

**MINUTES OF MEETING
STONEBROOK WEST
COMMUNITY DEVELOPMENT DISTRICT**

The workshop meeting of the Board of Supervisors of the Stoneybrook West Community Development District was held on Wednesday, **November 19, 2025**, at 5:30 p.m. at 1201 Black Lake Blvd., Winter Garden, Florida.

Present and constituting a quorum:

Tom Alexander	Chairman
Tiffany McVeigh Acireale <i>joined late</i>	Vice Chair
Jennifer Odom	Assistant Secretary
Lori Naegele	Assistant Secretary
Eli Gray	Assistant Secretary

Also present were:

Tricia Adams	District Manager, GMS
Katie O'Rourke	District Manager, GMS
Scott Clark	District Counsel
Pete Glasscock	District Engineer
Rob Szozda	Field Manager, GMS
Bruce Abramowitz	HOA President SBW
Brian Naegele	VP of SBW HOA
Brian Hess	Counsel for SBW HOA
Jacquelyn Proctor	Stone Creek HOA President
Eryn McConnell	Westbrook HOA Counsel

FIRST ORDER OF BUSINESS

Call to Order

Ms. O'Rourke called the meeting to order at 5:33 p.m.

SECOND ORDER OF BUSINESS

Roll Call

Ms. O'Rourke stated four Board members were in attendance.

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THIRD ORDER OF BUSINESS
FOURTH ORDER OF BUSINESS
FIFTH ORDER OF BUSINESS

SIXTH ORDER OF BUSINESS
SEVENTH ORDER OF BUSINESS

Stoneybrook Ownership and Pond Map
Memorandum of Understanding
Stoneybrook West Provisions Regarding
Pond Banks
Stone Creek Stormwater DCR Excerpts
Westbrook DCR and Plat Excerpts

Mr. Clark stated the repairs and problems that happened with the stormwater are all from the same pot of money. Whether it's the CDD's money or particular associations money, it is all an expense of the residents and the property owners of the different neighborhoods of Stoneybrook West. The CDD's desire is to do two things. First, where there are stormwater failures or problems which tend to happen with more frequency as the neighborhood ages, we want to have a guideline and know who is responsible for what. The task was to try to answer that question and to try to identify the most efficient way to go ahead with repairs. The documents essentially assign different responsibilities for different things. We have a somewhat unique situation where there are roads owned by association entities under which there are stormwater facilities that are the permit responsibility of the CDD. Then there are recorded covenants and restrictions that have different provisions about who is responsible. The general scheme in all of the neighborhoods in the documents is that a property owner is responsible for that portion of the stormwater management system that's within the boundaries of that entity's property.

Westbrook has somewhat contradictory provisions because there's a provision of covenants that says CDD will do it, then there's another provision in the covenant that suggests the association will do it, and then there's a plat dedication that says the association will own and maintain all these things related to the stormwater system.

The provisions have created confusion and delay when sometimes delay is not good. The Board decided to get everybody together and talk about it and figure out what they agree about and what issues they need to solve to get clarity and come up with a template that they all agree with. With the help of the engineer, a property ownership map was developed which is intended to be a maintenance guide of all of Stoneybrook West. That is the starting point to see who owns what and who's responsible for what. The CDD owns most of the storm water ponds and if there's a problem in a pond on CDD property that they own, it's completely a CDD maintenance responsibility. The streets have this bifurcation where there's a component that's the association and then there are pipes and other structures within that. Most of the conflict and questions that

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arise are because of that. If a pipe fails or an inlet fails, then the street above it will fail as well. The questions they want to figure out is how to deal with that.

Another part to figure out is the provisions that say if a part of the stormwater system is within property that is owned by one of the associations, CDD, golf course then the maintenance of that if something goes wrong is the responsibility of the property underneath which it sits. Scott Clark questions if that is the most efficient system of doing things but it is what the documents say. "Is that the best way to do it?"

Stone Creek is less of an issue with that. I don't know if there are Stone Creek association owned properties that have stormwater facilities beneath them, but if so, there is not many. A stormwater problem that occurs within street right of ways is a City of Winter Garden/CDD issue which is fairly simple. Scott Clark also believes it's fairly simple in Westbrook because of the dedication language. Most conflicts probably occur within the Stoneybrook West Association area where there are these bifurcated streets. There are pipes that leave from the street and travel through association property and travel through golf course property and there are other pipes that go through residential lots within drainage easements. "This Board and I have taken the position that those are CDD responsibility, even though they travel through a drainage easement on private lots." He noted when they have looked at it, they have taken the position that they are not talking about individual residential lots. They are talking about streets and common areas. They put together an agreement that expresses what they see to be the underlying principles and makes an attempt through a schedule to assign responsibility. This schedule is for discussion. This is what they think is consistent with the documents and the plats and rules that are in place. I would like to hear from some of you and your counsel on concerns or issues.

