

*Storey Drive  
Community Development District*

*Agenda*

*February 1, 2024*

# AGENDA

# *Storey Drive*

## *Community Development District*

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219 E. Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

January 25, 2024

Board of Supervisors  
Storey Drive Community  
Development District

Dear Board Members:

The meeting of the Board of Supervisors of the **Storey Drive Community Development District** will be held **Thursday, February 1, 2024 at 10:00 a.m. at the offices of GMS-CF, 219 E. Livingston Street, Orlando, Florida.** Following is the advance agenda for the regular meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the January 4, 2024 Meeting
4. Ratification of Agreement with Briar Team, LLC for Repairs to Pedestrian Bridge
5. Staff Reports
  - A. Attorney
    - i. Discussion of Pending Plat Conveyances
    - ii. Status of Permit Transfers
  - B. Engineer
  - C. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet and Income Statement
  - D. Field Manager's Report
6. Other Business
7. Supervisor's Requests
8. Adjournment

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,

*George S. Flint*

George S. Flint  
District Manager

Cc: Jan Carpenter, District Counsel  
Stephen Saha, District Engineer

Enclosures

# MINUTES

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, January 4, 2024 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
Daniel La Rosa	Vice Chairman
Brent Kewley	Assistant Secretary
Teresa Diaz	Assistant Secretary
Josh Jochims <i>joined late</i>	Assistant Secretary

Also present were:

George Flint	District Manager
Kristen Trucco	District Counsel
Stephen 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. Four Board members were present constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Mr. Flint: There are no members of the public here to provide public comment.

**THIRD ORDER OF BUSINESS**

**Organizational Matters**

**A. Administration of Oaths of Office to Newly Elected Supervisors**

Mr. Flint: We did have three seats up for landowner election and Teresa, Brent, and Josh were all reelected to their seats. I've administered the oath of office to Teresa and Brent before the meeting, so we don't need to do that on the record.

**B. Consideration of Resolution 2024-01 Canvassing and Certifying the Results of the Landowners' Election**

Mr. Flint: The next item is Resolution 2024-01, which canvasses and certifies the results of the landowner election. The Board sits as the canvassing Board for purposes of certifying the landowners' election that was held on November 7, 2023. You can see in the resolution the landowner cast 50 votes for Teresa Diaz, 50 votes for Brent Kewley and 49 votes for Josh Jochims. Teresa and Brent will serve four-year terms and Josh will serve a two-year term.

Mr. Morgan: I will make a motion to ratify.

On MOTION by Mr. Morgan, seconded by Mr. Kewley, with all in favor, Resolution 2024-01 Canvassing and Certifying the Results of the Landowners' Election, was approved.

**C. Election of Officers**

**D. Consideration of Resolution 2024-02 Electing Officers**

*\*Josh Jochims joined the meeting at this time.*

Mr. Morgan: Who is Vice Chair?

Mr. Flint: Dan is Vice Chair.

Mr. Morgan: Do you want to stay Vice Chair?

Mr. La Rosa: Yes, I need to stay so we can sign stuff.

Mr. Flint: Yes. We have Adam as Chairman, Dan as Vice Chairman, the other three Board members as Assistant Secretaries. I am Secretary, Jill Burns is Treasurer, and Darrin Mossing, Sr. is an Assistant Secretary.

Mr. Morgan: I make a motion to approve as it is.

On MOTION by Mr. Morgan, seconded by Mr. Kewley, with all in favor, Resolution 2024-02 Electing Officers as slated above, was approved.

**FOURTH ORDER OF BUSINESS**

**Approval of Minutes of the September 7, 2023 Meeting and Acceptance of Minutes of the November 7, 2023 Landowners' Meeting**

Mr. Flint: Ok. Now we're on approval of your September Board minutes and acceptance of the November landowner minutes. Were there any comments or questions?

Mr. Morgan: They look good; I make a motion to approve.

On MOTION by Mr. Morgan, seconded by Mr. Jochims, with all in favor, the Minutes of the September 7, 2023 Meeting and Acceptance of Minutes of the November 7, 2023 Landowners' Meeting, were approved.

## **FIFTH ORDER OF BUSINESS**

### **Discussion of Actions Related to Repairs of Damage to Pedestrian Bridge**

Mr. Flint: Item five is discussion of actions related to damage to pedestrian bridge. Kristen, do you want to address this item?

Ms. Trucco: Yes, absolutely. Some Board members already may be aware, but the City owns a canal tract that is adjacent to the CDD's property. It's located outside of the property. An adjacent property owner had hired a contractor that performed work and improperly drained or dewatered into the City's canal tract. As a result of that improper dewatering, the culvert's structure and pedestrian bridge there was damaged. The City had reached out, I believe, to a representative of Lennar and let that representative know what was going on. We had to take a look at the plats and the prior recorded documents because that canal tract is owned by the City, but we do have confirmation the CDD was required to sign acknowledgment and consent that it was responsible for that pedestrian bridge and the culvert structure that is on that canal tract because it's part of the Master Stormwater System, so the CDD previously had signed that acknowledgment. We are responsible for repairing that. I have tried to get in contact with the City's attorney because the representative that reached out to the Lennar representative is not able to speak with me. Her lawyer is only able to speak with me, which makes sense because there was some discussion of potentially the City making the repair and then seeking collection from the contractor or the developer, which is the CDD's preference in order to save on collection costs. I am still waiting to hear back. I did get confirmation from the City that they are making their repair, and that the attorney is going to give me call. As it stands right now, our recommendation would be to make the repair that they believe is the culvert structure repair. It looks like we've got a proposal here and then we will aggressively pursue reimbursement from the contractor. I still would like to talk to the City because I think that it is going to be easier for the City to collect from the developer than maybe the CDD would be. The CDD is going to incur some costs, so that is our plan.

Mr. Morgan: Has anybody contacted the contractor directly?

Mr. La Rosa: Regarding contractor, the offending contractor?

Mr. Morgan: DCC Construction.

