direction that will be followed that will
5 come from this Board. Everything that we would want
6 to do with John reporting to the Board, we can do
7 without him technically reporting to the Board.

8 I think we can get that -- I think we can
9 probably convince Dean, as long as we act that way,
10 you know, that we act that we are John Fetsick's
11 boss. I think we can convince him that this is good
12 until we figure out, legally, what a new structure
13 will be.

14 MR. SELEP: Steve, the wording of the new
15 agreement, Fetsick's -- Fetsick's time is
16 100 percent RD, correct?

17 MR. HEITZNER: Yes.

18 MR. SELEP: No longer the split.

19 MR. HEITZNER: No longer the split.

20 MR. BARNEBEY: I think your comments were right
21 and your assumptions were right. The only thing
22 that -- you know, I talked to him after you got off
23 the call. The only thing that concerned me was
24 timing because Dean wanted to get this all done in
25 30 days.

1 MR. HEITZNER: Not going to happen.

2 MR. BARNEBEY: That is not going to happen. I
3 told him. I assured him and I said, trust me, and I
4 backed off and I said, I'm not sure you do trust me,
5 but I said I can assure you the Board is looking at
6 this issue and that it's going take us a little time
7 to get there. I think he realizes that. But he was
8 talking about (crosstalk) --

9 MR. HEITZNER: And Rusty and I had that
10 conversation prior to the meeting, and he had that
11 conversation with Dean. And I think that, you know,
12 if you're Dean you still keep pushing on this,
13 right? You still keep pushing on it. And in this
14 case, for this particular item, we do the best we
15 can to reach an agreement right now and then push
16 forward on what a new structure could look like, if
17 possible, in whatever timeframe we think that's
18 going to be.

19 MR. SWANSON: Is the biggest hurdle or downside
20 to having him report to the Board the, you know, the
21 issue with everybody's salary being public? Is
22 that the biggest hurdle?

23 MR. HEITZNER: It's not salary as much as it
24 is, say, you're a server and you screw up and you're
25 going to get disciplinary action.

1 MR. SWANSON: That's public?

2 MR. HEITZNER: That's public.

3 MR. SWANSON: There is no way to shield it from
4 that?

5 MR. HEITZNER: Not if it is subject to Sunshine
6 Laws.

7 MR. SWANSON: Are we saying that every
8 government entity on the planet, or at least in this
9 country, if somebody is disciplined it's a matter of
10 public record? Because I think there would be
11 nobody left in Congress.

12 MR. BARNEBEY: As a general rule, that is the
13 case. There are some exceptions depending on the
14 nature of the action or what caused, could tie to
15 ADA that sort of thing. But generally, yes.

16 MR. HEITZNER: I think you learned Congress
17 doesn't discipline anybody.

18 MR. SWANSON: Including themselves.

19 MR. BARNEBEY: Not every government, there's
20 some exceptions, but all the local governments.

21 MR. SWANSON: Local government, so that has to
22 be public record if somebody is disciplined for
23 showing up late or something?

24 MR. BARNEBEY: Yes.

25 MR. SWANSON: Okay.

1 MR. SELEP: Steve, what is your feel of why
2 this is his number one issue?

3 MR. HEITZNER: Because he believes that John
4 Fetsick is accountable to no one. And I don't
5 disagree with him on that particular -- technically,
6 I don't disagree with that.

7 MR. SELEP: There were some actions that didn't
8 have consequences.

9 MR. HEITZNER: Yes.

10 MR. SELEP: I don't disagree with that either.

11 MR. HUEBNER: While we're sorting out this
12 agreement and the changes with Park Boulevard
13 Management, is it possible for us to draft a letter
14 that says for practical purposes, he reports
15 100 percent to us and is accountable to the RD until
16 we sort it out? So there's just a mutual
17 understanding of the way things are while we're
18 stumbling forward.

19 MR. SELEP: What would you do with the letter?

20 MR. HUEBNER: Just be sort of a letter of
21 understanding.

22 MR. SELEP: Between who and who?

23 MR. HUEBNER: Us and UPCAII.

24 MR. SWANSON: And published.

25 MR. HUEBNER: Especially if we're paying

1 100 percent of the guy's salary.

2 MR. BARNEBEY: The answer -- if that was
3 appropriate for the settlement, then that is
4 probably what we would do.

5 MR. HUEBNER: Not sure if it has any legal
6 bearing --

7 MR. HEITZNER: I think -- it wouldn't have any
8 legal bearing because we're not technically changing
9 his reporting structure, but I think that's the kind
10 of thing that we would need to do to try to appease
11 that piece of the settlement.

12 MR. SWANSON: What's your feel for how John
13 would perceive this?

14 MR. HEITZNER: I think John would be fine with
15 it. That's -- it's not an issue with John.

16 MR. SWANSON: Okay.

17 MR. HEITZNER: I don't think it's an issue with
18 anybody. There's technicalities. That's that item.

19 MR. SWANSON: That was the number one item?

20 MR. HEITZNER: That was the number one item.
21 Okay.

22 The number two item was governance. And if you
23 recall from the agreement what some of the requests
24 were and what we as a Board said that we could live
25 with, so we kind of debated through this and I think

1 we landed -- this one we're in an okay place based
2 on the conversations that we had and this Board said
3 we can live with. We're not going to -- we're going
4 to put Dean Matt on the committee. We're not going
5 to appoint him Chair. We're not going to appoint
6 Chris Edwards.

7 MR. SWANSON: We'll go through the rest of the
8 process normally?

9 MR. HEITZNER: We're going to move through
10 the -- we have to figure out what the process -- you
11 know, we have to determine the process for selecting
12 who the members of that committee will be. The
13 suggestion that he was okay with was each board
14 member of this group, each board member selecting
15 one person from the community that they thought
16 would be good members of that committee.

17 His only concern is that we keep the governance
18 committee balanced and it's not -- it's a hybrid of
19 the community, not one fraction of the community,
20 which I think is fair.

21 MR. SWANSON: That's fair.

22 MR. HEITZNER: So we can kind of hash out what
23 that detail is. The one -- the biggest sticking
24 point for him in this piece is, is that in the
25 charter, the draft charter that Scott has shared

1 with us, it indicates that a committee member can be
2 removed for -- by a majority of the Board and he
3 wants it to be a unanimous decision by the Board
4 versus a majority vote.

5 My opinion, I -- if that's a deal breaker, we
6 can live with that.

7 MR. HUEBNER: So the last line, I think in that
8 agreement says that we can change the policies and
9 procedures of the thing whenever we see fit. So if
10 we agree to it now and it provides a level of
11 comfort and it becomes problematic, changes can be
12 made.

13 MR. SELEP: Do the other charters for the other
14 committees need to be consistent?

15 MR. BARNEBEY: Legally, no. But it's up to --

16 MR. SELEP: I know legally no, but --

17 MR. BARNEBEY: Now, the other thing you can do
18 is supermajority. It's kind of a compromise. The
19 four out of the five of you would have to agree.

20 MR. HUEBNER: The question is: Do we want to
21 parse every element or just yield and try to agree
22 to as much as we can, knowing that we still have
23 options later on?

24 MR. SWANSON: Let's hear the rest of them.

25 MR. HEITZNER: Probably a good idea.

1 MR. SWANSON: And come back to this.

2 MR. HEITZNER: So this one is not -- this one,
3 we can get there on that one.

4 Okay. His third item was appointing Rusty to
5 the Board, and I said that I didn't think that was
6 fair to Rusty, and Rusty said I don't think that's
7 fair to Rusty.

8 MR. SWANSON: Rusty was there when you said
9 this?

10 MR. HEITZNER: Yes. Yes. And so he said he
11 didn't think it was fair to him either, he doesn't
12 want to be on the Board because of a settlement. He
13 wants to be on the Board because he knows the
14 community, he's been on the Board before. He thinks
15 he can add value to the Board.

16 I said, okay. I said, so what about -- I said
17 we're not going to put -- I said, we're only going
18 to put somebody on the Board other than Rusty is if
19 that candidate is a better candidate than Rusty.

20 I said, so you know, wouldn't you agree that
21 there might be, hypothetically, maybe there's
22 somebody out there that even Rusty thinks is a
23 better candidate than him? Would we not have the
24 ability to select that person? Maybe you even think
25 that person would be a better candidate? So I

1 said -- and I said, I don't know if that's the case.
2 I am just saying that, you know, maybe there's a way
3 that, you know, we talked about this in the very
4 beginning, remember, does he have any kind of
5 approval rights over who we select on the Board.

6 And, you know, his opinion was that, to him,
7 that was even more weird than appointing Rusty to
8 the Board. But he said if that's what you want to
9 do, he'd be okay with that.

10 MR. BARNEBEY: I don't think you can do that.

11 MR. HEITZNER: So back to if we want to settle,
12 then, you know, we decide that we appoint Rusty to
13 the Board, which we can do.

14 MR. SWANSON: That's sort of nonnegotiable for
15 him, right?

16 MR. HEITZNER: This board position is a
17 nonnegotiable. He would be okay with another
18 process.

19 MR. SWANSON: As long as Rusty is appointed.

20 MR. HEITZNER: Or somebody else, that he has
21 the right to approve.

22 MR. SWANSON: But it sounds like even if he
23 wants that to happen, Rusty doesn't want that to
24 happen in that manner.

25 MR. HEITZNER: Right. Correct.

1 MR. SWANSON: So how does that impact his --
2 his -- because Rusty said, I don't want to be put on
3 the Board like that. So how does that -- Rusty is
4 sort of taking himself out of it at that point.

