

**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, August 4, 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	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
Jan Carpenter	District Counsel
Robert Petillo	District Counsel
Christina Baxter	District Engineer
Alan Scheerer	Field Manager

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: Next is the public comment period. We will note that we only have members of the Board and staff present.

THIRD ORDER OF BUSINESS

Approval of Minutes of the July 7, 2026 Meeting

Mr. Showe: The next item is approval of minutes of the July 7, 2026 meeting. Those minutes were included as part of your agenda package. We can take any corrections or changes at this time or a motion to approve.

On MOTION by Mr. Boermans seconded by Mr. Smith with all in favor the Minutes of the July 7, 2026 Meeting were approved, as amended.
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FOURTH ORDER OF BUSINESS

Public Hearing

Mr. Showe: Next is our public hearing on the budget. We would look for a motion from the Board to open the public hearing.

On MOTION by Mr. Antolovich seconded by Mr. Grimm with all in favor the public hearing to Adopt the Fiscal Year 2027 Budget and Impose Special Assessments and Certify an Assessment Roll was, opened.

A. Consideration of Resolution 2026-06 Adopting the Fiscal Year 2027 Budget and Relating to the Annual Appropriations

Mr. Showe: The first item is Resolution 2026-06, which adopts your Fiscal Year 2027 budget. I will note that there are several blanks in the appropriation section, which we will fill in, once the budget is actually adopted. We do that just in case there are any slight changes. We'll note for the record, we did not increase any assessments on the General Fund side. It's pretty much what you've seen for your Proposed Budget. The admin side is very close to what we were currently. The field side is actually very close too, as well. We've just included some inflationary increases for potential in both the utilities, as well as contracts, but there is no assessment increase proposed within the budget. In your budget, starting on Page 5, we provide a line-item detail. We try to describe all of those account lines and where we have contracts or where we can spell those out. We try to spell those out, so they're a little more transparent for you and your residents, as to where those numbers come from. Behind that, on Page 12, you'll note that we have the Capital Reserve Fund. We expect that at the end of Fiscal Year 2027, with just some minimal expenses, we will have about \$500,000 in the Capital Reserve Fund. Then the remaining items are just the debt service. The Board doesn't have any flexibility on the debt service side, since those bonds are already issued. So, with that, again, we'll note for our recording, this is a public hearing and there are no members of the public to make any comments. So, we'll return it to the Board for any questions or a motion to approve the budget.

Mr. Smith: Just one. Just remind me, because I'm looking at the Proposed Budget for 2027, that line for the Cost Share Agreement, what does that cover?

Mr. Showe: That's the cost share with the apartment complex. They pay a portion every year to cover the road.

Mr. Smith: Okay.

Mr. Showe: We have a note on our calendar once a year, to go ahead and send that invoice out to them for them to pay, in accordance with the agreement that the Board approved.

Mr. Grimm: What page is that?

Mr. Showe: It's on Page 1 under the revenues.

Mr. Smith: I'm just trying to see what that was for, because it wasn't there in other years.

Mr. Showe: Yeah. It didn't take effect until they were actually built and operating. We found out that they received their CO. So, we'll start working through that shortly.

Mr. Antolovich: When does that Cost Share Agreement end?

Mr. Showe: I'll have to look. I think it goes for a while.

Mr. Antolovich: A while is a good enough answer.

Mr. Showe: Well, it's not short term, but let me check.

Ms. Carpenter: It was negotiated four or five or six years ago, when they first bought the property. There were some concerns about the noise from the road.

Mr. Grimm: That's just the internal road. Right? Not Dowden Road.

Mr. Scheerer: Biography is the road. Right?

Ms. Carpenter: Yeah.

Mr. Showe: We signed that agreement in 2023.

Ms. Carpenter: It wasn't that long ago.

Mr. Showe: The parties agree that this agreement may not be terminated for the first five years. That's if they don't construct. If they have not obtained a building permit within five years, it will invalidate. So, there's not really a termination on it. It's continual.

Mr. Antolovich: Okay.

Mr. Showe: Yeah, it's \$15,000 per year, plus a 3% annual increase up to \$20,000. Then it just continues. There are provisions for it to carry on if they change ownership.

Mr. Antolovich: So, if it has a 3% increase per year, shouldn't the Cost Sharing Agreement be more than \$15,000?

Mr. Showe: Well, this is the first year. They've just started. We wanted to enter into it before they even started construction. So, now that they're done and they're ready to operate, we expect to have it this year, the first payment on that.

Mr. Antolovich: Will it cap at \$20,000?

Mr. Showe: Yeah, \$20,000.

Mr. Smith: Then one other question. I know that the HOA is considering a new landscape company. When is ours up?

Mr. Scheerer: Next year.

Mr. Showe: Yeah, I believe it goes through the end of 2027.

Mr. Scheerer: Next year.

Mr. Showe: But you have termination provisions at any time, so it can be bid out.

Mr. Grimm: That will be discussed under Supervisor's Requests.

Mr. Antolovich: The last time, I was asking about the improvements to the dog park and fitting those into the budget.

Mr. Boermans: It's in there.

Mr. Antolovich: Because we have \$7,500 in there for dog park maintenance.

Mr. Boermans: \$12,000, if you look on Page 12.

Mr. Scheerer: That's for a water fountain at the one on Introduction Way. But we also provided numbers for outdoor doggy equipment and shade structures, which would come out of your Capital Reserve Fund.

Mr. Antolovich: Okay.

Mr. Showe: We put a placeholder in there for now, based on the things that the Board had talked about wanting to do. But certainly, that would be a spot where you could accommodate much more projects. We just didn't really know what else to put in there, based on Board discussions.

Mr. Scheerer: We had three dog park improvements and that outdoor fitness center that's off of History Avenue, that has the rubber matting. That was going to get re-poured.

Mr. Showe: Are there any other questions or comments on the budget? Then just as a reminder, this doesn't lock you into any of these expenses in any account lines. You have the ability to move things around throughout the year. It's more just a financial plan. So, if there are no other questions, we would look for a motion of the Board to approve.

On MOTION by Mr. Boermans seconded by Mr. Antolovich with all in favor Resolution 2026-06 Adopting the Fiscal Year 2027 Budget and Relating to the Annual Appropriations, was approved.

B. Consideration of Resolution 2026-07 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Showe: The next item is really the second part of your budget process. Resolution 2026-07 actually imposes the special assessments. So, attached to this resolution will be the adopted budget that you just approved, along with an Assessment Roll, which we provided a sample of. That Assessment Roll is just a large Excel spreadsheet. It translates what you approved in the budget, to what goes to the Tax Collector for each of the individual properties within the District. Again, for our recording, we'll note that there are no members of the audience to provide any comments, so we'll return it to the Board for any questions or comments or a motion to approve.

Mr. Smith: Just one question. With this adopted budget, we're keeping the amount the same?

Mr. Showe: Correct. The assessments are the same. It will be the same as you had last year.

Mr. Grimm: We better hope so. We just approved it.

Mr. Showe: Well, I'll let you know. If we had proposed an increase, we send out a letter 21 days in advance to every resident and we would expect that we would not be able to accommodate meeting here.

Mr. Grimm: We're under budget right now.

Mr. Showe: Correct.

On MOTION by Mr. Antolovich seconded by Mr. Smith with all in favor Resolution 2026-07 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

Mr. Showe: Then we would look for a motion to close the public hearing.

On MOTION by Mr. Antolovich seconded by Mr. Grimm with all in favor the public hearing to adopt the Fiscal Year 2027 Budget and Impose Special Assessments and Certify an Assessment Roll, was closed.

FIFTH ORDER OF BUSINESS

District Goals and Objectives

- A. Adoption of Fiscal Year 2027 District Goals and Objectives**
- B. Presentation of Fiscal Year 2026 Goals and Objectives and Authorization to Chairman to Execute Final Form**

Mr. Showe: The next section is just one of our annual obligations. A couple of years ago, the Florida legislator made us go through a rulemaking process. So, we prepared the same rules

as you had for the prior year. We call them kind of minimal compliance rules. They're things you're going to achieve anyway. All they really do, is get posted on your website, in accordance with the rule that was passed. So, what we would like to do, if the Board is amenable, is to have a motion to adopt the Fiscal Year 2027 goals and then once Fiscal Year 2026 is over, we would have the Chair execute the 2026 goals for posting on the website.

Ms. Carpenter: The goals are generally the statutory obligations for noticing meetings.

Mr. Showe: Correct.

Mr. Grimm: We haven't fallen short on any?

Mr. Showe: No. We've kind of designed these to be things that almost all of our Districts meet, on a pretty regular basis.

On MOTION by Mr. Grimm seconded by Mr. Boermans with all in favor adoption of the Fiscal Year 2027 Goals and Objectives, posting on the District's website and authorization for the Chair to execute the 2026 Goals and Objectives, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Renewal Agreement with Applied Aquatic Management, Inc.

Mr. Showe: The other item that we wanted to include, and this is already included in your budget, but we want to go ahead and get the Applied Aquatics Agreement approved for next fiscal year. Certainly, we'll have Counsel draft up the front-end document that goes with that. But Alan can attest to the level of service.

Mr. Scheerer: There are 17 ponds in the community. They come out monthly to treat for any invasive nuisance and exotic weeds along the shoreline. Any retreats, they typically can do at no cost within 14 days. They have to wait based on the EPA guidelines for whatever product they are using and then they can retreat. I've really not seen but maybe some sporadic algae and a little bit of torpedo, but that's happening in pretty much in all my communities right now. They're doing a good job. It's budgeted for next year as well.

Mr. Grimm: Could I make a request to Applied Aquatic, that maybe if this is something feasible, just based upon questions or requests from residents regarding fountains and implying that the lack of a fountain causes insect issues, mosquitoes, all things that might be insinuated that a lack of fountains would cause, could you have them maybe write something up?

Mr. Scheerer: They don't do fountains per se.

Mr. Grimm: Moreso the fact that not having one is causing turbidity.

Ms. Carpenter: This is a question that we get in all our CDDs. As you were saying, the cost of fountains is prohibitive and there doesn't seem to be a good reason.

Mr. Scheerer: You have to remember; the fountain is only controlling the water within the radius of the fountain. What typically people will do, if they really think they have a problem, is place aerators around the entire fountain, because you're trying to move a large body of water. These are more decorative than they are anything else. As we talked about earlier, they're very expensive initially. The ongoing monthly electrical bill for these, are typically \$500 a month and that doesn't include maintenance.