Mr. La Rosa: The City has spoken with them, a representative of the Briar team, when the incident took place. I spoke with the super that was onsite, simply asking them to shut down the pumps that was causing the damage. Since that time, there has been no further communication between Lennar and that contractor. Nobody from Lennar spoke with that contractor either. It was Briar or it was a sub.

Mr. Morgan: Counsel hasn't either?

Ms. Trucco: No.

Mr. Morgan: Okay.

Mr. La Rosa: May I ask some clarifying questions to what you just said? The repairs that the City is proposing taking on, do they include the structure or just stabilizing the pond bank? My understanding from what I had heard was the City was offering to fix and stabilize the pond banks so no further damage would occur or the canal bank. I had not heard that they had offered or reached out discussing. The only proposal that I am aware of is one that I solicited from the original builder/contractor for the culvert and that is the one that we have.

Mr. Morgan: The City is only going to repair the canal bank. My understanding is that has been completed.

Mr. La Rosa: That is my understanding as well. That is one of the things I am going to check after this meeting. With regard to reimbursement, that is why I wanted to be clear on the record with regard to reimbursement being sought on by the City, is that reimbursement for the repair they've already done?

Ms. Trucco: That's my understanding.

Mr. La Rosa: Okay.

Mr. Flint: I think what we were trying to do is because they were going to be seeking reimbursement for their repair, we were trying to get them to seek reimbursement for all the repairs versus us going after the contractor and the City going after the contractor. But, if we are not getting cooperation from the City in that regard, I think we need to get a demand letter to the contractor.

Mr. La Rosa: I can see that being problematic for the City because of their bid system and, you know, fixing a structural cosmetic repair like this would not be something that they would do on staff. They would send it out and therefore it would have to through their bid process, the three



bids and everything else than just flatly accepting something from us would most likely not work for that.

Mr. Morgan: Oh. Not work?

Mr. La Rosa: Not work for that.

Mr. Morgan: Even if they took our repair costs and went out to the contractor?

Mr. La Rosa: If they went after the contractor, potentially.

Mr. Flint: Yes, that is what we were seeking is just for them to do the damages.

Mr. Morgan: We will do the work and not ask the City to do the work, but then once we do the work, then we are seeking compensation. If the City is going after the contractor, then they can just stick our repair bill and go after them at the same time. That is what Kristen, and I were thinking.

Ms. Trucco: That is our hope, but the City representative that I spoke to, she did not give me any detail on what repair they were already performing.

Mr. Morgan: Kerry was very specific; they are only repairing the pond bank.

Ms. Trucco: Okay. She did mention that their plan was to then send a bill to Adam.

Mr. Morgan: Yes.

Ms. Trucco: So, for reimbursement, I'm presuming, from the CDD and that is why what I said, I need to talk with your lawyer. That was the end of last week.

Mr. Morgan: But Kerry from the City had to give an immediate answer to her boss to be able to immobilize a crew to repair and stabilize the pond banks, so she just needed an answer. She said, "*if we do the work, will the CDD reimburse us?*". I said, "*We would prefer if you go after the contractor, but if you need an answer, then potentially yes.*"

Mr. La Rosa: My understanding is the agreement that was signed and is that the CDD is strictly responsible for the structure all the way to the water, from edge to edge and down. If this had taken place fifty feet to the east or west, it would be a different situation. It's simply because this took place and then there was damage to a structure that is currently the responsibility of the CDD. I don't, for one, see how that would be our responsibility to maintain the bank itself. That was damage that was done by somebody else and therefore their responsibility to seek compensation.

Mr. Flint: Right. The other clarification what you stated we contacted the City, and the City didn't, I mean, you guys know the facts better than I do as far as how we discovered this happening and then we reached out to the City about it.

Mr. Morgan: Alan and I reached out to the City.

Mr. Scheerer: Both Adam and I made calls to the City stormwater.

Mr. Morgan: Because they wouldn't shut the pumps off, so we called the City.

Mr. La Rosa: I was there.

Mr. Scheerer: Yes.

Ms. Trucco: Oh ok. I thought the City had notified you.

Mr. Scheerer: No.

Ms. Trucco: Ok. I am glad that is a correction.

Mr. Scheerer: Yes. Briar notified Lennar.

Mr. La Rosa: I was the first one there. I notified Alan and Adam at the same time and said, *"you guys need to get over here."*

Mr. Scheerer: Yes. We did and simultaneously made a call to stormwater, and they responded within an hour or two.

Mr. Morgan: Yes, Brian was out there within two hours and they did a full environmental inspection and impact statement and everything, which is available by public record. They can't give it to me directly. They have to do a public record request, but there has been a formal, some type of formal documentation by the City's environmental department on the impact to the canal and the structure and everything.

Ms. Trucco: Great. Ok. Well, we will get our hands on that.

Mr. Morgan: Ok. And I am assuming that during the process of writing that report, they have to deliver somebody's to the City and had to of been in contact with the contractor to deliver that report.

Ms. Trucco: I wouldn't speak to it, but I would assume. I would assume they had.

Mr. Morgan: I know they sure as heck didn't get in touch with me.

Mr. Flint: As far as the repair, we have a quote in the agenda. Do we know if Lennar would be amenable to funding the repair subject to reimbursement from the CDD or do we need to wait until the CDD has the funds? I know at the time this happened; we hadn't gotten any first distribution from the tax collector on the on-roll assessments. It also depends on when the tax bills

were paid, but I think we determined the tax bills were paid in November. It's just we actually, at the time, we had reached out about the tax bills. We hadn't gotten the first distribution from the county, but since then we have, so these financials may not reflect that.

Mr. Morgan: They don't. They are November.

Mr. La Rosa: If the question is, "*Would Lennar be amenable to making the repairs fronting the costs until that money came through and then being reimbursed by the CDD prior to the CDD seeking that money back from the offending party*", the answer is yes.

Mr. Flint: Ok.

Mr. La Rosa: Because we need to get this taken care of before something else happens worse. I would reach out, myself personally, and get this work contracted and get it taken care of.

