

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, November 23, 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
Leonard Rucker	Supervisor
Sarah Gabel Hall	Supervisor
Jason Harrah	Supervisor

Also present were:

Dave deNagy	District Manager
Mike Eckert	District Counsel
George Katsaras	District Engineer
Dan Fagen	Vesta/Amenity Services Group
Jimmy Edmonds	Vesta/Amenity Services Group
Margaret Alfano	Vesta/Amenity Services Group
Bill Kinsey	Down to Earth

The following is a summary of the actions taken at the November 23, 2015 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Pledge of Allegiance

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

SECOND ORDER OF BUSINESS

Roll Call

Mr. deNagy called the roll.

THIRD ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

FOURTH ORDER OF BUSINESS Organizational Matters

A. Acceptance of Mr. Chapman’s Resignation

On MOTION by Mr. Brownlee seconded by Mr. Pollicino with all in favor Mr. Chapman’s resignation was accepted.

B. Appointment of New Supervisor to Fill the Unexpired Term of Office (11/2016)

Mr. deNagy stated we received 11 emails of interest, 8 provided information they wanted included in the agenda package, 3 didn’t send anything.

Mr. Eckert stated in order to sit on this board you have to be a citizen of the United States, a resident of the State of Florida, be 18 years old and registered to vote under an address within Durbin Crossing to be eligible to sit on the board. In terms of process tonight the board is going to allow the folks who have submitted information or have an interest in being on the board a few minutes to speak about why they want to be on the board and also they would be able to answer questions that the board members have about their interest or qualifications. The board members will deliberate on who they think is the best suited to fill this particular spot, the term of which will last a little bit less than a year because we have two seats up in November 2016. There is only one seat that can be filled and I encourage you if not selected to remain interested in the community and come to board meetings and keep in mind that we have two seats open in November 2016.

Of the eight resumes received, the following attended the meeting and spoke briefly about their background and what they have to offer to the board: Ben Glynn, Bradley Gordon, Mark Kaprelian, Terence Mahoney, Len Rucker and Robert Zirnstein. Mr. Zirnstein withdrew his name from consideration after which the board deliberated then took the following action.

On MOTION by Mr. Brownlee seconded by Ms. Hall with all in favor Leonard Rucker was appointed to fill the unexpired term of office.

C. Oath of Office for Newly Appointed Supervisor

Mr. deNagy being a notary public of the State of Florida administered the oath of office to Mr. Rucker.

Mr. deNagy stated you will have to file the Form 1 statement of financial interest within 30 days with the supervisor of elections in St. Johns County. As you know you are allowed to be compensated as a board member \$200 per meeting up to \$4,800 per year. Do you accept or waive compensation?

Mr. Rucker stated I accept compensation.

Mr. deNagy stated I have information on community development districts, a copy of the 2015 Chapter 190, Florida Statute and a copy of the Commission on Ethics regarding the sunshine law in the State of Florida.

Mr. Eckert stated there are a few laws that are important to highlight and there are some procedural issues that we will talk about. The sunshine law basically provides that you cannot communicate with another board member about matters that may come before the board for discussion. For instance you can talk to another board member about favorite restaurants, things of that nature but if you have a concern about the landscaping company the CDD has hired you can't talk to another board member about that outside of a publicly noticed meeting. That communication prohibition applies to email, telephone, letters, and in person conversations so that may be a little different from other boards you may have served on before. The biggest thing to remember especially on email, in chat rooms, blogs, if you start engaging in other discussions with other board members that is problematic and I encourage you not to do that. The district is subject to public records law, which basically means district records are public and open to inspection to members of the public. If you get a document from us if it comes from the district manager or from me that means I already have a copy of that and you can choose to keep it or not to keep, we have it. The only thing I would suggest is if you choose to keep records that we provide to you, please keep them in a separate location than your personal or business records because in the event we did receive a public records request we would notify you and tell you not to destroy any records and that somebody will be contacting you to find out if you have anything that is responsive to the request that we get. In terms of procedure, other boards may have followed Robert's Rules of Order; we specifically do not follow Robert's Rules of Order just because it adds another layer of complexity that really isn't necessary at this board level. We have rules of procedure but essentially when the board is going to take an action there is a

