

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 25, 2017 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
Sarah Gabel Hall	Supervisor
Jason Harrah	Supervisor
Debbie Driscoll	Supervisor

Also present were:

Dave deNagy	District Manager
Mike Eckert	District Counsel
Stephen Howell	Vesta/Amenity Services Group
Dan Fagen	Vesta/Amenity Services Group
Margaret Alfano	Vesta/Amenity Services Group
Daniel Laughlin	GMS
Leslie Pragasam	Aquatic Systems
Adam Pratt	The Pratt Guys

The following is a summary of the discussions and actions taken at the September 25, 2017 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. and led the pledge of allegiance.

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

Discussion of Matters Related to U.S. Bank Litigation

Mr. deNagy stated you should have received an email from me with an update from our special counsel, Scott Clark. He and I met in Orlando on September 5th with the judge and went over the details of the case. The only change was to the scheduling of the case, where we added a mediation due date of January 31st. We are hoping to mediate this in advance of going to a jury trial that was set for November 5, 2018.

FIFTH ORDER OF BUSINESS

Approval of Consent Agenda

- A. Approval of Minutes of the August 28, 2017 Meeting**
- B. Balance Sheet and Statement of Revenues and Expenses**
- C. Assessment Receipt Schedule**
- D. Impact Fee Summery Report**
- E. Check Register**

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

SIXTH ORDER OF BUSINESS

Consideration of Vacating a Portion of a Drainage/Maintenance Easement at 258 Glen Laurel Drive

Mr. deNagy stated this is a carryover from our last meeting and is consideration of vacating a portion of a drainage/maintenance easement at 258 Glen Laurel Drive. I provided you with a handout, which is an update from our last board meeting.

Mr. Pratt stated there have been a couple of changes. The pavers are going a total of 5 feet into the drainage easement at the furthest point. The majority of it is 3 to 4 feet into the easement. The pool is not going into the easement, the pergola is going 1' 6" into the drainage easement. We are asking for partial release of the easement since we are not going all the way into the easement.

Mr. Harrah asked where did we leave this the last time?

Mr. Eckert stated the board had asked me to see if there is some sort of agreement we could record against the property that would replace the drainage easement to protect the district if the district ever needed to access that and use that land. We suggested an encroachment agreement, which is what our real estate attorney suggested and they ran that through the county and the county said no, you have to have a release of the easement and I think the county also told you that they wouldn't permit or release more than 4 feet so you couldn't release even the amount that they were asking at that point in time. Today you are being asked to release a smaller portion of the easement and to me the issue would be are you being asked to release 2 feet for the pergola or are you being asked to release for the pavers, which is between 2 and 5 feet because I think you have the same issue with the county at 5 feet.

Mr. Eckert asked how much of the easement are you asking the board to release?

Mr. Pratt responded 50%.

Mr. Eckert stated so four feet.

Mr. Pratt stated there are some areas that are more some areas that are less our average going into the easement is less than 50% because the property line is curved the pavers are straight so there are some areas that are more some areas that are less but our average is less than 50%.

Mr. Eckert stated for purposes of us driving a truck through there or a piece of equipment you may be restricting it down to more like 3 feet in those 5 foot areas or the alternative and I don't know if the county will allow this but if you are just asking us to release the easement where the pergola goes will the county let you put pavers in our easement with an encroachment agreement?

Mr. Pratt stated the pergola is perfectly fine so the pavers are fine going further than that because the county requirement is actually 3, the pergola structure cannot go more than 4 feet into that drainage easement, which we are only going 1.6 feet. There is one small portion that is dead center of the property that is going 5 feet into the drainage easement due to the curvature of the property line. If for some reason we need to pull back the pavers 1 foot we can do that or we could say that 1 foot of pavers in the dead center if for some reason you needed access in the future we would be willing to remove that 1 foot of pavers in the dead center.

Mr. Brownlee asked is it not possible to push that one foot to the edge of the easement or is it not feasible?

Mr. Pratt stated it is not feasible.

Mr. Eckert asked would the county approve if the board released two feet and then had an encroachment agreement with you that you would remove the pavers if we ever had to go through there then you could replace them after that, would the county approve that?