Mr. Flint: Let me find out the status of funding because we have gotten distribution from the county since these financials were prepared.

Mr. Morgan: Would you want Alan to reach out to Briar and tell them to move forward.

Mr. La Rosa: Well, how we structure it so that the CDD, but then if you want it to be a contract, I will need something papered on my side. I can't just write a check from Lennar to pay for something unless, you know, it would have to be an agreement between the CDD and Lennar and Lennar would be the ones contracting the work directly.

Mr. Morgan: Ok.

Mr. Flint: Why don't we have the proposal approved for the work if the CDD has the funds to carry out the work, we will do it directly. If we don't, the motion would contemplate we would enter into a funding agreement with Lennar. Lennar would carry the work out and then be reimbursed. I think we can wrap that all into one motion. So, if the funds are available, we will do it directly and don't need to worry about a funding agreement. If we don't, then we will the funding agreement.

Mr. La Rosa: Yes.

Mr. Flint: Is there a motion to that effect?

Mr. Morgan: I will make a motion.

<p>On MOTION by Mr. Morgan, seconded by Mr. Kewley, with all in favor, the Proposal for Repairs of Damage to Pedestrian Bridge if the CDD has the Funds and if not the CDD will enter into a Funding Agreement with Lennar, was approved.</p>
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Ms. Trucco: I will reach back out to the City representative and their attorney to try and get them on the phone now that the holidays through. If I can speak with you after the meeting, that would be helpful. I just want to go through the canal bank repair that the City is performing right now or has completed.

## **SIXTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

##### **i. Discussion of Pending Plat Conveyances**

##### **ii. Status of Permit Transfers**

Mr. Flint: Staff reports. Anything else, Kristen?

Ms. Trucco: I did review the plats that I had in my file for Storey Drive. I've got the Story Drive Phase 1 plat even though it's just named Storey Drive and also the Storey Drive Phase 2 plat. There is one tract in access and drainage easement in the Phase Two plat that has not been conveyed to the CDD yet, so I wanted to touch base to confirm if that is ready to go with access and drainage.

Mr. Morgan: Yes, everything should be ready to go.

Ms. Trucco: Everything can be conveyed, okay. Then, as far as the Storey Drive Phase 1 plat, there are tracts that have already been conveyed, but there is number those stormwater tracts and open space tract and a right of way tract where we have Lennar sign off. We do need the District engineer sign off on the certificate, so follow up with him on that. I believe that he was working on a revision to a requisition that he had worked on. There was process for the Series 2022 bonds. My records show it is Requisition #1, so I need to follow up with them and confirm that there is no impact on the tracts and infrastructure that was going to be conveyed to the CDD and get his sign off on the deed cert and then we'll convey those over. We'll record the deed to convey them over to the CDD. And so long as I have his sign off on Tract A1, I can add that to those conveyance documents. I think that takes care of all Storey Drive plats as far as I can see it. There is just the Phase 1 and Phase 2, right?

Mr. Morgan: Yes. Very good.

Ms. Trucco: That is all I have.

#### **B. Engineer**

Mr. Flint: Engineer's report, Steve? Anything?

Mr. Saha: I don't have anything else to add.

Mr. Flint: Okay. We do need to close the loop on the revision to that one requisition.

Mr. Saha: Yes. I have worked out the costs and just need to complete that document to show the changes to the costs and what is being applied to the requisition and take out the items that weren't appropriate.

Mr. Flint: Okay. Hopefully we can get that on the March agenda. It looks February we may not be able to have a meeting. Alan?

Mr. Scheerer: I just have a generic question that came up before the holidays about the emergency gate that exits right of way two onto Vanguard. Is that not HOA? It's an emergency exit.

Mr. Morgan: I thought all gates were.

Mr. Scheerer: Well, I had one of the property managers for the community call me and I told them, "*We have the wall tract that runs along Vanguard, but that gate, I don't believe, is part of the CDD's.*"

Mr. Morgan: I thought all the gates were HOA.

Mr. La Rosa: All the gates are HOA.

Mr. Scheerer: Okay.

Mr. La Rosa: I am aware of the issue.

Mr. Scheerer: You are? Okay.

Mr. La Rosa: That is one of the reasons I am going over there. I am going to take a look at it, and we need to talk after this meeting.

Mr. Scheerer: I know there are some issues with the operation of the gate, but there were some repairs that needed to be made. They reached out to me, and I said, "*Look as far as I know, it is part of the right of way tract. It will fall to the HOA. We own the wall.*"

Ms. Diaz: Who reached out to you?

Mr. Scheerer: The property manager. I can't think of his name off the top of my head.

Mr. La Rosa: I think it was Daryl.

Mr. Scheerer: Yes, Daryl. Okay. As long as you guys are in the loop.

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

#### **i. Approval of Check Register**

Mr. Flint: You have approval of the check register from September 1 through September 27 for \$67,714.86. Is there any comments or questions on the check register?

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

On MOTION by Mr. Morgan, seconded by Ms. Diaz, with all in favor, the Check Register, was approved.

**ii. Balance Sheet and Income Statement**

Mr. Flint: You have the unaudited financials through November 30. If there are any questions, we can discuss those.

**D. Field Manager’s Report**

Mr. Flint: Anything else, Alan?

Mr. Scheerer: No sir. I will be out there tomorrow should anybody need anything. I am just doing an overview to check on some of the canal bank repairs. I will look at all the ponds Daniel, as well, to assess whether or not we need to have any other vegetation removed from those ponds.

Mr. La Rosa: Thank you.

**SEVENTH ORDER OF BUSINESS**

**Other Business**

There being no comments, the next item followed.

**EIGHTH ORDER OF BUSINESS**

**Supervisor’s Requests**

There being no comments, the next item followed.

