

*Durbin Crossing Community
Development District*

MARCH 28, 2022

AGENDA

Durbin Crossing Community Development District

475 West Town Place, Suite 114
St. Augustine, Florida 32092
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March 21, 2022

Board of Supervisors
Durbin Crossing Community Development District
Staff Call In #: 1-800-264-8432; Code 434308

Dear Board Members:

The Durbin Crossing Community Development District Board of Supervisors Meeting is scheduled for **Monday, March 28, 2022 at 6:00 p.m.** at the Durbin Crossing South Amenity Center, 145 South Durbin Parkway, St. Johns, Florida 32259.

Following is the advance agenda for the meeting:

- I. Pledge of Allegiance
- II. Roll Call
- III. Audience Comments
- IV. Approval of Consent Agenda
 - A. Approval of Minutes of the February 28, 2022 Meeting
 - B. Balance Sheet and Statement of Revenues & Expenses
 - C. Assessment Receipt Schedule
 - D. Check Register
- V. Consideration of Memorandum on Standard for Review for Requests for Release of Easements and Encroachment Agreements
- VI. Consideration of Process Memorandum for Review of Requests for Release of Easement and Encroachment Agreements
- VII. Consideration of Updated Deposit Agreement for Easement Release
- VIII. Consideration of Form of Agreement for Release of Easement

- IX. Consideration of Form of Encroachment Agreement
- X. Consideration of Easement Release Request for 264 Ellsworth Circle
- XI. Staff Reports
 - A. Landscape Maintenance Team - Reports
 - B. District Counsel
 - C. District Engineer
 - D. District Manager
 - E. General Manager
 - 1. Report
 - 2. Discussion on Amenity Policies
 - F. Operations Manager – Report
 - G. Amenity Manager – Report
- XII. Supervisors’ Request and Audience Comments
- XIII. Next Scheduled Meeting – April 25, 2022 at 6:00 p.m. at the Durbin South Amenity Center
- XIV. Adjournment

I look forward to seeing you at the meeting. If you have any questions, please feel free to call.

Sincerely,

Daniel Laughlin

Daniel Laughlin
District Manager

FOURTH ORDER OF BUSINESS

A.

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, February 28, 2022 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
Jason Harrah	Supervisor
William Clarke	Supervisor

Also present were:

Daniel Laughlin	District Manager
Mike Eckert	District Counsel
George Katsaras	District Engineer by telephone
Dan Fagen	Vesta/Amenity Services Group
Margaret Alfano	Vesta/Amenity Services Group
Zach Davidson	Vesta/Amenity Services Group
Shane Blair	VerdeGo
Billy Genovese	VerdeGo
Bruno Perez	VerdeGo
David Landschoot	VerdeGo
Stephanie Solace	Resident

The following is a summary of the discussions and actions taken at the February 28, 2022 meeting. An audio 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 6:00 p.m. and led the pledge of allegiance.

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 January 24, 2022 Meeting**
- B. Balance Sheet and Statement of Revenues and Expenses**
- C. Assessment Receipt Schedule**
- D. 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 Amenity Facility
Management and Maintenance Services
Agreement with Vesta Property Services**

Mr. Laughlin stated this is a bookkeeping item, we had prices that we have for the new budget season, we just needed an actual agreement. This has all the numbers that were discussed and approved.

Mr. Eckert stated it is the same form as utilized before, the only difference is the price if you approved a different price in your budget.

On MOTION by Mr. Harrah seconded by Mr. Clarke with all in favor the amenity facility management and maintenance services agreement with Vesta Property Services was approved.

SIXTH ORDER OF BUSINESS

Discussion on Widening of Veterans Parkway

Mr. Eckert stated I did draft a temporary construction easement. The issues of replacing the trees and how we make sure we haven't taken on any more maintenance obligations I have turned those over to Zach and he had some recommendations after meeting with folks in the field. I have not heard back that they have agreed to the form of the temporary construction easement, but it is the same form we use all over. I imagine they will get back to us soon on that.

Mr. Davidson stated I met with the gentlemen, and they want to push 10-feet into the preserve with a slope. I suggested doing Bahia, low maintenance, requires no irrigation. I met

with George over there today and looked at the area regarding tree concern and George can touch on that as well.

Mr. Katsaras stated I don't think we need to do anything there, just sod it with Bahia. The trees that were there were scrubby vegetation and there are no houses, no district residents in that area. My recommendation is Bahia sod.

Mr. Pollicino asked can we get them to put in some trees, so it looks nice opposed to sod?

Mr. Katsaras stated you can. There are still going to be trees there, they are just taking the limit out a little bit further, they are pushing the tree line back. I don't think you are going to be able to tell the difference if you put trees there or not.

Mr. Eckert stated the board already authorized it; we are just giving you an update on that issue.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2022-03 Instructing the St. Johns County Supervisor of Elections to Conduct the District's 2022 General Election

On MOTION by Mr. Brownlee seconded by Mr. Harrah with all in favor Resolution 2022-03 was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Draft Capital Reserve Study Report

Mr. Laughlin stated we did receive it and before they finalize it, I let them know that we have our board meeting so the board can comment on anything or if you have changes. I did compare it with the old reserve study and the prices seem more realistic.

Mr. Brownlee asked would it be possible to do a one- or two-page spreadsheet for the next five years that shows all the items? You have to go page by page to actually see what is going on. They are suggesting that we increase our capital reserve, which makes sense. We have money in the reserve to cover this right now, but at some point in the future we may not. The numbers are there, they are not easy to pull out.

Mr. Laughlin stated I will reach out to them to see if they have an Excel form.

Mr. Brownlee asked can we post this for the public to see once we get the final?

Mr. Laughlin stated once we get the final, we can put it on the website.

NINTH ORDER OF BUSINESS**Staff Reports****A. Landscape Maintenance Team - Report**

Ms. Alfano stated we want to talk about the sod transition project. Zach and I worked really hard to come up with a plan to replace the Bermuda in stages over the next years. However, due to changes on their end we recommend that we wait until next fiscal year to execute that and start that project.

Mr. Harrah stated I agree we need to put this off until we get some other things worked out.

Mr. Genovese stated we completely understand putting it off. We were sad to lose Jaime and we are confident in the team we put together to take over that we are not going to miss a beat from where we have gotten to. We brought in David Landschoot, your new account manager. He has been with VergeGo for several years. He has an eye for the fine details and that is what has moved him up so quickly in our company.

B. District Counsel

Mr. Eckert stated there is not much time left in the legislative session so we will know soon what has been passed. Relative to you and your operations we are looking at the change in sovereign immunity limits that would affect your insurance rates. The word I'm getting from the insurance companies is if it gets raised five-fold it will be a significant increase. I don't know if it is going to get across the finish line or not and I don't know if there will be last minute compromise, but we will wait and see.

The second issue is the bill requiring special district board members to have four hours of ethics training. This is the third year in a row that it has come back. It may or may not make it across the finish line but if it does, I know city and county board members already have to do a training and they do online training, or we can look at how can we build that into our attorney report so it is not four hours at a time and maybe 20 minutes here or there.

The third item I have is something you approved at your last meeting and that is the assignment of easements that were in the HOA declarations. That is the document I handed out to your earlier. I have been working with Jeri Poller, developer's counsel, and I drafted the initial assignment and sent it back to her, but my language had warranties that you actually have these rights to give us and they took that out. Because they don't want to make a representation or

warranty for no compensation at all. They have come back with, we will give you whatever declarant rights we have in relation to these easements, we will give them to you, but we are not going to say that we actually have them. I was a little concerned about that because originally the declarant was Brickell Manor LLC, it was not Durbin Crossing LLC, but I was able to find the assignment from Brickell to Durbin Crossing, which I felt good about. Then I found other assignments from Durbin Crossing to Durbin Crossing North, LLC and a couple other ones. I was concerned about that because do we really have what we need then I was able to find another definition of declarant, which basically said that if the declarant, Durbin Crossing, LLC makes an assignment of only part of its rights then they are only assigning the right to exercise those rights, they are not assigning their declarant status. They remained the declarant when they partially assign rights to Durbin Crossing North to develop the 800+ units that are up there. At this point in time, I feel pretty good that even though we are not getting a warranty from them, it looks like they are likely the declarant at this point in time.

The document you have in front of you I have provided to Jeri Poller to look at and it has the changes that she wanted. I don't anticipate there will be much more, you have already authorized it so as soon as we get it done then we will get it signed and provide it to the board, which then raises the next issue of the requests that we have gotten and will get in the future to release some of those easements. There are a couple things you will have to decide, one, is we can take the same approach that the developer took, which is we will release the easement in the back of the property to the extent that we have that ability. We are not getting a warranty from the person we are getting it from.

The second option is to try to get some sort of a binding legal opinion as much as anything can be binding from an HOA real estate attorney expert that says, yes, these rights exist and yes, you have the right to convey them and then you could convey them with more assurances.

The third step is, in each particular situation that you are confronted with does it make sense for us to release this easement or grant an encroachment into that easement, the difference being if you release the easement you no longer have the right to use that property. An encroachment agreement is an agreement between you and the homeowner that says you can put stuff in our easement that may or may not interfere with it but if it does interfere with it then you have to remove it, so you still always have that easement.

Based on my experience in other communities there are going to be situations where we can release the easement and not be too worried about it and there may be situations where an encroachment agreement is more appropriate, for instance when you need it to access a pond or something like that.

I think we will get through step one pretty quick now that we are able to track down the assignments.

There is a member of the public here who has been diligently coming to the meetings because he would like this easement released off his property and we can queue that up for the next meeting provided I get this document signed off on by the developer.

The process needs to be that you need engineering input for each one of these because you want your engineer to make sure that they are looking to see if there is an engineering reason why we shouldn't give up this easement right. The way we have handled it before is that we had a document that people would sign that they would give a deposit to cover the professional fees associated with analyzing the request for release from the easement and then to the extent that the full amount wasn't spent then we would refund the money. We have templates of the documents; it is really just more along the lines of negotiating the final form if someone brings in an attorney and we have to do that or the engineering review to make sure the resolution is not going to interfere with your maintenance obligations for your infrastructure.

If it is okay with the board, I will queue up the request that you have for the next agenda.

C. District Engineer

There being none, the next item followed.

D. District Manager

There being none, the next item followed.

E. General Manager - Report

Ms. Alfano gave an overview of the general manager's report and presented a request from the Patriot Oaks Tennis Team.

On MOTION by Mr. Harrah seconded by Mr. Clarke with all in favor the request to use the tennis courts at the south amenity center by Patriot Oaks Tennis Team was approved pending preparation of the agreement.

F. Operations Manager - Report

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

G. Amenity Manager – Report

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

TENTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

Mr. Genovese stated Jaime wanted me to tell you that he enjoyed working with you.

Mr. Harrah stated he will be missed.

ELEVENTH ORDER OF BUSINESS

Next Scheduled Meeting – March 28, 2022 @ 6:00 p.m. at the Durbin South Amenity Center

Mr. Laughlin stated the next meeting is scheduled for March 28, 2022 at 6:00 p.m. at the same location.

On MOTION by Mr. Brownlee seconded by Mr. Harrah with all in favor the meeting adjourned at 6:55 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Durbin Crossing

Community Development District

Unaudited Financial Reporting

February 28, 2022

Durbin Crossing
Community Development District
Combined Balance Sheet
February 28, 2022

	Governmental Fund Types			Totals
	General Fund	Debt Service	Capital Reserve Fund	(Memorandum Only) FY 22
<u>Assets:</u>				
Cash	\$11,916	---	\$146,659	\$158,575
Investments:				
<u>Series 2017A1</u>				
Reserve	---	\$1,341,300	---	\$1,341,300
Revenue	---	\$3,047,643	---	\$3,047,643
Prepayment	---	\$558	---	\$558
Cost of Issuance	---	\$11,019	---	\$11,019
<u>Series 2017A2 Term Bond 1</u>				
Reserve	---	\$132,425	---	\$132,425
Prepayment	---	\$3,496	---	\$3,496
<u>Series 2017A2 Term Bond 2</u>				
Reserve	---	\$40,000	---	\$40,000
Prepayment	---	\$2,005	---	\$2,005
<u>Operations</u>				
Custody Account	\$1,545,828	---	---	\$1,545,828
Due from Other	\$1,091	---	---	\$1,091
Investment - US bank Custody	---	---	\$83,928	\$83,928
Investment - SBA	---	---	\$945,926	\$945,926
SBA - Renewal and Replacement	---	---	\$269,119	\$269,119
Assessment Receivable	\$8,284	\$12,094	---	\$20,378
Utility Deposits	\$200	---	---	\$200
Total Assets	\$1,567,318	\$4,590,540	\$1,445,631	\$7,603,489
<u>Liabilities:</u>				
Accounts Payable	\$5,241	---	\$1,325	\$6,566
<u>Fund Balances:</u>				
Restricted for Debt Service	---	\$4,590,540	---	\$4,590,540
Assigned	---	---	\$1,444,306	\$1,444,306
Unassigned	\$1,562,078	---	---	\$1,562,078
Total Liabilities and Fund Equity	\$1,567,318	\$4,590,540	\$1,445,631	\$7,603,489

Durbin Crossing
Community Development District

General Fund

Statement of Revenues & Expenditures
For The Period Ending February 28, 2022

	ADOPTED BUDGET	PRORATED BUDGET 2/28/22	ACTUAL 2/28/22	VARIANCE
REVENUES:				
Assessments - Tax Roll	\$2,058,463	\$2,031,857	\$2,031,857	\$0
Assessments - Direct	\$41,051	\$23,203	\$23,203	\$0
Interest Income	\$30	\$13	\$7	(\$5)
Misc Income	\$20,000	\$8,333	\$5,178	(\$3,155)
TOTAL REVENUES	\$2,119,544	\$2,063,406	\$2,060,245	(\$3,160)
EXPENDITURES:				
<u>Administrative</u>				
Supervisor Fees	\$11,000	\$4,583	\$2,800	\$1,783
FICA Expense	\$842	\$351	\$214	\$137
Assessment Roll Administration	\$5,000	\$5,000	\$5,000	\$0
Engineering Fees	\$13,000	\$5,417	\$2,231	\$3,186
Dissemination Fees	\$7,200	\$3,000	\$3,013	(\$13)
Attorney Fees	\$50,000	\$20,833	\$11,751	\$9,082
Annual Audit	\$4,200	\$1,750	\$0	\$1,750
Trustee Fees	\$10,800	\$5,000	\$5,000	\$0
Arbitrage	\$1,200	\$500	\$0	\$500
Impact Fee Administration	\$15,000	\$6,250	\$6,250	\$0
Management Fees	\$48,880	\$20,367	\$20,367	\$0
Information Technology	\$1,200	\$500	\$500	\$0
Website Maintenance	\$800	\$333	\$333	(\$0)
Telephone	\$600	\$250	\$268	(\$18)
Postage	\$1,800	\$750	\$715	\$35
Printing & Binding	\$1,500	\$625	\$215	\$410
Insurance	\$8,354	\$8,354	\$7,860	\$494
Legal Advertising	\$2,000	\$833	\$171	\$663
Other Current Charges	\$1,000	\$417	\$315	\$102
Office Supplies	\$150	\$63	\$11	\$51
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Administrative Expenses	\$184,701	\$85,351	\$67,188	\$18,163
<u>Amenity Center</u>				
Insurance	\$31,077	\$31,077	\$29,235	\$1,842
Repairs & Replacements	\$60,000	\$25,000	\$11,440	\$13,560
Recreational Passes	\$4,000	\$1,667	\$0	\$1,667
Office Supplies	\$6,000	\$2,500	\$1,719	\$781
Permit Fees	\$3,000	\$1,250	\$2,107	(\$857)
<u>Utilities</u>				
Water & Sewer	\$42,000	\$17,500	\$10,769	\$6,731
Electric	\$36,000	\$15,000	\$14,812	\$188
Website	\$650	\$271	\$0	\$271
Cable/Phone/Internet	\$19,380	\$8,075	\$7,180	\$895
Security System	\$1,000	\$417	\$0	\$417

Durbin Crossing
Community Development District

General Fund

Statement of Revenues & Expenditures
For The Period Ending February 28, 2022

	ADOPTED BUDGET	PRORATED BUDGET 2/28/22	ACTUAL 2/28/22	VARIANCE
<u>Amenity Center Management Contracts</u>				
Managerial	\$221,090	\$92,121	\$92,122	(\$1)
Staffing	\$216,294	\$90,123	\$90,105	\$18
Lifeguards	\$74,861	\$31,192	\$0	\$31,192
Mobile App	\$2,500	\$1,042	\$1,042	\$0
Refuse Service	\$4,800	\$2,000	\$2,008	(\$8)
Pool Chemicals	\$23,003	\$9,585	\$9,806	(\$222)
Special Events	\$26,000	\$10,833	\$22,521	(\$11,688)
Pest Control	\$5,208	\$2,170	\$2,092	\$78
Pressure Washing/Fitness Equip Maint	\$17,000	\$7,083	\$4,701	\$2,382
Amenity Center Expenses	\$793,863	\$348,904	\$301,659	\$47,246
<u>Grounds Maintenance</u>				
Electric	\$5,200	\$2,167	\$2,034	\$132
Water / Reuse	\$355,000	\$147,917	\$142,775	\$5,142
Streetlighting	\$71,000	\$29,583	\$29,658	(\$75)
Lake Maintenance	\$55,500	\$23,125	\$22,809	\$316
Landscape Maintenance	\$450,480	\$187,700	\$150,160	\$37,540
Landscape Contingency	\$60,000	\$25,000	\$23,118	\$1,882
Miscellaneous	\$46,000	\$19,167	\$12,701	\$6,465
Fuel	\$1,100	\$458	\$186	\$272
Irrigation Repairs	\$15,000	\$6,250	\$2,104	\$4,146
Capital Reserve	\$80,000	\$33,333	\$3,600	\$29,733
Water Quality Monitoring	\$1,700	\$1,700	\$1,700	\$0
Grounds Maintenance Expenses	\$1,140,980	\$476,400	\$390,847	\$85,553
TOTAL EXPENDITURES	\$2,119,544	\$910,655	\$759,694	\$150,961
EXCESS REVENUES/(EXPENSES)	\$0	\$1,152,751	\$1,300,551	\$147,801
Fund Balance - Beginning	\$0		\$261,526	
Fund Balance - Ending	\$0		\$1,562,078	

General Fund
Statement of Revenues & Expenditures
Fiscal Year 2022

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
REVENUES:													
Assessments - Tax Roll	\$0	\$225,381	\$471,004	\$1,281,107	\$54,364	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,031,857
Assessments - Direct	\$1,820	\$0	\$14,407	\$6,976	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,203
Interest Income	\$1	\$1	\$1	\$1	\$4	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7
Miscellaneous	\$1,015	\$4,163	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,178
Interfund Transfer In	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$2,836	\$229,545	\$485,412	\$1,288,085	\$54,368	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,060,245
EXPENDITURES:													
ADMINISTRATIVE:													
Supervisor Fees	\$1,000	\$1,000	\$0	\$800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,800
FICA Expense	\$77	\$77	\$0	\$61	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$214
Assessment Administration	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Engineering Fees	\$776	\$679	\$194	\$582	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,231
Dissemination Fees	\$1,013	\$500	\$500	\$500	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,013
Attorney Fees	\$3,518	\$2,048	\$959	\$5,226	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,751
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trustee Fees	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Impact Fee Administration	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,250
Management Fees	\$4,073	\$4,073	\$4,073	\$4,073	\$4,073	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,367
Computer Time	\$100	\$100	\$100	\$100	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500
Website Maintenance	\$67	\$67	\$67	\$67	\$67	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$333
Telephone	\$9	\$108	\$119	\$32	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$268
Postage	\$84	\$18	\$522	\$50	\$40	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$715
Printing & Binding	\$48	\$47	\$53	\$43	\$24	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$215
Insurance	\$7,860	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,860
Legal Advertising	\$85	\$85	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$171
Other Current Charges	\$57	\$0	\$89	\$104	\$65	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$315
Office Supplies	\$3	\$3	\$3	\$1	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Administrative Expenses	\$30,193	\$10,055	\$7,929	\$12,890	\$6,121	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$67,188
Insurance	\$29,235	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,235
Repairs & Replacements	\$3,413	\$510	\$525	\$1,431	\$5,561	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,440
Recreational Passes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$454	\$36	\$0	\$231	\$998	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,719
Permit Fees	\$370	\$0	\$1,737	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,107
Utilities													
Water & Sewer	\$2,879	\$2,493	\$2,051	\$1,728	\$1,618	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,769
Electric	\$3,228	\$2,691	\$2,689	\$2,869	\$3,334	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,812
Website	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cable/Phone/Internet	\$1,490	\$1,490	\$1,490	\$1,508	\$1,203	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,180
Security System	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Contracts													
Managerial	\$18,424	\$18,424	\$18,424	\$18,424	\$18,424	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$92,122
Staffing	\$18,021	\$18,021	\$18,021	\$18,021	\$18,021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90,105

Durbin Crossing
Community Development District
Debt Service Fund 2017 A1 & A2
Statement of Revenues & Expenditures
For The Period Ending February 28, 2022

	ADOPTED	PRORATED		
	BUDGET	BUDGET	ACTUAL	
	BUDGET	2/28/22	2/28/22	VARIANCE

Revenues:

Assessments - Tax Roll	\$3,022,334	\$2,966,207	\$2,966,207	\$0
Assessments - Direct	\$49,828	\$2,960	\$2,960	\$0
Interest Income	\$150	\$63	\$52	(\$10)
Total Revenues	\$3,072,312	\$2,969,229	\$2,969,219	(\$10)

Expenditures

Series 2017 A-1

Interest 11/1	\$577,491	\$577,491	\$577,391	\$100
Principal 11/1 (Prepayment)	\$0	\$0	\$195,000	(\$195,000)
Interest 5/1	\$577,491	\$0	\$0	\$0
Principal 5/1	\$1,530,000	\$0	\$0	\$0

