

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, September 28, 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    |
| Jason Harrah       | Supervisor    |

Also present were:

|                 |                              |
|-----------------|------------------------------|
| Dave deNagy     | District Manager             |
| Mike Eckert     | District Counsel             |
| George Katsaras | District Engineer            |
| Roy Deary       | Vesta/Amenity Services Group |
| Jimmy Edmonds   | Vesta/Amenity Services Group |
| Margaret Alfano | Vesta/Amenity Services Group |
| Leah Tincher    | Vesta/Amenity Services Group |
| Dan Fagen       | Vesta/Amenity Services Group |
| Bill Kinsey     | Down to Earth                |
| Ilde Robles     | The LaSalle Group            |

The following is a summary of the actions taken at the September 28, 2015 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

**FIRST ORDER OF BUSINESS**

**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.

**FOURTH ORDER OF BUSINESS**

**Approval of Consent Agenda**

- A. Approval of Minutes of the August 24, 2015 Meeting**
- B. Balance Sheet as of August 31, 2015 and Statement of Revenues and Expenses for the Period Ending August 31, 2015**
- C. Assessment Receipt Schedule**
- D. Impact Fee Summary Report**
- E. Check Register**

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

**FIFTH ORDER OF BUSINESS**

**Consideration of Revised Dream Finders Survey and Other Related Matters**

Mr. Eckert stated the board has twice told them to come back with a survey that better matches what was in our contract with them, what you have in your agenda package is a survey that I have reviewed and I am not a surveyor but it appears to me that it does match what is attached as Exhibit A. From a staff point of view and George has looked at it as well, this is consistent with what our contract is and it would be our recommendation that the board approve it because that would be required by your contract if it is the same area we previously agreed to. When we sell them this property we will own part of that buffer area over which the board wanted to retain control. We will still own that but I asked them to tell me specifically what are you asking us to sign or commit our property to and the rezoning is part of it, it is a question of restrictions on our property, and I want to know what those are and they never got back to me on that. As they told us at our last meeting the only thing we were required to do was keep it fairly natural, which we plan to do anyway because it is conservation land. I don't anticipate that is going to be an issue.

Mr. Chapman stated I continue to have a conflict of interest on this matter so I won't be discussing or voting.

Mr. Brownlee asked we were at a 35 foot buffer, which was additional land so they backed off that and went back to the original description?

Mr. Eckert stated they backed off of what they are asking us to deed them. The county I don't think has backed off the 35 foot buffer, so whatever is outside what we are deeding them,

that still has to be in that 35 foot buffer we are going to have to sign a document saying we agree to submit our land to the development approval process to not be developed. It is conservation land and we can't develop it so it is not really a change for us.

Mr. Katsaras stated that 35 feet will probably have to be part of their PUD document so we may in some fashion have to be a part of the PUD because we own that 35 feet. They can't do anything without our approval.

On MOTION by Mr. Pollicino seconded by Mr. Brownlee with three in favor and Mr. Chapman abstaining from voting due to a conflict of interest the survey provided by Dream Finders that was consistent with the agreement was approved.

**SIXTH ORDER OF BUSINESS**

**Consideration of Request of LaSalle Group**

Mr. Robles stated we addressed the comments made at the last meeting and we relocated the entrance away from CDD land so there is no need to acquire CDD land. However, we would like to have the right to landscape and maintain that property because it is right in front of our entrance. We can do that through a maintenance easement or a license. The third issue is we requested from the county a reduction of the development edge on the back of the property from 35 feet to 20 feet. What I would like from the district is a letter of support or someone attending the board of commissioners meeting next month.

Mr. Eckert stated my recommendation if the board has an inclination to do so is just do a license agreement so that if for some reason some day circumstances change we can terminate it and it is not us giving away property rights or creating an encumbrance on title in the event there were an eminent domain action some day. I talked to Mr. Robles before the meeting about that and I think it is going to be a long time before anybody does anything with that property but it will give them the ability to maintain the appearance in the front of their property and give them that permission and it gives us flexibility later on.