**NINTH ORDER OF BUSINESS**

**Adjournment**

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

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

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

# SECTION IV

**AGREEMENT WITH THE BRIAR TEAM, LLC FOR REPAIR SERVICES**

(Storey Drive Community Development District)

**THIS AGREEMENT WITH THE BRIAR TEAM, LLC FOR REPAIR SERVICES** (the "Agreement"), effective as of the 24<sup>th</sup> day of January, 2024 (the "Effective Date"), between the **STOREY DRIVE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose mailing address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the "District"), and **THE BRIAR TEAM, LLC**, a Florida limited liability company, whose mailing address is 4570 Orange Blvd., Sanford, Florida 32771 (the "Contractor").

**W I T N E S S E T H:**

Subject to and upon the terms and conditions of this Agreement and in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

1. DEFINITIONS.

(a) Agreement. The Agreement consists of: (i) this Agreement with The Briar Team, LLC for Repair Services; and (ii) the Contractor's proposal (No. 130-23), dated December 19, 2023, attached hereto as Exhibit "A" (the "Proposal"). The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation, or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 14. In the event of any conflict between the terms herein and term(s) in the Proposal, the terms herein shall prevail.

(b) Services. The term "Services" as used in this Agreement shall be construed to include all activities and services set forth in the Proposal, and all obligations of Contractor under this Agreement, including any addenda or special conditions.

2. SCOPE OF WORK.

(a) A description of the nature, scope, location and schedule of the Services to be performed by the Contractor under this Agreement shall be as described in the Proposal. The area to be included under this Agreement may be amended by the mutual consent of the District and the Contractor.

3. COMMENCEMENT OF SERVICES AND TERM. Contractor shall commence the Work on the Effective Date and shall perform same in accordance with the terms herein, including the Proposal, until completion, as determined by the sole reasonable satisfaction of the District which shall be evidenced by the District's payment to the Contractor.

4. DISTRICT MANAGER.

(a) The District's authorized representative (herein referred to as the "District



Manager”) shall be the District Manager of the District, which is Governmental Management Services – Central Florida, LLC, whose mailing address is 219 E. Livingston Street, Orlando, Florida, 32801, Attention: George Flint; provided, however, that the District may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the District’s representative for the purpose of this Agreement.

(b) All actions to be taken by, all approvals, notices, consent, directions and instruction to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the District shall be taken, given, and made by, or delivered or given to the District Manager in the name of and on behalf of the District, provided, however, that the District (and not the District Manager or any other agents of the District) shall be solely obligated to the Contractor for all sums required to be paid by the District to the Contractor hereunder.

#### 5. COMPENSATION, PAYMENTS AND INSPECTION RIGHTS PRIOR TO FINAL PAYMENT.

(a) The District agrees to pay the Contractor the amounts specified in the Proposal, \$24,223.80, after the Services are completed and have been inspected and approved by the District’s authorized representative.

(b) Work Authorizations shall mean orders or directives issued by the District. Work Authorizations shall be issued for repairs or emergency services, changes to the scope of the area in which services are required, or for any services beyond those set forth in Article 2. Services performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the District’s sole discretion. Contractor shall not be entitled to compensation for Services outside the scope of Article 2 unless Contractor has obtained prior written authorization of District to perform the same.

(c) District retains the right to reduce any portion of Contractor’s Scope of Services as set forth in Article 2. Should this occur, a revised Scope of Services will be agreed upon in writing by both District and Contractor.

#### 6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) Contractor hereby represents to District that: (i) it has the experience, qualifications and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed and permitted to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iii) has the necessary equipment, materials and inventory required to perform the Services as set forth in this Agreement; (iv) it has by careful examination satisfied itself as to: (a) the nature, location and character of the area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water

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conditions of the area, and to the extent pertinent, all other conditions, and (b) all other matters or things which could in any manner affect the performance of the Services.

(b) The Contractor warrants to the District that all materials furnished under this Agreement shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Agreement documents.

7. EMPLOYEES; INDEPENDENT CONTRACTOR STATUS.

(a) All matters pertaining to the employment, supervision, compensation, insurance, promotion, and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall enforce strict discipline and good order among its employees on the District's premises. Contractor shall comply with all requirements of the E-Verify System as set forth in Article 18.

(b) Contractor is an independent contractor and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Contractor. Contractor has no authority to enter into any contracts or contracts, whether oral or written, on behalf of the District.

8. COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES.

(a) At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders. Contractor is responsible for obtaining all permits or other approvals required for the Services.

(b) Contractor hereby covenants and agrees to comply with all of the rules, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, etc. may specifically relate to Contractor or its Services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Services described herein as may be issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the District that it intends to contest such orders or requirements and that Contractor shall not comply with the same. Contractor shall provide immediate notice to the District of any such orders or requirements upon receipt of same.

(c) The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Contractor agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to Contractor.

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9. WORKPLACE ENVIRONMENT AND PUBLIC SAFETY.

(a) Contractor agrees to provide a safe and healthy workplace environment for its employees and agents and a safe and healthy environment for the public at all times. Contractor shall promptly correct any unsafe condition or health hazard in its control and shall immediately report any such condition to the District). In addition to all other requirements of this Agreement, Contractor shall comply with all federal, state and local laws and regulations related to health and safety. Further, Contractor acknowledges that all vehicles and equipment must be properly and safely operated and, where applicable, licensed and/or permitted, to operate on public roadways. Contractor acknowledges that it is responsible for public safety issues including but not limited to: proper work methods, use of protective equipment, safe maintenance, traffic control through work zones, and handling and use of materials, vehicles, and equipment.

(b) The Contractor agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the District has undertaken or assumed any part of that responsibility.

(c) Contractor shall, prior to performing any of the Services, provide employees with training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training. Contractor shall assure that all employees are licensed and/or have all applicable permits, necessary to perform the Services.

(d) Contractor will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.

10. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

(a) Contractor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees that the public records custodian of the District is the District Manager, which is currently Governmental Management Services - Central Florida, LLC (the "Public Records Custodian"). Contractor shall, to the extent applicable by law:

(i) Keep and maintain public records required by District to perform services;

(ii) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;

(iii) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law

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for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and

(iv) Upon completion of the Agreement, transfer to District, at no cost, all public records in District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT (407-841-5524), OR BY EMAIL AT [GFLINT@GMSCFL.COM](mailto:GFLINT@GMSCFL.COM), OR BY REGULAR MAIL AT 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801, ATTENTION: DISTRICT PUBLIC RECORDS CUSTODIAN.**

#### 11. INSURANCE.

(a) Contractor shall, throughout the performance of its services pursuant to this Agreement, maintain at a minimum:

(i) Occurrence based comprehensive general liability insurance (including broad form contractual coverage), with a minimum limit of \$1,000,000 single limit per occurrence, protecting it and District from claims for bodily injury (including death), property damage, contractual liability, products liability and personal injury which may arise from or in connection with the performance of Contractor's services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees;

(ii) Occurrence based automobile liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed hereunder;

(iii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of \$100,000 per occurrence; and

(iv) Employers liability, with a minimum coverage level of \$1,000,000.

(b) All such insurance required in Paragraph 11(a) shall be with companies and on forms acceptable to District and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to District; the insurance required under paragraph 11(a)(i) shall name the District as an additional insured. Certificates of insurance (and copies of all policies, if required by the District) shall be furnished to the District. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to District whatsoever.

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12. SOVEREIGN IMMUNITY. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. INDEMNIFICATION Contractor agrees to indemnify, save harmless and defend the District, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the District, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Contractor's (or its agents, employees or subcontractors) breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or subcontractors, related to or in the performance of this Agreement. The Contractor warrants that the Services provided herein shall be free from any defects in workmanship and Contractor agrees to a warranty for a period of one year from completion of the Services to repair any deficiencies, fixes or touch-ups needed.

14. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

(a) A Work Authorization shall be in writing by the District, which shall consist of additions, deletions or other modifications to the Agreement.

(b) The District may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the District. Upon receipt of any Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

15. PROTECTION OF PERSONS AND PROPERTY: MONITORING.

(a) In addition to all other requirements hereunder, the Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents guests, visitors, invitees and licensees of the District and community residents, tenants, and the general public that may be affected thereby.

(b) All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery,

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materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the District and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

(c) The Contractor shall at all times keep the general area in which the Services are to be performed, including but not limited to sidewalks, roadways, trails, rights-of-way, open spaces, and all such areas impacted by the Services, clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The District may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the District may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the District may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the District in undertaking such action against any sums then or thereafter due to the Contractor.

(d) Contractor shall cooperate with and participate in, at no additional cost or charge, all programs, plans or routines for monitoring and reporting to District, as required in the sole discretion of the District, to ensure satisfactory performance of the Services provided hereunder.

#### 16. SUSPENSION OR TERMINATION.

(a) The District shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor.

(b) If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the District may, without prejudice to any other right or remedy available to the District and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of Contractor. In addition, without terminating this Contract as a whole, the District may, under any of the circumstances above, terminate any portion of this Contract (by reducing, in such a manner as District deems appropriate, the Scope of Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the District may deem expedient.

17. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

(a) Nothing contained in the Agreement shall create any contractual relationship between the District and any Subcontractor. However, it is acknowledged that the District is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

(b) Contractor shall coordinate the services of any Subcontractors and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and coordinate of all Services furnished by the Contractor or its Subcontractors.

(c) All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and condition of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the District, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

#### 18. COMPLIANCE WITH E-VERIFY SYSTEM

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

19. NOTICE.

(a) Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to District: Storey Drive Community Development District  
c/o Governmental Management Services – Central Florida,  
LLC  
219 E. Livingston Street  
Orlando, Florida 32801  
Attention: George Flint, District Manager  
Telephone: (407) 841-5524

Copy to: Latham, Luna, Eden & Beaudine, LLP  
201 S. Orange Ave., Suite 1400  
Orlando, Florida 32801  
Attention: Kristen Trucco, District Counsel  
Telephone: (407) 481-5806

If to Contractor: The Briar Team, LLC  
4750 Orange Blvd.  
Sanford, Florida 32771  
Attention: Kyle Holley  
Telephone: (407) 321-2773

(b) Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

20. ATTORNEYS' FEES. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

21. GOVERNING LAW AND JURISDICTION. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will comply with the terms of the Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Orange County, Florida.



**THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN ORANGE COUNTY, FLORIDA.**

22. **SEVERABILITY.** In the event that any provision of this Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity, or if this leads to an impracticable result, shall be stricken, but in either event, all other provisions of the Agreement shall remain in full force and effect.

23. **NO WAIVER.** No failure by either party to insist upon the strict performance of any covenant, duty, contract or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, contract, term or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, contract, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

24. **NO MODIFICATION.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire contract made between the parties and may not be modified orally or in any manner other than by a contract in writing signed by all parties hereto or their respective successors in interest.

25. **TIME IS OF THE ESSENCE.** The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence of the Agreement.

26. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained herein, the Contractor acknowledges that prior to the execution of the Agreement it has thoroughly reviewed and inspected the Agreement documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and doubtful language will not be interpreted or construed against any Party.

27. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same contract.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***

**SIGNATURE PAGE TO  
AGREEMENT WITH THE BRIAR TEAM, LLC FOR REPAIR SERVICES**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed affective as of the day and year first above written.


**DISTRICT:**

**STOREY DRIVE COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Name: ADAM MORGAN  
Chairman/Vice-Chair, Board of Supervisors

**CONTRACTOR:**

**THE BRIAR TEAM, LLC**, a Florida  
limited liability company

By:   
Print: Bobby Good  
Title: President

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**EXHIBIT "A"**

**PROPOSAL**

*[See attached.]*

*[Attached.]*



**Authorization to Proceed**

Date: December 19, 2023 ATP #: 130-23

Job Name: Storey Drive

Job Number: TBD

Company: Lennar Homes, LLC Attention: Dan LaRosa

6675 Westwood Blvd. 5th Floor

Orlando, FL 32827

**\*\*If acceptable, please sign the authorization below and an invoice will be issued accordingly**

**Description: I. SITE WORK**

a) demo & rebuild existing retaining wall	1	LS	18,000.00	-----	\$18,000.00
b) remove & replace sidewalk and handrail	15	LF	414.92	-----	\$6,223.80
<b>TOTAL . . .</b>					<b>\$24,223.80</b>

**\*\*\* Notes \*\*\***

- 1) prices are subject to change on materials, fuel, aggregate, etc. Due to market volatility from unforeseen natural disasters, pandemics, and/or tariffs. If required, The Briar Team reserves the right to adjust costs of fuel, supplies and subcontractors with sufficient overhead during the duration of the project.
- 2) pricing is valid for 15 days.

