

Minutes of Meeting
Durbin Crossing
Community Development District

The regular meeting of the Board of Supervisors of the Durbin Crossing Community Development District was held Monday, June 27, 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 by telephone
Sarah Gabel Hall	Supervisor
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
Danelle DeMarco	Vesta/Amenity Services Group
Zach Davidson	Vesta/Amenity Services Group
David Landshoot	VerdeGo
Billy Genovese	VerdeGo
Bruno Perez	VerdeGo
Kristina Rudez	Egis by telephone

The following is a summary of the discussions and actions taken at the June 27, 2022 meeting.

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.

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THIRD ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

FOURTH ORDER OF BUSINESS

Approval of Consent Agenda

- A. Approval of Minutes of the May 23, 2022 Meeting**
- B. Balance Sheet and Statement of Revenues and Expenses**
- C. Assessment Receipt Schedule**
- D. Check Register**

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

Mr. Laughlin stated I reached out to the insurance company to have someone on the phone to talk about how the program works as requested. I didn't hear anyone get on so we will come back to this.

FIFTH ORDER OF BUSINESS

Consideration of Proposal from Terracon for Water Quality Monitoring Services

Mr. Laughlin stated this is something they send us every year. It is a little bit higher than the previous ones, and I sent this to George, and he had no issues with it.

Mr. Katsaras stated the last correspondence we had with DEP was that they were requiring this until all the development in the DRI was completed.

Mr. Pollicino stated we just have those couple commercial parcels. Is it until it is developed not sold?

Mr. Eckert stated I don't think it is completely developed in terms of vertical construction. It may be sold to an end user. Hopefully, it will be in the next couple years.

Mr. Harrah asked who makes the call when we are done?

Mr. Eckert stated I think we would inform the agencies and say it is completely done and the way we would know that is happening is because our assessment consultant, GMS, would tell us all the assessments are fully allocated to developed property.

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On MOTION by Mr. Harrah seconded by Mr. Pollicino with all in favor the proposal from Terracon for water quality monitoring services in the amount of \$2,000 was approved.

The next item was taken out of order.

Insurance Representative

Mr. Laughlin stated the board had some conversation at the last meeting about insurance and the fact that we haven't bid that out and I said I would have our representative call in and explain how EGIS and the trust works that you have with FIA.

Ms. Rudez stated FIA is the current carrier that your insurance package is written with, and the way FIA was created was several years back during the recession there was pretty much one carrier available to write community development districts, especially the smaller size public entities. They were specializing in municipalities and larger ones so they decided to come out of the smaller community development district arena and as an agent we are pretty much left behind with no other alternative options in the marketplace that can help us with our community development districts. The president of my current company EGIS created a trust just for community development districts. With that process a policy form has been created to be devoted basically just for community development districts including any kind of enhancements. As time went on, we had added enhancements to the policy. At the same time, we are able to negotiate with our reinsurance company, a very competitive rate because public entities have sovereign immunity protection. If you go to a standard carrier, they don't understand the sovereign immunity protections, if you have a claim they don't use that as leverage and the attorneys that we utilize are all very familiar so our claims are mitigated pretty quickly and we are able to have a negotiated and very low cost of rates for our members of the insurance trust. Coupled with the coverage form and the premium usually works out best for community development districts.

Mr. Pollicino asked is it written though a carrier or through the trust with FIA?

Ms. Rudez stated FIA is a trust and it is backed by reinsurance that are carriers. Lloyds of London is the reinsurance for the property side, and we have several carriers for custom insurance on the liability side. Basically, we are able to put this holistic program together for 700 public entities that we have spread throughout Florida.

Ms. Pollicino asked are terms and conditions the same for all members of the trust?

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Ms. Rudez responded yes. The policy form is a standard community development district form, we have extra extensions, flood coverage, all encompassed basically geared towards a community development district public entity.

Mr. Pollicino asked is it a blanket limit or do we have specific limits?

Ms. Rudez stated no, you have specific limits for your own policy. Each policy has its own limits towards the liability side and property is based on what property you have.

Mr. Pollicino asked where did you get the TIBs for Durbin Crossing?

Ms. Rudez stated from working over the years with the district. I believe there was an audit done.