Brian Hess representing Stoneybrook West, the Master Association spoke. He noted the concerns he wants addressed are related to stormwater management pipes that are not clearly as addressed as they would like to see. "It's not as clear as we would like to see with regard to all the locations of stormwater management pipes. Obviously, pipes continue and they go over tracts of property and traverse different tracts of property as the pipe does what the pipe is supposed to do which is to move forward. There are situations that the CDD is aware of where the association has dealt with failure in some nature of the pipe underneath a private street which is owned by the association and needing to take care of that and it's not clear to my client from this chart whether in that situation, if the pipe is going under a private street, but then continues on to a different tract

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of land, whether it's private property, whether it's CDD owned property, whether it's golf course property, whatever it might be, how that's intended to be dealt with by this. That is my client's number one concern and is something they would like to see clarified tonight, if not tonight, then soon.”

Mr. Hess indicated that the other thing is with regard to the pond banks, it's on page three, item C. I'm not certain here again whether it's clear per the chart that this is properly addressed as part of that. Mr. Glasscock asked if he is saying the area around the ponds is missing. Mr. Hess noted the issue here is that it addresses the ponds that are owned by the CDD but are still apparently part of the stormwater management system. I understand there are stormwater management ponds that are on the golf course. Are those ponds owned by the CDD or are they now owned by the association? If there's a difference between the two of them, that those be addressed as part of the chart as well. Ms. Odom noted the pond that is not ours that had the floating goose in it. I think there are two ponds that are not CDD. The association pays to maintain that. Mr. Glasscock stated the first one is the GC1RR, there is a pump in it. I don't know if it's part of the irrigation somehow, I just know that we maintain that. Mr. Clark stated he would be happy to expand this and be much more specific. His understanding of the ponds and what's in the covenants is the concept that a property owner adjoining a pond maintains up to the water line. With CDD ponds, there is a pond tract and it's almost certain there is some dry land around the pond tract. But we read the document, particularly with regard to the golf course, to put that maintenance responsibility on the golf course, and think it was designed and should be designed that way because your ponds are part of the golf course amenity. The golf course would generally want to maintain pond banks differently from how the CDD would do it. The CDD probably would look to have more stuff growing for water quality, whereas the golf course might want aesthetics. Mr. Hess stated going through this exercise right now, let's get as detailed as possible so there's no dispute down the road. Once that agreement is in place then everybody can budget appropriately and hopefully this fixes the issue going forward. My client's perspective on all this is that we're not trying to be bad neighbors. It just seems that some of this can be inconsistent at times, confusing as you mentioned. Now is probably the time to figure out how to do this and what is going to be agreeable for everybody.

There is less disagreement on the pond edge as on the pipe issue. They have seen failures of the pipes and how to deal with that. That's where it probably is worth the exercise to go through and try to figure out if it's not going to be consistent for the entire length of the pipe, who has

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responsibility then trying to delineate where that is and going through that exercise and making that a little bit clearer. Mr. Glasscock noted a bunch of different pipe scenarios mentioned in that bracket, pipes from the roadways to CDD ponds, pipes from manholes to ponds, pipes connecting the CDD ponds and ponds connected to manholes, which scenario was missing from that?

Mr. Hess stated this seems to not be consistent with what my client has experienced previously. If this is intended to be a change, that is okay but I want to make sure that is intended to be a change to what was done previously because that seems to be different than what was done previously. It's more about clarification that we want to make sure if this is intended to be the length of the pipe the CDD's responsibility. An example, the section one up from the bottom, storm management pipes including pipes from roadways to ponds, pipes from manholes to ponds, pipes connecting CDD owned ponds and pipes connecting to manholes. We just had a pipe fail on a pond that connects to three of your ponds. And when we called you guys about it, it was no that's your responsibility. According to this chart that would be the CDD's responsibility, but it was left and the association had a company take care of it. If a pipe connects three different ponds is not your responsibility, how is that our responsibility according to this MOU?

Mr. Hess noted it was the main pipeline that connects the pond on Town Commons, the pond on Black Lake outside Town Center and runs into Black Lake South. My question is if it's the length of the pipe, why not just say that? Mr. Clark stated you are correct that I think this departs somewhat from the language of the documents that we've been reading and operating under. If we have evidence that a pipe has a problem, like it's clogged or something, it seems like one entity should handle that pipe from end to end. It's more efficient and logical. To me it makes sense for the CDD to take that and budget it and handle it. Mr. Hess stated I think we agree with that.