Mr. Antolovich: I think to David's point was more, we've had some residents express concerns.

Mr. Scheerer: I'll get you something.

Mr. Antolovich: So, we have something from a third party.

Mr. Scheerer: Of course.

Mr. Antolovich: That we could send out for educational purposes.

Mr. Scheerer: I would be happy to do that.

Mr. Smith: Yeah and if can we get an estimate for doing a fountain.

Mr. Showe: Alan has numbers that he can throw at you.

Mr. Scheerer: I can give you a number.

Mr. Smith: Yeah, just so we have a cost.

Mr. Grimm: There was one in Random Park in the back. There were some quotes for that one.

Mr. Scheerer: Give me one second.

Mr. Showe: Alan has fresh quotes. I think they are \$30,000 to \$40,000.

Ms. Carpenter: We just installed one in another District in Osceola County and it was about \$30,000. In addition, I think the District spent another \$12,000 so far in the first four months with repairs and miscellaneous items.

Mr. Scheerer: So, I have one that was going to be considered for another Board meeting in two more weeks. It is a seven and a half horsepower fountain, as we discussed. The quote was provided by Lake Fountain and Aeration. That quote, based on location to pull power, was \$32,255.50. Now, mind you, that's with no power. So, you have to go find a transformer somewhere. There are all kinds of things that factor into that. We try to go through stormwater

easements, which the District typically owns, but sometimes we have to go between somebody's yard to get through it. So, there are some legal documents that need to be agreed to, to allow us to run that circuit through their yard. But for the most part, we try to stay within the stormwater easement. This one, like I said, was \$32,000. This is going to be talked about in two weeks.

Mr. Grimm: These are all retention ponds that are connected in some way, shape or form. Right?

Mr. Scheerer: Yeah.

Mr. Grimm: So, the water does move.

Mr. Showe: Oh, it moves throughout the system. Absolutely.

Mr. Grimm: Yeah, so to say the water is stagnant, is not necessarily an accurate statement. Wouldn't that be correct?

Mr. Scheerer: Well unless you're getting rainfall and stuff, the water is typically just going to level.

Mr. Showe: It levels out.

Mr. Scheerer: I'll let the Engineer speak to that.

Ms. Baxter: So, every time it rains, the water collects in your inlets, your pipe system flows into the pond, it elevates and then it discharges through the control structure. There is a small orifice pipe that's usually below the water surface. It's wet. That allows basically a slow recovery of the water level, so there is water moving, as long as it's been raining. Then there's a larger outflow when stages get high, where more water will go out. But really only in the dry season, is there nothing flowing out of the pond. Typically, in your wet season, with each rain event, you have water in and water out.

Mr. Smith: So again, just my rough estimate, if I take \$35,000, we have 17 of these ponds. Before power and aeration, we're talking about \$600,000 or more. So, I just want to be on the record, that our treatments are already handling the bugs.

Mr. Showe: Well, they are not handling the bugs.

Mr. Scheerer: It is for aquatic weed control.

Mr. Smith: Okay.

Mr. Scheerer: Typically, what Boards will consider and I'm not saying you shouldn't consider one, is they will find a pond that everybody benefits from its view. Like where they did the fireworks this last year. That's a nice corner pond. That's something to consider for the future.

But typically, our Boards that I've dealt with, don't like to do them where it only benefits those that surround the fountain.

Mr. Boermans: I concur.

Mr. Scheerer: It's a benefit for the whole community.

Mr. Antolovich: I think Bristol helps us out with that.

Mr. Boermans: That's a nice fountain, right in front of the apartments.

Mr. Scheerer: Yeah.

Mr. Antolovich: Are there additional things like mosquito control that normally gets done that we should be doing? I don't know anything about retention ponds.

Mr. Showe: Most of our Districts don't do specific mosquito control. We have some that do.

Mr. Scheerer: Midge control.

Mr. Showe: It is for midge control. Typically, your county or city will provide a service where they go around and they will spray.

Mr. Scheerer: Yeah.

Mr. Showe: We typically can do midge control. Again, the effectiveness of that, is kind of up to your standards. They say kind of everything you do for that is about 25% effective and they have about four different solutions. So, you kind of have to do all of them, if you want a significant reduction.

Mr. Scheerer: I have numbers on that too, if you want to know what those are.

Mr. Showe: But we can certainly get you some numbers.

Mr. Smith: Yeah, I would just say just bring back a number. Just so we have it on record.

Mr. Scheerer: Is that for all ponds or just a specific pond?

Mr. Smith: If you have to do them all.

Ms. Carpenter: Yeah, the midges tend to be in certain ponds, at least in my experience. There are certain ponds where it gets bad and it gets up on everybody's screen porches and all. It is usually not for all of the ponds.

Mr. Scheerer: Yeah. And it's typically cyclical, too. They're not here 24/7, 365 days a year. They are only here three weeks maybe out of the year and then they die off and a few months later they show back up again. But if you want some average numbers, I'll be happy to get some. I have a company that we use. I'd probably hate to have her provide numbers for 17

ponds, knowing that we just should probably get an average of maybe a couple of the biggest ponds.

Mr. Showe: Yeah.

Mr. Smith: Yeah.

Mr. Scheerer: I know the K1 pond or maybe a couple of the bigger ones that are surrounded by homes, would be good ones to start with, I think.

Mr. Antolovich: That way, at least when homeowners are coming with questions about it, we can be like, "*Yeah,*" It is just more for them.

Ms. Carpenter: Just as background, the County handles mosquito control.

Mr. Showe: Correct.

Ms. Carpenter: That's a specialized power that we would have to get, if we were going to do that. So, tell people to call the county.

Mr. Boermans: Sometimes at night they go through with their little sprayer.

Mr. Scheerer: Yes, absolutely.

Ms. Carpenter: But if enough people call, they might come out.

Mr. Boermans: Yeah, that's a good one. Thank you.

Mr. Scheerer: Yeah, I was trying to see if by chance, I requested that in the past, but I guess not. It never came up.

Ms. Carpenter: They can only do so many times a year, but they can do more if there are enough requests.

Mr. Scheerer: I'll get that information.

Mr. Antolovich: We can have a water fountain show like the Bellagio. Is that out of the question?

Mr. Scheerer: That's up to you.

Mr. Showe: You guys can have everything you want.

Mr. Scheerer: You can have the Bellagio if you want.

Mr. Showe: Raise assessments for it.

Mr. Scheerer: You're going to need to do an assessment increase next year.

Mr. Showe: Is there a motion to approve the Applied Aquatics Agreement?

On MOTION by Mr. Antolovich seconded by Mr. Boermans with all in favor the Renewal Agreement with Applied Aquatic Management, Inc., was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Agreement with Grau & Associates to Provide Auditing Services for Fiscal Year 2026

Mr. Showe: The other thing that we added, just to go ahead and get them going when the fiscal year is over, is the Audit Agreement for Fiscal Year 2026. This is in accordance with the bid that Grau & Associates did several years ago. It's already included as part of your budget. So, we would just look for a motion of the Board to approve that Auditing Agreement.

On MOTION by Mr. Antolovich seconded by Mr. Boermans with all in favor the Agreement with Grau & Associates to Provide Auditing Services for Fiscal Year 2026, was approved.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Showe: With that, we'll go to Staff Reports and we'll start with Counsel.

Mr. Petillo: We had no updates this week for you guys, but if you have any questions, let us know.

B. Engineer

Mr. Showe: We can go to the Engineer's Report. We have Ms. Christina Baxter here. We also handed you out a memo that I received from Cameron yesterday. So, that's there too, with some options on the walkway. We have Christina here.

Ms. Baxter: I'm happy to answer any questions. We did look at some options regarding the trail near Pond K1 and some high-level cost order magnitude for you to consider, in terms of the discussions there. Then I believe Cameron was working on providing a markup to address the ponding on Theology Way, I believe. There is some pavement and ponding on Theology Way.

Mr. Scheerer: It was on Prologue Avenue. I looked at that yesterday. It needs some help.

Ms. Baxter: I'm happy to answer any questions that you may have.

Mr. Grimm: So, I would assume you're privy to the conversation that has taken place about the K1 pond issues.

Ms. Baxter: Yes. Cameron brought me up to speed. I've been aware of the conversations.

Mr. Grimm: Then the conversation that was had last week on the phone. He was on the phone and then we had a conversation here at our last Board meeting. I'm just trying to understand. I'll go ahead and start talking, because I was the one that brought it up. I'm over in Phase K, so I understand what's going on when it rains and how it's a little frustrating. It doesn't really make sense that something that was working as designed, but is not designed in a way that works, if that makes sense. So, after asking some questions like whether your Engineering firm was the firm that was in charge or was the one that was approving the original design. I assume that when Lennar was developing, which would have been probably, I would imagine, if not a majority or a 5-0 Board, all represented by Lennar, it could have been a 3 to 2 majority with Lennar and getting that approved. It's just a frustrating situation, I guess you could say, because one would hope that something is designed and engineered, created, finalized and approved, as designed. But when you see the design, it's not working and then you find out the person that said it was created as designed, were the same Engineers that are now supposed to be representing the residents of the Storey Park CDD. It is just almost like it's like a big conflict of interest, because you have on one end, somebody that approved the design before the residents took over the CDD and then you had the same company saying it is working as designed, but now you're representing the residents of the CDD. Then you get three quotes, actually now just two, where one is \$95,000 and another one is \$180,000, which to me don't seem cost effective. There is a minimal cost benefit to the residents of the CDD and almost like, *"Well, I guess you guys are just gonna have to deal with it, because even though it is working as designed, it's a poor design."* So, I guess if y'all can maybe shed some light on the whole process from start to finish, for the benefit of the Board to understand. Then maybe that gives us an idea of what direction to take.

Mr. Antolovich: To piggyback on that real quick, it's working as designed. Who designed it? Because the design was bad.

Ms. Carpenter: So, I'll just give you background in general on how it all works. There's an Engineering Report that gives basic improvements that the District is going to finance and acquire. Lennar developed it. So, Lennar, through one of their Engineers or landscape designers, designed that. It got permitted through the city and whoever else is doing the permitting for it. Then once it's completed and once the bonds are issued, then a package comes and the District Engineer reviews it, to make sure that the design that the city approved was properly done and

everything is in good shape to acquire. Then the Board agrees to accept it. That's the process that we go through. We run into this as developments age, quite often.