Series 2017 A-2

Interest 11/1	\$103,406	\$103,406	\$103,406	\$0
Principal 11/1 (Prepayment)	\$0	\$0	\$20,000	(\$20,000)
Interest 5/1	\$103,406	\$0	\$0	\$0
Principal 5/1	\$150,000	\$0	\$0	\$0

Total Expenditures	\$3,041,794	\$680,897	\$895,797	(\$214,900)
---------------------------	--------------------	------------------	------------------	--------------------

Excess Revenues (Expenditures)	\$30,518	\$2,073,422		
---------------------------------------	-----------------	--------------------	--	--

Fund Balance - Beginning	\$770,876	\$2,517,117		
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Fund Balance - Ending	\$801,394	\$4,590,540		
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Durbin Crossing
Community Development District
Capital Reserve Funds
Statement of Revenues & Expenditures
For The Period Ending February 28, 2022

	ADOPTED BUDGET	PRORATED 2/28/2022	BUDGET	ACTUAL 2/28/2022	VARIANCE
<u>Revenues:</u>					
Capital Reserve Funding - Transfer In	\$80,000		\$0	\$0	\$0
Miscellaneous Revenue/Interest	\$2,000		\$833	\$592	(\$241)
Impact Fees	\$0		\$0	\$30,257	\$30,257
Total Revenues	\$82,000		\$833	\$30,849	\$30,015
<u>Expenditures</u>					
Capital Outlay	\$200,000		\$83,333	\$11,954	\$71,380
Repair/Replacements	\$50,000		\$20,833	\$38,599	(\$17,766)
Total Expenditures	\$250,000		\$104,167	\$50,553	\$53,614
Excess Revenues (Expenditures)	(\$168,000)		(\$103,333)	(\$19,704)	\$83,629
Fund Balance - Beginning	\$1,600,275			\$1,464,010	
Fund Balance - Ending	\$1,432,275			\$1,444,306	

Durbin Crossing
Community Development District
Long Term Debt Report

Series 2017A-1 Special Assessment Refunding Bonds	
Interest Rate:	Various
Maturity Date:	5/1/2037
Reserve Fund Definition:	50% MADS
Reserve Fund Requirement:	\$1,341,300
Reserve Fund:	\$1,341,300
Bonds outstanding - 3/31/17	\$37,825,000
Less: May 1, 2017 (Prepayment)	(\$40,000)
Less: May 1, 2018	(\$1,415,000)
Less: May 1, 2018 (Prepayment)	(\$10,000)
Less: November 1, 2018 (Prepayment)	(\$15,000)
Less: May 1, 2019	(\$1,445,000)
Less: May 1, 2019 (Prepayment)	(\$25,000)
Less: November 1, 2019 (Prepayment)	(\$145,000)
Less: May 1, 2020	(\$1,465,000)
Less: May 1, 2020 (Prepayment)	(\$25,000)
Less: November 1, 2020 (Prepayment)	(\$25,000)
Less: May 1, 2021	(\$1,495,000)
Less: November 1, 2021 (Prepayment)	(\$195,000)
Current Bonds Outstanding	\$31,525,000

Series 2017A-2 Special Assessment Refunding Bonds	
Interest Rate:	5.00% -6.25%
Maturity Date:	5/1/2037
Reserve Fund Definition:	50% MADS
Reserve Fund Requirement:	\$172,288
Reserve Fund:	\$172,425
Bonds outstanding - 3/31/17	\$4,580,000
Less: May 1, 2018	(\$130,000)
Less: May 1, 2018 (Prepayment)	(\$170,000)
Less: November 1, 2018 (Prepayment)	(\$10,000)
Less: May 1, 2019	(\$130,000)
Less: May 1, 2019 (Prepayment)	(\$25,000)
Less: November 1, 2019 (Prepayment)	(\$20,000)
Less: May 1, 2020	(\$140,000)
Less: May 1, 2020 (Prepayment)	(\$65,000)
Less: May 1, 2021	(\$145,000)
Less: May 1, 2021 (Prepayment)	(\$40,000)
Less: November 1, 2021 (Prepayment)	(\$20,000)
Current Bonds Outstanding	\$3,685,000

C.

DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT
Fiscal Year 2022 Summary of Series 2017A1-2 & O&M Assessment Receipts

ASSESSED TO	ASSESSED			
	# UNITS ASSESSED	SERIES 2017A1-2 DEBT NET	O&M NET	TOTAL NET ASMTS
PRG DURBIN LLC VILLAGE CTR T COMM. (1)	44,561	29,572.19	18,181.29	47,753.48
PALMS PROFESSIONAL PARK LLC S MIXED USE (1)	23,832	15,815.73	9,723.67	25,539.40
FOREVER VETS ANIMAL HOSPITALS (1)	4,460	2,959.81	1,819.72	4,779.53
GRANT FS, LLC (1)	2,230	1,479.90	909.86	2,389.76
NET ASSESSMENTS DIRECT BILL	75,083	49,827.63	30,634.54	80,462.17
NET ASSESSMENTS TAX ROLL	71,394	3,005,048.43	2,058,463.04	5,063,511.47
TOTAL DISTRICT	146,477	3,054,876.06	2,089,097.58	5,143,973.64

RECEIVED				
SERIES 2017A1-2 DEBT PAID	O&M PAID	TOTAL ASMTS PAID	BALANCE DUE	DATE O&M PAID THROUGH
-	13,635.97	13,635.97	34,117.51	12/1/2021
-	7,292.76	7,292.76	18,246.64	12/1/2021
2,959.81	1,819.72	4,779.53	-	9/30/2022
-	454.93	454.93	1,935.00	12/1/2021
2,959.81	23,203.38	26,163.19	54,299.15	
2,966,207.04	2,031,856.60	4,998,063.64	65,447.83	
2,969,166.85	2,055,059.98	5,024,226.83	119,746.98	

DIRECT BILL % COLLECTED	6%	76%	33%
TAX ROLL % COLLECTED	99%	99%	99%
TOTAL % COLLECTED	97%	98%	98%

(1) Bulk land owners are on a payment plan. O&M Installments due 50% due 12/1, 25% due 2/1, and 25% due 5/1.

Debt Service is due 75% 4/1 and 25% 9/30

Units include 144,153 square feet of Commercial/Retail/Office

DETAIL OF TAX ROLL RECEIPTS				
ST JOHNS COUNTY DISTRIBUTION	DATE	AMOUNT	DEBT	O&M
1	11/4/2021	17,496.16	10,383.47	7,112.69
2	11/17/2021	164,778.58	97,791.35	66,987.23
3	11/22/2021	372,129.10	220,847.92	151,281.18
4	12/8/2021	415,432.13	246,547.02	168,885.11
5	12/20/2021	743,167.21	441,048.37	302,118.84
6	1/14/2022	3,151,268.32	1,870,187.12	1,281,081.20
INTEREST	1/21/2022	64.22	38.11	26.11
7	2/16/2022	113,349.87	67,269.89	46,079.98
8	3/7/2022	20,378.05	12,093.79	8,284.26
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
TOTAL TAX ROLL RECEIPTS		4,998,063.64	2,966,207.04	2,031,856.60

D.

Durbin Crossing

Community Development District

Check Run Summary

2/1/2022 thru 2/28/2022

Fund	Date	Check No.	Amount
General Fund			
Payroll			
			Sub-Total \$ -
Accounts Payable			
	2/3/22	6165-6177	\$142,619.77
	2/11/22	6178-6180	\$11,948.06
	2/25/22	6181-6184	\$7,792.41
			Sub-Total \$162,360.24
Capital Reserve Fund			
	2/11/22	206	\$10,450.00
			Sub-Total \$10,450.00
Vesta Wells Fargo Credit Card			
	2/28/22	January Purchases	\$6,762.67
			Sub-Total \$ 6,762.67
Total			\$179,572.91

* Fedex and WF Credit Card Invoices available upon request

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
2/03/22	00264	1/06/22 392586	202201 320-53800-46300	WHITE ROLL TOWELS 6 CASES	*	296.05	
				ALL-BRITE			296.05 006165
2/03/22	00368	1/24/22 L220122	202201 320-53800-45516	FITNESS PRESSURE WASH	*	1,181.00	
				COMMERCIAL FITNESS PRODUCTS			1,181.00 006166
2/03/22	00241	12/06/21 452689	202112 320-53800-46300	30 CASES DOG WASTE BAGS	*	1,154.98	
				DOG WASTE DEPOT			1,154.98 006167
2/03/22	00344	12/13/21 1601	202111 320-53800-44200	RPR ALARM&AUDIO VOL CTRL	*	510.00	
				HALCYON AV, LLC			510.00 006168
2/03/22	00366	1/26/22 1381	202201 320-53800-44200	RPR RECESS LIGHTING	*	439.00	
				NICHOLAS F. HATCHETT DBA			439.00 006169
2/03/22	00109	2/01/22 13129560	202202 320-53800-45510	FEB POOL CHEMICALS NORTH	*	701.24	
		2/01/22 13129560	202202 320-53800-45510	FEB POOL CHEMICALS SOUTH	*	1,334.01	
				POOLSURE			2,035.25 006170
2/03/22	00098	1/14/22 1240093	202202 320-53800-45511	2/12/22 EVENT	*	495.00	
				PROGRESSIVE ENTERTAINMENT INC			495.00 006171
2/03/22	00283	12/01/21 PI-A0072	202112 320-53800-46800	DEC LAKE&POND MANAGEMENT	*	4,561.87	
		1/01/22 PI-A0073	202201 320-53800-46800	JAN LAKE&POND MANAGEMENT	*	4,561.87	
				SOLITUDE LAKE MANAGEMENT LLC			9,123.74 006172
2/03/22	00243	11/29/21 8602	202111 320-53800-46210	TREE TRIM & DEBRIS RMVL	*	8,000.00	
		12/06/21 8623	202112 320-53800-46210	TREE REMOVAL	*	2,000.00	
		1/05/22 8733	202201 320-53800-46210	TREE REMOVAL	*	1,500.00	
				TREE TECH TREE SERVICE INC			11,500.00 006173
2/03/22	00371	12/20/21 2512414	202112 320-53800-45513	DEC WILDLIFE SERVICE	*	75.00	

DURB DURBIN CROSS OKUZMUK

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
		1/19/22	2512415 202201 320-53800-45513	JAN WILDLIFE SERVICE	*	75.00	
				TRUTECH LLC			150.00 006174
2/03/22	00348	11/30/21	6980 202111 320-53800-46210	ADD ADDTL FILLER FLOWERS	*	1,228.40	
		12/01/21	6966 202112 320-53800-46200	DEC LANDSCAPE MAINTENANCE	*	37,540.00	
		12/01/21	6973 202112 320-53800-46210	RPLC OAK TREE	*	425.13	
		12/17/21	7070 202112 320-53800-46210	JEA REPAIRS TO IRRIGATION	*	1,085.00	
		12/17/21	7075 202112 320-53800-46210	RPR IRRIGATION	*	935.00	
		1/01/22	7284 202201 320-53800-46200	JAN LANDSCAPE MAINTENANCE	*	37,540.00	
				VERDEGO			78,753.53 006175
2/03/22	00252	2/01/22	394768 202202 320-53800-45502	FEB GENERAL MGR	*	8,218.00	
		2/01/22	394768 202202 320-53800-45517	FEB FACILITY MGR	*	4,872.33	
		2/01/22	394768 202202 320-53800-45518	FEB MAINTENANCE MGR	*	5,334.00	
		2/01/22	394768 202202 320-53800-45507	FEB JANITORIAL SRVS	*	1,760.97	
		2/01/22	394768 202202 320-53800-45505	FEB COMMERCIAL POOL MAINT	*	2,530.13	
		2/01/22	394768 202202 320-53800-45515	FEB FACILITY MONITOR	*	6,447.34	
		2/01/22	394768 202202 320-53800-45503	FEB FACILITY ATTENDANT	*	7,282.56	
		2/01/22	394768 202202 320-53800-45210	FEB MOBILE APP	*	208.33	
				VESTA PROPERTY SERVICES, INC.			36,653.66 006176
2/03/22	00232	1/13/22	65023 202201 320-53800-44200	RPLC WINDSCREEN PANEL	*	327.56	
				WELCH TENNIS COURT INC			327.56 006177
2/11/22	00021	2/01/22	492 202202 310-51300-34000	FEB MANAGEMENT FEES	*	4,073.33	
		2/01/22	492 202202 310-51300-55000	FEB WEBSITE ADMIN	*	66.67	
		2/01/22	492 202202 310-51300-35100	FEB INFORMATION TECH	*	100.00	

DURB DURBIN CROSS OKUZMUK

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		2/01/22 492	202202 310-51300-32500		*	1,250.00	
		FEB IMPACT FEE COLL ADMIN					
		2/01/22 492	202202 310-51300-31300		*	500.00	
		FEB DISSEM AGENT SERVICES					
		2/01/22 492	202202 310-51300-51000		*	1.17	
		OFFICE SUPPLIES					
		2/01/22 492	202202 310-51300-42000		*	40.17	
		POSTAGE					
		2/01/22 492	202202 310-51300-42500		*	23.85	
		COPIES					
				GOVERNMENTAL MANAGEMENT SERVICES			6,055.19 006178
2/11/22 00283		2/01/22 PI-A0075	202202 320-53800-46800		*	4,561.87	
		FEB LAKE & POND MGT SRVS					
				SOLITUDE LAKE MANAGEMENT LLC			4,561.87 006179
2/11/22 00373		2/07/22 79181	202202 320-53800-46400		*	1,331.00	
		PULLED PUMP-RPR AT SHOP					
				ST AUGUSTINE ELEC MOTOR WORKS, INC			1,331.00 006180
2/25/22 00007		2/08/22 201493	202201 310-51300-31100		*	582.00	
		JAN PROFESS SERVICES					
				ENGLAND-THIMS & MILLER, INC.			582.00 006181
2/25/22 00370		2/17/22 3009719	202201 310-51300-31500		*	5,226.40	
		JAN GENERAL SERVICES					
				KUTAK ROCK LLP			5,226.40 006182
2/25/22 00109		1/01/22 13129560	202201 320-53800-45510		*	1,334.01	
		JAN POOL CHEMICALS SOUTH					
				POOLSURE			1,334.01 006183
2/25/22 00252		2/17/22 395799	202202 320-53800-45516		*	600.00	
		PRESSURE CLEAN MONUMENTS					
		2/17/22 395799	202202 320-53800-45516		*	50.00	
		PRESSURE CLEAN BIKE PAD					
				VESTA PROPERTY SERVICES, INC.			650.00 006184
				TOTAL FOR BANK A		162,360.24	
				TOTAL FOR REGISTER		162,360.24	



2204 Haines Street
Jacksonville FL 32206
904-354-4687 * Fed. I.D. #59-0863850
Website: <http://www.all-britesales.com>

Cleaning Equipment and Chemicals
for Buildings & Industry
Since 1954

INVOICE

Bill To:

DURBIN CROSSING CDD- VESTA
145 S DURBIN PKWY
ST JOHNS FL 32259

Ship To:

Phone #: 904-230-2011
DURBIN CROSSING CDD- VESTA
145 S DURBIN PKWY
ST JOHNS FL 32259

7

Invoice#	Order#	Customer#	Customer P.O.#	Terms	Salesperson
Invoice Dt	Order Dt			Ship Via	
392586	419976	6069		NET 30 DAYS	07
01/06/22	01/05/22			OUR TRUCK	
Quantity	U/M	Item # /Description	HM*	Unit Price	Amount
5	CS	120-630 LOC001 ROLL TOWELS WHITE ARTISAN 8in X 600ft 6/CS 8030630		58.61	293.05
BIN: 10002					
		Subtotal			293.05
		FUEL SURCHARGE			3.00
		Tax #: 85-8013005684C8			
		Total Due On 02/05/22			296.05
		<i>Miscellaneous</i>			
		<i>1.320.53800.46300</i>			
		<i>264A</i>			

-DELIVERED BY

*HM=
Hazardous/MSDS required

DATE RECEIVED / RECEIVED BY

By acceptance of these goods buyer agrees to pay
a reasonable Attorney's fee if buyer's account is
turned over to an attorney for collection.

CommercialFitnessProducts

INVOICE

6221 Topaz Ct, Fort Myers, FL 33966

Office: 239-938-1461

Cell: 239-633-5719

Email: lori@commfitnessproducts.com

Fax: 239-938-1462

INVOICE # L220122

Date: Jan 24, 2022

BILL

TO: Durbin Crossing CDD
145 South Durbin PKWY
St Johns, FL 32259

SHIP

TO: Durbin Crossing CDD
145 South Durbin PKWY
St Johns, FL 32259

ATN Margaret Alfano
Phone (904)230-2011
Email MAlfano@vestapropertyservices.com

ATN Margaret Alfano
Phone (904)230-2011
Email MAlfano@vestapropertyservices.com

Prepared By	P.O. Number	Ship Via	F.O.B. Point	Payment Terms	Install Date
Lori Main	Will Advise	Best Way	Origin	COD	ASAP

QTY	MODEL	DESCRIPTION	UNIT PRICE	LINE TOTAL
4	MWCS-AT9-MX	MYE CableSAT Commander Wireless CAB	\$225.00	\$900.00
1	Delivery/Install	Inside Delivery, Assembly & Installation - 1st Floor, No Stairs, Elevator or Long Carry Distance (additional fees apply for stairs or elevator)	\$245.00	\$245.00

Frame Color	Standard Silver
Upholstery Color	Standard Black
Notes	Customer is responsible for removal & disposal of existing equipment unless otherwise noted. CFP does not provide anchoring or wall mounting.

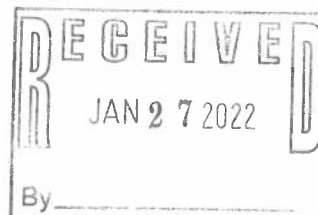
Subtotal	\$1,145.00
State Tax	\$0.00
Freight	\$36.00
Grand Total	\$1,181.00

Deposit	\$0.00
C.O.D. Due	\$1,181.00

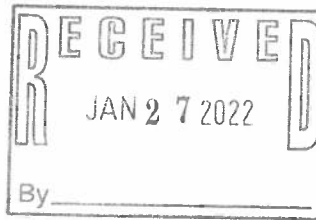
For Delivery Staff			
Date:		Amount Collected:	Check No.:
Received By: (Print Name and Sign)			

Fitness/Pressure Wash.

1.320.53800.45516 368A



DOG WASTE DEPOT
12316 World Trade Drive #102
San Diego, CA 92128
TEL:800-678-1612
FAX:800-583-2169
www.DogWasteDepot.com



INVOICE

Date	Invoice #
12/6/2021	452689

Bill To
Durbin Crossing CDD Accounts Payable 475 West Town Place Suite 114 St. Augustine, FL 32092

Ship To
Durbin Crossing Office-Margaret 145 S Durbin Pkwy St Johns, FL 32259 Delivery 5am-10pm

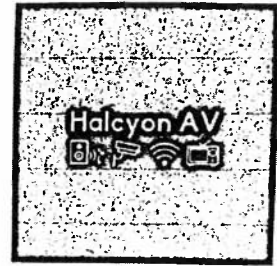
PLEASE MAKE ALL CHECKS PAYABLE TO "Dog Waste Depot"

ORDER NUMBER	Terms	Rep	Ship Date	Via	PO NUMBER
phone-Margaret	Net 30	DWD	12/6/2021	FEDEX	

Quantity	Item Code	Description	Price Each	Amount
6	DEPOT-001-30	Dog Waste Roll Bag 30 roll case (6000 bags)	141.97	851.82T
3	DEPOT-002	DEPOT CAN LINERS CASE 200	69.59	208.77T
				1,060.59
	Tariff Mitigation ...	Tariff Mitigation Allowance Fee 8.9%	8.90%	94.39
		FedEx Package 1 Tracking #: 287123975585 FedEx Package 2 Tracking #: 287123975791 FedEx Package 3 Tracking #: 287123978220 FedEx Package 4 Tracking #: 287123978713 FedEx Package 5 Tracking #: 287123980286 FedEx Package 6 Tracking #: 287123981547 FedEx Package 7 Tracking #: 287123982050 FedEx Package 8 Tracking #: 287123984031		
		Out of State No Sales Tax	0.00%	0.00
		241A 1.320.53800.46300 Miscellaneous		
		REMIT TO ADDRESS: Dog Waste Depot 12316 World Trade Drive #102 San Diego, CA 92128		

FED ID# 27-4523962	Total	\$1,154.98
	Balance Due	\$1,154.98

Halcyon AV, LLC
8976 Blaine Meadows Dr.
Jacksonville, FL 32257
(904) 333-8653
David.halcyonav@gmail.com
www.halcyonav.net



INVOICE

BILL TO

Durbin Crossing CDD
145 S Durbin Pkwy
Saint Johns, FL 32259
United States

SHIP TO

Durbin Crossing CDD
145 S Durbin Pkwy
Saint Johns, FL 32259
United States

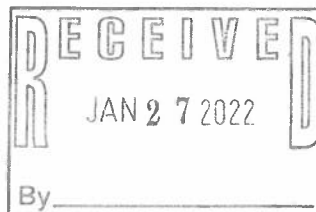
INVOICE # 1601**DATE** 12/13/2021**DUE DATE** 12/13/2021**TERMS** Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
11/08/2021	Labor	Resolve alarm at North amenity equipment closet.	1	120.00	120.00
11/29/2021	Labor	Relocate gym audio volume control to office. Troubleshoot south tennis access control.	2.65	100.00	265.00
	Volume Control	Impedance matching volume control. White, 126W.	1	125.00	125.00T

SUBTOTAL 510.00
TAX 0.00
TOTAL 510.00
BALANCE DUE **\$510.00**

344A
Repair/Replacement

1.320.53800.44200



Hatchett Electrical Contracting

Nicholas Hatchett
537 Vikings Ln.
Atlantic Beach, FL 32233
nick@hatchett-electrical.com
C: 904-677-6288

INVOICE

Invoice No: 1381
Invoice Date: 1/26/2022
Due Date: asap
Invoice Paid:

BILL TO:

Durbin Crossing CDD
475 West Town Place Suite 114
St Augustine, FL 32092

Job #/Name: Durbin Crossing Development

DESCRIPTION	AMOUNT
-------------	--------

Material: CFL Ballist

\$64.00

Labor: 3.5 hrs. @ 125.00

\$375.00

Installation: Troubleshooting and Repair Recess Lighting

346
346A
Repair / Replacements
1.320.53800.44200

Tax 7%

Shipping

TOTAL

\$439.00

Thank you for your business!



