

Minutes of Meeting  
Durbin Crossing  
Community Development District

The regular meeting of the Board of Supervisors of the Durbin Crossing Community Development District was held Monday, October 26, 2015 at 6:00 p.m. at the Durbin South Amenity Center, 145 South Durbin Parkway, Jacksonville, Florida.

Present and constituting a quorum were:

Peter E. Pollicino	Chairman
Tim Brownlee	Vice Chairman
Austin Chapman	Supervisor
Sarah Gabel Hall	Supervisor
Jason Harrah	Supervisor

Also present were:

Dave deNagy	District Manager
Mike Eckert	District Counsel
Leah Tincher	Vesta/Amenity Services Group
Jimmy Edmonds	Vesta/Amenity Services Group
Margaret Alfano	Vesta/Amenity Services Group
Bill Kinsey	Down to Earth
Leed Silverfield	Silverfield Group
Doug Charles	Charles Aquatics
Leslie Pragasam	Aquatic Systems
Dr. Robert Blackburn	Future Horizons

The following is a summary of the actions taken at the October 26, 2015 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

**FIRST ORDER OF BUSINESS**

**Pledge of Allegiance**

Mr. Pollicino led the pledge of allegiance.

**SECOND ORDER OF BUSINESS**

**Roll Call**

Mr. deNagy called the meeting to order at 6:00 p.m.

**THIRD ORDER OF BUSINESS**

**Audience Comments**

There being none, the next item followed.

The next few items were taken out of order.

**Item 10D taken next**

- 4. **Aquatic Systems**
- 5. **Charles Aquatics**
- 6. **Future Horizons**
- 7. **Lake Doctors**

Mr. Edmonds gave an overview of the four proposals for treatment of the ponds. The proposers, board members and staff discussed the number of visits, the number of ponds to be inspected per visit, expected results, possibility of aeration being added, grass carp, mechanical harvesting, chemicals and nutrient abatement, after which the following action was taken.

On MOTION by Mr. Harrah seconded by Mr. Pollicino with all in favor a 30 day notice of termination is to be given to Future Horizons.

On MOTION by Mr. Pollicino seconded by Mr. Brownlee with all in favor Mr. Harrah was appointed to negotiate with Charles Aquatics for the lake maintenance services at a cost not to exceed their proposed price of \$34,200 per year and if a contract cannot be agreed upon then negotiations will begin with Aquatic Systems.

**FIFTH ORDER OF BUSINESS**

**Silverfield Group Presentation/Discussion of St. Johns Parkway Pond Acquisition Parcel No. 0098430001**

Mr. Silverfield stated the southwest corner of Racetrack Road and St. Johns Parkway we have under contract for residential and commercial real estate development. It is very early on and we have no set plans yet. The pond on St. Johns Parkway juts out into the middle of the

piece and is owned and maintained by your district and provides retention for St. Johns Parkway. We wanted to see if you would consider our request to move this down the road with the potential of us taking over that pond and relieving you of all of your obligations to the county for maintenance of the pond.

Mr. Chapman stated there is a wetland on your southern boundary. Have you done enough due diligence to tell if you would cross that wetland line or stay away from it?

Mr. Silverfield stated we have the wetland line marked by our environmental consultant and we haven't done layouts yet but it is in our best interests to avoid impacting that as much as possible.

Mr. Chapman stated my guess is that would be the board's biggest concern whether your development comes very close to the existing houses that back up there.

Mr. Pollicino asked is your plan to keep the pond existing?

Mr. Silverfield stated it gives us flexibility and the easiest thing would be to expand it. We are going to have access points on Racetrack Road as well as St. Johns Parkway and that can be a nice looking pond.

Mr. Pollicino stated in principal I don't have a problem transferring it. My concern is at this early stage without seeing an actual proposal. How soon do you think you would have an actual proposal?

Mr. Silverfield stated we have a meeting next Wednesday with St. Johns County to make sure there are no big red flags on their end. In the next month or two we would have conceptual plans. We don't have to have it, it would be nice but the development still works without that pond we would just work around it. Right now I wanted to get a feel for if the board was receptive to this idea.