Mr. Pollicino stated just get back to us on that and I would like to put eyes on the schedule for the TIBs for the district to make sure it is in line with what we have. If there are any opportunities for savings based on whatever values you came up with for the structures and buildings, any opportunities for deductibles or is that standard across the whole pool? If you can get the board a copy of the TIB schedule for Durbin Crossing specifically we can cross reference that with our evaluation to see if the values are in line to make sure that is up to date. If you can provide the dec page of the policy we can look at the terms and conditions, deductibles and see if that aligns with our risk tolerance for the community as well.

Ms. Rudez stated absolutely. We had done a site visit in 2020, I prefer since you are evaluating everything that we come out and do a walk through again. Basically, a site visit is something that is no cost to the district, but we have a risk management team that comes out, does a walk through, and do an audit with someone who is very familiar with the property and they can walk together and do an audit together. Maybe point out some things that maybe the district hasn't thought of before or sometimes it is easier to have two pairs of eyes and may notice something that may be missing from the schedule. We have seen construction costs increase and we have been seeing claims being submitted but the values are not adequate because cost of construction has been increasing so much. I will be more than happy to suggest a site visit to my team.

SIXTH ORDER OF BUSINESS

Discussion of Termination of VerdeGo Contract for Landscape and Irrigation Services

Mr. Laughlin stated next is discussion of termination of VerdeGo contract.

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Mr. Davidson stated when I started in June of last year, VerdeGo was put on a 60-day cure notice, we were able to work through it and fix everything and keep improving as we went. Down the road there were some changes in staffing on VerdeGo's side and we had seen some decreases and things kind of changing.

Mr. Davidson showed pictures taken within the last two days of the deficiencies and recommended that a 30-day termination notice be issued to VerdeGo.

Mr. Genovese stated we know where the property is and in talking to Zach they have a lot of grief and we owe him an apology, nothing you have seen in the pictures is a reflection on him or Vesta they have done their job to a T, and I want to make sure they know that and you know that. We are sorry you got that grief. On the 15th I did a drive through, and I saw the conditions that Zach had taken pictures of. Immediately, I called our president and vice president informed them of the situation and said we need a managerial change because we are being told the property was in good shape and ready to go. At that point we immediately made a change, I became the acting manager over the property working with our director of operations Bruno, we immediately put a plan in place. We took this over in 2019, we haven't had a single summer or single growing season where we haven't battled covid and all the labor issues that go along with it. I'm not trying to use that as an excuse, we have some other vendors here in the room, they may not have my back at this point but if you have a conversation with them, they will let you know the labor issues as well. We have three offices, and we have the resources to help when they are low in staff here and that is what Bruno and I did over this last week. We have been here a week and if you saw from the 16th to what we have been able to handle in just a week's time and turn around this area. Some of those pictures are also not up to date, Woodcross was cut this weekend, we brought in extra crews, we brought in everybody to get it. I'm sure we missed a few things because it is trying to take over a large portion at once and I think Zach will also say that since we started working together, we have gotten stuff done that had been neglected since March. I'm asking for another 60-day notice to get things cured and it would be me taking over as manager. I'm sure some of you over the course of time have been given an opportunity in your career that would help you get to that next level, and this would be my step from you. If I'm given that opportunity and I can turn Durbin Crossing around and keep it going forward and keep my working relationship with Zach, selfishly it helps me in my career, it is also the growing season and no one wants to take it over considering our contract is up September 30th if you would give us until your August date so the

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meeting in August would be that 60-days you can see the progress and it still gives you that 30-days to go to the RFPs if you feel if need to change. The big issue is weeds and we will have one crew member hitting each of the spots and a weekly checkoff to make sure all monument areas are hit on a weekly basis. We are putting one person in charge of a detail and that's all they do and we would start that immediately. It might be too late, but I am asking for that opportunity to take over as the manager and show you what we can do over the next 60-days.

Mr. Pollicino stated the frustration is you were not the cheapest and we were very detailed in the RFP and specific about the Bermuda and we asked you to raise your proposal, put things that you need in there to include Bermuda. Over the course of time, you have been here it seems that you are here and come to meeting if we are upset, how many second chances do you expect us to tolerate? I understand what you are saying but it is difficult for the board. You should have been here after the cure notice went out.

The board discussed neighborhood complaints, penalties for non-performance, cure notice a year ago and common area weeds.

Mr. Eckert stated the natural expiration of the term of the contract is September 30, 2022. The contract does include termination provisions, you have the right as the district board to terminate the contract immediately for cause or you have the right to terminate it without cause with 30-days' notice. Given the size of the community and it is usually better to terminate without cause because it eliminates a lot of arguments later on, if the board wanted to you would have a motion to terminate without cause. We would provide that but then you would be under the gun to find a temporary landscaper until October 1, which is under your bidding limit. You would have to stay under \$195,000 for that two-month contract.