In terms of the development edge this property I think is outside the district's boundaries and the development edge on the backside is not part of the Durbin Crossing Community and I think it is a field right now. In terms of supporting their request for a variance on the development edge I'm not sure how much attention the county would pay to us.

Mr. Robles stated you are the largest government close to us and you own the small sliver of land.

On MOTION by Mr. Chapman seconded by Mr. Harrah with all in favor staff was authorized to prepare a license agreement with the LaSalle Group to landscape and maintain the area in front of their entrance and the chairman was authorized to execute the final agreement.

Mr. Harrah asked is there a cost associated with the license agreement?

Mr. Eckert stated dealing with the negotiation probably takes longer than writing the agreement so \$200 to \$300 for the whole matter.

Mr. Pollicino asked would you be willing to pay our legal costs for the license agreement?

Mr. Robles responded yes.

Mr. Eckert asked do you want to do a letter of no objection or letter of support for the development edge variance?

It was the consensus of the board to have Mr. Harrah send a letter of no objection to the variance of the development edge in the back of the property.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Easement Encroachment  
1715 Pennan Place**

Mr. deNagy stated there is a diagram included in the agenda package. I received correspondence about a 10-foot easement and whether they can encroach into that. There is a pool they want to build and they are working with the HOA on getting approval but the HOA said there is a district easement there. I consulted with Mike and George and George has no objection to the encroachment. These you take on a case by case basis and it doesn't really set a precedent in the future if someone else were to as for an encroachment as there may be a different set of circumstances. I think the issue here was whether it creates any future problems on the lake.

Mr. Eckert stated we deal with this issue from time to time in districts and allowing the encroachment is one way to do it, what we have done in other districts is abandoned the part of the easement just because if someone puts a swimming pool in the easement it is not functional

anymore for you to run equipment back and forth. It is probably better to go ahead and abandon the easement rather than set it up for a dispute later on if in fact you can do that. Some boards will say we are not doing it at all; some boards will say we will deal with it on a case by case basis and we rely on the engineer's recommendation that we can still use the easement for its intended purpose after you have given up part of that and some boards shift the cost of dealing with it to the resident as well when they are asking the district to give up a property right, which really is what we are being asked to do. The board needs to make a decision whether or not they want to entertain these requests and if they do want to entertain these requests what the parameters will be for them.

Ms. Mendes stated I live on the lake and paid a premium for our property. About two years ago we had a couple pool people come out and showed them our survey and we found out we only have 10 feet out of 38 feet from the back of our patio all the way down to the bottom of the lake. At that time we decided to put our house on the market and it has been on the market two years, we have had two opportunities to sell it and both fell through because they couldn't build a pool. I'm asking to have 10 feet back. I'm not sure why you need 28 feet per Dave but from the top of the bank to the edge of the lake is 18 feet and that is CDD then another 10 feet is CDD for easement for drainage maintenance so I only have 10 feet. I don't know where to go from here. I tried to get quotes on doing an outdoor kitchen and we don't have enough room.

Mr. Pollicino asked how much of the 10 foot easement do you need?

Ms. Mendes responded the standard pool size is 15 X 30, what they said was even if I put in a 4 foot pool it has to be set back 4 feet so if it is set back 4 feet that only gives me 6 feet, that is not even worth it. To spend \$50,000 to improve our property we have lived here for 7 years it is disappointing.

Mr. Eckert stated the reason the easement is there and there is a neighboring community grappling with this issue right now is when pond bank failures happen it is to run heavy equipment back and forth on flat ground to be able to repair the pond banks when they have failures, which avoids driving construction equipment on a sloped pond bank.

Ms. Mendes stated you also have an easement on the side of the house.

Mr. Katsaras stated that is for the storm pipe from the road to the pond and that is not CDD.