Mr. Eckert stated the one thing I asked the engineer is if there were any district lands that drain into this pond and George's opinion at that point in time was that the pond really exists to drain off the north/south roadway it doesn't drain people's backyards and things like that. It is not uncommon for the district to end up with pieces of land outside its boundaries that were necessary to facilitate the development to begin with.

Mr. Chapman stated I see this as a potential win/win for both parties.

Mr. Pollicino stated come back with a little more of what is going in so the board is more comfortable before making a decision.

**FOURTH ORDER OF BUSINESS**

**Approval of Consent Agenda**

- A. Approval of Minutes of the September 28, 2015 Meeting**
- B. Balance Sheet as of September 30, 2015 and Statement of Revenues and Expenses for the Period Ending September 30, 2015**
- C. Assessment Receipt Schedule**
- D. Impact Fee Summery Report**
- E. Check Register**

On MOTION by Mr. Pollicino seconded by Mr. Chapman with all in favor the consent agenda items were approved.

**SIXTH ORDER OF BUSINESS**

**Consideration of Matters Related to Extending the Maturity Date of the Series 2006-1 Bonds**

Mr. Eckert stated there are two series of bonds that are still outstanding at this district, the 2005 Bonds, which are the bonds secured by the assessments that everybody pays, there is also the series 2006-1 Bonds and those are paid by the owners of the undeveloped land that is yet to have construction on them. There are about eight properties that still owe assessments on the 2006-1 Bonds and some of those property owners have been in discussions with the trustee and bondholders about extending the maturity date of those bonds to give them a little bit more time to develop their property before those bonds have to be paid off. The current maturity date for those bonds is November 1, 2015 and in less than a week those bonds mature. The documents you have under this item would extend the date of maturity of those bonds by another five years. The bondholders would prefer to keep getting interest payments and get the big balloon payment at the end when the property is actually developed so they have asked for this extension. It does not have a negative impact on the district or on the district's residents. No district resident will ever be asked to pay on the 2006-1 Bonds, those are secured only by the impact fees on that undeveloped land as well as the assessments on the undeveloped land. As we go through these documents the board needs to understand this is to try to effectuate an agreement between the bondholders and the remaining landowners of undeveloped land so that they can catch up and catch their breath since development didn't progress as fast as everybody initially thought it

would when we issued the bonds. If anyone has questions before we get into the documents about the general background I would be glad to answer them.

Mr. Brownlee stated on the list of lots on page 3 there are two in the beginning that are section S, a bunch of them in Section S then R and T, which we discussed before. Which ones are these? Are some GMAC?

Mr. Eckert responded the first two that are Parcel Q are GMAC. The GMAC parcel went through foreclosure, was involved in the bankruptcy case in New York or Delaware at some time, that property ended up being purchased by a special purpose entity created by the bond trustee. The bond trustee has been trying to market and sell that property for some time now and you will see in your agenda package there is a forbearance agreement later on that is needed to help facilitate a sale from the bond trustee's SPE to DR Horton. That is the future of the GMAC property at least that is what everybody's intention is at this point in time.

The next group is the Mattamy townhomes that are being created and then Parcel T, which is a commercial/single family parcel and R & S are purely commercial parcels. Then there is this DC corner that has a small assessment on it and is a small commercial parcel. You have some different owners but really you probably only have three or four different entities that are involved in these right now.

Mr. Brownlee asked why does Mattamy need more time?

Mr. Eckert stated the way the bonds are structured is that the impact fee that Mattamy would ordinarily pay to the county gets paid to the CDD then we take that money and remit it to the bondholders. If we required them to pay the assessment now they would be paying us the assessment, they would still be required to pay us the impact fees and we would be collecting that amount, not the same amount twice but we would be collecting more and Mattamy would be paying more than would otherwise be the case. That is why they are one of the ones seeking the extension of the bonds to minimize the amount they would have to pay. Again, it doesn't have a negative effect on the district, it was anticipated and hoped that the impact fees would satisfy the assessment lien.

Mr. Harrah asked can you catch me up from the last meeting? Last meeting it was my understanding that the CDD was requested to help offset the cost of extending the maturity date.

Mr. Eckert stated I have that in there and I would compliment the board on coming up with an approach that the landowners thought was not worth it so the landowners agreed to just

pay the whole cost of the extension and the district will not be paying any of that. The cost is being borne by the landowners to do the extension.