5 MR. HEITZNER: He's not taking himself out
6 because he could still get appointed to the Board.

7 MR. SWANSON: Right. Right. But again, how
8 does that impact Dean if Rusty doesn't get
9 appointed?

10 MR. SELEP: So what's the difference if Rusty
11 gets on the Board because there's a settlement, or
12 Dean Matt holds a gun to the side of my head and I
13 vote for Rusty? What's the difference?

14 MR. HEITZNER: There is no difference.

15 MR. SELEP: Thank you.

16 MR. SWANSON: Let's go to four.

17 MR. BARNEBEY: Well, other than the fact that
18 you don't have to appoint Rusty.

19 MR. HEITZNER: That's correct. Okay. This
20 next one gets more complicated and Mark will step in
21 here. So this is why we had a call with Dean's
22 attorney and Dean on Friday.

23 He wants to -- his mission is to make this
24 settlement look like a big win to the community,
25 okay, and that because of his actions, there's a win

1 for the community. And that win would be that we
2 don't access \$21 million. So we have a bond that
3 was approved by the residents for \$21 million.
4 Okay? That's effectively \$18 million that we have
5 to spend, et cetera.

6 He wants to cap that amount, and the amount
7 that we can get him to agree on would be the cost of
8 the irrigation and the cost of the kitchen. So
9 let's just say for conversation sake the kitchen is
10 6 million, the irrigation is 5, he would be okay at
11 11 million if that's what those two things cost.

12 However, he'd actually like that 11 million to
13 only be 8 and a half million because he wants us
14 assess the golfers to the tune of 1.5 million
15 dollars to pay a more proportionate share of the
16 irrigation costs.

17 So if -- so let me just -- I'll just throw this
18 out here and then Mark can take over because there's
19 legal implications to what I'm about to say. So
20 everybody gets an assessment for the irrigation.
21 All right? The average cost per homeowner is
22 \$4,000. All right? So it ranges from like 4,000 to
23 \$10,000 in that range.

24 Let's just say that, Scott Huebner, you're
25 going to be assessed \$4,000, 50 percent market

1 value, 50 percent fixed, but you've got a golf
2 membership, so you're now paying \$4,500 instead of
3 \$4,000.

4 Steve, you are not a golfer, you're going to be
5 assessed \$4,000, not 4,500. Only the golf
6 memberships are going to assessed 4,500.

7 MR. SELEP: So 1.5 million by 450 is \$3,300.

8 MR. HEITZNER: I'm just -- this is a
9 hypothetical.

10 MR. SWANSON: I was trying to resolve.
11 11 million he wants to be, but only 8 and a half.
12 The golfers making the difference --

13 MR. HEITZNER: Yes.

14 MR. BARNEBEY: It would be nine and a half.

15 MR. SWANSON: I got you.

16 MR. HEITZNER: Bad math. Monday morning math.

17 MR. SWANSON: Gotcha, okay.

18 MR. HEITZNER: You're right. I'm just making
19 up numbers. We've already published a methodology
20 that we're going to assess for the irrigation, which
21 is 50 percent market value for home and 50 percent
22 fixed cost spread evenly across all the homeowners.

23 So can we change that assessment methodology
24 legally? Probably, but this is where I'm going to
25 turn it over to Mark where he can then rehash the

1 conversation we had with Dean and his attorney.

2 MR. BARNEBEY: Okay. We've got lots of little
3 issues here.

4 MR. HEITZNER: And when we finish this, we get
5 to come back to the fact that are we willing to cap,
6 you know, the bond at that and not take the money.
7 And then, so that means we would go out and we
8 wouldn't buy \$21 million bond, we would buy 9 and a
9 half.

10 MR. SELEP: I do want to come back to that
11 because the question becomes is that really
12 economically sound.

13 MR. HEITZNER: Yeah, so --

14 MR. BARNEBEY: Okay.

15 MR. MOORE: Does it include, though, your bond
16 fee? Because I keep hearing 9 and a half, and it's
17 only the kitchen and the irrigation, but there's
18 still the bond fee.

19 The UIC can always go back to just the kitchen
20 and irrigation.

21 (Crosstalk)

22 MR. MOORE: He keeps complaining, I want to
23 make sure --

24 MR. HEITZNER: The numbers are -- he is
25 throwing out numbers. I'm throwing out numbers.

1 MR. SWANSON: We can massage that.

2 MR. HEITZNER: We don't know exactly what those
3 numbers are until we --

4 MR. BARNEBEY: Okay. As for the assessment,
5 the assessment was based on -- and the loan, the
6 \$500,000 loan was based on us doing an assessment
7 for \$500,000. In order to get that changed, we
8 would have to talk to the bank about saying, hey,
9 we're not going to assess the full 5, we're going to
10 assess the 4 and a half. And the other one and a
11 half would come from the --

12 MR. SWANSON: From the golf course.

13 MR. BARNEBEY: From the golf course.

14 (Crosstalk)

15 MR. BARNEBEY: They don't have to. I don't
16 know. That's the first issue. I mean, if they
17 accept that, then yes, we could do that. There are
18 other things we would have to, in addition to that,
19 in order to do that process, we would have to go
20 through a --

21 MS. CARVALHO: 1-7 process all over again.

22 MR. BARNEBEY: Well, we'd probably have to go
23 through a 1-7 process all over again and we'd have
24 to do a fee -- we'd have to revise our fee schedule
25 to charge fees -- you know, additional fees to, I

1 guess, full membership or just golfers, or just one
2 or the other. It just depends. I don't know what
3 those numbers would look like that, but that was
4 something that we thought you'd probably have to do.

5 So the process in doing that, it will take us
6 time to do that. I don't think we can get it done
7 in the time we need for the current assessment,
8 unless we extend the assessment out, the loan out
9 for another year.

10 Then there was discussion about us doing the
11 assessment -- doing the assessment and then
12 reimbursing those people after we do start doing a
13 fee.

14 Again, there's a whole lot of things, and I
15 question whether that's legal because we're giving
16 money raised for public purpose, in some cases to
17 people that are not residents, I mean, that are not
18 subject to this.

19 So there are a number of questions with that I
20 have. Actually, I'm looking -- I'm having some
21 research done on that just because I've never heard
22 of it being done. I have heard it talked about, but
23 there's questions about it, a reimbursement type of
24 thing.

25 So now, can -- we can say, hey, look, we're

1 going to create a capital fund for future
2 expenditures of the golf course and raise the fees
3 to reflect that. That we could do. But the problem
4 with the \$5 million that we currently have, that
5 will be -- that is an issue.

6 Now, as far as dropping the -- dropping the BAN
7 and going to the bond questions and the issue of the
8 bond, we would have to -- we would have to readdress
9 that.

10 MS. CARVALHO: Would we have to go through a
11 bond referendum again?

12 MR. BARNEBEY: I don't think so because it says
13 up to.

14 MR. SELEP: We would have to go through another
15 referendum if we were doing another piece of work.

16 MR. BARNEBEY: Yes, but if it exceeds the
17 five-year period. The payout. Yes.

18 MR. SWANSON: Personally, and this is just my
19 perspective, and not because it's going to -- I
20 don't have a problem spending money in this
21 community at all. I even said that when I was
22 running. Everybody benefits from the golf course
23 irrigation, whether they play golf or not.

24 This golf course would be toast if we didn't
25 have that irrigation and everybody's property value

1 would suffer. We wouldn't get as much play, you
2 wouldn't get much revenue.

3 MR. HEITZNER: Let me stop you there. So the
4 argument to that is, yes, everybody is still paying
5 for the golf course irrigation. They're just not
6 paying the full 500,000 premium. The golfers who
7 benefit even more from the golf course are paying
8 the premium. That's -- that's --

9 MR. SWANSON: But you can't disassociate a lack
10 of revenue that would come because this course would
11 be a mess and couldn't charge the fees that we
12 charge in season, or even out of season, from
13 everybody that benefits from that.

14 MR. SELEP: And any short fall would be
15 reflected in dues that cover all of the -- (crosstalk)

16 MR. SWANSON: I mean, no one is coming here to
17 pay \$180 in the season if this is a hayfield. I can
18 go pay half that or a fraction of that at some of
19 these other dog tracks as a golfer. So maybe
20 that's -- the rest of what he's asking about, I
21 could live with.

22 MR. HEITZNER: What do you mean? Capping the
23 bond?

24 MR. SWANSON: Yeah. That would force us to
25 come up with alternative ways to get the rest of the

1 stuff done if we wanted to, re-purposing the
2 buildings, whatever. Which, honestly, at the end of
3 the day if the bond doesn't come through, we would
4 have to do that any way. And what, we've only got
5 six weeks before we have to make that call, so that
6 would force us to put on our thinking caps and look
7 at different ways to re-purpose existing buildings
8 in this community for what it's worth.

9 MR. HUEBNER: So I have no problem with the
10 golfers paying disproportionate amount for the
11 irrigation. I do feel that we gain the greatest
12 benefit from it. So in all honesty, would I love
13 someone else to pay for my bills, I can see where he
14 is coming from.

15 That being said, the success of the golf course
16 generates \$2.5 million outside revenue which offsets
17 our biggest lost leader amenity, which is the
18 restaurant and everybody uses the restaurant. So
19 then it's a matter of deciding what is fair and how
20 do you get there?