Mr. Grimm: It's not aged. It's the newest part of our community. That area is less than three years old. It actually might be less than two.

Ms. Carpenter: What we run into often, is if the city approves this as part of landscape design or part of the improvement design, then you get into an argument of whether it is a design or permitting flaw?

Mr. Grimm: Well, we were told last week or last month, excuse me, that the Engineers approved the original design. Your firm.

Ms. Baxter: Sure, yeah. I'm happy to answer. There's a lot in that statement, so I'll try to do my best to kind of step through that for you. So, yes, my firm was responsible for the design, engineering, and permitting. We were under contract with Lennar Homes and we progressed through that process with Lennar. The design decisions and some of the why and how and amenities in that phase, were part of the evolution of design and some decisions made together between our firm and Lennar, in terms of where that trail goes, the elevations it's placed at and the overall function of some of the stormwater components with the wetland, the pond and where that trail sits. So, that's kind of originally how that transpired. Yes, we also represent the CDD. You've hired us as your CDD Engineer. Yes, the design Engineer permitted the project and we function as your CDD Engineer. We do our best to wear both hats.

Mr. Grimm: Are you saying at that time that you were representing both?

Ms. Baxter: We have from the beginning. Lennar hired us as the design Engineer and functioning as the CDD Engineer. It's fairly common for that role to be served by the same firm. There are some advantages to it, because we're aware of the projects, the history, the construction and also, we come in with a knowledge base as the CDD Engineer, because we've been involved since the beginning. Yes, I can see your concern in terms of CDD versus design. We do our best to answer questions from an engineering standpoint and rely on our code standards and experience in that realm. But I do hear your concern.

Mr. Antolovich: What Cameron was saying was that it's designed to overflow the wetlands. Designed to overflow across the trail and drain into the pond. Right? Pond K1.

Ms. Baxter: That is correct. I can shed a little bit of light on that.

Mr. Antolovich: That sounds good. I think the issue comes down to, it doesn't overflow and drain. It overflows and sits.

Ms. Baxter: Yes.

Mr. Grimm: It rises and sits.

Mr. Antolovich: Is that a design issue? It seems like it's supposed to overflow into the pond. It doesn't. In fact, the root cause of that is it's a poor design.

Mr. Grimm: Why would you acknowledge that it's a design issue, when you were the ones that designed it? Why would you say, "*Oh yeah, it's our fault, we designed it wrong,*" if it's working as designed?

Ms. Baxter: Well, so let me maybe phrase that differently. I was not at the meeting, but I did skim through the minutes. So, I can see where I think Cameron was trying to answer your questions to the best of his ability.

Mr. Grimm: Absolutely.

Ms. Baxter: But sometimes when you're in a room with a lot of people asking you questions, you sometimes tend to say things the same way trying to say them a different way. So, the design of that system, I'll just kind of give you an overview from my perspective. I was involved with it from the beginning. That system is designed such that when that wetland stage is up, it is supposed to overtop the trail and the water will go into the pond. The pond is lower than that wetland system. It basically goes from the wetland over top. Water will go into the pond and then the water gets discharged through the control structure to the wetland to the west. Based on review of the photos from the ponding you've got going on in the trail, it appears that through that corridor, you do have some water trapped. Some areas are kind of sloped a little bit back this way. Some are just low. It looks like some sod might be sitting higher than the trail. That's not helping water to drain. As part of our city certification of completion process, we are not required to get as-builts along those pathways, if you will. So, while a visual inspection was probably done and walked, we don't have an as-built of the grade and the trail through there. So, likely some of these low areas were not picked up on during that process. I think some of your ponding is due to some of those conditions. While yes, that wetland will stage up and over top 100%, we were very well aware that was the design and the intent and that was discussed with Lennar as the developer. During certain times of the year, yes, that will have water on it, over it and it may be unusable for portions of the year.

Mr. Smith: Maybe just on that point, because you mentioned that it wasn't maybe picked up in the handover process or it didn't have an as-built, is that part of what would have been done when we get it handed over to the CDD from Lennar or when is that usually done?

Ms. Carpenter: It's usually done by the city when they sign off and it's completed.

Mr. Smith: Okay.

Ms. Carpenter: If the city doesn't require it, it's not done. The city gives permits without as-builts. They base the design on what they see, but they are not measuring to see if the contractor actually built it exactly to the specs that were designed.

Mr. Smith: I'm just trying to understand the CDD. We were relying on maybe meeting that kind of standard or meeting the design. If it's not, do we have any recourse or is it just tough luck you took it over? Was it caught or the city permitted it?

Ms. Carpenter: No, I understand. As I said, it seems to be coming up a lot. We have no recourse against the city. If you say to the city that they issued a permit and said it was completed, the city is going to say, "*Yeah.*"

Mr. Smith: Not necessarily the city, but Lennar.

Ms. Carpenter: To try to go after a developer, we would have to prove a construction defect. When you start looking into construction and an actual defect, if it was designed so it would go down, you have to prove that it was designed that way. We would have to go out and do surveys to make sure that it was actually built as designed. Issues as you brought up with landscaping, has the sod built up enough that it's holding more water than anyone could have reasonably anticipated? There's a lot of other things that would go towards whether it is contributory negligence. Kind of like you have to look at, okay, maybe they designed it wrong or maybe they designed it perfectly and the Engineer did it right. Again, I don't know the specifics. This is the first that I'm hearing this. But then you have to look at the landscaping, the contractor, the design. Maybe it was built completely right, but people were using it for construction. People were driving along it with machines to build houses. There's a whole lot of factors that would have to go in, to be able to say, "*Yes, this was designed improperly.*" Lennar should have done it and then we have a claim of some kind.

Mr. Smith: I'm just looking.

Ms. Carpenter: I've had this come up in a couple of Districts in the last couple years. Trying to establish that something was designed wrong, is a tough hurdle to jump through, unfortunately.

Mr. Smith: I'm just trying to compare the cost. Again, I'm not saying go down that route, but the minimal option is \$100,000. How much would a review or if we're going to look into that? Again, I just want to have an order of magnitude.

Ms. Carpenter: I don't know. We would have to look at the designs and the permits.

Mr. Grimm: So, Christy has pointed out a couple of potential issues, such as low-lying sod and things of that nature. I would imagine lifting that sod up, backfilling in some way to have a more unified decline into the pond, could potentially avoid those issues.

Ms. Baxter: Yeah.

Mr. Grimm: Therefore, I can't imagine those would be things that would cause us to spend \$95,000, \$180,000, etc. But correct me if I'm wrong, landscapers are throwing the sod down. Right? But would the Engineers be in charge of the grading from the wetland over the hill, grading down into that area? Just based off of memory, there's a pretty steep incline from the hill. But it isn't necessarily straight into the pond. It's more in a southward direction. Again, I'm going off my memory. I have to go out there and look at it, to explain what I'm trying to say. So maybe that angle is keeping it from going straight into the pond. It's bringing it over to this direction towards more along a parallel path than perpendicular to the path.

Ms. Baxter: Yeah. Before we really start to pick it apart, I think Cameron was trying to give you order of magnitude numbers, so maybe up first step, would be to go through and get some survey from along the top of bank of the pond, at a decent grid where we can truly get a topographic survey of what was built through there. Also, the elevation of the sod versus the pavement, so we can get a better understanding. Because looking at the picture, certain sections might be a different issue as you move along the trail. So, we may be able to fix certain sections with a fairly minor fix. Then in some other sections, you may not have a great net improvement in the end. It may just be the water from the wetland. From looking at the photos out there, I do have the opinion that you may have a varied condition along that trail, because it's a decent couple of hundred feet where you're seeing some issues through there.

Mr. Grimm: Which then goes back to the question at the very beginning. We've been talking about this for a good six months at least, probably since I've been on the Board, maybe

since December and even before that. It goes back to the question, you're saying hundreds, well maybe not hundreds, but it's a design flaw.

Mr. Antolovich: Back to their point, is it a design fault or is it an implementation flaw?

Mr. Smith: Yeah, that's what I mean.

Mr. Antolovich: It could have been designed perfectly when they did it, but they didn't do it according to design.

Mr. Smith: Because it was a visual inspection.

Ms. Carpenter: Yeah, we've just redone some trails very similar. There have been washouts. It turned out the kind of soil under the base wasn't done right.

Mr. Antolovich: So, this goes back to Lennar.

Ms. Carpenter: We just had to replace them in certain areas. It was washing out, because apparently whatever was specked, it was decided to be a better choice. It's great in some places, but in some places it's not working. But again, they weren't able to make a claim, because there just wasn't enough information.

Mr. Boermans: That's so difficult.

Ms. Carpenter: Yeah, it's really tough.

Mr. Antolovich: Cameron even noted that the existing trail is inconsistently graded, leading to limited draining across the trail.

Mr. Grimm: Grading would be whose responsibility?

Ms. Carpenter: What would it take for you guys to do a survey?

Ms. Baxter: I can have our surveyor provide a proposal to survey at a fine enough grid, that we can give you a little better input at least, as to at least how it was graded in the final condition and then where that pavement sits versus the sod. I think that would be my first recommendation to kind of making sure if you go forward with a solution, we have a better confidence level of what fix is appropriate in what location. I would like to address the design flaw question. There is not a code requirement to design pedestrian trails above a certain elevation, related to either the wetland and/or the pond. This was discussed with Lennar. They were provided different options in this area, in terms of what they wanted, as to kind of the concern about this area being wet during the wet season. So, the design of an elevation of the trail is not out of compliance with any code requirements. It's an amenity feature. Yes, for the residents, you would love to walk on your path and have it high and dry all year long. However,

it was a known element during design and permitting, that some portions of the year, it would likely be wet.

Mr. Grimm: Jason, would that be something that was in the Sunshine or no?

Mr. Showe: I have to look through the records. I don't know.

Mr. Grimm: My question would be, was that CDD discussion or Lennar?

Ms. Carpenter: I have no idea, but I would doubt that, because generally the developers make their decisions on design and amenities, based on selling in their market and where they have space and the nicest place to put a walking trail or whether there would be a slope.

Mr. Grimm: That wouldn't be CDD property at that time?

Mr. Showe: It wouldn't have been at that time.

Mr. Smith: That's why I was asking about the exception process, if there was anything there.

Mr. Boermans: Also in that case, let's say at that moment when the turnover is there, then it becomes CDD property. Correct?

Ms. Carpenter: Yes.

Mr. Boermans: Okay.

