

MINUTES OF MEETING
STOREY PARK
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Storey Park Community Development District was held on Tuesday, July 7, 2026 at 4:00 p.m. at the Offices of GMS-CF, 219 E. Livingston Street, Orlando, Florida.

Present and constituting a quorum were:

Willem Boermans (<i>via phone</i>)	Chairman
Matthew Antolovich	Vice Chairman
Travis Smith	Assistant Secretary
Ricardo Garcia (<i>via phone</i>)	Assistant Secretary
David Grimm	Assistant Secretary

Also present were:

Jason Showe	District Manager
Robert Petillo	District Counsel
Cameron Roberts (<i>via phone</i>)	District Engineer
Alan Scheerer	Field Manager
Chris Arnold	OmegaScapes

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe called the meeting to order and called the roll. A quorum was present.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Showe: We'll go to the public comment period. We only have members of the Board and staff present.

THIRD ORDER OF BUSINESS

Approval of Minutes of the June 2, 2026 Meeting

Mr. Showe: The next item is approval of minutes of the June 2, 2026 meeting. Those minutes were included with your agenda. We can take any corrections or changes at this time, or we can take a motion to approve.

Mr. Grimm: There's quite a bit of discussion where the names are wrong.

Mr. Showe: Okay.

Mr. Grimm: It's probably too much to go through, because I don't even remember all of them, but some of them are my name. I think some are your name, but it's me talking.

Mr. Garcia: Yeah.

Mr. Grimm: It was all discombobulated.

Mr. Grimm: It was mostly when we were talking about the turf. The grass.

Mr. Showe: Okay, we'll double check that section. You can approve it subject to those changes.

On MOTION by Mr. Antolovich seconded by Mr. Grimm with all in favor the Minutes of the June 2, 2026 Meeting were, approved as amended.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2026-05 Declaring Vacancies in Certain Seats

Mr. Showe: Our next item is Resolution 2026-05, declaring vacancies in certain seats, which are Seats 4 and 5. Seat 4 is currently held by Mr. Garcia and Seat 5 is held by Mr. Boermans. I will note that we had three seats that were up for General Election this year. Mr. Grimm qualified for his seat. What this resolution does, is it allows those existing Board Members to continue in those seats, until such time as either they are re-appointed or someone is re-appointed into those seats, for the term that will end in 2030. So, we can take any questions from the Board at this point.

Mr. Antolovich: Do we know if both Supervisors still want to retain their seats?

Mr. Showe: We haven't had any conversations yet. This is in advance. Their terms still go through to November.

Mr. Antolovich: Understood.

Mr. Showe: So, this is just kind of knocking out that procedural process now.

Mr. Grimm: Since one of them is on the phone, should we ask?

Mr. Showe: Yeah. Mr. Garcia, do you intend to continue on the Board?

Mr. Garcia: I think so, yes. If the Board needs me, I'm happy to continue to serve. But if there's a member that is more passionate, that comes along, I'm happy to give up my seat for them.

Mr. Showe: So, what will happen essentially, is these seats will vacate on November 17th. Then after that, again, you can re-appoint those individuals to those seats, we just have to have an appointment, but in the interim, they will continue to serve in those seats.

Mr. Grimm: Is that something that we advertise now at this point, since they haven't qualified and technically they are vacating their seats in November?

Mr. Showe: You can. Typically, most of our Boards wouldn't advertise this early. Maybe if they're not interested in serving anymore, they would advertise it. Most of the time, when this happens, if the folks are interested, our Boards just kind of re-appoint the same folks.

Mr. Grimm: Let it ride?

Mr. Showe: Yeah. But again, we can do it however the Board would like.

Mr. Grimm: I didn't have to spend my \$25, is all you're saying?

Mr. Showe: I mean, you're guaranteed now.

Mr. Scheerer: You're locked in, man.

Mr. Grimm: I wouldn't have done that otherwise.

Mr. Showe: Yeah. I've seen it go both ways, frankly. We've seen it where folks have not qualified and then folks you might not really want on the Board qualify at the same time. So, it's always better to qualify, we think. Is there a motion to approve that resolution?

On MOTION by Mr. Antolovich seconded by Mr. Grimm with all in favor Resolution 2026-05 Declaring Vacancies in Seats 4 and 5 was approved.

Mr. Showe: We'll just keep that on our radar as we get closer to that November meeting.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Showe: With that, we'll move on to the Attorney's Report.

Mr. Petillo: I have nothing today, but please let us know if you have any questions. Thank you.

Mr. Smith: I think the one question that I have, I will save until we get to the grass discussion.

Mr. Showe: Perfect.

B. Engineer

i. Presentation of Annual Engineer's Report

Mr. Showe: With that, we will turn it over to Cameron. We have a couple of items from the Engineer on the agenda, if you want to go through those, Cameron.

Mr. Roberts: Sure. We submitted quite a few since the last meeting. First is the presentation of the Annual Engineer's Report. Are there any there any comments or questions or concerns on that?

Mr. Smith: I looked through it and noted a lot of different improvements. Well, not improvements, but maintenance items. Do we take those now or discuss it during the budget?

Mr. Scheerer: Well, what we typically do with these, because you have already set your assessment level, is annually when we get the reports, we do everything that we can within the confines of the current budget. Then for the next fiscal year, we're already in the process of getting pricing for some of the work. Some of the cosmetic cracks and stuff like that, we don't typically replace those, but anything that's major, we go out and get pricing for. We will add that to your capital budget for the following year.

Mr. Showe: Correct.

Mr. Scheerer: That's the way we've always handled it, just because it's unknown. We don't know how much. We've known about the asphalt path. We've known about that concrete weir. The one that's on Page 50, we talked about it. That's about a \$22,000 fix. That is what we got estimates on for that one. So, we just use this as a guideline to start doing the maintenance with the current budget and then budgeting for the following year, to make sure that we have the appropriate capital funds. Any immediate safety issues, we'll deal with immediately.