1707 Townhurst Dr.
Houston TX 77043
(800) 858-POOL (7665)
www.poolsure.com

Invoice

Date 2/1/2022

Invoice # 131295604695

Terms	Net 20
Due Date	2/21/2022
PO #	

Bill To Attn: Office Durbin Crossing North 475 West Town Place, Suite 114 St. Augustine FL 32092	Ship To Durbin Crossing North 730 North Durbin Pkwy Saint Johns FL 32259
---	--

Item ID	Description	Qty	Units	Amount
WM-CHEM-BASE	Water Management Seasonal Billing Rate	1	ea	701.24

A prepayment discount of 5% is available if the entire amount for 2022 is paid by January 31st, 2022. Please contact us at ar@poolsure.com or 1-800-858-POOL(7665) if you have any questions.

Subtotal	701.24
Shipping Cost (FEDEX GROUND)	0.00
Total	701.24
Amount Due	\$701.24

109A
1.320.538.45510
Feb Pool Chemicals

Remittance Slip

Customer
13DUR100
Invoice #
131295604695

Amount Due \$701.24

Amount Paid _____

Make Checks Payable To

Poolsure
PO Box 55372
Houston, TX 77255-5372



131295604695



1707 Townhurst Dr.
Houston TX 77043
(800) 858-POOL (7665)
www.poolsure.com

Invoice

Date 2/1/2022

Invoice # 131295604696

Terms	Net 20
Due Date	2/21/2022
PO #	

Bill To	Ship To
Durbin Crossing South 475 West Town Place, Suite 114 St. Augustine FL 32092	Durbin Crossing South Durbin Crossing South 145 South Durbin Pkwy Jacksonville FL 32259

Item ID	Description	Qty	Units	Amount
WM-CHEM-BASE	Water Management Seasonal Billing Rate	1	ea	1,334.01

A prepayment discount of 5% is available if the entire amount for 2022 is paid by January 31st, 2022. Please contact us at ar@poolsure.com or 1-800-858-POOL(7665) if you have any questions.

Subtotal	1,334.01
Shipping Cost (FEDEX GROUND)	0.00
Total	1,334.01
Amount Due	\$1,334.01

109A
1,320.538.45570
Feb Pool chemicals

Remittance Slip

Customer
13DUR200
Invoice #
131295604696

Amount Due \$1,334.01

Amount Paid

Make Checks Payable To

Poolsure
PO Box 55372
Houston, TX 77255-5372



131295604696



Invoice

Mailing Correspondence Address: 1623 Troy Lynn Trail, Jacksonville, FL 32225

(904) 645-9068 Fax: (904)645-9082

E-mail: bookme@progressiveent.com

www.progressiveent.com

Invoice date: 1/14/2022

Invoice # 1240093

Terms: Due at event

PO#

Customer name:

Durbin Crossing CDD

Event type: Couples Night

Billing address:

145 South Durbin Parkway, Jacksonville, FL 32259

Original contact person:

Danelle DeMarco

Wk: 904-230-2011

E-mail/ fax:

demarco@vestapropertyservices.com

At event contacts with cell:

Event date: Saturday February 12, 2022

Hours of event: 6:00-9:00 pm

Hours of service: Same

Approximate set up time:

Between: 4:30-5:00 pm

Location name and address:

Same

Where to set up at location:

Poolside Area

Power within 75':

Yes

Set up-grass or pavement:

Water within 75':

Covered area for entertainer:

NA

Notes:

SERVICES NEEDED:

Preferred Customer Discount

* Trivia, Not so Newlywed Game, other contests

Reg. Rate \$ 595.00

Your Cost \$ 495.00

Your Savings : \$100.00

98A

1-320-53800-45511

DD

98A

Sub Total: \$ 495.00

Sales Tax: \$ -

Invoice Total: \$ 495.00

50 % Deposit required \$ Waived

Balance due at set up \$ 495.00

Payments received \$

Current Balance \$ 495.00

LATE FEE IF PAID AFTER EVENT DATE \$75

CANCELLATION, RE-SCHEDULING, INCLEMENT WEATHER POLICY

Any cancellation of this agreement by customer must be in writing at least 30 days prior to event date with specific reasons with verification by Progressive Entertainment. Any stopping of delivery/service of Progressive Entertainment must be at least 24 hrs. in advance to avoid labor costs. No penalties or loss of deposit occur if event is re-scheduled within 60 days of original event date. A 50% cancellation fee of total amount occurs when not within these terms. Other arrangements must be noted by Progressive Entertainment. For customer pick up- customer is responsible for theft or damage to equipment or materials while in possession. Progressive Entertainment is not responsible for any acts of nature which prevent event from taking place or being shortened. Service reserves the right to stop service if guests cause a safety or behavior issue to service.

Customer signature required x _____ **Date:** _____



Voice: (888) 480-5253 Fax: (888) 358-0088

INVOICE

Invoice Number: PI-A00722644
Invoice Date: 12/01/21
PROPERTY: Durbin Crossing
CDD

SOLD TO: Durbin Crossing CDD
Governmental Mgmt Services
475 West Town Place #114
St Augustine, FL 32092
United States

CUSTOMER ID	CUSTOMER PO	Payment Terms	
5459		Net 30	
Sales Rep ID	Shipment Method	Ship Date	Due Date
Katie Cabanillas			12/31/21

Qty	Item / Description	UOM	Unit Price	Extension
1	Lake & Pond Management Services SVR49641 12/01/21 - 12/31/21 Lake & Pond Management Services		4,561.87	4,561.87

001,320,53800.46800

283A

PLEASE REMIT PAYMENT TO:

1320 Brookwood Drive, Suite H
Little Rock, AR 72202

Subtotal	4,561.87
Sales Tax	0.00
Total Invoice	4,561.87
Payment Received	0.00
TOTAL	4,561.87



Voice: (888) 480-5253 Fax: (888) 358-0088

INVOICE

Invoice Number: PI-A00738464

Invoice Date: 01/01/22

PROPERTY: Durbin Crossing
CDD

SOLD TO: Durbin Crossing CDD
Governmental Mgmt Services
475 West Town Place #114
St Augustine, FL 32092
United States

CUSTOMER ID
5459

Sales Rep ID
Katie Cabanillas

CUSTOMER PO

Shipment Method

Payment Terms
Net 30

Ship Date

Due Date
01/31/22

Qty Item / Description

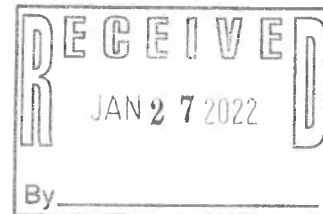
UOM Unit Price Extension

1	Lake & Pond Management Services SVR49641 01/01/22 - 01/31/22 Lake & Pond Management Services		4,561.87	4,561.87
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283A

Lake Maintenance

1.320.53800.46800



PLEASE REMIT PAYMENT TO:

1320 Brookwood Drive, Suite H
Little Rock, AR 72202

www.solitudelakemanagement.com

Subtotal	4,561.87
Sales Tax	0.00
Total Invoice	4,561.87
Payment Received	0.00
TOTAL	4,561.87

www.aeratorsaquatics4lakesnponds.com



TREE TECH TREE SERVICE, INC
 260 Old Hard Road
 Fleming Island, FL 32003
 O- 904-269-4069 F- 904-529-8914
 EMAIL Office@treetech-treeservice.com

Invoice

Durbin Crossing

145 South Durbin Parkway
 Jacksonville FL 32259

DATE	INVOICE#
11/29/2021	8602

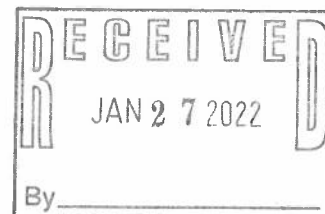
Due	Terms
11/29/2021	0 Days

Job Name	Job Site	Phone	Salesperson	Total Due
Durbin Crossing 211020-1	145 South Durbin South	904-230-2011	AJ Aldridge	\$8,000.00

#	Item	Service Description	Completed	Tax	Qty	Price
1	Palm	Trim Tree(s) & Debris Removal	11/4/2021	0.00 %	0.00	\$8,000.00

Trim (84) Medjool Palms
 @ \$45.00 each = \$3,780.00
 Trim (99) Washingtonian Palms
 @ \$35.00 each = \$3,465.00
 Haul off with clean-up included.
 Add-On: Removal of (2) dead palms @ \$755.00.

Day 1 - Trimmed the (5) palms at the entranceway so
 Christmas lights could be installed.



2	Palm	Trim Tree(s) & Debris Removal	11/26/2021	0.00 %	0.00	\$0.00
---	------	-------------------------------	------------	--------	------	--------

Day 2 - Continuance.

3	Palm	Trim Tree(s) & Debris Removal	11/27/2021	0.00 %	0.00	\$0.00
---	------	-------------------------------	------------	--------	------	--------

Day 3 - Finished.

Thank you,
 AJ Aldridge

Landscape
Contingency
 1.320.53800.46210
 243A

Subtotal:	\$8,000.00
Discount:	\$0.00
Tax:	\$0.00
Total:	\$8,000.00
Credit:	\$0.00
Balance:	\$8,000.00

Customer
Durbin Crossing
145 South Durbin Parkway
Jacksonville FL 32259

Invoice Remit Payment

DATE	INVOICE#
11/29/2021	8602
Total Amount Due:	\$8,000.00

Invoice

Date	Invoice #
11/29/2021	8602

Bill To
DURBIN CROSSING 475 WEST TOWN PLACE SUITE 114 ST AUGUSTINE, FL 32092

Ship To

Description	Amount
(Item #1 Palm) Trim Tree(s) & Debris Removal Trim (84) Medjool Palms@ \$45.00 each = \$3,780.00Trim (99) Washingtonian Palms@ \$35.00 each = \$3,465.00Haul off with clean-up included.Add-On: Removal of (2) dead palms @ \$755.00.Day 1 - Trimmed the (5) palms at the entranceway so Christmas lights could be installed. (Item #2 Palm) Trim Tree(s) & Debris Removal Day 2 - Continuance. (Item #3 Palm) Trim Tree(s) & Debris Removal Day 3 - Finished.	8,000.00 0.00 0.00
Total \$8,000.00	
Payments/Credits \$0.00	

Phone #	Fax #	E-mail	Web Site
904-269-4069	904-529-8914	office@treetech-treeservice.com	treetech-treeservice.com



TREE TECH TREE SERVICE, INC
 260 Old Hard Road
 Fleming Island, FL 32003
 O- 904-269-4069 F- 904-529-8914
 EMAIL Office@treetech-treeservice.com

Invoice

Durbin Crossing

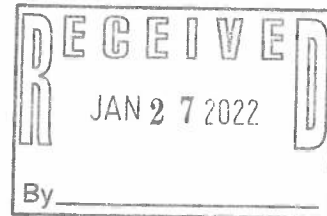
145 South Durbin Parkway
 Jacksonville FL 32259

DATE	INVOICE#
12/6/2021	8623

Due	Terms
12/6/2021	0 Days

Job Name	Job Site	Phone	Salesperson	Total Due
Durbin Crossing 211028-1	475 Longleaf Pine Parkway	904-230-2011	AJ Aldridge	\$2,000.00

#	Item	Service Description	Completed	Tax	Qty	Price
1	Pine	Tree Removal <u>Location:</u> Patriot Oaks Academy (behind playground area) 475 Longleaf Pine Parkway St. Johns, FL 32259 Cut down (20) dead Pine trees and leave debris in woods.	12/4/2021	0.00 %	0.00	\$2,000.00



Thank you,
 AJ Aldridge

Landscape 243A
Contingency
1.320.53800.46210

Subtotal:	\$2,000.00
Discount:	\$0.00
Tax:	\$0.00
Total:	\$2,000.00
Credit:	\$0.00
Balance:	\$2,000.00

Customer
Durbin Crossing
145 South Durbin Parkway
Jacksonville FL 32259

Invoice Remit Payment

DATE	INVOICE#
12/6/2021	8623
Total Amount Due:	\$2,000.00



TREE TECH TREE SERVICE, INC
 260 Old Hard Road
 Fleming Island, FL 32003
 O- 904-269-4069 F- 904-529-8914
 EMAIL Office@treetech-treeservice.com

Invoice

Durbin Crossing

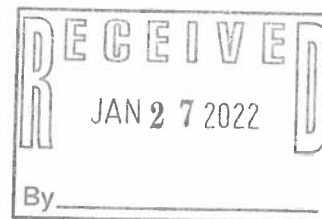
145 South Durbin Parkway
 Jacksonville FL 32259

DATE	INVOICE#
1/5/2022	8733

Due	Terms
1/5/2022	0 Days

Job Name	Job Site	Phone	Salesperson	Total Due
Durbin Crossing 211229-1	Various Locations	904-230-2011	AJ Aldridge	\$1,500.00

#	Item	Service Description	Completed	Tax	Qty	Price
1	Tree(s)	Tree Removal <u>Location:</u> 145 Wellwood Avenue St. Johns, FL 32259 (3) dead trees need removed from the preserve. <u>Location:</u> 181 Tollerton Avenue St. Johns, FL 32259 (1) dead and leaning tree needs removed from the preserve. <u>Location:</u> 104 Ellesworth Avenue St. Johns, FL 32259 (1) dead tree needs removed from the preserve. <u>Location:</u> Median - west end of Longleaf Pine Pkwy. St. Johns, FL 32259 (1) dying palm needs removed.	1/4/2022	0.00 %	0.00	\$1,500.00



Thank you,
 AJ Aldridge

Landscape Contingency
 1.320.53800.46210
 243A

Subtotal:	\$1,500.00
Discount:	\$0.00
Tax:	\$0.00
Total:	\$1,500.00
Credit:	\$0.00
Balance:	\$1,500.00

Customer
Durbin Crossing
145 South Durbin Parkway Jacksonville FL 32259

Invoice Remit Payment

DATE	INVOICE#
1/5/2022	8733
Total Amount Due:	\$1,500.00

Trutech, LLC
PO Box 6849
Marietta, GA 30065
800.842.7296

TRUTECH

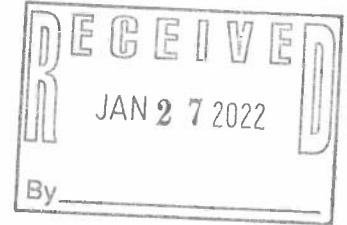
WILDLIFE SERVICE

Account / Invoice
Purchase Order

943400 2512414

Durbin Crossing CDD
475 W Town Pl
suite 114
St. Augustine, FL 32092-3648

Trutech, LLC
PO Box 6849
Marietta, GA 30065



00000009434006001000000180494000000000750003

Please Return this portion with your payment

Invoice 2512414

Date	Description	Quantity	Amount	Tax	Total
Service Address: 1901 Dumfries Ct Saint Johns, FL 32259-7280					
12/20/2021	Monthly Service		\$75.00	\$0.00	\$75.00

today I visited the site for a monthly service. There was more armadillo activity so I Applied insecticide in addition to the Normal deterrent treatment. If activity persist I will try to establish a new movement area and try to trap on the other side of the road.

Miscellaneous

371A

1.320.53800.46300

Adjustment \$0.00

Account# 943400

Lic#:

Total: **\$75.00**

Commercial Applicators are licensed by the Department of Agriculture. Thank you for your business!

Please visit <https://www.trutechinc.com/online-bill-pay/> for online payment options, or call 800-842-7296 for assistance.

Online Bill Pay Registration Number: 9340519D

Trutech, LLC
PO Box 6849
Marietta, GA 30065
800.842.7296

TRUTECHTM

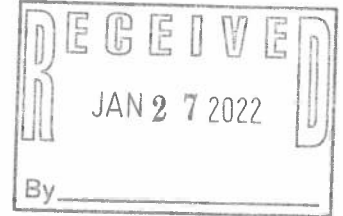
WILDLIFE SERVICE

Account / Invoice
Purchase Order

943400 2512415

Durbin Crossing CDD
475 W Town Pl
suite 114
St. Augustine, FL 32092-3648

Trutech, LLC
PO Box 6849
Marietta, GA 30065



0000009434006001000000182836100000000750006

Please Return this portion with your payment

Invoice 2512415

Date	Description	Quantity	Amount	Tax	Total
Service Address: 1901 Dumfries Ct Saint Johns, FL 32259-7280					
1/19/2022	Monthly Service		\$75.00	\$0.00	\$75.00

Hello today I sprayed deterrents around the garden beds along side of the road and around the fence area to prevent armadillos from being on the property. I also inspected for activity and do not see any signs of activity. Thank you and have a great day Mike.

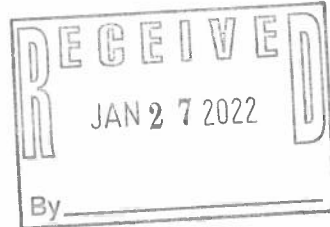
Miscellaneous 371A
1.320.53800.46300

Account# 943400	Lic#:	Adjustment	\$0.00
		Total:	\$75.00

Commercial Applicators are licensed by the Department of Agriculture. Thank you for your business!

Please visit <https://www.trutechinc.com/online-bill-pay/> for online payment options, or call 800-842-7296 for assistance.

Online Bill Pay Registration Number: 9340519D



Invoice

Invoice #: 6980

Date: 11/30/21

Customer PO:

DUE DATE: 12/30/2021

BILL TO

Durbin Crossing
c/o Vesta Property Services
245 Riverside Ave., Suite 250
Jacksonville, FL 32202

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

DESCRIPTION

AMOUNT

#6578 - Flowers added in addition to contract to fill in more.

Install additional flowers to make the beds fuller. Covers new beds added since inception of contract does not include the four corners monuments at this time while it gets redesigned.

<i>Landscape Enhancement</i>				\$1,228.40
Subcontract Summer Annuals (Sub)	664.00	\$1.85	\$1,228.40	

Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

\$1,228.40

Landscape Contingency

1.320.53800.46210

34815



Invoice

Invoice #: 6966

Date: 12/01/21

Customer PO:

DUE DATE: 12/31/2021

BILL TO

Durbin Crossing
c/o Vesta Property Services
245 Riverside Ave., Suite 250
Jacksonville, FL 32202

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

DESCRIPTION

#6273 - Standard Maintenance Contract 2021-2022 December 2021

AMOUNT

\$37,540.00

Invoice Notes:

Thank you for your business!

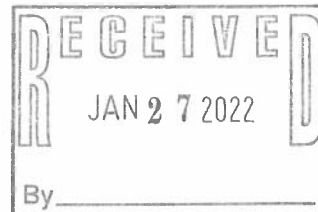
AMOUNT DUE THIS INVOICE

\$37,540.00

Landscape Maintenance

1.320.53800.46200

348A





Invoice

Invoice #: 6973

Date: 12/01/21

Customer PO:

DUE DATE: 12/31/2021

BILL TO

Durbin Crossing
c/o Vesta Property Services
245 Riverside Ave., Suite 250
Jacksonville, FL 32202

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

DESCRIPTION

AMOUNT

#6481 -

Oak Tree Replacement on north durbin parkway where removal completed

Landscape Enhancement

\$425.13

Labor and Prep (Labor)

1.00 \$37.00 \$37.00

Live Oak 'Cathedral' (Material)

1.00 \$388.13 \$388.13

Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

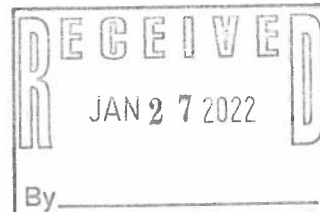
\$425.13

Landscape Contingency

\$425.13

1.320.53800.46210

348A





Invoice

Invoice #: 7070

Date: 12/17/21

Customer PO:

DUE DATE: 01/16/2022

BILL TO

Durbin Crossing
c/o Vesta Property Services
245 Riverside Ave., Suite 250
Jacksonville, FL 32202

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

DESCRIPTION

AMOUNT

#3744 - JEA repairs

Contractor performed work for JEA along North Durbin parkway and damaged the main line connected to the system as well as lateral lines and several heads along both sides of the concrete side walk .

Per Edison's work order sheet. Replaced 15-6" pop up heads and fittings, 15 nozzles H-15, repaired 3 lateral line with 1" tees x 1/2", flex line, 3 10" round valve boxes cracked and damaged ran over. Photos available upon request.

Irrigation

\$1,085.00

Invoice Notes:

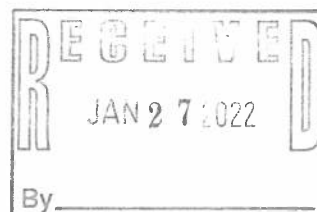
Thank you for your business!

AMOUNT DUE THIS INVOICE

\$1,085.00

Landscape Contingency

1.320.53800.46210



348A



Invoice

Invoice #: 7075

Date: 12/17/21

Customer PO:

DUE DATE: 01/16/2022

BILL TO

Durbin Crossing
c/o Vesta Property Services
245 Riverside Ave., Suite 250
Jacksonville, FL 32202

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

DESCRIPTION

AMOUNT

#6067 - 9/11/21

Repaired irrigation opposite corner of Tollerton across from the new turning lane that was installed.