Mr. Smith: So that's why I was asking at the turnover, was there anything that we could go back to.

Mr. Antolovich: I think also on the design flaw thing, it was designed to overflow and it doesn't. So, it was either a design flaw or Lennar chose a poor design decision.

Ms. Baxter: I hear you.

Mr. Antolovich: Or maybe the implementation was bad or it just is what Lennar wanted and we're stuck with it. We're just trying to figure out if our residents are responsible for the \$95,000 that have to be spent or was there someone who really dropped the ball and messed it up.

Ms. Baxter: Yeah. So, I would kind of just add to that context, sometimes during the design process, which was not part of the CDD, this happened well before. Sometimes as we implement requirements from the city to provide amenities that meet criteria, to provide some trails or elements, we will add very commonly trails around these ponds. We will have what we call a value engineering discussion about how we do it, where they sit and some of the constraints as to when you put these in. We commonly will put them in along upland wetland

buffers, which when wetlands stage up, it gets wet. So, this is not the first or last conversation about a trail that's wet that I probably will ever have. Unfortunately, sometimes for the residents, again, it's not usable for part of the year.

Mr. Antolovich: If it was designed not to be useable.

Mr. Smith: We wouldn't know that until after we have it turned over.

Mr. Antolovich: Then it was turned over as designed.

Mr. Boermans: So, if we do a survey, is there extra cost for the CDD?

Mr. Showe: There is a survey cost.

Ms. Baxter: We could just do the survey cost and then we can review that and give you a little more context as to the elevations it's sitting at today, versus design elevations, versus if you were to regrade that corridor, this is what we would recommend. Or if there are just certain areas where sod is sitting six inches above on both sides, can we fix some sod for this section? It likely will drain better than it does today. Again, we could probably come up with a hierarchy of recommendations in different cost levels, if you will, to at least give you something a little better to consider.

Mr. Smith: So, the first step would be to get that proposal of what that would cost us and then we could take discuss it at the next meeting.

Ms. Baxter: Yes.

Mr. Boermans: Because now we're talking about it already for six or seven months, do you all think we should allocate some money towards it and whenever it stays under that budget for the survey cost, then at least perhaps we can get the survey during the next meeting?

Mr. Antolovich: We have a decent amount in capital.

Mr. Smith: My understanding is the survey would be paid out of the operating.

Mr. Showe: It's an operating cost.

Mr. Antolovich: For the survey, you mean?

Mr. Boermans: Yeah.

Mr. Antolovich: It depends on how much the survey costs. If its \$100, then who cares, but if it's \$50,000 then...

Mr. Boermans: Or else we have to wait.

Mr. Showe: Do you have a ballpark?

Ms. Baxter: A couple thousand dollars.

Mr. Showe: Okay.

Ms. Baxter: Again, I don't usually price the survey component in my office. It's far less than the numbers on the email.

Mr. Boermans: At least we can approve, let's say \$4,000 right now and maybe we can get the survey during the next meeting or two months instead of just one month.

Mr. Smith: I don't know if it matters. I would rather see the breakdown of it.

Mr. Boermans: Okay.

Mr. Smith: Because I think any fix, we're going to take longer to discuss and get it implemented.

Mr. Boermans: Yeah, of course.

Ms. Baxter: Another item you may want to consider, the cost for the boardwalk is a very high level. We don't necessarily do those all of the time. Commonly the developer will contract directly with a boardwalk individual. So, I don't know if you guys have a contractor that could give you a little more refined per linear cost on that element, just to help.

Mr. Antolovich: But the boardwalks are also a huge pain to maintain.

Ms. Baxter: Yeah. I hear you. I was letting you know that we put a pretty decent swag on that one. But that is not something that we review bids for on a regular basis.

Mr. Antolovich: Yeah. I mean, it sounds like we should have some sort of survey and then that would give us more information of what we would actually need to do to improve it. Also combining that with whether it was working as intended or did someone mess up along the way?

Mr. Grimm: You understand that there's no one in this room or anywhere else that are going to say that it's not working at this point.

Mr. Antolovich: Yes, but...

Mr. Smith: Which is the problem. We're trying to represent our residents, the members of the CDD.

Mr. Antolovich: Yes.

Mr. Grimm: With our fiduciary responsibility. But we're basically being told...

Mr. Antolovich: If we have a survey that says, *"Oh look this is actually 10 inches lower than it was supposed to and there's no way that's natural,"* then that looks like it would be more implementation fault. Right?

Mr. Grimm: But it still goes back to Lennar knew that that was potentially going to happen.

Mr. Antolovich: Well, I mean unless it is supposed to be 10 inches higher and the construction did it incorrectly. I mean it would all boil down to, if that was the case, then it's trying to do a lawsuit or whatever. But without knowing those specifics, it seems like for remediation or finding out if there was poor implementation, result in a survey. That's what it sounds like to me. Because how do we say it was implemented incorrectly?

Mr. Grimm: You're going to have to get some sort of support for it anyway.

Mr. Antolovich: Yeah. I mean I'm with you. It seems like if it's supposed to drain in the pond, if it doesn't, somewhere that is not correct. However, I'm also not in the world of being a developer and maybe that's good enough or maybe it's somewhere in between. I don't know. But without an actual matrix to go off of, it just goes back and forth.

Mr. Grimm: It could be blamed on the city. It could be blamed on the county. It could be blamed on the state.

Mr. Antolovich: Yeah.

Mr. Grimm: That's when you make calls to commissioners, mayors, legislators.

Mr. Showe: This issue comes up a lot. Especially when resident Boards take over from a developer, they find things that weren't where they were supposed to be. Yes, there's an ideal way to build something, but that doesn't necessarily mean that's what the developer did that met minimum code.

Mr. Grimm: There almost needs to be a new construction resident Bill of Rights.

Mr. Antolovich: I know.

Mr. Grimm: You all laugh.

Mr. Antolovich: I agree.

Mr. Grimm: But there's a teacher Bill of Rights. There's a student Bill of Rights. There's a parent Bill of Rights. Now there's a school Board Member Bill of Rights. I'm just speaking on education, because I'm a teacher. So, as we explore this, maybe just like Take All Root Rot, where the CDD brings change to some of these things.

Mr. Antolovich: Probably not.

Mr. Grimm: So, we need to make a motion not-to-exceed?

Mr. Showe: I think the direction is to have the District Engineer come back with a proposal for surveying.

Mr. Boermans: I think we should do what Travis said, let's wait until at least we have a breakdown of the cost.

Mr. Grimm: Don't we want to do the survey first?

Mr. Antolovich: Next month we'll more information on how much surveying will cost and all of that stuff?

Mr. Grimm: That's why we're doing the not-to-exceed, so she can go ahead and get the survey done between now and then. Then maybe there's some guidance on recommended solutions, if they're different than this. So, then we know the cost of those projects and now we're not waiting a month to have the survey proposal or waiting another month to have the results of the survey, which then has the recommendations.

Mr. Smith: Without knowing a base price of what it's going to cost, I always set a budget. I just usually am against that. Like, if I say, "*If we go with \$4,000 and it comes back \$3,500, maybe it would still be \$2,000.*" So, that's why I'm well against that.

Mr. Grimm: Not holding her to the fire, but she mentioned a couple of thousand dollars for the survey. I would imagine then, based upon the hourly rates that I've seen in the contract, it's probably two to four hours after that. I'm just spit balling numbers here, so I would say we should approve a not-to-exceed of \$4,000. But again, if you guys want to wait.

Mr. Showe: You can certainly do a not-to-exceed. What you can also do is delegate authority to the Chair or to someone to execute when she has the proposal.

Mr. Grimm: I think Travis' concern, is that if we say a not-to-exceed of \$4,000, then they're coming back with a cost of \$3,999.

Mr. Antolovich: But I also don't want it to be normally at \$6,000, but we will just do part of it for \$4,000.

Mr. Scheerer: That's not the way it works.

Ms. Carpenter: Well, maybe just wait till next month. At the same time, you guys can be thinking about it over the months, so perhaps you can have some ideas as well as the proposal.

Mr. Grimm: Can we grant authority to Willem?

Mr. Showe: Yes.

Mr. Grimm: As the Chair that says, *"Based upon the quote for the survey that we get, if it is a not-to-exceed of \$2,500."*

Mr. Showe: Yeah, you can certainly make that motion.

Mr. Grimm: Then we grant him the authority to approve the survey to happen, so when we come back, the survey's done and we have the recommendation. If it exceeds \$2,500, then we wait until the next meeting.

Mr. Boermans: Okay. Sounds good.

On MOTION by Mr. Antolovich seconded by Mr. Smith with all in favor approving a not-to-exceed of \$2,500 for the survey work for the trail and authorization for the Chair to execute the proposal was approved.

Mr. Showe: Is there anything else on the engineering side? Okay.

C. District Manager's Report

i. Approval of Check Register

Mr. Showe: Then we can proceed to the District Manager's Report. We'll go to the Check Register. In your General Fund, we have Checks #1707 through #1721, as well as July payroll, for a total of \$84,826.50. There is a summary of those invoices that follow. I will note that many of them are just transfers from your General Fund to your debt service. Alan and I can take any questions, or we can take a motion to approve.

On MOTION by Mr. Grimm seconded by Mr. Smith with all in favor the June 30, 2026 through July 29, 2024 Check Register in the amount of \$84,826.50 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. In your General Fund, we are performing about \$60,000 better than budget to actual. So, we're in great shape there. As far as your assessments, we are at 100% collected. So, we're in great shape on your assessments as well.

Mr. Grimm: I apologize. Since there's no action on this, just going back to Engineer, the contract is from 2015 originally. Is that the most recent one that we have?

Mr. Showe: Yeah.

Mr. Grimm: So, nothing's changed on fees or anything?

Mr. Showe: Well, they may change their fees, and I think that's kind of spelled out in the contract.

Mr. Scheerer: The Board would approve that.

Mr. Showe: Typically, sometimes they'll bring back a fee schedule, if there's a significant change in the fee schedule.

iii. Approval of Fiscal Year 2027 Meeting Schedule

Mr. Showe: Then the next item that we have, just for compliance purposes, is the approval of the Fiscal Year 2027 meeting schedule. We've kept the same schedule at the same location at 4:00 p.m. Again, we are required to advertise an annual meeting schedule. So, we can take any questions or comments from the Board or a motion to approve.

Mr. Smith stated just one question. How long in advance do we want to maybe have one meeting during the year in Storey Park?