Mr. Pratt stated they want a release of the easement.

Mr. Eckert asked to put pavers in you have to have a release of the easement?

Mr. Pratt responded yes.

Mr. Eckert stated then you are looking at 4 or 5 feet. You need a full release for where you are putting improvements, which is only part of the land. When you say partial there is no such thing as a partial release, we are either releasing the easement or not. I think partial is talking about sections of land but not rights. You are being asked to release the easement in the shaded areas on the sketch. All it is doing is if we have to use that easement area that you are giving up then you are going to have to work with the homeowner and you may have to pay the homeowner to use it because you no longer have that easement right.

Mr. Harrah asked is there a slope that is going to require a retaining wall?

Mr. Pratt responded yes, because we are going to have a 12" retaining wall and that is coming from the back of the lanai.

Mr. Harrah stated based on what I'm seeing between the top of bank and edge of pavers and if there is an emergency then it would be pavers that would have to be removed I'm hearing you don't think it is an issue where it is, I'm hearing George say he didn't think it was an issue where it is at so I'm okay with it.

On MOTION by Mr. Harrah seconded by Mr. Pollicino with all in favor district counsel was authorized to work with the applicant at the applicant's expense to release the drainage easement at 258 Glen Laurel Drive as depicted on the drawing as discussed.

Mr. Eckert stated the next thing you need to do is get with a surveyor and get a metes and bounds description of the easement area you are seeking to be released prepared so we can take a look at that because that is what gets attached to the release of easement.

Mr. Brownlee asked do we need something in the agreement that says they will remove the pavers if necessary?

Mr. Eckert responded I don't know how you are going to enforce that. You are giving up all your property rights.

Mr. deNagy stated we were going to have Leslie from Aquatic Systems next if we can go out of order.

Aquatic Systems

Ms. Pragasam stated so far it has been a great year, there have been a couple bumps in the road with some algae but I think overall we are in really good condition. Working with Steve and Margaret has been so easy our communication is really good. Hopefully, you have seen some improvement across the board.

Mr. Howell stated it is very different from last year and the communication is real good and she is very responsive to text messages. The one issue we had was a few areas we had water backed up as it was going through the outfall structures.

Ms. Pragasam stated the state requires that the grates be put in place before they will issue a permit for the carp or allow us to stock grass carp in the ponds to help with controlling some weeds and things like that. Before the storm or hurricane the techs will come out and we will all go to every single locale across the board and make sure those barriers are clear of debris. Obviously during a storm when you have heavy rain coming through you are going to get some sort of debris that block up that area somewhat. You still have emergency overflow over the top of these control structures so even if the water were completely 100% backed up in front of the carp barrier you are still going to get water to exit that control structure as it is designed to do. After the storm our office was actually closed Monday following the storm. Kate, myself and another tech came in Tuesday following the storm and we were the only ones that didn't have damage to our homes so Kate was actually onsite at Durbin Crossing the entire day Tuesday going through each pond at the control structure and cleared any sort of debris. It is sort of the nature of the beast but the carp barriers are necessary and it is another part of our job to make sure they are clean.

Mr. Brownlee asked do we have any ponds with significant algae problems right now?

Ms. Pragasam stated there is some algae. The issues we saw last year are still around but there is a lot less than they were.

Mr. Pollicino stated we have come a long way since you have been on board and I'm sure the good work will continue.

SEVENTH ORDER OF BUSINESS

**Consideration of Use of District Property by
a Pool Contractor for 157 Quail Creek Circle**

Mr. deNagy stated we received word from the applicant that the neighbor has given access to the pool contractor so this is no longer an issue for the District.

Mr. Eckert stated they said they would contact us if that fell through.

EIGHTH ORDER OF BUSINESS

**Consideration of Conveyance of Palisades
Entryway Landscaping and Corresponding
Maintenance**

Mr. Eckert stated in your agenda package is a warranty deed as well as a bill of sale for entry feature improvements. If the board wants to accept the warranty deed and bill of sale it would be a simple motion to accept those and we would coordinate getting them recorded and this just gives you the entry monument and you will take over the maintenance responsibility for the entry monument areas as well as some right of way and land adjacent to the right of way. Steve and Dave brought up some good points after the last meeting that I think will help us from the budget standpoint.