Ms. Mendes asked what about the 18 feet from the top of the bank down?

Mr. Katsaras stated that is land owned by the CDD.

Ms. Mendes stated that is what I don't understand.

Mr. Eckert stated we are running bulldozers over the flat part of that easement right now in a neighboring community that just issued \$1 million in bonds to do pond bank reconstruction and that flat area is important for the repair. I'm not saying it can't work because George is the one who is going to give the opinion on whether or not it functions for its intended purposes. You asked the question, I don't see the need why anybody would ever need that 10 feet and I'm telling you they are using it in a different community right now.

Mr. Pollicino stated I hate to turn anybody down who wants to put a pool in their backyard. George, do you want to explain your opinion?

Mr. Katsaras stated in this particular case there are several drainage easements that connect into the pond so if there was a need to get equipment back into the pond, work on the pond bank there are other ways that we can get access so in this instance we would be okay. There may be another instance where someone wanted to do this you would land lock a piece of property owned by the CDD. If we release that easement, we physically couldn't get to the bank. In this case I think it is okay. We have access elsewhere to get around the lake should we need to.

Mr. Eckert stated based on the development as it exists today.

Mr. Katsaras stated based on the development as it exists today we can get around the pond, that is correct.

Mr. Chapman stated it sounds like from an engineering standpoint it can be done. From a policy perspective I would like to be able to provide the residents what they are requesting if we don't find a reason not to.

Mr. Eckert stated you are going to release a portion of the easement. Somebody is going to have to prepare a metes and bounds description of that because you still have to maintain the easement to get access that runs along the lot line on the side, which means you just can't say the last 10 feet of the lot.

Mr. Hasked who does the release of the easement?

Mr. Eckert stated we have to draft it or their attorney has to draft it and then we review it and you are going to want to get a certification from an engineer saying that we can still fulfill our maintenance responsibilities even though we are releasing this easement and you would want

to have that in the record as a board because you don't want to release an easement, allow a pool and then someday have to go back and take the pool by eminent domain because you really needed that for access.

Mr. Harrah asked the legal fees and engineering fees to make all this happen is that something the board pays for?

Mr. Eckert stated we deal with this at other communities. I can show you a sample of what we have done in another community before. I can draft the documents but almost every board I have ever had where it is a homeowner requesting a release of an easement that the district has the homeowner pay those costs rather than everybody else in the community pay the cost to benefit that one lot. I will be glad to talk to you after the meeting for a few minutes and I will give you my card.

Ms. Mendes asked what happens next?

Mr. Eckert stated we are going to meet in a month, she is not going to have anything done from a finality standpoint between now and the next meeting. We will get the documents prepared, you will get your survey done, we will present it to the board and the board would approve at that point a release of easement. What you are doing today is telling staff work with her to get that prepared to bring back to you so you can approve it at your next meeting.

Mr. Katsaras stated I suggest you work with your pool contractor to get a layout put together and put it in front of the county to make sure that you don't go through all this and pay the legal fees and survey fees then the county says no you can't do it because there are impervious percentage numbers they still have to meet and they are probably going to look for that.

Ms. Mendes asked I have to go to the county?

Mr. Katsaras stated yes, you are going to have to pull a permit on the pool. Your pool contractor will probably do that. You are not done. I'm just saying before you get too far down the road on this end make sure the permit side can work as well. If your pool guy can lay something out on this survey and take it to the county building department and say I'm getting the easement released from the CDD is this okay and they will say yes or no.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2015-09  
Amending and Supplementing Resolution  
2015-08**

Mr. deNagy stated next is consideration of Resolution 2015-09 amending and supplementing Resolution 2015-08 that was the resolution levying the assessments at our budget hearing at the last meeting.