Mr. Showe: We are required to advertise meetings seven days in advance in the newspaper. So, what you can do, is say you wanted to have the March meeting in Storey Park. If you let us know at that February meeting that we want to move our March meeting to that location, that's fine. We'll have plenty of time to advertise.

Mr. Smith: Okay.

Mr. Showe: Again, we would like to have it done this way. You can make changes to this. We can cancel meetings. You can add meetings, but this sets up for the year, a schedule which is required by the Statute.

On MOTION by Mr. Boermans seconded by Mr. Antolovich with all in favor the meeting schedule for Fiscal Year 2027 as presented, was approved.
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iv. Presentation of Series 2021 Arbitrage Rebate Calculation Report - ADDED

Mr. Showe: Finally, just for presentation, we have your Arbitrage Rebate Calculation Report for the bond Series 2021. This is a required notice of the bonds. It's a test that we have to perform annually, to make sure we're not making more in interest than we're legally allowed. Basically, at the bottom of the third paragraph on the first page, it says that there's no amount that must be on deposit. So, that means we're in compliance.

D. Field Manager's Report

Mr. Showe: We'll roll on to Alan's report.

Mr. Scheerer: Yeah. Before we get on to the next agenda item, I just have a couple of updates. I met with Fausnight Stripe & Line to finalize the sign location and did a complete audit. I had an email that there were some signs removed. We've identified those locations. We also have some signs that are fading. So, we're looking at getting those replaced, along with the temporary parking over at the Clubhouse in Parcel K. Hopefully we're going to get that going as quickly as possible. We also installed no motorized vehicle signs at the entrance of all the trail heads. That was something that was requested. It took a little bit to get it done, but we got it completed finally and added some more no fishing signs along Storey Park Boulevard. The Stanza monument has been re-landscaped. If you haven't seen it, it has new mulch. It has some new dwarf exoras. Hopefully the Board likes that. We have a resident that's sending us some additional renderings. They would like to see a little bit more, which we can tackle at some point in time. But as far as everything else, the place is looking pretty good. We're meeting with OmegaScapes typically every Friday and we do our site visit and I review all the landscape and irrigation inspections that they send me.

Mr. Grimm: What about the striping?

Mr. Scheerer: That's a good thing you brought that up. That will be all part of your 2027 budget. We already did the ones for this year. In 2026, we did everything west of Story Time Drive. So, that was that phase. Now one of the things that I wanted to bring up and thank you for bringing that to my attention, is I think we have allocated for 2027, all of the striping in the next phase east of Story Time Drive. But in my opinion, the striping is much worse in Parcel K. So, we may come back to the Board and say, "*We would like to do Parcel K next,*" because it's about \$30,000 per location.

Mr. Smith: I have lived on Imaginary Way for seven years this month and nothing has been done on that side. It looks pretty bad and I want to make sure that that gets done.

Mr. Scheerer: You're talking about the pedestrian striping.

Mr. Smith: No, no, just along the road.

Mr. Scheerer: All we're doing with the striping, is what we did on the west side, which was stop bars and pedestrian striping and alleyways.

Mr. Smith: Are we not doing the curves?

Mr. Scheerer: We're doing the curve lines.

Mr. Smith: If you drive down Imaginary Way, it's pretty faded.

Mr. Scheerer: Well, I have pricing to do both sections and it's rather pricey. It's like \$70,000. So, that'll be up to you guys, if you want to do both or if you want to hold off or you would rather that I go through with the contractor and we can audit the worst areas. It would be better if we did one whole section at one time. This way it's all done. I know that there were a few pedestrian crosswalks in Parcel K that were brought to our attention. I think we can add those without any direct impact to your General Fund budget or your capital and we can look at those. I think there were three or four that were brought to Jason and my attention recently.

Mr. Smith: Yeah, I would also highly suggest looking at them.

Mr. Scheerer: Well, you'll do the whole thing. If we do it, it will be everything east of Story Time Drive. Story Time connects Dowden Road to the middle school. So, we would do that whole section.

Mr. Smith: Okay.

Mr. Scheerer: That includes Story Time Drive, Folklore Lane, Ballard Place, Satire Street, Ampersand Drive and some of the other English names that they place for those signs. But we can do that and then we can pick and choose whatever we got left in Parcel K, if that's what the Board wants to do.

Mr. Smith: Would that be part of our capital or would it be operating?

Mr. Scheerer: Based on the dollar amount, that should be a capital expense.

Mr. Showe: Yeah.

Mr. Smith: We have \$500,000. If we don't need to do it...

Mr. Grimm: You can't see it in Parcel K.

Mr. Scheerer: Yeah.

Mr. Grimm: Especially with the new areas, the signs aren't going to do it.

Mr. Boermans: In the worst case, if we come to that point, can we take any monies out of capital reserves?

Mr. Showe: Absolutely.

Mr. Scheerer: Absolutely.

Mr. Showe: It would just be a Board decision.

Mr. Scheerer: You guys would just have to say yes or no. I already have the numbers. I've got them for all three phases. Fausnight is honoring them, regardless of how old the proposal is. Like I said, I just met with them yesterday. We reviewed everything related to signs, curbs and striping. As soon as I get the sign in, then we can attention to detail on the striping, if you want.

Mr. Smith: Okay.

Mr. Scheerer: But we've already done what was allocated for 2026. That was already done.

Mr. Smith: I don't know if we should wait until the next meeting or the next fiscal year, but can you bring back the proposal for both?

Mr. Showe: I think we can bring one to the next meeting.

Mr. Scheerer: Yeah, I can bring it back for you. Absolutely.

Mr. Showe: Again, you have money in capital. The fiscal year line in your capital, kind of is just an arbitrary line. It is more for planning purposes. If you have funding in there and you decide to move forward, it doesn't matter that it's this year or next year.

Mr. Scheerer: Right.

Mr. Boermans: What do you think?

Mr. Smith: If you want to just do an inspection just to see.

Mr. Scheerer: I think we do them all.

Mr. Showe: I agree.

Mr. Scheerer: Because the improvement that was made in that section, west of Story Time Drive, was amazing. It's holding up really well so far.

Mr. Boermans: It looks very nice.

Mr. Scheerer: That's the difference between paint and thermoplastic.

Mr. Grimm: Is there not a guarantee on any of this stuff, especially with Phase K? I know that it was developed before all of the houses were finished.

Mr. Scheerer: Everybody drove over it while they were constructing the community.

Mr. Showe: It wasn't thermoplastic. Typically, they'll go to minimum code standards.

Mr. Scheerer: That's paint.

Mr. Showe: It's just paint on the road.

Mr. Boermans: It's the same with your home. You have to paint it within 3 or 4 years and replace your appliances.

Mr. Scheerer: Don't remind him.

i. Discussion of Hammock Park Turf

Mr. Scheerer: With that said, I know at the last couple of meetings, we've been talking about Take All Root Rot.

Mr. Antolovich: We have?

Mr. Scheerer: We have. I know the attorney was tasked with reviewing the contract. I don't know if they want to start the conversation, but in your agenda, is the same proposal that was discussed last month. It's \$56,700, with a credit of \$20,000 being paid for by OmegaScapes and a cost of \$36,700 to the District, to replace the 37,800 square foot of sod with Bahia grass in Hammock Beach Park off of Satire Street.

Mr. Showe: It wasn't clear with the last proposal, that they were giving the \$20,000 credit. So, we just had them update it, so at least it was clear what the impact to the District would be, if you chose to move forward with it.

Ms. Carpenter: You're looking at me. I guess I need to jump in.

Mr. Grimm: Can I share my comments that I sent to you?

Ms. Carpenter: Sure.

Mr. Grimm: So, the other Board Members know what I sent out. I just looked through the 70 pages of the contract with OmegaScapes and did not see anything that specifies what diseases or fungi are covered or not covered. So, as I said before, the lack of specifics and details should fall on OmegaScapes or the subcontractor. Additionally, I've attached some language that I'm curious about. Have these things been done, i.e. reports, etc. background checks? Is there proof of the background checks that are in the contract? Are fertilization certifications required per the contract? Additionally, I don't see TruGreen listed as a subcontractor. I didn't know if they were doing business as someone else.

Mr. Scheerer: They had a different company prior to when they started.

Mr. Grimm: Unless they're doing business as someone else.

Ms. Carpenter: Is that the correct contract? I thought there was a shorter contract that was done after the 70-page contract. Isn't there a 2024 contract?

Mr. Showe: Yeah, there was a subsequent contract. The one that he had, had the full scope, which they bid on and then the subsequent contract was the renewal.

Ms. Carpenter: There was a summary of the full scope.

Mr. Showe: Yeah.

Mr. Grimm: So, the things that I attached and highlighted said, *"All personnel applying fertilizers, insecticides, herbicides and fungicides, must be certified by the Florida Department of Agricultural and Consumer Services. These individuals should be best management practices certified and hold a limited certification for urban landscape commercial fertilizer or a certified pest control operator or an employee with an ID card working under the supervision of a CPCO."* In addition, it said, *"The reduction of irrigation water during the Winter season, will dramatically reduce the potential for fungus disease problems. The contractor will be responsible to manage settings of irrigation timers,"* which I know has been brought up. The question is when was that brought up? Item C says, *"The contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. The contractor agrees to screen all crew members for criminal background, advise management and non-employed persons for this contract, that have been convicted of or pled guilty to a felony, crime or misdemeanor to which management objects. Also, the contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents. It is the contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damages, i.e. funguses, bacteria. It is also the contractor's responsibility to treat these conditions in an expedient manner."* You answered the question about triggering. *"The contractors shall coordinate the services of any subcontractors and remain fully responsible under the terms of this agreement. The contractor shall be and remain responsible for the quality, timeliness and coordinate all of the work furnished by the contractor or its subcontractors. In addition, we will have an irrigation technician onsite for one week each month to inspect the system."* When they say, *"We,"* that's them saying that they will have somebody one week each month, to inspect the system as specified. *"Incidental repairs will be made during this time. Larger repairs will be estimated, approved and scheduled to be completed within the District's timeframe. Fertilization and pest control services will be handled with monthly visits and applications to fulfill the specifications of the RFP."* This is the part that I circled. *"Reports for both services will be*

provided to the District as required. Soil shall be tested at a reliable testing facility once annually, or more often if needed to monitor for pH and chemical makeup. The results will be provided to management, along with the contractor's recommendation, as to any changes in the turf care program based upon these results." That's it. Counsel wouldn't have the answers to those questions. Staff would have to provide those.