21 MR. SWANSON: I'm in agreement with what you're
22 saying.

23 MR. HUEBNER: Then is it, well, if we're going
24 to do it this way, then do we need to look at these
25 capital funds and make sure that they're always

1 proportioned -- spent proportioned.

2 MR. SELEP: -- to the amenity?

3 MR. HUEBNER: To any of the amenities. If
4 2.5 million is coming in from golf and it generates
5 55 percent of our gross revenue, or whatever the
6 number is, should at least 55 percent of that be
7 dedicated to golf no matter what. Am I making
8 sense?

9 MR. SWANSON: Yeah.

10 MR. SELEP: You are making sense.

11 MR. SWANSON: Putting more money back in the
12 course because we're --

13 MR. HUEBNER: Paying more.

14 MR. SWANSON: Well, the course generates the
15 bulk of all of the revenue.

16 MR. HUEBNER: And that's the argument because
17 at some point, if we wanted to build a fitness
18 center it is going to be disproportionate based on
19 the revenue of the fitness center. I'm not saying
20 we shouldn't do it, by the way. I'm just saying if
21 we start down that, we're a club and we get all of
22 the benefits together -- in every club I have been
23 in, golf has always paid more of the bill than every
24 other class of membership.

25 So I don't have a problem with it. I don't

1 have a problem with paying personally the \$1,500
2 right now.

3 MR. SWANSON: It's not 1,500. It's 35 -- or
4 33.

5 MR. HEITZNER: We have how many residents?

6 MR. HUEBNER: Well, I'm just paying the
7 incremental difference.

8 MR. SELEP: 1.5 million divided by 450 --

9 MR. HEITZNER: It wouldn't be 450 because 450
10 includes outside. So only residents are going to
11 pay. So it's 330.

12 MR. SELEP: Only residents?

13 MR. HUEBNER: Why can't we -- we have a capital
14 dues that we pay for all members.

15 MR. SWANSON: And it's 4,500.

16 MR. HUEBNER: Why can't we have a capital dues
17 just for golf members? Why can't we have a line
18 item, "Irrigation fee, \$1,500 for the year?"

19 MR. BARNEBEY: We can have a public hearing.
20 And yes, you could. I don't know how that would
21 affect your membership participation.

22 MR. SWANSON: Greg?

23 MR. HEITZNER: It's an assumption that you're
24 going lose some outside members.

25 MR. SELEP: Okay.

1 MR. SELEP: They already pay the --

2 MR. HUEBNER: They walk way from an initiation
3 fee that they paid. The other thought is, which
4 kind of came to me in a meeting the other day with
5 Dick Crouch and Paul Fahey [phonetic] that might
6 lead to some sort of settlement thing here is if we
7 look at the whole range of members, which is 1,345,
8 and we take the capital dues.

9 Right now, if you're a resident you pay
10 5 percent. If you're not a resident you pay
11 10 percent. If you increase everybody's status
12 10 percent. Okay? So instead of 5 it would be 15.
13 Nonresidents, instead of 10 it would be 20.

14 That yields about \$600,000 a year for that and
15 it's -- if it's done for the irrigation, it's -- you
16 can see where the social members only paying
17 10 percent of their \$1,200 a year social membership.

18 MR. SWANSON: Would that be in perpetuity?

19 MR. HUEBNER: Well, I'm not putting a timeline
20 on it because we have other things we have to deal
21 with.

22 MR. SWANSON: Right. But I mean, at some point
23 the club is going to increase their capital, so now
24 we're going to be at 25 percent, right? At some
25 point, think about it, that's the way to raise

1 additional bonds, additional revenue. At some
2 point, it's going to go from 20 to 5.

3 MR. HUEBNER: Right. Along with that thought,
4 if we've got outside operations, which we currently
5 take in 10 percent, that's golf operations, if we
6 took another 10 percent of that towards, now you've
7 got about \$900,000 a year incremental to the million
8 four.

9 MR. SELEP: Are you talking about outside
10 golfers, what they pay?

11 MR. HUEBNER: Outside play nets about 2.4.

12 MR. SELEP: So when you're talking about the
13 10 percent to the 20 percent for the outside
14 golfers? Okay.

15 MR. HUEBNER: Right. I'm trying to get to a
16 proportionate thing that Dean might look at this and
17 say this has some rationale. It also would probably
18 require us to go to Regions and get a -- and say we
19 want to go at least one more, but maybe two years
20 and we want to clean up the payoff language, so it's
21 not assessment only. If you get paid, you get paid.

22 MR. BARNEBEY: We would have to get -- in order
23 to do all this stuff, we would have to get an
24 extension for at least a year.

25 MR. HEITZNER: That's being -- (crosstalk)

1 MS. CARVALHO: Going to have interest.

2 MR. HEITZNER: 300,000 plus.

3 MR. HUEBNER: Well, that's if you put the
4 interest in, yes, it's 100 to 150,000 just for the
5 extension alone from the last experience I recall,
6 but then you have interest on top.

7 It's not easy and it delays -- potentially
8 delays building, but it would give us an opportunity
9 to maybe come up with a referendum if we want to go
10 borrow money for a period of time later on.

11 MR. BARNEBEY: If you're going past the
12 five years from when we started this whole thing.

13 MR. HUEBNER: Right. Would a separate loan for
14 this, would that be rewriting the charter or is that
15 a whole different issue?

16 MR. BARNEBEY: Well, it depends on what
17 rewriting the loan says. If we could extend it out
18 to -- at this point, if we're extending a year, I
19 think we extend it out for two payments. If that's
20 what you want to do. We can talk about that.
21 Obviously, there's some interest. But yes, we could
22 talk about that possibly as well.

23 MR. HUEBNER: I'm trying to find a way to
24 get --

25 MR. SWANSON: No, I get you. Maybe we should

1 go through the rest of them and come back and try to
2 solution a couple of them.

3 MR. HEITZNER: Okay. Let's move along because
4 there's a couple of things.

5 MR. SWANSON: That's why -- let's hear it all
6 before we solution stuff.

7 MR. HUEBNER: Holy mackerel.

8 MR. HEITZNER: All right. So next up is the
9 letter of apology that we received from Dean, from
10 Dean's attorney, I believe, that he wants John
11 Fetsick to send out to the community. So you guys
12 all read that. We said, hey, Fred has written, you
13 know, another version because we're not okay with
14 the one we received, let's present Fred's version,
15 which I did.

16 And Dean said, this looks like you guys wrote
17 it. I said, well, it's because we did. And so he
18 thought it was well done and he was good with it.
19 Okay?

20 MR. SWANSON: Is there a "but" here?

21 MR. HEITZNER: There is. Then we had a call
22 on -- Mark and I on the call we had on Friday, Dean
23 said he had been thinking about it and he does not
24 want to send anything other than this letter that
25 you guys got a copy of. And Dean's attorney said

1 this is the cleansed version of what Dean wrote.
2 Meaning that Dean wrote a version and his attorney
3 rewrote it and --

4 MR. SELEP: The one we have?

5 MR. HEITZNER: The one you have. It's a
6 cleansed version, which has people's name in it and
7 is -- so I'll just ask this question of the Board
8 right now, now we can take another crack at
9 rewriting this, but if this was a nonnegotiable, are
10 you okay with having this sent out?

11 MR. SELEP: Not with demands in it.

12 MR. SWANSON: No.

13 MR. HEITZNER: Let me put it -- let's just say
14 we take the names out. It's coming from John and if
15 you're John, you're resigning without -- that may
16 have been the intent, but if -- if I'm the general
17 manager of this club, I'm not sending this out.

18 MR. MOORE: You don't have to agree to all of
19 this right now. But if John's still not underneath
20 the Board, you can't force him to do anything.

21 MR. HEITZNER: We cannot force him. This is
22 our agreement. It would have to be approved by the
23 UPCAI Board.

24 MR. BARNEBEY: And John.

25 MR. SELEP: What changed --

1 MR. HEITZNER: Well, John doesn't have to
2 approve it (crosstalk). If his boss tells him to
3 send it, he's going to send it. I don't think
4 either one of us are going to -- (crosstalk)

5 MR. BARNEBEY: Agreed.

6 MR. SWANSON: He may not quit on day one, but
7 he's going to start looking and he'll be gone soon.

8 MR. SELEP: Why did Dean --

9 MR. HEITZNER: No. No. He is going to resign
10 before that ever gets sent out.

11 MR. SELEP: Why did Dean change his mind? Why
12 was Fred's letter acceptable one day and not
13 acceptable the next?

14 MR. HEITZNER: So Dean believes that he has
15 been harmed, that he has been defamed and that he
16 has been harmed, and he is really passionate about
17 that point. And, you know, we can agree or
18 disagree, but this is, you know, he believes that he
19 has been portrayed in the community as a pariah and
20 that it's the fault of all of these people for the
21 reasons stated in the letter.

22 MR. SWANSON: That's a monstrous burden shift
23 and zero accountability.

24 MR. BARNEBEY: Talking with -- at the end of
25 the discussion once Dean started to get on his roll

1 again, with the usual comments, Kevin said, look, we
2 can talk about making some changes to this, but we
3 want to start with that version if we're talking
4 about an apology as opposed to Fred's version.

5 MR. SWANSON: Let's just assume for sake of
6 argument that everybody is okay with how that reads
7 other than the names, John would quit.

8 MR. HEITZNER: That's my assumption.

9 MR. SWANSON: You feel he would quit? I think
10 he would quit, if not immediately, he would find
11 something then quit.