Mr. Harrah stated this time it is five years, I think they asked for two years last time.

Mr. Eckert stated when we first talked about the extension we talked in terms of two years and my understanding is that the developer and certainly other people may have said why are we just doing two why don't we do five because we all hope it would be done in two but if it is done in three we don't want to go through the expense of doing this again. It got stretched out to five and that is in the documents in front of you.

Mr. Brownlee stated there is still interest on those for those five years.

Mr. Eckert stated on the GMAC parcel that is the separate forbearance you are dealing with DR Horton later so the answer I'm giving you isn't correct on that but in terms of every other parcel there is still interest that is accruing. We don't get a benefit from that interest, they pay the interest, we send it to the bondholders.

**A. Consideration of Revised Methodology Report**

Mr. Eckert stated you have a revised methodology report that was prepared by your district management company. Just briefly all this is doing is saying we are extending the maturity date of the bonds out by five years and we are also extending the obligation to pay assessments on those undeveloped parcels by that same five year period.

Mr. deNagy stated the assessment methodology just memorializes the amount due at this point in time. You can see in the report the amount due is \$2,612,951 and that is net of some prepayments that have not been applied by the trustee so you can see the amounts outstanding. These would be paid back in the five year period.

Mr. Eckert stated this document will actually be approved by the next resolution you are looking at so I don't need a motion to approve this document separately but certainly if you have any questions on it we would be glad to answer them.

**B. Consideration of Resolution 2016-01 Adopting Revised Methodology**

Mr. Eckert stated the next document you have is consideration of Resolution 2016-01 adopting a revised methodology. This is just extending the term of the bonds by five years and also extending the obligation for lands to pay assessments. We will insert the date of the second

updated assessment report as it is reflected in your agenda package but I believe that is the only blank that needs to be filled in.

On MOTION by Mr. Brownlee seconded by Mr. Pollicino with all in favor Resolution 2016-01 was approved.

Mr. Eckert stated the next document that is in your agenda package is actually a letter that the district is going to have to send to the Depository Trust Company; basically they keep the records of the district's bonds and it is just a letter letting them know that we have extended the term of the bonds. The resolution you just adopted contains sufficient authority for the district manager to sign that letter and send it to the appropriate parties.

**C. Consideration of Supplement to Series 2006-1 Indenture**

Mr. Eckert stated also we have the Second Amendment to the Fourth Supplemental Trust Indenture and all that does is accomplish the extension there were no other material terms that we negotiated with the trustee on. That document is also included within the resolution we just adopted as well. We don't need a separate motion for that.

**D. Consideration of Amended & Restated Notice of Series 2006-1 Assessments**

Mr. Eckert stated the amended and restated notice of Series 2006-1 assessments is a document we prepared and that will be recorded in the property records of St. Johns County to put people on notice that may be interested in buying the undeveloped land that the assessments have been extended by five years.

On MOTION by Mr. Chapman seconded by Mr. Brownlee with all in favor the amended and restated notice of Series 2006-1 assessments was approved and staff was authorized to record the document in the St. Johns County public records.

**E. Consideration of Declaration of Consent**

Mr. Eckert stated the final document related to this is you have several declarations of consent that are in your agenda package. We have asked all the landowners within the undeveloped land area to provide a consent to the district's assessments and to the extension of

the bonds and to the extension of their obligation to keep paying interest for another five years. We would like the board to recognize that we prepared that and to authorize district counsel to record those declarations of consent once we receive the executed versions back.

On MOTION by Mr. Pollicino seconded by Mr. Harrah with all in favor district counsel was authorized to record the executed declarations of consent in the St. Johns County public records.

**F. Consideration of Other Matters Related to the Series 2006-1 Bonds**

Mr. Eckert stated the next item is consideration of other matters related to the Series 2006-1 Bonds. I have no other matters to bring before the board. That was kind of a placeholder in case the trustee sent us some other document between the time the agenda packages went out until today.

*Note: Seventh Order of Business was taken up after the Eighth Order of Business*

**EIGHTH ORDER OF BUSINESS**

**Consideration of D.R. Horton Forbearance Agreement**

Mr. Eckert stated this forbearance agreement really relates to the GMAC property. The first thing that should be most important to the board is that this agreement requires them to keep paying O&M assessments on the GMAC property. There is no forbearance of their obligation to pay O&M assessments to the district. The forbearance only relates to the 2006-1 Bonds and basically as they sell lots and they pay impact fees then that money goes to the district and they have two years to do that before they have to start making interest payments on the lots they haven't sold yet. That was negotiated between the bondholders and the bond trustee's SPE.

