

**MINUTES OF MEETING  
STOREY DRIVE  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Storey Drive Community Development District was held Thursday, October 6, 2022 at 10:00 a.m. at the Offices of GMS-CF, 219 East Livingston Street, Orlando, Florida.

Present and constituting a quorum were:

Adam Morgan	Chairman
Brent Kewley	Assistant Secretary
Teresa Diaz	Assistant Secretary

Also present were:

George Flint	District Manager
Kristen Trucco	District Counsel
Steven Saha <i>by phone</i>	District Engineer
Alan Scheerer	Field Manager

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Flint called the meeting to order and called the roll. Three Board members were present constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the September 1, 2022 Meeting**

Mr. Flint: Next is approval of the minutes from September 1, 2022. Did you have any comments or corrections to the minutes.

Mr. Morgan: They all look correct. I will make a motion to accept.

On MOTION by Mr. Morgan, seconded by Mr. Kewley, with all in favor, the Minutes of the September 1, 2022 Meeting, were approved as presented.
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**FOURTH ORDER OF BUSINESS**

**Consideration of License and Maintenance Agreement with Story Drive Community Association, Inc. for Landscape Maintenance**

Mr. Flint: Next is the License and Maintenance Agreement with the HOA for landscaping maintenance. There is a map in your agenda as well that shows what we are trying to accomplish.

Ms. Trucco: I printed out a copy of both agreements with revisions that we have made since the agenda went out. The first agreement is a License and Maintenance Agreement for certain landscaping areas, and this is with Storey Drive Community Association. The District is owning and maintaining a number of tracts and they are going to be responsible for landscaping on those tracts for the majority of the District. The COA owns certain parcels, and they are responsible for landscaping on there. The parties have decided for consistency and quality of the landscaping in the community that it would be in both parties' best interest for the District to maintain that landscaping on the parcels that the COA owns. This is a License and Maintenance Agreement that will allow the CDD to go on to the property owned by the COA and maintain the landscaping there.

Mr. Morgan: The CDD is going to maintain all the perimeter grass?

Mr. Flint: The green areas on that map.

Mr. Morgan: The red is the roads that the CDD owns and maintains?

Mr. Flint: No, the roads aren't CDD. The entrance road, which is purple, is the CDD.

Mr. Morgan: Okay, purple is CDD.

Mr. Flint: Yes, the first section of the entrance road that comes up to where the guardhouse is. There are two areas north and east of the amenity area that are shaded green that are not in separate tracts, and they are part of the tracts for the parking lot. The south end of that area that is green is a separate tract to be maintained by the CDD. For consistency, Mark wanted the north side and the east side to also be maintained. There is a tract in the corner trash compactor area.

Mr. Morgan: That is in the northeast corner?

Mr. Flint: Yes, southeast corner of the amenity area.

Mr. Scheerer: There will be a Landscape Agreement later in the meeting to highlight.

Mr. Morgan: This corner in green is just going to be an open space?

Mr. Scheerer: That is going to be the parking lot that is being removed as green space.

Mr. Morgan: Okay, that makes sense.

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Mr. Scheerer: I think we had a meeting on September 15<sup>th</sup> and Mark outlined all the changes to what was going on then.

Ms. Trucco: Regarding the terms of this agreement, this is for a period of ten years. It will automatically be renewed. For an additional ten years, either party has the right to terminate the agreement by providing 180-day written notice to the other party. The CDD will be responsible for the landscaping. The COA will reimburse the District for any capital repairs in excess of \$5,000. If there ever comes a point in the future that the CDD no longer wants to maintain the landscaping or we want to change the terms of this agreement, we can do that by either terminating the agreement, either party can with a 180-day notice, or we can amend it.

Mr. Morgan: You are looking for a resolution to approve this?

Ms. Trucco: Yes, a motion to approve in substantially final form. This is still being reviewed by the COA and potentially their counsels. There may be some minor revisions, but we think that it is in substantially final form. We are just looking for motion to approve this.