Mr. Eckert stated there are two changes to the resolution levying and certifying assessments for collection for this upcoming fiscal year. In that resolution we did not have a structured payment plan like we had in years past, we also did not account for the fact that the Series 2006-1 Bonds are due to mature on November 1, 2015 and this resolution gives the people who are direct billed assessments the option to pay some now and some in the future in this fiscal year. It goes back to the way we have been doing it all along. It just wasn't picked up in the resolution you approved. It also certifies for collection the final installment of the assessments securing the 2006-1 Bonds. It is appropriate for us to adopt this resolution to match up with what our bond obligations are. We are going to talk more about the 2006-1 Bonds a little bit later on and we may end up amending this resolution again next month but for now we need to take these actions to make sure we are doing what we are supposed to under the trust indentures.

On MOTION by Mr. Pollicino seconded by Mr. Harrah with all in favor Resolution 2015-09 was approved.

**NINTH ORDER OF BUSINESS**

**Consideration of Agreement with Down to Earth of North Florida for Landscape and Irrigation Maintenance Services**

Mr. deNagy stated at the last meeting we approved an agreement with Down to Earth, the price on that agreement was \$261,246. I discovered Area 8, which was included in the scope of work was not included in that price so we are revising the agreement to include Area 8 that brings the total to \$265,638. There were also some changes to the scope of work with regard to grass cutting in county rights of ways that included areas along County Road 223 Area 1 and County Road 2209 Area 3, so we removed that from the scope of work. We are looking for a motion to approve the new agreement with the change in price and the change in scope of work.

Mr. Brownlee stated and the original contract was \$261,246 and the revised contract price is \$265,638 a change of \$4,000 a year.

Mr. Eckert stated which was in the bid. I think what happened is if you look at page 10 of the bid summary where it says annual total it is the \$261,246 that was areas 1-7 but what we

actually intended to do was areas 1-8 so it is not inconsistent with the bids and this bidder would have still been the low bidder even if you count in area 8.

Mr. deNagy stated area 8 was counted in the scoring evaluation.

On MOTION by Mr. Harrah seconded by Mr. Brownlee with all in favor the revised agreement with Down to Earth of North Florida for landscape and irrigation maintenance services was approved with the change in price and scope of work as outlined above.

**TENTH ORDER OF BUSINESS**

**Bond Related Matters**

**A. Consideration of New GMAC Forbearance Agreement**

Mr. Eckert stated item 10A is consideration of new GMAC forbearance agreement. This property is currently in a forbearance on their obligation to pay debt service. They do pay O&M but they don't pay debt service and that is at the request of the bondholders while they try to reposition that property. My understanding is there is a contract for sale of that property but it has not closed yet. The reason I put this on the agenda is because I did receive a draft copy of a new forbearance agreement on debt moving forward, however, there is one provision that was material that was missing and that was the amount of bonds that were going to be canceled as a result of some money being taken out of the prepayment account by the trustee. Until that issue is agreed to, I am not going to bring it before the board for approval. Hopefully, by next month I will bring it to you. At this point in time I couldn't ask you to approve it in substantial form because that is a material term that is missing.

**B. Consideration of Maturity Extension of Series 2006-1 Impact Fee Bonds**

Mr. Eckert stated the second issue is probably the one we are going to spend some time on tonight and that is your Series 2006-1 Bonds, which are the bonds you have outstanding on undeveloped land and those bonds are what we call a double barrel security, they are secured by both impact fee revenues that the district receives as well as special assessments. Those bonds are set to mature on November 1, 2015. It was always anticipated that those bonds, although secured by assessments, would really be paid down by the collection of impact fees. The downturn of the real estate economy kind of pushed that schedule back and now the bondholders are willing to extend the Series 2006-1 Bonds for probably another two years. The landowners