12 MR. SELEP: It's not just John. It's an army
13 leaving.

14 MR. SWANSON: I understand. He is going to
15 take --

16 MR. HEITZNER: I'm not sure on that part. I'm
17 not sure on that part, but the job market is not
18 great.

19 MR. SWANSON: I get it. And Curtis [phonetic]
20 has been here for 30 years, I don't know if he's
21 going to leave. But at the end of the day --

22 MR. HEITZNER: He may be the one that leaves.
23 He would -- he would likely leave.

24 MR. SELEP: I would bet on Curtis and Rico.
25 All three of them.

1 MR. SWANSON: As golfers, I could tell you the
2 reason the way this course is the way it is, is
3 because Curtis is really good at what he does.

4 MR. HEITZNER: But he's not going to be around
5 forever.

6 MR. SWANSON: No. But better to find somebody
7 than have to take somebody. Right?

8 MR. SELEP: So I want go back. He -- Dean
9 believes he has been defamed and made a pariah.
10 What does he think is going to happen in the
11 community when Fetsick quits, Curtis quits, Rico
12 quits, Rusty is on the Board?

13 MR. SWANSON: I think Dean --

14 MR. SELEP: It doesn't matter what we say. It
15 truly doesn't matter what we say. The community is
16 going to look at that and go, Dean Matt.

17 MR. SWANSON: I would agree.

18 MR. SELEP: And we can't -- and if he comes
19 back and says, well, you know, you guys did this to
20 me again, we've agreed to what you asked for and
21 that's the consequences and I don't think he has
22 weighed that.

23 MR. HEITZNER: I think you're right.

24 MR. SELEP: Sorry.

25 MR. SWANSON: Don't -- you shouldn't apologize.

1 Listen to the stuff I say in here. Should we go to
2 six and then --

3 MR. SELEP: I work really hard on my anger.

4 MR. HEITZNER: Okay. Let's go to the more
5 difficult one.

6 MR. SWANSON: You work hard at affecting it or
7 managing it?

8 MR. HEITZNER: So what -- what -- when we went
9 in the order of what was important, the last thing
10 on the list was the payment of \$300,000. I would
11 venture to say that's the most important thing.

12 MR. SWANSON: Should be what Dean really wants.

13 MR. HEITZNER: He will not waver on this. He
14 will not waver on the 300,000.

15 MR. SELEP: Is this number six?

16 MR. HEITZNER: I don't know what number it is,
17 but it's the last one.

18 MR. SWANSON: So the letter was five. What is
19 next?

20 MR. HEITZNER: The \$300,000.

21 MR. SWANSON: The payment.

22 MR. HEITZNER: So here is the thing on that.
23 And you'll see -- now, what he was willing to do
24 because I saw this letter that I have, the apology
25 letter, it's got \$10,000 at the top reduction. I

1 said, so you're willing -- if we send this letter,
2 you're willing to settle and we give you \$10,000? I
3 said, we're willing to do that, we're willing to
4 give you the \$10,000, not the letter.

5 He said, no, that's \$10,000 discount -- the
6 290,000.

7 MR. SELEP: I want my \$4 million.

8 MR. HEITZNER: I said, you know, look you're --
9 you're looking out for the little guy.

10 MR. SWANSON: Take the money out of their
11 pockets.

12 MR. HEITZNER: That's -- exactly the people
13 you're taking the money out of their pocket, and he
14 said they should be pissed about that. They should
15 know that this community has wronged them and
16 there's penalties for that, and they should be upset
17 at the previous board. They should be upset over
18 all these people that I've named in this letter,
19 about all the nefarious things they have done, and
20 all the wrongdoings, and they should suffer for
21 that.

22 MR. SELEP: Wow.

23 MR. HEITZNER: Got to feel the pain. I said,
24 is this a nonstarter? Because it's a nonstarter for
25 the Board. He said it's a nonstarter.

1 MR. SELEP: Okay.

2 MR. HEITZNER: Where we left it though is that
3 if we want to counter to that, we're still -- he's
4 still open to counter to that.

5 MR. SWANSON: Wait. It's nonnegotiable, but
6 he'll take a counter to it?

7 MR. HEITZNER: Because after -- that's what he
8 said after I said what I said.

9 MR. SWANSON: Dichotomy.

10 MR. HEITZNER: No. This is -- no -- this is
11 when Rusty interjected and said can we at least say
12 we'll leave here and we'll think about it, and maybe
13 there's an alternative? And we agreed to that.

14 MR. SWANSON: All right. What's seven?

15 MR. HUEBNER: There's more?

16 MR. HEITZNER: The other stuff in here is legal
17 stuff that the lawyers can handle, which he's good
18 with. Remember there was a \$5,000 thing for him on
19 every infraction, we're dropping that. That's out.
20 There was something else that was redundant, that's
21 out. All of the other stuff is --

22 MR. SWANSON: Noise?

23 MR. HEITZNER: -- legal jargon that has to be
24 integrated, incorporated, altered, whatever, if
25 there's no issues surrounding any of that. We said

1 that -- well, he said that Matt could do this, but
2 didn't say that the Board could -- the UPRD could
3 this. We're going to say Dean Matt can do this and
4 the UPRD can do this.

5 MR. SELEP: That was on the truth --

6 MR. HEITZNER: Yeah. So all that is fine. He
7 was good with all that. This is the -- what we just
8 went through is the bulk of them. You got to figure
9 it out. So he knows we're meeting morning and said,
10 you know, I'll tell the Board exactly what this
11 conversation was and we'll see what the Board
12 thinks.

13 MR. SELEP: I think we should take it public,
14 just the way it's written and say we negotiated in
15 good faith. Here is the things we've agreed, here
16 are the things we can't agree to and we're done
17 negotiating, and we wait for the bond. I'm not
18 sucking up on this, and I'm tired of going back.

19 MR. HUEBNER: I'm inclined to go to every one
20 of these things and try to say "Yes" as much as we
21 can. Knowing that we can't say yes on the 300
22 grand, go to the proposal we talked about in the
23 last shade meeting. We knew that John Fetsick's job
24 was at risk when we went into this conversation.

25 John is not without fault. I'm not sure that

1 he would accept the settlement Dean would any way.
2 I think we need to give it one last shot.

3 MR. SELEP: Aren't you exhausted?

4 MR. HUEBNER: I understand. I understand. I'm
5 just thinking about it here for the first time with
6 you, trying to sort it out. So I would try to say
7 "yes" to as much as possible, leave the money short,
8 and see if he accepts any part of it.

9 I'm not as concerned about the devastating
10 effect losing John would have on the rest of the
11 staff, but I have no basis for that. Got a gut
12 feel.

13 MR. SWANSON: Let's fast forward that, say we
14 do attempt that one more time and we come back with
15 something similar, we can't do that and we say we're
16 done. What does that look like for us as a
17 community? I'm not worried about it looking bad
18 that we couldn't settle. We've certainly made
19 yeoman's effort to do it.

20 But what does that look like for us? What do
21 we do then? We need to assess for the irrigation.
22 We need to assess for the kitchen.

23 MR. SELEP: Need to make a decision whether we
24 assess for the kitchen.

25 MR. SWANSON: Right but we all sort of agree

1 that those are two things we want to move forward
2 with. Yes?

3 MR. HEITZNER: Yes.

4 MR. SWANSON: At that point, the bond could
5 come through, but at this point I don't have high
6 hopes that's going happen, personally. That would
7 be great --

8 MR. HEITZNER: I think it's going come through,
9 I just think it's going to be another year two.

10 MR. MOORE: I don't think it's going to be a
11 year, but it certainly -- I doubt it's next week.
12 There are no hearings, oral arguments on the Supreme
13 Court's calendar for July or August. One of those
14 months they are on vacation. So --

15 MR. SWANSON: It could be October. It could go
16 our way.

17 MR. SELEP: But the alternative would be,
18 assess for the irrigation, get that off the books,
19 don't assess for the kitchen, continue to work the
20 kitchen project and either wait for the bond or
21 assess again next year.

22 MR. SWANSON: Okay. So, great. What about --
23 does that leave us sort of where we were at the
24 beginning of this meeting? Where, at that point, we
25 look for alternative way to re-purpose existing

1 buildings in this community for what we're trying to
2 accomplish.

3 MR. SELEP: That would be an alternative.

4 MR. SWANSON: The fitness center, the activity
5 center, the employee building, the admin building,
6 all that.

7 MR. HEITZNER: There's no -- time out. We have
8 to stop saying. There is no admin building. All
9 right? In any design, there's never been an admin
10 building. The activity center was going to have a
11 few offices in it. Period. Something really tiny
12 way out of proportion.

13 MR. SWANSON: Yes. So agreed.

14 MR. HEITZNER: Forget about the -- the offices
15 are significant, but they're insignificant in the
16 grand scheme of things because they can stay where
17 they are without changing anything. We need to put
18 some new carpet in there.

19 MR. SWANSON: Let me restate. We need to
20 refigure how we re-purpose existing buildings to
21 meet the needs we talked about.

22 MR. HEITZNER: Okay.

23 MR. SWANSON: That's where we would be if this
24 is deep and we don't get the bond.

25 MR. HEITZNER: Yes.

1 MR. SWANSON: Yes. Okay.

2 MR. HEITZNER: And we would need to -- yeah,
3 that's right.

4 MR. SWANSON: Yeah, I didn't -- forget I said
5 admin building.

6 MR. HEITZNER: But the back end of that is --
7 back to Greg's point is if the settlement falls
8 through completely, do we, should we, can we, make
9 this public so the community knows that the Board
10 has done what they can to try to get this thing
11 resolved?

