Durbin Crossing Community Development District

SEPTEMBER 26, 2022



Durbin Crossing Community Development District

475 West Town Place, Suite 114 St. Augustine, Florida 32092 www.durbincrossingcdd.com

September 19, 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, September 26, 2022 at 6:00 p.m.** at the Durbin Crossing South Amenity Center, 145 South Durbin Parkway, St. Johns, Florida 32259.

Following is the 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 August 22, 2022 Meeting
 - B. Balance Sheet and Statement of Revenues & Expenses
 - C. Assessment Receipt Schedule
 - D. Check Register
- V. Discussion of District Insurance Policy
- VI. Consideration of Agreement with Vesta Property Services, Inc. for Amenity Facility Management and Maintenance Management Services for Fiscal Year 2023
- VII. Staff Reports
 - A. Landscape Maintenance Team
 - 1. Monthly Report

- 2. Sample Irrigation Inspection Report
- 3. Fertilization Report
- 4. Landscaping Tips
- B. District Counsel
- C. District Engineer
- D. District Manager
- E. General Manager
 - 1. Report
 - 2. Consideration of New Recreational Programming Application
- F. Operations Manager Report
- G. Amenity Manager Report
- VIII. Supervisors' Request and Audience Comments
 - IX. Next Scheduled Meeting October 24, 2022 at 6:00 p.m. at the Durbin South Amenity Center
 - X. 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



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, August 22, 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
Sarah Gabel Hall Supervisor
Jason Harrah 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

The following is a summary of the discussions and actions taken at the August 22, 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.

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 July 25, 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. Harrah with all in favor the consent agenda items were approved to include amendments to the minutes on page 2.

FIFTH ORDER OF BUSINESS

Public Hearing to Adopt the Fiscal Year 2023 Budget, Considering the Imposition of Special Assessments, Considering the Adoption of an Assessment Roll and Providing for the Levy, Collection and Enforcement of Assessments

A. Consideration of Resolution 2022-07 Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2023

On MOTION by Mr. Harrah seconded by Ms. Hall with all in favor the public hearing was opened.

Mr. Laughlin stated currently we are looking to adopt the budget for fiscal year 2023 for the operations and maintenance, which is the money used for the upkeep of the community. We are looking at a 7.81% increase; a lot of these increases are driven by increased costs, aging of the community and repairs. We are also switching to a new landscape vendor at a higher cost.

We will open the floor for public comment.

Mr. Gedding asked why are we changing landscape companies?

Mr. Laughlin responded issues we had from the previous company. They had been here for three years and for a time they did well, then the service would go down and we sent them letters, talked with them, they would pick it up and service would decline again.

Mr. Moriarty stated thanks to the whole board for everything you do. What got my attention wasn't the dollar amount but the percentage increase from last year. Can you talk briefly about the calculus that went into that increase and what kind of work went into negotiating some of this?

Mr. Pollicino stated there was a small increase last year but before that it was four or five years. We take our responsibilities very seriously, we all live here and we were not happy with any increase but labor is up, minimum wage went up, landscaping and cost of services went up and that gets passed onto us and we have to pass it onto the residents. That 7.81% was us squeezing every possible penny we could from every vendor, negotiating every contract to the best of our ability to a point where we are switching contractors on some things.

Mr. Harrah stated the minimum hourly increase for staff was 3% or 4% of the 7%.

Ms. Estes asked how did you keep JEA the same as last year?

Mr. Pollicino stated there is no negotiation with JEA.

Mr. Laughlin stated we have been trying to zero in on the reuse.

Ms. Estes stated we have done holiday décor in the past but I didn't see anything in the budget.

Mr. Pollicino stated we pulled that out separately, it used to be included in special events, it is in there.

A resident stated the majority of the increase appears to be landscaping.

Mr. Laughlin stated landscaping and increase in hourly wages are two of the bigger ones. No more public comment was offered.

On MOTION by Mr. Pollicino seconded by Mr. Harrah with all in favor the public hearing was closed.

On MOTION by Mr. Brownlee seconded by Mr. Harrah with all in favor Resolution 2022-07 was approved.

B. Consideration of Resolution 2022-08 Imposing Special Assessments and Certifying an Assessment Roll

On MOTION by Mr. Harrah seconded by Ms. Hall with all in favor the public hearing was opened.

Mr. Laughlin stated this will allow us to certify the roll to the county. No public comment was offered. On MOTION by Mr. Harrah seconded by Mr. Pollicino with all in favor the public hearing was closed.

On MOTION by Mr. Harrah seconded by Mr. Pollicino with all in favor Resolution 2022-08 was approved.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Landscape Maintenance Team - Report

Mr. Davidson stated I have been working with Tallman to make sure all the pond areas of concern are being addressed in a timely manner. We are doing weekly rides of all areas showing him concerns in detailing. I am trying to work out a settlement plan of action for detailing as I have noticed we have fallen behind. Last week they started pushing through some of the beds, a couple have been done and we will ride the whole property tomorrow. You will have noticed a lot of cleaning up of pond banks. We met with Yellowstone on D-10 and are working with them on getting irrigation tightened back up and meeting with their team to do a blanket spread of preemerge, fertilization, iron and things like that. They sent us proposals to get the work started, they will be in the end of this week to start going through our irrigation to make sure it is 100% and following that they will start the pre-emerge, fertilization and stuff like that. They also offered us help cleaning up the beds as well and areas of concern. We met with them, I gave them irrigation maps so October 1st they will be ready to go. We will probably have another meeting with them before the September board meeting to discuss what else we need to address.

Mr. Harrah stated then Tallman will be doing mowing, edging and weeding.

Mr. Davidson stated we will meet with Yellowstone to make sure they can take all that over.

B. District Counsel

Mr. Eckert stated I talked to you before about the encroachment into the easement from Aqua Pools related to a resident. We did receive the check for \$5,000, we sent them all the documentation we need to and we recorded their release of that small easement area. I will leave it up to Daniel to talk to the board about where you want to move that money.

Mr. Pollicino stated put it in the general fund.

C. District Engineer

Mr. Harrah asked did we ever get an answer on how much longer we are required to do the water quality monitoring.

Mr. Eckert stated I think the answer was they had to build out the rest of the community and one or two commercial parcels aren't built yet.

Mr. Katsaras stated that is correct.

Mr. Eckert stated you asked me to reach out to the county to see if we could irrigate our sports field with a well and I have to call the new county attorney.

D. District Manager – Consideration of Designating a Regular Meeting Schedule for Fiscal Year 2023

On MOTION by Mr. Harrah seconded by Ms. Hall with all in favor the fiscal year 2023 meeting schedule reflecting meetings on the fourth Monday of the month with the exception of November and December was approved.

E. General Manager - Report

1. Report

Ms. Alfano reviewed the general Manager's report, copy of which was included in the agenda package.

2. Consideration of Sports Team Application for Usage of Field

District counsel and the amenity manager will work on revisions.

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 reviewed the amenity manager's report, copy of which was included in the agenda package.

SEVENTH ORDER OF BUSINESS	Supervisor's	Requests	and	Audience
	Comments			

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

Next Scheduled Meeting – September 26, 2022 @ 6:00 p.m. at the Durbin South Amenity Center

Mr. Laughlin stated the next scheduled meeting will be September 26, 2022 at 6:00 p.m. in the same location.

On MOTION by Mr. Harrah seconded by Mr. Pollicino with all in favor the meeting adjourned at 7:22 p.m.

Secretary/Assistant Secretary	Chairman/Vice Chairman



Durbin Crossing

Community Development District

Unaudited Financial Reporting

August 31, 2022

Durbin Crossing

Community Development District

Combined Balance Sheet

August 31, 2022

	Go	Totals		
	General	Debt	Capital	(Memorandum Only)
	Fund	Service	Reserve Fund	FY 22
Assets:				
Cash	\$316,444		\$173,749	\$490,192
Investments:				
Series 2017A1				
Reserve		\$1,343,722		\$1,343,722
Revenue		\$689,965		\$689,965
Prepayment		\$558		\$558
Cost of Issuance		\$11,019		\$11,019
Series 2017A2 Term Bond 1				
Reserve		\$132,938		\$132,938
Prepayment		\$3,496		\$3,496
Series 2017A2 Term Bond 2				
Reserve		\$40,000		\$40,000
Prepayment		\$504		\$504
<u>Operations</u>				
Custody Account	\$189,883			\$189,883
Due from Other	\$1,091			\$1,091
Investment - US bank Custody			\$84,161	\$84,161
Investment - SBA			\$951,444	\$951,444
SBA - Renewal and Replacement			\$286,652	\$286,652
Prepaid Expenses	\$8,003			\$8,003
Utility Deposits	\$200			\$200
Total Assets	\$515,621	\$2,222,201	\$1,496,006	\$4,233,827
Liabilities:				
Accounts Payable	\$25,870			\$25,870
necounts I dyubic	Ψ20,070			\$25,676
Fund Balances:				
Restricted for Debt Service		\$2,222,201		\$2,222,201
Assigned			\$1,496,006	\$1,496,006
Unassigned	\$481,747			\$481,747
Total Liabilities and Fund Equity	\$515,621	\$2,222,201	\$1,496,006	\$4,233,827

Durbin Crossing Community Development District

General Fund

Statement of Revenues & Expenditures For The Period Ending August 31, 2022

PRORATED									
	ADOPTED	BUDGET	ACTUAL						
	BUDGET	8/31/22	8/31/22	VARIANCE					
REVENUES:									
Assessments - Tax Roll	\$2,058,463	\$2,058,463	\$2,062,603	\$4,140					
Assessments - Direct	\$41,051	\$41,051	\$28,204	(\$12,847)					
Interest Income	\$30	\$30	\$32	\$2					
Misc Income	\$20,000	\$20,000	\$41,665	\$21,665					
TOTAL REVENUES	\$2,119,544	\$2,119,544	\$2,132,503	\$12,959					
EXPENDITURES:									
Administrative									
Supervisor Fees	\$11,000	\$10,083	\$9,000	\$1,083					
FICA Expense	\$842	\$772	\$689	\$83					
Assessment Roll Administration	\$5,000	\$5,000	\$5,000	\$0					
Engineering Fees	\$13,000	\$11,917	\$9,747	\$2,170					
Dissemination Fees	\$7,200	\$6,600	\$6,263	\$338					
Attorney Fees	\$50,000	\$45,833	\$38,363	\$7,471					
Annual Audit	\$4,200	\$4,200	\$3,610	\$590					
Trustee Fees	\$10,800	\$10,800	\$10,775	\$25					
Arbitrage	\$1,200	\$1,200	\$1,200	\$0					
Impact Fee Administration	\$15,000	\$13,750	\$13,750	\$0					
Management Fees	\$48,880	\$44,807	\$44,807	\$0					
Information Technology	\$1,200	\$1,100	\$1,100	\$0					
Website Maintenance	\$800	\$733	\$733	(\$0)					
Telephone	\$600	\$600	\$710	(\$110)					
Postage	\$1,800	\$1,800	\$2,233	(\$433)					
Printing & Binding	\$1,500	\$1,500	\$1,963	(\$463)					
Insurance	\$8,354	\$8,354	\$7,860	\$494					
Legal Advertising	\$2,000	\$2,000	\$2,411	(\$411)					
Other Current Charges	\$1,000	\$917	\$632	\$285					
Office Supplies	\$150	\$138	\$27	\$110					
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0					
Administrative Expenses	\$184,701	\$172,278	\$161,047	\$11,232					
Amenity Center									
Insurance	\$31,077	\$31,077	\$29,235	\$1,842					
Repairs & Replacements	\$60,000	\$60,000	\$71,996	(\$11,996)					
Recreational Passes	\$4,000	\$3,667	\$0	\$3,667					
Office Supplies	\$6,000	\$6,000	\$7,294	(\$1,294)					
Permit Fees	\$3,000	\$3,000	\$3,032	(\$32)					
<u>Utilities</u>									
Water & Sewer	\$42,000	\$38,500	\$32,401	\$6,099					
Electric	\$36,000	\$33,000	\$32,027	\$973					
Website	\$650	\$596	\$295	\$301					
Cable/Phone/Internet	\$19,380	\$17,765	\$17,001	\$764					
Security System	\$1,000	\$917	\$292	\$624					

Durbin Crossing Community Development District

General Fund

Statement of Revenues & Expenditures
For The Period Ending August 31, 2022

		PRORATED		
	ADOPTED	BUDGET	ACTUAL	
	BUDGET	8/31/22	8/31/22	VARIANCE
Amenity Center Management Contracts				
Managerial	\$221,090	\$202,666	\$202,668	(\$2)
Staffing	\$216,294	\$198,270	\$198,231	\$39
Lifeguards	\$74,861	\$68,623	\$64,765	\$3,857
Mobile App	\$2,500	\$2,292	\$2,292	\$0
Refuse Service	\$4,800	\$4,800	\$6,129	(\$1,329)
Pool Chemicals	\$23,003	\$21,086	\$22,506	(\$1,420)
Special Events	\$26,000	\$26,000	\$42,560	(\$16,560)
Pest Control	\$5,208	\$5,208	\$6,359	(\$1,151)
Pressure Washing/Fitness Equip Maint	\$17,000	\$15,583	\$6,809	\$8,775
Amenity Center Expenses	\$793,863	\$739,048	\$745,893	(\$6,844)
Grounds Maintenance				
Electric	\$5,200	\$4,767	\$4,399	\$368
Water / Reuse	\$355,000	\$325,417	\$267,470	\$57,946
Streetlighting	\$71,000	\$65,083	\$66,662	(\$1,578)
Lake Maintenance	\$55,500	\$50,875	\$52,644	(\$1,769)
Landscape Maintenance	\$450,480	\$412,940	\$411,747	\$1,193
Landscape Contingency	\$60,000	\$60,000	\$72,941	(\$12,941)
Miscellaneous	\$46,000	\$42,167	\$35,285	\$6,882
Fuel	\$1,100	\$1,008	\$587	\$421
Irrigation Repairs	\$15,000	\$13,750	\$2,104	\$11,646
Capital Reserve	\$80,000	\$80,000	\$81,800	(\$1,800)
Water Quality Monitoring	\$1,700	\$1,700	\$1,700	\$0
Grounds Maintenance Expenses	\$1,140,980	\$1,057,707	\$997,340	\$60,367
TOTAL EXPENDITURES	\$2,119,544	\$1,969,033	\$1,904,279	\$64,754
EXCESS REVENUES/(EXPENSES)	\$0	\$150,511	\$228,224	\$77,713
Fund Balance - Beginning	\$0		\$261,526	
Fund Balance - Ending	\$0	_ _	\$489,750	