On MOTION by Mr. Morgan, seconded by Mr. Kewley, with all in favor, License and Maintenance Agreement with Storey Drive Community Association, Inc. for Landscape Maintenance, was approved in substantial form.

## **FIFTH ORDER OF BUSINESS**

### **Consideration of Access and Maintenance Easement with Storey Drive Community Association, Inc. Regarding Guardhouse and Related Improvements**

Ms. Trucco: The next agreement you have in your agenda is also with the Storey Drive Community Association. This one we are kind of flipping positions, so the CDD owns a right-of-way tract and there is a guardhouse on that tract. The parties want the COA to be responsible for maintaining that guardhouse and improvements surrounding the guardhouse. This is an Easement Agreement that is going to allow us to do that. There is an indemnification provision in here, so the COA's going to agree to indemnify the CDD for any liability that it may face as a result of the COA maintaining that area of the CDD land.

Mr. Morgan: We are just granting the guardhouse itself and the immediate area around it?

Ms. Trucco: Correct, we have asked for District engineer's help on creating a legal description for that guardhouse. We have a rough sketch provided in your agenda. That is something that is going to be revised in this agreement. You will see that same 180-day termination

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provision here. The same that we had in the License Agreement. Any improvements that remain in the easement area after this agreement is terminated for some reason can be removed by the CDD at the expense of the COA or in the event that Grantor chooses to maintain that guardhouse, the COA will agree to release all of its ownership interest and any improvements on the guardhouse or surrounding improvements.

Mr. Flint: The gates and the gate operators are on the HOA tract, but the guardhouse and the porte cochère all is going to be on the CDD tract.

Mr. Morgan: The COA and the HOA is going to pay for the actual operation and maintenance of the guard shack?

Mr. Flint: Yes, we are going to let them own it.

Ms. Trucco: We have sent it to the community association for their review, so we think this is in substantially final form. We would just be looking for a motion to approve in substantially final form subject to whatever revisions the COA makes, and it will be based on our approval, District staff and engineer's approval.

Mr. Kewley: You said the transfer of the gates has a bill of sale?

Mr. Flint: The gates and the operators are on HOA tract. This would be the guardhouse, which is currently under construction. The HOA will own the structure.

Ms. Trucco: Actually, the CDD would retain ownership and then we are giving them an easement to use the guardhouse. This is nice because if they fail to maintain it and repair to our standards, there is a provision in paragraph four that allows us to take over the maintenance of the guardhouse and then charge them for it. There is also 180-day termination provision. If this is terminated eventually, then that responsibility will fall on the CDD.

Mr. Morgan: The CDD continues to carry the insurance on it? It says that the Grantee shall maintain comprehensive general liability.

Ms. Trucco: Yes, the COA will have their own insurance for the maintenance in use of the guardhouse.

Mr. Morgan: Okay, if counsel is good with it, I'm good.

Mr. Flint: It's subject to comments back, right?

Ms. Trucco: Right.

Mr. Flint: We could be bringing this back if it changes substantially.

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Ms. Trucco: It's probably a good idea to bring it back to you guys even if it's executed by the parties for ratification. We drafted these.

Mr. Morgan: Alright, I will make a motion to approve.

On MOTION by Mr. Morgan, seconded by Mr. Kewley, with all in favor, the Access and Maintenance Easement with Storey Drive Community Association, Inc. Regarding Guardhouse and Related Improvements, was approved.

**SIXTH ORDER OF BUSINESS**

**Consideration of Landscape Maintenance Agreement**

Mr. Flint: We have the Landscape Maintenance Agreement.

Mr. Scheerer: Yes, on September 15<sup>th</sup> we had a Zoom call with Mark, George, Teresa, Daniel, Kristen, and me to go over the maintenance map for the Storey Drive CDD. About a week or so after that on September 20<sup>th</sup> we met onsite, Teresa, Daniel, me and Cherrylake, and did a walk-through of the areas that Lennar wanted us to turnover. We went back to Cherrylake. They put together a map that is in your agenda pack right now showing the areas that were currently being asked to maintain. The only thing that is not included are the canal embankments C3 and C2. None of those are ready to go to be turned over, but we have been asked to maintain about 15' out from the outside parameter wall.