Mr. Grimm: Is that the Phase K weir? The one that's broken?

Mr. Scheerer: Yeah, it's on there.

ii. Discussion of Pond K-1 Wetland Trail Overflow

Mr. Grimm: Not so much related to report, but more so the email that was about the drainage in Phase K, we've talked about multiple times.

Mr. Roberts: With the wetland trail?

Mr. Grimm: That's right.

Mr. Roberts: And Pond K1? Is that what you're referencing?

Mr. Showe: Yes.

Mr. Grimm: From June 26th?

Mr. Roberts: Yes. We sent the email providing three potential solutions.

Mr. Grimm: Are you saying that it's functioning as designed or is that someone else?

Mr. Roberts: It's been reviewed by the Engineer of record who designed Parcel K. We still believe that it is functioning as designed. Unfortunately for the residents, there is no requirement for specifying trails to be above design storm events and not being able to be flooded in the odd scenario. We acknowledge that it's unfavorable, but that was just with the existing conditions and the power easement next to us. That was the favorable decision at that time.

Mr. Grimm: So, can you confirm that that's your opinion or the opinion of the developer?

Mr. Roberts: That is our opinion, as the Engineer to the CDD.

Mr. Grimm: I assume that it's basically just poor design, but as designed. That's why I'm puzzled how a poor design is how it should be designed. I'm just apologizing for my ignorance, but in the development of Phase K, are Cameron and Pape-Dawson, the Engineers that were overseeing that or was someone else overseeing that?

Mr. Roberts: It was us. Yes.

Mr. Grimm: So again, I don't understand how a design could be designed and now the same person that designed it, is saying that it's functioning as designed, but not in a way that's good for the residents. It makes me scratch my head.

Mr. Smith: I guess maybe I just want to make sure that I clarify. My understanding was that it met the minimum requirements, but those minimum requirements aren't favorable to us. Again, I'm not saying it's acceptable, but...

Mr. Grimm: It's absolutely unacceptable. We're sitting here paying a company to be our Engineers and they're telling us that the design that they approved and engineered, whether it's working as they designed it, is not a good design. So, then we're turning around and being thrown three options, all of which are going to cost the CDD money. It's just mind boggling to me. Maybe I'm just ignorant about how this works, but it just doesn't make sense, period.

Mr. Antolovich: I mean, I kind of agree.

Mr. Showe: Yeah.

Mr. Antolovich: No offense Cameron, but when it also comes down to the people that we had design it, they made a poor design. Why are we not asking a different Engineering company

for their opinion? Because of course the original designers are going to say that it was designed as intended, unless again, as he said, pardon my ignorance, it just seemed contradictory.

Mr. Roberts: Obviously guys, I don't need to tell you this, but you are free to explore any options. If you would like to speak to management here, we can arrange for them to attend the next meeting. But this has been passed across my superiors and we've looked at it pretty intensely.

Mr. Antolovich: I get it. Like I said, I'm not trying to like throw this all on you. It just seems weird. Why was it designed to be something that was going to flood? It just seems like that was a bad design originally and then the follow up question to that, is if that was the intention for it to be designed in such a way that it didn't drain, who was the one to make that call? Because then who gets seated with the burden of that call? Because we're in a position where you have to go in and fix it.

Mr. Roberts: Yeah, as we said before, I guess this it is a little difficult. In part of the original design, we're contracted by the developer, obviously and now we're contracted by the CDD. So, I understand your perspective. At the time, the developer would have a different thought process than what the residents of the CDD would.

Mr. Antolovich: Yeah, if the requirements of it were provided by the developer and you're contracted out to do it, then the decision rested with the developer. Right? But if the CDD was doing it or a mix of both, then that decision lied with whoever instructed it to be designed that way, I guess.

Mr. Roberts: Sure.

Mr. Antolovich: All of these sound kind of expensive and I just want to make sure, along with Mr. Grimm, to make sure that we're not wastefully spending residents money on something that is due to someone doing it poorly previously or incorrectly.

Mr. Grimm: Well, I'm of the opinion that there are multiple people in this room who are *"working for us"* as the CDD and the residents of Storey Park CDD and I don't hear any of them ever actually going to bat for us. So that's my concern. It kind of piggybacks off of the last meeting that we had when it came to the root rot that we were talking about and trying to figure out a resolution to that. Camcron, obviously we're not going to resolve this right now. You're following instructions from your management. It just doesn't make sense that something that is functioning as designed, doesn't actually function in a productive way. I guess when you're done

with your section, we'll maybe talk to Counsel at the end of the meeting, to see what options we have.

Mr. Petillo: Absolutely.

Mr. Grimm: So, if you want to continue with your report.

Mr. Antolovich: Lastly, I would say that these are our three options. Knowing how much the options cost, are also helpful. They go in parallel.

Mr. Roberts: I'd like to not put together a random number off of the top of my head. Can I get back to you on that, please?

Mr. Antolovich: Yeah, yeah, yeah. I'm not asking that right now.

Mr. Grimm: I mean there's nothing that we can do right now anyways, because of the current weather pattern.

Mr. Showe: Yeah.

Mr. Antolovich: None of these would be executed, I'm assuming no matter who the determining responsible party would be. But it would be nice, especially, if you know if it was something that we could fix for \$5,000 versus \$500,000. That also changes things.

Mr. Boermans joined the meeting.

Mr. Boermans: This is Willem.

Mr. Showe: Gotcha.

Mr. Grimm: You're missing the good parts, Willem.

Mr. Boermans: It's so busy. I'm in Detroit.

Mr. Scheerer: Sorry to hear that.

Mr. Grimm: It's just me stirring the pot, that's all.

Mr. Roberts: Let me get back to you guys on a rough cost of Options 1, 2 and 3. Obviously Options 1 and 2 are the most cost efficient, but the whole point is that it doesn't provide certainty that the wetland will not go over the trail again. But it could reduce the amount of times it does or the seasonal period that it does. Option 3, is for a boardwalk over the trail. Obviously we can't guarantee that the boardwalk would be usable throughout the year, but that's definitely the most expensive option.