Irrigation

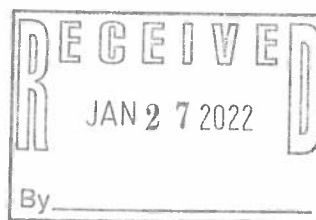
\$935.00

Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

\$935.00



Landscape Contingency
1.320.53800.46210

348A



Invoice

Invoice #: 7284

Date: 01/01/22

Customer PO:

DUE DATE: 01/31/2022

BILL TO

Durbin Crossing
c/o Vesta Property Services
245 Riverside Ave., Suite 250
Jacksonville, FL 32202

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

DESCRIPTION

#6273 - Standard Maintenance Contract 2021-2022 January 2022

AMOUNT

\$37,540.00

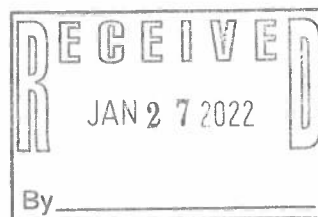
Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

\$37,540.00

Landscape Maintenance
1.320.53800.46200



348A



Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 300
Jacksonville FL 32202

Invoice # 394768
Date 2/1/2022
Terms Net 30
Due Date 2/28/2022
Memo Monthly Fees

Bill To

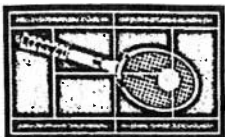
Durbin Crossing C.D.D.
c/o GMS LLC
475 West Town Place
Suite 114
St. Augustine FL 32092

252A Feb

Description	Quantity	Rate	Amount
General Manager 1-320-53800-45502	1	8,218.00	8,218.00
Facility Manager/ Special Event Coordinator 1-320-5380-45517	1	4,872.33	4,872.33
Maintenance Manager 1-320-53800-45518	1	5,334.00	5,334.00
Janitorial Services 1-320-53800-45507	1	1,760.97	1,760.97
Commercial Pool Maintenance 1-320-53800-455-05	1	2,530.13	2,530.13
Facility Monitor 1-320-53800-45515	1	6,447.34	6,447.34
Facility Attendant 1-320-53800-45503	1	7,282.56	7,282.56
Mobile App 1, 320, 538, 45210	1	208.33	208.33

Thank you for your business.

Total \$36,653.66



Welch Tennis Courts, Inc.
P.O. Box 7770
Sun City, FL 33586
Phone: 813-641-7787
Fax: 813-641-7795

Invoice

Date	Invoice #
1/13/2022	65023

Bill To
Durbin Crossing CDD 145 S Durbin Pkwy Saint Johns FL 32259

Ship To
Attn: Zach Davidson Durbin Crossing CDD 145 S. Durbin Parkway Jacksonville FL 32259 United States

Terms	PO #	Due Date			
Net 30	Zach	2/12/2022			
Sales Rep	Ship Via	Ship Date			
Shannon Wilder		1/13/2022			
Notes					
South Amenity					
Quantity	Units	Description	Options	Unit Price	Amount
40		9' WTC Premium Windscreen in BLACK: 1@ 40' (with hemmed windows on top only)		6.99	279.60
4	ea	Hemmed Windows		11.99	47.96
1		FREE Shipping & Handling!!!		0.00	0.00
Thank you for your business.				Total	\$327.56

ALL PAST DUE ACCOUNTS ARE SUBJECT TO AN ANNUAL INTEREST CHARGE OF 1-1/2% PER MONTH THIS REPRESENTS AN ANNUAL INTEREST RATE OF 18%. MATERIALS AND EQUIPMENT SHALL REMAIN THE PROPERTY OF WELCH TENNIS COURTS, INC. UNTIL PAID IN FULL. ALL RETURNS ARE SUBJECT TO A RESTOCKING FEE.

Capital 1.320.53800.45500

232A

*Needed one additional panel
to complete full replacement.*

Governmental Management Services, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 492
Invoice Date: 2/1/22
Due Date: 2/1/22
Case:
P.O. Number:

Bill To:
Durbin Crossing CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

21A

Description	Hours/Qty	Rate	Amount
Management Fees - February 2022 001.310.513.34000		4,073.33	4,073.33
Website Administration - February 2022 001.310.513.55000		66.67	66.67
Information Technology - February 2022 001.310.513.35100		100.00	100.00
Impact Fee Collection Administration - February 2022 001.310.513.325		1,250.00	1,250.00
Dissemination Agent Services - February 2022 001.310.513.313		500.00	500.00
Office Supplies 001.310.513.51000		1.17	1.17
Postage 001.310.513.42000		40.17	40.17
Copies 001.310.513.42500		23.85	23.85
Total			\$6,055.19
Payments/Credits			\$0.00
Balance Due			\$6,055.19



Voice: (888) 480-5253 Fax: (888) 358-0088

INVOICE

Invoice Number: PI-A00752965

Invoice Date: 02/01/22

PROPERTY: Durbin Crossing
CDD

SOLD TO: Durbin Crossing CDD
Governmental Mgmt Services
475 West Town Place #114
St Augustine, FL 32092
United States

CUSTOMER ID	CUSTOMER PO	Payment Terms	
5459		Net 30	
Sales Rep ID	Shipment Method	Ship Date	Due Date
Katie Cabanillas			03/03/22

Qty	Item / Description	UOM	Unit Price	Extension
1	Lake & Pond Management Services SVR49641 02/01/22 - 02/28/22 <i>Feb</i> Lake & Pond Management Services		4,561.87	4,561.87

1.320.538.468
283A

PLEASE REMIT PAYMENT TO:

1320 Brookwood Drive, Suite H
Little Rock, AR 72202

Subtotal	4,561.87
Sales Tax	0.00
Total Invoice	4,561.87
Payment Received	0.00
TOTAL	4,561.87

St. Augustine Electric Motor Works, Inc.
Ham's Irrigation Service

14 Center St.
St. Augustine, FL. 32084
904-829-8211
904-829-8030 Fax Line

Invoice- Sales Receipt #79181

2/7/2022

Cashier: DS

Durbin Crossing CDD
475 West Town Place
St. Augustine, FL 32092

P.O. # DURBIN

373A

1,320,538.464

Description

SERVICE CALL CHARGE
ONSITE LABOR 2 TECH.
MISC. TRUCK SUPPLIES

Exempt

Subtotal: \$1,331.00
0 % Tax: + \$0.00
RECEIPT TOTAL: \$1,331.00

PULLED PUMP TO BRING BACK TO SHOP.

Signature _____

Account: \$1,331.00

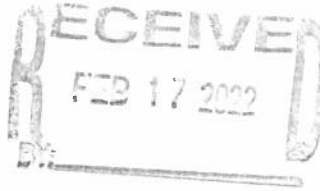
Thanks for shopping with us!

ALL WARRANTY ITEMS MUST BE ACCOMPANIED BY RECEIPT and will be REPAIRED or REPLACED per manufacturer.

RECEIVED FEB 07 2022



Durbin Crossing, CDD
c/o GMS, LLC
Board of Supervisors
475 West Town Place
Suite 114
St. Augustine, FL 32092



February 08, 2022
Project No: 02106.34000
Invoice No: 0201493

Project 02106.34000 Durbin Crossing Community Development District-2018/2019 General
Consulting Engineering Services (WA#37)

Professional Services rendered through January 31, 2022

Task 01 Professional Services

Professional Personnel

		Hours	Rate	Amount
Senior Engineer				
Katsaras, George	1/8/2022	.50	194.00	97.00
Katsaras, George	1/15/2022	1.00	194.00	194.00
Katsaras, George	1/29/2022	1.50	194.00	291.00
Totals		3.00		582.00
Total Labor				582.00
			Total this Task	\$582.00

Task XP Expenses

Total this Task 0.00

Invoice Total this Period \$582.00

1,310,513.311
AA

England-Thim & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-6990 • fax 904-646-9485
CA-00002584 LC-0000316

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

February 17, 2022

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3009719

Client Matter No. 6123-1

RECEIVED FEB 18 2022

Mr. Daniel Laughlin
Durbin Crossing CDD
Governmental Management Services, LLC
Suite 114
475 West Town Place
St. Augustine, FL 32092

370A.
1.310.513.315

Invoice No. 3009719

6123-1

Re: Durbin Crossing CDD - General *Jan* *services*

For Professional Legal Services Rendered

01/03/22	M. Eckert	0.70	234.50	Research JEA easement
01/12/22	M. Eckert	1.40	469.00	Research and review maintenance responsibilities for JEA easement area; review assignment of easements in homeowner association declaration from developer to district; confer with Mr. Godsey
01/13/22	M. Eckert	4.70	1,574.50	Draft memorandum to Board on assignment of easements from developer to District; research restrictive covenant law; prepare for and attend agenda call
01/14/22	M. Eckert	0.80	268.00	Prepare and distribute memorandum regarding assignment of easements; confer with Mr. Pollicino
01/16/22	M. Eckert	0.10	33.50	Revise and distribute memorandum on proposed developer assignment of easements
01/24/22	M. Eckert	3.30	1,105.50	Prepare for, travel to and attend

KUTAK ROCK LLP

Durbin Crossing CDD
February 17, 2022
Client Matter No. 6123-1
Invoice No. 3009719
Page 2

01/25/22	C. Stuart	0.30	126.00	board meeting; return travel; meeting follow up
01/26/22	M. Eckert	0.40	134.00	Review proposed legislation; monitor committee activity and agendas; monitor Amendment 12 implementation
01/26/22	D. Wilbourn	1.40	210.00	Prepare construction easement; research ability to release easements
01/27/22	M. Eckert	0.60	201.00	Prepare temporary construction easement; prepare agreements for slide repair and playground repair
01/27/22	D. Wilbourn	0.60	90.00	Prepare agreements for water feature restoration
01/28/22	M. Eckert	0.50	167.50	Revise restoration agreements for waterslide and waterpark
01/31/22	K. Haber	2.10	472.50	Review draft minutes and provide comments; follow up from board meeting
				Review declaration of covenants and research assignment of easements

TOTAL HOURS 16.90

TOTAL FOR SERVICES RENDERED \$5,086.00

DISBURSEMENTS

Computer Research	117.26
Travel Expenses	23.14

TOTAL DISBURSEMENTS 140.40

TOTAL CURRENT AMOUNT DUE \$5,226.40



1707 Townhurst Dr.
Houston TX 77043
(800) 858-POOL (7665)
www.poolsure.com

Invoice

Date

1/1/2022

Invoice #

131295604148

Terms	Net 20
Due Date	1/21/2022
PO #	

Bill To	Ship To
Durbin Crossing South 475 West Town Place, Suite 114 St. Augustine FL 32092	Durbin Crossing South Durbin Crossing South 145 South Durbin Pkwy Jacksonville FL 32259

Item ID	Description	Qty	Units	Amount
WM-CHEM-BASE	Water Management Seasonal Billing Rate <i>Jan Pool Chemicals</i> <i>109.7A</i> <i>1 - 1,320.5384510</i>	1	ea	1,334.01

Subtotal	1,334.01
Shipping Cost (FEDEX GROUND)	0.00
Total	1,334.01
Amount Due	\$1,334.01

Remittance Slip

Customer
13DUR200
Invoice #
131295604148

Amount Due \$1,334.01

Amount Paid

Make Checks Payable To

Poolsure
PO Box 55372
Houston, TX 77255-5372



131295604148



Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 300
Jacksonville FL 32202

Invoice # 395799
Date 2/17/2022
Terms Due on receipt
Due Date 2/17/2022
Memo Maintenance Services

Bill To

Durbin Crossing C.D.D.
c/o GMS LLC
475 West Town Place
Suite 114
St. Augustine FL 32092

252A

Description	Quantity	Rate	Amount
Pressure clean the Four corners monuments at Durbin South / North and Longleaf Pine 1. 320.53800.45516	1	600.00	600.00
Pressure clean bike pad adjacent to the above 1. 310.53800.45516	1	50.00	50.00

Total \$650.00



AMENITY
MAINTENANCE
GROUP

Invoice

DATE: February 17, 2022

245 Riverside Ave Suite # #300, 32202
Ph: 904-654-6304 / Fax: 904-355-1832

DCCDD02172022

BILL TO: Durbin Crossing CDD

DESCRIPTION	AMOUNT
Pressure wash the following locations:	
Pressure clean the Four corners monuments at Durbin South / North and Longleaf Pine	\$ 600.00
Pressure clean bike pad adjacent to the above	\$ 50.00
Licensed and insured as a department of Vesta Property Services	
SUBTOTAL	\$ 650.00
SALES TAX	\$ -
TOTAL	\$ 650.00

Payment is due 30 days upon completion.
Thank you for your business!

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/11/22	00066	2/08/22 2257	202202 600-53800-61000	STRUCTURAL REPAIR	*	6,621.50	
		2/08/22 2258	202202 600-53800-61000	POLISH AND WAX	*	3,828.50	
DALE COOPER DBA							10,450.00 000206
TOTAL FOR BANK B						10,450.00	
TOTAL FOR REGISTER						10,450.00	

DURB DURBIN CROSS OKUZMUK

DALE COOPER LLC
PO Box 102
Farmington, MO 63640
855-867-6274
jess@safeslides.com
https://www.safeslides.com



INVOICE

BILL TO

Durbin Crossing
145 S Durbin Pkwy
St. Johns, FL 32259

INVOICE # 2257

DATE 02/08/2022

STATE

FL

66B

ACTIVITY	QTY	RATE	AMOUNT
Structural Repair Contract \$13,243	1	6,621.50	6,621.50

036.600.538.610

BALANCE DUE

\$6,621.50

RECEIVED FEB 08 2022

Please make checks out to: Dale Cooper LLC
Remit payment to:
PO Box 102 Farmington, MO 63640

DALE COOPER LLC
PO Box 102
Farmington, MO 63640
855-867-6274
jess@safeslides.com
<https://www.safeslides.com>



INVOICE

BILL TO
Durbin Crossing
145 S Durbin Pkwy
St. Johns, FL 32259

INVOICE # 2258
DATE 02/08/2022

STATE
FL

ACTIVITY	QTY	RATE	AMOUNT
Polish and Wax Contract \$7,657	1	3,828.50	3,828.50

036.000.538.610

BALANCE DUE

\$3,828.50

6013

RECEIVED FEB 08 2022

Please make checks out to: Dale Cooper LLC
Remit payment to:
PO Box 102 Farmington, MO 63640



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Golden Rule Insurance Associates 2519 E Jackson Blvd Jackson, MO 63755	CONTACT NAME:	Jamie Haertling	
		PHONE (A/C, No, Ext):	(573)866-2699	FAX (A/C, No):	(573)298-6009
		E-MAIL ADDRESS:	cl@goldenruleia.com	
INSURED	Dale Cooper LLC/ Safe Slide Dale Cooper 1088 Madison 206 Fredericktown, MO 63645-8466	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : American Interstate Insurance Company		24759
		INSURER B : ALLSTATE		23787
		INSURER C : MJ Kelly		524210
		INSURER D : AMCO Insurance Company		23779
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER: 00001420-0

REVISION NUMBER: 40

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Additional In <input checked="" type="checkbox"/> Blanket Waiver of S GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			0100072252-2	08/29/2021	08/29/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Blanket Additional In \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			648870580	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			0100147460-0	08/29/2021	08/29/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	AVWCTX2931632021	09/28/2021	09/28/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Rented/ Leased Equip			ACP CIM 7255295326	11/01/2021	11/01/2022	\$500 Dedeuctible 216,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Comp: Dale Cooper is excluded

CERTIFICATE HOLDER

CANCELLATION

Durbin Crossing Community Development District 475 West Town Place, Suite 114 Saint Augustine, FL 32092	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE (JM H)

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FIFTH ORDER OF BUSINESS

MEMORANDUM

TO: Board of Supervisors (“Board”)
Durbin Crossing Community Development District (“District”)

FROM: Michael C. Eckert

DATE: March 21, 2022

RE: Suggested Standards when Considering Releases of Easements or Encroachment Agreements

The Board has requested our office set forth proposed guideposts for evaluating requests from property owners for the release, or consent to the encroachment upon, an easement held by the District.

Historically, the Board has entertained a release of easement or encroachment agreement when the proposed encroachment would not impair the District’s ability to operate, maintain, repair and replace District-owned infrastructure. These requests have been, and should be in the future, decided on a case-by-case basis, with the District exercising its sound discretion whether to relinquish this important property right. In examining the encroachment’s effect on the District’s ability to operate, maintain, repair and replace District-owned infrastructure, the Board should consider:

- a. Whether the area covered by easement will remain accessible or passable;
- b. Whether the encroachment will interfere with any restrictions on the use of the easement area; and,
- c. Whether the encroachment will adversely impact the health, safety, welfare, security, and functionality of the easement area and surrounding area (which may require review and input from the District Engineer).

If the Board determines that the proposed encroachment is inconsistent, or interferes, with the District’s ability to operate, maintain, repair and replace District-owned infrastructure, or is otherwise not in the best interests of the community, the Board should not entertain a release of easement or encroachment agreement.

SIXTH ORDER OF BUSINESS

MEMORANDUM

To: Board of Supervisors
Durbin Crossing Community Development District

From: Michael C. Eckert

Re: Requests for Releases of Easements or Encroachment Agreements

Date: March 21, 2022

The Board of Supervisors (“Board”) of the Durbin Crossing Community Development District (“District”) has received numerous requests for the District to either: 1) grant a release of the District’s easement rights, or 2) provide affirmative consent to an encroachment into a District easement (collectively “Requests”). Some Requests should be considered by the District, and some should not. It is important to remember that the District’s rights as an easement holder are limited. In addition, the District is a unit of local government subject to suit for claims of inverse condemnation and similar claims. Therefore, the District should take caution not to exercise rights which exceed those appropriate and necessary to utilize an easement for its intended purpose(s).

It is important to remember that easements can be established in many different ways. Easements in the District are most commonly established by: 1) plat; 2) *Declaration of Covenants, Conditions, Restrictions and Easements for Durbin Crossing and Notice of Assessments for Durbin Crossing Master Association, Inc.*, as recorded in Book 2586, Pages 495-604, inclusive, of the Official Records of St. Johns County, Florida, as amended from time to time (“Declaration”); 3) deed reservation; and 4) separate recorded easement. Other homeowner’s association documents, including but not limited to the rules of procedure and standards adopted by the Architectural Control Committee, may also need to be reviewed depending on the property at issue. Therefore, each Request requires an analysis of the source of the easement as well as the easement’s parameters.

Set forth below is a suggested process for reviewing Requests as well as the generally applicable provisions of the Declaration. Each plat contains easements, but each plat has different language. Therefore, the specific, implicated plat should be reviewed with each Request.

SUGGESTED PROCESS

The District Engineer, District Manager and District Counsel suggest the following process for the handling of a Request:

Step 1

Any representative of the District that receives a Request should send the Request to the District Manager. Residents are encouraged to include a metes and bounds legal description of the easement area to be encroached or released (“Legal Description”). While submission of a Legal Description is not required at this stage, it will expedite processing if the Request is ultimately approved by the Board.

Step 2

The District Manager contacts the resident making the Request and provides the resident with a copy of the Deposit Agreement attached hereto as Appendix A.

Step 3

The District Manager collects the Deposit and executed Deposit Agreement from the resident.

Step 4

The District Manager sends the Request to the District Engineer and District Counsel for review.

Step 5

If the District Engineer and District Counsel do not have concerns about the Request from an engineering or legal perspective, the resident can choose to have District Counsel prepare the document releasing the easement or granting the encroachment. Alternatively, the resident can choose to have the Board consider the Request prior to the time District Counsel prepares the document releasing the easement or granting the encroachment.

Step 6

After consulting with the District Engineer or District Counsel, the District Manager prepares a brief memorandum for the Board which accompanies the Request. Such Memorandum shall contain a recommendation for approval or no action.

Step 7

The Request is placed on the Board agenda for consideration.

Step 8

The District Manager informs the resident of the Board’s decision to approve the Request or take no affirmative action.

Step 9

If the Request is approved, District Counsel prepares the document releasing the easement or granting the encroachment and it is signed by the Chair and the resident. It is then recorded by District Counsel in the Official Records of St. Johns County, Florida.

Step 10

The District Manager deducts the professional fees and recording fees incurred by the District from the deposit and issues a refund of the remainder to the deposit to the lot owner.

Step 11

The District Manager shall maintain an easily accessible database of all Requests and the Board decision on each such Request. The database shall be easily searchable by street address. After each Request is considered by the Board, it shall promptly be added to the database.

GENERALLY APPLICABLE DECLARATION PROVISIONS

13.5 Easements.

All easements show [sic] on the Plat and not dedicated therein are and shall remain private easements and the sole and exclusive property of the Declarant, its successors and assigns. In addition, Declarant reserves an easement 10 foot (10') in width along the front and back of each Parcel, and five foot (5') in width along the side of each Parcel for drainage and utilities and for access. The Declarant has the unrestricted right and power of alienating and releasing such easements. The Owners of the Parcels subject to easements shown on the Plat shall acquire no right, title or interest in and to any wires, cables, conduits, pipes, mains, lines or other equipment place on, over or under the property which is subject to said easements. The Owner of any Parcel subject to any easement or easements shall not construct any improvements or structures upon said easements. In the event any Owner constructs any improvements or structures on the easement shown on the Plat, the Owner of the Parcel subject to said easement shall remove said improvements or structures upon written request of Declarant, its successors, trustees, or assigns.

17.1 Blanket Easement.

The plan for the development of the Property includes the construction of a Stormwater Management System, which may include, without limitation, retention lakes, swales, conduits, weirs, pipes, pumps, and berms across the rear of certain Parcels and access easements to the Stormwater Management System as shown on the Plat. Declarant hereby reserves for itself, its successors and assigns, and grants to the Master Association and its designees and the CDD a perpetual, nonexclusive easement over and across all areas of the Stormwater Management System for the drainage of stormwater from the Property. The obligations set forth herein as to the Stormwater Management Systems shall be vested in the CDD. Portions of the Stormwater Management System are located entirely within Parcels. The Master Association and CDD are hereby granted an easement over any Parcels which is necessary or convenient for the Master Association and/or the CDD to perform its maintenance obligations hereunder, provided however, such easement shall be released with respect to any portion of the Parcels on which an approved Improvement is constructed and located.