Mr. Morgan: Who is asking you to maintain that?

Mr. Scheerer: Daniel said we should be doing that. Just the bank, just from the wall out about 15'.

Mr. Morgan: Oh, from the wall to the edge of the bank.

Mr. Scheerer: Not the slope.

Mr. Morgan: Nobody has ever been maintaining the slope since they have dug the ditch.

Mr. Scheerer: Right, none of that is included but we are making arrangements in the overall contract at some point when that is ready to be cleaned up, not C3 but maybe C2. Once that gets cleaned up and stabilized at some point, I know we are going to be asked to probably maintain from our side down to the water and then I guess the water on the other side goes to somebody else.

Mr. Morgan: We need to be maintaining the strip of sod around the wall, the outside of the wall.

Mr. Scheerer: That is correct.

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Mr. Flint: That is all that is included.

Mr. Scheerer: Yes, that is really when you see the pink highlights and you are looking on the north and the east side of that, that is all that really is.

Mr. Morgan: The pink is outside of the wall?

Mr. Scheerer: Yes

Mr. Morgan: The green is just the canal itself?

Mr. Scheerer: That is the canal itself, yes. During the budget process, we received a budget number of \$129,144. As you can see, this is just a partial takeover of landscaping for \$96,792, but that includes palm tree pruning, all the irrigation inspections, and re-mulch of the areas annually.

Mr. Morgan: Did we ask for a proposal from Kirkland's since they did all the installation?

Mr. Scheerer: Cherrylake did the installation.

Mr. Morgan: Why do I see Mark Kirkland's trucks out there?

Mr. Scheerer: I've never seen Mark out there myself. I can't speak to that, but Cherrylake is the install contractor, and they are currently doing all the additional install. That is who we met with onsite. They're the original proposer for the budget.

Mr. Morgan: We budgeted \$129,144 and they came in at \$96,792.

Mr. Scheerer: This is only partial now. We are still not doing those three areas that George alluded to earlier around the townhomes and a couple of smaller easements that are in there that we are not doing. They are not landscaped yet. This is just partial of what is there. I also wanted to mention that these areas outside the wall were supposed to have been mowed prior to us taking them over. They haven't been done yet.

Mr. Morgan: I asked them not to mow it because we are still having an erosion out there.

Mr. Scheerer: Okay.

Mr. Morgan: The more grass we have, the more stabilization. I deliberately asked them not to mow it.

Mr. Scheerer: Okay, during our conversation with Mark, we mentioned that, and he said we will just have Cherrylake do it, but if you're not ready to do it, that is fine.

Mr. Morgan: I am still uncomfortable because Briar is still not maintaining the parameter.

Mr. Scheerer: Ok, included in your agenda pack is a proposal from Cherrylake for \$8,066 a month or \$96,792 per year, which lines up well within our budget and we would seek approval for this so that we can get the general maintenance items going.

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Mr. Morgan: These prices are generally in line with all the other landscape budgets we have?

Mr. Scheerer: Yes, this is a good number.

Mr. Morgan: Okay, I will make a motion to approve as set forth.

On MOTION by Mr. Morgan, seconded by Ms. Diaz, with all in favor, the Landscape Maintenance Agreement, was approved.

**SEVENTH ORDER OF BUSINESS**

**Discussion of Pending Plat Conveyances**

Mr. Flint: Any plats or conveyances that we need to talk about.

Ms. Trucco: Not that I am aware of. Is anything ready to come over?

Ms. Diaz: I don't think so.

Ms. Trucco: Alright, I can get with you after the meeting or send you a follow up email and just let us know what tracts and improvements are ready for conveyance.

Mr. Morgan: We are already platted, correct?

Ms. Diaz: Yes.