**Authorization to Proceed Signature:**

Dan LaRosa, Lennar Homes, LLC

Briar Signature: 

Printed Name and Title: Kyle Holley, Director of Operations

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# SECTION V

# SECTION C

# SECTION 1

# Storey Drive Community Development District

## Summary of Invoices

December 27, 2023 - January 26, 2024

Fund	Date	Check No.'s	Amount
General Fund			
	1/4/24	121-122	\$ 459,690.99
	1/11/24	123-124	12,329.06
	1/18/24	125	87,472.84
	1/25/24	126	1,276.00
			\$ 560,768.89
Payroll			
	<u>January 2024</u>		
	Adam Morgan	50050	\$ 184.70
	Brent Kewley	50051	\$ 184.70
	Joshua Jochims	50052	\$ 184.70
	Teresa Diaz	50053	\$ 184.70
			\$ 738.80
<b>TOTAL</b>			<b>\$ 561,507.69</b>



CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
1/04/24	00014	12/31/23	216585	202312	320	53800	47000		AQUATIC PLANT MGMT DEC23	*	685.00		
APPLIED AQUATIC MANAGEMENT INC												685.00	000121
1/04/24	00010	1/02/24	01022024	202401	300	20700	10000		FY24 SPCL ASMNT SER2022	*	459,005.99		
STOREY DRIVE CDD C/O USBANK												459,005.99	000122
1/11/24	00011	1/02/24	114669	202401	320	53800	46200		LANDSCAPE MAINT JAN24	*	8,066.00		
CHERRYLAKE INC												8,066.00	000123
1/11/24	00001	1/01/24	53	202401	310	51300	34000		MANAGEMENT FEES JAN24	*	3,062.50		
1/01/24		53		202401	310	51300	35200		WEBSITE ADMIN JAN24	*	100.00		
1/01/24		53		202401	310	51300	35100		INFORMATION TECH JAN24	*	150.00		
1/01/24		53		202401	310	51300	31300		DISSEMINATION FEE JAN24	*	291.67		
1/01/24		53		202401	310	51300	51000		OFFICE SUPPLIES	*	.12		
1/01/24		53		202401	310	51300	42000		POSTAGE	*	2.52		
1/01/24		54		202401	320	53800	12000		FIELD MANAGEMENT JAN24	*	656.25		
GOVERNMENTAL MANAGEMENT SERVICES												4,263.06	000124
1/18/24	00010	1/12/24	01122024	202401	300	20700	10000		FY24 SPCL ASMNT SER2022	*	87,472.84		
STOREY DRIVE CDD C/O USBANK												87,472.84	000125
1/25/24	00002	1/22/24	123149	202312	310	51300	31500		DEWATER DMG/COSTSHRE/EASE	*	1,276.00		
LATHAM, LUNA, EDEN & BEAUDINE, LLP												1,276.00	000126
TOTAL FOR BANK A											560,768.89		
TOTAL FOR REGISTER											560,768.89		

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# SECTION 2

# ***Storey Drive***

***Community Development District***

***Unaudited Financial Reporting***

***December 31, 2023***



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**Storey Drive**  
**Community Development District**  
**Balance Sheet**  
**December 31, 2023**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>				
Cash - Truist Bank	\$ 724,831	\$ -	\$ -	\$ 724,831
Investments:				
Series 2022				
Reserve	\$ -	\$ 268,106	\$ -	\$ 268,106
Revenue	\$ -	\$ 23,490	\$ -	\$ 23,490
Construction	\$ -	\$ -	\$ 24,346	\$ 24,346
Due From Developer	\$ 54,746	\$ 459,006	\$ -	\$ 513,752
<b>Total Assets</b>	<b>\$ 779,577</b>	<b>\$ 750,602</b>	<b>\$ 24,346</b>	<b>\$ 1,554,525</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 1,961	\$ -	\$ -	\$ 1,961
Due to Debt Service	\$ 459,006	\$ -	\$ -	\$ 459,006
<b>Total Liabilities</b>	<b>\$ 460,967</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 460,967</b>
<b>Fund Balances:</b>				
Restricted For Debt Service	\$ -	\$ 750,602	\$ -	\$ 750,602
Assigned For Capital Reserves	\$ -	\$ -	\$ 24,346	\$ 24,346
Unassigned	\$ 318,610	\$ -	\$ -	\$ 318,610
<b>Total Fund Balances</b>	<b>\$ 318,610</b>	<b>\$ 750,602</b>	<b>\$ 24,346</b>	<b>\$ 1,093,558</b>
<b>Total Liabilities &amp; Fund Equity</b>	<b>\$ 779,577</b>	<b>\$ 750,602</b>	<b>\$ 24,346</b>	<b>\$ 1,554,525</b>