still subject to those. I think there are eight or nine properties still subject to assessments securing those bonds and their owners would like to see an extension. Certainly, from a district perspective if you have bonds that are still outstanding that are subject to forbearance or performing that is a good thing when you try to refinance the bonds that are on the resident owned property because you don't have a series of bonds that have expired that you haven't paid off. There are some advantages to everybody for extending the bonds. The big issue with extending the bonds is that it costs money to do that because you have to revise the indenture, you have to get new opinions, you have to do a new assessment methodology and then there are various filings you have to do with the IRS when you change the terms of the bonds. The estimated cost to do that for the trustee and trustee counsel fees is probably around \$20,000 to \$25,000. The cost from the district side in terms of Mr. deNagy's group to do the new methodology and us is probably going to run around \$15,000 total to do that. I would say your budget for that would be \$40,000. At least one of the landowners has indicated that they and another landowner would certainly be willing to contribute towards the cost of doing this but they are also asking the district to fund some part of extending those bonds. If you don't extend the bonds the bills that we will be sending out for those eight property owners will be very hefty bills because they will also include the principal amount of the assessment on that property, which we need to be able to pay the bondholders on November 1. You may get some landowners who pay that you may get some landowners who don't and then if they don't the district will have to spend money chasing them to get those amounts paid or they could just pay them. We really don't know what they would do on that date at this point in time. The conversation I need to have with the board is whether or not you want to authorize staff to work on the extension and if so how much is the board willing to contribute towards an extension effort. I will say the next item on your agenda, the extension of the commercial properties forbearance agreement that is Parcels R, S and T the bondholders have said they are not willing to extend those forbearance agreements so those forbearance agreements will run out and therefore, even though the bonds will be extended that property owner, which is the developer will be required to pay debt assessments moving forward and pay the amounts that are due under there, which are pretty hefty amounts. Based on my best judgment you are probably going to have Parcels R and S that don't pay the assessments because there is a lot of debt assessment on that property and I don't think there is going to be a future payment on those from the current

property owner, which I think would leave a hole in your O&M assessment collections of about \$27,000 while we chase that down. Because if they give the property over to the bondholders we are going to look at the bondholders to pay it or they are going to pay it and keep the property current. I do anticipate you will have at least that hole of \$27,000; whether you extend or not you are going to have that issue to deal with.

Mr. Harrah asked what is your recommendation that we go forward with reassessing those at some reduced price?

Mr. Eckert stated I think it is in the district's best interest if you want to have the cleanest bond history you can to go ahead and extend those by two years. That to me is an easy issue. The harder issue is how much money you are willing to contribute towards extending your bonds so that they are more performing than they would be if you let them expire. The reality is those are pledged revenues, no other resident is ever going to be forced to pay that amount it is just going to take longer for us to get the impact fees in as that property gets developed.

Mr. Pollicino stated if we agreed to pay a portion of the \$40,000 share it with the other people who have an interest in extending the bonds we have no guarantee that we will get our \$27,000 in O&M under any circumstances.

Mr. Eckert stated right now I would say if the bondholders were willing to extend the forbearance agreements you would get your \$27,000. They are not willing to do that so that \$27,000 you will get it, it is just not going to be in the time that you have asked to get it. The reason you would do the extension is (1) it keeps your bonds some what performing (2) you are going to incur costs if people don't pay or they don't understand why their bill is so high and we have to litigate with them. That will far outweigh whatever portion of the \$40,000 you want to pay but you are being left with a hole in your budget of that \$27,000 that you are going to have to wait longer to get and then also asking the board to pay towards the extension. You as a policy matter have to decide whether you think that is a good use of the district's money or not.

Mr. Pollicino asked are you pretty confident that we could have the developer as well as the homebuilder share in those costs?

Mr. Eckert stated the indications that I got were that this was advantageous to them as well and that they would be willing to contribute. How much I don't know but certainly when I hear that kind of a thing and they understand what the costs are I would say they are in for at least half if not more. I can't commit that to you but that would be my best guess.

Mr. Brownlee stated we had talked about refinancing some of our bonds now that they are 10 years old. If we don't do this extension will that negatively impact our ability to refinance this year or next year?