Durbin Crossing COMMUNITY DEVELOPMENT DISTRICT

General Fund

Statement of Revenues & Expenditures

				F	iscal Year 20	22							
	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	\$46,080	\$8,284	\$21,150	\$0	\$9,007	\$589	\$0	\$0	\$2,062,603
Assessments - Direct	\$1,820	\$0	\$14,407	\$6,976	\$0	\$227	\$0	\$4,773	\$0	\$0	\$0	\$0	\$28,204
Interest Income	\$1	\$1	\$1	\$1	\$4	\$6	\$5	\$5	\$3	\$3	\$3	\$0	\$32
Miscelleaneous	\$1,015	\$4,163	\$0	\$0	\$0	\$6,599	\$16,912	\$5,994	\$570	\$3,979	\$2,434	\$0	\$41,665
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	\$46,084	\$15,116	\$38,067	\$10,771	\$9,580	\$4,571	\$2,437	\$0	\$2,132,503
EXPENDITURES:													
ADMINISTRATIVE:													
Supervisor Fees	\$1,000	\$1,000	\$0	\$800	\$0	\$800	\$1,800	\$1,000	\$1,000	\$800	\$800	\$0	\$9,000
FICA Expense	\$77	\$77	\$0	\$61	\$0	\$61	\$138	\$77	\$77	\$61	\$61	\$0	\$689
Assessment Administration	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Engineering Fees	\$776	\$679	\$194	\$582	\$1,416	\$0	\$1,864	\$291	\$0	\$3,945	\$0	\$0	\$9,747
Dissemination Fees	\$1,013	\$500	\$500	\$500	\$500	\$500	\$750	\$500	\$500	\$500	\$500	\$0	\$6,263
Attorney Fees	\$3,518	\$2,048	\$959	\$5,226	\$4,474	\$6,359	\$3,956	\$6,078	\$5,745	\$0	\$0	\$0	\$38,363
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,610	\$0	\$0	\$3,610
Trustee Fees	\$5,000	\$0	\$0	\$0	\$0	\$0	\$5,775	\$0	\$0	\$0	\$0	\$0	\$10,775
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200	\$0	\$0	\$0	\$0	\$1,200
Impact Fee Administration	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$1,250	\$0	\$13,750
Management Fees	\$4,073	\$4,073	\$4,073	\$4,073	\$4,073	\$4,073	\$4,073	\$4,073	\$4,073	\$4,073	\$4,073	\$0	\$44,807
Computer Time	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$0	\$1,100
Website Maintenance	\$67	\$67	\$67	\$67	\$67	\$67	\$67	\$67	\$67	\$67	\$67	\$0	\$733
Telephone	\$9	\$108	\$119	\$32	\$0	\$95	\$54	\$54	\$58	\$89	\$92	\$0	\$710
Postage	\$84	\$18	\$522	\$50	\$40	\$39	\$15	\$27	\$36	\$1,360	\$41	\$0	\$2,233
Printing & Binding	\$48	\$47	\$53	\$43	\$24	\$40	\$28	\$55	\$112	\$1,450	\$63	\$0	\$1,963
Insurance	\$7,860	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,860
Legal Advertising	\$85	\$85	\$0	\$4	\$85	\$90	\$91	\$256	\$84	\$1,630	\$0	\$0	\$2,411
Other Current Charges	\$57	\$0	\$89	\$104	\$65	\$84	\$64	\$66	\$95	\$9	\$0	\$0	\$632
Office Supplies	\$3	\$3	\$3	\$1	\$1	\$1	\$1	\$1	\$0	\$13	\$1	\$0	\$27
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Administrative Expenses	\$30,193	\$10,055	\$7,929	\$12,894	\$12,096	\$13,559	\$20,025	\$15,094	\$13,196	\$18,957	\$7,048	\$0	\$161,047
Insurance	\$29,235	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,235
Repairs & Replacements	\$4,163	\$5,755	\$1,315	\$1,886	\$16,997	\$4,437	\$1,512	\$8,177	\$7,552	\$8,993	\$11,210	\$0	\$71,996
Recreational Passes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$538	\$1,107	\$0	\$231	\$1,068	\$750	\$34	\$247	\$1,719	\$630	\$970	\$0	\$7,294
Permit Fees	\$370	\$0	\$1,737	\$0	\$0	\$0	\$0	\$0	\$925	\$0	\$0	\$0	\$3,032
<u>Utilities</u>													
Water & Sewer	\$2,879	\$2,493	\$2,051	\$1,728	\$1,618	\$1,602	\$2,064	\$3,536	\$5,700	\$4,508	\$4,221	\$0	\$32,401
Electric	\$3,228	\$2,691	\$2,689	\$2,869	\$3,334	\$2,758	\$2,299	\$2,428	\$2,589	\$3,355	\$3,787	\$0	\$32,027
Website	\$0	\$0	\$0	\$0	\$0	\$295	\$0	\$0	\$0	\$0	\$0	\$0	\$295
Cable/Phone/Internet	\$1,490	\$1,490	\$1,490	\$1,508	\$1,607	\$1,598	\$1,565	\$1,564	\$1,562	\$1,564	\$1,565	\$0	\$17,001
Security System	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$280	\$0	\$13	\$0	\$0	\$292
Management Contracts													
Managerial	\$18,424	\$18,424	\$18,424	\$18,424	\$18,424	\$18,424	\$18,424	\$18,424	\$18,424	\$18,424	\$18,424	\$0	\$202,668
Staffing	\$18,021	\$18,021	\$18,021	\$18,021	\$18,021	\$18,021	\$18,021	\$18,021	\$18,021	\$18,021	\$18,021	\$0	\$198,231

Durbin Crossing COMMUNITY DEVELOPMENT DISTRICT

General Fund

Statement of Revenues & Expenditures

Fiscal Year 2022

	Tistai Taai 2022												
L	0ct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
Lifeguards	\$0	\$0	\$0	\$0	\$0	\$5,532	\$11,927	\$0	\$16,600	\$19,669	\$11,037	\$0	\$64,765
Mobile App	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$0	\$2,292
Refuse Service	\$382	\$451	\$460	\$457	\$453	\$453	\$562	\$571	\$1,185	\$579	\$577	\$0	\$6,129
Pool Chemicals	\$1,850	\$1,850	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,198	\$2,198	\$2,198	\$0	\$22,506
Special Events	\$4,945	\$12,330	\$10,942	\$2,114	\$1,914	\$1,566	\$3,235	\$1,915	\$1,613	\$840	\$1,144	\$0	\$42,560
Pest Control	\$1,750	\$458	\$390	\$488	\$477	\$1,077	\$318	\$402	\$402	\$402	\$193	\$0	\$6,359
Pressure Washing/Fitness Equip Maint	\$0	\$2,870	\$0	\$1,181	\$650	\$250	\$425	\$120	\$81	\$1,204	\$28	\$0	\$6,809
Amenity Center Expenses	\$87,485	\$68,149	\$59,762	\$51,151	\$66,807	\$59,007	\$62,629	\$57,928	\$78,781	\$80,609	\$73,583	\$0	\$745,893
Grounds Maintenance													
Electric	\$366	\$363	\$376	\$435	\$494	\$413	\$393	\$388	\$372	\$400	\$400	\$0	\$4,399
Water / Reuse	\$31,602	\$30,025	\$28,401	\$26,705	\$26,042	\$15,003	\$16,907	\$21,109	\$23,633	\$26,496	\$21,547	\$0	\$267,470
Streetlighting	\$5,857	\$5,748	\$5,774	\$5,987	\$6,291	\$6,174	\$6,026	\$6,068	\$5,982	\$6,297	\$6,457	\$0	\$66,662
Lake Maintenance	\$4,562	\$4,562	\$4,562	\$4,562	\$4,562	\$4,972	\$4,972	\$4,972	\$4,972	\$4,972	\$4,972	\$0	\$52,644
Landscape Maintenance	\$37,540	\$37,540	\$37,540	\$37,540	\$37,540	\$37,540	\$37,540	\$37,540	\$37,540	\$35,037	\$38,850	\$0	\$411,747
Landscape Contingency	\$5,945	\$19,221	\$5,664	\$2,005	\$2,000	\$5,018	\$171	\$11,125	\$13,060	\$6,872	\$1,860	\$0	\$72,941
Miscellaneous	\$4,319	\$2,456	\$7,390	\$762	\$536	\$5,425	\$1,588	\$1,328	\$4,821	\$1,694	\$4,966	\$0	\$35,285
Fuel	\$110	\$88	\$0	\$41	\$76	\$148	\$17	\$37	\$0	\$52	\$17	\$0	\$587
Irrigation Repairs	\$0	\$773	\$0	\$0	\$1,331	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,104
Capital Reserve	\$0	\$1,800	\$0	\$1,800	\$0	\$0	\$0	\$0	\$0	\$78,200	\$0	\$0	\$81,800
Water Quality Monitoring	\$0	\$1,700	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,700
Grounds Maintenance Expenses	\$90,302	\$104,276	\$89,707	\$79,838	\$78,872	\$74,693	\$67,615	\$82,567	\$90,381	\$160,021	\$79,069	\$0	\$997,340
TOTAL EXPENDITURES	\$207,980	\$182,481	\$157,398	\$143,883	\$157,775	\$147,259	\$150,269	\$155,589	\$182,357	\$259,587	\$159,700	\$0	\$1,904,279
EXCESS REVENUES/(EXPENSES)	(\$205,145)	\$47,064	\$328,014	\$1,144,202	(\$111,691)	(\$132,143)	(\$112,202)	(\$144,818)	(\$172,777)	(\$255,016)	(\$157,264)	\$0	\$228,224

Durbin Crossing

Community Development District

Debt Service Fund 2017 A1 & A2

Statement of Revenues & Expenditures For The Period Ending August 31, 2022

	ADOPTED	PRORATED BUDGET	ACTUAL	
	BUDGET	8/31/22	8/31/22	VARIANCE
Revenues:				
Assessments - Tax Roll	\$3,022,334	\$3,022,334	\$3,011,092	(\$11,242)
Assessments - Direct	\$49,828	\$49,828	\$26,249	(\$23,579)
Interest Income	\$150	\$138	\$136	(\$1)
Total Revenues	\$3,072,312	\$3,072,300	\$3,037,477	(\$34,822)
Expenditures				
<u>Series 2017 A-1</u>				
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	\$577,491	\$573,747	\$3,744
Principal 5/1	\$1,530,000	\$1,530,000	\$1,515,000	\$15,000
<u>Series 2017 A-2</u>				
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	\$103,406	\$102,850	\$556
Principal 5/1	\$150,000	\$150,000	\$150,000	\$0
Principal 5/1 (Prepayment)	\$0	\$0	\$95,000	(\$95,000)
Total Expenditures	\$3,041,794	\$3,041,794	\$3,332,394	(\$290,600)
Excess Revenues (Expenditures)	\$30,518		(\$294,917)	
Fund Balance - Beginning	\$770,876		\$2,517,117	
Fund Balance - Ending	\$801,394		\$2,222,201	

Durbin Crossing Community Develoment District Capital Reserve Funds Statement of Revenues & Expenditures For The Period Ending August 31, 2022

BUDGET			
BUDGET	8/31/2022	8/31/2022	VARIANCE
\$80,000	\$80,000	\$78,200	(\$1,800)
\$2,000	\$2,000	\$8,006	\$6,006
\$0	\$0	\$46,128	\$46,128
\$82,000	\$82,000	\$132,334	\$50,334
\$200,000	\$183,333	\$54,018	\$129,316
\$50,000	\$45,833	\$46,321	(\$487)
\$250,000	\$229,167	\$100,338	\$128,829
(\$168,000)	(\$147,167)	\$31,995	\$179,162
\$1,600,275		\$1,464,010	
\$1,432,275		\$1,496,006	
	\$80,000 \$2,000 \$0 \$82,000 \$200,000 \$50,000 \$250,000 (\$168,000) \$1,600,275	\$80,000 \$80,000 \$2,000 \$2,000 \$0 \$0 \$82,000 \$82,000 \$82,000 \$183,333 \$50,000 \$45,833 \$250,000 \$229,167 (\$168,000) (\$147,167)	\$80,000 \$80,000 \$78,200 \$2,000 \$8,006 \$0 \$0 \$46,128 \$82,000 \$132,334 \$200,000 \$183,333 \$54,018 \$50,000 \$145,833 \$46,321 \$250,000 \$229,167 \$100,338 \$1,600,275 \$1,464,010

Durbin Crossing

Community Development District

Long Term Debt Report

Series 2017A-1 Special Assessment Refunding Boo	nds
Interest Rate:	Various
Maturity Date:	5/1/2037
Reserve Fund Definition:	50% MADS
Reserve Fund Requirement:	\$1,341,300
Reserve Fund:	\$1,343,722
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)
Less: May 1,2022	(\$1,515,000)
Current Bonds Outstanding	\$30,010,000

Series 2017A-2 Special Assessment Refunding B	onds
Interest Rate:	5.00% -6.25%
Maturity Date:	5/1/2037
Reserve Fund Definition:	50% MADS
Reserve Fund Requirement:	\$172,288
Reserve Fund:	\$172,938
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)
Less: May 1, 2022	(\$150,000)
Less: May 1,2022 (Prepayment)	(\$95,000)
Current Bonds Outstanding	\$3,440,000

C.

DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT FY 2022 Summary of Series 2017A1-2 & O&M Assessments Receipts

	ASSESSED											
ASSESSED TO	# UNITS ASSESSED	SE	RIES 2017A1-2 DEBT NET		O&M NET	Т	OTAL 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					
LONGLEAF CENTER LLC R MIXED USE (1)	4,460	\$	2,959.81	\$	1,819.72	\$	4,779.53					
DURBIN CROSSING STATION T (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	5,063,511.47					
TOTAL DISTRICT	\$146,477.00	\$	3,054,876.06	\$	2,089,097.58	\$ 5	,143,973.64					

	RECEIVED								
	RIES 2017A1- DEBT PAID		O&M PAID	AS	TOTAL SMNTS PAID	BA	ALANCE DUE	DATE O&M PAID THROUGH	
\$	22,179.14	\$	18,181.29	\$	40,360.43	\$	7,393.05	12/1/21	
\$	-	\$	7,292.76	\$	7,292.76	\$	18,246.64	12/1/21	
\$	2,959.81	\$	1,819.72	\$	4,779.53	\$	-	9/30/21	
\$	1,109.93	\$	909.86	\$	2,019.79	\$	369.97	12/1/21	
\$	26,248.88	\$	28,203.63	\$	54,452.51	\$	26,009.66		
\$3	3,011,091.88	\$2	,062,602.81	\$5	,073,694.69	\$	(10,183.22)	•	
\$3	3,037,340.76	\$2	,090,806.44	\$5	,128,147.20	\$	15,826.44	•	

DIRECT BILL % COLLECTED	53%	92%	68%
TAX ROLL % COLLECTED	100%	100%	100%
TOTAL % COLLECTED	99%	100%	100%

⁽¹⁾ Bulk land owners are on payment plan. 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 166,201 square feet of Commercial/Retail/Office

DETAIL OI	TAX ROLL REC	EIP	TS		
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
9	4/7/2022	\$	52,025.89	\$ 30,875.87	\$ 21,150.02
10	6/21/2022	\$	13,260.61	\$ 7,869.79	\$ 5,390.82
TAX CERTS	6/16/2022	\$	8,894.61	\$ 5,278.70	\$ 3,615.91
DELINQUENT DISTRIBUTION	7/15/2022	\$	1,449.94	\$ 860.50	\$ 589.44
				\$ -	\$ -
				\$ -	\$ -
				\$ -	
TOTAL TAX ROLL RECEIPTS		\$	5,073,694.69	\$ 3,011,091.88	\$ 2,062,602.81



Durbin Crossing

Community Development District

<u>Check Run Summary</u> 8/1/2022 thru 8/31/2022

Fund	Date	Check No.	Amount			
General Fund						
Payroll	8/23/22	50748-50751	\$738.80			
			Sub-Total	\$	738.80	
Accounts Payable						
	8/1/22	6304-6307	\$27,344.88			
	8/8/22	6308-6314	\$159,421.54			
	8/24/22	6315	\$1,935.75			
	8/25/22	6316	\$12,550.00			
	8/29/22	6317-6329	\$57,034.84			
			Sub-Total	\$2	58,287.01	
Capital Reserve Fund						
	8/12/22	211	\$9,696.00			
			Sub-Total		\$9,696.00	
Vesta Wells Fargo Credit Card	! *					
	8/28/22	July Purchases	\$4,919.25			
			Sub-Total	\$	4,919.25	
Total				\$2	73,641.06	

^{*}Wells Fargo Credit Card Invoices available upon request

PR300R	PAYROLL CHEC	CK REGISTER	RUN	8/23/22	PAGE	1
CHECK #	EMP # EMPLOY	ZEE NAME	CHECK AMOUNT	CHEC DAT		
50748	14 ROBERT	T BROWNLEE	184.70	8/23/202	2	
50749	11 SARAH	G HALL	184.70	8/23/202	2	
50750	13 JASON	S HARRAH	184.70	8/23/202	2	
50751	8 PETER	E POLLICINO	184.70	8/23/202	2	
	TOTAL FOR REC	GISTER	738.80			

DURB DURBIN CROSS DLAUGHLIN

AP300R *** CHECK NOS. 006304-006329

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/14/22 PAGE 1 DURBIN CROSSING - GENERAL FUND BANK A GENERAL FUND

	Brit	it ii olivlidili i one			
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT# SU	JB SUBCLASS		AMOUNT	CHECK AMOUNT #
8/01/22 00070	7/29/22 144304 202207 310-51300-42 FY23 ICRSD ASMT MAILEDNTC	2500	*	1,388.27	
	7/29/22 144304 202207 310-51300-42	2000	*	1,341.78	
	POSTAGE	ADVANCED DIRECT MARKETING			2,730.05 006304
8/01/22 00370	7/14/22 3079912 202206 310-51300-31	500	*	5,744.50	
	JUN GENERAL LEGAL SERVICE	KUTAK ROCK LLP			5,744.50 006305
8/01/22 00379	7/24/22 111 202207 320-53800-46		*	13,750.00	
	JUL LAWN MAINTENANCE	TALLMAN LAWN MAINTENANCE			13,750.00 006306
8/01/22 00348	7/21/22 8801 202207 320-53800-46	5210	*		
	N. AMENITY TENNIS CT PLNT 7/21/22 8802 202207 320-53800-46		*	3,731.11	
	MAINLINE BREAK ON 244			·	5.120.33 006307
8/08/22 00229	7/14/22 07142022 202207 300-58100-10	VERDEGO 		78,200.00	
0,00,22 00229	FYZZ CAPLTAL RESERVE FUND			,	
		DURBIN CROSSING CDD-CAPITAL RESERVE	, 		
8/08/22 00021	8/01/22 498 202208 310-51300-34 AUG MANAGEMENT FEES	1000	*	4,073.33	
	8/01/22 498 202208 310-51300-55 AUG WEBSITE ADMIN	5000	*	66.67	
	8/01/22 498 202208 310-51300-35		*	100.00	
	AUG INFORMATION TECH 8/01/22 498 202208 310-51300-32		*	1,250.00	
	AUG IMPACT FEE COLL ADMIN 8/01/22 498 202208 310-51300-31	.300	*	500.00	
	AUG DISSEM AGENT SERVICES 8/01/22 498 202208 310-51300-51	.000	*	.54	
	OFFICE SUPPLIES 8/01/22 498 202208 310-51300-42	2000	*	41.37	
	POSTAGE 8/01/22 498 202208 310-51300-42	2500	*	62.85	
	COPIES 8/01/22 498 202208 310-51300-41	.000	*	91.95	
	TELEPHONE	GOVERNMENTAL MANAGEMENT SERVICES			6,186.71 006309
8/08/22 00109	8/01/22 13129560 202208 320-53800-45 AUG POOL CHEMICALS NORTH	5510	*	757.34	

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/14/22 PAGE 2 DURBIN CROSSING - GENERAL FUND BANK A GENERAL FUND

CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	E STATUS	AMOUNT	CHECK AMOUNT #
	8/01/22 13129560 202208 320-53800-45510	*	1,440.73	
	AUG POOL CHEMICALS SOUTH POOLSURE			2,198.07 006310
8/08/22 00283	8/01/22 PI-A0086 202208 320-53800-46800	*	4,972.44	
	AUG LAKE&POND MANAGEMENT SOLITUDE LAKE MANAGEMEN	NT LLC 		4,972.44 006311
8/08/22 00026	4/25/22 6504170 202204 310-51300-32300	*	5,000.00	
	FY22 SE2017 TRUSTEE 4/25/22 6504170 202204 300-15500-10000	*	5,000.00	
	FY23 SE2017 TRUSTEE 4/25/22 6504170 202204 310-51300-32300	*	775.00	
	INCIDENTAL FEE			10,775.00 006312
8/08/22 00348	US BANK		766.56	
0,00,22 00310	LIGUSTRUM INSTALL-NRTH PL			
0/00/22 00252	7/31/22 401495 202207 320-53800-45501		 19.669.10	
8/08/22 00252	JUL LIFEGUARD HOURS	, ,		
	8/01/22 400981 202208 320-53800-45502 AUG GENERAL MGR	*	8,218.00	
	8/01/22 400981 202208 320-53800-45517 AUG FAC MGR/SPEC EVT CRD	*	4,872.33	
	8/01/22 400981 202208 320-53800-45518	*	5,334.00	
	AUG MAINTENANCE MGR 8/01/22 400981 202208 320-53800-45507	*	1,760.97	
	AUG JANITORIAL SRVS 8/01/22 400981 202208 320-53800-45505	*	2,530.13	
	AUG COMM POOL MAINT 8/01/22 400981 202208 320-53800-45515	*	6,447.34	
	AUG FAC MONITOR 8/01/22 400981 202208 320-53800-45503	*	7,282.56	
	AUG FAC ATTNDT 8/01/22 400981 202208 320-53800-45210	*	208.33	
	ALIC MODILE ADD	S INC		56,322.76 006314
		S, INC.		
8/24/22 00375	6/17/22 02457A 202207 320-53800-44200 PRESSURE WASHING 3868SQFT		1,935.75	
	GET R CLEAN PRESSURE WA	ASHING LLC		1,935.75 006315
8/25/22 00379	8/10/22 112 202208 320-53800-46200 AUG LAWN MAINTENANCE	*	12,550.00	
		CE		12,550.00 006316

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/14/22 PAGE 3 DURBIN CROSSING - GENERAL FUND BANK A GENERAL FUND

CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT# 8	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK
8/29/22 00378	7/31/22 04771439 202207 310-51300- NOTICE OF MTG BUDGET 7/25	48000	*	1,545.42	
	7/31/22 4771439 202207 310-51300-4	48000	*	84.32	
	BOS MTG 7/14/22	CA FLORIDA HOLDINGS, LLC			1,629.74 006317
8/29/22 00125	6/14/22 OF616206 202206 320-53800-4	44200	*	1,294.02	
	SAFETY INSPECTION	CINTAS FIRE 636525			1,294.02 006318
8/29/22 00374	7/19/22 364 202207 320-53800-4		*	100.00	
	RPLC NETGEAR WAX AX3600AP	CRN JAX LLC			100.00 006319
8/29/22 00305	7/26/22 29961 202207 320-53800-4	44200	*	725.00	
	RPR PAVED WALKWAY 8/15/22 30097 202208 320-53800-4	44200	*	1,500.00	
	RPLC GRIDS FOR NORTH POOL 8/19/22 30131 202208 320-53800-4		*	300.00	
	RPLC TEFLON HOLDER	EPIC POOLS&HARDSCAPE CONSTRUCTION			2,525.00 006320
8/29/22 00344	8/02/22 1795 202208 320-53800-4	4200	*	885.00	
	RPLC DAMAGED AMPLIFIER	HALCYON AV, LLC			885.00 006321
8/29/22 00298	8/10/22 42223-1 202208 320-53800-4		*	1,054.46	
	BACKPACKS & SUNGLASSES	HORIZON PROMOTIONAL PRODUCTS			1,054.46 006322
8/29/22 00381	8/04/22 79018214 202208 320-53800-4	4200	*	1,400.00	
	CLEAN BRANCHLINE DRAIN 8/22/22 80187041 202208 320-53800-	44200	*	3,850.00	
	MAIN SEWER&WASTE H20 CLN	SNYDER A/C.PLUMBING & ELECTRIC		,	5,250.00 006323
8/29/22 00329	7/20/22 41947 202207 320-53800-4	SNYDER A/C,PLUMBING & ELECTRIC 	*	12.50	
	RENEWAL ALARM PERMIT				12.50 006324
8/29/22 00243	8/05/22 9652 202208 320-53800-4	ST.JOHNS COUNTY, ALARM PROGRAM		1,860.00	
0, 1, 1	FERTILIZE PALMS	TREE TECH TREE SERVICE INC		,	1,860.00 006325
8/29/22 00371	8/10/22 2813588 202208 320-53800-4			75.00	
1, 2, 21 3371	AUG RODENT DETERRENT	TRUTECH LLC		. 5 . 66	75.00 006326

AP300R			
APSUUK			
*** CHEC	K NOS	006304-006329	

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 9/14/22 PAGE 4 DURBIN CROSSING - GENERAL FUND BANK A GENERAL FUND

CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT# SUB	VENDOR SUBCLASS	NAME ST	ratus -	AMOUNT	CHECK
8/29/22 00066	7/25/22 18207146 202207 320-53800-4553	.3		*	88.20	
	JUL PEST CONTROL SOUTH 7/25/22 18212843 202207 320-53800-4551	.3		*	104.74	
	JUL PEST CONTROL SOUTH 8/15/22 19058915 202208 320-53800-4553 AUG PEST CONTROL SOUTH	.3		*	88.20	
	8/15/22 19064493 202208 320-53800-4551 AUG PEST CONTROL SOUTH	.3		*	104.74	
		JRNER PEST CONTROI				385.88 006327
8/29/22 00348	5/24/22 8263 202205 320-53800-4623	.0		*	1,228.40	
	SUPPL ANNUAL INSTALL 5/31/22 8401 202205 320-53800-4623 RPLC 2 LIGUSTRUMS	.0		*	162.54	
	6/23/22 8556 202206 320-53800-4623	.0		*	5,282.96	
	RPLC TWO MAGNOLIAS 7/01/22 8616 202207 320-53800-4620 JUL LANDSCAPE MAINTENANCE	00		*	35,037.34	
		ERDEGO			4	1,711.24 006328
8/29/22 00354	8/09/22 C32161 202208 320-53800-4420 HVAC INSPECTN & FLTR CHNG	00		*	252.00	
		EATHER ENGINEERS,	INC.			252.00 006329
			TOTAL FOR BANK A		258,287.01	
			TOTAL FOR REGISTER		258,287.01	

Advanced Direct Marketing Services

Invoice

3733 Adirolf Rd. Jacksonville, FL 32207-4719 (V) 904.396.3028 (F) 396.6328

DATE INVOICE # 7/29/2022 144304

E-mail

jim@adm-service.com

BILL TO

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

	P.O. NO.	TE	RMS	PROJEC
		With	Order	
SERVICE DESCRIPTION		QTY	RATE	AMOU
Durbin Crossing CDD				ĺ
Load, read, convert files; CASS Certify addresses to enable automatic rates; Create automation based sack/tray tags & postal documents; for imaging		e 2,35	4 0.031	75.0
Form layout and preparation for merge imaging			1 37.	50 37.5
Laser one sheet front & back		2,35	4 0.2	15 506.1
Fold customer materials		2,35	Į.	i i
Customer single color #10 window envelopes		2,35		
Insert one piece into #10 envelope, seal, prep & deliver to BMEU JAX	X	2,35	4 0.0	95 223.6
Postage _ 1.310.513.420 = \$1,341.78		2,35	4 0.	57 1,341.7
fy23 marred Notices - 001.310.573.485=\$1,388.27				
001.310.573.485=\$1,388.21	4	. 81		
	·			
70A				
	Sul	ototal		\$2,730.0
	Sal	es Tax (7.	5%)	\$0.0
	То	tal		\$2,730.0

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

July 14, 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. 3079912

Client Matter No. 6123-1

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

1.310.51300, 31500 370A

Invoice No. 3079912

6123-1

Re: Durb	oin Crossing CDD	- General		
For Professi	onal Legal Service	es Rendered		
06/01/22	M. Eckert	0.10	33.50	Review letter related to conservation area clearing
06/02/22	M. Eckert	0.10	33.50	Confer with Bolen regarding easement
06/07/22	M. Eckert	0.10	33.50	Review RFP question; confer with Laughlin
06/08/22	M. Eckert	1.50	502.50	Confer with Laughlin; review easement exhibits and research property records; deliver check to GMS
06/11/22	M. Eckert	0.30	100.50	Assemble information for Hixon encroachment; confer with Jemison
06/12/22	M. Eckert	0.10	33.50	Confer with Hixon regarding grade change in lot
06/13/22	M. Eckert	0.20	67.00	Prepare for board meeting
06/15/22	M. Eckert	1.00	335.00	Prepare for and attend agenda call; confer with Hixon regarding easement encroachment and follow up; prepare for board meeting;