# Storey Drive

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending December 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/23	Thru 12/31/23	Variance
<b>Revenues:</b>				
Special Assessments	\$ 313,137	\$ 268,051	\$ 268,051	\$ -
<b>Total Revenues</b>	<b>\$ 313,137</b>	<b>\$ 268,051</b>	<b>\$ 268,051</b>	<b>\$ -</b>
<b>Expenditures:</b>				
<b>Administrative:</b>				
Supervisor Fees	\$ 12,000	\$ 3,000	\$ -	\$ 3,000
FICA Expense	\$ 918	\$ 230	\$ -	\$ 230
Engineering Fees	\$ 12,000	\$ 3,000	\$ 165	\$ 2,835
Attorney	\$ 25,000	\$ 6,250	\$ 2,602	\$ 3,648
Arbitrage	\$ 450	\$ -	\$ -	\$ -
Dissemination	\$ 3,500	\$ 875	\$ 875	\$ (0)
Annual Audit	\$ 3,600	\$ -	\$ -	\$ -
Trustee Fees	\$ 5,000	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,250	\$ 5,250	\$ 5,250	\$ -
Management Fees	\$ 36,750	\$ 9,188	\$ 9,188	\$ -
Information Technology	\$ 1,800	\$ 450	\$ 450	\$ -
Website Maintenance	\$ 1,200	\$ 300	\$ 300	\$ -
Telephone	\$ 75	\$ 19	\$ -	\$ 19
Postage	\$ 500	\$ 125	\$ 57	\$ 68
Insurance	\$ 5,915	\$ 5,915	\$ 5,590	\$ 325
Printing & Binding	\$ 500	\$ 125	\$ 60	\$ 65
Legal Advertising	\$ 2,835	\$ 709	\$ 685	\$ 24
Other Current Charges	\$ 600	\$ 150	\$ 8	\$ 142
Office Supplies	\$ 150	\$ 38	\$ 0	\$ 37
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total Administrative:</b>	<b>\$ 118,218</b>	<b>\$ 35,797</b>	<b>\$ 25,404</b>	<b>\$ 10,393</b>
<b>Operations &amp; Maintenance</b>				
Field Operations	\$ 7,875	\$ 1,969	\$ 1,969	\$ -
Property Insurance	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
Electric	\$ 3,500	\$ 875	\$ -	\$ 875
Water & Sewer	\$ 20,000	\$ 5,000	\$ -	\$ 5,000
Landscape Maintenance	\$ 134,304	\$ 33,576	\$ 24,198	\$ 9,378
Landscape Contingency	\$ 2,500	\$ 625	\$ -	\$ 625
Irrigation Repairs	\$ 2,500	\$ 625	\$ -	\$ 625
Lake Maintenance	\$ 8,220	\$ 2,055	\$ 2,055	\$ -
Pressure Washing	\$ 5,000	\$ 1,250	\$ -	\$ 1,250
Repairs & Maintenance	\$ 3,520	\$ 880	\$ -	\$ 880
Contingency	\$ 2,500	\$ 625	\$ -	\$ 625
<b>Total Operations &amp; Maintenance:</b>	<b>\$ 194,919</b>	<b>\$ 52,480</b>	<b>\$ 28,222</b>	<b>\$ 24,258</b>
<b>Total Expenditures</b>	<b>\$ 313,137</b>	<b>\$ 88,277</b>	<b>\$ 53,626</b>	<b>\$ 34,651</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ -</b>		<b>\$ 214,425</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 104,185</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 318,610</b>	

# Storey Drive

## Community Development District

### Debt Service Fund - Series 2022

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

#### For The Period Ending December 31, 2023

	Adopted Budget	Prorated Budget Thru 12/31/23	Actual Thru 12/31/23	Variance
<b>Revenues:</b>				
Special Assessments	\$ 536,213	\$ 459,006	\$ 459,006	\$ -
Interest	\$ 12,000	\$ 3,000	\$ 5,470	\$ 2,470
<b>Total Revenues</b>	<b>\$ 548,213</b>	<b>\$ 462,006</b>	<b>\$ 464,476</b>	<b>\$ 2,470</b>
<b>Expenditures:</b>				
<b>Series 2022</b>				
Interest - 12/15	\$ 166,581	\$ 166,581	\$ 166,581	\$ -
Principal - 06/15	\$ 205,000	\$ -	\$ -	\$ -
Interest - 06/15	\$ 166,581	\$ -	\$ -	\$ -
<b>Total Expenditures</b>	<b>\$ 538,163</b>	<b>\$ 166,581</b>	<b>\$ 166,581</b>	<b>\$ -</b>
<b>Other Sources/(Uses)</b>				
Transfer In/(Out)	\$ (4,980)	\$ (1,245)	\$ (3,212)	\$ 1,967
<b>Total Other Financing Sources (Uses)</b>	<b>\$ (4,980)</b>	<b>\$ (1,245)</b>	<b>\$ (3,212)</b>	<b>\$ 1,967</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ 5,071</b>		<b>\$ 294,683</b>	
<b>Fund Balance - Beginning</b>	<b>\$ 200,763</b>		<b>\$ 455,920</b>	
<b>Fund Balance - Ending</b>	<b>\$ 205,834</b>		<b>\$ 750,602</b>	

# Storey Drive

## Community Development District Capital Projects Fund - Series 2022

### Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending December 31, 2023

	Adopted		Prorated Budget		Actual		Variance
	Budget		Thru 12/31/23		Thru 12/31/23		
<b>Revenues:</b>							
Interest	\$	-	\$	-	\$	273	\$ 273
<b>Total Revenues</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>273</b>	<b>\$ 273</b>
<b>Expenditures:</b>							
Capital Outlay	\$	-	\$	-	\$	-	\$ -
<b>Total Expenditures</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$ -</b>
<b>Other Sources/(Uses)</b>							
Transfer In/(Out)	\$	-	\$	-	\$	3,212	\$ (3,212)
<b>Total Other Financing Sources (Uses)</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>3,212</b>	<b>\$ (3,212)</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>3,486</b>	<b>\$ 3,486</b>
<b>Fund Balance - Beginning</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>20,860</b>	<b>\$ 20,860</b>
<b>Fund Balance - Ending</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>24,346</b>	<b>\$ 24,346</b>