12 MR. SWANSON: Is it -- it's all public record
13 at this point.

14 MR. HEITZNER: Only when it's settled. Only
15 when the bond -- only when the court rules.

16 MR. SELEP: Right.

17 MR. SWANSON: So this -- if we're done, if we
18 say we're done today, this shade conversations do
19 not become matter of public record immediately?

20 MR. MOORE: The shade meetings do not.

21 MR. BARNEBEY: The shade meetings do not.
22 Different requests on his proposal. I'll have Fred
23 answer that because now you're get into the legal
24 question about settlement negotiations.

25 MR. MOORE: It's not confidential from a

1 perspective of can't be shared, yes. But can it be
2 used in any of the litigation, no. So yes, it can
3 be public, this document.

4 MR. SWANSON: So we can craft something that
5 went out to the community and say, here is what he
6 asked for, here is what we went through, here is
7 where we lean.

8 MR. SELEP: And here's verbatim what he asked
9 for. It's going be -- you know, I think where Dean
10 is underestimated is this is going to become public
11 record either way. You know, only Dean thinks the
12 community is stupid. What's going to happen is
13 Rusty gets on the Board, everyone's going to go,
14 Dean Matt. If we pay Dean Matt \$300,000 this Board
15 is done. The community -- the community is still
16 reeling over the \$100,000 we gave to Garrett.

17 MS. CARVALHO: Okay. Let's back up. I asked a
18 question. Can this be done? So Fred?

19 MR. MOORE: My opinion would be the agreement
20 could be shared. What Steve was saying the ins and
21 the outs, now we're get into the shade and I would
22 say that that probably is not something that should
23 be shared at all until litigation is over.

24 MR. SELEP: So Fred, the way I would word that,
25 in fact the way I have worded that, is both parties

1 negotiated in good faith, we were able to agree on
2 these points. In fact, the Board is moving ahead on
3 these points, but on these points we were not able
4 to agree and we have stopped negotiating. And here
5 is the document.

6 MR. HUEBNER: I thought you said we can't do
7 the detail?

8 MR. MOORE: The issue with that is the Board
9 really had -- anything in here we have not agreed.
10 We've kind of come to a consensus. So it would
11 really, the words would matter on how you shared the
12 settlement agreement. I think that less is probably
13 more.

14 MR. SELEP: One paragraph.

15 MR. BARNEBEY: I would note, you could say we
16 have had four shade meetings or five --

17 MR. SWANSON: Five.

18 MR. BARNEBEY: -- to try to resolve this matter
19 and trying to negotiate. So it's obvious we have
20 been spending a lot of time trying to work something
21 out. I think we could clearly say that part without
22 going into a lot of detail.

23 MR. MOORE: Could say after excessive
24 negotiations, this is the last offer from Mr. Matt.

25 MR. HUEBNER: Personally I would like be very

1 careful of what we share. If he shares anything,
2 fine. I understand your desire, but I'm concerned
3 about it being interpreted as defamation from his
4 perspective and I think we just have to take a
5 higher road.

6 MR. BARNEBEY: Clearly, if we did that -- not
7 saying one way or another -- it would ratchet up the
8 discussion without question.

9 MR. SWANSON: Well, I get your point. He's
10 litigious. He is -- if he felt he was defamed and
11 wronged and made a pariah, and has no accountability
12 or ownership of his own actions, he's going to see
13 anything that he doesn't get agreed to as a slight
14 to him. He's going to potentially litigate again.

15 MR. SELEP: Scott, I understand your point. It
16 doesn't look -- if this ratches this up. I think
17 the community -- I think we owe the community the
18 facts and these -- these are the facts.

19 MR. HEITZNER: We don't have to decide that
20 right now.

21 MR. SWANSON: But we can't do that until we
22 have another shade meeting if we decided we want to
23 settle, right?

24 MR. HEITZNER: Well, we have to determine
25 whether or not --

1 MR. SWANSON: We want to go forward with the --

2 MR. HEITZNER: -- we should have another
3 meeting with Dean Matt regarding the things that we
4 have talked about.

5 MR. SWANSON: Do we take a vote on that? Is
6 that what we're going to do on whether we pursue
7 another round?

8 MR. BARNEBEY: We can take a consensus. We
9 can't take a formal vote, but yeah.

10 MR. MOORE: Depending on which hat you're
11 looking to wear here, I say the optics are you take
12 his, you put it in the form that you would find most
13 agreeable, you send it back to him, he rejects it,
14 you've at all stages tried for the betterment of the
15 community to resolve --

16 MR. SWANSON: Resolve it.

17 MR. MOORE: Besides the \$300,000 payment.

18 MR. HEITZNER: I agree.

19 MR. HUEBNER: Giving him a membership. Do we
20 do that for anyone else? Have we done that for
21 anybody else?

22 MR. BARNEBEY: The only person we did that for
23 was part of the sales contract when we bought the
24 club and that went to Neal.

25 MR. HUEBNER: He had a membership?

1 MR. BARNEBEY: He got four memberships out of
2 that.

3 MR. SELEP: Didn't we also do it for Sue Myrtle
4 [phonetic] when she retired?

5 MR. BARNEBEY: Not that I know of. Not that I
6 recall.

7 MR. SWANSON: I know where you're going That's
8 some cost.

9 MR. HEITZNER: I told him that.

10 MR. SWANSON: That's some cost. I mean, that's
11 not necessary money out of our pocket.

12 MR. HEITZNER: I told him membership and
13 \$10,000. That's it.

14 MR. SWANSON: Yeah. That's some cost. I mean,
15 I'm sure we might get a little blow back on that.

16 MR. HEITZNER: We won't get any blow back on
17 that.

18 MR. SWANSON: Okay.

19 MR. HEITZNER: I don't think.

20 MR. SWANSON: I mean, I can live with that,
21 but -- because that's not -- that's not necessarily
22 coming out of our pocket, so to speak. He is not
23 going to play that much golf.

24 MS. CARVALHO: Or want to play any golf.

25 MR. SWANSON: I certainly don't want to get

1 paired up. I see him pairing up with me, I'm
2 changing my tee time.

3 MR. HUEBNER: The other thing that sticks in
4 the back of my head on the bond issue, cutting it
5 down to a \$9.5 million bond. I seem to remember
6 some conversation early on that it wasn't practical
7 because of the costs, all of the costs associated --

8 MS. CARVALHO: Cost of issuance -- (crosstalk)

9 MR. HUEBNER: And so I think it's part of the
10 reason it grew to 18.5 or whatever was because it
11 was the same as a \$10 million.

12 MR. HEITZNER: -- said was -- so we get the
13 \$21 million bond and that's 18 million. It's going
14 to cost us 11 million to do the kitchen and that
15 leaves us with 7 million. All right? We can't do
16 the other projects for \$7 million. So that money is
17 not going to get spent.

18 So until we figure out how we can further
19 finance these other projects. Now, maybe with
20 \$7 million we can do a revised scope of the fitness
21 center. Certainly, we can't do a fitness center and
22 an activity center. Maybe we relook at how we
23 re-purpose buildings. I don't know.

24 But that money is not going to get spent until
25 we have a solid plan in conjunction with SCS, the

1 right strategic plan, the financial plan, et cetera.

2 So but he doesn't -- he thinks that it will be
3 a perceived as a win to the community that, hey,
4 after all this stuff with Dean Matt, we're not
5 spending \$21 million, we're only going to spend.
6 It's optics, but it doesn't make sense to have the
7 money given the cost of issuance.

8 So I think that part is kind of negotiable.

9 MR. SELEP: Well, go back to the analysis the
10 finance committee did and what they came back with
11 was if we assess for irrigation and the kitchen, the
12 bond is too small to move forward. That came out of
13 the committee, so --

14 MR. SWANSON: Beyond the kitchen and
15 irrigation.

16 MR. SELEP: He's putting us in a position where
17 we're assessing.

18 MS. CARVALHO: Going back to 290,000 and
19 discount. When he said and that you said, no, that
20 you're looking at the betterment of the community
21 and all impacted, he said they should feel. That
22 was a lot of emotion on his part to say that.
23 Right?

24 MR. HEITZNER: (Affirmative nod.)

25 MS. CARVALHO: How is he slightly wanting to go

1 back and negotiate when this Board, and all of the
2 conversations you guys have had stated it's a
3 nonnegotiable? 300,000.

4 MR. HEITZNER: I think it comes down to there's
5 six or seven things, if we're there on 5,.

6 MR. SWANSON: He might bail.

7 MS. CARVALHO: He might cave.

8 MR. HEITZNER: He might cave. I don't think so
9 necessarily. I think the odds are low, but --

10 MR. BARNEBEY: I think it would depend on the
11 time of the day and the day of the week.

12 MR. SWANSON: No kidding.

13 MR. HEITZNER: Until it's in writing.

14 MR. BARNEBEY: Whatever we agree to we want to
15 decide as quick as possible is my recommendation.

16 Getting to Fred's point, I mean, we got at
17 least two maybe three options:

18 One is, obviously, I'm not hearing you're
19 accepting all these things.

20 Second is to come up with a proposal back to
21 Dean that we can live with and that is going to take
22 a little time and effort. We've got, I think, at
23 least some ideas what might work for you-all, and
24 then see what he does with that.