The two changes that I will indicate to you that were made in the agreement versus what was in your agenda package, the dates were filled in for it to be a two year forbearance agreement but on page 4 the amount of interest that needs to be paid on the Series 2006-1 Bonds over the next two years was adjusted. That number was provided by the trustee and the company working with the trustee. I'm going to ask you to approve this in substantial form because I just got this about an hour ago and I need to check that number with the district manager's records. They also removed paragraph 4B, which was requiring a true-up payment to be made and I think that is being deleted because they were equating 150 condos and 150 townhomes to be the same as 300 townhomes and they are different assessment rates and if they develop at least 275

townhomes versus the 300 split equally between condos and townhomes, they are actually paying more assessments on 275 townhomes because the condos are assessed at a lower rate. I would ask the board to approve this forbearance agreement subject to final approval by the chair, district counsel and the district manager.

On MOTION by Mr. Brownlee seconded by Mr. Harrah with all in favor the forbearance agreement with D.R. Horton was approved in substantial form subject to approval by the chair, district counsel and the district manager.

**SEVENTH ORDER OF BUSINESS**

**Consideration of UPS Site on District Property for Holiday Season**

Mr. deNagy stated item seven is consideration of UPS using a site on district property during the upcoming holiday season. UPS has done this the past couple of years where UPS places a pod in the parking lot of the South Amenity Center and uses golf carts to deliver packages throughout Durbin Crossing. They pay a small license fee to the district of \$400.

On MOTION by Ms. Hall seconded by Mr. Chapman with all in favor the agreement with UPS to use a site on district property during the holiday season was approved.

**NINTH ORDER OF BUSINESS**

**Consideration of Resolution 2016-02 Amending the Fiscal Year 2015 General Fund Budget**

Mr. deNagy stated item nine is consideration of Resolution 2016-02 amending the fiscal year 2015 general fund budget. This is something we do after year end where we take a look at all the line items in the general fund budget and we move dollars around to reflect that we had enough money in our overall budget for our expenditures.

On MOTION by Mr. Pollicino seconded by Ms. Hall with all in favor Resolution 2016-02 was approved.

**TENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Mr. Eckert stated one follow-up item from the last meeting, I did send out a draft license agreement to the LaSalle Group for that little strip of land that they want to be able to landscape and irrigate and I heard back from them that they will be reviewing it internally and then get back with us.

Mr. Harrah stated I had sent out the letter to the LaSalle Group on behalf of the board that we discussed at the last meeting. Is there an update on Dream Finders?

Mr. Eckert responded yes, they did agree to the actual survey that they submitted to us. We had some concerns about some language in their PUD application and we informed them of that and we found out just before the meeting today that they agreed to resolve those concerns. I was trying to make sure that we weren't making any representations that if this deal fell apart and we had to go to court we would not want to be making in terms of their access to that property and alternative access to that property. We should be on the same page and executing that on behalf of the district within the next week or week and a half. I will remind the board that in your agreement you have agreed to help facilitate this so long as the protections are in place that we built into the agreement.

**B. Engineer**

There being none, the next item followed.

**C. Manager**

Mr. deNagy stated as you will recall in the past we had holiday lights put up and last year they were funded by the HOA. I reached out to the HOA and they have graciously offered to again pay for the holiday decoration installation this year for a total sum of \$11,000. All the lights, etc. are stored at the North Amenity Center and they will be getting in touch with the vendor to get that work done soon.

Mr. Pollicino asked is there any way to negotiate that price, \$11,000 seems outrageous for the scope of work they are doing.

Ms. Alfano stated I have already talked to them about that since we are a repeat customer and things of that nature and I did not have much luck negotiating that lower. Last year the plan was that storing our own equipment, lights, wreaths, things of that nature was in an effort to cut down that bill so the North attic area was converted to store all of that as well as we would know

that we had our equipment boxed and didn't get lost. But that was only able to cut the bill by \$500.

Mr. Brownlee asked is there a specification list?