Mr. Antolovich: The other one was in Section 1.6, *"Treatments of turf areas for infestation or disease shall be the responsibility of the contractor."* If we have disease that needs to be treated, that right there sounds like it's the responsibility of OmegaScapes.

Ms. Carpenter: Can I jump in?

Mr. Grimm: Yeah, absolutely.

Ms. Carpenter: Okay. Yeah, we've looked through the contract and the newer contract was more of a summary. In looking at our experience of landscaping, one of the biggest issues you face, is the competing positions, the contributory negligence. One, they were responsible for irrigation. Were they the only one that had access to the irrigation or could anyone else have turned it on or off? We would have to show that there was no one else that could have been responsible for the irrigation, changed the irrigation. There would be tests of reasonableness. A lot of those things in the contract are great lawyer language. We love drafting contracts, but when it comes to going to court to say you have a cause of action, you have to look at the reasonableness. If they're there four and a half days a week, are they under a four and a half day a week schedule? Is it reasonable for them to know exactly what days it rained or it didn't rain, since unfortunately in Central Florida it can be pouring and then three blocks away it's not raining? So, you have natural forces. Could they have been responsible for rain? Obviously, everybody goes to AI to research root rot and sees that it is caused by over watering. But it is a naturally occurring fungus in the south. So, do we prove that it was maybe there before they even took over or it's something new? We would have to be able to get consultants to be able to prove that this is something that they could have spotted sooner than they spotted it and they were able to adjust and treat it when they did or whether they did was reasonable. The reasonable man standard is really the biggest standard that a court would look to. So, even if you spend all of the time and pull all of the records, yes, I agree. You should go and say, *"Okay, these are the things that you're required to do by the contract and we want to make sure that we have everything and you are abiding by the terms of the contract."* We have reports and everything else. But then in

order to file a suit or make a claim, we would have to be able to be confident that we have the information to support the position. Was it reasonable that when they saw it, they did it or would somebody else who came out and inspected say, "*No, absolutely not. No one could know root rot at this point?*" You have to wait until it gets to a certain point to be able to recognize it. Same with applying fertilizers, applying fungicides and all of that. There are certain requirements of when they can apply and when they can't apply it. Were they licensed to do it? Were they able to apply it, did they apply it in a reasonable time, a reasonable amount, all of that other good stuff? Again, I'm not advocating, but I just want to make sure, because I hear your points on the contract, but looking at it, is over watering the cause? Is the fungus the cause?

Mr. Grimm: I don't believe that many of us have said over watering was the cause.

Mr. Antolovich: I guess my question though, in 1.6A it says, "*Treatment of surf areas for infection or disease shall be the responsibility of the contractor.*"

Ms. Carpenter: They will come back and say that they treated for it. They weren't able to save it, but they treated for it.

Mr. Grimm: No ma'am. They did not treat for it.

Mr. Antolovich: Well, they applied one round of treatment. Right?

Mr. Grimm: Well, that was after...

Ms. Carpenter: Yeah, again, I don't know all of the facts. I'm just giving you advice. If you want to send a demand letter asking for more, we can do so. They've obviously agreed that they have some responsibility, because they agreed to pay \$20,000. Is it the Board from a reasonableness, willing to pay the money to file a lawsuit and get all of the information, get a turf consultant, get a landscaping consultant and get an irrigation guy? I don't know whether they're all the same or whether you need different people to be able to say whether it's reasonable or not. Because you don't want to go and spend that kind of money, if you don't know that you have a position.

Mr. Grimm: Yeah.

Ms. Carpenter: That's where you get something like this. \$37,000 is a lot of money, but if you're going to spend \$25,000 to go after somebody, these small issues are insignificant.

Mr. Grimm: But it's not a small issue. It's almost a \$500,000 contract.

Ms. Carpenter: The contract is \$500,000, but the issue is \$37,000.

Mr. Smith: It is the legal cost of going after them.

Mr. Grimm: I understand what you're saying about the legal costs. What I'm saying, big picture, this is a company that we pay, nearly off of the top of my head, almost \$48,000 a month. Does that sound right?

Mr. Antolovich: Yeah.

Mr. Grimm: To provide a service. I sent Jason two pictures, as I was headed back to work yesterday. I know that we hear about where they took over, who they took over from, as the continuous reason that the conditions are what they are. But I sent him a picture of a small area over near the dog park in Phase K. We're not getting our Return on Investment (ROI) on our \$500,000.

Ms. Carpenter: That's the business issue.

Mr. Grimm: Absolutely.

Ms. Carpenter: For the Board to make.

Mr. Grimm: So, if I can ask a question to staff, are there any reports that I highlighted in my comments, based on what was required by the contract?

Mr. Scheerer: Well, I get the regular Irrigation Report and meet with the contractor every week, but as far as the internal workings of I-9s and vetting their employees...

Mr. Antolovich: Moreso the certifications.

Mr. Scheerer: The certifications were listed in the original RFP, at the time that they were hired.

Ms. Carpenter: We could certainly make a demand that they provide all of the license numbers for all of the people that they have onsite now and up to date licenses.

Mr. Scheerer: I don't have them handy, sir, but I know that every time we go out to bid with other companies and they're part of that bid process, all of that information is included in their bid document. But I have no doubt that they're all licensed, insured, be it best management practices, certified pest control operators. We do have a knowledgeable person in Shane that's onsite, with multiple years of experience. He works consistently with the landscape consultant next door at the new apartments. He's got a ton of experience. I'm looking at Irrigation Reports that I get on a monthly basis, so I know all of the irrigation stuff that is going on.

Mr. Grimm: Have any of you ever seen an Irrigation Report?

Mr. Scheerer: They don't typically go to the Board, but if you want them.

Mr. Showe: We have them. We can certainly include them with the agendas, if the Board requests them. It's not a secret.

Mr. Scheerer: I get them through a smart link. I receive the Inspection Report, the inspection proposal and then I have to respond to the proposal after I go through it. But these aren't things that are shared with the Board. Most Boards don't typically want this, but here's a sample of what that looks like.

Mr. Boermans: I think what's important, especially to set a standard right now, is that this is not one area, but how do we proceed with the next area? We don't really know if it can come back in a different area. Are you all okay with this amount of money? Do you want to say, *"Let's go 50/50?"* What will be fair?

Mr. Grimm: I mean, as she mentioned, this is a business thing. I can almost come back. It's not negotiation thing.

Mr. Smith: It is.

Ms. Carpenter: It's how you want to negotiate.

Mr. Grimm: Like I mentioned to him at the last meeting, we spent X amount of dollars of Bahia grass. It's not saying it's going to prevent it from happening again.

Mr. Scheerer: They said that.

Mr. Grimm: It's simply saying that it's not as likely, because it doesn't need to be watered.

Mr. Scheerer: Bahia grass doesn't require that much water, as opposed to St. Augustine.

Mr. Grimm: We were told that it wasn't a water issue. We were told that it was a soil issue.

Mr. Scheerer: Well, it is a soil condition.

Mr. Grimm: But the initial conversation, correct me guys, if I am wrong, but we were handed a document from the University of Florida and they said that it was most likely due to the poor soil that was used by Lennar. Who knows what was in the soil? It takes a substantial amount of time to show its ugly head. Yet, two guys who have been in the industry for, I'm sure 30, 40 or 50 years combined, this is their second time that they ever experienced this.

Mr. Scheerer: Yeah, we've never had it. It doesn't happen all of the time. I can't speak to that.

Mr. Showe: It's not a frequent issue.

Ms. Carpenter: I checked with one of our biggest employers in Central Florida, somebody who was out doing that. They said that they had seen it before, but had been unable to prevent it. These were the former Reedy Creek people that covered thousands of acres.

Mr. Grimm: Understood.

Ms. Carpenter: Just because I did ask around saying I have not seen this.

Mr. Grimm: But the document that they provided to us, at the very first meeting, was from the University of Florida Agriculture Extension. It says in their own document, that they provided to us, that it can be detected and it can be treated. So, that's where it was kind of like, *"Hold on a second. You're telling us it's undetectable, but in the document that you provided to us, it says it's detectable."*

Ms. Carpenter: Taking the other side, when was it reasonable to detect it?

Mr. Grimm: That's not our job. That's their job.

Mr. Antolovich: Yeah, but I think it boils down to, let's say that we take that stance and they say, *"No,"* what's the next step? Do we try to steer them to get them to cover it or do we try to come up with something else?

Mr. Smith: I think we try to come up with something else, but as Willem was saying, we need some baseline for these other areas.

Mr. Grimm: I figure while we're on this topic, we might as well stay on this topic the whole time. In my opinion, if we have to pay for this, is this the best avenue to pay for it? Is this the best usage of the funds or is there some other option that could be better? Because it might come back. We have no guarantee that it won't. Because if it's a soil issue, do we need to dig it all out? Like, at what depth is it okay? What else do we have to do to prevent this from happening again? Because if we're saying, *"Alright, it's on us, we're setting a precedent, we're going to pay for it to get it repaired,"* we can never go back and say, *"Well, we paid you to fix this or to repair the grass. You said this is the grass that's going to give us the smallest percentage of this coming back."* Because if it comes back, we have no leg to stand on. Okay? So, do we have a different plan? I don't know how big the park is. Is it something that would be worthwhile to do something different in this area and we just pull all of the grass out and put plants and rubber mulch down into that mulch? Is there some other idea that could be over a longer period of time?

Mr. Antolovich: That's a good point.

Mr. Boermans: I did send an email to Jason to suggest doing artificial grass.

Mr. Showe: We didn't even bring that to the Board.

Mr. Grimm: That's expensive.

Mr. Antolovich: We should do something different.

Mr. Grimm: Then just trying to replace it with turf grass.

Mr. Smith: When I look at how it's used, it's mainly people that are sometimes walking a dog in the morning or kids playing catch. I live very close to Satire Street. It overlooks the two retention ponds in the back of that trail. People use it. I've never really seen anyone use it when it was like the Hammocks.

Mr. Scheerer: They use them as a trampoline.

Mr. Smith: So, you see people walking out there walking their dog.

Mr. Grimm: So, let me ask you this question, Alan. I just want your opinion. You don't have to tell us what to do, obviously.

Mr. Scheerer: Don't make me make a decision for you.

Mr. Grimm: You said that they are giving us \$20,000, so we're going to invest the \$36,700, because they're obviously going to have to rip out that grass.