Mr. Antolovich: Thank you, Cameron.

iii. Discussion of Pond K-1 Weir Repair

Mr. Showe: If you want to go through the weir too, Cameron.

Mr. Roberts: We looked at the weir and provided some input. We believe it's still in inoperable condition. It's still functioning as designed. I'm using that wording again. There are some further signs of degradation from when we saw pictures almost a year ago now. So, it is getting worse. But in general, it works today. The longer you wait to fix it, the worse it's going to be. But it's the toss up of how much capital there is and how bad it might be in the future. But it wasn't washing out like the last one.

Mr. Antolovich: Yeah. Can we wait to just kind of keep an eye on it? Is that the difference between spending a little bit now and 10 times as much later or is it just something we just keep an eye on?

Mr. Roberts: I think for now, we just keep an eye on it.

Mr. Antolovich: Okay.

Mr. Smith: But what's the number? Because I remember the last one was \$160,000 or \$170,000. So, what would the repair of this be today?

Mr. Roberts: Well, I assume it would be pretty similar. The extent of the damage isn't as bad. Again, this is off the top of my head, so grain of salt, please. I believe it's about 20% to 30% off, but it's the exact same scope of work.

Mr. Antolovich: Yeah, but if we can let it go, if it still works for a while, that extends the life of it when we replace it later. I think we should probably just keep an eye on it.

Mr. Showe: Well, again, as part of his Annual Report, he's going to look at it every year anyway. So, I think that will give us a good indication of it, if the Board is inclined to just kind of keep an eye on it.

Mr. Smith: But I see in the report, again, I want to make sure it's tied to that one. The recommendation to add the \$150,000 and \$40,000 respective, is that built up in the capital reserves? I was looking at the Engineers Inspection Report.

Mr. Roberts: It's recommended to allot this amount towards just this repair for next year, if that makes sense. It's not saying that we recommend necessarily to fix it now, but it is likely to be needed to be fixed in the future, because it is showing signs that it's getting worse.

Mr. Antolovich: So, we are collecting the money, potentially to repair it next year, so we have the money to repair it when it does come up.

Mr. Showe: Yeah.

Mr. Roberts: Basically.

Mr. Smith: But could we add \$500. I forgot the amount. I would have to look at the budget. Is it just basically allocating those capital funds potentially for that and keeping that or do we need to add anything and build up that reserve?

Mr. Showe: Well, at this point you're not going to raise your assessments for next year. Right now, your ending fund balance as of May 31st is \$420,000 in your capital. So again, there are sufficient funds for just, if those funds were needed.

Mr. Smith: Then just on that report, because I was looking through the list of items, there were a lot of side rock cracks and all of that. I assume those are part of that regular maintenance that we need to do.

Mr. Showe: Yeah. Most of those we address out of your operating funds. We're not tapping your capital for those types of things. The minor repairs we handle out of your operating funds. The capital is kind of more for the bigger projects like you're seen with the weir.

Mr. Smith: Going back and looking at last year's, there was a long list of items. So, I don't know if these are built in over time or these just are now emerging, just because of the age of the community.

Mr. Scheerer: Yeah, I mean I know that the last report we went through, the biggest item on that report was truncated domes and some of those handicap transitions. There were also some sidewalks and curbs and we fixed all of those. Then the Engineer came through and replaced the loose ADA mat. That's just ongoing maintenance that we see when we're in the field. Like I said, any of the faded parking striping, is something that didn't get addressed, because we did stop bars and pedestrian crosswalks, as opposed to trying to address the parallel parking in the community. Because that would have been a massive undertaking to try to get people to move all of their vehicles. That would have been coordinated with the HOA. But the cracked sidewalks and chipped corners and things like that, we'll deal with out of the General Fund. It has already been sent off for pricing to two vendors.

Mr. Showe: Yeah, I think the two large ones he's indicating are deficiency Number 4, which is Theme Alley and then obviously the weir.

Mr. Scheerer: Didn't we give him permission to investigate the Theme Alley one?

Mr. Showe: Correct.

Mr. Scheerer: So, we're still waiting on why that is sunk. That's a bigger problem, I think, because the manhole is right there.

Mr. Roberts: We received the survey and we're assessing options of how to fix it. It's proving to be a little bit more difficult. But I'm hoping to send it up by the end of the week. That's my report.

C. District Manager's Report

i. Approval of Check Register

Mr. Showe: Then we can proceed to the Check Register. In your General Fund, we have Checks #1689 through #1706, in the amount of \$99,536.50. We also have June payroll, for a total of \$100,355.38.

Mr. Smith: I just have one question.

Mr. Showe: Absolutely.

Mr. Showe: What did the parking map cover? It's on the last page before the total. It was on June 8th.

Mr. Showe: That was when they were re-doing the parking maps for us.

Mr. Smith: Okay.

Mr. Showe: We have finalized those maps and sent them over to the HOA. They have all of the updated information and the rules.

Mr. Grimm: So, it was \$620 to create the original parking map and then an additional \$581 to make the changes?

Mr. Showe: The changes that we made at the hearing. That was for them to go back and evaluate the curbs and the other areas.

Mr. Grimm: I guess we'll take their word on it. I would just think that the original map would be much more expensive.

Mr. Showe: Well, I think they had one prior, so the original one probably wasn't as long to create, since they had one prior from the first set of rules that we had, in looking at it. However, we did go back and forth a couple times on the second set.

Mr. Grimm: Internal coordination meeting. What would that be?

Mr. Showe: Do you know what that one was, Cameron?

Mr. Roberts: It was likely a meeting with one of my managers to discuss the maps. I am personally not privy to invoicing. So again, if you guys have any comments or questions on it, please let me know and I can work with the appropriate personnel.