Ms. Alfano stated they have a detailed list of exactly what they did last year.

Mr. Pollicino stated it is not officially CDD business at this point but I think moving forward I would like to assume responsibility of that so we have a little more control over getting competitive bids each year.

Ms. Hall stated I want to point out at Bartram Springs we took over the decorations. We didn't have the big towers with decorations but the company that was providing our decorations were charging us \$25 for a velvet bow and it was pretty expensive. I think we should look at the spec list and see what we can cut out of it. We did it in-house and it didn't look nearly as nice but there could be some sort of combo.

Mr. Brownlee stated it is probably too late to do something about it this year but for next year we have plenty of time and we should take it into consideration a lot sooner.

Ms. Alfano stated it was our goal once we see how it is all brought to life to take a look at how many lights are involved plus review the spec list and hopefully come up with a plan for next year. As far as this year scheduling is very tight it did take them three consecutive days to put the decorations up so we went ahead and scheduled that for November 11, 12 and 13, pending financial approval and sorting that out but next year we will have different options.

Mr. Pollicino stated I would just as soon give \$10,000 to these guys because they are our partners onsite than give it out to the guys charging us \$12,000.

Mr. Edmonds stated I can maybe work out something for the exterior portion but inside maybe a different vendor.

Ms. Hall stated I think Leah could do the inside especially with a dream budget.

Mr. Harrah residents have mentioned doing other monuments with something simple.

Mr. Pollicino stated whatever you do as a courtesy keep John in the loop, John is on the HOA and it is not really our jurisdiction to control that at this point but keep John in the loop.

Mr. Eckert stated here is how I understand this is working, the HOA is funding the decorations and they are decorating the district property. I care about that and I care about what that agreement says so if someone can send that to me I would appreciate it.

Resident Mr. Jurkow stated the CDD maintains, owns and operates the property. I think the lights are really under the jurisdiction of the CDD. What has happened in the past I believe is that the HOA before my time reached out to ASG and said we have some funds that we would like to expend and we would like to pay for the holiday lights. At that point the bills were sent directly to the HOA, which is a good thing but I don't think the HOA has a dog in the show. I think the CDD if they want to get bids or decide to do something different that is the CDD's business and if they want to continue to send the bill directly to the HOA I think the HOA would be happy to pay that.

Mr. Eckert stated I don't want to complicate it but anytime you have people who are working on your property you want to make sure they are insured and that there are indemnification obligations.

Mr. Chapman asked just to be clear are we engaging another vendor quickly or waiting until next year?

Mr. Pollicino stated I would ask Jimmy to get with these guys and see what they can do for us, if we can save a couple grand at the last minute, then why not.

Mr. Eckert stated why don't we give the authority to the chairman a not to exceed amount to execute whatever contract needs to be executed.

Mr. Pollicino stated that's fine.

Mr. Brownlee asked does Down to Earth have the equipment to put those up?

Mr. Pollicino stated he will talk with these guys we are hitting them cold.

Mr. Edmonds stated once everything is up we can go around and take pictures and see what we can do and what they can do.

<p>On MOTION by Mr. Harrah seconded by Mr. Brownlee with all in favor the chairman was given a not to exceed amount of \$12,000 to negotiate the seasonal lighting and enhancement contract to be funded by the HOA.</p>
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### **Landscape Manager**

Mr. Kinsey stated in the past we have sent the reports to Louis and unfortunately I didn't get them to James prior to this meeting. Typically he would have that information. If you want me to present something every month that is fine but in the past I haven't.

Mr. Harrah stated my thought is get the information to Jimmy as things are status quo you are not seeing any issues but if you are seeing something then I would like you to come and say there is an issue this is what I recommend, that kind of stuff.

Mr. Kinsey stated we sent him tonight a breakdown of everything we sprayed on property, product, irrigation report and that is the status of what we have given Louis in the past and we are constantly trying to get all the weeds gone. We are going to have some sod replacement done on our dime in the approximate amount of 6,000 to 10,000 square feet of grass. We have an irrigation controller that is down.

**D. Operations Manager**

**1. Report**

A copy of the report was included as part of the agenda package. Board discussion ensured.

