

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, June 24, 2019 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 by telephone
Sarah Gabel Hall	Supervisor
Jason Harrah	Supervisor
Debbie Driscoll	Supervisor

Also present were:

Daniel Laughlin	District Manager
Dave deNagy	GMS
Mike Eckert	District Counsel
Stephen Howell	Vesta/Amenity Services Group
Roy Deary	Vesta/Amenity Services Group
Margaret Alfano	Vesta/Amenity Services Group
Danelle DeMarco	Vesta/Amenity Services Group
Mike Wooldridge	R&D Landscaping
Buddy Tate	R&D Landscaping by telephone

The following is a summary of the discussions and actions taken at the June 24, 2019 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Pledge of Allegiance

Mr. Laughlin called the meeting to order at 6:01 p.m.

SECOND ORDER OF BUSINESS

Roll Call

Mr. Laughlin called the roll.

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 May 20, 2019 Meeting**
- B. Balance Sheet and Statement of Revenues and Expenses**
- C. Assessment Receipt Schedule**
- D. Check Register**

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

FIFTH ORDER OF BUSINESS

Discussion of Renewing Agreement with Aquatic Systems, Inc.

Mr. Eckert stated currently your agreement provides that it will automatically renew until terminated, which basically means it will automatically renew until we bump up against the competitive bid threshold, which we are not close to doing at this point. If the board is happy with the service then we would need a motion to notify the contractor that we are going to renew for another year as a courtesy; it is not required under the contract, but it would be a courtesy.

Mr. Pollicino asked did it renew at the same price or is there an increase?

Ms. Alfano stated there was a nominal increase.

On MOTION by Mr. Harrah seconded by Mr. Pollicino with all in favor staff was authorized to notify Aquatic Systems, Inc. that the agreement was renewed for another year.

SIXTH ORDER OF BUSINESS

Discussion of the FY20 Budget

There being no discussion, the next item followed.

SEVENTH ORDER OF BUSINESS

Acceptance of the Public Facilities Report

Mr. Laughlin stated this is something required by Florida Statute, it is a report that is provided to the county to let them know if you are planning on expanding or building anything new. The report is done every seven years.

Mr. Eckert stated it is required by statute so the county can coordinate any kind of expansion or renovations such as a new water, sewer or irrigation line. The intent is so the county can pull up this report and say, okay this is coming why don't we reach out to them. Since 2003 I have never had a county or city contact a CDD because of this report. When it comes up for permitting that is when people start thinking about coordinating but it is still a requirement of statute so as your legal advisor, I'm saying we have to comply.

On MOTION by Mr. Harrah seconded by Mr. Pollicino with all in favor the public facilities report was accepted.
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EIGHTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Eckert stated one item we will be bringing to you in August or September is the legislature did pass some change to how we select our audit selection committee and who has to be on it as well as direct all local governments that they have to develop policies to eliminate fraud, waste and abuse. There are internal controls we have to develop and we are working with your managers and also the auditors to make sure that whatever somebody proposes is actually going to satisfy the auditor because nobody wants to implement something that the auditor is not going to accept.

Most of the things we were very concerned with the legislature did not become law.

B. District Engineer

Mr. Harrah asked when does their contract come up for renewal?

Mr. Eckert stated it is a continuing contract, but they present to you a rate proposal at the beginning of each year.

C. District Manager

There being none, the next item followed.

D. R&D Landscape

Mr. Tate stated I submitted a report a week or so ago to Steve and Margaret and I assume everybody has a copy of that. Everything looks to be in pretty good shape and the only thing to be concerned about are the pH issues and that is open for discussion.

Mr. Harrah stated I want to summarize where I think we are at. The areas as you pull into North Durbin Parkway that are the north areas, the issue R&D is pointing out there is when the traffic guards park they park on the asphalt but a little bit on the grass. We have to make sure they don't park on the grass areas. I don't know if that is something we call St. Johns County Board of Education and say the crossing guards can't park on our grass they are killing the grass.

Mr. Eckert stated it would be to the superintendent of the schools.

Mr. Harrah asked should we call them or write a letter?

Mr. Eckert stated I would write them a letter. GMS can draft a letter.