Mr. Morgan: Both Phases 1 and 2 are already platted. We are worried about what we convey to the CDD.

Mr. Flint: Where are we with the requisition?

Mr. Saha: Working on that right now. We have potable water that can be done for Phase 1 and Phase 2. We received the storm as-builts and had some comments on those, but I think we will probably get the revisions back next week. The stormwater tracts, we want to start conveying those pond tracts.

Mr. Flint: Right.

Mr. Morgan: All four of them.

Mr. Saha: Yes, all four of them and I think we can.

Ms. Trucco: They have already approved Stormwater Tract 1 and 2, so I just figured we can wait.

Mr. Saha: Okay, that was done previously.

Ms. Trucco: They haven't been transferred though because the previous District engineer wanted the as-builts before he would send the certificate.

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Mr. Saha: Yes, we received the as-builts I had and there were some comments with some incomplete information. I probably should get those back next week and those should be complete.

Ms. Trucco: Ok, so the potable water, all the stormwater tracts, and I'll review the plat to make sure that there are no other tracts that are intended to be transferred to the CDD that haven't.

Mr. Morgan: Alan, we are still having severe erosion on the pond banks on all four ponds?

Mr. Scheerer: Yes.

Mr. Morgan: Once again, I do not want any mowing. I just met with Briar out there on Friday and they have a lot of pond bank that they have to repair. They have to pull sediment out of the ponds where it blew out during the storm.

Mr. Scheerer: I saw that when I was there yesterday.

Mr. Morgan: We can convey it to the CDD, but in terms of maintenance, it won't be ready for a while.

Mr. Scheerer: Okay.

Mr. Morgan: I don't mind it being conveyed, but I don't want it maintained.

Mr. Scheerer: We will stay off the ponds until I hear from you.

Mr. Morgan: Yes, that sounds good.

Mr. Scheerer: Just send a message and make sure George is copied on it as well. You or Teresa just let me know before and I will call Cherrylake when I leave here today and let them know that we will be doing these sections for now and maybe we can get a minimized pricing on that to keep the ponds out for a while.

Mr. Morgan: Okay, that sounds good.

Mr. Scheerer: The outside walls by the canals, right?

Mr. Morgan: Yes.

Mr. Scheerer: You got it.

Mr. Saha: You are ok with conveying it to the CDD, but the maintenance will be held off?

Mr. Scheerer: We will hold off on the actual landscaping.

Mr. Morgan: The maintenance will be delayed until we actually get the ponds back to where they are supposed to be. They wouldn't be able to mow them right now anyway.

## **EIGHTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

Mr. Flint: Anything else from the attorney or engineer?



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Ms. Trucco: Not from me, I will get with Lennar and Steven to get some conveyances taken care of.

**B. Engineer**

Mr. Saha: The conveyances right now would just be for the tracts, or would they be for some of the physical improvements of the pipe?

Ms. Trucco: Any improvements that are completed and ready to come to the CDD before we process a requisition. For those improvements, we like to have something in writing, like a bill of sale. The underlining tracts will also be conveyed to the CDD, as long as that is pursuant to the development phase in the recorded plat.

Mr. Morgan: Steve, I don't know when the last time you were on site. All the ponds are completed, and all the underground storm is completed, but some of the manhole lids on the storm is not completed and some of them have to be elevated. I don't know what was wrong, but we just have to raise them. I counted six storm physical holes, storm structure lids that weren't connected to the manhole. In my opinion, the storm is not fully completed. Just so you are aware.

Mr. Saha: Okay.

Ms. Trucco: We will want to wait for that then before the CDD takes that.

Mr. Morgan: It is all in Phase 2, Phase 1 is done.

Ms. Trucco: Okay.

Mr. Flint: If we can get Phase 1. I want to give money to Lennar for the improvements, so let's not wait until it's all done.

Mr. Morgan: I agree to do it as we can.

Mr. Flint: If potable is ready to go, let's do it.