Mr. Eckert stated it won't help because you will have bonds that have matured that haven't been paid off whereas if you extend the time your bonds haven't matured but it makes a difference. Is it going to prevent it or not, I don't know. It is not a good thing to have bonds that mature and they are not paid off in terms of your credit.

Mr. Harrah asked is there any reason we are doing two years? I don't know what is going to happen in two years but we could be in the same spot.

Mr. Eckert stated two years is what the initial conversations were to the extent the bondholders are willing to do more than that we can talk to them about it. I have only had conversations with trustee's counsel, which is who we go through when we want to get a message to the bondholders.

Mr. Pollicino asked is there any way we could pitch an agreement where we agree to share the costs if we get reimbursed when it starts performing?

Mr. Eckert stated you can certainly do that. I wouldn't tie it to Parcels R and S.

Mr. Pollicino stated we are in a different financial situation than for profit businesses such as the developer and homebuilder. These aren't things we budget for but we can see the financial long term benefits of doing so. We can front the money and try to negotiate a deal where we get reimbursed on the backend at some time in the future that would help balance our budget so to speak.

Mr. Harrah asked the 2006-1 how much capital is left in that?

Mr. Eckert stated there is no construction money left in it. In terms of the bond balance that is levied on those particular properties probably \$2 ½ million in principal that is still outstanding. I think GMAC was \$1.2 million and it could be up to \$3 million. Again, it is an obligation of the district to pay that but only out of the pledged revenues, which are the impact fees on that property and the assessments on that property.

Mr. Harrah asked if we paid some money it would be reasonable to me that the impact fees could be pledged back to us.

Mr. Eckert stated they currently are, the impact fees have to be paid to us not the county and we take that money and send it to the bondholders.

Mr. Pollicino stated we would agree to share in the cost if we can get some type of agreement to get reimbursed.

Mr. Brownlee asked should we put a cap in?

Mr. Eckert stated it is a business decision for you to make.

Mr. Pollicino stated I think we just give him authority to negotiate the best he can. Time is of the essence.

Mr. Eckert stated we have to do a lot of work before your October meeting because if you want to have them extended before their maturity it is our October meeting. If the board wants to give me authority to do it but not to exceed half or not to exceed a third with a reimbursement on the backend just let me know and I can do that if that is what you want to do.

Mr. Pollicino stated not to exceed one half, 50% of the cost and get reimbursed on the backend.

Mr. Eckert stated I will bring that agreement back to you in October. If we can agree in principal we can prepare the documents and Dave can prepare the methodology.

On MOTION by Mr. Pollicino seconded by Mr. Harrah with all in favor district counsel was authorized to negotiate to extend the maturity for two years, costs to be shared and pay no more than 50% to be reimbursed on the backend and district manager was authorized to prepare the methodology report.

**C. Consideration of Extension of Commercial Properties Forbearance Agreements**

This item discussed earlier in the meeting.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Agreement with Vesta**

Mr. deNagy stated next is consideration of agreement with Vesta Property Services, Inc. and a copy of the agreement is included in your agenda package.

Mr. Harrah stated we talked about getting some type of equipment for Jimmy to ride around on that has the Durbin logo so people know he is part of Durbin Crossing and something to put that in. Is that something that should be part of this total cost or is that something done separately?

Mr. Eckert stated right now that contract is written such that they provide all machinery and materials, everything they need to do to perform their scope of services. If you want to dictate that they do that and they don't have that equipment that is going to raise an issue we need to negotiate with them. If the board wants to buy something and give that to them that is a totally different issue that is outside the scope of the agreement.

Mr. Pollicino asked who buys it, who owns it, who maintains it, is it us or them and if it is them, how does that impact the contract? We have to either revise this and say we would give you X amount of dollars a year, you buy it, maintain it or we buy it.

Mr. Brownlee stated I don't think we want to buy it.