Mr. Showe: I'll send that request out.

Mr. Antolovich: What fence rails did you replace?

Mr. Scheerer: The split rail fences along Dowden Road that were damaged. It seems kids are out of school and they like jumping on the fence. Then there was a concrete section that has the cast iron shut off valve for the city in the middle of it, that was raised. Somebody tripped over it, so, we demoed it, reported and reset them. That's what that sidewalk repair was for.

Mr. Grimm: Is the security on there?

Mr. Antolovich: Yeah, we pay for a certain amount.

Mr. Scheerer: For enhanced traffic enforcement.

Mr. Antolovich: CDD officer patrol on Sundays and the HOA provides the off-duty patrol on other days.

Mr. Showe: Yeah, I think we do three days and they do four or it is somewhere around that. Yeah, we coordinated that with Brandon to pick up days that they wanted. Are there any other questions or we can take a motion to approve?

On MOTION by Mr. Grimm seconded by Mr. Smith with all in favor the May 26, 2026 through June 20, 2024 Check Register in the amount of \$100,355.38, was approved.

ii. Balance Sheet and Income Statement

Mr. Showe: Behind that, is your Balance Sheet and Income Statement. No action is required by the Board. We are performing a little better than budget to actuals, so we're in good shape there and you're at 99% collected on your assessments. So again, we'll keep an eye on all that. At the end of the year, we typically move any of those excesses to your capital reserve, so those will get added to those balances as well.

D. Field Manager's Report

i. Consideration of Proposal for Hammock Park Bahia Sod Installation

ii. Discussion of Turf Disease Assessment Report

Mr. Showe: With that we'll turn it over to Alan for an update on the turf.

Mr. Scheerer: The elephant in the room. Well, probably before we get to the proposal, we should discuss the additional report that was provided by our landscape provider. Again, I know that Travis had some questions.

Mr. Smith: It is not necessarily a report.

Mr. Scheerer: Well, it's a letter basically. It's the same letter that I see from our other consultants that we use and other landscapers, stating that there is no cure. There's no preventable method for keeping Take All Root Rot from happening. So, they just provided this again, for reference. I know, Travis had a question for the attorney, because there was a question regarding whether there is some liability on behalf of our current provider and/or with TruGreen the fertilizer and pest company. Mr. Chris Arnold, the Branch Manager is here.

Mr. Grimm: Can I speak first, real quick? I just looked up the individual that was from Florida's Eden Inc., which is a landscape company. It didn't mention that it was commercial. I don't know how big they are.

Mr. Scheerer: I think the last report was from the University of Florida.

Mr. Grimm: Well, it's from Mr. Nico Hernandez.

Mr. Scheerer: Yeah, this one did, but what about the one before that?

Mr. Grimm: It is from this document.

Mr. Scheerer: Oh, gotcha.

Mr. Grimm: So, the letter was from Mr. Nico Hernandez, the President and CEO of Florida's Eden Inc., which is a landscape company. He does have some affiliation with the University of Florida, as an advisor and sits on the Orange County Agricultural Board of Directors since 2019. So, I want to go back to what you mentioned, which was there is no prevention of root rot or detection, I should say. Prevention and detection. Root rot is usually caused by fungus-like organisms that thrive in wet, poorly drained soil. Once roots begin to rot, they often can't recover, so prevention is the best strategy. Here are the most effective ways to prevent root rot. Avoid over watering. Plant in well-draining soil or use containers with drainage holes. Don't let plants sit in standing water. Water based on the plants, is specific to plants. Then I bring up grass. In St. Augustine grass, root rot cannot be prevented 100% of the time, but most cases can be avoided with good lawn care. The biggest causes of root rot in St. Augustine grass, are over watering or frequent irrigation, poor soil drainage, heavy rainfall or standing water, soil borne pathogens, especially during hot humid weather and excessive thatch, which traps moisture. To reduce the risk, St. Augustine typically needs about 1 inch of water per week, including rainfall. To improve drainage, mow at the proper height, which is 3.5 to 4 inches. Taller grass develops deeper, healthier roots. Avoid excessive nitrogen fertilizer, especially during periods of disease pressure. Reduce soil compaction. Treat cinch bugs and grubs if they're

present, since damaged turf is more vulnerable to disease. If your lawn already has patches of yellowing, thinning or areas that pull up, it may already have root rot. So, this area I would imagine has been there since early on in the community, since it's on the original side.

Mr. Smith: I'm on that side by it. So, it's like either 2021 or 2022.

Mr. Grimm: Yeah. I asked them about their sources of this information? It directly quotes the University of Florida IFAS Extension Office. So, all the information that I just shared with you, contradicts the statements of saying it's not preventable, it's not detectable, there's no way to minimize it. There are some causes when it comes to nitrogen fertilization.

Mr. Scheerer: Over watering.

Mr. Grimm: Over watering.

Mr. Scheerer: Poor soil conditions. We get all of that.

Mr. Grimm: So, I just wanted to share that.

Mr. Scheerer: Yeah.

Mr. Grimm: The information comes directly from the IFAS Extension Office.

Mr. Scheerer: Well, I'm not a Horticulturist. I'm just going by the information that I have and I'll stand by what I said. Like I said, most of these that we've dealt with, we have been told that there is no way that we could have prevented it. I know that we're not over watering. I know that rainfall has a big impact. I know that the park doesn't drain very well. It's being mowed properly, in my opinion. I'm sure your landscaper will tell you the same thing. I think our minimum maximum watering time is two days a week, which I believe we're in compliance with. That's all I have to say about that. In my opinion, it's just something that we have to deal with right now. Chris is here to answer any of your questions as the representative for OmegaScapes.

Mr. Grimm: I don't have any questions for Chris. It was mostly from Counsel that we asked to find out.

Mr. Petillo: With Board direction we can look into it further. We defer to him. We're not grass experts. We talked about this a couple weeks ago and from what I gathered, it didn't seem like this was something that we could predict or really have any valid sort of recourse against.