Mr. Scheerer: Yeah.

Mr. Grimm: I would hope that's a part of this.

Mr. Scheerer: It is.

Mr. Grimm: It is the same strip.

Mr. Scheerer: Yeah.

Mr. Grimm: Then put the new grass in. At that point we're saying, *"Alright, based upon Counsel's advice, we're doing as much research as we can."*

Mr. Boermans: It's pretty big.

Mr. Grimm: I'm going to recommend to the other Board Members, that if we go that route, we do an RFP, to coincide with what the HOA is doing. I believe it is in our best interest to at least explore soliciting RFPs for the CDD landscape contract. Because I believe it's an expensive cost. It's probably the most expensive cost and therefore, it should have the most ROI that the CDD residents have. Clearly that's not what's going on and I know you have so much time to try to turn things around and if the HOA eventually makes a change, I think it would

make the most sense to have the same company. I'm not saying that we have to have the same company.

Mr. Scheerer: It isn't going to work that way, because we have to do a public bid. We may not end up with the same company, is all I'm saying.

Mr. Grimm: We don't select one?

Mr. Scheerer: No.

Mr. Showe: Well, you rank them.

Mr. Scheerer: You rank them.

Mr. Showe: But you can't rank them based on what the HOA decides.

Mr. Grimm: I understand. I got you.

Mr. Showe: It makes the process complicated.

Ms. Carpenter: You choose the lowest responsible, qualified bidder.

Mr. Showe: Some Boards that are looking at having the same vendor, will let the CDD go through their process first. You guys select and then the HOA tries to negotiate a contract with that same vendor. It makes it a little easier, because I think our process is a little more cumbersome and challenging than the HOA's process.

Ms. Carpenter: Just to throw a little cautionary tale, landscaping now is getting very expensive, because of the cost of petroleum and gasoline. So, you may not get a lower bid, if you go out now. That's just what we're seeing.

Mr. Scheerer: You just adopted your budget, so that number may change.

Mr. Grimm: Is there a practice to have an RFP that might include paying for an expense of a certain job, if awarded a contract?

Mr. Scheerer: Are you talking about a performance-based contract?

Mr. Showe: Or certain projects, I guess is what he is asking.

Mr. Antolovich: Does that include an NDR fee?

Mr. Grimm: A signing bonus?

Ms. Carpenter: No, we have to bid. It's a high enough contract. That's creative. It's good.

Mr. Scheerer: The contract is up next year. In September, we would typically bid out anyway, because their time expired on the original agreement. So, if you want to do it now, that's up to you. But like Jan said, you guys just adopted your budget. I can't tell you what these contractors are going to come in at. We may be higher by \$50,000. We may be higher by

\$100,000. I'm not trying to sway you. We'll do whatever you guys want to do. But that agreement is up in 12 months, in September or October of next year.

Mr. Boermans: I think what's a good thing to say is, like now we're talking about just a small area. Out of your experience, how do you think that OmegaScapes is performing with the entire community?

Mr. Scheerer: Well, I think if we didn't have this root rot problem and notwithstanding some of the other weather challenges, I think they're doing a good job. We have a lot of freeze damage that's yet to be restored from our original freeze. So, once that freeze damage has been corrected, I think you'll see a big change in that. Are they doing an outstanding job? No, I don't have any that do outstanding jobs. It's a constant babysitting requirement.

Mr. Grimm: It depends on the grass.

Ms. Carpenter: If you want to negotiate with them as well, if they know they're being cut, that takes away some of your negotiating.

Mr. Showe: As an option, just as a thought, I mean obviously with this particular project, if the Board wants to put warranties or something in there, we can have Counsel draft up a front end document specifically for this work that would say, *"Hey, if we do this and it fails in the next three years, we're going to hold you responsible for it"* or some kind of reasonable timeframe. Typically, landscaping is a year.

Ms. Carpenter: Yeah

Mr. Showe: It is kind of an industry standard, but if you were inclined to approve it, you could have Counsel put some language in there, that gives you a warranty, at least on that particular piece.

Mr. Smith: I like that. But I was going back to the point Willem was making and the point that David was also making, in terms of the standard. If you read the contract, there's probably vague language and we can say, taking for example the dog parks in Phase K or some other bigger areas that we have.

Mr. Scheerer: There's a turf issue there.

Mr. Smith: Yeah, a turf issue.

Mr. Scheerer: It's the wrong turf.

Mr. Smith: Is there something that we need to document, like getting the soil tested or something else, so that we have a baseline? So, if it does show up somewhere else, we're going to be having the same discussion again.

Mr. Scheerer: If I may, whichever way you choose to do an RFP, because we're going to end up there eventually, that RFP will come to you guys.

Mr. Showe: Yes.

Mr. Scheerer: You guys are going to review the RFP. You're going to approve the form of the document.

Mr. Showe: You'll have the full scope, the full language. That will all come before the Board. You can make the contract; however, you want.

Mr. Smith: No, I guess I'm meaning for like this current contract. Fast forward three months or four months while we're still with OmegaScapes, if something else would continue or something else comes up, I think you were making the comment on the precedents, if it comes up, we've acknowledged that it's not covered in the contract.

Ms. Carpenter: We could certainly put something in the contract, that the District will pay this much and they're contributing this much. We want a two-year warranty and we want testing to assure it's not coming up anywhere, because the District is not taking the responsibility.

Mr. Smith: Yeah.

Mr. Showe: We can build the contract language that refers to that.

Ms. Carpenter: We can make it as firm and tight as we can.

Mr. Smith: Yeah.

Ms. Carpenter: We'll come back with what I said in the beginning, but we can make it as firm and tight as you want.

Mr. Boermans: I think that's important, especially the next time when another area pops up. We want to be sure that we're protecting everybody's investment.

Ms. Carpenter: Oh of course.

Mr. Smith: So, we're going to get language. Do you want to try to negotiate, say 50/50 or put that fourth as our option with the testing and some guarantee?

Mr. Grimm: If you do 50/50, they benefit, because \$57,000 divided by 2 is \$28,000.

Mr. Scheerer: \$28,000. He's a math teacher.

Ms. Carpenter: Yeah. Maybe you want to spend the time for a lawyer letter and I can lay out all of the things that you had to do for your contract or have Jason or Alan say, *"Hey, the Board has all of these legal issues. They could go after you. We don't want to do that."*

Mr. Grimm: Well, I was going to ask you, do you think if we can say, *"We're not paying for this, we need you to replace it per the contract based upon"* and highlight those points?

Mr. Scheerer: I think that's unreasonable.

Mr. Grimm: I'm just throwing it out there like that. I don't want to give them a scare tactic, but give a tactic that we have.

Mr. Showe: You certainly have that option.

Mr. Smith: But, again, this is where I always come down to. This is a public meeting and we have transcripts. Our strategies are laid out for the public. For me, we have a lot of concerns. I think we have a lot of valid reasons.

Mr. Grimm: Whether it's in the Sunshine or not...

Ms. Carpenter: Yeah, there are things that I'm not saying, in case we get to litigation.

Mr. Grimm: I just have a hard time saying that we have no legal recourse. It's written out in the contract, based upon the documents that they provided to us. I am doing my own research.

Mr. Showe: I think Jan is saying that you might have legal recourse. However, the cost of getting to that point, might be more than just repairing it. That's kind of the challenge.

Mr. Grimm: Yes.

Mr. Showe: But we can certainly draft a strong worded letter.

Mr. Grimm: The fact that there is going to be an RFP, whether it's now or later and then the rising costs, could be impactful to the residents. Maybe because we renew with them, it gives us a little bit of a discount when an RFP comes, which it should, whether it will or not, I don't know. Or a new company could be more expensive, because we're changing companies. So, it could have an impact, because if they just said, *"You know what, we'll take care of it completely,"* maybe we don't entertain an RFP. Maybe we are thankful for what they have acknowledged. At the end of the day, if OmegaScapes pays for it, it's ultimately going to probably go on to their subcontractor. I would imagine that's between them.

Mr. Showe: Yeah.

Mr. Grimm: Of course, I'm assuming.

Mr. Smith: Yeah. No, I think a big part of this, was they were giving some of it, like at cost and not passing it along. I think there are different ways that they managed it down.

Ms. Carpenter: Yeah. I hate being a lawyer, because I always throw out the negative. But the alternative is we say, "*We want you to pay*" and they say, "*We're not going to, come sue us*" and we cancel our contract. Then you're stuck having to go out and not knowing what your future cost is, just as a pure business. Because we've seen that happen before, too, where suddenly somebody gives 30 days and you have to quickly get somebody. Again. I don't know these folks. I haven't dealt with them before, so I don't know.

Mr. Grimm: If they don't pay, we don't necessarily cancel the contract.

Mr. Scheerer: They can.

Ms. Carpenter: They can.

Mr. Scheerer: They have 30 day out, just like we do.

Ms. Carpenter: We want to negotiate in good faith.

Mr. Grimm: I would be surprised if they did that.

Mr. Showe: I will say that it's happened before.

Ms. Carpenter: Yeah.

Mr. Showe: It's not an usual situation, but it has happened.

Mr. Smith: I guess I would go back with that 50/50, given that we do have our concerns. We're not conceding anything.

Mr. Grimm: Are you saying 50/50 of \$57,000 or \$37,000?

Mr. Smith: Of the \$57,000.

Mr. Scheerer: The \$56,700. Cut it in half.

Mr. Smith: We have different opinions. We're not conceding anything on the points. We don't agree with their position. But it is a partnership. We're working together on it.

Mr. Grimm: What if they come back and say, "*The best we can do is the \$20,000?*"

Mr. Antolovich: Then we'll see.

Mr. Smith: We'll see.

Ms. Carpenter: Yeah.

Mr. Showe: We just have to bring it to the next meeting.

Ms. Carpenter: Yes. If I have to write them a letter or we get involved, then they're going to be spending the \$10,000 or \$15,000 on the lawyers. So, there's probably a little room in there.

Mr. Boermans: The only difficult part now, is the difference is \$7,000, right?

Mr. Showe: Yeah.

Mr. Boermans: A lot of the homeowners have not been able to really enjoy the park. Is it really worth it to wait another month to do it? Yeah, because now the park has been like this for a little bit and we're not using it. So, is it really worth it?

Ms. Carpenter: You do want to put the sod in during rainy season, before it gets too dry in the Winter.

Mr. Scheerer: As long as we don't over water.

Mr. Boermans: So, my personal opinion...