Mr. Hess discussed a blockage scenario that was on CDD property that took months of going back and forth before the CDD cleared the issue. The association paid for all of the diagnosis including having cameras run down the system which turned out to be a blockage on the outlets of the pond. The blockage was in the bend of the pipe that was on CDD property. Mr. Clark noted they agree and at the end of this process they want to have certainty about things like that. Mr. Glasscock stated his understanding of the purpose of this MOU is to make a change in how we've been understanding who's responsible for which part of the pipes. To say we, the CDD, believe that the pipes should be our responsibility and we'll budget accordingly.

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Ms. Odom stated they want to be efficient for their homeowners so they don't have any loss or any issues in their home and that there isn't a six month wait while they watch storm drain flood. I think the goal is that our homeowners get what they need as fast as possible, as quickly as possible, so that way we're able to better serve them and to financially budget for it to make sure that they have the funds to respond quickly.

Ms. Naegele noted they are paying for it one way or another. We are all paying for it. It was noted that the board meets quarterly so any response time is going to be affected. We are limited in how quickly we can respond. We are seeing things happen a lot more right now. These are roads that have not been replaced. What do we need to consider in the next five years?

Ms. Odom assumes they have a map of all the CDD pipes on all of our area. We can literally go into it and look at the pipes and make sure what can be color coded like we did the map. I just meant we have a chart so do we go into an image and color code the pipes that are our responsibility for a visual. A Board member stated they are talking about CDD being responsible for the pipes where it leaves the basin at the curb to where it meets the pond or it meets the wastewater. We also have to think on the other side, those basins, we're not responsible for we can't be because we don't control homeowners blowing leaves out, lawn clippings, those types of things. That is the associations responsibility to police that and violate homeowners. They can't control it so can't be responsible for paying to clean those out and maintain those. That is here on the exhibit. Ms. Odom noted they are having an issue with the ponds that are on Stoneybrook Parkway, because when it rains, all the trash from that road gets in the pond and into their system, the system could fail. It is not actually a resident issue, but something from outside their jurisdiction. It's a cost to have Sitex come out and repair, etc.

Mr. Clark only expects very minor if any issues with Stone Creek. We can pull the stormwater plan and just make sure that there are no surprises. Mr. Glasscock stated I think that is identified differently where I think that we're responsible for all of the stormwater at Stone Creek but the roads between the curbs is the City of Winter Haven. I believe the storm is all us. The dry pond behind Publix. That pond is owned by the CDD but it frames all the roadway around Port Chester so the water comes down from the park to the pond with trash and plastic bottles. When the contractor went out there to fix that there were plastic bottles, more just trash. It's just endless not being maintained. A Board member asked if there is anything that could be done to protect the catch basin to stop things from going down?

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Mr. Clark noted he would love to hear from Westbrook. Ms. McConnell noted the Westbrook HOA hasn't expressed a huge concern with the proposed plan, but they wanted me to be here to be able to hear what kind of things are going to be expected. We want to be on the same page, especially understanding what responsibilities you want the association to take such as the reviewings at 6 to 12 months and making sure that all those areas are cleared just so that we're all in agreement as to the proper channels too to report any problems with issues.

Mr. Clark stated we have advantages and you have advantages. We are a public entity. They get revenue off of the tax roll. They don't suffer when there are foreclosures and things like that. So, there are some abilities and if the CDD decides to take on more of this, then there will be a budget impact and we will need your help, to help people understand why their getting a big hit in their CDD assessments in a year.

The disadvantage the CDD has is the Sunshine Law. What I hear you want most is specificity, to the extent that we can maybe put together a stormwater system map/diagram and color code it and say here's the line of demarcation. This is yours; this is ours. He noted they would all benefit from that. We have a stormwater system maintenance manual that's at least a couple hundred pages. It has best practices for maintenance.

Mr. Glasscock stated looking at exhibit A, roadway gutters and the inlets on the roads are HOA and the stormwater management pipes are CDD. Mr. Clark suggested taking a picture of an inlet and color code that then draw the line of demarcation and say for all the inlets, this is how we are treating them. Mr. Glasscock noted any inlet within a concrete curb is the association. All stormwater pipes would be CDD. The inlet boxes would be CDD. Inlet grates and covers are as well as the joints to the box are the associations.

Mr. Hess asked for a lot more clarity on that, who, what, where, when and why. Mr. Glasscock stated anything outside of the curb is CDD and anything underneath the curb or roadway is the associations. Mr. Hess stated it makes more sense to say it's all CDD, but we will take on a vac truck twice a year or whatever that ends up being to make it so we don't have to keep going back and having that argument of well, it was six inches, this failed six inches to the left, which affected this thing six inches to the right. Ms. Naegele stated the diagnostic of figuring out what part it is, the pipe, the inlet box, the joint going from the pipe to the inlet box and just the cost alone of figuring out whose responsibility it is. Mr. Glasscock noted it's cut and dry on all the other CDDs who's doing it. This one's very much different.