Mr. Grimm: There's documentation that says otherwise.

Mr. Petillo: Again, if you guys want to send us direction, please forward me that or any other information. I've worked with him.

Mr. Grimm: I'm not saying Alan is wrong, because he's been told this is what happened and this is his experience, but has there ever been a CDD Board or HOA Board or whoever, who said, *"Well, we're paying for services. Why hasn't this been prevented?"* If that is the case, what did they do? Did they throw their hands up and say, *"Oh, we're going to take this opportunity?"*

Mr. Scheerer: Chris, when this came up, what were you guys doing? Why don't you answer that question?

Mr. Grimm: No, I wasn't talking about this situation. In your previous situation, you said, *"In all my experiences prior to this."*

Mr. Scheerer: Yeah, Jason and I both had an experience, which we talked about at the last meeting. I think there was a community in Pasco County called Dupree Lakes, where we had the same thing happen. Brightview was our landscaper, which was probably the biggest landscaper in the State at the time. They were doing all of our fertilization and pest control for us and we experienced the same problem. There was no recourse other than the Board replacing the grass. The Board asked the same questions, the same information was provided and the Board determined that their best course of action was to not let it fester, but to go ahead and get the grass replaced. That's what that Board did. That is in the Tampa area, not in the Central Florida area. But I don't know that there were any practices that were going on at the time. We may not have hit all of the so-called preventable measures, but drainage in those parks, are not the best drainage. We know that we're mowing at 3.5 to 4 inches for St. Augustine. We know that there's a nitrogen blackout period where you can't use nitrogen. I think we're in the middle of it right now.

Mr. Garcia: We can't do anything with it.

Mr. Scherer: We can't do anything with nitrogen. So that's mostly in the off-season when we're not getting all of the rain. The watering schedule as stated by the City of Orlando, is two days a week and that's what we've been dealing with.

Mr. Arnold: Just to give you guys a little insight, after I left here, I bid another property, which wasn't ours yet. I'm walking around the pond and I'm like, *"It looks very similar and here we are."* It has patches all through the pond. So, I asked another consultant that we're bidding the property for and he says, *"Yeah, that has all root rot in there. We tested it when we first took it over."* So, it depends on where it wants to rear its ugly head, but sometimes it pops up and it's all

over the place. But it's under the ground. It could be there for months and you won't know about it.

Mr. Scheerer: Yeah.

Mr. Arnold: That's why other diseases, like, other fungal diseases that you can notice, because they're topical, you can see them right away. It takes a while for that to start yellowing out and you think it needs more water. That's what I mentioned last time. It's very hard to detect this and there's nothing really that keeps it at bay. Shane, the Account Manager is not here today. He cut that irrigation down in that park and on Dowden Road and it seems to help a lot, but it doesn't help when we get all of this rain right now.

Mr. Grimm: You said that it's hard to detect.

Mr. Arnold: Yeah, it's hard to detect.

Mr. Grimm: That doesn't mean it can't be detected.

Mr. Arnold: Okay, listen, I'm going to be very clear about it. I can detect it when it's too late, when it already has it. It's yellow. So, when it comes up out of the surface, the grass is yellow. That's when I noticed something. That's when we went and got soil samples and then it came back saying that you guys had Take All Root Rot. So, we don't know. It could be living in there for months and all of a sudden now it rears its ugly head.

Mr. Grimm: Did TruGreen know?

Mr. Arnold: No. If the grass is healthy grass, you're just not testing it all the time, but when it starts having patches of that yellow blotchy stuff that's all over the place, that's when it's a concern and that's when we decided to test it. But it could stay underneath the ground for months and you won't know nothing, until the grass starts declining.

Mr. Smith: I guess for me, it goes back to Counsel in terms of the standard that we have in our contracts. Like as was said, they like different things in terms of watering of it. You probably have to specify the area in the contract.

Mr. Petillo: In the contract, there is general language. If something is being negligently watered or something was ignored or it's not up to our standards, obviously we don't want root rot. It is something that from our understanding and we defer to Alan on this, it's not predictable. You can't see it ahead of time. It's really hard to just make a claim against it. There's no recourse for something that's, I don't want to say an Act of God, but somewhere in that realm where it's

not necessarily something that we can account for. Again, please, if you want to forward me any literature, that's against what other people are saying, I'm more than happy to read it.

Mr. Grimm: The literature is here.

Mr. Petillo: Right.

Mr. Grimm: There are things in the literature that they submitted to us last month.

Mr. Petillo: Right and please forward that to me and I'll read it. We just defer to Alan, on that.

Mr. Scheerer: Well, I just gave you an opinion. I'm not a Horticulturalist.

Mr. Petillo: No.

Mr. Arnold: But neither are we, so we take his opinion.

Mr. Antolovich: I get that it's something that pops up and it's hard to know ahead of time without a soil test.

Mr. Arnold: You asked us to partner with you. Is there anything that we can do to help you guys out with this situation over there? Am I correct?

Mr. Grimm: I don't recall that.

Mr. Arnold: You guys don't recall that. I recall that. But it was on the agenda. So, you guys can go back to the notes.

Mr. Scheerer: No. I think the conversation was, there may be some liability on not only OmegaScapes, but on TruGreen as well, for perhaps not doing more to prevent this from happening.

Mr. Grimm: That was my only question. Is it in the contract?

Mr. Scheerer: I don't think there is anything in the contract that they are supposed to do it.

Mr. Grimm: Because the preventative fungicides for this are expensive and not normally done as a normal maintenance thing. But does our contract say that?

Mr. Scheerer: Take All Root Rot is not listed as one of the items?

Mr. Grimm: Yeah. When you had looked it up, you had said it's very generic terminology. There was no specific language at all.

Mr. Scheerer: I understand. Yes, sir, that's correct. It's general scope language and it's been that scope for Storey Park for however long Storey Park has been under construction. Nothing has really changed with the approach.