KUTAK ROCK LLP

Durbin Crossing CDD July 14, 2022 Client Matter No. 6123-1 Invoice No. 3079912 Page 2

				confer with Harrah; confer with Laughlin regarding bids
06/16/22	M. Eckert	0.40	134.00	Review Landscape RFP responses; confer with Laughlin
06/17/22	M. Eckert	0.40	134.00	Confer with Laughlin; review landscape issues; confer with Jemison
06/17/22	K. Haber	3.10	697.50	Review landscape proposal for compliance with competitive procurement requirements
06/20/22	M. Eckert	0.10	33.50	Confer with Jemison regarding encroachment
06/22/22	M. Eckert	0.10	33.50	Confer with Buttermore and Laughlin
06/24/22	M. Eckert	0.20	67.00	Research trespass authority
06/27/22	M. Eckert	6.00	2,010.00	Review RFP responses; confer with
00/2/1/22	IVI. BORGIT	0.00	2,010.00	Pollicino; prepare release of easement for 335 Willow Winds; prepare for, travel to and attend board meeting; return travel and meeting follow up; review candidate status for Board of Supervisors November election
06/27/22	K. Haber	0.20	45.00	Correspondence with Hogge regarding recorded easement release
06/27/22	D. Wilbourn	0.50	75.00	Prepare release of easement agreement
06/28/22	M. Eckert	1.30	435.50	Prepare notice of intent to award landscape contract letters; follow up from board meeting; prepare and distribute termination letter for VerdeGo; confer with Jemison; confer with Hixon
06/28/22	D. Wilbourn	2.20	330.00	Prepare termination letter for VerdeGo contract; prepare landscape award letters; prepare landscape contract with Yellowstone; prepare landscape contract for interim contractor
06/29/22	M. Eckert	0.80	268.00	Process and distribute WCI easement; review draft audit

PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT

KUTAK ROCK LLP

Durbin Crossing CDD July 14, 2022 Client Matter No. 6123-1 Invoice No. 3079912

Page 3

Review RFP issues; confer with 06/30/22 M. Eckert 0.60 201.00

Prescuitti

D. Wilbourn Prepare release of liability for pool 06/30/22 0.70 105.00

construction

TOTAL HOURS 20.00

\$5,708.00 TOTAL FOR SERVICES RENDERED

DISBURSEMENTS

16.39 Meals

Travel Expenses 20.11

TOTAL DISBURSEMENTS <u>36.50</u>

TOTAL CURRENT AMOUNT DUE \$5,744.50

Tallman Lawn Maintenance

7161 Gas Line Road

904-517-0558

Keystone Heights, FL 32656

tallmanlawn@gmail.com

Bill To: Durbin Crossing CDD 475 W. Town Place Suite 114

St. Augustine, Florida 32092

Invoice #: 111

Invoice Date: 07/24/2022

Item #	Description	Qty	Unit Price	Discount	Price	
1	Mowing Service, Detail & Irrigation	zweck			5 1	3,750.00
trivio de		- No-con Lean - Arabenti (h. 11-14 H. Gall H. Penis H. 17 Albert	Audust II (A) allocative comments of the little of a construct a manufacture of the construction of the co			
***************************************	1999 - 1994 - 1994 - 1994 - 1994 - 1994 - 1994 - 1994 - 1994 - 1994 - 1994 - 1994 - 1994 - 1994 - 1994 - 1994 -	DEBMIT == DATHE ACCORDING AND ACTION BOOM OF HIS OWNER,	Para munocum con concence mentral sub substractive EE trip to the EE trip to the EE trip to the EE trip to the	Invoice Subtotal	\$ 1	3,750.00
				Tax Rate	Alexandra de la companya de la comp	mile on he was a side of the s
				Sales Tax	5	
				Other		
				Deposit Received		
•	s payable to Tallman Lawn Maintenanc			TOTAL	\$ 1	13,750.00

379A 46200 1.320.53800, RECE.

JUL 27 2022



Invoice

Invoice #: 8801 Date: 07/21/22

Customer PO:

DUE DATE: 08/20/2022

BILL TO

FROM

Durbin Crossing c/o Vesta Property Services 245 Riverside Ave., Suite 250 Jacksonville, FL 32202 VerdeGo PO Box 789 3335 North State Street

Bunnell, FL 32110 Phone: 386-437-3122 www.verdego.com

DESCRIPTION #8534 - North Amenity Tennis Court Plant Enh	ancment			AMOUNT
North Amenity Tennis Court Plant Enhance	nent			
Landscape Enhancement				\$1,389.22
Labor and Prep (Labor)	2.00	\$44.66	\$89.32	
Ligustrum, Sunshine - (e) (Kit)	6.00	\$42.34	\$254.03	
Podocarpus (Kit) (Kit)	18.00	\$49.09	\$883.69	
Purple Fountain Grass (Kit) (Kit)	12.00	\$13.52	\$162.18	

Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

\$1,389.22

1.320 538.46210 348 A



Invoice

Invoice #: 8802

Date: 07/21/22

Customer PO:

DUE DATE: 08/20/2022

BILL TO

FROM

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

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

DESCRIPTION

AMOUNT

#8721 - Mainline break on 244 before heron landing

Tech found an area that the main line suffered damage from apparent work being one to the AT&T line in the area. Mainline suffered damage in several spots in a 30 foot stretch. Damage to the wiring has occurred as well causing the rest of the system to no longer function properly.

Irrigation

\$3,731.11

Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

\$3,731.11

1.320.538,46210 348A

Durbin Crossing COMMUNITY DEVELOPMENT DISTRICT

General Fund

Check Request

Date	Amount	Authorized By
July 14, 2022	\$78,200.00	Oksana Kuzmuk
production and the second seco	Payable to:	
Durbir	n Crossing CDD - Capital Reserve	e (#229)
Date Check Needed:	Budget Categor	ry:
ASAP	1.300.58100.10	000
	Intended Use of Funds Requested	d;
	U_41	
	FY22 Capital Reserve Funding	
	w-	
(Attach suppo	rting documentation for reques	t.)

Governmental Management Services, LLC

1001 Bradford Way Kingston, TN 37763

Invoice

Invoice #: 498 Invoice Date: 8/1/22

Due Date: 8/1/22

Case: P.O. Number:

Bill To:

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

Description 2(F		Hours/Qty	Rate	Amount
anagement Fees - August 2022 1. 3(0.51)	5.340		4,073.33	4,073.33
ebsite Administration - August 2022 / 3/ 57	3.550		66.67	66.67
formation Technology - August 2022	357		100.00	100.00
pact Fee Collection Administration - August 2022	ુ કુટ ્		1,250.00	1,250.00
issemination Agent Services - August 2022	313		500.00	500.00
ffice Supplies	्रा०		0.54	0,5
ostage	420		41.37	41.37
oples	425		62.85	62.8
elephone	410		91.95	91.9

Total	\$6,186.71
Payments/Credits	\$0.00
Balance Due	\$6,186.71



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

Invoice

Date

8/1/2022

Invoice #

131295608429

Terms	Net 20
Due Date	8/21/2022
PO#	

ssing North Durbin Pkwy s FL 32259

Item ID	Description	Qty	Units	Amount
WM-CHEM-FLAT	Water Management Flat Billing Rate	1	ea	701.24
WM Surcharge	WM Surcharge	1	ea	56.10
	aig			
	\mathcal{O}			
	·			
	1.320.538.45570			
	,			

109A

Subtotal

757.34 0.00

Shipping Cost (FEDEX GROUND) Total

757.34

Amount Due \$757.34

Remittance Slip

Customer 13DUR100

Invoice # 131295608429 **Amount Due**

\$757.34

Amount Paid

Make Checks Payable To

Poolsure PO Box 55372

Houston, TX 77255-5372





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

Invoice

Date

8/1/2022

Invoice #

131295608430

Terms	Net 20
Due Date	8/21/2022
PO#	

BIIITO	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-FLAT	Water Management Flat Billing Rate	1	еа	1,334.01
WM Surcharge	WM Surcharge	1	ea	106.72
	1.920.538.45510			
	1.320 538 45510			
-				
		l	1	1

1,440.73 Subtotal 0.00 1,440.73 Shipping Cost (FEDEX GROUND)

Total **Amount Due** \$1,440.73

Remittance Slip

Customer 13DUR200 Invoice # 131295608430 **Amount Due**

\$1,440.73

Amount Paid

Make Checks Payable To

Poolsure PO Box 55372 Houston, TX 77255-5372







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

Invoice Number:

PI-A00865972

Invoice Date:

08/01/22

CDD

PROPERTY:

Durbin Crossing

SOLD TO: Durbin Crossing CDD

Governmental Mgmt Services 475 West Town Place #114 St Augustine, FL 32092

United States

CUSTOMER ID 5459

CUSTOMER PO

Payment Terms Net 30

Katie Cabanillas

Sales Rep ID Shipment Method

Ship Date Due Date

08/31/22

1

UOW

Unit Price

Extension

Qty Item / Description

Lake & Pond Management Services SVR49641

08/01/22 - 08/31/22

Lake & Pond Management Services

4,972.44

4,972.44

1.320.538-468 283A

PLEASE REMIT PAYMENT TO:

1320 Brookwood Drive, Suite H Little Rock, AR 72202

Subtotal 4,972.44 Sales Tax 0.00 Total Invoice 4,972.44 Payment Received 0.00 TOTAL 4,972.44



Corporate Trust Services
EP-MN-WN3L
60 Livingston Ave.
"Gloppylipfin Prantiously Printed Invoice"

Invoice Number: Invoice Date: Account Number: Direct Inquiries To: Phone: 6504170 04/25/2022 265185000 STACEY JOHNSON 407-835-3805

DURBIN CROSSING CDD 2017

Accounts Included 265185000

265185001

265185002

265185003

265185004

265185005

In This Relationship: 265185006

265185007

265185008

265185009

265185010

265185011

265185012

265185013

Detail of Current Charges	Volume	Rate	Portion of Year	Total Fees
04200 Trustee	1.00	10,000.00	100.00%	\$10,000.00
Subtotal Administration Fees - In Advanc	e 04/01/2022 - 03/31/202	3		\$10,000.00
Incidental Expenses 04/01/2022 to 03/31/2023	10,000.00	0.0775		\$775.00
Subtotal Incidental Expenses				\$775.00

fy22 592017 = \$5000 1.310.513.323 fy23582017 = \$5000 1.300.15500.10000 (ncidental fee \$1775. 1.310.513.323



Corporate Trust Services EP-MN-WN3I. 60 Livingston Ave. St. Paul, MN 55107

"Copy of Previously Printed Invaiged umber:

Account Number: Invoice Date: Direct Inquiries To: Phone: 6504170 265185000 04/25/2022 STACEY JOHNSON 407-835-3805

DURBIN CROSSING CDD C/O GMS WORLD GOLF VILLAGE 475 WEST TOWN PLACE STE 114 ST AUGUSTINE FL 32092

RECEIVED AUG 0 3 2022

DURBIN CROSSING CDD 2017

The following is a statement of transactions pertaining to your account. For further information, please review the attached.

STATEMENT SUMMARY

PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE

\$10,775.00

All invoices are due upon receipt.

Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank.

DURBIN CROSSING CDD 2017

Invoice Number: Account Number: Current Due: 6504170 265185000 \$10,775.00

Direct Inquiries To: Phone:

STACEY JOHNSON 407-835-3805

Please mail payments to: U.S. Bank CM-9690 PO BOX 70870 St. Paul, MN 55170-9690



Invoice

Invoice #: 8830

Date: 07/28/22

Customer PO:

DUE DATE: 08/27/2022

8/2 Approved by D.L.

BILL TO

FROM

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

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

DESCRIPTION

#8535 - North Amenity Pool - Ligustrum Installation

North Amenity Pool - Ligustrum Installation

Landscape Enhancement

Labor and Prep (Labor)

Ligustrum, Sunshine - (e) (Kit)

2.00 16.00

\$44.66 \$42.33 \$89.32

\$677.24

Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

\$766.56

\$766.56

AMOUNT

1.320 538, 462/0 348A

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

Invoice

Invoice # Date

401495 7/31/2022

Terms

Net 30

Due Date

8/30/2022

Memo

Lifeguard Hours

Bill To

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

Designifon	Quantity	Rajie	Aintaliti
Lifeguard hours	1,075.99	18.28	19,669.10

1.320.538. 45581 252 A

Total

\$19,669.10



Vested in your community.

Vesta

245 Riverside Avenue Suite 300

Jacksonville, FL. 32202 Phone: 904-355-1831

Billable Services Invoice

Invoice #: 2022-8-1

Date: <u>8-1-2022</u>

Durbin Crossing CDD 475 W. Town Place Suite 114 St. Augustine, Florida 32092 904-940-5850

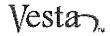
For:

Non-contractual Billable Services Lifeguard Hours

DESCRIPTION	HOURS	RATE	AMOUNT
July 1 — July 31, 2022	1075.99	\$18.28	\$19,669.10
		· ·	
	A CONTRACTOR OF THE CONTRACTOR		
		TOTAL	\$19,669.10



Thank you for your business!



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

Invoice

Invoice # Date 400981 8/1/2022

Terms

Net 30

Due Date

8/31/2022

Memo

Monthly Fees

Bill To

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

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

Thank you for your business.

252A

Total

\$36,653.66

mbronson@gmsnf.com

<7A7C2137-11FC-4A5D-9250-AB90FAE227BD.gif>

On Aug 24, 2022, at 2:45 PM, Nick Boies <nickboies@yahoo.com> wrote:

Неу,

My bank just called me saying they can't read the print on the check I was issued in the amount of 1935.75. Can I please get another one printed asap and I can com.pick.it up tomorrow.

Thanks

Nick boies

904 655-1333





Get R Clean Pressure Washing LLC

Customer Satisfaction Garunteed

2005 Pebble Point Drive, Green Cove Springs, FL 32043 904-655-1333 Email

TO Zach Davidson
Durbin Crossing
730 North Durbin Parkway
St. Johns, FL 32259
Phone
Customer ID No. 085

INVOICE # NO. 02457 DATE: 06/17/2022

EXPIRATION DATE - 30 DAYS

375A 1.320.538,442

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE	
Nick Boies	Pressure Washing	\$967.87 Due Upon Start Date		

QTY	DESCRIF	TION	UNIT PRICE	LINE TOTAL
3868 sq ft	Pressure Washing of 3868 Squar	e Feet	3868 sq ft	\$1935.75
× Prease	Nok,	RECE	SUBTOTAL	\$1935.75
Emai Check pr	Note: 1 Zach when mt ready to Plu vov.	RECE. JUL 157	Z022 TOTAL	\$1935.75
	y:			
To accept this quotal	tion, sign here and return:			

THANK YOU FOR YOUR BUSINESS!