25 And then the -- the third is to meet with Dean

1 without doing a draft back and say we can't and
2 that's possible too.

3 Or just dropping everything.

4 MR. HEITZNER: I like the idea of doing the
5 draft back. We haven't put anything in writing yet.
6 He has. I think we should write a draft back.

7 MR. HUEBNER: Can -- can we put the draft back
8 amongst ourselves and keep the attorneys -- the
9 higher guns to the side for the time being?

10 MR. HEITZNER: Not if we're putting it in
11 writing, I wouldn't think.

12 MR. HUEBNER: Just every time you guys have
13 been involved he has been more prickly than
14 friendly. You managed to have some friendly.

15 MR. HEITZNER: I don't think it necessarily
16 needs to be delivered by Fred. I mean, I can
17 deliver it.

18 MR. HUEBNER: Okay. You understand my --

19 MR. HEITZNER: Mm-hmm.

20 MR. BARNEBEY: Yeah. Although, our
21 conversation, I was actually surprised how civil he
22 was in our conversation when I was on the phone the
23 other day.

24 MR. HEITZNER: His attorney was on the phone,
25 too.

1 MR. BARNEBEY: Well, that probably helped. And
2 frankly, that might help us get our settlement if
3 that's the direction we're going. His attorney
4 might actually help in this particular case. He
5 may.

6 MR. SWANSON: So Chair, your thought is to
7 draft something that's a counterproposal to his and
8 see where it goes? Yes?

9 MR. HEITZNER: Yes. I understand what you're
10 saying, Greg, and at some point we have to stop.
11 But the only downside here is my time and --

12 MR. SWANSON: Well, he's got to fly in every
13 time.

14 MR. BARNEBEY: And we have to have another
15 shade meeting.

16 MR. SWANSON: But that's also going to get
17 kicked down the road because you're gone.

18 MR. HEITZNER: It's going to get kicked down
19 the road.

20 MR. SWANSON: And then I'm gone when you get
21 back, so now we're looking at late July, mid to late
22 July.

23 MR. HEITZNER: Yep. I think we can do it
24 around our regularly scheduled meeting in July.

25 MR. SWANSON: What does everybody think?

1 MR. HUEBNER: I -- I agree we should go back to
2 him on some comments on these points. Some of this
3 stuff we can't solve, the financing thing and the
4 legal stuff. There's a -- we would have to involve
5 the bond people, we would have to involve the
6 county --

7 MR. SWANSON: The county, the bank.

8 MR. HUEBNER: -- Regions. We have got some
9 discovery to do there to figure it out. But if we
10 endeavor to put something together that's maybe
11 weighted where the golfers accept the greater
12 responsibility for irrigation, with that commitment.

13 MR. BARNEBEY: I don't know how you do that.

14 MR. HUEBNER: I don't either. I'm just saying.

15 MR. BARNEBEY: But I will make a proposal that
16 may get us halfway to where he wants to go. I mean,
17 I think part of the issue that Dean's got is that
18 the golfers should be paying more for stuff that
19 happens on the golf course.

20 I think certainly we can look at that. We
21 can't totally do that until we have a hearing. But
22 you can say we're going to look at adding the cost
23 to the golfers on moving forward and don't have to
24 pay money into fund. We can certainly look at that
25 and try to move that forward.

1 MR. SELEP: When you say draft back, you're
2 talking about producing a formal document?

3 MR. BARNEBEY: Kind of like what they prepared
4 for us. It would be something that we said here,
5 here is a template for a settlement. Right?

6 MR. MOORE: Yes.

7 MS. CARVALHO: Which this Board has not done.

8 MR. SELEP: Correct.

9 MR. BARNEBEY: A settlement template,
10 potentially.

11 MR. SWANSON: Well, we haven't done a formal
12 document.

13 MS. CARVALHO: Right, but no document.

14 MR. BARNEBEY: We haven't done any document.

15 MR. SWANSON: Do you think that would send him
16 off the deep end?

17 MR. HEITZNER: I think it depends on how it's
18 delivered. I think if I'm sitting here and he's
19 sitting there, which he's -- and I walk through it,
20 just like we walked through this, he won't go off on
21 the deep end. He may disagree, but he won't go off
22 on the deep end.

23 MR. HUEBNER: The other thing is if he wants to
24 be on the governance committee, he's going to want
25 to be able to work with everybody throughout the RD,

1 and he hopefully would want to put all of this stuff
2 behind him and be friendly about it. Showing a
3 little give would be friendly, a little more
4 friendly.

5 I'm just thinking out loud because he already
6 played the card that we don't want to beat up the
7 people that you're trying to protect. We also need
8 to continue working together in good.

9 MR. SWANSON: If I write something up on the
10 board, are you going to record it?

11 THE COURT REPORTER: No.

12 MR. BARNEBEY: No.

13 MR. SWANSON: If you understand what the
14 definition of that is you will never be able to get
15 any --

16 MR. BARNEBEY: I'm assuming you're going to
17 erase that.

18 MR. SWANSON: I'm not trying to be disparaging,
19 but this is my -- look at the definition of that. I
20 don't know how much wiggle room you're going to get.

21 MR. MOORE: You're trying to manage your
22 constituents here with what you're sending back to
23 him. I would take what he says in the exact same
24 format and then I would wordsmith through all of the
25 terms to what we've discussed, to what appears to be

1 acceptable based on everything that has been said
2 and that would be the document.

3 As an aside to that, I said that the Supreme
4 Court doesn't have any oral arguments in July or
5 August. So I mentioned to say that beginning of
6 July, we've got the last opinion that probably comes
7 out the end of summer.

8 I asked another attorney who has practiced in
9 front of the Supreme Court. So far, same advice.
10 Really not a whole lot we can do. We can always
11 file that motion with the court, suggesting that
12 this is the: Yes, I'm going to deny the oral argument
13 since so much time has gone by.

14 I will say whenever we do that, that kills this
15 unless we're doing that at the same time Steve is
16 meeting with Dean. Be like, listen, Dean, we
17 prepared the best we can do, here it is. We also
18 filed this motion, so hopefully on the clock
19 something is going to happen and call our motion.

20 MR. SELEP: We have not filed that motion yet?

21 MR. MOORE: Have not filed that motion yet. As
22 soon as we file that motion, I think this is done
23 with Dean. He's going to think we're trying this,
24 getting that decision now versus negotiating. It
25 has to come with the communication to Dean that

1 we're doing this.

2 MR. SWANSON: He's a fairly bright guy. He's
3 got to understand that we can seek alternative paths
4 than the one we went down, but I get your point.

5 MR. BARNEBEY: It's hard to tell. But having
6 said that, he has said that he would like to hear
7 what the Supreme Court said. As I have said the
8 same thing, but he may be okay with it.

9 MR. SWANSON: For what it's worth --

10 MR. SELEP: So he's said he's willing to wait
11 for a Supreme Court answer before negotiating.

12 MR. SWANSON: For what it's worth, I support
13 going back and taking another swing at it. I think
14 that's the last one. This will go on into
15 perpetuity if we don't.

16 MR. HEITZNER: This is our last and final.

17 MR. SWANSON: Yeah. And then I mean, at that
18 point, we could totally tell the community, we made
19 a hell of an effort to solve this.

20 MR. HEITZNER: At the town hall meeting that we
21 have tomorrow, I can -- I can say that we have
22 negotiations, right?

23 MR. MOORE: Yes.

24 MR. BARNEBEY: And you can say we have had
25 multiple -- multiple --

1 MR. SWANSON: Five shade meetings, plus all of
2 the time you've spent.

3 MR. BARNEBEY: -- you've tried to work through.
4 I wouldn't say much more beyond that.

5 MR. SWANSON: I think that is important for the
6 people to hear that.

7 MR. HEITZNER: That's continuing while we're
8 trying to figure out alternative solutions to
9 financing.

10 MR. SWANSON: Greg?

11 MR. SELEP: I'm a no. I'm still on the plan of
12 go public. You know --

13 MR. SWANSON: Play ball, play ball.

14 MR. SELEP: Yeah. You know, we have made you a
15 pariah. You know what? I'm guilty, here you go.
16 You're going to blame me, then I take full
17 responsibility.

18 MR. SWANSON: Scott?

19 MR. HUEBNER: I'm not in favor of that
20 approach. I don't want more legal issues and more
21 shade meetings unnecessarily. I'm inclined to go
22 back to recommendation, like I said give him as much
23 as we can here. I feel bad because it feels to me
24 like our general manager may be lost if we get
25 settlement out of this.

1 MR. BARNEBEY: By the way, I would suspect that
2 one of the things I would do is massage that letter
3 some.

4 MR. HEITZNER: Yes.

5 MS. CARVALHO: Yeah.

6 MR. SWANSON: Let me ask a question. If you do
7 go back, if you do go back with something that's
8 been prepared, this is our written, this is it,
9 there is no more, and he shoots it down, do we have
10 to have another shade meeting? Can you guys not
11 tell us there's no need to have another shade
12 meeting? I mean, I guess the point is why would we
13 have another shade meeting to talk about we're done?

14 MR. HEITZNER: I guess the question would be,
15 can Vivian or Mark or Fred relay the results of the
16 meeting that I have shared with you and say, you
17 know, these are the results please individually, but
18 not reply to all.

19 MR. SWANSON: I don't reply. I send notes and
20 say don't reply to all. Mark told me I can do that.

21 MR. BARNEBEY: Yeah --

22 MR. HEITZNER: Is there a way without having a
23 shade meeting the Board can make -- because the
24 Board has to make a decision.