Mr. Grimm: You probably hear this in a lot of other communities.

Mr. Scheerer: Yes sir.

Mr. Grimm: So, you can't specify with Storey Park.

Mr. Scheerer: We can't specify Take All Root Rot. We can specify chinch bugs and fungus.

Mr. Grimm: There is no specific language, is what you said, based upon how you read the contract.

Mr. Scheerer: That's correct.

Mr. Grimm: So, if they're saying there's no specificity, then there is no specificity period, for anything, because if there is none in the contract, the way you read it, you can't say there's specificity for chinch bugs and other things. There is none.

Mr. Scheerer: I shouldn't say specificity is a bad choice, if you want to go word to word. I'm just saying there are general terms.

Mr. Grimm: Not on paper.

Mr. Scheerer: Okay.

Mr. Petrillo: There are general provisions that covers everything. It is a blanket statement. So, chinch bugs, is something that's predictable. If there is any negligence or anything, we're saying, *"Well, we wanted this, this is what we're paying for and you neglected to give us the standard of service that we expect,"* then we look for a claim to see if anything was done negligently, like over watering, if nitrogen-based fertilizer was used, etc. We would look for all of these things and then we would say, *"Okay, there's a claim here, we'll look for recourse and go after that."* Here we're just failing to see anything specifically that we can go after.

Mr. Grimm: That is the point. There are no specifics.

Mr. Petrillo: Right.

Mr. Grimm: So, you can't say that there are no specifics. Because let's say that it was chinch bugs. Would you then agree that there are specifics for that?

Mr. Petrillo: I would have to gather the research and say, *"Well, if you can tell, maybe there are yellow spots on the grass."*

Mr. Grimm: Based upon Alan's experience.

Mr. Scheerer: Based on your contract, not Alan, but the contract.

Mr. Grimm: On the contract. I would say chinch bugs, hypothetically.

Mr. Petrillo: Written in the contract specifically.

Mr. Grimm: No. He said that it would be covered.

Mr. Petillo: Okay.

Mr. Grimm: Okay, but it's not written specifically. This has nothing to do with OmegaScapes.

Mr. Scheerer: I understand.

Mr. Grimm: I would say this to any other company. If there are no specifics, you can't say, "*Well it doesn't specifically cover this.*" Well then prove that it doesn't specifically cover it.

Mr. Scheerer: The only way to take care of that going forward, is to change the scope.

Mr. Grimm: No, now as it stands, there are no specifics. So how can you tell me it doesn't specifically cover Take All Root Rot?

Mr. Antolovich: Yeah, from my understanding, it's very broad. It just says, "*Preventatives will be applied.*"

Mr. Grimm: It doesn't say it doesn't cover it. So, you can't say that it doesn't cover it.

Mr. Scheerer: I see where you're going.

Mr. Grimm: Just like you can't say it covers chinch bugs, when it doesn't say, "*It covers chinch bugs.*"

Mr. Antolovich: It goes vice versa on all of them.

Mr. Grimm: That's the point. The assumption is it covers the maintenance of the grass period.

Mr. Antolovich: It is very loose.

Mr. Grimm: That would be what I expect. If I have a contract with no specificity to it, you're taking care of my grass. Right? So that's what I would assume at this point.

Mr. Petillo: We would look at just the general practices.

Mr. Grimm: The reason I'm animated...

Mr. Scheerer: I see where he's going.

Mr. Grimm: My back is killing me, so I'm a little bit in pain. I went to the ER on Friday and I'm trying to talk to a doctor right now. But anyways, when you get a \$50,000 quote to replace grass, again, what are you paying for if you're going to turn around and get a \$50,000 bill to replace something? Because I still haven't seen anything that says it can't be prevented.

Mr. Antolovich: Actually, to that point it says, "*The fungicide that could be used to prevent it, is expensive and generally not included as part of maintenance.*"

Mr. Grimm: So, there is prevention.

Mr. Antolovich: There is prevention.

Mr. Grimm: It's just not standard practice to use it, based upon the communication that was in that letter, because it's expensive. But if TruGreen wanted to go ahead and give it to us for free.

Mr. Scheerer: Well, they did an application.

Mr. Arnold: They did do an application.

Mr. Grimm: That's my point.

Mr. Arnold: They did give it to you.

Mr. Grimm: I agree. That's what Willem brought up. If they're willing to pay \$7,000 or however much it costs.

Mr. Arnold: Typically, all contracts, not just us, not just OmegaScapes and Yellowstone, they don't have that.

Mr. Grimm: I want them to start changing their language to be more specific.

Mr. Garcia: Well, the problem is that Boards or CDDs or HOAs are going to have to make sure that they have this language in their Request for Proposals (RFPs). That's a big to do, because you can't just go out and start putting all of this crazy chemical, just like OTC injections in all of your Palm trees. That doesn't mean it's going to cure that Palm tree.

Mr. Grimm: Well, no one would know to do this until you've experienced it. I've never heard of it prior to the last meeting. So of course, why would a CDD Board have this in their RFP? They've never heard of it before and the HOA had never heard of this before.

Mr. Arnold: Because it doesn't come up all the time.

Mr. Showe: Correct.

Mr. Showe: I've only had it one other time that Alan said in 19 years.

Mr. Scheerer: I've been at Reunion for 22 years and we've never had that problem. I've been with Narcoossee for 20 years, which is right up the street and never had that problem. Randall Park has never had that problem.

Mr. Grimm: I'm not saying that you guys aren't experienced.

Mr. Scheerer: We're not trying to give you bad information either.

Mr. Grimm: That's not what I'm saying at all.

Mr. Arnold: It makes our job harder now with all this too. It makes my job harder. I don't want to deal with this. It makes us look bad when the turf starts looking bad. Why would I want to deal with turf that's bad?