Tallman Lawn Maintenance

7161 Gas Line Road 904-517-0558 Keystone Heights, FL 32656 tallmanlawn@gmail.com Phone: 904-517-0558 Bill To: Tallman Lawn Maintenance Invoice #: 112 Address: 7161 Gas Line Road Fax: Invoice Date: 08/10/22 Keystone Heights, FL 32656 Email: tallmanlawn@gmail.com fue Laun Mount Durbin Crossing CCD invoice For: 475 W Town Place Suite 114 Saint Augustine, FL 32092 Item # Description Otre Unit Price Discount

Item #	Description	Qty	Unit Price	Discount	Pric	ce
1	Mowing Service & Detail	2 weeks			\$	12,550.00
		W.C.	\$11000			
- 100						
					\$	
				Invoice Subtotal	\$	12,550.00
				Tax Rate		
				Sales Tax	\$	•
				Other		
				Deposit Received		
				TOTAL	5	12,550,00

Make all checks payable to Tallman Lawn Maintenance.

Landscape Maintenance 1.320.53800.46200

379A

8/25email M.A. w/ nrc to p/u pmt @ wow



ACCO	UNT NAME	ACCOUNT#	PAGE#	
Durbin C	rossing / Gms	764133	1 of 1	
INVOICE#	BILLING PERIOD	PAYMENT DUE DATE		
0004771439	Jul 1- Jul 31, 2022	August 20, 2022		
PREPAY (Memo Info)	UNAPPLIED (included in amt due)	TOTAL AMOU	INT DUE	
\$0.00	\$0.00	\$1,724.05		
BILLING INQUIRIE	S/ADDRESS CHANGES	FEDERA	LID	
1-877-736-7612 or	smb@ccc.gannett.com	47-23909	983	

BILLING ACCOUNT NAME AND ADDRESS

Durbin Crossing / Gms 475 W. Town Pl. Ste. 114 Saint Augustine, FL 32092-3649

յրդրումերերկրումեն»||||||հոլերերիլունեներերեր

Legal Entity: Gannett Media Corp.

Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.

All funds payable in US dollars.

0000764133000000000000047714390017240567173

	0000		זו רבתו ובססמחחחחי	הרמגיותה			
To sign-up for I MOR_15654	E-mailed invoices an	d online payments	s please contact abgspecia	il@gannett.co	m. Previo	ous account nur	mber:
Date De	escription						Amount
7/1/22 Ba	lance Forward						\$178.63
7/28/22 PA	YMENT - THANK YOU						-\$84.32
Legal Advertisii	ng:						
Date ran	ge Product	Order Number	Description	PO Number	Runs	Ad Size	Net Amount
7/25/	22 SAG St Augustine Record	7560624	Notice of Public Hearing - Adoption 2022-2023 Budget		1	6.0000 x 21.5 in	\$1,545.42
Package Adver	tising:						
Start-End Da	ate Order Number	Description		PO Number			Package Cost
7/14/	/22 7503119	board of sup mtg					\$84.32
				1 AUS	1 202		
				Security of the second	ang pangangan ing panggangan panggan p Langgan panggan	278Y	7
						3781	513,480

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT **ACCOUNT NAME PAYMENT DUE DATE AMOUNT PAID** LOCALIO August 20, 2022 **Durbin Crossing / Gms** \$1545.42 **ACCOUNT NUMBER INVOICE NUMBER FLORIDA** 0004771439 764133 CURRENT 30 DAYS 60 DAYS 90 DAYS 120+ DAYS UNAPPLIED **TOTAL AMOUNT DUE** DUE PAST DUE PAST DUE **PAST DUE PAST DUE PAYMENTS** \$1,629.74 \$0.00 \$94.31 \$0,00 \$0.00 \$0.00 \$1,724.05 REMITTANCE ADDRESS (Include Account# & Invoice# on check) TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW: VISA DISCOVER AMEX MASTERCARD CA Florida Holdings, LLC PO Box 631244 Card Number Cincinnati, OH 45263-1244 Exp Date CVV Code Signature Date



FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Durbin Crossing / Gms Durbin Crossing / Gms 475 W Town Place, Ste 114

Saint Augustine FL 32092

STATE OF FLORIDA, COUNTY OF ST JOHNS

The St Augustine Record, a daily newspaper published in St Johns County, Florida; and of general circulation in St Johns County; and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated or by publication on the newspaper's website, if authorized, on:

07/25/2022, 08/01/2022

and that the fees charged are legal. Sworn to and subscribed before on 08/01/2022

Legal Clerk

Notary, State of WI.

My commision expires

Publication Cost:

\$3090.84

Order No:

7560624

County of Brown

of Copies:

Customer No:

764133

n

PO#:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

SARAH BERTELSEN Notary Public State of Wisconsin

DURBIN CROSSING, COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE RISCAL YEAR 2022/2023 MIDGE; NOTICE OF PUBLIC HEARING TO CONSIDER THE M POSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LENY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND KOTTED FROM AND THE LENY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND RISCALL AND THE LENY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND THE LENY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND THE LENY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND THE LENY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND THE LENY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND THE LENY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND THE LENY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND THE LENY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND THE FORCE OF THE SAME; AND THE FORCE OF THE SAME; AND THE FORCE OF THE SAME AND THE SAME

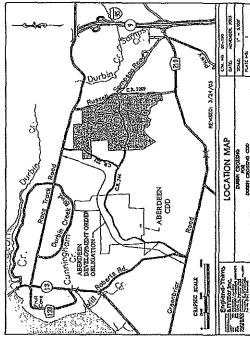
also be held where the Board may consider any other District business.

Description of Assessments
The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget
Pursuant to Section 170.07, Rondo Statules, a description of the services to be knuded by the O&M Assessments, and the properties to be improved and benefitted from the O&M Assessments are all set forth in the Propose of O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units	EAU Factor	Proposed O&M Assessment (including collection costs / early payment discounts)
Townhomes	510	0,63	\$589,60
40-49" Lpt	206	0.85	\$795.49
50-59' Lot	468	1	\$935.87
60-69' Lot	482	1.19	\$1,112.45
70-79' Lot	319	1.35	\$1,264.84
80'+ Lot	339	1.53	\$1,434.53
Retail / Commercial / Office	169,546 sq. ft.	1	\$0.47

Retail / Commercial / Office | 163,646 sg. ft. | 1 | 50.47 |

The proposed CMM Assessments as stated include collection costs and/or early payment discounts, which St. Johns County ("County") may impose on assessments that are collected on the Caunity tax bit. Moreover, pursuant to Section 197,3532(4), Forida Statutes, the first amount shall serve as the "maximum rate" authorized by law for CMM Assessments, such that no assessment have imposed to be increased or another cheerion within Section 197,3532(4), Florida Statutes, is met. Note that the Odd Assessments on on includes any edd between sessessments are proposed to be increased or another cheerion within Section 197,3532(4), Florida Statutes, is met. Note that the Odd Assessments on on includes any edd between sessessments proposed to be increased or another cheerion within Section 197,3532(4), Florida Statutes, is met. Note that the Odd Assessments of the cheering in the Company of the Company of



RESOLUTION 2022-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR RISCAL YEAR 2022/2023, DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGETS PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING SUPERISORY DURBIC ATTORN ADDRESSING SUPERISORY DOUBLE CONTROL OF THE PROPOSED BUDGETS PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC WHEREAS, the District Manager has herefolore prepared and submitted to the Board of Supervisors ("Board") of the Durbic Crossing Community Development District ("District") prior to June 15, 2022, proposed budget; Proposed Budget; the fiscal year beginning October, 1, 2022 and ending September 30, 2023 ("Piscal Year 2022/2023"); and WHEREAS, it is in the best Interest of the District to fund the administrative and operations services (together, "Services") set forth in the Proposed Budget; by lavy of special assessments provided budget; proposed Budget; and WHEREAS, the District hereby determines that benefits would be caused in secondary administrative and operations services (together, "Services") set forth in the Proposed Budget; and WHEREAS, the District hereby determines that benefits would be facility and resonably allocated sets to find in the Proposed Budget, in an amount equal to or in excess of the Assessments and the state of the Proposed Budget, in a secondary and the Proposed Budget of the Proposed Budget o

ATTEST:

(st. Daniel Laughlin
Secretary / Assistant Secretary
Exhibit A: Proposed Budget

CURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT (s/ Reter Policino Chair/Vice Chair, Board of Supervisors

LUCALIG

FLORIDA

Durbin Cros	764133	1 of 1		
INVOICE#	PAYMENT DUE DATE August 20, 2022			
0004771439 Jul 1- Jul 31, 2022				
PREPAY (Memo Info)	UNAPPLIED (included in amt due)	TOTAL AMOUNT DUE		
\$0.00	\$1,724.	05		
BILLING INQUIRIES	ADDRESS CHANGES	FEDERAI	. ID	
1-877-736-7612 or si	47-23909) 83		

BILLING ACCOUNT NAME AND ADDRESS

Durbin Crossing / Gms 475 W. Town Pl. Ste. 114 Saint Augustine, FL 32092-3649

յրդրուկինդերյալժով|||Արկելվըի||Ակիլիսիսկնդ|

Legal Entity: Gannett Media Corp.

Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.

All funds payable in US dollars.

0000764133000000000000047714390017240567173

To sign-u MOR_156		and online payments		special@gannett.cor	n. Previous	account nun	nber:
Date	Description						Amount
7/1/22	Balance Forward						\$178.63
7/28/22	PAYMENT - THANK YO	U					-\$84.32
Legal Adı	vertising:						
	late range Product	Order Number	Description	PO Number	Runs	Ad Size	Net Amount

6.0000 x 21.5 \$1,545.42 Notice of Public Hearing -7/25/22 SAG St Augustine 7560624 Adoption 2022-2023 Budget Record

Package Advertising:

Start-End Date Order Number Description 7/14/22 7503119 board of sup mtg PO Number

Package Cost

\$84.32

1.310.513.480

\$1,724.05

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

AMOUNT PAID PAYMENT DUE DATE ACCOUNT NAME LOCALIO Durbin Crossing / Gms August 20, 2022 INVOICE NUMBER ACCOUNT NUMBER **FLORIDA** 0004771439 764133 UNAPPLIED 90 DAYS 120+ DAYS CURRENT 30 DAYS 60 DAYS **TOTAL AMOUNT DUE PAST DUE PAYMENTS** DUE **PAST DUE** PAST DUE **PAST DUE**

\$0.00

\$1,629.74 TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW: REMITTANCE ADDRESS (Include Account# & Invoice# on check)

\$94.31

CA Florida Holdings, LLC PO Box 631244 Cincinnati, OH 45263-1244

\$0.00

☐ VISA		☐ DISCOVER ☐ AMEX	
Card Number			
Exp Date	1 1	CVV Code	
Signature		Date	

\$0.00

\$0.00

LOCALIQ

FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Durbin Crossing / Gms Durbin Crossing / Gms 475 W Town Place, Ste 114

Saint Augustine FL 32092

STATE OF FLORIDA, COUNTY OF ST JOHNS

The St Augustine Record, a daily newspaper published in St Johns County, Florida; and of general circulation in St Johns County; and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated or by publication on the newspaper's website, if authorized, on:

07/14/2022

and that the fees charged are legal. Sworn to and subscribed before on 07/14/2022

J

Notary, State of WI, County of E

My commision expires

Publication Cost:

\$84.32

Order No:

7503119

of Copies:

Customer No:

764133

-1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY Notary Public State of Wisconsin DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT NOTICE OF BOARD OF SUPERVISORS MEETING

Notice is hereby given that the Board of Supervisors ("Board") of the Durbin Crossing Community Development District ("District") will hold a regular meeting on Monday, July 25, 2022 at 6:00 p.m. at the Durbin Crossing South Amenity Center located at 145 South Durbin Parkway, St. Johns, Florida 32259, where the Board may consider any business that may properly come before it ("Meeting").

before if ("Meeting"). The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The Meeting may be continued to a date, time, and place to be specified on the record at such Meeting. An electronic copy of the agenda for these meetings may be obtained from the District Manager, at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 or by calling (904) 940-5850) and is expected to also be available on the

expected to also be available on the District's website at www.DurbinCrossingCDD.com. There may be occasions when one or

more Supervisors will participate by telephone or video conference. Any person requiring special accommodations at the Meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the Meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Manager's Office.
Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Daniel Laughlin District Manager



Location : CINTAS FIRE PROTECTION

*** INVOICE

CUSTOMER COPY ***

Invoice # : 0F61620618 Inv Date : 6/14/2022

WO Number :

Customer: 9617 Loc: F61

Type . .: CHG-S Route .: 13

PO Number: Acct # : 09617

VO Number: Acct Zip: 32259

Service Visit: 8309149

Remit to:

CINTAS FIRE 636525

P.O. BOX 636525 CINCINNATI, OH 452636525

(904) 562-7000

Bill to: DURBIN CROSSING CDD 145 S DURBIN PKWY

tmyhill@vestaproperty.COM JACKSONVILLE, FL 322597224

Serviced: DURBIN CROSSING CDD 145 S DURBIN PKWY 730 N DURBIN PKWY JACKSONVILLE, FL 32259

Item	Qty	Description	Unit Price	Net Amount Tx
EEVSTEM	3	VALVE STEM ASSEMBLY	21.25	63.75 Y
EEOR	3	O RING ASSEMBLY	6.59	19.77 Y
IN	11	INSPECTION, EXTINGUISHER ANNUAL	10.20	112.20 Y
CAR	1	CLEAN AGENT RECOVERY	176.75	176.75 Y
SY	1	6 YEAR MAINTENANCE	26.31	26.31 Y
HST	2	HYDROTEST	30.56	61.12 Y
INEX	14	INSPECTION EXIT LIGHTING COMPREHENSI	VE TEST 21.21	296.94 Y
EEVSC	3	VERIFICATION SVC COLLAR	7.23	21.69 Y
H2O2	2	RECHARGE, H2O 2.5 GAL	59.46	118.92 Y
EESEAL	11	FLAG SEAL/TAMPER INDICATOR	2.55	28.05 Y
INEL	12	INSPECTION EMERGENCY LIGHTING COMPRE	HENSIVE TEST 21.21	254.52 Y

61,294.02 1.320.53800.44200 Repairs/Replace



Location : CINTAS FIRE PROTECTION

*** INVOICE

CUSTOMER COPY ***

Invoice # : 0F61620618 Inv Date : 6/14/2022

WO Number :

Trype . : CHG-S Route . : 13

PO Number : Acct Zip : 32259

Service Visit : 8309149

Remit to: CINTAS FIRE 636525 P.O. BOX 636525 CINCINNATI, OH 452636525

(904) 562-7000

Serviced: DURBIN CROSSING CDD 145 S DURBIN PKWY
730 N DURBIN PKWY JACKSONVILLE, FL 32259

Bill to: DURBIN CROSSING CDD 145 S DURBIN PKWY

tmyhill@vestaproperty.COM JACKSONVILLE, FL 322597224

Item SC

Oty Description 1 Service Charge

Unit Price 114.00

Net Amount Tx 114.00

SUB-TOTAL : TAX: TOTAL :

1,294.02 1,294.02

CINTAS FIRE PROTECTION #98454000012007 #98452300012007 #502087000199

PLEASE PAY FROM THIS INVOICE PLEASE INCLUDE INVOICE NUMBER WHEN MAILING PAYMENT TO MAKE PAYMENT OR FOR ANY QUESTIONS PLEASE CALL 570.891.0407
WE ACCEPT VISA/MC/AMEX DISCOVER AND CHECK BY PHONE



Customer: DURBIN CROSSING CDD 9617

Collected: \$0.0

PO#:

Invoice: 620618

Signer: ZACH DAVIDSON Authorizer: ZACH DAVIDSOI

h Des



FIRE PROTECTION SERVICES GENERAL TERMS AND CONDITIONS

The terms and conditions below are excerpts taken from Cintas Fire Protection Services General Terms and Conditions, a complete copy of which is available upon request from your Cintas representative or online at [Cintas.com/firecontract].