Mr. Harrah asked what about maintenance to the monuments themselves?

Mr. Eckert stated we would own them, just like we maintain the other monuments throughout the community. At the last meeting there was an increase to the maintenance cost that was anticipated above and beyond what the board saw before.

Mr. Howell stated we had already approved what we needed to approve and what happened was a miscommunication and the drawing was of an area that needs to be maintained. At the end of the day the original map was approved for the Palisades entryway.

Mr. Eckert stated I think it may be around \$9,000 less than what we told you and you had approved at the last meeting so there is \$9,000 that you included in your budget that we are going to be able to reallocate in a different direction.

On MOTION by Ms. Hall seconded by Mr. Harrah with all in favor the conveyance documents for the Palisades entryway were accepted for ownership and maintenance subject to a final inspection.

NINTH ORDER OF BUSINESS

**Consideration of England Thims & Miller
Work Authorization No. 35**

Mr. deNagy stated work authorization no. 35 is related to the parking lots and is an amount not to exceed \$30,000.

On MOTION by Mr. Harrah seconded by Mr. Pollicino with all in favor work authorization no. 35 in an amount not to exceed \$30,000 was approved.

TENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Eckert stated included in my report is the license agreement for UPS. The amount is \$1,000 and it is the same form as last year. We made sure there was language that they have to move it if we need them to move it because we were concerned about the parking lot construction.

On MOTION by Mr. Harrah seconded by Ms. Driscoll with all in favor the license agreement with UPS was approved.

Mr. Eckert stated Clark's last day with our firm was on Friday and to the extent the board has any questions or things come up or you need help, please direct them to me. I do anticipate introducing you to somebody else at the next meeting that will help. As you are aware we try to keep a partner and an associate available to help with the district so there are always two people who know what's going on and also there is someone to do things at a lower billing rate when they need to be done and that person is capable.

Mr. Pollicino stated I have reached out to the chairperson of Aberdeen and left a message and I have not yet heard back from her.

Mr. Eckert stated we will make it happen.

Mr. Harrah asked are we complete with Dream Finders?

Mr. Eckert stated everything is done with that except there was an issue that came up with the turf.

Mr. Howell stated that is still a work in progress. I emailed them Tuesday after the hurricane and he responded on Wednesday and copied me on an email he sent to his vendor that

will be in charge of that, still waiting on the price. Haven't heard since then but my gut says they probably have run into the same issue of getting dry turf that everybody seems to be having. I will keep my eye on it.

Mr. Eckert stated I'm not sure the board even knows what the issue is.

Mr. Howell stated when the county came in and tore up a portion of the easement in front of St. Andrews they tore out our Bermuda that was maintained and irrigated for months. The county replaced it with Bahia and we called them on it and talked to the county and then the hurricane happened. We are not mowing it. Dream Finders didn't like it either and have said they will take care of it.

Mr. Eckert stated that is the only issue I am aware of with Dream Finders; everything else should be done.

B. District Engineer

There being none, the next item followed.

C. District Manager

There being none, the next item followed.

D. General Manager - Report

Ms. Alfano gave an overview of the hurricane preparations, presented certificates of appreciation to her staff for their help cleaning up after the hurricane then reviewed her report, a copy of which was included in the agenda package.

E. Operations Manager - Report

Mr. Howell gave an overview of the field operation manager's report, a copy of which was included in the agenda package.

ELEVENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

September 25, 2017

Durbin Crossing CDD

TWELFTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

There being none, the next item followed.

THIRTEENTH ORDER OF BUSINESS

**Next Scheduled Meeting – October 23, 2017
@ 6:00 p.m. at the Durbin South Amenity Center**

Mr. deNagy stated our next meeting is October 23, 2017 at 6:00 p.m. here at the South Amenity Center.

On MOTION by Mr. Brownlee seconded by Ms. Hall with all in favor the meeting adjourned at 6:58 p.m.


Secretary/Assistant Secretary


Chairman/Vice Chairman