Mr. Morgan: Mark asks me about it all the time. Whatever we can convey, lets convey and get it out.

Ms. Trucco: Okay, if Steve's comfortable signing the certificate at least for the potable on the Phase 1 stormwater, then we can go ahead and those can be signed and then ratified so the requisition can be processed.

Mr. Saha: Potable has already been cleared, so that is not an issue. Once I receive the as-builts on the comments to make sure it's all good.

Ms. Diaz: the force main, right?

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Mr. Saha: The force main, we haven't cleared any of the sanitary yet, so we don't have any wastewater clearance.

Ms. Diaz: The comments on the stormwater as-builts was about eliminating the force main.

Mr. Saha: No, we submitted the record drawings to OCU for all sanitary force and force main that way they can review it and make sure it is good. Then, they will allow us to schedule a lift station startup once all the lift station is done and set up. They are in review of all the sanitary wastewater. Once we have the lift station startup, then we can get clearance and then all wastewater is good.

Mr. Morgan: What are we looking at for the timeline?

Mr. Saha: I think we might be able to have that this month, the lift station startup.

Mr. Morgan: Sanitary clearance and lift station startup as well?

Mr. Saha: We might be able to get it this month.

Mr. Morgan: Anything related to power right now is going to probably be delayed.

Ms. Diaz: We have power already.

Mr. Morgan: Okay, good deal. If we can do that this month, that would be incredible.

### **C. District Manager's Report**

#### **i. Balance Sheet and Income Statement**

Mr. Flint: You have the unaudited financials through August 31<sup>st</sup>. If you have questions, we can discuss those. For last fiscal year, we were operating under Developer Funding Agreement. We've put assessments in place starting October 1 and we will start seeing assessment revenue, and the funding request will go away because we'll have assessment revenue.

Mr. Morgan: We will have assessment revenue even though we haven't CO a house?

Mr. Flint: Yes, it's on the platted lots.

#### **ii. Ratification of Funding Request #13**

Mr. Flint: We have ratification of funding request #13, which is for \$10,022.09 and \$5,000 of that is for assessment roll which would be billed to the FY 2023 budget.

Mr. Morgan: Okay.

Mr. Flint: Any questions, we can discuss those. If not, I would ask for a motion to ratify funding request #13.

Mr. Morgan: I will make a motion.

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On MOTION by Mr. Morgan, seconded by Ms. Diaz, with all in favor, Funding Request #13, was ratified.

**NINTH ORDER OF BUSINESS**

**Other Business**

Mr. Flint: Was there any other business or Supervisor's requests?

Mr. Morgan: We haven't made any requisitions yet off this have we? Construction?

Mr. Saha: Not construction. I think there has been two very small minor ones for services, but construction will be the first.

Mr. Morgan: That is what I thought.

Mr. Flint: There is one for Poulos & Bennett, LLC for \$4,020.

Mr. Morgan: I was talking about construction reimbursement. So, we have \$9,125,000 in the construction fund. You and Steven could keep in close touch and try to get these conveyances completed and all that stuff so that we can get these requisitions done.

Ms. Diaz: Yes, I have already talked to Steve about it.

Mr. Saha: Yes, we are good on potable water. We are looking at those as-builts to make sure those look good. As far as the electrical underground, Briars has pretty much installed everything.

Ms. Diaz: The conduit is installed right now.

Mr. Saha: Do we know when the traffic signal will be in?

Ms. Diaz: That is already completed.

Mr. Saha: The box culverts were part of the storm as-builts. Once I get the information on those, we can do that for the offsite as well.

Mr. Morgan: Okay, sounds great.

**TENTH ORDER OF BUSINESS**

**Supervisor's Requests**

There being none, the next item followed.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

Mr. Flint asked for a motion to adjourn the meeting.

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On MOTION by Mr. Morgan, seconded by Mr. Kewley, with all in favor, the meeting was adjourned.

*George Flint*

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Secretary/Assistant Secretary

*Adam Morgan*

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Chairman/Vice Chairman