Mr. Harrah stated you can say at the intersection of North Durbin and South Durbin and include the pictures that are in the letter.

Mr. Pollicino stated I want to make sure that is the only issue in that section.

Mr. Wooldridge stated there is no other reason that grass is failing.

Mr. Harrah stated we are going to address that issue for the upcoming school year. Right now it is a bare area caused by the previous school year. What are the terms of the contract?

Mr. Wooldridge stated it depends on the situation of how that grass got to where it's at. Conceivably we can be patient and now they are not parking there we have alleviated the stress on the turf and we can save that money or we can pay to replace it.

Mr. Howell stated I think we need to replace it.

Mr. Harrah stated Steve, get with R&D and get that resodded. Another section that is somewhat of an issue is areas where the oak trees are. We can cut the trees down and that grass will grow or we put some kind of sage grass that we have on North Durbin that is on both sides of the road in the area where there is forest.

Mr. Wooldridge stated we shouldn't worry about moving the trees.

Ms. Driscoll stated this area in the last three weeks the irrigation has been running almost on a daily basis. My concern is that since there has been a lot more attention to the irrigation, these areas have changed. Some of the areas that are of concern, a large area across from the north amenity pool, weren't mentioned in the letter.

Mr. Harrah stated the question is, do we just have a bare spot under the oak trees or do we want to address it.

Mr. Tate stated we have had a little more attention to the details, however, we have had such rainfall over the past several weeks I think those are more of a contributing factor to the recovery in those areas. There are still some brown areas where the irrigation isn't reaching and it is obvious it is not reaching them where the irrigation is running. We need to look at the irrigation and make sure it reaches all the areas on North Durbin. In my letter I mention the St. Johns River Water Management District limiting the pressure and maybe what we are seeing is a lack of pressure to some of these areas that tend to be brown. If we have coverage but there is not enough water pressure that could be a contributing factor.

Mr. Harrah stated under the tree canopies you are saying those will never have a suitable amount of grass that will take and you suggest we put some kind of St. Augustine grass underneath them or we put a mix of liriope and jasmine. Is that something we want to add or do we want to leave them bare?

Ms. Alfano stated start with adding mulch and see if that grass is going to take before we do the bigger plan of adding vegetation, removing turf, etc.

Mr. Harrah asked do we want to get a proposal from R&D to add mulch to those oak canopies?

Mr. Pollicino stated if you do that you aren't going to get any grass. Do we add just a little bit?

Ms. Alfano stated you can judge where you think the grass will grow and where it is going to stop and extend the mulch to that point.

Mr. Harrah stated my biggest goal is to get turf in front of the sign.

Mr. Wooldridge stated we can slowly build in ground cover.

Mr. Harrah stated the third item is reclaimed water and the report says the more reclaimed water you add is actually hurting the Bermuda grass.

Mr. Howell stated we went down this road last year and specifically put in the RFP to make sure based on their recommendation of adjusting the pH level and this is what they have been doing and it has been successful with some of the St. Augustine areas, but I don't know that they have been doing that on the Bermuda as well and that is what he is talking about. The

biggest issue was when they back off the pressure to us and we didn't know and the coverage wasn't close to what it was supposed to be.

The following issues were discussed: broken sprinkler heads, broken irrigation lines, irrigation inspection supposed to be bi-weekly, old brittle sprinkler heads, the irrigation tech is only four days a week versus five days per contract and he is shared with other properties. Steve was directed to meet with R&D with a copy of the contract so everyone has the same understanding.

Mr. Eckert will send a cure letter to R&D, based on our understanding they are currently not meeting the terms and conditions of the contract, we have a sprinkler irrigation line item in the contract that requires bi-weekly inspection and providing a report to staff, irrigation tech should be here five days and he is here four days, include the key deliverables they are not meeting and give them 30 or 60 days to provide a response on how they are going to cure those non-deliverable items.

Mr. Eckert stated something Steve brought up in his report is that R&D will be converting back to Down to Earth in July 2019. From a legal standpoint if they are changing a DBA name I don't care but if they are changing the corporate structure that is something I need to understand in terms of the contract. Can someone from R&D explain to me what that means to convert back to Down to Earth?