25 MR. BARNEBEY: Yes and no. Keep in mind, by

1 statute what it says is we have to request a shade
2 meeting. But having said that, we want to move
3 forward because we want to move forward. I think --
4 I think there's two questions here. One is, do
5 you -- and I'm -- I guess you probably do want to
6 see what it is that we're talking about getting to
7 Dean Matt before it's given to Dean Matt?

8 MR. SELEP: Correct.

9 MR. BARNEBEY: So we would have to have one
10 more shade meeting. If he comes -- if he says, no,
11 this is not acceptable or throws something back at
12 us, then I'll talk to the Chair and see whether or
13 not we need to have another shade meeting.

14 MR. HEITZNER: So we have to have a shade
15 meeting for us to agree on the -- we can't provide
16 individual feedback? We can't agree to the --

17 MR. SELEP: The draft.

18 MR. HEITZNER: -- draft electronically? We
19 have to be in a shade meeting?

20 MR. BARNEBEY: You could, but I think that
21 would be a -- I think what would concern me is if
22 there's any kind discussion at all about it that
23 would be --

24 MR. SELEP: Let me propose this. Fred, I'm
25 going to assume that you're doing to draft --

1 redraft this?

2 MR. MOORE: Yes.

3 MR. SELEP: Based on the notes from today,
4 right?

5 MR. MOORE: I'm going to take his format, try
6 to keep it as same.

7 MR. SELEP: Close to his format.

8 MR. MOORE: As it can be and then start to make
9 some of the changes to the body within.

10 MR. SELEP: Okay. And that timeline is what?
11 Two weeks? A week?

12 MR. MOORE: I'm leaving for vacation next week.
13 I would say two and a half, three weeks unless I'm
14 able to get it done this week.

15 MR. SELEP: Three weeks. Three weeks. Then
16 that document gets distributed to the four of us and
17 we go through it in detail and send back
18 individual notes to Fred. Okay?

19 MS. CARVALHO: That's the part where you're
20 saying that sending individual comments to him is
21 not so much the issue. It becomes an issue for him
22 if there's a lot of disparity, differences.

23 MR. SELEP: I'm going to get there. Let's
24 pretend that's the case. We know two of us are not
25 going to agree. Okay?

1 So, but you're going to take that and
2 incorporate our four inputs into that document, and
3 then there may be sections that here is one opinion,
4 here is the second opinion. Okay? And then we take
5 that draft document, round two. Okay? And then we
6 do the shade meeting, and then we come to consensus
7 on the individual points.

8 MR. BARNEBEY: That we can do.

9 MS. CARVALHO: You can do that.

10 MR. SELEP: All right. So three weeks. We
11 need -- what do you think we need to get through
12 that document to respond back?

13 MR. HEITZNER: One day. It's not a terribly
14 long document.

15 MR. SWANSON: I just want to -- I'm going to have
16 a hard time finding a printer in the Alps. I'm not
17 going to be able to do that.

18 MR. BARNEBEY: That could be a challenge.

19 MR. SWANSON: I'm going to be out of town for
20 three weeks. I'm going to be in a spot where I'm
21 not --

22 MR. HEITZNER: You don't need a printer.

23 MR. SWANSON: -- be able to do this on my
24 phone.

25 MR. HEITZNER: You're not bringing your laptop?

1 MR. SWANSON: Hell no.

2 MR. SELEP: So three weeks. Three weeks is
3 already the end of June.

4 MR. HEITZNER: I'm taking mine.

5 MR. SWANSON: I'm not.

6 MR. HEITZNER: I'm not taking it for this
7 reason.

8 MR. SELEP: So end of June. You're gone --
9 when are you back?

10 MR. SWANSON: I'm gone from the 24th through
11 the 14th. I am available to do something on the
12 15th.

13 MR. SELEP: Of July?

14 MR. SWANSON: Yes.

15 MS. CARVALHO: How far are you guys are from
16 the points? In other words, if right now without
17 seeing the document that Fred is going to draft, you
18 go point one and agreement to its form or not in
19 agreement in its form, point two and so forth, that
20 way you kind of --

21 MR. BARNEBEY: I think we have enough. Fred,
22 do you enough to kind of come up with something and
23 you can run it through the Chair?

24 MR. MOORE: I think so.

25 MR. BARNEBEY: I think so too.

1 MS. CARVALHO: No. I'm thinking more of
2 consensus of the Board on various points. Because
3 if you're not going to have time to devote looking
4 at the document, as an example, I know that the
5 document is going to become before the Board, the shade
6 meeting, and before it's presented to Dean and the
7 attorney. But are you guys comfortable enough to go
8 by point and say "yes" or "no," "my thoughts would
9 be this on point one," "yes, two, everybody is in
10 agreement," as an example, three and so forth.
11 Right?

12 MR. MOORE: I can take instruction any which
13 way.

14 MR. SELEP: It still doesn't change the timing.
15 I don't think that it changes the timing of it much.
16 Fred's got to make --

17 MS. CARVALHO: It's just more for some of them
18 that are --

19 MR. SWANSON: I can try to read this on my
20 phone. I'm just not going to take my laptop:

21 MR. HEITZNER: Don't you watch movies on your
22 laptop on the plane?

23 MR. BARNEBEY: They have TVs now.

24 MR. HEITZNER: But you have to watch what they
25 have. That's why I am taking my laptop.

1 MR. SWANSON: I should be sleeping on this
2 plane. I can read this. I can read it.

3 MR. SELEP: All right. So --

4 MR. BARNEBEY: Given the time and everything
5 else, gets you back in a week. I think we're
6 looking at -- and by the way, I will be out until
7 the third week of July. This is about the time --

8 MR. SWANSON: We have a meeting on the 17th
9 already. Do we try to just go before or after that?

10 MR. BARNEBEY: I probably won't be here. But
11 yes, you can do that.

12 MR. SWANSON: We moved the 10th to the 17th.

13 MR. HEITZNER: Yep.

14 MR. SELEP: So shade meeting on the 17th, as
15 well as a board meeting?

16 MR. MOORE: I'm not in town on the 17th.

17 MR. BARNEBEY: That's a problem.

18 MR. HEITZNER: That's a long vacation.

19 MR. MOORE: Going to be end of June. But then
20 middle of July we've got a child vacation, we'll
21 call it.

22 MR. SELEP: We have another meeting scheduled
23 for the 28th.

24 MS. CARVALHO: Yep.

25 MR. SWANSON: Of July?

1 MS. CARVALHO: Mm-hmm.

2 MR. BARNEBEY: 2 o'clock.

3 MR. SWANSON: Yep, we do. Don't we?

4 MR. SELEP: 9 o'clock shade? 2 o'clock Board?

5 MR. HUEBNER: I'm sorry. I'm not trying to be
6 a problem. So July 28th there's a meeting?

7 MS. CARVALHO: Yes.

8 MR. HUEBNER: I thought it was August 4th
9 there was a meeting.

10 MR. SELEP: Nope. August 11th.

11 MR. SWANSON: We have something on the 4th.

12 MR. SELEP: Not on my calendar.

13 MR. HEITZNER: July 28th we have a meeting,
14 and then on August 4th. You're saying we have a
15 meeting on August 4th?

16 MR. BARNEBEY: A week later.

17 MR. SWANSON: Do we --

18 MS. CARVALHO: The 28th was -- so let's back
19 up a minute. I sent a whole bunch of calendar
20 invites. The 28th was a special meeting that's
21 going to occur for this whole kitchen project
22 discussion we were having.

23 MR. HUEBNER: Okay.

24 MS. CARVALHO: Okay.

25 MR. HUEBNER: I probably missed it under

1 those --

2 MS. CARVALHO: Yeah. When we were talking
3 about, you know, the changes of meetings for quorum,
4 I mentioned about a special meeting as well.

5 But August 4. So you're saying August 4 is
6 better for you guys?

7 MR. HEITZNER: I have them both on my calendar.

8 MR. SWANSON: I have them both -- I do, too. I
9 have both the 28th or the 4th.

10 MR. HUEBNER: I can make both, or either.

11 MR. SELEP: The only thing I need to know is --
12 I can make both. The only thing I need to know is
13 if I can even fly in. I wasn't flying in on the
14 28th.

15 MR. BARNEBEY: August 4th then? It's only a
16 week later.

17 MR. SELEP: Take the 28th out, make it the 4th
18 and do a Board meeting and the shade meeting on the
19 4th?

20 MS. CARVALHO: Right now that one's going to be
21 on the calendar, but it can get canceled. With the
22 situation of this whole -- remember we talked about
23 ordering the assessment for the kitchen project.

24 MR. HEITZNER: That's July 10th.

25 MS. CARVALHO: Which is now July 17th, right,

1 because we changed the meeting. But you're going to
2 have to sign off on -- the Board has it sign off on
3 that methodology before it gets part of the trend.
4 So we'll get order on the 17th by the Board and it
5 will get produced on the 28th.

6 MR. HEITZNER: He says he needs 30 days?

7 MS. CARVALHO: Yeah. He says he needs 30 days,
8 but he didn't know July 10th was a meeting that was
9 going to have to get rescheduled. So he'll work
10 around the July 17th meeting.