CINTAS NOT AN INSURER: CUSTOMER'S OBLIGATION TO OBTAIN INSURANCE AS SOLE RECOVERY FOR ANY LOSS AND WARRANTY OF SAME. Customer acknowledges and agrees that neither cintas nor its subcontractors or assignees are insurers and that no insurance coverage is provided by this Agreement. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO. RESPONSIBILITY FOR. NOR STAUL, IT HAVE ANY LUBILITY FOR, CLAIMS MADE AGAINST IT CLAIMING THAT IT IS AN INSURER OF CUSTOMER'S SYSTEMS OR ANY OTHER PROPERTY. FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO. THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR AS DESIGNED. Customer acknowledges that during the term of the Agreement, it is the specific intent of the parties that the Customer will obtain and maintain insurance coverage with minimum coverage of two million dollars (U.S) per incident, at the Customer's expense, that will cover any and all losses, damages, and expense arising out of form, in connection with, related to, as a consequence of, or resulting from this Agreement in any way, including, but not limited to, public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property, and Customer agrees to and warrants that it will obtain and maintain such insurance coverage at all times at no cost to Cintas. Customer shall name Cintas as an additional insured by endorsement on any such policy(ies). This endorsement shall be without limitation or restriction of any type, and Cintas shall be exempt from, and in no way liable for, any sums of money related to this policy(ies) and associated coverage of any type, including, but not limited to, parentum payments, doductible, co-payments, or self-insured retention, all of which are the sole responsibility of Customer. Customer agrees that recovery for all such injuries, losses, and damages shall be limited to this neurance coverage only and that it will look exclusively to its insurence; self-insured retention, all of which are the sole expensibility of Customer. Customer ag

RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER, CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANYALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY MIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR, OTHER THEORY THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT, OR PERFORMANCE JUNDER THE AGREEMENT, INCLUDING, (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE FIRE SUPPRESSION, ALARM, OR OTHER, SYSTEMIS). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, AITORNEYS, FEES, AND COSTS, THAT, MAY BE ASSERTED. AGAINST OR INCLURED BY CINTAS, OR ITHER SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY, NOT APARTY TO, THIS AGREEMENT (INCLUDING, BUT, NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY, OR AUTHORITY, OR CUSTOMER'S EMPLOYEES, FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY.

WAY OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY BY ANY ACT. OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS, OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY, CUSTOMER FURTHER RELEASES AND WAINES ANY RIGHT, OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. Clintas reserves the right to select counsel to represent it in any such action.

LIMITATION OF CINTAS'S LIABILITY, LIQUIDATED DAMAGES. Customer acknowledges that Cintas's service (easipurchase prices are based on the value of services or goods provided and the Ilmited liability provided under this Agreement and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of the system or services to work as intended. If CINTAS OR JIS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES QUI FOR, RESULTS FROM. OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVES COLLECTIVE LIABILITY. TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY, SHALL BE LIMITED EXCLUSIVELY TO \$1.000 AS LIQUIDATED DAMAGES, If Customer wishes to increase the limitation of liability, Customer may, as of right, enter into a supplemental agreement with Cintas to obtain a higher limit by paying an additional amount consistent with the increase in liability, such a payment, however, shall in no way be interpreted to find Cintas or its subcontractors or representatives to be insurers (LISTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS AND INDEMNITIES SET FORTH IN, THIS AGREEMENT, ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS CUSTOMER ARCREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS AND INDEMNITIES SET FORTH IN, THIS AGREEMENT, ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS CUSTOMER ARCREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS AND INDEMNITIES SET FORTH IN, THIS AGREEMENT ARE A FAIR

<u>Governing Law.</u> To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohlo, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied.

Disputes. Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration administered by the American Arbitration Association under its Commercial Arbitration Roles. The number of arbitrators shall be three. The parties shall each choose an arbitrator, with those two arbitrators to agree upon a third arbitrator. The place of arbitration shall be Warren County, Ohio and Ohio law shall apply. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. CUSTOMER, ON BEHALF OF ITSELF AND ALL OF ITS INSURERISM, WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING. Notice or service of process of any such dispute may be made by correspondence delivered via the United States Postal Sarvice (certified mail or registered mail; return receipt requested) or by a national overnight courier service (such as Faderal Express) directed to the opposing party's addross identified in this Agreement, With respect to an action for fees due Cintas under this Agreement, the exclusive jurisdiction and forum for the resolution of any such dispute shall be a court of competent jurisdiction to the state where the Customer is located, and if Cintas provails on any or all of its claim for fees, Cintas shall also be entitled to recover all attorneys' fees and costs it incurs in the prosecution of the claim or action.

CRN Jax 13245 Atlantic Blvd Suite 4-390 Jacksonville, Florida 32225 **United States** 904-610-0630



100.00

100.00 0.00

\$100.00

0.00

Durbin Crossing 141 South Durbin Parkway St Johns, Florida 32259 US

Invoice Number	0000364
Date of Issue	07/19/2022
Oue Date	08/18/2022
	The second secon
Amount Due (USD)	\$100.00

Subtotal

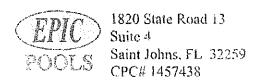
Amount Due (USD)

Description	Rate	Qly	Line Total
Service call Netgear WAX218 AX3600 AP stopped powering on. Tested device with AC cable and POE switch, still no power. Returned device and got a replacement, configured and installed.	\$100.00	1	\$100.00

Tax Repair/Replace 1.320.53800.44200 Total Amount Paid

Terms

Please call me at 904-610-0630 or email me at AJ@CRNJax.com with any issues/questions. Thank you for your business!



Invoice

Date	Invoice #
7/26/2022	29961

904-417-5100 Phone

Bill To			Job Address	5	
Durbin Crossing No 730 North Durbin Pa Saint Johns, FL 322	irkway		Durbin Crossing 730 North Durb Saint Johns, FL	în Parkway	
P.O. Number	Terms	Rep		Project	
	Due on receipt	EIG			
Quantity	Descrip	ition		Price Each	Amouni
	pair/pap 1.320.53	Jace 800. 5A	<i>J</i> 4420		
All work is complete	e! Thank you for your business	s, we appreciate it	t very much.	Total	\$725.00
				Payments/Cre	
	debbie@epicpool.com			Balance Da	10 \$725.00



1820 State Road 13 Suite 4 Saint Johns, FL 32259 CPC# 1457438

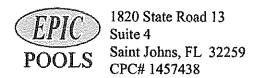
Invoice

Date	Invoice #
8/15/2022	30097

904-417-5100 Phone

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Bill To				Job Addres	s	,,,, <u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>
Durbin Nor 730 N Durb Saint Johns	oin Parkwa			Durbin North 730 N Durbin I Saint Johns, FI	Parkway	
P.O. Nu	mber	Terms	Rep		Project	
	, <u>.</u> .		DВ			
Quantity	-	Descrip			Price Each	Amount
All work is a	Reg	POOLS WILL PROVIDE 60 NORTH POOLS N INCLUDES MATERIA 1.320 Thank you for your business,	MAIN FILTER. LS AND FREIGHT PLACE - 53800	r.).448 A	1,500.00	1,500.00
	•	, ,	pp	-y maxin	Total	\$1,500.00
					Payments/Cred	
					Balance Du	e (\$1,500.00

debble@epicpool.com	www.epicpool.com



Invoice

Date	Invoice #
8/19/2022	30131

904-417-5100 Phone

Durbin Cross 145 South D Saint Johns, PP B OR CRANK SHAFT IN	Project Price Each	Amount 300.00
В	Price Each	
OR CRANK SHAFT IN		
OR CRANK SHAFT IN	300.00	300,00
305A	00	
ciate it very much.	Total	\$300.00
	Payments/Cred	dits so.oo
	Balance Du	1e \$300.00
	30574 ciate it very much.	Total Payments/Cred

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



NYDRE

SILL 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

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	THUOMA
	Labor	Diagnose and replace damaged amplifier.	3	120.00	360.00T
	70v Amplifier	Amplifier for pool speaker and microphone power.	1	525.00	525.00T

SUBTOTAL TAX TOTAL BALANCE DUE 885.00 0.00 885.00 **\$885.00**

Repair/Replace 1.320.53800.44200

344A



INVOICE

Number Date Client ID Rep 42223-1 08/10/2022 1191696 Annette Rosa

INVOICE TO

Vesta Properties/ Durbin Crossing Margaret Alfano 145 South Durbin Parkway Saint Johns FL 32259 SHIP TO

Vesta Properties/ Durbin Crossing Margaret Alfano 145 South Durbin Parkway Saint Johns FL 32259

Ship Vla	FOB	Customer Order No.	Terms		Tax Number										
Our Discretion	Factory Due on Receipt		Factory Due on F		scretion Factory Due on Rec		on Factory Due on Recei		Factory Due on Rece		n Factory Due on Receipt	ion Factory Due on Receipt		8	5-8012574204C-8
Qty Shipped		Description		Unit Price	Extension										
250	Two-Tone Poly Draws 65-BLue, 65-Red, 60- Pricing: Red	string Backpack with Zipper Purple, 60-Orange	-	\$2.95	\$737.50										
200	Single-Tone Matte Su 50-purple/Purple, 50- 50 Black/Orange, 50-	Black/Red		\$1.25	\$250.00										
	m	Jullane 1.320.53	200.46	3 <i>00</i>											
			298 A												
		RECE	IVED												
		AUG 2	5 2022												
*			~ ~ ~ ~ <u>~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ </u>												
	ousiness. All claims for	shortages or damaged goods of goods or invoice. Thank y	B	Artwork S & H Sub-Total Tax	\$0.00 \$66.96 \$1,054.46 \$0.00										
				TOTAL Deposit Balance Due	\$1,054.4 \$0.0 \$1,054.4										

Contact:

PLEASE REMIT PAYMENT TO MAIN OFFICE

Main Office :

Annette Rosa
9612 Sunbeam Center Drive
Jacksonville, FL, United States 32257
Tel: (904) 303-3004 Fax: (904) 727-7736
Website: www.horizonpromotional.com
Email: Annette@horizonpromotional.com

Horizon Promotional Products 9612 Sunbeam Center Drive Jacksonville, FL, United States 32257 Tel: (904) 727-7724 Fax: (904) 727-7736 Website: www.horizonpromotional.com

Email: customerservice@horizonpromotional.com



Snyder Air Conditioning, Plumbing & Electric 3401 Southside Blvd Jacksonville, Florida 32246 (904) 796-1622 Invoice 79018214 Invoice Date 8/4/2022 Completed Date 8/4/2022 Technician Kelvin Young Customer PO

Job Address Durbin Crossing 730 North Durbin Parkway Saint Johns, Ft 32259 USA

Billing Address Durbin Crossing 730 North Durbin Parkway Saint Johns, FL 32259 USA

Description of Work

ask # 205-008	Description Utilize our State-of-the-Art jetting system to	Clean Branchline Drain.	Quantity 1.G0	Your Price \$1,400.00	Your Total \$1,400.00
aid On ////2022	Type Visa	Memo	Amount \$1,400.00		
		A MARKE TO THE PARTY OF THE PAR	,	Potential Sav	ings \$140.00
0.	nais /Ripla	el		Sub-Total Tax	\$1,400.00 \$0,00
1	pair/Repla 1.320.53800	0.44200		Total Due Payment	±1,400.00 \$1,400.00
	•			Balance Due	\$0,00

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts.

8/4/2022

I find and agree that all work performed by Snyder Air Conditioning, Plumbing & Electric has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work parformed by the contractor.

8/4/2022

Fauthorize Snyder Air Conditioning, Plumbing & Electric to charge the agreed amount to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

381A



AIR CONDITIONING, PLUMBING & ELECTRIC

Snyder Air Conditioning, Plumbing & Electric 3401 Southside Blvd Jacksonville, Florida 32246 (904) 796-1622

Invoice 80187041 Invoice Date 8/22/2022 Completed Date Technician Kelvin Young **Customer PO**

Job Address Durbin Crossing 145 South Durbin Parkway Saint Johns, FL 32259 USA

Description of Work

Clubhouse male bathroom

Billing Address

Durbin Crossing 730 North Durbin Parkway Saint Johns, FL 32259 USA

- -1 mop sink
- -1 floor drain
- -1 clean out

Clubhouse female bathroom

- -1 clean out
- -1 floor drain

Club house family bathroom

- -Pull single toilet and jet
- Gym female bathroom
- -2 clean outs
- -1 floor drain
- Gym male restroom
- -1 floor drain
- Utility room
- -1 floor drain Front of club house
- 4" clean out

Full service line rejuvenation.

Tack #	Description

PDS-010 Utilize our State-of-the-Art jetting system to Scour your pipes and Rejuvenate up to 100

feeet of the Main Sewer & Water Waster Removal System.

Quantity Your Price Your Total

1.00 \$3,850.00 \$3,850,00

Potential Savings \$384.99

Sub-Total

\$3,850.00

Tax

\$0.00

Total Due

\$3,850.00

Balance Due

\$3,850.00

Thank you for choosing Snyder Air Conditioning, Plumbing & Electric!

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts.

8/22/2022

I find and agree that all work performed by Snyder Air Conditioning, Plumbing & Electric has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.