motion, there has to be a second to get that ball rolling, then there will be further discussion and then a vote on the matter. It is a little more informal than what you may be used to but it does help facilitate good dialog and efficient meetings. The sunshine law does not prohibit you from contacting the engineer, myself or Mr. deNagy it only prohibits you from talking to other board members about district business. Don't "reply to all" on emails and don't send emails to all the board members.

D. Consideration of Resolution 2016-03 Election of Officers

Mr. deNagy stated currently Mr. Pollicino is chairman, Mr. Brownlee is vice chairman, Mr. Harrah and Ms. Hall are assistant secretaries, I serve as secretary and treasurer and Jim Perry and Jim Oliver in our office are assistant secretary and assistant treasurer. Is there an interest in changing the slate of officers or adding Mr. Rucker as assistant secretary?

On MOTION by Mr. Pollicino seconded by Mr. Harrah with all in favor Resolution 2016-03 was approved keeping the same slate of officers and adding Mr. Rucker as an assistant secretary.

FIFTH ORDER OF BUSINESS

Approval of Consent Agenda

- A. Approval of Minutes of the October 26, 2015 Meeting**
- B. Balance Sheet as of October 31, 2015 and Statement of Revenues and Expenses for the Period Ending October 31, 2015**
- C. Assessment Receipt Schedule**
- D. Impact Fee Summery Report**
- E. Check Register**

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

SIXTH ORDER OF BUSINESS

Consideration of Audit Engagement Letter with Berger Toombs Elam Gaines & Frank to Perform the Audit for Fiscal Year 2015

On MOTION by Mr. Brownlee seconded by Mr. Pollicino with all in favor the engagement letter with Berger Toombs to perform the fiscal year 2015 audit in the amount of \$3,725 was approved.

SEVENTH ORDER OF BUSINESS**Discussion of District Storage Facility**

Ms. Alfano stated we discussed the need to provide an extra level of maintenance to the community in the form of a maintenance vehicle, a Gator, as well as extra storage facility workspace for the maintenance staff. We need places for Jimmy to repair things and store equipment and tools and we have maxed out the areas behind the pool. Vesta stepped up and took care of the Gator but as to the storage building we were hoping the board could do that. As a courtesy we went to the homeowners association to make sure we were complying with those guidelines as well. We have hit an impasse where the homeowners association board of architectural review is not excited about a storage building being added to the community and would like something more to replicate the existing structures, a stucco building, maybe not a tiled roof but arched windows, something that would look like it fit in the community. We have worked very hard with George and appreciate all of his assistance in trying to find alternate locations, more secluded locations for that building to be located so it would not take away from the overall aesthetics of the community, which was never our intent. We were trying to work together to find a location to bring that extra element as well as keep with the uniformity of the community and disguise it with landscaping and things of that nature. George did find three other solutions and all those were taken back to the homeowners association and they did not have a problem with the location but a direct problem with the structure itself.

Mr. deNagy stated we did approve a not to exceed of \$8,000 at the last meeting.

Ms. Alfano stated it is a metal structure, we talked about reinforcing the walls and adding insulation, extra security measures to make it harder for anyone to get in. Our goal wasn't to have it in such a remote area that security, power and things of that nature were an issue. There are some complex criteria that went into looking for the four locations that we have.

Mr. Harrah asked do we have a ballpark cost comparisons of a metal building versus something architecturally that matches what we have now? What would the delta be?

Mr. Pollicino stated I don't think we have to do anything with stucco if we build it down by the tower.

Mr. Harrah stated if the HOA wants to step up and pay the additional cost to make it look like this I'm amenable to that.

Mr. Pollicino stated the HOA really doesn't have jurisdiction. We can put it where we want. Obviously, we all live here and are not going to do anything foolish that is going to impact our home values.