17.2 Maintenance Easement.

The Declarant, Master Association and the CDD is granted a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across the Stormwater Management System and over any portion of a Parcel which is a part of the Stormwater Management System, or upon which a portion of the Stormwater Management System is located to operate, maintain, and repair the Stormwater Management System as required by the St. Johns River Water Management District ("SJRWMD") permit. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify any berms placed along the rear of any Parcels as part of the Stormwater Management System, or take any other action

reasonably necessary, following which Declarant, CDD or the Master Association shall restore the affected property to its original condition as nearly as practicable; provided, however, that Declarant, CDD or the Master Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Declarant, CDD or the Master Association shall give reasonable notice of its intent to take such action to all affected Owners, unless, in the opinion of Declarant, CDD or the Master Association, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of Declarant, CDD or the Master Association and shall not be construed to obligate Declarant, CDD or the Master Association to take any affirmative action in connection therewith. The Owners of Parcels adjacent to or containing a portion of the retention areas are granted a perpetual, nonexclusive easement for ingress and egress over and across the Stormwater Management System for the purpose of providing maintenance and erosion control to the embankments of such retention areas.

17.3 Maintenance.

Except as specifically set forth herein to the contrary, the CDD shall be responsible for the maintenance, operation, and repair of the Stormwater Management System. Such maintenance shall include the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to surface water management, drainage, and water quality promulgated by the SJRWMD, Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance and other stormwater management capabilities as permitted by the SJRWMD.

The CDD shall maintain and control the water level and quality of the Stormwater Management System; the bottoms of any retention lakes or drainage easements which retain or hold stormwater on a regular basis. The CDD shall have the power, as may be required by any applicable governmental entity, to control and eradicate plants, fowl, reptiles, animals, fish, and fungi in and on any portion of the retention lakes or drainage easements. The Owners of Parcels adjacent to or containing any portion of the Stormwater Management System, shall maintain all shoreline vegetation and the grade and contour of all embankments to the water's edge (as it may rise and fall from time to time) irrespective of ownership of such land, keep the grass, plantings, and other lateral support of the embankments in a clean and safe manner and to prevent erosion and shall remove trash and debris as it may accumulate in the Stormwater Management System, from time to time. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance or other surface water capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Stormwater Management System shall be consistent with the Permits as originally issued or any modification that may be approved by the SJRWMD. In order to provide adequate assurance that the Stormwater Management System will adequately function, the following maintenance procedures shall be followed:

- (a). The CDD shall inspect or cause to be inspected all inlets and control structures for vandalism, deterioration or accumulation of sand and debris.
- (b). The CDD shall assure that all debris or sand shall be removed from the inlets and control structures and any orifice system.
- (c). The CDD shall inspect and repair or cause to be inspected and repaired all skimmer boards around control structures as necessary.
- (d). The CDD shall maintain any and all water pumps which are installed in compliance with the Permits and which assure that waters from the Stormwater Management System are properly pumped to permitted wetlands.

17.4 Improvements.

No docks, bulkheads, or other structures, permanent or temporary, shall be constructed on, over, or under any portion of the Stormwater Management System without the prior written consent of the CDD and the Master Association and the approval of the Committee or Declarant, which consent or approval may be withheld for any reason. Any improvements to the Stormwater Management System permitted by the CDD and the Master Association and installed by the Owner shall be maintained by such Owner in accordance with the maintenance provisions of this Declaration. All improvements to the Stormwater Management System may also require the prior written approval of the SJRWMD. After receiving the approval of the Committee, Owner shall be solely liable for obtaining all governmental permits necessary or convenient to construct such Improvements.

SEVENTH ORDER OF BUSINESS

**AGREEMENT BETWEEN THE DURBIN CROSSING COMMUNITY
DEVELOPMENT DISTRICT AND _____
FOR DEPOSIT RELATING TO COSTS OF [ENCROACHMENT AGREEMENT]
[RELEASE OF EASEMENT] PREPARATION**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20____, by and between:

DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in St. Johns County, Florida, with a mailing address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the "District"), and

[RESIDENT], _____, whose mailing address is _____ ("Owner," and together with the District, the "Parties").

RECITALS

WHEREAS, the District is a special-purpose unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the District may own and maintain certain easement areas that abut certain residential properties, including the Owner's property; and

WHEREAS, the Owner approached the District and desires to enter into [*an encroachment agreement*] [*a release of easement*] with the District regarding certain Owner-installed Improvements ("Improvements") at Owner's sole cost and expense; and

WHEREAS, the District will incur certain costs related to the preparation of [*an encroachment agreement ("Encroachment Agreement")*] [*a release of easement ("Release of Easement")*] and the Owner has indicated the desire to make a deposit related to the costs of professional review and preparation of the [*Encroachment Agreement*] [*Release of Easement*]; and

WHEREAS, the District and the Owner warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. DEPOSIT. Owner agrees to deposit One Thousand Five Hundred Dollars (\$1,500.00) with the District to be applied toward the cost of legal review, engineering review and preparation and recording of the *[Encroachment Agreement]* *[Release of Easement]* ("Deposit"). Once the legal review and engineering review have been completed and the *[Encroachment Agreement]* *[Release of Easement]* has been prepared, the total cost of legal review, engineering review, preparation and recording will be calculated. If the cost of legal review, engineering review, preparation and recording exceeds the Deposit, Owner will pay the District the outstanding amounts prior to the District's execution. If the cost of legal review, engineering review, preparation and recording is less than the Deposit, the District will refund the remaining amount to the Owner.

3. AMENDMENTS. Except as may be otherwise set forth herein, this agreement may not be amended or modified in whole or in part except by an instrument in writing executed by the affected parties.

4. ENFORCEMENT. In the event of any litigation pertaining to this agreement, the permission herein granted, the rights, duties, obligations or liabilities of the parties hereto, and the enforcement of any rights hereunder or the interpretation of any provision hereof, the substantially prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees, paralegal fees, court costs, and associated expenses from the other party, whether incurred before, during, or after trial, appellate proceedings, settlement, mediation, or negotiations.

5. APPLICABLE LAW; VENUE. This agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this agreement shall be in St. Johns County, Florida.

6. COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties execute this agreement the day and year first written above.

ATTEST:

**DURBIN CROSSING COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

Print Name:_____

[Resident]

EIGHTH ORDER OF BUSINESS

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Michael C. Eckert, Esq.
Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301

[space above for recording purposes]

PARTIAL RELEASE OF EASEMENT AND INDEMNIFICATION AGREEMENT

This **PARTIAL RELEASE OF EASEMENT AND INDEMNIFICATION AGREEMENT** ("Release") is executed as of _____, 20__, and entered into between the **DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT** whose address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District"), and _____ ("Owner").

RECITALS

WHEREAS, the Owner currently owns a single-family residence on the following real property described as _____ ("Property"), according to the plat recorded in Map Book __, Pages __, of the Public Records of St. Johns County, Florida ("Plat");

WHEREAS, the Property is encumbered by a _____ foot _____ easement ("Easement") as depicted on the Plat and has been granted to the District through that certain [grant of easement] as recorded in Book __, Pages __, of the Official Records of St. Johns County, Florida;

WHEREAS, the Owner wishes to construct certain property improvements described as _____ ("Improvements"), which will encroach into the Easement;

WHEREAS, the Owner requests that the District, to the extent the District owns the Easement, release that portion of the Easement on which the Improvements will be located as shown on Exhibit A hereto;

WHEREAS, the Owner acknowledges and agrees that Owner will continue to maintain the remaining Easement and affirm that Owner will undertake any measures necessary to ensure protection and restoration of adjacent lakes, ponds, wetlands, and buffer, including, but not limited to, erosion control, caused as a result of the encroachment of Improvements into the Easement, and/or the size, function, and maintenance of the remaining Easement;

WHEREAS, the Owner agrees to hold harmless, defend, and indemnify the District against any and all loss, damage, or injury, including all judgments, liens, liabilities, claims, actions, suits, demands, debts, and obligations by any person, corporation, or other entity arising from or related to, wholly or in part by, the construction, operation, or maintenance of the Improvements and/or the remaining Easement; and

WHEREAS, the District recognizes that nothing in this Agreement shall serve as or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law.

AGREEMENT

1. The recitals stated above are true and correct and are incorporated herein by this reference.

2. Subject to Owner's performance of the terms hereof, the District hereby releases a portion of the Easement as shown on **Exhibit A**, but only to the extent the District owns the Easement and has a right to release the Easement, for the sole purpose authorizing the encroachment of the Improvements. No other permanent structure may be constructed within the remaining Easement.

3. The District, by entering this Agreement, makes no representations or warranties that it is an owner or the sole owner of the Easement. The Owner shall be solely responsible for confirming easement ownership and property ownership to ensure that the Owner has obtained the rights necessary to use, improve or alter the Property in the manner intended by Owner.

4. The District does not represent that the District has authority to provide a release of the Easement or permit use of the Easement or provide all necessary approvals for the construction of the Improvements. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work (including but not limited to any architectural review approvals of the architectural control committee, as well as any other necessary legal interests and approvals).

5. The Owner hereby affirms the existence of and agrees to maintain the remaining Easement, and affirms that Owner will undertake any measures necessary to ensure protection and restoration of any adjacent lakes, ponds, wetlands and buffer, including, but not limited to, erosion control, caused as a result of the Improvements, and/or the size, function and maintenance of the remaining Easement.

6. The Owner hereby agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Owner to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Owner as jointly liable parties; however, Owner shall indemnify the District for any and all percentage of fault attributable to Owner for claims against the District, regardless of whether the

District is adjudged to be more or less than 50% at fault. Owner further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

7. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

8. The obligations of the Owner set forth herein shall be covenants running with title to the Property, shall be binding on the Property and shall pass to and be binding upon Owner's heirs, assigns and successors in title.

9. This Release is to be recorded and pass with title to the Property to any future owners.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, THIS RELEASE has been executed by the parties on the date and year first written above:

Signed, sealed and delivered
in the presence of:

**DURBIN CROSSING COMMUNITY
DEVELOPMENT DISTRICT**

Witness:

By: _____

Chairperson

Witness:

By: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20__ by _____, as _____ of Durbin Crossing Community Development District, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of such community development district, who is personally known to me or has produced a _____ driver's license as identification.

Notary Public, State of Florida

Printed Name of Notary Public

My Commission expires:

Signed, sealed and delivered
in the presence of:

Witness:

By: _____

[Owner]

Witness:

By: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization this _____ day of _____, 20__ by
_____, who is personally known to me or has produced a
_____ driver's license as identification.

Notary Public, State of Florida

Printed Name of Notary Public

My Commission expires:

Signed, sealed and delivered
in the presence of:

Witness:

By: _____

[Owner]

Witness:

By: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization this _____ day of _____, 20__ by
_____, who is personally known to me or has produced a
_____ driver's license as identification.

Notary Public, State of Florida

Printed Name of Notary Public

My Commission expires:

Exhibit A

Easement Area

DRAFT

NINTH ORDER OF BUSINESS

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

Michael C. Eckert, Esq.
Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301

[space above for recording purposes]

NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT

THIS NON-EXCLUSIVE, REVOCABLE ENCROACHMENT AGREEMENT (“Agreement”) is executed as of _____, 20__, by and between the **DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“District”) and _____, whose mailing address is _____ (“Owner”).

WITNESSETH

WHEREAS, the Owner currently owns a single-family residence on the following real property described as _____ (“Property”), according to the plat recorded in Map Book __, Pages __, of the Public Records of St. Johns County, Florida (“Plat”);

WHEREAS, the Property is encumbered by a _____ foot _____ easement as [depicted on the Plat] [described in the HOA Declaration] and has been granted to the District through that certain [grant of easement] as recorded in Book __, Pages __, of the Official Records of St. Johns County, Florida (“Easement”);

WHEREAS, the Owner desires to construct a _____ (“Improvements”), which Improvements will encroach into a portion of the Easement and the Owner requested that the District consent to such encroachment to facilitate construction of the Improvements, all as more particularly depicted in **Exhibit A** (“Encroachment Area”); and

WHEREAS, the District has agreed to consent to the installation of the Improvements within the Encroachment Area, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements provided herein, and for other valuable and good consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the District and Owner agree as follows:

1. RECITALS. The recitals stated above are true and correct and are incorporated herein by this reference and form a material part of this Agreement.

2. PERMISSION. The District grants to the Owner, and Owner’s heirs, successors, assigns and permittees, but only to the extent the District owns the Easement and has a right to permit an encroachment, the right, privilege and permission to construct, operate and maintain Improvements as more particularly depicted in **Exhibit A** attached hereto, subject to the terms of

this Agreement. The District, by entering this Agreement, makes no representations or warranties that it is an owner or the sole owner of the Easement. The Owner shall be solely responsible for confirming easement ownership and property ownership to ensure that the Owner has obtained the rights necessary to use, improve or alter the Property in the manner intended by Owner.

3. OWNER'S RESPONSIBILITIES. The Owner shall have the following responsibilities as a condition of the District's consent to Owner's installation, operation and maintenance of the Improvements in the Easement. Specifically, the Owner shall:

(a) be fully responsible for the installation, operation and maintenance of the Improvements;

(b) obtain any and all applicable permits and approvals relating to Improvements including, but not limited to, any approvals by the Master Association pursuant to the Durbin Crossing Declaration, as well as any other necessary legal interests and approvals. The District does not represent that the District has authority to provide all necessary approvals for the installation of Improvements;

(c) ensure that the installation, operation and maintenance of the Improvements are conducted in compliance with all applicable laws, including but not limited to, building codes, set-back requirements and other applicable laws, rules, ordinances and codes;

(d) ensure that the installation, operation and maintenance of the Improvements does not damage any property of the District, or any third-party's property, and, in the event of any such damage, the Owner shall immediately repair the damage or compensate the District for such repairs, at the District's option;

(e) ensure that the Owner's exercise of privilege granted hereunder does not interfere with the District's rights under the Easement. For example, the Improvements to be installed within the Easement shall be installed higher than ground level, so as not to impede the flow of surface water to the stormwater management facility, or shall otherwise be constructed so as not to impede the flow of surface water. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any culvert pipes that may be located within the Easement. The Owner shall be responsible for locating and identifying any such stormwater improvements and/or utilities, if any;

(f) ensure that the District has free access to and from the stormwater management system, including allowing access through the Improvements, for the District to operate, maintain and repair the same, as needed;

(g) upon completion of the installation, continue to operate, maintain and repair the Improvements, in good and working condition; and

(h) keep the Encroachment Area free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and Owner shall immediately discharge any such claim or lien.

4. REMOVAL AND/OR REPLACEMENT OF IMPROVEMENTS. The privilege and permission granted herein is given to Owner as an accommodation and is revocable at any time. The Owner acknowledges the legal interest of the District in the Easement described above and agrees never to deny such interest or to interfere in any way with the District's use of the same. The Owner shall exercise the privilege granted herein at Owner's own risk, and agrees that the Owner shall never claim any damages against the District for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the District. The Owner further acknowledges that, with adequate written notice, the District may remove all, or any portion or portions, of the Improvements, at Owner's expense, in order to repair or maintain its [stormwater management] facilities, and that the District is not obligated to re-install the Improvements to its original location and is not responsible for any loss or damage to the Improvements, or its supporting structure as a result of such removal.

5. INDEMNIFICATION. The Owner hereby agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Owner to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Owner as jointly liable parties; however, Owner shall indemnify the District for any and all percentage of fault attributable to Owner for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Owner further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

6. COVENANTS RUN WITH THE LAND. This Agreement and all rights and obligations contained herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but not limited to, all subsequent owners of any portions of the property described herein and all persons claiming under them. Whenever the word "Owner" is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns.

7. AMENDMENTS. Except as may be otherwise set forth herein, this Agreement may not be amended or modified in whole or in part except by an instrument in writing executed by the affected parties, and recorded in the Official Records of St. Johns County, Florida.

8. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28,

Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

9. ENFORCEMENT. In the event of any litigation pertaining to this Agreement, the permission herein granted, the rights, duties, obligations or liabilities of the parties hereto, and the enforcement of any rights hereunder or the interpretation of any provision hereof, the substantially prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees, paralegal fees, court costs, and associated expenses from the other party, whether incurred before, during, or after trial, appellate proceedings, settlement, mediation, or negotiations.

10. APPLICABLE LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in St. Johns County, Florida.

11. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

[Signatures on the following pages]

IN WITNESS WHEREOF, THIS AGREEMENT has been executed by the parties on the date and year first written above:

Signed, sealed and delivered
in the presence of:

**DURBIN CROSSING COMMUNITY
DEVELOPMENT DISTRICT**

Witness:

By: _____

Chairperson _____

Witness:

By: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20__ by _____, as _____ of Durbin Crossing Community Development District, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of such community development district, who is personally known to me or has produced a _____ driver's license as identification.

Notary Public, State of Florida

Printed Name of Notary Public

My Commission expires:

Signed, sealed and delivered
in the presence of:

Witness:

By: _____

[Owner]

Witness:

By: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization this _____ day of _____, 20__ by
_____, who is personally known to me or has produced a
_____ driver's license as identification.

Notary Public, State of Florida

Printed Name of Notary Public

My Commission expires:

Signed, sealed and delivered
in the presence of:

Witness:

By: _____

[Owner]

Witness:

By: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization this _____ day of _____, 20__ by
_____, who is personally known to me or has produced a
_____ driver's license as identification.

Notary Public, State of Florida

Printed Name of Notary Public

My Commission expires:

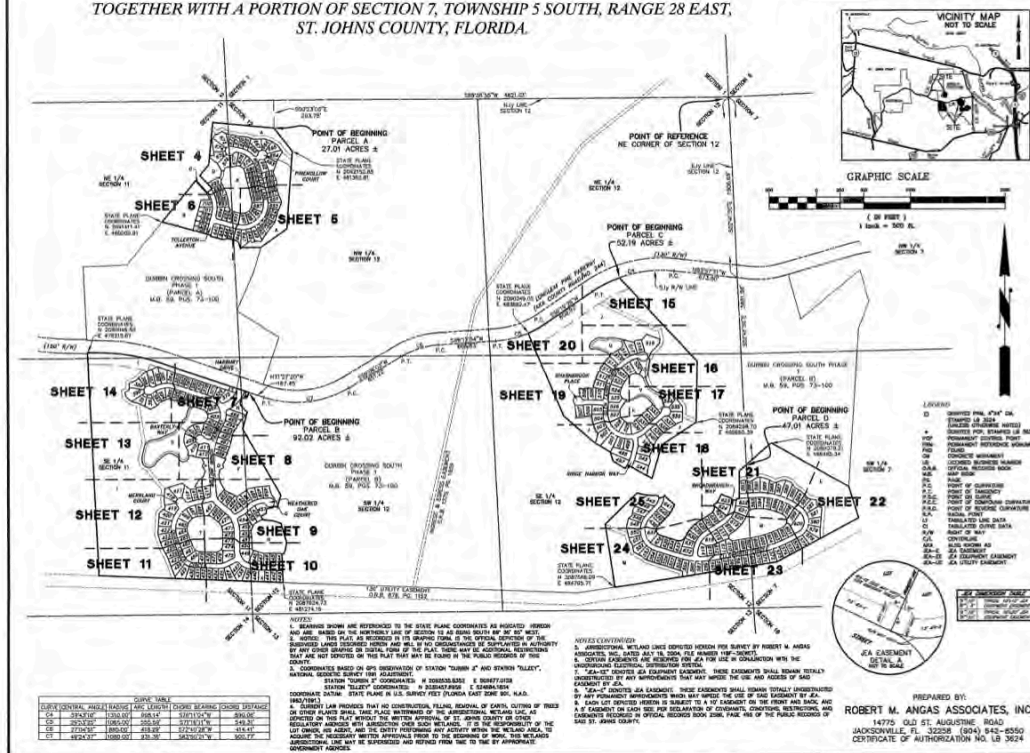
Exhibit A

Encroachment Area

DRAFT

TENTH ORDER OF BUSINESS

MAP BOOK 65 PAGE 44
SHEET 3 OF 25 SHEETS



ELEVENTH ORDER OF BUSINESS

A.



LANDSCAPE STATUS REPORT

REPORT SUMMARY

REPORT DATE	PROPERTY NAME	PREPARED BY	MONTH OF SERVICE
3/18/2022	Durbin Crossing	David Landschoot	March

SERVICE SUMMARY

COMPLETED IN MARCH

- RFP Notes Completed March 8/22
- Detail Work (Weeding/Spraying/Pruning)
- Cut back and removal of frost damaged Hawaiian Ties at North and South Amenities pools
- Dead Heading of frost damaged Blue Daze and weeds treated at street entry monuments
- Lifting of tree canopies in pedestrian walkways and near amenities
- Sprayed for crack weeds North and South amenities with a pre-emergent
- Full-Service maintenance (Mowing/Edging/String Trimming/Blowing)
- Turf Fertilization/Pest Control/Weed Control

ANTICIPATED FOR NEXT MONTH

- Detail Work (Spraying of landscape bed weeds/Trimming/Weeding of Ornamental grass beds)
- Additional enhancement flowers going in at North and South Amenities
- Replacing of Frost damaged Aztec Grass and Liriope at North and South amenities
- Moss removal per contract height

Comments

TURF

Temperatures are starting to rise, and the turf is waking up. We are starting to see weed pressure in turf due to lack of pre-emergent being applied. This was done in the areas that were going to be replaced. We are working alongside fertilizer and chemical applications to control this issue.

PLANT BEDS

Sprayed for weeds in landscape beds around community monuments and grass beds to control Torpedo grass and other Broadleaf weeds.