Mr. Tate stated we are essentially changing our DBA and that is it, the corporate structure stays the same.

Mr. Eckert asked have you done that with the state yet or are you going to do that in July?

Mr. Tate responded July 1st is the time it officially changes.

Mr. Harrah stated you do good work, but if nobody knows it is supposed to be bi-weekly versus monthly that is a pretty big deviation that we have been making progress payments on and you are not performing in accordance to the terms and conditions. Make sure the letter gets copied to the head brass of those companies and we get an appropriate response letter and if we don't we will look to re-advertise in the fall.

Mr. Tate stated we are failing to provide the irrigation report as required by the contract. That will be taken care of and you can expect the first one next week.

E. General Manager - Report

Ms. Alfano gave an overview of the general manager's report, a copy of which was included in the agenda package.

F. 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.

NINTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

Mr. Harrah asked when are we adopting the budget?

Mr. Laughlin stated in August.

Mr. Eckert stated today is the last scheduled board meeting for you to change your high-water mark.

Mr. Harrah stated August is adoption and the one set aside is heating the pool. How much is that?

Mr. Laughlin stated \$200,000.

Mr. Harrah asked do we feel that adequately represents the whole all-in cost, staffing and everything?

Ms. Alfano stated that is just the geothermal component.

Mr. Harrah asked do we want to look at what the all-in cost is for that? Do we have an idea?

Ms. Hall stated if we know we are going to do it couldn't the request go in to Vesta for the budget year coming up?

Mr. Harrah stated I don't know what kind of number Vesta will have for the staffing, but I imagine it is going to be significant.

Ms. Hall asked can we do an addendum to the budget whereas if we heat the pool the staffing levels go to this?

Mr. Eckert stated you can move money around within your budget after today but you are not going to be increasing it so today is the day where you decide if you want to increase the budget up any higher, which would mean an assessment notice to everyone and if you are not going to increase the total assessments you are collecting and you are just reworking things within your budget or transferring things then you have time to do that all year.

Mr. Laughlin stated on top of the \$272,000 there is \$46,000 going to capital reserve. We still have more than what was recommended.

Mr. Harrah asked then anything over the \$200,000 we would pull out of our general fund or capital reserves? If we fine-tune it and it comes out to \$450,000, what do we do?

Mr. Laughlin stated we have capital reserve money.

Ms. Hall stated I thought we originally budgeted it for \$250,000.

Mr. Laughlin stated \$200,000 is the same as we budgeted last year; we kept that the same.

Ms. Hall asked does that include the new A/C units and new pumps?

Mr. Laughlin stated I'm not sure.

Mr. Pollicino stated it is just a placeholder.

Mr. Harrah stated the reason I brought it up is if we want to add anything. Are there any other capital projects that we want to look at separately?

Ms. Alfano stated we are going to plan accordingly for the others but that would be the next large project.

Mr. Harrah stated you are going to write R&D and we are going to have 30 days to respond.

Mr. Eckert stated I'm going to look at the contract because it may be a lot shorter notice than that. I want to follow the contract terms. I will work with you and Steve to make sure you are comfortable with where we stand.

Mr. Harrah stated they will give us a letter back then. What is our timeline to advertise a contract?

Mr. Eckert stated you only have to have it on the street for seven days, but you want it on the street for 30 to 45 days. If you are going to provide a cure notice and you are still not happy you are going to have 30 days without cause to terminate or immediately for cause if you want to terminate. You probably have grounds for cause if you wanted to but most people don't do that so you don't have to fight about that, you give 30 days. You are probably 90 to 120 days of getting another contractor in.

Mr. Harrah stated it is the last thing I want but I want to know the timeline. Last time we had a landscape committee in July or August and put it on the street in September and October 1st we had a new contract in place. We are already in July.

TENTH ORDER OF BUSINESS

**Next Scheduled Meeting – July 22, 2019 @
6:00 p.m. at the Durbin South Amenity
Center**

Mr. Laughlin stated our next scheduled meeting is July 22, 2019 at 6:00 p.m.

On MOTION by Ms. Hall seconded by Mr. Pollicino with all in favor the meeting adjourned at 7:30 p.m.


Secretary/Assistant Secretary


Chairman/Vice Chairman