11 MR. HEITZNER: So we'll have the methodology to
12 present at the 17th meeting?

13 MS. CARVALHO: No. You'll order the
14 methodology on the 17th.

15 MR. HEITZNER: And he'll have that by the
16 28th?

17 MS. CARVALHO: And then -- he'll have to have
18 it by the 28th because it has to be part of the
19 trend.

20 MR. SWANSON: This Friday's meeting has been
21 moved, right?

22 MS. CARVALHO: Yes.

23 MR. SWANSON: I got that. I wanted to make
24 sure.

25 Fred, you said that you think you would need a

1 couple of weeks to produce that document?

2 MR. MOORE: I need a day where can I focus.

3 And I would say I could get it done this week, but
4 with me going out of town next week, I'm trying to
5 get a lot of things done. So I don't know where --
6 it could happen this week, but I don't want to over
7 promise and underdeliver.

8 MR. SWANSON: I get it. Totally get it. At
9 that point, Vivian would send it out to everybody?

10 MR. MOORE: As soon as I have something put
11 together, I will -- I'm not going to wait to send
12 it. So if I happen to get it out this week, I would
13 get it out.

14 MR. SWANSON: It would come through our email?

15 MR. MOORE: Yes.

16 MR. SWANSON: Okay.

17 MR. HEITZNER: Okay.

18 MR. BARNEBEY: August 4th?

19 MS. CARVALHO: We haven't decided that.

20 MR. BARNEBEY: Just trying to keep everybody on
21 track.

22 MR. SELEP: So August 4th shade and RD?

23 We could swap them back to back, by the way, if
24 you wanted to. You could do one at 2 and do one at
25 4 o'clock or -- but I don't know if you want to do

1 that.

2 MR. SWANSON: Double the fun.

3 MR. BARNEBEY: We'll have a lot of fun that
4 day.

5 MR. HEITZNER: 9 a.m.

6 MR. BARNEBEY: I'll announce that once we get
7 into --

8 MR. SWANSON: That helps you, right, because
9 you get two things at once.

10 MR. SELEP: Yeah. So we have a quorum on the
11 23rd. I'm not flying in. The 30th, I'm flying in,
12 right? There was something on the 30th --

13 MR. SWANSON: I'm out.

14 MR. SELEP: So I'm in. I'm not flying in on
15 the 17th. The 28th is the special meeting. Do I
16 need to fly in for that or is that Zoom?

17 MS. CARVALHO: If he's --

18 MR. BARNEBEY: You can do that Zoom.

19 MS. CARVALHO: You can do Zoom if he is here.
20 Are you here July 28th?

21 MR. SWANSON: July?

22 MS. CARVALHO: 28th.

23 MR. SWANSON: No, no. I'm here. It's
24 June 30th.

25 MR. SELEP: So we got a quorum on the 28th so

1 I'm a no fly. June 11th or August 11th, I'm no fly.
2 9/1 is the public hearing so I'm coming in for the
3 public hearing and I'm coming in for 8/4.

4 MS. CARVALHO: August 4. All right.

5 MR. SWANSON: For the public hearing?

6 MR. SELEP: For the --

7 MS. CARVALHO: Budgets.

8 MR. SWANSON: It's -- that's one of our
9 meetings.

10 MR. HEITZNER: So we're not going to have a
11 response to Dean Matt until --

12 MR. SELEP: 8/4.

13 MR. HEITZNER: August 4 because we need to let
14 him know that's six, seven weeks from now. So how
15 best to deliver that news? Through his attorney, or
16 I do reach out to him, or do I have Rusty reach out
17 to him?

18 MR. BARNEBEY: I think that might be better to
19 come from the attorneys.

20 MR. MOORE: I don't know what is going to cause
21 him to disengage.

22 MR. BARNEBEY: The problem is the quorum.

23 MR. HEITZNER: I'll talk to Rusty regardless
24 because he may call Rusty, you know, or vice versa.

25 MR. SWANSON: It is what it is. People are

1 out. It's not like this hasn't been a priority.

2 MR. HUEBNER: Is there a chance you can
3 verbalize a couple of these things and say we're
4 going to give it to the attorney to write it up more
5 formally and see if it's even a waste of time, or do
6 you want to read it before he --

7 MR. BARNEBEY: I want to make sure --

8 MR. HEITZNER: If I verbalize a couple of
9 things, we have to have a shade meeting, so --

10 MR. MOORE: I would say tell Rusty. I will
11 give Kevin a call and let him know we had a shade
12 meeting, there is a lot of movement in Dean's
13 direction. I've got to take his document and make
14 some changes. We can't get everyone together to
15 confirm all of that, unfortunately, until the end of
16 July, beginning of August. We scheduled a meeting
17 for that time and he will have a draft as of that
18 date.

19 MS. CARVALHO: That's probably the best
20 approach. You're not giving information, but you're
21 also --

22 MR. HEITZNER: I'm going to be asked, you know,
23 are we close? Are we -- I'm just going to say I
24 can't share any information. Technically, I can't.

25 MR. SELEP: Now, here is the drawback to that

1 timeline. 8/4 is when we had on the calendar to
2 vote on an assessment for the kitchen. So the
3 kitchen now is off the table for 2027.

4 MR. BARNEBEY: Unless we get something from the
5 Supreme Court.

6 MR. HEITZNER: We haven't -- we have until what
7 date to not assess?

8 MS. CARVALHO: September 1st. You're going
9 order the methodology. You'll order the methodology
10 on July 17th. The Board approves the methodology on
11 July 28th. Then we will hold our public hearing on
12 September 1st. September 1st, at that meeting,
13 you're either going to either assess that kitchen
14 project on the tax roll or not. It's
15 September 1st.

16 MR. SWANSON: Okay.

17 MR. SELEP: So then we're okay.

18 MR. SWANSON: We're cutting it close, but we're
19 okay.

20 MS. CARVALHO: You're looking at August because
21 at some point we have thought about public hearing
22 for budget to be anonymous. But the Board approved
23 it to extend it to your September meeting.

24 MR. HEITZNER: So the only outstanding question
25 we have on the assessment is if we want to delay the

1 kitchen a year?

2 MR. SELEP: Correct.

3 MR. HEITZNER: There's one assessment.

4 MR. SELEP: So that's 9/1. So the pressure is
5 then on Dean, take or leave it, let's go because 9/1
6 we're making a decision.

7 MS. CARVALHO: After you already spent the
8 money on methodology.

9 (Crosstalk)

10 MR. SWANSON: Keep on coming.

11 MR. BARNEBEY: Anything else we need to -- just
12 trying to move this along.

13 MR. HUEBNER: Do you have a feeling for that?

14 MR. HEITZNER: For what?

15 MR. HUEBNER: How much did we spend?

16 MR. HEITZNER: 25 grand.

17 MR. SWANSON: 25 grand plus 3,500.

18 MR. HUEBNER: I mean, as we are talking
19 settlement with the plaintiff here, we have all of
20 these offsets that we have to factor in, too.

21 MR. HEITZNER: Yep.

22 MS. CARVALHO: We do have a topic when we get
23 off the shade.

24 MR. SWANSON: Not to mention the cost of these
25 fine gentlemen every time we do this. The cost of

1 the community cannot be ignored. I think people
2 don't -- it's expensive.

3 MR. SELEP: Mm-hmm.

4 MR. BARNEBEY: Anything else we need to -- in
5 the shade?

6 Okay. Then with that, we will go back into
7 public.

8 P U B L I C S E S S I O N

9 MS. CARVALHO: Time is 10:39 a.m., and the
10 public meeting is now reconvened. Go ahead.

11 MR. BARNEBEY: Two things, first of all we did
12 not get any resolution at this point that required a
13 vote. So that's the first thing I want to say.

14 The second thing is that we're requesting a
15 shade meeting to be held, attorney-client session
16 which is available under section 286.011(8) Florida
17 Statutes for August the 4th, 2026, beginning at 9
18 a.m, and lasting approximately 90 minutes. And
19 that's at our request.

20 This meeting will be held at the Business
21 Office located at 8301 Park Boulevard, University
22 Park. This meeting shall commence in open meeting
23 and then we'll move to attorney-client session,
24 which will be in attendance the district
25 attorneys, Mark Barnebey and Fred Moore, District

1 Manager Vivian Carvalho, who will meet in private
2 with the Board of Supervisors of the University Park
3 Recreation District, Steve Heitzner, Scott Hubener,
4 Greg Selep, and Steve Swanson, and perhaps another
5 member, and a court reporter who will be
6 transcribing the full proceedings to be made part of
7 the public record for at least at the conclusion of
8 the litigation for purposes of discussing settlement
9 negotiations, strategy sessions related to
10 litigation expenditure in the court case of Dean
11 Matt versus University Park Recreation District
12 SC-2024-0990. And at the conclusion of the private
13 portion, the meeting shall be reopened to the
14 public.

15 With that, I think that concludes the
16 attorney-client portion of the meeting.

17 (Whereupon, the meeting was adjourned at 10:41
18 a.m.)

1 CERTIFICATE OF COURT REPORTER

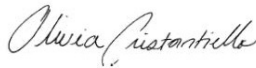
2 STATE OF FLORIDA

3 COUNTY OF SARASOTA
4

5 I, Olivia Cristantiello, Certified Shorthand
6 Reporter, do hereby certify that I was authorized to and
7 did stenographically report the Shade Meeting; and that
8 the foregoing transcript is a true record of my
9 stenographic notes.

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

16
17 DATED this 25th day of June, 2026 at Sarasota
18 County, Florida.

19
20
21
22 

23 _____
24 Olivia Cristantiello, CSR
25