TREES & SHRUBS

Continued work on lifting of canopies in pedestrian walkways and near structures for clearance



Job Name: Durbin Crossing

Job Number: _____

Controller Name: Islebrook Ballpark

Date: 3-17-22

Page: ___ of ___

Start Time/End Time	Seasonal Adjust	Run Days
A) <u>11/24/1:40AM</u>	<u>100</u> %	<u>10/11/SA</u>
B)	%	
C)	%	
D)	%	

Zone Map
YES ☒ NO

Zone list in controller
YES ☒ NO

Checked Weather Sensor
YES ☒ NO

Weather Sensor:
Working ☒ Not working

Controller Make & Model			
Controller Status	<u>Working</u>	Not Working	
POC Info	Potable Water	Reclaim	Well Water Lake Water
Pump Status & Type	Pressurized	Pump Start	Centrifugal Submersible

INFORMATION:

Zone Number	1	2	3	4	5	6	7	8	9	10	11	12	13	X	X	X
Spray, Rotor, Drip, MPR, or Bubbler	<u>15</u>	<u>15</u>	<u>15</u>	<u>15</u>	<u>10</u>	<u>10</u>	<u>25</u>	<u>10</u>	<u>10</u>	<u>5</u>	<u>10</u>	<u>10</u>	<u>10</u>			
Run time (A)	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>45</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>			
Run Time (B)																
Run Time (C)																
Run Time (D)																
Zone Faults or Alarms																
Plant Type																

Contract Maintenance: (No Charge)

Straighten Heads																
Adjust Water Pattern																
Clogged Nozzle Screens																

Billable Repairs or Upgrades:

Head Broken- 6in spray																
Head Broken- 12in spray																
Head Broken- 6in rotor																
Head Broken- 12in rotor																
Broken Riser																
Upgrade 4in to 6in Pop up																
Upgrade 6in to 12in Pop up																
Nozzle																
MPR																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered in Turf																
Head Raised or Lowered in Shrub																
Damaged Valve Box																
Zone Not Operating																
Main Line Break																
Additional Labor/Troubleshooting																
Other- See Comments																

Additional Comments:

new
head
in
new



Job Name: DURBIN CROSSING

Job Number: _____

Controller Name: AMENITY center South

Date: 3-16-22

Page: ___ of ___

Start Time /End Time	Seasonal Adjust	Run Days
A) <u>9:30pm</u>	<u>100</u> %	<u>Tu, Th, SA</u>
B)	%	
C)	%	
D)	%	

Zone Map
YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/>
Zone not in controller
YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/>

Checked Weather Sensor
YES <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/>
Weather Sensor: _____
<input checked="" type="checkbox"/> Working <input checked="" type="checkbox"/> Not working

Controller Make & Model	
Controller Status	<input checked="" type="checkbox"/> Working <input type="checkbox"/> Not Working
POC Info	Potable Water <input checked="" type="checkbox"/> Reclaim <input type="checkbox"/> Well Water <input type="checkbox"/> Lake Water <input type="checkbox"/>
Pump Status & Type	Pressurized <input type="checkbox"/> Pump Start <input type="checkbox"/> Centrifugal <input type="checkbox"/> Submersible <input type="checkbox"/>

INFORMATION:

Zone Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray, Rotor, Drip, MPR, or Bubbler	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>R</u>	<u>R</u>	<u>R</u>	<u>R</u>	<u>R</u>	<u>S</u>	<u>S</u>	<u>R</u>	<u>S</u>
Run time (A)	<u>10</u>	<u>15</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>15</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>20</u>	<u>15</u>	<u>10</u>	<u>20</u>	<u>10</u>
Run Time (B)																
Run Time (C)																
Run Time (D)																
Zone Faults or Alarms																
Plant Type																

Contract Maintenance: (No Charge)

Straighten Heads	<u>2</u>										<u>1</u>					
Adjust Water Pattern	<u>2</u>									<u>1</u>						
Clogged Nozzle Screens																

Billable Repairs or Upgrades:

Head Broken- 6in spray																
Head Broken- 12in spray																
Head Broken- 6in rotor																
Head Broken- 12in rotor																
Broken Riser																
Upgrade 4in to 6in Pop up																
Upgrade 6in to 12in Pop up																
Nozzle																<u>1</u>
MPR																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered in Turf																
Head Raised or Lowered in Shrub																
Damaged Valve Box																
Zone Not Operating																
Main Line Break																
Additional Labor/Troubleshooting																
Other- See Comments																

Additional Comments:
Zone 5- clog 1 Spray along tennis court, that was Doubled up.
Zone 10- 1 Rotor under fence of tennis court.
Zone 16- 1 Broken Nozzle under water slide.

1 Red
2 Green
11 Brown
4 Blue
1 Black
3 Brown
1 Blue
Yellow
7 Red
Black
2 Green

Job Name: DURBIN CROSSING

Job Number: _____

Controller Name: AMENITY CENTER NORTHDate: 3-15-22

Page: ____ of ____

Start Time / End Time	Seasonal Adjust	Run Days
A) <u>1AM/5:30AM</u>	<u>100</u> %	<u>WE, FR, SU</u>
B) <u>2:45/4:15</u>	<u>100</u> %	<u>MO, TU, TH, SA</u>
C) <u>5AM/5:30AM</u>	%	
D)	%	

Zone Map
YES <input checked="" type="radio"/> NO <input type="radio"/>
Zone list in controller
YES <input checked="" type="radio"/> NO <input type="radio"/>

Checked Weather Sensor
YES <input checked="" type="radio"/> NO <input type="radio"/>
Weather Sensor:
Working: <input checked="" type="radio"/> Not working <input type="radio"/>

Controller Make & Model	
Controller Status	<input checked="" type="radio"/> Working <input type="radio"/> Not Working
POC Info	Potable Water <input checked="" type="radio"/> Reclaim <input type="radio"/> Well Water <input type="radio"/> Lake Water <input type="radio"/>
Pump Status & Type	Pressurized <input type="radio"/> Pump Start <input type="radio"/> Centrifugal <input type="radio"/> Submersible <input type="radio"/>

INFORMATION:

Zone Number	1	2	3	4	5	6	7	8	9	10	11	12				
Spray, Rotor, Drip, MPR, or Bubbler	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>R</u>	<u>R</u>	<u>R</u>	<u>R</u>	<u>R</u>	<u>R</u>	<u>R</u>				
Run time (A)	<u>15</u>	<u>15</u>	<u>15</u>	<u>15</u>	<u>15</u>	<u>30</u>	<u>30</u>	<u>30</u>	<u>30</u>	<u>30</u>	<u>30</u>	<u>15</u>				
Run Time (B)		<u>15</u>		<u>15</u>												
Run Time (C)																
Run Time (D)																
Zone Faults or Alarms																
Plant Type																

Contract Maintenance: (No Charge)

Straighten Heads			<u>1</u>				<u>2</u>	<u>1</u>								
Adjust Water Pattern	<u>2</u>	<u>1</u>							<u>2</u>							
Clogged Nozzle Screens		<u>3</u>														

Billable Repairs or Upgrades:

Head Broken- 6in spray																
Head Broken- 12in spray																
Head Broken- 6in rotor						<u>2</u>										
Head Broken- 12in rotor																
Broken Riser																
Upgrade 4in to 6in Pop up																
Upgrade 6in to 12in Pop up																
Nozzle			<u>1</u>													
MPR																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered in Turf																
Head Raised or Lowered in Shrub																
Damaged Valve Box																
Zone Not Operating																
Main Line Break																
Additional Labor/Troubleshooting																
Other- See Comments																

Additional Comments:

Zone 3: Needs better Nozzles, 1 Broken Nozzle Marking left
2 Broken Rotors near Baseline Ball court



Job Name: PURBIA CROSSING

Job Number: _____

Controller Name: HARBURY controller/HARBURY NODES

Date: 3-8-22

Page: ___ of ___

Start Time /End Time	Seasonal Adjust	Run Days
A) <u>9pm</u>	<u>100</u> %	<u>mo, we, fr</u>
B)	%	
C)	%	
D)	%	

Zone Map
YES NO
Zone list in controller
YES NO

Checked Weather Sensor
YES NO
Weather Sensor:
Working Not working

Controller Make & Model			
Controller Status	<u>Working</u>		Not Working
POC Info	Potable Water	<u>Reclaim</u>	Well Water Lake Water
Pump Status & Type	Pressurized	Pump Start	Centrifugal Submersible

INFORMATION:

Zone Number	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>	<u>21</u>	<u>22</u>	<u>1</u>	<u>2</u>	<u>25 Station NODE 12AM mo, we, fr</u>			
Spray, Rotor, Drip, MPR, or Bubbler	<u>S</u>	<u>S</u>	<u>S</u>	<u>MPR</u>	<u>S</u>	<u>MPR</u>	<u>S</u>	<u>S</u>				
Run time (A)	<u>10</u>	<u>15</u>	<u>10</u>	<u>25</u>	<u>10</u>	<u>15</u>	<u>10</u>	<u>10</u>				
Run Time (B)												
Run Time (C)												
Run Time (D)												
Zone Faults or Alarms												
Plant Type												

Contract Maintenance: (No Charge)

Straighten Heads						<u>1</u>						
Adjust Water Pattern	<u>2</u>			<u>MPR</u>								
Clogged Nozzle Screens			<u>1</u>									

Billable Repairs or Upgrades:

Head Broken- 6in spray						<u>1</u>						
Head Broken- 12in spray												
Head Broken- 6in rotor												
Head Broken- 12in rotor												
Broken Riser												
Upgrade 4in to 6in Pop up												
Upgrade 6in to 12in Pop up												
Nozzle						<u>2</u>						
MPR												
Severe Line Clog												
Lateral Line Break												
Relocation												
Head Raised or Lowered in Turf												
Head Raised or Lowered in Shrub												
Damaged Valve Box												
Zone Not Operating												
Main Line Break												
Additional Labor/Troubleshooting												
Other- See Comments												

Additional Comments:

1 Broken Spray near controller, 2 cut Nozzles along sidewalk & Road.



Job Name: DURIZIA CROSSING

Job Number: _____

Controller Name: HARBURY controller / HARBURY NODES

Date: 3-8-22

Page: ___ of ___

Start Time /End Time	Seasonal Adjust	Run Days
A) <u>9:41</u>	<u>100</u> %	<u>Mon, Wed, Fri</u>
B)	%	
C)	%	
D)	%	

Zone Map
YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Zone list in controller
YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

Checked Weather Sensor
YES <input type="checkbox"/> NO <input type="checkbox"/>
Weather Sensor:
Working Not working

Controller Make & Model			
Controller Status			
	<u>Working</u>	Not Working	
POC Info	Potable Water	Reclaim	Well Water
Pump Status & Type	Pressurized	Pump Start	Centrifugal

INFORMATION:

Zone Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray, Rotor, Drip, MPR, or Bubbler	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>
Run time (A)	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>15</u>	<u>15</u>	<u>15</u>	<u>15</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>
Run Time (B)																
Run Time (C)																
Run Time (D)																
Zone Faults or Alarms																
Plant Type																

Contract Maintenance: (No Charge)

Straighten Heads																
Adjust Water Pattern		<u>2</u>														
Clogged Nozzle Screens					<u>1</u>			<u>1</u>								

Billable Repairs or Upgrades:

Head Broken- 6in spray																
Head Broken- 12in spray																
Head Broken- 6in rotor																
Head Broken- 12in rotor																
Broken Riser																
Upgrade 4in to 6in Pop up																
Upgrade 6in to 12in Pop up																
Nozzle																
MPR					<u>2</u>											
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered in Turf																
Head Raised or Lowered in Shrub																
Damaged Valve Box																
Zone Not Operating																
Main Line Break																
Additional Labor/Troubleshooting																
Other- See Comments																

Additional Comments:

Two Broken nozzles along sidewalk & Road,



Job Name: Durbin Crossing

Job Number: _____

Controller Name: 112101 LanPing

Date: 3-4-22

Page: 1 of 1

Start Time /End Time	Seasonal Adjust	Run Days
A) <u>2AM/4:35AM</u>	<u>100</u> %	<u>MON, WED, FR</u>
B)	%	
C)	%	
D)	%	

Zone Map
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Zone list in controller
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Checked Weather Sensor
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Weather Sensor:
<input checked="" type="checkbox"/> Working <input type="checkbox"/> Not working

Controller Make & Model	
Controller Status	<input checked="" type="checkbox"/> Working <input type="checkbox"/> Not Working
POC Info	Potable Water <input checked="" type="checkbox"/> Reclaim <input type="checkbox"/> Well Water <input type="checkbox"/> Lake Water <input type="checkbox"/>
Pump Status & Type	Pressurized <input type="checkbox"/> Pump Start <input type="checkbox"/> Centrifugal <input type="checkbox"/> Submersible <input type="checkbox"/>

INFORMATION:

Zone Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray, Rotor, Drip, MPR, or Bubbler	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>
Run time (A)	<u>10</u>	<u>5</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>20</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>5</u>	<u>5</u>
Run Time (B)																
Run Time (C)																
Run Time (D)																
Zone Faults or Alarms																
Plant Type																

Contract Maintenance: (No Charge)

Straighten Heads		<u>1</u>														
Adjust Water Pattern		<u>1</u>														
Clogged Nozzle Screens																

Billable Repairs or Upgrades:

Head Broken- 6in spray		<u>2</u>	<u>12</u>		<u>1</u>	<u>12</u>		<u>1</u>	<u>2</u>							
Head Broken- 12in spray																
Head Broken- 6in rotor																
Head Broken- 12in rotor																
Broken Riser																
Upgrade 4in to 6in Pop up																
Upgrade 6in to 12in Pop up																
Nozzle	<u>1</u>			<u>1</u>				<u>1</u>		<u>1</u>						
MPR																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered in Turf																
Head Raised or Lowered in Shrub																
Damaged Valve Box																
Zone Not Operating																
Main Line Break																
Additional Labor/Troubleshooting																
Other- See Comments																

Additional Comments:



Job Name: DURBIN CROSSING

Job Number: _____

Controller Name: NODES along tollerton

Date: 3-2-22

Page: ___ of ___

Start Time /End Time	Seasonal Adjust	Run Days
A) <u>12, 1, 2, 3, 4 AM</u>	<u>100</u> %	<u>Mon, Wed, Fri</u>
B)	%	
C)	%	
D)	%	

Zone Map
YES NO
Zone list in controller
YES NO

Checked Weather Sensor
YES NO
Weather Sensor:
Working Not working

Controller Make & Model				
Controller Status				
POC Info	Potable Water	Reclaim	Well Water	Lake Water
Pump Status & Type	Pressurized	Pump Start	Centrifugal	Submersible

INFORMATION:	4-Station 12AM				4-Station 1AM				4-Station 2AM				4-Station 3:45			
Zone Number	1	2	3	4	1	2	3	4	1	2	3	4	5	3	3	5
Spray, Rotor, Drip, MPR, or Bubbler	S	S	M	M	S	S	S	S	M	R	M	12	10	10	10	10
Run time (A)	10	10	20	20	10	10	10	10	20	25	20	25	11	2	3	4
Run Time (B)																
Run Time (C)																
Run Time (D)																
Zone Faults or Alarms																
Plant Type																

Contract Maintenance: (No Charge)

Straighten Heads																
Adjust Water Pattern	2															
Clogged Nozzle Screens		1												1		

Billable Repairs or Upgrades:

Head Broken- 6in spray																
Head Broken- 12in spray																
Head Broken- 6in rotor																
Head Broken- 12in rotor																
Broken Riser																
Upgrade 4in to 6in Pop up																
Upgrade 6in to 12in Pop up																
Nozzle																
MPR																
Severe Line Clog																
Lateral Line Break																
Relocation																
Head Raised or Lowered in Turf																
Head Raised or Lowered in Shrub																
Damaged Valve Box																
Zone Not Operating																
Main Line Break																
Additional Labor/Troubleshooting																
Other- See Comments																

Additional Comments: Replaced 1 Node 4-Station across the street of house 136
tollerton. 1 Broken spray near side of Road by light pole.



Job Name: PURBIN CROSSING

Job Number: _____

Controller Name: HARBURY/SOUTH PARKWAY NODES

Date: 3-2-22

Page: ___ of ___

Start Time / End Time	Seasonal Adjust	Run Days
A)	<u>100</u> %	<u>Mo, We, Fr</u>
B)	%	
C)	%	
D)	%	

Zone Map
YES <u>NO</u>
Zone list in controller
YES <u>NO</u>

Checked Weather Sensor
YES <u>NO</u>
Weather Sensor: _____
Working Not working

Controller Make & Model			
Controller Status	<u>Working</u>		Not Working
POC Info	Potable Water	Well Water	Lake Water
Pump Status & Type	Pressurized	Centrifugal	Submersible

INFORMATION:

Zone Number	<u>1</u>	<u>2</u>	<u>X</u>	<u>1</u>	<u>2</u>	<u>R</u>	<u>R</u>	<u>R</u>	<u>D</u>										
Spray, Rotor, Drip, MPR, or Bubbler	<u>R</u>	<u>S</u>	<u>X</u>	<u>R</u>	<u>S</u>	<u>R</u>	<u>R</u>	<u>R</u>	<u>D</u>										
Run time (A)	<u>25</u>	<u>15</u>	<u>X</u>	<u>25</u>	<u>15</u>														
Run Time (B)																			
Run Time (C)																			
Run Time (D)																			
Zone Faults or Alarms																			
Plant Type																			

Contract Maintenance: (No Charge)

Straighten Heads																			
Adjust Water Pattern																			
Clogged Nozzle Screens																			

Billable Repairs or Upgrades:

Head Broken- 6in spray																			
Head Broken- 12in spray																			
Head Broken- 6in rotor																			
Head Broken- 12in rotor																			
Broken Riser																			
Upgrade 4in to 6in Pop up																			
Upgrade 6in to 12in Pop up																			
Nozzle																			
MPR																			
Severe Line Clog																			
Lateral Line Break																			
Relocation																			
Head Raised or Lowered in Turf																			
Head Raised or Lowered in Shrub																			
Damaged Valve Box																			
Zone Not Operating																			
Main Line Break																			
Additional Labor/Troubleshooting																			
Other- See Comments																			

Additional Comments:

Additional Comments: Feb-18, Fixed mainline along CR 244 near Entrance of St. Johns parkway.
Feb-22, Fixed mainline along North Durbin pass Round about.
Feb-23/24, Fixed mainline along exit of North Durbin.
Feb-25, Fixed mainline along CR 244 near 4 corner Before south parkway.
Mar-1, Fixed mainline along North Durbin pass Round about!
Mar-1, Fixed mainline along South Durbin, in front of Amenity center.



Spray Report

Customer: Verdego

Property: Durbin

Date: 3/17/22

Area treated +/- 32 acres.

Total Gallons used: 4500

Product:

21-0-0 @ .25lbs N per 1000

30-10-10 @ 12lbs per acre

Specticle @ 3.5oz per acre

Bifen @ 10oz per acre

Imidacloprid @ 26oz per acre

2,4-D @ 10oz per acre

Rometsol @ .5oz per acre

Target for this application was to Improve overall health and color of the turf. Pre/Post emergent herbicide was applied to prevent and eliminate broadleaf weeds. Insecticide was applied to prevent and eliminate possible turf damaging insects.

E.

1.



DURBIN CROSSING

General Manager's Report

Date of report: 3-28-2022

Submitted by: Margaret Alfano

DURBIN CROSSING WEBSITE and APP / No Board action required:

We are excited and looking forward to this not being an agenda item in April. However, as stated previously we don't take these items lightly. We will not leave a stone unturned when it comes to reaching, informing, or communicating with our residents. Thank you!

GYM UPDATE / No Board action required – project completed:

As reported last month, we were doing a deep dive into replacing the treadmills at the South Gym. We had one machine initially go down, and then right behind that one we were down a second one. After a lot of research, we moved forward with the same equipment we just purchased for the North Gym. This equipment is a better commercial grade and we have been very pleased with their performance. The funds for the replacement came from our reserves and we were right on schedule, project complete.

RESEARCH TOPICS / No Board action required at this time: We have a few irons in the fire and are researching options.

- Parts for our access system are becoming obsolete. At this time, we are purchasing replacement parts in advance to have them on hand and get us through the remainder of this calendar year (knock on wood here). There are several components to our current system including cameras, intercoms, PA systems, the access cards and readers as well as the ID cards issued to the residents. We are currently researching new technologies and systems, that are not only cost effective but will take care of us for years to come. We do have money in the Reserve Study to address all these concerns and are trying to align with those costs, but it is too early to tell. We will keep the Board informed as things develop.
- Another project that is climbing up the priority ladder, is replacing the gym doors in front of the row of cardio equipment with energy efficient, glare and heat reducing windows. The challenge here is finding a general contractor with the time and desire to take on a project this small. Stay tuned as our search continues.
- With budget season approaching it seems that another hopes, dreams, and realities report is in order. With rising wage costs, fuel costs, and more we want to make sure we have our best foot forward heading into our next fiscal year.

Should you have any comments or questions feel free to contact us directly.



2.

DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT

POLICIES REGARDING DISTRICT
AMENITY FACILITIES

Commented [EMC1]: KR comments 3/21/22

USER FEE STRUCTURE

- (1) The annual user fee for non-resident fee paying families is Three Thousand, Five Hundred Dollars (\$3,500.00).
- (2) Two Facility Access Cards will be issued to each family **owning** property within the District and non-resident fee paying families, with a maximum of four (4) active Facility Access Cards per family at any time. There is a Twenty-Five Dollar (\$25.00) charge to replace lost or stolen cards.
- (3) From Spring Break to Labor Day a Patron family will be allocated 24 guest passes for use of the amenities, exclusive of the Fitness Center. Once the Patron family has exhausted these 24 complimentary guest passes, additional guest passes are available for purchase at a rate of \$5 per guest pass.
- (4) Guests are permitted in the Fitness Center on a fee-per-use basis and limited to two (2) per visit at the rate of \$10.00 per day, per guest.
- (5) Patron households are limited to a maximum of five (5) guests at any one time.
- (6) All guests must sign in or register with Amenity Center Staff, and must be accompanied by a Patron (as defined below) at all times.
- (7) *Insufficient Funds.* The District will charge Fifty Dollars (\$50.00) for any check returned due to insufficient funds.
- (8) All persons renting or leasing a home from persons owning property in the District pursuant to a current, written lease will be required to obtain Facility Access Cards from the property owner to whom the Facility Access Cards were issued.

