

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

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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.

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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.

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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

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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.

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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

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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.

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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?

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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.

DocuSigned by:
George Flint
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Secretary/Assistant Secretary

DocuSigned by:
Adam Morgan
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Chairman/Vice Chairman