Mr. Eckert stated if you are going to specifically dictate how they do their job and what equipment they must use in doing their job such as the four wheeler or whatever it is then that is something we didn't put in the contract or RFP as terms and requirements for a specific piece of equipment.

Mr. Pollicino stated the contract says you are going to maintain the ponds absent this how do you plan on doing that.

Mr. Edmonds stated the other way than driving around each one walking on foot.

Mr. Deary stated what we are saying is there is an enhanced level of efficiency and performance if you agree to do that but we can abide by this contract and do what Jimmy just said and we are doing that at Murabella, we know how to do that. You may decide in the long run you are better off having that enhanced level of efficiency and performance by investing in that and if you shift the cost to us then I think it is an amendment to the agreement. This is the scope of work you put in the RFP and this is what we responded to.

Mr. Pollicino stated we wouldn't be interested in owning or maintaining one of these things. If you had to amend your contract to include this type of equipment to get around what does that do on a yearly or monthly basis? Would you factor in a lease?

Mr. Deary stated we didn't prepare a leasing cost but there are companies out there that lease but we can find out and bring that back to the next meeting. If you choose to change vendors the equipment doesn't go away when you change vendors if you purchase it.

Mr. Pollicino stated I think the best case scenario would be an amendment to the contract.

Mr. Deary stated storage is the other issue.

Mr. Chapman stated as I read this scope of services I believe all the proposers came up with a method to get all this done. I don't see where this is our responsibility to pay for the gator. Efficiency and how he does his job is how he does it I don't see it as us. I'm okay with a gator and think it is a great idea.

Mr. Brownlee stated I think we approve the agreement today and you bring an amendment to the board at the next meeting and we will make a motion on that and see how it plays out.

On MOTION by Mr. Brownlee seconded by Mr. Pollicino with all in favor the agreement with Vesta Property Services, Inc. was approved.

**TWELFTH ORDER OF BUSINESS                      Discussion of Granting JEA an Easement Over a District Parcel**

Mr. Katsaras stated this involves a strip parcel that the CDD owns near the townhomes on the south end of Durbin Crossing CDD. This strip parcel had a conservation easement over it in 2013 and the developer worked with the CDD back then to release the conservation easement knowing there was going to be potential utility connections going through there as well as possible access on that driveway stub out. The easement was released and we are trying to come back now and get that JEA easement for the utilities. They would all be underground utilities for sanitary sewer serving the townhome community as well as a water main. I would like to see if the CDD is fine with this and I sent Mike a copy of the proposed easement language that would include restoration language. The benefit is that it would serve future Durbin residents as opposed to Dream Finders or the LaSalle Group, which involve lands outside the district.

On MOTION by Mr. Pollicino seconded by Mr. Harrah with all in favor the grant of easement to JEA over a parcel of land was approved subject to final review by district counsel.

**THIRTEENTH ORDER OF BUSINESS                      Update on Forest Edge Sidewalk**

Mr. Katsaras stated we submitted plans to the county and they had two minor comments and we resubmitted and hopefully we will get those this week and once received I will give them to Jimmy and he can get a contractor for that work.

**FOURTEENTH ORDER OF BUSINESS      Staff Reports**

**A.    Attorney**

Mr. Eckert stated I will work on the 2006-1 Bonds and send an email to the board to let you know the status of that issue.

**B.    Engineer**

There being none, the next item followed.

**C.    Manager**

There being none, the next item followed.

**D.    Operations Manager - Memorandum**

A copy of the memorandum was included in 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.    Discussion of When to Schedule Charity Events**

Community outreach programs and charity events will be held four times a year to coincide with other events when possible.

**4.    Discussion of Fiscal Year 2016 Special Events**

Staff is to stay within the budget on events and if there are events for residents where they pay it has to be paid in full by residents. The Board does not want a single event to be funded by the District and admission fees.

**FIFTEENTH ORDER OF BUSINESS      Other Business**

There being none, the next item followed.