Mr. Edmonds stated the cell tower site has been sold so we would have to confirm their boundaries and make sure we can fit it outside of that but electrical would be expensive.

Mr. Pollicino asked could we do a cost/benefit analysis of what it would cost to set it by the cell tower including electrical versus here on site?

Ms. Hall stated that is so far away. Can we not put it by the dumpster?

Mr. Harrah stated the bottom line is the HOA is in opposition but they don't have jurisdiction of telling the board where we can sit the building.

Mr. Eckert stated I read the HOA covenants to say property owned in fee simple by the CDD is not subject to the architectural review process. That is the legal answer. The practical answer is you want something that is going to be nice for the community.

Mr. Harrah asked what are your top three locations?

Mr. Edmonds responded closer to the amenity center by the tennis courts or by the volleyball area.

Mr. Harrah stated the most aesthetically pleasing place is back behind the tennis courts in the little area that nobody is going to see.

Mr. Rucker was authorized to work with Ms. Alfano and Mr. Edmonds on the location and color and the storage facility and to report back with cost options at the next meeting.

EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2016-04
Amending Levy of Fiscal Year 2016
Assessments**

Mr. Eckert stated the resolution before you just amends our annual assessment resolution again. You have amended it once when we were dealing with the 2006-1 Bonds maturing on November 1. This resolution is necessitated by three things, one, it reflects the extension of the 2006-1 Bonds and therefore provides that the properties subject to those bonds only have to keep paying interest on those bonds until 2020 at which time the principal amount of those bonds would be due so we needed to make that change. We also made the change that the 2006-1 Bond

assessments can be made in two annual payments like we have done in the past, one due in April and the other due in September. The third reason we had to amend the resolution again is that there was an error by the county property appraiser, which got carried through by the tax collector. The district certified assessment roll to the tax collector for collection of the assessments; the property appraiser removed 52 of those lots, which were recently platted lots, most of which are still owned by the developer but a few of which are owned by residents and the tax collector refused to put those on the county tax bill this year so this resolution provides that on those 52 lots the assessments will be directly collected by the district. Your district manager has already made calls to the developer and to Dream Finders to make sure that they are going to pay those assessments to the district because they are not going to be on the county tax bill. The ones that were billed to individual residents may result in concerns and we will address those when we get them because residents may be expecting them to be on the county tax bill and in fact they will not be; they will be billed by the district. We had the due date on those for January 1 of this year. In the event that we get feedback from those few residents we will go ahead and bring that to the attention of the board and figure out what to do there. It is not a question that there are additional assessments; it is really just people may expect to see it on the tax bill, it is not going to be on the tax bill therefore, we have to directly collect it so we can pay the bondholders.

On MOTION by Mr. Pollicino seconded by Mr. Harrah with all in favor Resolution 2016-04 was approved.

NINTH ORDER OF BUSINESS

**Ratification of Charles Aquatics Agreement
and Consideration of Work Authorization
No. 1**

Mr. deNagy stated at the last meeting we had Mr. Harrah working with ASG and Charles Aquatics to work out a deal for their lake maintenance, which we did and we have the agreement that has been signed with Charles Aquatics and need that ratified.

On MOTION by Mr. Pollicino seconded by Mr. Brownlee with all in favor the agreement with Charles Aquatics was ratified.

Mr. deNagy stated work authorization no. 1 is for the grass carp.

Mr. Harrah stated he came with one price and we were able to reduce that price tremendously, it was \$6.50 per carp and we were able to reduce it to \$4.50 per carp. I did some market research and we did save some money.