On MOTION by Mr. Pollicino seconded by Mr. Harrah with all in favor Mr. Edmonds was authorized to proceed with pursuing proposals for the pool deck lights.
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**2. Shed Locations**

**3. Handi House Bid**

Mr. Edmonds stated we feel the best possible location for the shed is at the South Amenity Center behind the tennis courts in the wooded area. This would be based on working with the HOA and availability of electric.

Ms. Alfano stated we are submitting through the homeowners association for approval for the site and things of that nature.

We spoke at the last meeting about a utility vehicle and at this time ASG has agreed to take care of the vehicle for the community at no additional cost to the district. The storage shed will be for additional storage as well as secure housing for the vehicle.

Mr. Chapman asked do you need power for the shed?

Mr. Edmonds stated yes.

Mr. Chapman stated when they get a proposal from an electrician for the pool lights they can get an option for the storage shed at the same time.

Mr. Harrah asked is the location within the scope of our security?

Ms. Alfano stated there is the possibility on the DVR to add an additional camera that could be focused on the shed.

Ms. Hall asked didn't the swim team say they wanted a shed? Is this something they can share?

Mr. Pollicino stated I don't think that would work for the swim team but they mentioned they needed some storage for the dive blocks.

Mr. Edmonds stated the specs for the shed is 12 X 30 with three windows, four foot aluminum door on the end for the gator entrance. The windows will be reinforced with rebar to keep it from being vandalized as much as we can. I reinforced the one I put in Heritage to keep vandals from cutting through the aluminum.

Mr. Harrah asked would we pay this from the capital reserve?

Mr. deNagy responded no, we would pay that out of the general fund. Once we pay for it out of the general fund we will have the capital reserve study updated but at this time it is not included.

On MOTION by Mr. Pollicino seconded by Mr. Harrah with all in favor staff was authorized to move forward with the purchase and installation of an aluminum storage shed to include security, electric, reinforcement, foundation, etc. in an amount not to exceed \$8,000.

**4. Aquatic Systems Proposal**

This item taken earlier in the meeting.

**5. Charles Aquatic Proposal**

This item taken earlier in the meeting.

**6. Future Horizon Proposal**

This item taken earlier in the meeting.

**7. Lake Doctors Proposal**

This item taken earlier in the meeting.

**8. Willow Winds Pictures**

Discussion about dumping trash on District property. This item was tabled to allow operations manager time to confirm this is District property.

**9. Maintenance Chart**

A copy of the maintenance chart was included as part of the agenda package.

**E. Amenity Manger**

**1. Memorandum**

A copy of the memorandum was included in the agenda package.

**2. Facility Maintenance Report**

A copy of the report was included in the agenda package.

**3. Projects Completed**

A copy of the report was included in the agenda package.

**ELEVENTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**TWELFTH ORDER OF BUSINESS**

**Supervisor's Requests and Audience Comments**

Ms. Hall stated I want to thank Vesta for planning some great events. I like the vision that North has become, I was against it to begin with but it is very useful to have it as a blank space. A couple meetings ago a resident asked about the areas not being named such as Tollerton, which happens to be the one I live in. What would we have to do to name that area so we don't have to say it is the last one down by the high school? We are not in North we are not in South and I think there are a few more areas like that.

Mr. Eckert stated I think the names of Durbin North and Durbin South came about through the development approvals and how the two different developers kind of identified

themselves North and South at the time. I don't know that the CDD has ever taken any official action other than to adopt an engineer's report that refers to Durbin North and Durbin South.

Ms. Hall asked if we wanted to name our section, could we?

Mr. Eckert responded yes, I think the district could I don't necessarily know that it would have any legal significance but from a reference standpoint if everybody wanted to have a concurrence on that you could.

Ms. Hall asked would the neighborhood need to pay for the sign or is that something you could look at?

Mr. Pollicino stated most neighborhoods the monuments are named after a street they can turn on. I don't think it is a big deal it may be a matter of finding the letters and sticking them on the monument.

Ms. Hall stated the monuments have framed plaques on them so that is probably what you have to do.

Mr. Chapman stated there may be county approval because it is adjacent to a county road.

Mr. Eckert stated you may have a requirement but I don't think it is insurmountable.

Ms. Hall asked what action do I need to take? Do I need to ask the neighborhood?

Mr. Eckert stated I think we need to verify with the county first what that process is and we can report back to you.