381A

Lepair/Replace
1.320.53800.44200

8/22/2022



St. Johns County Sheriff's Office Alarm Program P.O.BOX 142916 Irving, TX 75014

Customer Service: 1-888-471-9138

PLEASE SEND ONLY CHECKS OR MONEY ORDERS MAKE CHECKS AND MONEY ORDERS PAYABLE TO

St. Johns County Sheriff's Office, Alarm Program

PERMIT NO: 34861 INVOICE

INVOICE NO: 41947 DATE: 20-Jul-2022

NAME: DURBIN CROSSING CDD/MARGARET ALFANO

TOTAL DUE:

SHOW AMOUNT PAID HERE: \$

REMIT TO ADDRESS

Միենիիկիկիկիկիսնովիկնիկներներներինի DURBIN CROSSING CDD/MARGARET ALFANO 145 S DURBIN PKWY ST JOHNS, FL 32259

St. Johns County Sheriffâ¬"s Office Alarm Program P.O.Box 142916 Irving, TX 75014

4 124 0000034861 0041947 0001250

MDG2022 00008012 01

PLEASE DETACH AND SEND THE ABOVE COPY WITH YOUR PAYMENT



St. Johns County Sheriff's Office Alarm Program P.O.BOX 142916 Irving, TX 75014

Customer Service: 1-888-471-9138

·
DUE DATE: Overdue
2

		Remin	der			The Manager of the State of the
nev.	I# ITEM DESCRIPTION	N/V@) @ E N@	OFFENSE N	DIDATE	TIME	AMOUN
tellerenik bill	Alarm Permit Renewal Charges (Reduced by 50% due to No False Alarm during previous registration year	41947				\$12.5
		100000000000000000000000000000000000000		Total A	mount Payable	\$12.
Plea	ase send only checks or money /www.famspermit.com/StJohnsCounty. You can en				please visit	

1.320.53800.45509 Security System 329A



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

Durbin Crossing

145 South Durbin Parkway Jacksonville FL 32259

Invoice

DATE	11/1/(0)(@(E#):
8/5/2022	9652

(0)1(e)	Terms
8/5/2022	0 Days

D	Job Name urbin Crossing 22		Phone 904-230-2011	Salespers Doug Logan I	Vantis	1961 000 \$1,860.00
#	ltem	Service Descriptio	•		Qty	Price
1	Palm	Fertilization	6/29/202		0.00	\$1,860.00
		Broadcast fertilizing of palms.				

Kandscape Contingency 1.320.53800.46210

243A

 Thank you, Doug Logan Mantis
 Subtotal: \$1,860.00

 Tax: \$0.00

 Total: \$1,860.00

 Credit: \$0.00

 Balance: \$1,860.00

Gustomer

Durbin Crossing

145 South Durbin Parkway Jacksonville FL 32259 **Invoice Remit Payment**

DATE	INVOICE#
8/5/2022	9652
Total Amount Due:	\$1,860.00

Trutech, LLC PO Box 6849 Marietta, GA 30065 800.842.7296



Account / Invoice Purchase Order 943400 2813588

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

Trutech, LLC PO Box 6849 Marietta, GA 30065

0000009434006001000000202697900000000750000

Please Return this portion with your payment

Invoice 2813588

Date	Description	Quantity	Amount	Tax	Total
Service Address:	1901 Dumfries Ct Saint Johns, FL 32259-7280				
8/10/2022	Monthly Service		\$75.00	\$0.00	\$75.00

hello sorry I missed you today. I sprayed armadillo deterrent heavily throughout the perimeter of the property/home/mulch areas. The hole by the road has been filled. Please keep us posted if you see any more activity. If we need to do trapping we will. Give us a call if you have any questions or concerns. Thanks, Colonel.

Mucellaneous

1.320:53800.46300

Some customers may see a slight rate increase beginning April 2022.

Adjustment

\$9.00

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



[54]: [17**6599**]

PAYMENT ADDRESS:
Tumer Pest Cestrol LLC - P.O. Box 952593 - Allaniz, Georgia 31192-2503
204-355-5100 - Fax: 904-351-1459 - Toll Free: 800-225-5305 - humerpest.com

Saint Augustine, FL 32092-3649

Durbin Crossing CDD 475 W Town Pl Ste 114

Service Slip/Invoice

INVOICE: DATE: 18207146

DATE: ORDER: 7/25/2022 18207146

41. A.

Turner Pest Control LLC

Atlanta, GA 31192-2503

P.O. Box 952503

904-355-5300

[176602]

904-230-2011

Durbin Crossing CCD 145 S Durbin Pkwy Saint Johns, FL 32259-7224

Wark 9ate 7/25/2022	11me 12:56 PM	រុមសិត(568)	Technician			16(nt:2fn 12:56 PM
: अस्तु हर	ise Order	PETATIE: NET 30	Last Service May 7/25/2022	(C.e.vic)		7/m(s (0) (1) 01:26 PM
A S	ervice		Descriptio)î		Price
СРСМ		Commercial Pest Cor	atrol - Monthly Service			\$88.20
					SUBTOTAL TAX AMT. PAID TOTAL	\$88.20 \$0.00 \$0.00 \$88.20
	Pest	Contro	Q		AMOUNT DUE	\$88.20
⊶pë .			3800.4551 2619		TECHNICIAN SIGN	NATURE
					CUSTOMER SIGN	NATURE



[137801]

C/O Vesta Properties

Billia

PAYMENT ADDRESS: Torner Pest Control LLC • P.O. Box 952503 • Atlanta, Georgia 31197-2503 504-355-5160 • Fat: 904-351-1493 • Toll Fire: 800-725-5255 • turnerpest.com

Durbin Crossing South Amenity Cntr

200 Business Park Cir Saint Augustine, FL 32095-8822

Service Slip/Invoice

INVOICE: DATE: 18212843 7/25/2022

ORDER: 18212843

S. O

Turner Pest Control LLC

Atlanta, GA 31192-2503

P.O. Box 952503

904-355-5300

1 (137801)

904-230-2011

Durbin Crossing South Amenity Center 145 S Durbin Pkwy Saint Johns, FL 32259-7224

Work Date 7/25/2022 Plught	Time 12:56 PM se Order	Target Pest MOSQUITO Terms	Technician Last Service Map Code		Time In 12:56 PM Time Out
		NET 30	7/25/2022 Description		01:25 PM
CPCMOSULV		Commercial Mosquito		SUBTOTAL TAX AMT. PAID TOTAL	\$104.74 \$104.74 \$0.00 \$0.00 \$104.74
	Re 1	et Cov	tul 3800.45513	AMOUNT DUE	\$104.74
			Celef		SIGNATURE



Service Slip/Invoice

INVOICE:

19058915

DATE: ORDER: 8/15/2022 19058915

Wall [176602]

904-230-2011

Durbin Crossing CCD 145 S Durbin Pkwy Saint Johns, FL 32259-7224

41/4 L	[176599]	
	Durbin Crossing CDD	
	475 W Town Pl Ste 114	

Saint Augustine, FL 32092-3649

We) ik 9)±ite	Time Target Pest	Technician	Time in
8/15/2022	10:37 AM		10:37 AM
Purchas	e Order Terms	Last Service Map Code	Time Out
	NET 30	8/15/2022	11:13 AM

Turner Pest Control LLC

Atlanta, GA 31192-2503

P.O. Box 952503

904-355-5300

Sari	ice Description		Files
СРСМ	Commercial Pest Control - Monthly Service		\$88.20
		SUBTOTAL	\$88.20
		TAX	\$0.00
		AMT. PAID	\$0.00
		TOTAL	\$88.20
Pie	est Control	AMOUNT DUE	\$88.20
1	1.320.53800.45513		-

uyA

TECHNICIAN SIGNATURE

CUSTOMER SIGNATURE



C/O Vesta Properties

200 Business Park Cir

[137801]

Hat L.

PAYWEIT ADORESS:
Turner Pest Control LLC • P.O. Box 952563 • Atlanta, Georgia 31192.2503
904-353-5300 • Fax: 904-353-1499 • Toll Free: 800-225-5305 • Immerpest.com

Durbin Crossing South Amenity Cntr

Saint Augustine, FL 32095-8822

Service Slip/Invoice

INVOICE: DATE: 19064493 8/15/2022

ORDER:

19064493

We co

[137801]

904-230-2011

Durbin Crossing South Amenity Center 145 S Durbin Pkwy Saint Johns, FL 32259-7224

	San	7 - 0 17 - 17 - 17 - 17 - 17 - 17 -		
8/15/2022	10:37 AM	Targel/Fest MOSQUITO	Technician	Time in
Purche	se Order	Terms	Last Service Map Code	Time Out
		NET 30	8/15/2022	11:24 AM

Turner Pest Control LLC

Atlanta, GA 31192-2503

P.O. Box 952503

904-355-5300

Service		Description		Price:
CPCMOSULV	Commercial Mosquito Service			\$104.74
1.32	Prest Conti Co. 53800. 45513	La l	SUBTOTAL TAX AMT. PAID TOTAL	\$104,74 \$0.00 \$0.00 \$104.74
	664		AMOUNT DUE	\$104.74
			The state of the s	
			TECHNICIAN SIGN/	***************************************
			CUSTOMER SIGNA	TURE



Invoice #: 8263 Date: 05/24/22

Customer PO:

DUE DATE: 06/23/2022

BILL TO

FROM

Durbin Crossing c/o Vesta Property Services 245 Riverside Ave., Suite 250 Jacksonville, FL 32202 VerdeGo PO Box 789 3335 North State Street Bunnell, FL 32110 Phone: 386-437-3122 www.verdego.com

DESCRIPTION

AMOUNT

#8049 - Supplemental annual installation

Proposal for installation of supplemental annuals on property. These are to cover additional bed spaces that were created on property after contractual quantities were established. Price includes removal of existing annuals, new annuals and installation.

Landscape Enhancement

\$1,228.40

Subcontract Spring Annuals (Sub)

664.00

\$1.85 \$1,228.40

Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

\$1,228.40

1.320.538.746210 348A



Invoice #: 8401 Date: 05/31/22

Customer PO:

DUE DATE: 06/30/2022

BILL TO

FROM

Durbin Crossing c/o Vesta Property Services 245 Riverside Ave., Suite 250 Jacksonville, FL 32202 VerdeGo PO Box 789 3335 North State Street Bunnell, FL 32110 Phone: 386-437-3122 www.verdego.com

DESCRIPTION

AMOUNT

#8390 - South Amenity Damage

This proposal is to replace two Ligustrum's that were run over buy a car at South Amenity parking lot. Price includes all labor, materials, and prep.

Landscape Enhancement

\$162.54

Labor and Prep (Labor)

1.00 \$44.66

V. 0210

Ligustrum, Green - (e) (Kit)

2.00 \$58.94

\$44.66 \$117.88

Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

\$162.54

1.320.538.44210 348A



Invoice #: 8556

Date: 06/23/22

Customer PO: DUE DATE: 07/23/2022

BILL TO

FROM

Durbin Crossing c/o Vesta Property Services 245 Riverside Ave., Suite 250 Jacksonville, FL 32202 VerdeGo PO Box 789 3335 North State Street Bunnell, FL 32110 Phone: 386-437-3122 www.verdego.com

DESCRIPTION

AMOUNT

#8278 - Roundabout Damage 5/02/22

This proposal is to replace two Magnolias that were destroyed in a car accident on 5/2/22. This price includes all prep, labor, removal and installation.

Landscape Enhancement				\$5,282.96
Bobcat and driver (Equipment)	1.00	\$630.00	\$630.00	
DD Blanchard magnolia (Material)	2.00	\$2,117.50	\$4,235.00	
Disposal Fee (Other)	1.00	\$150.00	\$150.00	
Labor and Prep (Labor)	6.00	\$44.66	\$267.96	

Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

\$5,282.96

1.320.538.46212 348 A

 $\sqrt{}$



Invoice #: 8616 Date: 07/01/22 Customer PO:

DUE DATE: 07/31/2022

BILL TO

FROM

Approved - Daniel Laughlin

Durbin Crossing c/o Vesta Property Services 245 Riverside Ave., Suite 250 Jacksonville, FL 32202 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 July 2022

AMOUNT

\$35,037.34

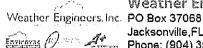
Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

\$35,037.34

1.320.53800.46200 34819



Weather Engineers, Inc.

Jacksonville, FL 32236 Phone: (904) 356-3963

Fax: (904) 356-4969 www.weatherengineers.com

CAC041190 Tax ID: 59-3076169

BILL TO: #104602

DURBIN CROSSING CDD

145 S DURBIN PARKWAY ST. JOHNS FL 32259

Invoice

C32162	08/09/22
Number	Date

SERVICE PERFORMED ATC

DURBIN CROSSING CDD 145 S DURBIN PKWY 730 N DURBIN PKWY MAINTENANCE BILLING ONLY ST. JOHNS FL 32259 Site Number: 104602-003

Return this portion with payment

Amount Paid:

	Invoice Date	Customer#	P.O. Number	Salesman	Terms	Contract #
	08/09/22	104602			30	

DESCRIPTION

Service Date: 8/8/22

Performed a Filter Change & Inspection on your HVAC equipment as per agreement.

Ripains/Replace 1.320.53800.44200

TOTAL :

252.00

We are an equal opportunity employer and do not discriminate against applicants due to race, ethnicity, gender, veterans status, or on the basis of disability or any other federal, state or local protected class.