On MOTION by Mr. Harrah seconded by Mr. Brownlee with all in favor work authorization no. 1 to the Charles Aquatics agreement was approved.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney – Consent to Representation and Waiver of Possible Conflicts of Interest

Mr. Eckert stated our firm does a lot of the work on community development district establishment and representation in Northeast Florida. Two of my fellow shareholders have been approached by different landowners, one that owns land in Clay County and that is D.R. Horton and one that owns in South St. Johns County and that is DFH Land, which is an affiliate of Dream Finders. Those shareholders have been asked to be engaged to establish community development districts in those areas and because we have contracts that we have approved in the past with D.R. Horton and an affiliate of DFH, which is Dream Finders, I need to bring this matter to the board’s attention and also ask the board if they have any concerns with the shareholders in my firm handling those matters, which again are not in the vicinity of the district. I would not be working on those matters nor would our firm represent either one of those entities in any matter that relates to this district. You are my client, I’m bringing this to your attention if you have concerns about it I would be glad to discuss that with you. I don’t think it will limit my ability to protect you. I think in the past you have seen me be somewhat suspect of some of the developers who have come in here and I will continue to do so.

Mr. Rucker asked what type of procedures do you place in your firm so that you don’t inadvertently share information from the possible appearance of a conflict?

Mr. Eckert responded typically you would have what they call that wall built up when you are working on something that is the same matter or related matter but we don’t have that here. It would be another attorney in my office who handles the establishments, which is about a six month process and I wouldn’t talk to them about that and they wouldn’t talk to me about what’s going on at Durbin. Typically where you see that wall established is when you are representing two different people in the same controversy or transaction.

Ms. Hall asked what happens if we say no?

Mr. Eckert responded then on the D.R. Horton one we would not represent them in relation to that and on the Dream Finders one I would have to go back and talk to my colleague about that because it is actually a different entity than is involved here but I wanted to bring it to your attention because I would rather you hear it from me than hear it from someone else.

Mr. Rucker stated I know Dream Finders has been here on occasions. Is that issue still open?

Mr. Eckert responded that contract is still subject to future performance by them. We have not technically sold the land to them, to Dream Finders, and there may be issues that come up in the future where the district has a conflict with Dream Finders and we would have to deal with that then. I feel confident that I can continue to represent this board in all those matters if the board thinks that is in its best interest to do so.

Mr. Brownlee asked the D.R. Horton location is in Clay County?

Mr. Eckert responded correct.

Mr. Brownlee stated so there would be no bordering issues.

Mr. Eckert responded there are no bordering issues but I think it is important to realize that it is someone else in my firm, it is a potential for conflict that is firm-wide and I needed to bring it to your attention and if you have concerns about that we can talk about that or I can tell my other fellow shareholders that you have concerns and we will deal with that.

Mr. Rucker stated on the face of it the D.R. Horton doesn't seem to be any obvious conflicts but on Dream Finders, just the appearance, perhaps not reality to it, it is simply the appearance and I wonder how that can be handled if they were here in an adversarial role and you as general counsel to us yet it is still in the same firm. I think it may look odd to those in the audience, the residents.

Mr. Eckert stated I think that is the consideration that you all have to make. I'm telling you that I feel confident that I can do my job for you, it is a different entity that we would be representing but it is affiliated with Dream Finders and that is why I'm bringing it to your attention. I don't think I would be conflicted out of that work as a result of this and as a result of the other shareholder doing the establishment of that district but it is up to you. You need to be comfortable with your legal counsel.

Mr. Pollicino stated I see no issues at all. If it got to a point where there was some degree of discomfort on the board we can raise it at that time.

On MOTION by Mr. Pollicino seconded by Mr. Harrah with all in favor the consent to representation and waiver of possible conflicts with D.R. Horton was approved.

On MOTION by Mr. Harrah seconded by Mr. Pollicino with four in favor and Mr. Rucker voting no the consent to representation and waiver and possible conflicts of interest with DFH Land was approved.

Mr. Eckert stated I did talk to the bond trustee who stated that the bondholders will be asking the board to do a bifurcation of the bonds, which we talked about a few years ago but probably after the first of the year to separate the bonds and assessment base for the undeveloped land versus the developed land. That is a good thing for the district because if you have those two series of bonds it hopefully will put you in a little better position to maybe be able to refinance the bonds that are secured by the assessments that residents pay. There is a cost associated with that and we are going to ask the bondholders to pay the cost of doing that since they are the ones requesting the bifurcation. I will come back and let you know but I think January or February is probably when they are going to start that process.