Ms. Carpenter: Leave it to Alan.

Mr. Boermans: I think we should approve it, but with a three-year warranty. We're not going to set this up for the future. This is a separate case and it doesn't say anything on future cases. So, if there's a new case, it will be dealt with like a separate new case.

Mr. Smith: I'm okay with that part, but I still think there needs to be some testing. But because you said the language in terms of, they are responsible for what's there and they're arguing that it's not, because it's already in the soil, I think there's a fact base that's still missing.

Mr. Boermans: I would like more than a three-year warranty on this.

Mr. Scheerer: You're going to bid them out next year, too.

Mr. Grimm: Yeah. Do we have to go to bid next year?

Mr. Showe: With the contract expiring and given the size of your contract...

Mr. Scheerer: It's over \$195,000.

Mr. Showe: You really don't have much of a choice.

Mr. Scheerer: They could be reselected maybe.

Mr. Antolovich: To them its, *"Here's the service we need and here's how much we're willing to help out and do it for. If you don't like it, it's your grass, you don't have to do it."* Their bid is up next year and they can say, *"Sue us."*

Mr. Grimm: So, if they're the lowest bid, we have to?

Mr. Showe: No. You're going to have a score sheet. So, price will be typically 20% and then you rank all of the other vendors on four other categories.

Ms. Carpenter: Qualifications and experience. You go through and approve a ranking sheet when you approve your bids.

Mr. Scheerer: We can share that with you. I just did one at Wellness Ridge in Claremont. It's a rather exhausting process.

Mr. Showe: It's a cumbersome process. It will take a couple months to get through the whole thing, between having you guys approve the scope, doing it and making sure that we have a good map.

Mr. Scheerer: It has to be in the newspaper for 30 days.

Ms. Carpenter: We do a contract up ahead of time. So, you all have input in it and the person who gets the bid knows what they have to sign.

Mr. Scheerer: Yeah, they get a sample contract. All of the forms are included.

Mr. Grimm: Is there such a thing as a cost share, similar to what the apartments do for the road, but for landscape? It might impact the overall cost of a contract, when it comes to maybe sharing with the HOA. Is that such a thing?

Mr. Showe: Well, we can't contract for HOA property.

Mr. Scheerer: We can only perform services on CDD owned property.

Ms. Carpenter: So, it may give the HOA a break, if they use who the CDD is using.

Mr. Scheerer: I think they're making a decision soon. Tomorrow is the Town Hall.

Ms. Carpenter: That's really soon.

Mr. Scheerer: Yeah, that's soon. I'm interested in knowing who you have coming to the meeting.

Mr. Grimm: There are five companies.

Mr. Scheerer: Yeah. We just had one that had 10 companies.

Mr. Smith: So maybe in line with what you said Willem, I'm fine with \$7,000 with a three-year warranty, but maybe give you flexibility.

Mr. Antolovich: If their contract is up in a year.

Mr. Showe: I would say any more than a year, is probably challenging, because if you do change vendors, their warranty is not going to be worth the paper it's written on, because somebody else is going to be taking care of it. As soon as there's an issue, they're going to say, *"Well, they're not maintaining it right, so a warranty is not applicable."*

Ms. Carpenter: I have not seen any warranties more than a year.

Mr. Showe: For landscaping, a year is standard.

Ms. Carpenter: A year is good, if you can get a year, in most cases. You could delegate to the Chairman with some parameters to start with and get the best, which is higher than at least something, which is hard to put on the record.

Mr. Grimm: I'm not overly thrilled.

Mr. Boermans: Same.

Mr. Scheerer: None of us are.

Mr. Antolovich: People are complaining, because it's been going on for a while. So, there's a certain point of how much money we want to save versus the cost of not making it look good.

Mr. Grimm: How many people know what's going on there?

Mr. Scheerer: We received a handful of calls.

Mr. Antolovich: Is there reason for it or the people who complain about it?

Mr. Showe: We did send out an email through the HOA.

Mr. Antolovich: The Board's involvement, you know the conversations that most of them probably didn't happen, might not be done at all.

Mr. Grimm: But when it comes down to it, they want to use it.

Mr. Scheerer: With that area, I know David, you started to ask some questions about what else you could do. You could repurpose some of that park. Add some pavers or some more benches, maybe a few pergolas and minimize that footprint.

Mr. Grimm: That was the other question.

Mr. Scheerer: You could put in another dog park.

Mr. Grimm: That's not going to change the cost.

Mr. Scheerer: No, it's not. But in the future if you want, because there's no guarantee it's not going to come back. So, how do you minimize that? You change the footprint. Just some ideas on that.

Mr. Grimm: Well, since I'm the one that started this whole friggin circus, I guess that I would make a motion to ask that Counsel drafts a letter that requests the 50% cost share between us and OmegaScapes at the \$57,000 cost, which would basically be around \$28,000.

Mr. Scheerer: \$28,050, I think is what it is.

Mr. Grimm: She wants the exact number.

Ms. Carpenter: Sorry.

Mr. Boermans: It was \$56,700.

Ms. Carpenter: I'll draft a letter and they'll review it.

Mr. Scheerer: It is \$28,350.

Ms. Carpenter: Okay, very good.

Mr. Grimm: Then as far as the RFP, I will table that. With a warranty of a year.

Mr. Showe: Yeah.

Mr. Grimm: Did we want testing?

Mr. Scheerer: Well, they need to continue to test.

Mr. Antolovich: Appropriate preventative testing.

Mr. Scheerer: Yeah.

Mr. Showe: So, are you making that motion, David?

Mr. Grimm: Yes, 50% cost share. Do we need to put language in there that says they're acknowledging responsibility for it?

Mr. Antolovich: I don't think anyone wants to acknowledge responsibility.

Ms. Carpenter: No.

Mr. Showe: I think what the acknowledgement would be, that I heard from the Board, is that we are acknowledging that should this happen again, we're not agreeing to the split cost again.

Mr. Smith: Yeah. We're doing this in the spirit of our partnership.

Mr. Showe: Correct.

Ms. Carpenter: Yes. Some of us have a spirit of partnership.

Mr. Smith: I mean, I do deals for a living.

Ms. Carpenter: To get this figured out for the best and the spirit of the partnership.

Mr. Grimm: I'm of the mindset, I pay for a service, I expect a result. Looking at the community, we're not getting that.

Ms. Carpenter: Try to get a good result. Okay.

Mr. Showe: Also, I think Alan and I, on the back end, we're going to start doing the prep work for the RFP, since we know it's coming. We'll have it probably in January.

Mr. Scheerer: We already have a basis for it, because we did it before.

Mr. Showe: Knowing timing-wise, probably at your January meeting, we'll ballpark to bring you back the start of that, so that you guys have sufficient time to review all of the documents.

Mr. Scheerer: Yeah. Plus, we want numbers prior to going out for bids.

Mr. Grimm: I mean, at the very least, it's a residential request.

Mr. Boermans: Do you want to give me the RFP?

Mr. Antolovich: It's a separate thing from the motion.

Ms. Carpenter: Okay.

Mr. Antolovich: So, let's finish this motion.

Ms. Carpenter: What are you going to table?

Mr. Antolovich: The RFP.

Ms. Carpenter: Okay. So, we need a second of the motion and then discussion.

Mr. Grimm MOVED to authorize District Counsel to draft a 50% cost share 50% cost share with OmegaScapes on the \$57,000 cost and Mr. Antolovich seconded the motion.

Ms. Carpenter: The discussion was the question of if they agree to this, then we go ahead and get a contract signed and get the work done and Willem is authorized to sign it.

Mr. Smith: Yes, but what happens if they reject it?

Mr. Antolovich: Then we talk about it next month.

Mr. Showe: Then we just bring it back.

On VOICE VOTE with all in favor authorization for District Counsel to draft a 50% cost share 50% cost share with OmegaScapes on the \$57,000 proposal, was approved.

NINTH ORDER OF BUSINESS

Public Comment Period

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Boermans: Just two questions for Alan.

Mr. Scheerer: Just two?

Mr. Boermans: Yeah. A parking sign was stolen.

Mr. Scheerer: Yeah, we talked about that.

Mr. Boermans: Do we leave it how it is or do we go after the homeowner?

Mr. Showe: We have to have evidence.

Mr. Scheerer: We need to see physical evidence that they actually stole the sign. We're going to replace the sign, because I don't know where the sign is.

Mr. Showe: Certainly, if whoever witnessed it, can send me an email saying, "*Hey, I witnessed this person,*" we can send them a letter and ask them for it, but we have no real legal recourse.

Mr. Boermans: I'll talk to the two people then.

Mr. Showe: Yeah. Just have them shoot me an email with the information. We can send them a letter and ask for reimbursement.

Mr. Grimm: They took the parking sign out of the grass?

Mr. Scheerer: Yeah. They took it right out in front of the house.

Mr. Boermans: The last one is, at the History playground, the gate is broken.

Mr. Antolovich: Again?

Mr. Smith: Which one?

Mr. Scheerer: History Avenue.

Mr. Showe: Are there any other Supervisor's Requests?

Mr. Antolovich: Last question, can residents call in for these meetings?

Mr. Showe: Residents can call in. We typically don't advertise the number, but they certainly can. Brandon emailed me earlier and I gave him the number.

Mr. Antolovich: Okay, because I had some people ask me about that.

Ms. Carpenter: We don't put it out in a public thing, because we've actually had some nasty things happen.

Mr. Antolovich: Okay.

Mr. Showe: It's typically for staff and Board Members.

Mr. Boermans: It becomes a mess.

Ms. Carpenter: Yes.

ELEVENTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

TWELFTH ORDER OF BUSINESS

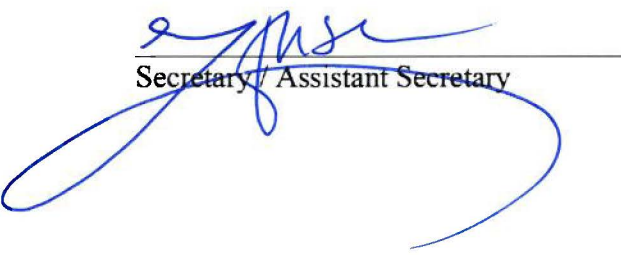
Next Meeting Date – September 1, 2026

The next meeting is scheduled for September 1, 2026.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Antolovich seconded by Mr. Smith with all in favor the meeting was adjourned.
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Secretary / Assistant Secretary



Chairman / Vice Chairman