**Storey Drive**  
**Community Development District**  
**Month to Month**

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
<b>Revenues:</b>													
Assessments	\$ -	\$ -	\$ 268,051	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 268,051
Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 268,051</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 268,051</b>
<b>Expenditures:</b>													
<b><u>Administrative:</u></b>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FICA Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering Fees	\$ 165	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 165
Attorney	\$ 1,326	\$ -	\$ 1,276	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,602
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ 292	\$ 292	\$ 292	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 875
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,250
Management Fees	\$ 3,063	\$ 3,063	\$ 3,063	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,188
Information Technology	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 5	\$ 49	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57
Insurance	\$ 5,590	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,590
Printing & Binding	\$ 31	\$ 22	\$ 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60
Legal Advertising	\$ 685	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 685
Other Current Charges	\$ -	\$ -	\$ 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8
Office Supplies	\$ 0	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
<b>Total Administrative:</b>	<b>\$ 16,831</b>	<b>\$ 3,675</b>	<b>\$ 4,898</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 25,404</b>
<b><u>Operations &amp; Maintenance</u></b>													
Field Operations	\$ 656	\$ 656	\$ 656	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,969
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Maintenance	\$ 8,066	\$ 8,066	\$ 8,066	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,198
Landscape Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lake Maintenance	\$ 685	\$ 685	\$ 685	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,055
Pressure Washing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Operations &amp; Maintenance:</b>	<b>\$ 9,407</b>	<b>\$ 9,407</b>	<b>\$ 9,407</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 28,222</b>
<b>Total Expenditures</b>	<b>\$ 26,238</b>	<b>\$ 13,083</b>	<b>\$ 14,305</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 53,626</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (26,238)</b>	<b>\$ (13,083)</b>	<b>\$ 253,746</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 214,425</b>

## Storey Drive

### Community Development District

#### Developer Contributions/Due from Developer

Funding Request #	Prepared Date	Payment Received Date	Check Amount	Total Funding Request	General Fund Portion (22)*	General Fund Portion (23)	Due from Capital	Over and (short) Balance Due
12	8/26/22	9/7/22	\$ 5,375.00	\$ 5,375.00	\$ -	\$ 5,375.00	\$ -	\$ -
13	9/14/22	10/20/22	\$ 10,022.09	\$ 10,022.09	\$ 5,022.09	\$ 5,000.00	\$ -	\$ -
1	10/27/22	11/15/22	\$ 7,962.19	\$ 7,962.19	\$ 3,509.00	\$ 4,453.19	\$ -	\$ -
2	9/1/23	1/26/24	\$ 40,450.06	\$ 40,450.06	\$ -	\$ 40,450.06	\$ -	\$ -
3	10/28/23			\$ 14,295.99	\$ -	\$ 14,295.99	\$ -	\$ 14,295.99
<b>Due from Developer</b>			<b>\$ 63,809.34</b>	<b>\$ 78,105.33</b>	<b>\$ 8,531.09</b>	<b>\$ 69,574.24</b>	<b>\$ -</b>	<b>\$ 14,295.99</b>
<b>Total Developer Contributions FY23</b>				<b><u>\$ 69,574.24</u></b>				

\*Total amount in FY22 column does not reflect amounts from FY22 FR# 1-11.

**Storey Drive**  
**Community Development District**  
**Long Term Debt Report**

<b>SERIES 2022, SPECIAL ASSESSMENT BONDS</b>		
INTEREST RATES:	2.550%, 3.000%, 3.250%, 4.000%	
MATURITY DATE:	6/15/2052	
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$268,106	
RESERVE FUND BALANCE	\$268,106	
BONDS OUTSTANDING - 1/27/22		\$9,710,000
LESS: PRINCIPAL PAYMENT - 06/15/23		(\$200,000)
<b>CURRENT BONDS OUTSTANDING</b>		<b>\$9,510,000</b>

# Storey Drive

## COMMUNITY DEVELOPMENT DISTRICT

### Special Assessment Receipts

Fiscal Year 2024

Gross Assessments	\$	333,124.78	\$	570,436.58	\$	903,561.36
Net Assessments	\$	313,137.29	\$	536,210.39	\$	849,347.68

#### ON ROLL ASSESSMENTS

36.87%	63.13%	100.00%
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Date	Distribution	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	O&M Portion	2022 Debt Service Asmt	Total
12/19/23	6	\$756,901.59	\$110.04	\$30,276.14	\$541.88	\$727,057.29	\$268,051.30	\$459,005.99	\$727,057.29
01/10/24	7	\$144,328.56	\$0.00	\$5,773.14	\$0.00	\$138,555.42	\$51,082.58	\$87,472.84	\$138,555.42
						\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>		<b>\$ 901,230.15</b>	<b>\$ 110.04</b>	<b>\$ 36,049.28</b>	<b>\$ 541.88</b>	<b>\$ 865,612.71</b>	<b>\$ 319,133.88</b>	<b>\$ 546,478.83</b>	<b>\$ 865,612.71</b>

<b>101.92%</b>	<b>Net Percent Collected</b>
<b>\$ (16,265.03)</b>	<b>Balance Remaining to Collect</b>

**Storey Drive**  
**COMMUNITY DEVELOPMENT DISTRICT**

**Special Assessment Bonds, Series 2022**

Date	Requisition #	Contractor	Description	Requisition
<b>Fiscal Year 2024</b>				
10/31/23	9	Poulos & Bennett, LLC	Invoice #19-060(80) - Utility ownership coordination.	\$ 82.50
11/7/23	10	Poulos & Bennett, LLC	Invoice #19-060(82) - Revision of District requisition costs.	\$ 742.50
<b>TOTAL</b>				<b>\$ 825.00</b>
<b>Fiscal Year 2024</b>				
10/2/23		Interest		\$ 88.10
10/3/23		Transfer from Reserve		\$ 1,055.17
11/1/23		Interest		\$ 92.87
11/2/23		Transfer from Reserve		\$ 1,094.30
12/1/23		Interest		\$ 92.37
12/4/23		Transfer from Reserve		\$ 1,062.85
<b>TOTAL</b>				<b>\$ 3,485.66</b>
<b>Project (Construction) Fund at 09/30/23</b>				<b>\$ 21,685.48</b>
<b>Interest Earned/Transferred Funds thru 12/31/23</b>				<b>\$ 3,485.66</b>
<b>Requisitions Paid thru 12/31/23</b>				<b>\$ (825.00)</b>
<b>Remaining Project (Construction) Fund</b>				<b>\$ 24,346.14</b>