Mr. Davidson stated I have a backup landscaper I have reached out to, and he has given me a proposal, mowing, edging, weed whacking, monument detail work and irrigation. That would be for the two months coverage until a new contract.

Mr. Harrah stated you can stick with VerdeGo for the two months or hire the interim contractor for two month or your new contractor can come on 30-days sooner.

Mr. Brownlee asked does the two-month contract include herbicides?

Mr. Davidson stated with detailing it would, I believe the herbicides would be an extra cost.

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Mr. Genovese stated even if you terminate the contract, I'm still going to implement the same plan I put in over the week or so to finish the contract. We wouldn't leave a property like that. You can take the plan and allow us to keep running it, but either way when it is time to go we are going to make sure the property is in great shape.

Mr. Davidson stated the cure notice we did in July everyone came together and I felt confident and stood behind VerdeGo and everything got better, then some management changed and the next thing I know we are back in the dumps.

<p>On MOTION by Mr. Pollicino seconded by Mr. Harrah with three in favor and Ms. Hall and Mr. Clarke opposed staff was directed to issue a 30-day notice of termination without cause to VerdeGo.</p>

SEVENTH ORDER OF BUSINESS

Consideration of Landscape & Irrigation Proposals

Mr. Laughlin stated we had the bid opening and received nine bid packages that were distributed to the board along with the evaluation criteria.

Mr. Eckert stated the way the RFP was written there were several things that were mandatory. Usually when we start this process, I let you know the things that we identified that were not in the package and whether or not you have the discretion to waive those issues that are not fully compliant with the RFP. I did not notice anything with Brightview, Down to Earth or Duval that was out of compliance. For Greenway Lawn and Landscape, they did not acknowledge receipt of addendum 1, I think that is waivable. Koehn did not sign the affidavit for the corporation or individual partnership, they also didn't sign the sworn statement on public entity crimes and I went back and looked at the statute it said someone has to do it at the time they submit their bid or when they enter into contract so I think that is something if for some reason you selected them, they would have to do that before you enter a contract or you could reject it on that basis.

Mr. Harrah stated they put in a statement saying they didn't include an all-service irrigation package in the proposal.

Mr. Eckert stated then it is non-responsive based on failure to respond on that issue. Trimac didn't provide their insurance certificate but that is something we have encountered in the past and we have been able to get that before we entered into a contract. There was some corporate officers, supervisor personnel information you can take into account when you evaluate their proposed score. VerdeGo did not provide an affidavit for an individual, partnership, or corporation,

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however, that is something you can waive. Also, Yellowstone under all projects proposed or completed in the last two years, they answered only performed enhancements for contracted community and that is something you can take into account in your scoring. Are there any missing items that the board or staff noticed that we should put on the table?

If there is no additional information does anyone want to make a motion to reject the proposal from Koehn for the irrigation qualification as well as the failure to provide the sworn statement that was requested.

On MOTION by Mr. Harrah seconded by Mr. Pollicino with all in favor the proposal received from Koehn was rejected due to the irrigation qualification and failure to sign the sworn statement on public entity crimes.

Mr. Eckert stated the rest of the items I mentioned for Greenway, Trimac, VerdeGo and Yellowstone are within the discretion of the board but in terms of encouraging competitiveness if the board wanted to make a motion to waive those irregularities and proceed with the ranking that would be in order.

On MOTION by Mr. Harrah seconded by Mr. Pollicino with all in favor the referenced inconsistencies in proposals from Greenway, Trimac, VerdeGo and Yellowstone were waived.

Mr. Eckert stated in terms of process it is important that we can't just add up score sheets that everybody prepared at home and do a ranking. You can't have five score sheets and add them together and average. We are going to rank them in the sunshine, and I suggest each supervisor state their scores and everybody have a discussion on that, or if there is a board member who has been more actively engaged in this that has scores they would like to propose to the board and the board discuss it and Daniel can write down the score. Most of these will have agreement on the same score but if you get a cell that you are far apart on then it will have to be a motion and second and we will say that is how we fill in that score.

Mr. Brownlee stated a couple of the contracts said they were not licensed to do business in St. Johns County. Is that an issue?

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Mr. Eckert stated it would be an issue that we would not enter into a contract if they didn't have that license. I will look at that issue.