Mr. Brownlee stated along those same lines, several meetings ago we had an individual here that spoke about refinancing our 2005 Bonds. What happened to that?

Mr. Eckert responded at this point in time until we get through the sale of the GMAC parcel and receive the assessment revenue that is due there and most likely do the bifurcation so that we have one series of bonds that is secured by the residents, that is probably the series of bonds you will be able to refinance at that point in time. We have a little bit further work to do, it is not staff work it is just letting everybody do their thing in terms of making that property performing then we will be in a better position. Right now I don't think we have the credit on all the property in the district to get the best available interest rate for it to make sense to refinance.

B. Engineer

1. Work Authorization No. 33

Mr. Katsaras stated work authorization no. 33 is for the next fiscal year to provide general consulting services and support to the board and staff.

Mr. Pollicino asked is there an increase in rates?

Mr. Katsaras stated no, our rates are the same and this is consistent with the budget. I think this past year we had a little more than I anticipated as far as our involvement, we had the Dream Finders issue and other outlying developers asking engineering questions and I had to get a little more involved. In general I only attend the meetings as needed, we are trying to keep the budget down.

On MOTION by Mr. Pollicino seconded by Ms. Hall with all in favor work authorization no. 33 was approved.

2. Discussion of Process for Naming Community Neighborhoods

Ms. Hall stated a couple meetings ago a resident asked to name the Tollerton area, which is the area I live in and it is confusing because we are not connected to anybody and we live in Durbin North but technically it is Durbin South and we wanted to name it Tollerton Trails or Tollerton Trace or something so when we invite people to our neighborhood or reference our neighborhood they will know what we are talking about.

Mr. Katsaras stated the county wants to do a little more research and the process is they want to make sure that (1) the display area, the signage, doesn't exceed what is allowable in the PUD, (2) that the naming doesn't conflict with another subdivision name or for 911 and (3) that the signage and where you are proposing colors, type, all agree with the surrounding area. I sent that last week and hopefully they will respond next week and I can forward that to Dave and we can go forward. There will also need to be a building permit when you get the architects on board or whoever is doing that.

Ms. Hall asked do I need to do anything with the neighborhood, ask them what they want to name it or just go with Tollerton?

Mr. Katsaras stated eventually we would need to know that so we can go back to the county and say this is what they want to name it, is there any conflict with other subdivisions, 911 or any of that.

Ms. Hall asked what about the people who live there.

Mr. Pollicino stated I suggest we leave it to the board to come up with a couple suggestions, keep it simple, most of the signs relate to the street it is on.

Mr. Brownlee asked do we have any idea what those plaques cost?

Ms. Alfano responded I have cost information under my report.

C. Manager

Mr. deNagy stated we are having an issue with access to two ponds for our lake maintenance provider, ponds 3 and 24. We have some lots where there are fences across district easements and Mike and I are working with the HOA on that issue.

D. Operations Manager - Memorandum

1. Report

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

2. Forest Edge Sidewalk Proposals

On MOTION by Mr. Pollicino seconded by Mr. Harrah with all in favor the contract for the Forest Edge Sidewalk project was awarded to A.W.A. Contracting, Inc. in the amount of \$8,956.80.

3. Fencing

On MOTION by Mr. Brownlee seconded by Mr. Pollicino with all in favor the contract for the fencing portion of the Forest Edge Sidewalk project was awarded to Duval Fence, Inc. in the amount of \$1,046.00.

4. Pool Lighting

On MOTION by Mr. Harrah seconded by Mr. Brownlee with all in favor the staff was authorized to negotiate a contract for pool lighting using fiberglass poles with Smith Electric for a not to exceed amount of \$48,000 and the chairman was authorized to approve and execute the final contract.