GENERAL PROVISIONS

- (1) Definitions.
 - (a) **“North Durbin Amenity Facility”** consists of the amenity building (offices and social hall), pool, water play feature, oyster pit, tot lot, tennis courts, basketball court, sports field, parking lots, open space and other appurtenances or related improvements, all located in Durbin Crossing North.
 - (b) **“South Durbin Amenity Facility”** consists of the amenity building (offices, social hall, and fitness center), pool, slide, children’s pool, tot lot, tennis courts, basketball courts, sports field, parking lot, open space and other appurtenances or related improvements, all located in Durbin Crossing South.
 - (c) **“Amenity Centers”** or **“Amenity Facilities”** consist of both the North Durbin Amenity Facility and South Durbin Amenity Facility.

(d) **“Amenity Center Staff”** shall mean the persons responsible for daily operation of the amenity center, including the Amenity Manager, lifeguards, facility attendants, maintenance personnel or any District employee.

(e) **“Amenity Facility Gated Area”** shall mean all facilities within the gated boundaries of the clubhouse area and includes, but is not limited to, the social halls, fitness rooms and Pool Area.

(f) **“Amenity Manager”** shall mean the individual responsible for oversight of the Amenity Centers and Amenity Center Staff.

(g) **“Board”** shall be defined as the District Board of Supervisors.

(h) **“District Property”** shall mean all property owned by the District including, but not limited to, the Amenity Centers, common areas, parking lots and ponds.

(i) **“Patron”** shall be defined as persons or entities who own real property within the District and those persons or entities who do not own land within the District who have paid the annual user fee.

(j) **“Policies”** shall mean these Policies Regarding the District Amenity Facilities and the *Procedure for Securing New Programming attached hereto as Exhibit A.*

(k) Except where otherwise specified, the terms **“Pool”**, and **“Swimming Pool”** shall mean the swimming pool, the slide and children’s pool at the South Durbin Amenity Facility and the pool, the slide and the water play feature at the North Durbin Amenity Facility. **“Pool Area”** shall mean all of the above, plus any gazebos, adjacent decks, shade structures and other property or improvements within the fenced area surrounding the pool, excluding the Oyster Pit.

(2) Patrons must present their access cards and register upon entering the Amenity Centers.

(3) Except where specified otherwise, children under fourteen (14) years of age must be accompanied by a parent or adult over the age of eighteen (18) in the Amenity Facility Gated Area and throughout the Amenity Facilities.

(4) Except where specified otherwise, the Amenity Centers’ hours of operation are as follows:

(a) From the Day After Labor Day – April 30 (excluding the week of Spring Break for St. Johns County Schools):

Tuesday – Friday: 9 a.m. – 6 p.m.

Saturday and Sunday: 11 a.m. – 6 p.m.

Closed Mondays.

(b) May 1 – Labor Day and the week of Spring Break for St. Johns County Schools:

Tuesday – Thursday: 10 a.m. – 8 p.m.

Friday – Saturday: 10 a.m. – 8:30 p.m.

Sunday: 10 a.m. – 8 p.m.

Closed Mondays.

The Amenity Centers will be closed on the following Holidays: Christmas Day, Thanksgiving Day, New Year's Day, and Easter.

- (5) Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Amenity Centers' premises, except at pre-approved special events, subject to the Facility Rental Policies below.
- (6) Dogs or other pets (with the exception of "Service Animals") are not permitted at the Amenity Centers. Where dogs are permitted, they must be leashed at all times.
- (7) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic, nor should vehicles be parked in common areas overnight.
- (8) Fireworks of any kind are not permitted in the Amenity Centers.
- (9) No Patron, visitor or guest is allowed in the service areas of the Amenity Centers.
- (10) These Policies may modified from time to time when necessary by:
 - (i) The Board at a publicly-noticed Board meeting; or
 - (ii) The Amenity Manager, subject to Board ratification at the next publicly noticed Board meeting.
- (11) The Board, Amenity Center Manager and Amenity Center Staff have full authority to enforce the District's Policies and rules.
- (12) All Patrons must use their card for entrance to the Amenity Centers. All lost or stolen Facility Access Cards should be reported immediately to the Amenity Center Manager.

Deleted: policies

- (13) Smoking is not permitted anywhere in the Amenity Centers, except for designated areas.
- (14) Disregard for any Amenity Center rules or ~~Policies~~ may result in expulsion from the facility and/or loss of Amenity Center privileges.
- (15) Glass and other breakable items are not permitted at the Amenity Centers.
- (16) Patrons and their guests shall treat Amenity Center Staff with courtesy and respect.
- (17) The Amenity Centers do not offer child care services to Patrons or guests.
- (18) Skateboarding is not allowed at the Amenity Centers.
- (19) No vehicular traffic is allowed on any District property that does not have proper roadways established unless they have permission from the District or local government.
- ~~(20) No Patron shall conduct any private class, lesson or activity in exchange for compensation (regardless of where, when or how the compensation is paid), or any organized group class, lesson or activity at the Amenity Facilities, unless such class, lesson or activity is conducted pursuant to a written agreement with the District, in accordance with Exhibit A, or is provided by the contractor hired by the District to provide amenity management services, including its authorized subcontractors.~~

Deleted: policies

Loss or Destruction of Property or Instances of Personal Injury

Each Patron and each guest as a condition of invitation to the premises of the Amenity Centers assume sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the center, whether in lockers or elsewhere.

No person shall remove from the room in which it is placed or from the Amenity Centers' premises any property or furniture belonging to the District or its contractors without written authorization. Patrons shall be liable for any property damage and/or personal injury at the Amenity Centers, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the Patron, their guests or family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.

Any Patron, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Centers' premises, shall do so at his or her own risk, and shall hold the Amenity Centers, the District, the Board, District employees, District representatives, District contractors, and District consultants, harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the

District, or their respective operators, Supervisors, employees, representatives, contractors, or agents.

Should any party bound by these Policies bring suit against the District, the Board, or District staff or consultants in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District, the Board, or District staff or consultants, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of "Service Animal(s)" trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within the Amenity Centers, Fitness Center, Swimming Pool, Tennis Facility, and Basketball Facility. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

GENERAL SWIMMING POOL RULES

- (1) All Patrons and guests must sign in upon entry of the Pool Area. At any given time, an adult Patron may accompany up to five (5) guests at the Pool Area. Patrons and their guests are limited to a maximum of two (2) vehicles at the Amenity Centers.
- (2) Lifeguards and Slide Attendants are on duty only at the South Amenity Facility on a seasonal basis; the North Amenity Facility is unattended. Patrons and guests who use the Swimming Pool do so at their own risk.
- (3) Children fourteen (14) years of age and younger must be accompanied by an adult at least eighteen (18) years of age in the Pool Area when attendants are present. When attendants are not present, an adult - at least eighteen (18) years of age - must accompany children under eighteen (18) years of age in the Pool Area.

- (4) Radios, televisions and the like may be listened to if played at a volume that is not offensive to other Patrons and guests. Determination of an “offensive volume” is in the sole discretion of Amenity Center Staff. Electrical equipment is not allowed around the pool facility.
- (5) Swimming is permitted only during designated hours, as posted at the pool. Hours are seasonal and subject to change. Swimming after dusk is prohibited by the Florida Department of Health.
- (6) Showers are required before entering the Pool Area.
- (7) Glass and other breakable items are not permitted in the Pool Area.
- (8) Children under three (3) years of age, and those who are not reliably toilet trained, must wear appropriate swim-diapers, as well as a swimsuit over the swim-diaper, to reduce the health risks associated with human waste in the Swimming Pool.
- (9) Play equipment such as floats, rafts, snorkels, dive sticks and flotation devices must meet with Amenity Center Staff approval prior to use. The Amenity Center Staff reserves the right to prohibit use of any play equipment especially during times of peak or scheduled activity at the swimming pool or if the equipment provides a safety concern or nuisance as determined by Amenity Center Staff.
The following items are generally *allowed*: noodles, kick boards, water wings, soft foam balls and dive sticks.
The following items are generally *prohibited*: large rafts and inflatable floats, inflatable or any other type not specified herein, boogie boards, hard toys and battery operated toys.
- (10) Swimming Pool availability may be changed without notice in order to facilitate maintenance of the Amenity Centers or scheduled events.
- (11) Pets (with the exception of “Service Animals”), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the Pool Area or inside the pool gates at any time.
- (12) Hanging on the lane lines, interfering with the lap-swimming lane, and unauthorized diving are prohibited.
- (13) The District reserves the right to authorize all programs and activities, including the number of guest participants, equipment and supplies usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties.
- (14) Any person swimming when the Swimming Pool is closed may, in the sole discretion of the Board, be suspended from using the facility. Swimming pool hours will be posted. The Swimming Pools will be closed on Mondays (except for Memorial Day, Labor Day

and, when applicable, July 4th).

- (15) Guests must be registered and accompanied by a Patron before entering the Pool Area.
- (16) Proper swim attire must be worn in the Pool Area. Cut-offs and thong bathing suits are not allowed.
- (17) No chewing gum is permitted in the Pool Area.
- (18) Alcoholic beverages are not permitted in the pool area.
- (19) No diving, jumping, pushing, running or other horseplay is allowed in the Pool Area.
- (20) For the comfort of others, the changing of diapers or clothes is not allowed in the Pool Area.
- (21) No one shall pollute the Swimming Pool. Anyone who does pollute the Swimming Pool is liable for any costs incurred in treating and reopening the Swimming Pool.
- (22) Radio controlled water craft are not allowed in the Swimming Pool.
- (23) Swimming Pool entrances must be kept clear at all times.
- (24) Smoking is not permitted around the pool area.
- (25) No swinging on ladders, fences, or railings is allowed.
- (26) Pool furniture is not to be removed from the Pool Area, thrown into the Pool or otherwise disturbed.
- (27) Loud, profane, or abusive language is prohibited.
- (28) Ride the slide at your own risk.
- (29) Children less than forty (40) inches tall are not permitted to ride the slide.
- (30) Children may ride the slide only if they demonstrate the ability to: (1) pass a swim test displaying an ability to swim the width of the recreation pool unassisted; and (2) observe all rules and display the ability to control their descent on the waterslide.
- (31) Only one person may ride the slide at a time. No shorts with snaps or rivets will be allowed on the slide.
- (32) Keep arms and hands inside flumes at all times.
- (33) No flotation devices are allowed on the water slide.

- (34) For safety reasons, pregnant women and persons with health conditions or back problems should not ride the water slide.
- (35) The slide may only be used during pool hours when it is attended at the top and bottom of the slide.
- (36) The Water Play Feature is limited to children aged thirteen (13) years and under, supervised by an adult.
- (37) The Water Play Feature is not monitored by lifeguards.
- (38) Food and drink are not allowed within six (6) feet of the Swimming Pool.
- (39) The children's pool is unattended. Patrons swim at their own risk.
- (40) The children's pool is limited to children aged thirteen (13) years and under, supervised by an adult.
- (41) Coolers are prohibited in the Pool Area.

SWIMMING POOL: THUNDERSTORM POLICY

The lifeguards or Amenity Manager Staff is in control of the operation of the Pool Area during thunderstorms and heavy rain. The lifeguards or Amenity Manager Staff will control whether swimming is permitted or not during the times the Swimming Pool is attended. During periods of heavy rain, thunderstorms and other inclement weather, the Pool Area will be closed. When lightning is in the area, the District shall follow the "Thirty-Minute Rule": The Pool and Pool Deck will be cleared and closed at any visual sighting of lightning or audible sound of thunder and shall not reopen until 30 (thirty) minutes has elapsed from the last sighting of lightning or sound of thunder.

SWIMMING POOL: FECES POLICY

- (1) If contamination occurs, the Pool may be closed for up to twelve (12) hours and the water will be chemically treated to kill the bacteria.
- (2) Parents should take their children to the restroom before entering the Pool Area.

FITNESS CENTER POLICIES

All Patrons and guests using the Fitness Center are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all ~~Policies~~ and rules of the Durbin Crossing Community Development District governing the Amenity Centers. Disregard or violation of the District's Policies and rules and misuse or destruction of Fitness Center equipment may result in the suspension or termination of Fitness Center privileges.

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Please note that the Fitness Center is an unattended facility and persons using this facility do so at their own risk. Amenity Center Staff is not present to provide personal training or exercise consultation to Patrons or guests. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

- (1) *Hours:* The Fitness Center is available for use by Patrons and guests during the hours of 5:00 a.m. to 10:00 p.m.
- (2) *Emergencies:* For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Center Staff as well as the District Manager at 904-940-5850.
- (3) *Eligible Users:* Patrons and guests sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours. Children who are twelve (12) to fifteen (15) years of age may use the Fitness Center only when accompanied by an adult. No children under twelve (12) years of age are permitted in the Fitness Center. Guests may use the Fitness Center if accompanied by an adult Patron aged eighteen (18) or older.

At any given time, a Patron may accompany up to two (2) guests at the Fitness Center. There will be a \$10 fee per guest that must be paid at the time of entry. Please note, that only cash or checks are accepted. Please make checks payable to; Durbin Crossing CDD.

All guests must sign a liability waiver before using the Gym. Any minor Guest using the gym must have a Parental release and liability waiver completed before using the gym.

Persons under the age of eighteen (18) must have an executed Parental Release of Liability Form on file at Amenity Centers prior to using the Fitness Center.

- (4) *Proper Attire:* Appropriate clothing and footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts (no tank tops), shorts (no jeans), leotards, and/or sweat suits (no swimsuits).
- (5) *Food and Beverage:* Food (including chewing gum) is not permitted within the Fitness Center. Non-alcoholic beverages, however, are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids.
- (6) *General Policies:*
 - Each individual is responsible for wiping off fitness equipment after use.
 - Patrons who provide Personal Training or any Fitness or Sports Instruction services are prohibited from conducting such services at the Amenity Facilities, including but not limited to Swim Lessons, Yoga, Pilates, Weight Lifting and Tennis Lessons.
 - Use of hand chalk in the Fitness Center is prohibited.

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- Radios, tape players and CD players are not permitted unless they are personal units equipped with headphones.
- Weights or other fitness equipment may not be removed from the Fitness Center.
- Please limit use of cardiovascular equipment to thirty (30) minutes.
- Step away from weight equipment between sets if other persons are waiting.
- Return all weights to their original location.
- Any fitness program operated, established and run by the District may have priority over other users of the Fitness Center.
- Wet bathing suits are not allowed in the Fitness Center.
- Strollers and infant carry seats are not allowed in the Fitness Center.
- Pets (with the exception of “Service Animals”) are prohibited from the Fitness Center.

BASKETBALL FACILITY POLICIES

All Patrons and guests using the Basketball Facilities are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all **Policies** and rules of the Durbin Crossing Community Development District governing the Amenity Facilities. Disregard or violation of the **Policies** and rules and misuse or destruction of Basketball Facility equipment may result in the suspension or termination of Basketball Facility privileges. Guests may use the Basketball Facility if accompanied by an adult Patron.

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Please note the Basketball Facility is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Basketball Facility are encouraged to consult with a physician prior to using the facility.

- (1) *Eligible Users.* Patrons and guests twelve (12) years of age and older are permitted to use the Basketball Facility during designated operating hours. Children who are under twelve (12) years of age may use the Basketball Facility only when accompanied by an adult aged eighteen (18) or older.
- (2) *Hours.* The Basketball Facility is available during daylight hours. The facility may not be used after dark.
- (3) *Emergencies:* For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Center Staff as well as the District Manager at 904-288-9130.
- (4) *Proper Attire:* Proper athletic shoes and attire are required at all times while on the courts. Shirts must be worn. No black-soled or open-toe shoes are permitted.
- (5) The basketball courts are available on a first come, first serve basis. Each Patron and the Patron's guests are limited to the use of one (1) basketball court when others are waiting.
- (6) *General Policies:*

- Proper basketball etiquette shall be adhered to at all times. The use of profanity of disruptive behavior is prohibited.
- Persons using the Basketball Facility must supply their own basketballs.
- The Basketball Facility is for the play of basketball only. Pets (with the exception of “Service Animals”), roller blades, bikes, skates, skateboards, and scooters are prohibited from the tennis facility.
- Beverages are permitted at the Basketball Facility if contained in non-breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted on the basketball courts.
- No chairs other than those provided by the District are permitted on the basketball courts.
- The courts must be left clean after use.

TENNIS FACILITY POLICIES

Please note the Tennis Facility is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Tennis Facility are encouraged to consult with a physician prior to using the facility.

- (1) *Eligible Users.* Patrons and guests twelve (12) years of age and older are permitted to use the Tennis Facility during designated operating hours. Children who are under twelve (12) years of age may use the Tennis Facility only when accompanied by an adult aged eighteen (18) or older.
- (2) *Hours.* The Tennis Facility at the North Durbin Amenity Facility shall be available from sunrise until 9 p.m. daily. The Tennis Facility at the South Durbin Amenity Facility shall be available from sunrise until 10:30 p.m. daily.
- (3) *Emergencies:* For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Center Staff as well as the District Manager at 904-288-9130.
- (4) *Proper Attire:* Proper tennis shoes and attire are required at all times while on the courts.
- (5) The tennis courts are available on a first come, first serve basis. Each Patron and the Patron’s guests are limited to the use of one (1) tennis court when others are waiting.
- (6) *General Policies:*
 - Proper tennis etiquette shall be adhered to at all times. The use of profanity of disruptive behavior is prohibited.
 - Persons using the Tennis Facility must supply their own equipment (rackets, balls, etc.).
 - The Tennis Facility is the play of tennis only. Pets (with the exception of “Service Animals”), roller blades, bikes, skates, skateboards, and scooters are prohibited from the tennis facility.

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- Beverages are permitted at the Tennis Facility if contained in non-breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted on the tennis courts.
- No chairs other than those provided by the District are permitted on the tennis courts.
- Lights at the Tennis Facility must be turned off after use.
- Children under the age of fourteen (14) are not allowed to use the Tennis Facility unless accompanied by an adult.

TOT LOT/SPORTS FIELD POLICIES

Please note the Tot Lot and Multi-Purpose Sports Field are unattended facilities and persons using the facilities do so at their own risk.

- (1) *Reservations.* Patrons may reserve the tot lot/sports field or various open athletic fields surrounding the Durbin Crossing Amenity Centers by submitting a request to the Amenity Manager Staff for approval by the Board of Supervisors at a Board Meeting.
- (2) *Hours:* The Tot Lot shall be available for use from dawn to dusk.
- (3) Children under the age of eight (8) must be accompanied by an adult aged eighteen (18) or older.
- (4) Children eleven (11) years and older are not permitted to play on the Tot Lot equipment.
- (5) Alcoholic beverages, glass containers and other breakable items are prohibited.
- (6) The use of profanity or disruptive behavior is prohibited.
- (7) No roughhousing on the Tot Lot.
- (8) Persons using the Tot Lot must clean up all food, beverages and miscellaneous trash brought to the Tot Lot.
- (9) *Use* of the Tot Lot may be limited from time to time due to a District-sponsored event.

FACILITY RENTAL POLICIES

Patrons may reserve for rental certain portions of the Amenity Centers for private events. The daily guest limits referenced on page one (1) shall not apply to guests attending a Patron-sponsored function at a rented Facility. Except as set forth below, only one (1) room or portion of each Amenity Center Social Hall is available for rental on any given day and reservations may not be made more than six (6) months prior to the event. In addition, each Patron may rent a portion of the Amenity Centers no more than four (4) times per calendar year. Patrons interested in doing so should contact the Amenity Manager Staff regarding the anticipated date and time of the event to determine availability. Please note that the Amenity Centers are unavailable for private events on the following holidays:

New Year's Day	Easter Sunday	Memorial Day
4 th of July	Labor Day	Thanksgiving
Christmas Eve	Christmas Day	New Year's Eve

- (1) *Available Facilities:* The following areas of the Amenity Centers are available for private rental for up to four (4) total hours (including set-up and post-event cleanup), at the following room rental fees:

*North Durbin Facility Social Hall: One Hundred Forty Dollars (\$140.00).
[Capacity: 40 persons including residents and children over five (5) years old.]*

*South Durbin Facility Social Hall: One Hundred Forty Dollars (\$140.00).
[Capacity: 40 persons including residents and children over five (5) years old.]*

*Patio and Kitchen Area: Forty Dollars (\$40.00).
[Capacity: 25 persons including residents and children over five (5) years old.]*

The Social Halls and Patio and Kitchen Area at each Amenity Facility may be rented together. Such rental will require only one deposit but will be subject to the rental fee for both areas. Patio and Kitchen Area may be rented separately from the Social Halls, however, the Patio and Kitchen Area and Social Hall cannot be rented simultaneously by two different parties. Patio and Kitchen Area rentals will have access to the patio and Kitchen.

**The Pool Areas of the Amenity Centers are not available for private rental and shall remain open to other Patrons and their guests during normal operating hours.
The Patron renting any portion of the Amenity Centers shall be responsible for any and all damage and expenses arising from the event.**

- (2) *Reservations:* Patrons interested in reserving a room must submit to the Amenity Manager Staff a completed Facility Use Application. At the time of submission, the Patron shall provide the rental fee referenced above and a deposit as set forth below. Rental fees may be paid in cash or by check or credit card. The Amenity Manager Staff will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration.
- (3) *Staffing:* During the Amenity Centers' operating hours in which Amenity Center Staff is present, private events with twenty-five (25) persons or less are not required to pay for additional staff unless otherwise required by the District. For events in excess of twenty-five (25) people during operating hours, or for events after operating hours, additional staff will be required at a rate of Sixty Dollars (\$60.00) per event. Checks or money orders for the additional staff shall be payable to *Amenity Services Group*.