Mr. Harrah gave his proposed points and ranking.

Ms. Alfano stated Zach and I went to properties of every bidder regardless of their amount, we also created a landscape records check sheet, we had staff call every reference provided by the landscapers and I spoke with property managers and the top two we had was between Trimac and Yellowstone.

The Board proceeded to review the scores proposed by Supervisor Harrah and assign scores to each category for each proposer.

Mr. Eckert stated the low price gets 20 points and the rest is a formula based on the low price. You want to look at the unit prices and quantities and see if they are reasonable.

Mr. Laughlin stated based on the formula on the lump sum price, Duval received 20 points, Yellowstone, 14.44, Trimac 18.51, Brightview 17.17, VerdeGo 17.5, Down to Earth 16.63, United Land Services 13.76 and Greenway 12.62.

Mr. Eckert stated there are 10 points to allocate based on the reasonableness of the unit prices. There are specific pages in the RFP that say unit prices. It may be that there is not much daylight between anybody on the reasonableness of the prices. What you are looking for is an unbalanced proposal.

Mr. Brownlee stated on reasonableness of unit prices, Duval 9, Trimac 9, VerdeGo 9, Brightview 8, Down to Earth 8, Yellowstone 7, United Land Services and Greenway 6. If you add that to the formula calculation the top line is 29 and goes down to 19.

Mr. Harrah stated we have Yellowstone no. 1 with 86.44, Trimac no. 2 at 85.51, Brightview no. 3 at 81.17 and VerdeGo no. 4 at 79.5. Duval no. 5 at 78, Down to Earth no. 6 77.63, United Land Services no. 7 at 69.76 and Greenway no. 8 with 48.62 points.

<p>On MOTION by Mr. Pollicino seconded by Mr. Harrah with all in favor the scoring evaluation as discussed was adopted with Yellowstone ranking first and staff was directed to send a notice to all bidders and negotiate a contract with Yellowstone to start October 1, 2022.</p>
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Mr. Eckert stated we included a form of agreement in the RFP so there is not a lot of negotiation. Right now you have a termination, which is in about 30-days of your existing contract,

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I suggest you delegate to the chair, vice chair or some board member the authority to arrange to get a temporary contract with the vendor recommended by your manager as well as that board member in a not to exceed amount so that we have a little bit of flexibility in case we run into an issue with the plan or there is a better alternative.

Mr. Pollicino stated I won't be here next week.

Mr. Eckert asked what is the monthly estimate without the herbicide?

Mr. Davidson stated just the cutting is \$27,500.

Mr. Eckert stated we think there might be more for herbicide and some things that come up. I suggest you give the authority no to exceed \$45,000 a month for the board member to work with them and hopefully it will be a lot less, but we need to make sure we cover what we need to cover.

On MOTION by Mr. Pollicino seconded by Ms. Hall with all in favor an amount not to exceed \$45,000 per month was approved for a temporary landscape maintenance contract to be signed by the Chair or Vice Chair to cover the time between when VerdeGo leaves and Yellowstone begins.

Ms. Hall asked can we make this new landscape company understand they cannot park their trucks on Longleaf during school hours?

Ms. Alfano stated yes.

Ms. Hall left the meeting at this time.

Mr. Brownlee asked what is the name of the temporary company?

Mr. Eckert stated we are going to go back and talk to them and look at what other alternatives there might be.

Mr. Davidson stated the name of the company is Tallman Lawn Service.

EIGHTH ORDER OF BUSINESS

Discussion of the Fiscal Year 2023 Proposed Budget

Mr. Laughlin stated this is a placeholder. The bids were all close enough and we have the mulch broken out, which is \$7,000 and we move a little money around and we can cover the increase in the contract.

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Mr. Harrah stated the residents have been very vocal about the landscaping and you can communicate that VerdeGo is no longer with the community, we will have a temporary company coming in for a couple months, however, the board has selected a new contractor, Yellowstone, to begin October 1.

Mr. Eckert stated once we know the date of the actual termination you can say effective such and such date this company will be taking over the landscaping.

Are there any members of the public that wanted to offer comments on the temporary authorization between August and September having a landscaper come in to work during that period?

There were no comments or questions.

Mr. Eckert stated another thing I have seen happen before and I don't think it will happen with VerdeGo, but something you should be aware of is sometimes when you terminate contracts people stop showing up. We talked about a 30-day notice without cause. I think it would be prudent for the board to adopt a motion giving Supervisor Harrah the ability to terminate it for cause if VerdeGo abandons the property in the next 30 days.