On MOTION by Mr. Harrah seconded by Ms. Hall with all in favor in the event staff is unable to negotiate a contract with Smith Electric they are authorized to negotiate a contract with United Electric in an amount not to exceed \$41,800 and the chair was authorized to approve and execute the final contract.

Mr. Edmonds reviewed the issue of dead trees outlined in his report after which the following action was taken.

On MOTION by Mr. Harrah seconded by Mr. Pollicino with all in favor staff was authorized to enter into a contract for the removal of dead trees in an amount not to exceed \$7,000.

E. Amenity Manger - Report

Ms. Alfano outlined the proposals received for set up and maintenance of a website after which the following action was taken.

On MOTION by Mr. Pollicino seconded by Mr. Rucker with all in favor staff was authorized to contract with Web904.com for the start up cost of \$3,750 and \$312 annual cost.

Ms. Alfano reviewed the options for the Tollerton signage that were provided in the agenda package.

We have been working on the policy and procedure review and I think we can clean up a lot of the tennis issues by instituting a timeframe if someone is waiting for a court and increase the visibility of the policies with an additional sign.

On MOTION by Mr. Pollicino seconded by Mr. Brownlee with all in favor the tennis policy was changed to limit play to one hour for singles and one and a half hours for doubles and a patron may have no more than three guests and use only one tennis court at a time.

Ms. Alfano stated there was vandalism/graffiti done at the amenity center by a minor, the police have it narrowed down to who they believe committed this act. The Sheriff's office contacted the parent and the parents said you will not speak to our child without the presence of

the parents and/or our attorney. The police have gone through phone calls, home visits to try to talk to this family regarding this matter and have come up empty handed. They ring the bell and the folks are in the house and they don't answer the door.

Mr. Eckert stated that is the status from their end. Any vandalism of district facilities, amenity facilities is a violation of your amenity policies which can result in suspension of privileges and I recommend at this point that if we have an indication from the police who committed that violation that we send them a notice and request they appear at the hearing to discuss why their privileges should not be suspended. That is my recommendation other than that there really is nothing else the district can do at this point in time. We have been working with the police and it sounds like their hands or resources are tied at this point in time. Your obligation is to enforce your policies and your policies say you can't destroy the amenity facility.

Mr. Brownlee asked what was the cost of the repair?

Ms. Alfano responded it was over \$1,100.

Mr. Eckert stated we will work on that issue and give you an update at the January meeting and if we can't invite them to the January meeting we will try to do February.

ELEVENTH ORDER OF BUSINESS Other Business

There being none, the next item followed.

TWELFTH ORDER OF BUSINESS Supervisor's Requests and Audience Comments

Mr. Brownlee stated we touched briefly on the signs of the builders that are still here. Did we determine who owns those signs since they are on CDD property? Are they developer signs or signs we can control?

Ms. Alfano responded we are still getting those answers for you.

Mr. Brownlee stated some are for builders that don't build here anymore.

Mr. Pollicino stated Ms. Alfano was going to send an email and I suggested if she didn't get a response in 30 to 45 days just take them down.

Mr. Eckert stated the entry monumentation, where a lot of those signs are, a lot of that land was deeded to the CDD and we really need know the particular locations to be able to check against the deed to make sure the CDD owns the property. If we own the property we can take

them down if we don't own the property then I would be concerned about taking it down. When I get that information I can cross check it.

Mr. Rucker stated I would like the board to think about some other mechanisms that you can get more audience participation. There was a gentleman tonight with his hand up and would probably like to comment but I understand the board's need for efficiency. Perhaps over time an examination of some alternative approaches can be done because it is frustrating to be in the audience and watch the process and think you might be able to contribute something but there is not a mechanism and by the time there is a mechanism you have a hard time remembering the initial issue and everybody has moved on.

Mr. Pollicino stated it is a good observation and I think the board has struggled and gone back and forth with having audience comments and I think we do a fairly good job of keeping residents engaged especially during the budget process when we seem to have the most discussion but as you see we are already 2 ½ hours into the meeting. We usually ask for audience comments at the end of the meeting and we will stay as long as there are questions.