**SIXTEENTH ORDER OF BUSINESS      Supervisor's Requests and Audience Comments**

Mr. Chapman stated I have the capital improvement survey and I would like to send it out with the total cost for each item and what it would cost each resident for the following: pool lights, landscaping with a low, medium and high range.

Ms. Tincher stated there are more questions about adding a bigger gym.

Mr. Chapman stated I will add that.

Mr. Harrah stated I would consider shade for the tot lots, one for the north and one for the south and we have heard some discussion about having new up to date playground equipment.

Mr. Pollicino stated the last time the soccer goals came up it seemed to be a bad idea.

Mr. Chapman stated it is not the cost but the question is do we want to have this. If we have two goals we may have more outside people but if we have one goal it would cut down on that.

Mr. Fagan was asked his opinion and he stated they are a liability and they encourage outside use, it wears the field down.

Mr. Pollicino stated I'm concerned about the parking situation.

It was the consensus of the board to leave the option of soccer goals off the survey.

Mr. Chapman asked would it make sense to do the pool lights this year and delay the survey until after the first of the year.

Mr. Harrah stated maybe the survey should only have the question on pool lights and in January send out a survey so that items can be budgeted.

A resident stated to continue your conversation about the lights I'm on the HOA presently and it turns over in December at which time it will probably be all residents and we as a board could vote on providing a maximum of \$50,000 and that would be after January 1. Add that into your timetable and that is assuming the board will approve it. I can't guarantee anything.

Mr. Harrah stated we could move forward with it in November under our own budget and if we get reimbursed by the HOA we don't have to wait until January.

A resident stated if you wanted to consider a pool the townhouses are going to use this facility and you could perhaps contribute to them and put in a pool up there.

As to the agreement with Vesta, you put out a performance contract that they had to do certain things they bid on it and said we are going to do this and then you come to the next meeting and you say why don't we buy you all this equipment and I don't understand that philosophy. They bid on it and it is up to them on how they perform that contract and I don't see the need to start buying equipment or even leasing equipment. You don't go to Down to Earth and say now we will buy you new lawnmowers and new trailers and you can store them over in Jason's lot. I don't understand that contract philosophy. You issued a performance contract, they bid on it, let them figure out how to perform.

Ms. Rucker asked the survey question about the pool is that budgeted or will it raise CDD fees and will the residents know that when the survey goes out?

Mr. Chapman stated that is an excellent point they should know that and it is my understanding that we do have that funded.

Mr. Pollicino stated the lights for the pool are funded. There is no proposed increase in CDD fees it will be a combination of saved money from other areas and if we get a contribution from the HOA that will help even more.

Mr. Rucker stated when the storage facility started there was an issue because Jason wanted leases and all the people said no you aren't going to hold us to a lease and that is important because I asked him why he was doing that and it was because he wanted to keep all the equipment out, construction equipment, lawn mowers and they banned having any of that sort of equipment in there, just RVs and boats. I don't know if they changed it.

At least three times it has been mentioned and it hasn't been done, the signs are still there and the flags are still there, one sign is leaning. Dream Finders is not building any more homes.

Mr. Pollicino asked Jimmy can you take care of it?

Mr. Harrah stated there are two things, one is the building owner signs that are sticking in the ground and you have to get with the building owners for those but we have the Durbin Crossing signs that show the list of builders currently in the community and the majority of those have been gone for years, just slide those out.

September 28, 2015

Durbin Crossing CDD

**SEVENTEENTH ORDER OF BUSINESS    Next Scheduled Meeting – October 26, 2015  
@ 6:00 p.m. at the Durbin South Amenity  
Center**

Mr. deNagy stated the next scheduled meeting is October 26, 2015.

On MOTION by Mr. Harrah seconded by Mr. Pollicino with all in favor the meeting adjourned at 8:18 p.m.



Secretary/Assistant Secretary



Chairman/Vice Chairman