(4) *Deposit:* As stated above, a deposit in the amount of Five Hundred Dollars (\$500.00), is required at the time the reservation is approved. Deposits may be in the form of check payable to the District and may be submitted in two deposits, with the first check in the amount of One Hundred Dollars (\$100.00) and the second check in the amount of Four Hundred Dollars (\$400.00), or, alternatively, with the first check in the amount of One Hundred Fifty Dollars (\$150.00) and the second check in the amount of Three Hundred Fifty Dollars (\$350.00). Should the District obtain a credit card machine, checks will no longer be accepted for deposits. At that time, the deposit may be in the form of cash or in accordance with the following procedure: in lieu of cash, the Patron may provide a credit card, which the District shall imprint and on which account the District shall hold funds in the amount of the deposit. To receive a full refund of the deposit or a release of held funds, the following must be completed:

- Ensure that all garbage is removed and placed in the dumpster.
- Remove all displays, favors or remnants of the event.
- Restore the furniture and other items to their original position.
- Wipe off counters, table tops and sink area.
- Replace garbage liner.
- Clean out and wipe down the refrigerator, and all cabinets and appliances used.
- Clean any windows and doors in the rented area.
- Ensure that no damage has occurred to the Amenity Centers and its property.
- Patron and Patron's guests are required to adhere to all Amenity Center rules and Policies. Failure to comply with such rules and Policies may result in the forfeiture of Patron's deposit.
- Pets (with the exception of "Service Animals") are prohibited from any and all rented facilities.

If additional cleaning of rented facilities is required, the Patron reserving the facility will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The Amenity Manager Staff shall determine the amount of deposit to return, if any.

The last event of the day must be finished, including post-event cleanup, by 10:00 p.m. Failure to do so will result in the forfeiture of any or all of the deposit. Any event that exceeds the rental time, violates the Amenity Center Policies or fails to conduct post-event cleanup, will forfeit all or a part of their deposit. The Amenity Manager Staff shall determine the amount of deposit to return, if any.

(5) *Alcohol Policies.*

Patrons intending to serve alcohol at a rented facility must so indicate on the Facility Use Application. Any Patron who does not so indicate at the time the application is submitted shall not be permitted to serve alcohol.

Event Liability insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. The

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District, the Board, and District staff and consultants are to be named on these Policies as additional insureds.

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Patrons serving alcohol agree to indemnify and hold harmless the District, Amenity Services Group and their Supervisors, officers, directors, consultants and staff from any and all liability, claims, actions, suits, or demands by any person, corporation or other entity, for injuries, death property damage of any nature, arising out of, or in connection with the service of alcohol. Patrons agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla. Stat. Patrons must hire a certified bartender to dispense alcohol.

(6) *General Policies:*

No decorations may be affixed to the walls, doors or any fixtures.
Patrons are responsible for ensuring that their guests adhere to these Policies.
The areas of the Amenity Centers listed above may be rented after normal operating hours until 12:00 a.m.
The volume of live or recorded music must not violate applicable St. Johns County noise ordinances.
No glass, breakable items or alcohol are permitted in or around the pool deck area.
Event Liability coverage may be required, even in the absence of alcohol service, on a case by case basis in the sole discretion of the Board of Supervisors.

(7) *Party Coordinator:*

Social Hall parties will have a Party Coordinator at a rate of Sixty Dollars (\$60.00) per event. The role of the Party Coordinator is to protect assets by being hands on with the host of the party to include time management, monitoring acceptable decorating, crown management and clean up. General duties of the Party Coordinator include:

Checking guests and attendees in and out.
Helping host with room and furniture set up.
Monitoring trash.
Ensuring clean up and breakdown of the party is acceptable.
Time management of party to keep within four (4) hour timeframe allotted. The Party Coordinator will document a start time and an end time, including clean up, that the resident must initial.

SUSPENSION AND TERMINATION OF PRIVILEGES

(1) Privileges at the Amenity Centers can be subject to suspension or termination in the sole discretion of the Board if a Patron:

- Submits false information on the application for a Facility Access Card.
- Permits unauthorized use of a Facility Access Card.
- Exhibits unsatisfactory behavior, deportment or appearance.

- Fails to abide by the rules and ~~Policies~~ established for the use of facilities.
- Treats Amenity Center Staff in an unreasonable or abusive manner.
- Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the Amenity Centers or Amenity Center Staff.
- Is arrested while on the premises of the Amenity Centers.

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- (2) Amenity Center Staff may at any time remove any Patron or guest from the Amenity Facilities when such action is necessary to protect the health, safety and welfare of other Patrons and their guests, or to protect the District's facilities from damage.
- (3) Notwithstanding the foregoing, any time a Patron is arrested for an act committed, or allegedly committed, while on the premises of the Amenity Centers, such Patron shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest and the Board may make a recommendation of termination of the Patron's privileges.

Any Patron whose privileges have been terminated is entitled to appeal such termination to the Board of Supervisors, whose determination on appeal shall be final.

The above ~~Polices~~ were amended and adopted by the Durbin Crossing Community Development District Board of Supervisors this ~~28th~~ day of ~~March, 2022~~.

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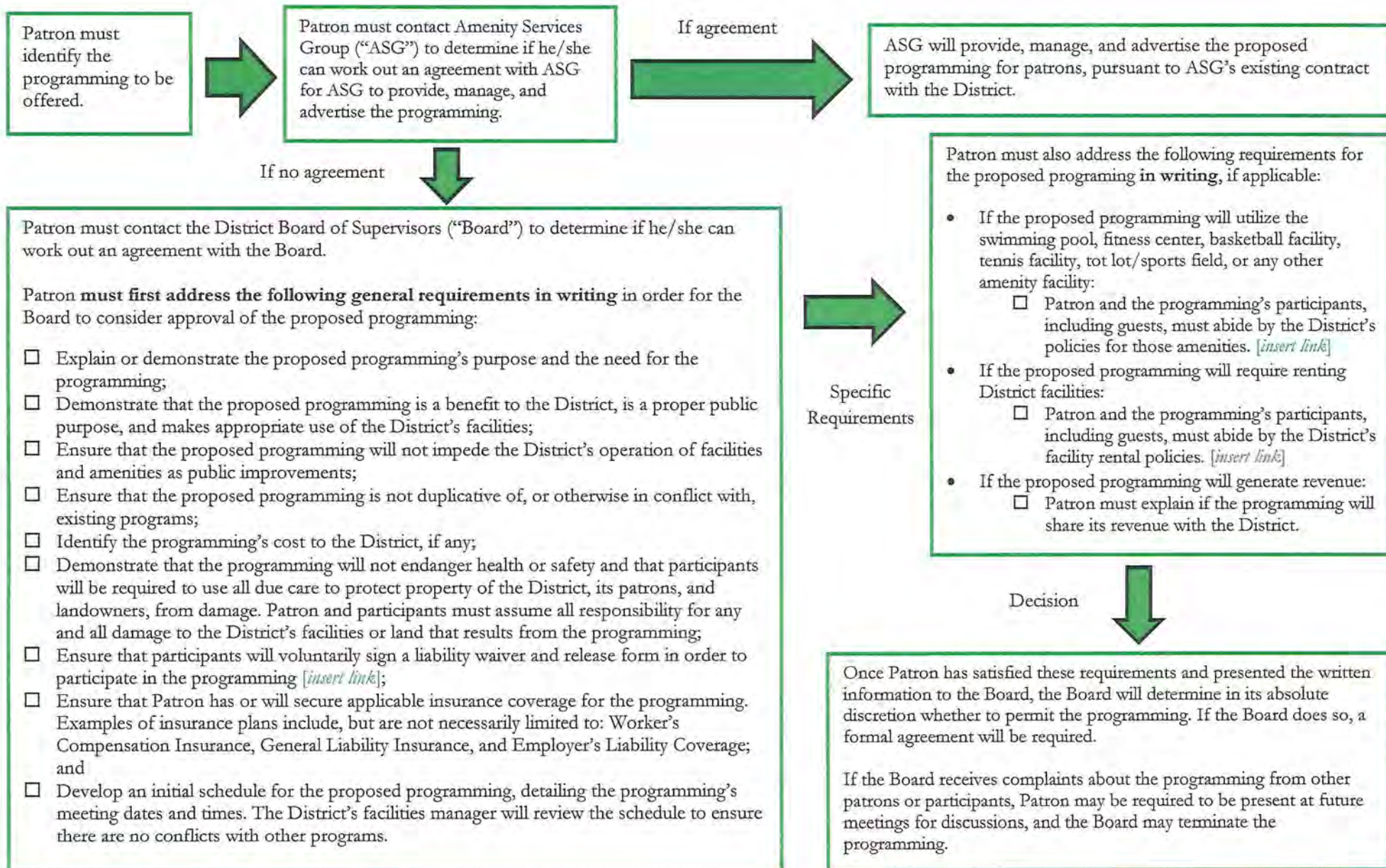
Secretary/Assistant Secretary

Chairperson/Vice Chairperson

DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT

Procedure for Securing New Programming

Patrons of Durbin Crossing Community Development District ("District") who wish to see certain recreational programming offered within the District to other patrons must abide by the following steps. "Patron" refers to those persons or entities who own real property in the District, those persons or entities who do not own real property within the District who have paid the annual user fee, and those residents holding valid access cards.



F.


DURBIN CROSSING
Field Operations Report

Date of report: 3-28-2022

Submitted by: Zach Davidson

VETERANS ROAD WIDENING UPDATE / No Board action required: We have been in contact with Chris from Matthew's design group, once the agreement has been signed by both parties' work can continue. The sidewalk should be done in a week. However, the road widening is still months out for completion. We noticed that some plant material was damaged during their sidewalk pour. We are working with the District Manager and Chris to make sure this is addressed after construction of the sidewalk is completed.

LANDSCAPING REPORT / No Board action required: Working with our new Account Manager, David, on plans to get the Bermuda to green up. We will also be evaluating and addressing any areas of Bermuda that need to be replaced. Also, we are planning on meeting with Agrowro to see if a second aeration of the parkway this year will help us get ahead on the growing season. We have had many mainline and irrigation heads that have needed to be repaired and replaced. All reported irrigation problems are being taken care of with 24 hours.

SOLITUDE LAKE MAINTENANCE / No Board action required: Solitude was out this month and treated all ponds. They are fulfilling their visits and responsive to any issues that arise. Please see attached report for February visits. We are excited to report that the new technician we mentioned at our last meeting, is our original Solitude Technician. Bill did a wonderful job when we switched vendors and we are looking forward to continued success with all 58 of our ponds.

GYM MIRRORS / No Board action required: Still waiting on the final piece of glass to be cut and installed. We will notify the residents of gym closure when work is scheduled.

SLIDE & WATER PLAY FEATURE / No Board action required: South Slide is up and running with no issues or concerns. North play feature has been completed along with painting the steps and platform in house.



NORTH POOL UPDATE / No Board action required: We were a bit disappointed that the North pool pump and motor renovations have taken this long. However, sometimes you don't know the full condition of items until they are removed and examined. At this time, we are hopeful the North pool/facility will be open, fully operational, and safe

prior to our meeting. We are also grateful that we have taken these preventative maintenance steps *now*, instead of waiting for a problem arising during the season.

ADA POOL CHAIRS / No Board action required: We have ordered a new ADA chair for the South pool as ours is not operational at this time. The repair costs outweigh the new purchase, and we have the funds set aside in the Reserve Study for this replacement. We will also be utilizing any and all available parts from the South and North chairs to refurbish the North chair.

SIDEWALK REPAIR UPDATE / No Board action required: County was out week of 3/7, they replaced 5 sections of sidewalk along North Durbin Parkway. We have reached out to County with pictures of the ruts that were left after their work. They stated they will repair them; I am working closely with them to make sure it is done. They also advised us that they are getting the rest of the sections scheduled ASAP to be ground down. We will keep the Board posted on their progress. We will also continue to monitor and report areas as they arise.

STORM INLET SOUTH PARKING LOT / No board action required: Working with new vendors to get quotes on this repair. If we cannot complete this under the previously approved amount, we will bring them back to the Board for approval.

FIELD OPERATIONS UPDATES / No Board action required:

- Replaced non-working monument light at the entrance to Orchid way off of Longleaf Parkway was replaced.
Cost savings to the District: \$150.00
- Replaced 2 two light ballasts in South gym restroom hallway, they are back up and running. **Cost savings: to the District \$300.00**
- Tree Tech was out on the 19th to remove 11 dead trees out of the preserves that were causing concerns.
- The hydraulic hinge at the South main gate was replaced. The gate is now in 100% working condition.
- Sump pumps were checked on 3-8. All sump pumps are working properly.
- Poolsure was called out week of 3-14. They replaced a malfunctioned PH probe for the baby pool.
- All ripped and damaged nets and North and South basketball courts have been replaced.
- Damaged dog station on Willow Winds was replaced on 3-15. Also, another dog station was added on Saddlestone to help alleviate overflowing of the only dog station on Saddlestone.



Should you have any comments or questions feel free to contact us directly.





Service History Report

March 9, 2022
50097

Durbin Crossing CDD

Date Range: 02/01/22..02/28/22

Toll Free: (888) 480-5253
Fax: (888) 358-0088
www.solitudelakemanagement.com

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Service Date	2/1/2022	5459
No.	PI-A00750908	
Order No.	SMOR-560031	
Contract No.	SVR49641	
Technician Name and State License #s	**NLE Vincent McClure	

Service Item #	Description	Lake No.	Lake Name
5459-LAKE-ALL	Durbin Crossing Cdd-Lake-ALL	58	Durbin Crossing Cdd-Lake-ALL

Technician's Comments: Today I added lake dye to ponds 23, 37 and 30. I inspected ponds 22, 1, 2, 32,34, and 35 and no treatment was needed at this time.

General Comments: Inspected Lake

Inspected for algae

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Service Date	2/10/2022	5459
No.	PI-A00759046	
Order No.	SMOR-563458	
Contract No.	SVR49641	
Technician Name and State License #s	**NLE Vincent McClure	

Service Item #	Description	Lake No.	Lake Name
5459-LAKE-ALL	Durbin Crossing Cdd-Lake-ALL	58	Durbin Crossing Cdd-Lake-ALL

Technician's Comments: Today I inspected ponds 55, 56, 2, 4, 5, 9, 10, 12, 15, and 16. No chemical treatment was needed at this time.

General Comments: Inspected Lake

Inspected for algae

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Service Date	2/15/2022	5459
No.	PI-A00760063	
Order No.	SMOR-564146	
Contract No.	SVR49641	
Technician Name and State License #s	Paul J. Dolce (FL-CM26338)	

Service Item #	Description	Lake No.	Lake Name
5459-LAKE-ALL	Durbin Crossing Cdd-Lake-ALL	58	Durbin Crossing Cdd-Lake-ALL

Technician's Comments: Ponds 12, 15, and 53 were treated for algae. Ponds 4, 5, 12, 15, and 53 were treated for shoreline weeds. Ponds 2, 3, 4, 5, 12, 15, 48, 49, 53, and 54 were all monitored and had trash/debris removed.

General Comments: Inspected Lake

Inspected for algae

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Service Date 2/16/2022 5459
No. PI-A00760814
Order No. SMOR-564681
Contract No. SVR49641

Technician Name and State License #s

Paul J. Dolce (FL-CM26338)

Service Item #	Description	Lake No.	Lake Name
5459-LAKE-ALL	Durbin Crossing Cdd-Lake-ALL	58	Durbin Crossing Cdd-Lake-ALL

Technician's Comments: Algae was treated on ponds 27, 42 and 51. Lake dye was added to ponds 27 and 42as an algae preventative. Shoreline grasses were treated on ponds 38, 39, 50and 51. pond 52 was inspected and no treatment was needed at this time.

General Comments: Inspected Lake

Inspected for algae

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Service Date 2/22/2022 5459
No. PI-A00762733
Order No. SMOR-564999
Contract No. SVR49641

Technician Name and State License #s

Dustin Harper

Service Item #	Description	Lake No.	Lake Name
5459-LAKE-ALL	Durbin Crossing Cdd-Lake-ALL	58	Durbin Crossing Cdd-Lake-ALL

Technician's Comments: Ponds 4, 8, and 9 were treated for algae. Pond 7 had shoreline grassesphysically removed.

General Comments: Inspected Lake

Inspected for algae

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Service Date 2/28/2022 5459
No. PI-A00764011
Order No. SMOR-565602
Contract No. SVR49641

Technician Name and State License #s

Joe C Gaines

Service Item #	Description	Lake No.	Lake Name
5459-LAKE-ALL	Durbin Crossing Cdd-Lake-ALL	58	Durbin Crossing Cdd-Lake-ALL

Technician's Comments: Today I treated ponds 21, 46, 47, and 56 for algae. I treated for shorelinegrasses on ponds 21, 55, and 56. PONDS 20 and 21 were treated with lake dye tohelp prevent the growth of algae. Pond 58 was treated for floating weeds. Andtrash debris was removed from ponds 19, 20, 21, 43, 44, 46, 47, 55, 56, 57, and58. No other treatments were necessary at this time. Have a great day and thanksfor choosing SOLitude!

General Comments: Inspected Lake

Inspected for algae

G.



Amenity Manager's Report

Date of report: 3-28-2022

Submitted by: Danelle DeMarco

SPRING BREAK:

Even though there was more rain than shine, good times were had at the South Amenity Center for Spring Break. Young crafters arrived on Tuesday, March 15 to design and paint their very own **colorful ribbon jellyfish**. They were to take home and hang them as a reminder of their rapidly approaching summer vacation and days ahead at the beach. After our little Picassos were finished with their masterpieces, we all gathered on the patio for multiple rounds of **bingo** and fun.

Wednesday, we celebrated **March Madness** with a **Shamrock Shoot-Out**. Durbin is now the proud owner of an electronic basketball hoop arcade game. Residents signed up for bracket play anytime between 11am and 1pm. Two players competed in a one-minute round of free throws and their scores were tallied after each full minute. We had enough time to go multiple rounds and add their scores to get a first, second, and third place winner. All three winners received a personalized Durbin Crossing 2022 Shamrock Shoot-Out trophy. First place was awarded an ESPN electronic hoop game and second and third place were awarded an official NBA basketball. But the most exciting part for everyone is that the game can be available to play at the Amenity Center throughout the year, upon announcement!

Thursday was an **ice-cream float give-away** for Saint Patrick's Day. The first 48 residents received a choice of root beer or orange crush floats in a green Saint Patty's Day mug. Plenty of floats continued to be handed out after those ran out, because after all, it's all about the ice-cream. One highlight of the day was greeting a brand-new resident and first timer to the pool with ice-cream, sun, and smiles - welcome to Durbin Crossing!

Friday always ends our SPRING BREAK WEEK OF FUN with a **pool movie**. This year we had **Goonies** ready for the big screen, but Mother Nature had something else in mind. After a beautiful sunny day and dusk approaching, a storm rolled in, and we had no choice but to postpone the movie. We stored away all the surprises we had for the kids, the popcorn, inflatable pirate swords, eye patches, and pirate skeletons, for another day, stay tuned!

DURBIN'S BREAKFAST WITH THE BUNNY EGGSTRAVAGANZA:

Durbin Crossing received a special request from the Easter Bunny this year....CARBS! He is tired of carrots and wants pancakes! Who are we to argue with the Bunny? So, we have a special experience planned for our families on Saturday, April 9th. We are hosting a spectacular sit-down pancake breakfast with the Easter Bunny and providing an opportunity to spend a few personal minutes with him to say hello and take a beautiful family photo. Adorable **bunny shaped pancakes** with ears and a whipped cream cotton tail are being served to the children - and something a little more sophisticated, like **mini pancake skewers** with a raspberry topper, powdered sugar, and a glaze are being offered to the adults. Unforgettable **carrot cake cupcakes** will be placed on each table as a reminder that it's not complete without carrots, no matter what the Bunny says. Coffee, water, and choice of juice will be served with breakfast. To make the event even sweeter, before entering the Spring Explosion South Social Hall, families will have a chance to visit with LIVE baby chicks and bunnies.

Sign-ups have begun and are getting filled quickly. Sessions are available between 9am-2pm. Families are able to choose their 45-minute session to have their sit-down breakfast served by their very own Amenity Staff / Bell HOPS and photo - op with the Easter Bunny. Family Fun Tickets are currently being sold and are priced according to party size.

ONEBLOOD MOBILE BLOOD DRIVE:

We are happy to share that our blood drive on Thursday March 17th, resulted in 19 procedures and 22 units of blood. Remember, each donation can save up to three lives so that means 60 patients could benefit from the lifesaving efforts of blood donors at Durbin Crossing. We even had one of our lifeguards step up and donate this year – the gift of LIFE!

COMMUNITY YARD SALE:

The community Yard Sale will be held **Saturday, March 26, 7am-1pm**. Residents have been preparing to turn their trash into cash and are making space for more! We wish our sellers and buyers luck this Saturday. We have posted the ads and will be placing the signs outside and inside the community prior to the sale. The Fall Yard Sale is scheduled for October 15th.

POOL SLIDE HOURS:

The Grand Opening of the Pool Slide is always the highlight of spring break. It is the most anticipated event of the season. We were happy to have the slide open from 11am to 6pm, Friday March 11th to Sunday, March 20th. We will continue to open the slide on Saturdays and Sundays, 11am- 6pm, for the remainder of Spring and while schools are still in session.

STAY TUNED:

Stay tuned for a wonderful Power Point Presentation of all our Spring Break events and more at our meeting! GOOD TIMES

Should you have any comments or questions feel free to contact us directly.