Mr. Grimm: Well, to be honest with you, I would start looking at TruGreen, because in my experience with TruGreen, they're not a good company for fertilization period.

Mr. Garcia: There are two different entities too, with the commercial versus their residential.

Mr. Grimm: I've never had good experience with their residential. If you look at the community right now and look at every yard that has TruGreen, it is horrible.

Mr. Arnold: Yeah. There are two different divisions.

Mr. Antolovich: So regardless, I get that this is a thing that is not normally covered and it has not happened very often and it kind of sucks that it hit us. I understand that. It's not something that's normally included in RFPs or even really thought about. I completely understand what everyone is saying when it comes down to it, but it comes down to, what this contract says. If the contract says that they will prevent everything, then this should have been prevented.

Mr. Grimm: That's not our problem. That's not our fault.

Mr. Antolovich: Even though I understand that that is the way that these contracts are normally done, but from a fiduciary responsibility, we have to look at what the contract says. Does it say this will be controlled or everything is going to be controlled or does it not? If it doesn't, then it's our responsibility. If it does, then it looks like it would be a breach of contract. Whatever the wording of the contract says. I'm not trying to place blame and I understand that. Yes, this is a rare thing and normally isn't something that needs to come up. It's kind of just a crappy situation all around, but the responsibility of the Board is just what the contract says. It will say who is responsible.

Mr. Petillo: If that is the direction of the Board, we can look at the contract. We can go find third party research. We can review anything you have. Give me any of your information. It still might end up the same way where we're saying there's no recourse here, but if you want us to, we can look further into it.

Mr. Antolovich: I'm not trying to be like, "*Can we find some loophole of this one community in this one place where it was whatever?*" It really comes down to the language of the contract.

Mr. Petillo: We can work to foster a relationship with OmegaScapes.

Mr. Antolovich: Yeah.

Mr. Petillo: And we can see what they're willing to do. We can go back and forth.

Mr. Antolovich: I also don't want to ruin a relationship with the OmegaScapes over this. Trust me; however, we still have to look at what this contract says.

Mr. Petillo: Right.

Mr. Antolovich: What will be taken care of or prevented and what won't. If it's specific, great. If it's very generic, unfortunately it was a very generic contract that was signed.

Mr. Petillo: We've taken what we've received so far, information-wise on this issue, but again, direct us and we'll look into it further.

Mr. Arnold: I haven't seen the contract.

Mr. Petillo: We can provide that for you guys.

Mr. Showe: We can send it, but we don't have a contract with TruGreen.

Mr. Arnold: I'll have to look for it.

Mr. Smith: I guess what I would expect, is to get all of the information. Our legal Counsel can come back and give us a recommendation, based on what the contract says. I agree, but so far what I've gotten from the advice, is that typically it is not covered.

Mr. Petillo: Personally, I wouldn't advise us spending much more time looking into this, based on what we received, but again if you would like us to, we can look further into it. We can find anything. We've received information regarding prevention. Maybe it can be prevented. Maybe there were steps that could have been used. We could look into that, but so far we haven't received anything that would warrant spending the time to pursue this further.

Mr. Smith: I guess what I'm hearing or think what we want, is to take information that we have and compare it against the contract. Is there anything that would say that we as a Board should be covered for our end or not, or is the contract so vague that it could be interpreted either way and then you give us advice as Counsel as to which way to go? What I heard so far has been it's one of these things that we probably aren't covered by the contract and again, I don't know if you can say that directly or not to us.

Mr. Petillo: Our understanding is it would be very difficult to pursue that.

Mr. Smith: I think that's what we're looking for, to take information and come back.

Mr. Scheerer: We just need to look at the contract and do the ABCs and we can come back.

Mr. Petillo: Yeah we'll come back.

Mr. Scheerer: I think David brings up some good points too, about the vagueness of the content on what's covered and not covered.

Mr. Grimm: I want to continue to stress, there is no language in the documentation. It was provided to us. Obviously, it was done at the IFAS Extension Office over there at, I guess there are many locations.

Mr. Arnold: That's the University of Florida. Anybody can pull that information for free. That's free information for anybody that lives in Florida or anywhere.

Mr. Grimm: There's nothing written here that says you can't identify it.

Mr. Arnold: Okay.

Mr. Grimm: Then it talks about not treating, not controlling it. Roots are initially thin, off white. Then it talks about thinning grass, if not controlled.

Mr. Petillo: We can review it. Absolutely and we'll come back to you.

Mr. Grimm: I'm not an attorney. I'm just trying to do the best thing for the community.

Mr. Petillo: Right. Okay.

Mr. Grimm: Especially because when you heard the amount of two and a half semi-truck full of grass.

Mr. Scheerer: Well, I think that was just an estimate, right?

Mr. Grimm: I think it was 351,000 square feet.

Mr. Scheerer: It was 38,000 square feet.

Mr. Showe: Yeah.

Mr. Antolovich: There's an estimated cost of \$56,000.

Mr. Scheerer: But you took money off of that.

Mr. Arnold: I gave you the original price. I said that I would help take some of the cost off of there myself. I had TruGreen take some of that cost, about \$20,000.

Mr. Scheerer: So, what you see in your agenda, is the full boat.

Mr. Showe: That's the full price.

Mr. Grimm: Well, personally, at this point, if it's a soil issue, unless you're digging out the soil, you might as well do something else, but that's a conversation for another day.

Mr. Scheerer: Yeah. That's why the proposal is for Bahia. Oh, I see what you mean.

Mr. Grimm: If it's in the soil, it's in the soil.

Mr. Antolovich: Which is why the proposal was to switch to a different type of grass that is not susceptible.

Mr. Grimm: It doesn't need as much water.

Mr. Scheerer: Correct. Bahia grass doesn't need much water.

Mr. Arnold: The roots go more deeper than more vertical.

Mr. Antolovich: Again, without seeing the concept, I don't have much of an opinion other than saying, *"I don't know, who's right, who's wrong."* Right? So, if someone could send me the contract.