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Mr. Clark stated this is the Lennar formula and part of how we got here is in the original design. They had their association doing everything to where we were literally collecting money and giving it to them. I saw that and said, no, that's not proper accounting or the way to do it. So, we started to try to divide these responsibilities up. That's how all these issues have arisen. Mr. Glasscock stated most of that has to do with the gate out front. If the CDD does the repair, it's generally going to take a longer time if it's a bigger repair, because they find the problem, Rob calls me up there, and I'll go look at it. There is roughly three months to find a contract with a price. Mr. Hess stated they can call an emergency Board meeting.

Mr. Clark stated the CDD can have a special Board meeting with a seven-day notice, but that's really a 10, 11-day notice by the time you tee it up. We can have an emergency meeting but it has to be an emergency. Something that just needs a quick decision is not necessarily an emergency and can be decided by the board chair. The more meetings the CDD has the more expensive it will be as well because engineering and legal bill by the hour and your management fees are based on a smaller meeting schedule. So that is something to be aware of.

If there's water running into people's houses, that's an emergency. A board member mentioned that we are literally not allowed to talk to each other about anything to do with any business at all unless it's noticed to the public. Mr. Hess stated the HOA can only have a certain number of special meetings and have a limit of \$2K on diagnostic or repairs. They have a 48-hour notice and the CDD has a 10 day notice to call emergency meetings. The CDD will be discussing emergency spending outside of a meeting during the regular Board meeting. Mr. Clark stated in the budgeting process if they better define what they are doing, they can budget a certain amount of money for certain activities, pipe videos, things like that and be more efficient with that. But with big projects over a certain level, they may have to go out and bid it although if it is an emergency repair we can use to get around that.

He noted if the CDD is going to take all the pipes, then they would have to look at periodic video of pipes. We just can't go and do them all because it is expensive. If there are these situations where things are backing up, then they should have a pot of money there to go do that.

Mr. Clark noted this idea of getting a map and looking at all the pipes is where they would look and if they see a pipe that runs down the middle of the road, make a stop and say what are we going to do with this pipe, because if we fix that we are going to tear up the road. Mr. Glasscock noted it would be easier if the CDD did the same thing like at Stone Creek everything within the

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edge of the curve that's theirs except for the piping, all stormwater piping is us and up to and including the joints into the structures. All cleaning and maintenance of the structures on the roadway themselves will be the association. So, they will be charged with periodic cleaning how often they decide to do it. Mr. Clark noted that makes sense. The CDD and HOA discussed the monetary issues and budget. The pipes and joints (stormwater system) including joints to inlets CDD and structure inlets HOA. They need to get a map of the stormwater system. The HOA is responsible for maintenance requirements, monthly inspection of each inlet. When the CDD does repairs, the roadway will be repaired to the City of Winter Garden standards as a patch. A list of all the ponds is needed and who is responsible for them.

Mr. Clark stated he is going to work on drafting this with Pete and maybe some technical detail and try to describe what we have talked about here and then circulate another draft of the agreement and maybe without doing this again, we can get some feedback and say no that is not exactly what I was talking about or yes I see what you have written but now that raises another question in my mind. He asked if anything else needs to be said.

He stated a lot of different people have moved into their HOA recently and they are getting involved as the president and vice president and just understanding how things work. When it comes to ponds, I get in the writing that the owner is responsible from their plat to the water's edge. But then is there, like a surrounding area that the CDD takes care of that is kind of water and kind of land. Mr. Glasscock stated the pond back, that is the water's edge. The water edge goes up during rainy season and down during dry season but it's still the homeowner's responsibility. But then anything over here that would be butting up to Whispering Oak whose is that? Ms. Odom stated yes we have been starting that maintenance and trying to get that back. We did not realize it was ours until we did our fact finding six months ago. We are still working on that. I believe that is being mowed by Blade Runner and Sitex is working on that pond to deal with algae and vegetation. It is going to take a little bit because it has not been touched in a while.

Mr. Szozda stated they are mowing all the way around it. Sitex is treating it. There is still a construction skimmer sitting in there. The pond almost looks good. Ms. Odom stated the reason they chose to do the whole pond is because the kids are walking by and they were concerned with the amount of vegetation and sight lines with children and wildlife. That's why we had the color-coded map because they needed to see exactly whose is what, where we need to be making sure

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that we're not missing any places. That was one up until the last meeting or the meeting before that. It's been less than a year that we've known we had that and so we've been maintaining it.

EIGHTH ORDER OF BUSINESS


Adjournment

Ms. O'Rourke adjourned the workshop meeting.

Signed by:

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Assistant Secretary

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Chairman