Mr. Chapman stated you can verify with George and come back to us and if he says it is okay then Jimmy can get a price for the plaque or somebody can.

Ms. Hall stated that would be awesome.

Mr. Chapman stated it has been a pleasure the last three years but this will be my last meeting. I plan on resigning before the next meeting. I have had a lot of work conflicts and a lot of family conflicts and it has been a challenge. I appreciated the time and I think you have an excellent board.

Mr. deNagy stated once we get official notice from Austin about his resignation it will fall back on the board to appoint somebody to fill his seat, the term of which runs through November 2016. Be thinking about that once we get official notice from Austin.

Ms. Hall asked can you be on the HOA board and the CDD board?

Mr. Eckert stated you can be on the HOA and the CDD. You don't want two seated members on the HOA as well because it is impossible for them to have discussions in the

sunshine when they are in an HOA meeting talking about things that the CDD might do. If you have somebody on the HOA and then you have CDD board members who go to HOA meetings and then somehow get involved in a discussion with the HOA board that is where you can run into trouble.

Mr. Harrah asked do we have people come to the November meeting who are interested?

Mr. Eckert stated typically what happens is the board will pick some method of communication to get out to the community that there may be a seat opening up on the CDD board and anybody who is interested submit a letter of interest, we put whatever we receive in your agenda package and hopefully, those people would come to the meeting and if they wanted to speak they would be allowed to speak and you would select somebody either from that list or anybody else you have in mind. You have complete discretion on who fills that seat as long as they are citizen of the United States, resident of the State of Florida and registered to vote and reside within the CDD boundaries.

Mr. Pollicino stated I will work with Dave and draft a letter to put in the newsletter.

Mr. Brownlee stated I want to thank Austin for his past three years of service. He has done a great job on the board.

Mr. Pollicino stated I will second Mr. Brownlee's comments, thank you for your service. Your input and suggestions have always been well received and well thought out and very thoughtful and you will be missed on the board.

Dave and I discussed as we are moving to monthly meetings it is getting somewhat expensive with the printing, binding and overnight delivery. I was wondering if you are willing to try next meeting going paperless. Does everybody have an iPad or tablet?

It was the consensus of the board to try it for one month to see how it works out.

Ms. Mische asked about a PUD that crosses over Veterans then appears to impact right behind us on Castlegate Lane.

Mr. Eckert stated I will talk to you afterwards but I can tell you that part is the Dream Finders piece but the other part must be part of the PUD application. It could be part of the environmental piece. We can provide this to George and ask George what the actual application says. I will provide George with the number and he can look it up.

I can tell you by looking at the language in the notice they are talking about 145 residential units and that matches the number of residential units that were supposed to go just on

the Dream Finders spot so I can't tell you that they are not going to do any houses over here but I have never seen a plan where they are going to do any of those 145 other than in this little area. There is a PUD that covers some of the district's property that we have agreed to sell them for that access and they are modifying the district's PUD or rezoning as well and that could be why there is more area covered there. All we are changing is that anticipated road.

A resident stated our pond in Staplehurst is pretty filthy about 10 to 15 feet of algae and so on. I came about a year ago and was told if it wasn't cleaned up in three months there would be an aerator installed and I wanted to follow-up and find out what the next steps would be.

Mr. Pollicino stated I think you heard the discussion earlier with the vendors and we just terminated the contract with the existing vendor, approved a new vendor so we will give them some time to deliver on the promises then revisit whatever we need to do at that point.

A resident stated I would like to see the proposal.

Mr. Eckert stated whatever was provided to us is a public record and I'm willing to show you what is in my agenda package and that is all we have.

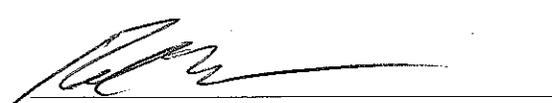
**THIRTEENTH ORDER OF BUSINESS**

**Next Scheduled Meeting – November 23, 2015 @ 6:00 p.m. at the Durbin South Amenity Center**

Mr. deNagy stated our next meeting is November 23, 2015.

On MOTION by Mr. Chapman seconded by Mr. Harrah with all in favor the meeting adjourned at 8:16 p.m.

  
Secretary/Assistant Secretary

  
Chairman/Vice Chairman