Mr. Mahoney stated the chairman mentioned the name of the website and I think it is a great name I would encourage you to make a motion that the name be purchased immediately for the CDD that it not be owned by the web management company, that it not be owned by anyone other than the CDD. It is available for \$18.34 for two years so I would secure that as soon as possible. To find a name as good as the one the chairman mentioned is difficult.

Mr. Eckert advised the Board you don't need a motion for that, just tell Ms. Alfano to take care of it.

Mr. Mahoney stated the brick walls that line both sides of the entrance of a lot of these areas, I'm on Buckhead Court and there is a build up of moss or mold. I don't know if it is part of the maintenance to power wash those but I believe if you allow it to accrue it may damage the brick.

Mr. Edmonds stated we can get a power washing company in here.

Mr. Harrah stated we just paid to have a power washing company to come in.

Mr. Brownlee stated I think we just did the monuments not the walls.

Mr. Mahoney stated the comment was made if the HOA wants the storage shed to be a stucco building they can step up and pay for it but their counsel told them that the HOA did not pay for things within the CDD's purview, they can just hand over money and in 2015 they

handed over \$50,000 and in 2016 they budgeted to hand over \$50,000. One of the main considerations was the lights around the pool. There may be history I'm not aware of but at least from the meeting that I attended they were very much interested just as you are in the state of the community and maintain the community the way it is. Thank you for your service and I'm very pleased with the board's decision.

A resident stated the amenity staff talked about new owner orientation or welcome to Durbin Crossing. Definitely go forward. I moved here in June and there are a lot of questions It would have been nice to have one.

Mr. Mullen stated in reference to the issue of the dead trees, my neighbor had a dead tree in her backyard about a year ago and I thought she called St. Johns County and they came out and cut it down for free. She sent the crew to my next door neighbor and they cut that one down for free also.

Mr. Eckert stated it depends on who owns the property the tree was on and it could be that it was in St. Johns County right of way or St. Johns County land and that is why the county did it. We could authorize them to go on our land they don't have the ability to do that but it is a good comment and perhaps something that Mr. Edmonds can follow-up with the county on. It would be a good idea if we had the address of the property you are talking about so we could look at the ownership of where the tree was and see if it is a similar situation. I'm not aware of any county program to come in district owned conservation areas and cut down trees but it is worth looking into.

Mr. Zirnstein stated on the topic of the shed possibly being by the cell tower, the cell tower has three lessees for cell phone companies and they each had to pull their own power from the curb all the way back in individually and had to pull permits. It might be cost prohibitive to bring electricity back there and you would also have to rent or lease space for your shed from the owner.

Mr. Eckert stated I think the district does own some land that is in that area. I don't think we would be looking to lease any space. The electrical cost is a significant issue.

THIRTEENTH ORDER OF BUSINESS

**Next Scheduled Meeting – January 25, 2016
@ 6:00 p.m. at the Durbin South Amenity
Center**

Mr. deNagy stated our next scheduled meeting is January 25th and we had published 12 meetings and budgeted for 11 meetings. Next year we are looking at the bifurcation and possible refunding that might necessitate additional meetings. Do you prefer not to wait until January to have our next meeting, which is slated for December 21st or we can keep it as noted on the agenda for January 25th.

Mr. Pollicino stated I would like Jimmy to keep the board updated on the progress of the lights, maybe a weekly email of what is going on.

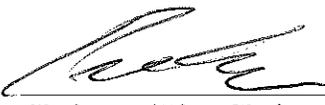
Ms. Alfano stated that can be on the Friday blast.

Mr. Pollicino stated unless something comes up with the lights that we need to meet I see no reason to meet in December.

Mr. Eckert stated we can also hold a special meeting with 10 days notice if something comes up.

On MOTION by Mr. Harrah seconded by Mr. Pollicino with all in favor the meeting adjourned at 8:42 p.m.


Secretary/Assistant Secretary


Chairman/Vice Chairman