Mr. Petillo: Absolutely.

Mr. Antolovich: I could look at it and see if I'm like, *"Oh, this looks weird"* or *"Oh, no, this doesn't look weird."*

Mr. Scheerer: Okay.

Mr. Antolovich: Because without seeing that, I'm just going off of...

Mr. Grimm: I think from the Board's position when it comes to Counsel, to say that there's really no recourse, is more so because there's no precedent on it. But the way the language in the contract is written, it doesn't specify anything. So, you can't specify, *"Well, we can cover this, this, this and this, but not this,"* when there is no specificity at all.

Mr. Petillo: We could spend the time ripping it apart and really look for it.

Mr. Grimm: I don't think it takes a lot to rip it apart, based upon Alan's reading of it, at the last meeting.

Mr. Scheerer: I'm not an attorney, but we'll send it over.

Mr. Grimm: You read the contract?

Mr. Scheerer: Yeah, I'm looking at it right now.

Mr. Showe: Yeah.

Mr. Grimm: And there's no specific, *"We can cover this, this and this, but not that."* Sometimes you realize, *"Oh crap, we gotta fix this."* Orange County Public Schools is notorious for it. Like our Code of Conduct changes every year, even though the kids still do the same

stupid stuff. Now with AI, it changes. So, they threw AI in there. Now we have electric scooters. So, like everything's always changing. Laws change. Maybe the Storey Park CDD contract changes around the State of Florida for landscaping.

Mr. Scheerer: I understand you.

Mr. Grimm: I'm trying to do our due diligence. It just doesn't make sense. The design is designed the way it's supposed to be designed, but the design doesn't work. Make that make sense to me. I'm a teacher. I teach math. It's right or wrong. That's wrong to say it's working as designed, but the design doesn't work. It doesn't make sense. That's a company we're paying to represent us, I assume, even though that doesn't make sense to me.

Mr. Scheerer: I understand you.

Mr. Grimm: I'm not trying to have you explain it, make it make sense to me, because it's not going to happen right here. But it doesn't make sense.

Mr. Petillo: I don't have any experience with that specific situation, but again, with Board direction we can look into it. We can spend hours and let you guys know.

Mr. Smith: I think that's what we are directing. One other question that I have, just from OmegaScapes and in the interim, because it looks like we're not going to make a decision without hearing today what to do with it.

Mr. Grimm: Are we spending another \$7,000?

Mr. Smith: Or is it an option just to let it ride?

Mr. Arnold: So, what we've done, we shut the irrigation down on there. It actually greened up the patches that were good, which is a good thing, but now we're getting all of this rain. So, we did cut it down even farther down. I think Shane cut it down to maybe even one day and then he shut it off for a full week, to see if it helped recover. The patches that were good patches, aren't yellow anymore. They're green. So, yes, a lot that has to do with the watering and all of that stuff. But I wouldn't go put money towards it. I wouldn't put \$7,000 towards it. Probably not. I would let it ride.

Mr. Scheerer: We'll send the contract to you.

Mr. Arnold: That's my opinion.

Mr. Showe: I understand.

Mr. Arnold: I'm a landscaper and I wouldn't pay \$7,000.

Mr. Smith: So, I just want to make sure how we want to do it.

Mr. Scheerer: Yeah, I think that's the best recourse.

Mr. Grimm: Me too.

Mr. Smith: Again, I don't think it just happened. Is there any communication when it gets to the HOA, just in case a question comes up? Because somebody asked my wife. I do know what's going on with the park, because we live close to it.

Mr. Showe: I can put something together to send out to the HOA.

Mr. Scheerer: Yeah. There are some dirt spots out there, but we blame it on dogs. Just kidding.

Mr. Smith: I just want to make sure that they know we're addressing it, because everyone is going to go back and look at the CDD minutes and see that we discussed it. We're working on it, but we just need more time.

Mr. Showe: I can do a little c-blast.

Mr. Scheerer: That's it for me.

SIXTH ORDER OF BUSINESS

Public Comment Period

There being no comments, the next item followed.

SEVENTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Showe: We can go to any other Supervisor's Requests.

Mr. Antolovich: So last time we talked, there was a time before, when you said that we were going to start budgeting soon and present the budget. Now you said that the assessments for next year can't change.

Mr. Showe: Well, you've already set your Proposed Budget without an assessment increase. So, your August meeting is going to be your final budget hearing.

Mr. Grimm: Where we decide.

Mr. Garcia: I like that.

Mr. Showe: Yeah. So, we really wouldn't be able to increase assessments at this point. But you can still readjust.

Mr. Antolovich: No, that makes sense.

Mr. Grimm: Why?

Mr. Antolovich: It doesn't matter. I thought something completely different from what he was saying and I was like, "*How did I just completely miss where we adopted the new budget?*"

Mr. Showe: No, no, no. It's just that process-wise, you would have to send out mailed notices if there was an increase.

Mr. Antolovich: Yeah.

Mr. Showe: But in your budget for this year, you're performing better than budget to actuals, so there is some flexibility, for repairs and projects throughout the year.

Mr. Antolovich: Yeah. No, I just misunderstood what you said earlier.

Mr. Showe: No worries.

EIGHTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS

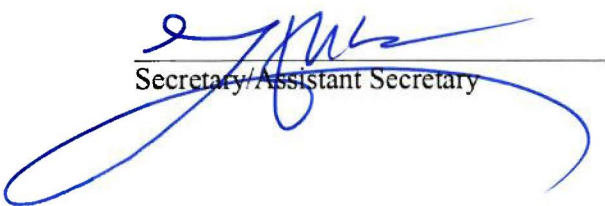
Next Meeting Date – August 4, 2026

Mr. Showe: The next meeting is scheduled for August 4, 2026.

TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Boermans seconded by Mr. Garcia with all in favor the meeting was adjourned.



Secretary/Assistant Secretary



Chairman/Vice Chairman