Mr. Harrah stated I agree with what you said but terminate for cause I would leave that with the chairman.

Mr. Harrah moved to authorize the chairman to terminate VerdeGo for cause should they fail to comply with the exiting contract prior to the 30 days termination period.

There being no comments or questions from the audience, the board took the following action.

On voice vote with four in favor the motion passed.

NINTH ORDER OF BUSINESS

Staff Reports

A. Landscape Maintenance Team - Report

A copy of the landscape report was included in the agenda package.

B. District Counsel

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Mr. Eckert stated over the last six to eight months we talked about a pool that was built by a pool contractor in an easement. I have had George go out and look at that property, he said it is not interfering with the stormwater management system, however, we were concerned about giving up easement rights, which is what you would be doing. Working with the homeowner who is not at fault, it was the pool contractor's fault, they have offered if we will release that section of easement, which is a couple feet into the original 8-foot easement that is now a 10-foot easement now that you have accepted all the easements in the back and in exchange the pool company will pay the district \$5,000 and we would do a release of easement in favor of that homeowner.

On MOTION by Mr. Harrah seconded by Mr. Pollicino with four in favor the partial release of easement at 335 Willow was approved in exchange of \$5,000.

C. District Engineer

1. Acceptance of Stormwater Management Plan

Mr. Katsaras stated the stormwater management plan, and the stormwater needs analysis report were included in the agenda package. The stormwater management plan is something we had to complete to provide to the county for the stormwater needs analysis. It is pretty much things the district is already doing, it just lists the items.

On MOTION by Mr. Harrah seconded by Mr. Pollicino with four in favor the stormwater management plan was accepted.

Mr. Harrah stated we have to keep after the county because there is dump truck after dump truck going up Longleaf and the road looks worse. I don't know what their long-term pavement plan is but we need to keep pressing it. There is a Borland Groover Clinic going in, I don't know if that is on our side of the road. The county commission just approved it.

Mr. Eckert stated I'm aware the RV park sold but I don't know the eventual use of that will be.

Mr. Harrah stated I'm sure it will come across our desk eventually with ingress and egress.

2. Acceptance of the Stormwater Needs Analysis Report

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Mr. Katsaras stated this is a requirement of the state that we had to prepare a stormwater needs analysis for each district. There is a narrative and financial portion.

On MOTION by Mr. Harrah seconded by Mr. Pollicino with four in favor the stormwater needs analysis report was accepted.

D. District Manager

Mr. Laughlin stated I did receive an email last week from the county after multiple emails about the well. The main thing we brought up after George and Mike had done some research that there was the stipulation about the wells in this area, his response was that the county attorney's office has confirmed that athletic fields are able to use well water for irrigation.

Mr. Pollicino stated it would be a significant savings if we can do that for our fields.

Mr. Laughlin stated as far as the project, it is on track to begin drilling mid-July with other project aspects being completed leading up to the agreement. As stipulated in the agreement there will be no changes to the current irrigation system and the CDD will be provided access to the JEA reclaim system for 180 days from notification of termination. I believe that date falls around 10/6/22, I will send you a confirmed date when I return to the office. I spoke with our contractor and they are walking the site and explaining our project in detail to the CDD if that would help.

I will resend an email about that and copy you on that.

E. General Manager - Report

Mr. Harrah asked where are we on the Durbin app and website?

Ms. Alfano stated we are moments away from having the newsletter appear properly and the app appears correctly on the website it does not appear correct on the app from an iPhone.

F. Operations Manager - Report

A copy of the field operation manager's report was included in the agenda package.

G. Amenity Manager – Report

A copy of the amenity manager's report was included in the agenda package.

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TENTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

A resident asked Borland Groover is going on the site where the offices are. I'm grateful that it is not going to be the gas station that was originally planned.

ELEVENTH ORDER OF BUSINESS

Next Scheduled Meeting – July 25, 2022 @ 6:00 p.m. at the Durbin South Amenity Center

Mr. Laughlin stated the next meeting will be held July 25, 2022 at 6:00 p.m. in the same location.

On MOTION by Mr. Pollicino seconded by Mr. Clarke with four in favor the meeting adjourned at 8:07 p.m.

DocuSigned by:
Daniel Laughlin
B48FC211DC1144D...
Secretary/Assistant Secretary

DocuSigned by:
Peter Pollicino
DE5FE6AA9DF041B...
Chairman/Vice Chairman