THIS CONTRACTOR AND SUBCONTRACTOR SHALL ABIDE BY THE REQUIREMENTS OF 4: CFR 60-300.5 (A). THIS REGULATION PROHIBITS DISCRIMINATION AGAINST QUALIFIED PROTECTED VETERANS, AND REQUIRES AFFIRIMATIVE ACTION BY COVERED PRIME CONTRACTORS AND SUBCONTRACTORS TO EMPLOY AND ADVANCE IN EMPLOYMENT QUALIFIED PROTECTED VETARANS

*** CHECK DATES 08/01/2022 - 08/31/2022 *** CAPI	OUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTAL RESERVE FUND B CAPITAL RESERVE FUND	TER RUN 9/14/22 PAGE 1
CHECK VEND#INVOICE EXPENSED TO DATE DATE INVOICE YRMO DPT ACCT# SUB	VENDOR NAME STATUS SUBCLASS	AMOUNTCHECK AMOUNT #
8/12/22 00067 8/09/22 6924 202208 600-53800-600 SOUTH POOL HANDICAP LIFT	*	4,848.00
8/09/22 6925 202208 600-53800-600 NORTH POOL HANDICAP LIFT	*	4,848.00
	OOL LIFT SPECIALISTS	9,696.00 000211
	TOTAL FOR BANK B	9,696.00
	TOTAL FOR REGISTER	9,696.00

DURB DURBIN CROSS OKUZMUK

Pool Lift Specialists

16814 MELLEN LANE
JUPITER, FL 33478 US
(561) 465 6010
contact@poolliftspecialists.com
poolliftspecialists.com

Pool Lift Specialists

INVOICE

BILL TO
Durbin Crossing CDD
475 W. Town Place
Suite 114
St. Augustine
Florida
32092

SHIP TO Zach Davidson 145 South Durbin Parkway St. Johns, Florida 32259
 INVOICE
 6924

 DATE
 08/09/2022

 TERMS
 Due on receipt

 DUE DATE
 08/09/2022

67B Due 8/16 for pick up. 036-600-53800-60000 Cap Outlay

Automorphism (Company)			an en anno and		
DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Ranger 2	Ranger 2 - Tan	1	3,799.00	3,799.00
	Standard Installation	Standard Installation	1	800.00	00.008
	Ranger 2 cover	Tan Cover	1	249.00	249.00
		SUBTOTAL			4,848.00
		TAX			0.00
		TOTAL			4,848.00
		BALANCE DUE	en e		\$4,848.00

Pool Lift Specialists

16814 MELLEN LANE
JUPITER, FL 33478 US
(561) 465 6010
contact@poolliftspecialists.com
poolliftspecialists.com

Pool Lift Specialists

Due 8/16 for pick up at WGV Cap Outlay 36B 36-600-53800-60000

INVOICE

BILL TO
Durbin Crossing CDD
475 W. Town Place
Suite 114
St. Augustine
Florida
32092

SHIP TO
Zach Davidson
730 North Durbin Parkway
St. Johns, Florida 32259

 INVOICE
 6925

 DATE
 08/09/2022

 TERMS
 Due on receipt

 DUE DATE
 08/09/2022

DATE		DESCRIPTION	TANGLE STATE	RATE	AMOUNT
	Ranger 2	Ranger 2 - Tan	1	3,799.00	3,799.00
	Standard Installation	Standard Installation	1	800.00	800.00
	Ranger 2 cover	Tan Cover	1	249.00	249.00
		SUBTC	TAL		4,848.00
		TAX			0.00
		TOTAL			4,848.00

\$4,848.00



Covered Party: Durbin Crossing CDD

Effective Date: 10/1/2022

Quote Comparison



	2021/	2022		2022	/2023		2022-2	2023	
LINE OF COVERAGE	LIMIT	DEDUCTIBLE	ANNUAL PREM	LIMIT	DEDUCTIBLE	ANNUAL PREM	LIMIT	DEDUCTIBLE	ANNUAL PREM
Property:									
	FIA- E				EGIS		Preferred Government		
Buildings & Contents	\$ 5,527,759		Included	\$ 5,527,759		\$ 35,082	\$ 5,527,759		\$ 30,470
Equipment Breakdown	\$ 5,527,759			\$ 5,527,759			\$ 5,527,759		
Flood	Included	\$ 2,500		Included	\$ 2,500		\$ 1,000,000		
Earthquake	Included	\$ 2,500		Included	\$ 2,500		\$ 1,000,000	\$ 1,000	
Terrorism									
Windstorm	\$ 5,527,759			\$ 5,527,759	3% / \$10k min			3% / \$10k min	
Accounts Receivable	\$ 500,000			\$ 500,000	\$ 2,500		\$ 500,000	\$ 1,000	
Additional Expense	\$ 1,000,000			\$ 1,000,000			\$ 1,000,000	\$ 1,000	
Business Income	\$ 1,000,000	\$ 2,500		\$ 1,000,000	\$ 2,500		\$ 500,000	\$ 1,000	
Errors & Omissions	\$ 250,000	\$ 2,500		\$ 250,000	\$ 2,500		\$ 250,000	\$ 1,000	
Demolition & Increased Cost of Construction	\$ 500,000	\$ 2,500		\$ 500,000	\$ 2,500		\$ 500,000	\$ 1,000	
Inland Marine:									
Unscheduled Blanket Inland Marine	N/A		\$ -	N/A		\$ -	\$ 100,000	\$ 1,000	\$ 250
Scheduled Inland Marine	\$ 10,000	\$ 1,000		\$ 10,000	\$ 1,000		\$ 10,000	\$ 1,000	
Electronic Data Processing	.,			,			Included in Blanket Unscheduled	\$ 1,000	
Emergency Services Portable Equip							Included in Blanket Unscheduled	\$ 1.000	
Fine Arts							Included in Blanket Unscheduled	\$ 1,000	
Rented Borrowed Leased Equipment	\$ 250.000	\$ 2.500		\$ 250,000	\$ 2.500		Included in Blanket Unscheduled	\$ 1,000	
Valuable Papers		_,_,_,			-,		Included in Blanket Unscheduled	\$ 1,000	
Watercraft							Not Included	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Tratororati		Sub-Total	\$ -		Sub-Total	\$ 35,082	Trot moladoa	Sub-Total	\$ 30,720
Crime:			•			, , , , , , , , , , , , , , , , , , , ,			
Preferred	1								
Employee Dishonesty	N/A			N/A		I	\$ 100,000	\$ 1,000	\$ 900
Theft, Disappearance & Destruction In/Out	N/A			N/A			\$ 100,000	\$ 1,000	3 900
Funds Transfer	N/A			N/A			\$ 100,000	, , , , , , , , , , , , , , , , , , , ,	
Computer Fraud	N/A			N/A			\$ 100,000	\$ 1,000	
Forgery/Alterations	N/A			N/A			\$ 100,000		
1 orgery/Alterations	N/A	Sub-Total	\$ -	IN/A	Sub-Total	s -	\$ 100,000	Sub-Total	\$ 900
General Liability:		Gub-Total	Ψ -		Jub-10tai			Oub-i otai	ψ 500
,	4								
Preferred				4 000 000	I a	T	*	1 4	
General Liability	\$ 1,000,000	\$ -	Included	\$ 1,000,000	\$ -	Included	\$ 1,000,000	\$ -	\$ 3,500
Employee Benefits	\$ 1,000,000			\$ 1,000,000			\$ 1,000,000		
D 11 W D 1 11				4 000 000					
Deadly Weapon Protection	\$ 1,000,000		Included	\$ 1,000,000		Included	\$ 1,000,000		Included
Automobile		Sub-Total	\$ -		Sub-Total	> -		Sub-Total	\$ 3,500
Automobile:	4								
Preferred		1			1	1		1	
Auto Liability	Symbol 8,9 \$1,000,000		Included	Symbol 8,9 \$1,000,000		Included	Symbol 8,9 \$1,000,000		\$ 600
Uninsured Motorist	N/A			N/A			N/A		
Collision	N/A	\$ 1,000	Included	N/A		Included	Symbol 7,8,9	\$ 1,000	\$ 275
Hired Physical Damage	N/A	\$ 1,000		N/A			\$ 35,000	, , , , , , , , , , , , , , , , , , , ,	
		Sub-Total	\$ -		Sub-Total	\$ -		Sub-Total	\$ 875
Public Officials:	Claims				s Made		Claims		
Preferred	\$2,000,000 Ag			\$2,000,000 Ag			No Aggregate Li		
Public Officials Liability	\$1,000,000 / \$2,000,000		Included	\$1,000,000 / \$2,000,000	\$ -	\$ 9,432	\$ 2,000,000		\$ 2,700
Employment Practices Liability	\$1,000,000 / \$2,000,000			\$1,000,000 / \$2,000,000	\$ -		\$ 2,000,000	\$ -	
Cyber Liability	\$100,000 / \$100,000 Aggregate	\$ -		\$100,000 / \$100,000 Aggregate	\$ -		\$ 2,000,000	\$ 25,000	\$ 1,300
		Sub-Total	\$ -		Sub-Total	\$ 9,432		Sub-Total	\$ 4,000
TOTAL PREMIUM			\$ 37,095			\$ 44,514			\$ 39,995
TOTAL FILLINION			₩ 31,0 3 5	Diffo	rence (to Expiring	20.00%	Difform	nce (to Renewal)	-10.15%
				Dille	TOTIOE (TO EXPITITIE	\$ 7,419	Dillere	ice (to Nellewal)	\$ (4,519)
						φ 1,419	**Includes TIPS- \$5 000 Match		

**Includes TIPS- \$5,000 Matching Grant available for Loss
Control/Safety Expenditures

**Includes Appraisal Services (every 5 years)

Brown & Brown

PUBLIC SECTOR

Durbin Crossing Community Development District

Renewal Proposal

10/1/22 - 10/1/23

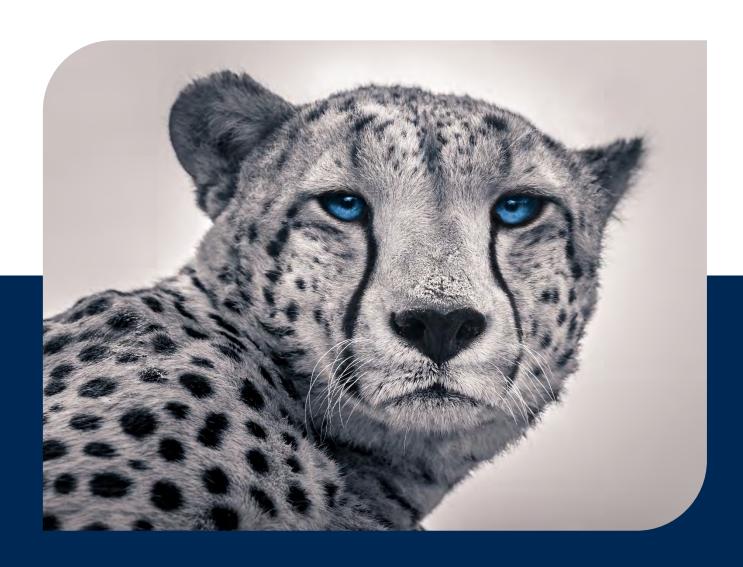




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Our Story

Brown & Brown, Public Sector is a proud member of the Brown & Brown family - an 83-year-old, publicly traded. Florida corporation currently ranked as 5th largest insurance brokerage in the United States of America, Our Brown & Brown family is now more than 11,000 teammates, spanning London to Los Angeles. Through our collaborative efforts, we design, place, and service more than \$20 Billion in annual products. insurance We passionately undertake these efforts on behalf of our clients ranging from individuals and small businesses. to state governments and Fortune 500 companies.

The Brown & Brown, Public Sector team is a highly-specialized unit of insurance advisors 100% trained to deliver industry-leading services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services, while becoming the largest public entity brokerage in Florida. Our team provides Property & Casualty and Employee Benefits services to governments from Key West to the Panhandle and represents more than 200 clients.

We have proven over nearly three decades of service to local governments that we are a highly sophisticated and accountable team of insurance professionals, laser-focused on providing both world-class brokerage services and concierge-level support to our clients. We have built our reputation by empowering our governmental clients to outperform their industry peers, lower their cost of risk, and enhance their employee benefits programs - all while staying within their annual budgetary constraints. Our team is committed to serve those who serve the public – and provide superior service to our clients, their staff, and their employees.



An Introduction to Your Service Team

Assessed Francisco		
Account Executives		
Matt Montgomery Executive Vice President	(386) 239-7245	Matt.Montgomery@bbrown.com
Robin Russell, ARM-P, CISR, CSRM Director of Operations	(386) 239-4044	Robin.Russell@bbrown.com
Paul Dawson, ARM-P Senior Vice President / Public Risk Advisor	(386) 239-4045	Paul.Dawson@bbrown.com
Michelle Martin, CIC Senior Vice President / Public Risk Advisor	(386) 239-4047	Michelle.Martin@bbrown.com
Brian Cottrell, CIC, CRM Vice President / Public Risk Advisor	(386) 239-4060	Brian.Cottrell@bbrown.com
Kyle Stoekel, ARM-P, CIC Public Risk Advisor	(386) 944-5805	Kyle.Stoekel@bbrown.com
Victoria "Tori" Reedy Executive Coordinator	(386) 239-4043	Tori.Reedy@bbrown.com
Nicholas "Nick" Van Nostrand Account Executive	(321) 214-2377	Nicholas.VanNostrand@bbrown.com
Service Representatives		
Emily Bailey Public Risk Specialist	(386) 333-6085	Emily.Bailey@bbrown.com
Melody Blake, ACSR Public Risk Specialist	(386) 239-4050	Melody.Blake@bbrown.com
Christina Carter, CIC, CRM Public Risk Specialist	(386) 333-6069	Christina.Carter@bbrown.com
Danielle Coggon, CIC, CISR Public Risk Specialist	(386) 239-4048	Danielle.Coggon@bbrown.com
Schylar Howard Public Risk Specialist	(386) 265-6117	Schylar.Howard@bbrown.com
Patricia "Trish" Jenkins, CPSR Public Risk Specialist	(386) 239-4042	Trish.Jenkins@bbrown.com
Alexa Gray Public Risk & Claims Specialist	(386) 333-6068	Alexa.Gray@bbrown.com

Certificate Requests: 179.certificates@bbrown.com *Claim Reporting:* 179.claims@bbrown.com

Our Service Team philosophy focuses on accountability at all levels of account management. Our goal is not simply to meet your service needs, but to exceed them. All the employees at Brown & Brown are dedicated to achieving this goal and distinguishing ourselves from the competition.



Preferred Governmental Insurance Trust (*Preferred*) Overview

Several hundred members and millions in premiums prove that the *Preferred* Governmental Insurance Trust® fulfills what Florida needs: an insurance program exclusively customized and dedicated to the public sector. *Preferred* stays on the forefront of specialized insurance for property, casualty and workers' compensation because it is non-profit and self-governed with a membership comprised solely of Florida public entities.

Preferred's history dates back to 1999. Its robust membership and financial strength, including consistent growth of surplus, stem from its conservative platform of managed risk. *Preferred* is just that: *preferred* for unmatched public entity experience, innovation, stability and personalized service.

	Preferred's Member Types			
Municipalities	Counties	Special Districts		
Public Schools	Charter Schools	Sheriff Departments		
Housing Authorities	Aviation Authorities	Transit, Port & Utility Authorities		

Preferred's Comprehensive Coverages				
Property	Workers' Compensation	General Liability		
Automobile Liability	Automobile Physical Damage	Law Enforcement Liability		
Public Officials Liability	Employment Practices Liability	Educators' Legal Liability		

The Power of Groups and People

What does a specialized insurance trust do for you? In the case of *Preferred*, it gives you the purchasing power of a very large trust with billions of covered property values—far more financial negotiating power than a single public entity can muster. As a *Preferred* member, you are part of a formidable Florida insurance trust.

The trust also transfers risks from any one public entity to the larger group. This provides all members of the trust better rating structures with less volatility. *Preferred*'s sole focus on government ensures that members' unique needs are met.

Durbin Crossing CDD



Underwriting and Administration

Behind *Preferred*'s underwriting platform are decades of success built on integrity and market relationships. Our team of underwriters' vast insurance expertise enhances the actuarial and scientific data used to underwrite individual risks within the trust. Services delivered are both broad and precise. Reliability is assured. The administrator for *Preferred* is Public Risk Underwriters of Florida, Inc.® (PRU), Florida's premier public entity specialist of its kind. Preferred's claims administrator is PGCS Claim Services. With more than 25 years in claims experience, PGCS is Florida's foremost governmental third-party administration company.







Underwriting Highlights

- **Diverse risk financing options:** guaranteed cost, deductible, self-insured retention, all lines aggregate
- Competitive premium discounts based on favorable experience and sound safety practices
- Flexibility of coverage design, including mono-line or package basis
- Dynamic financial analysis conducted periodically to validate the trust's superior financial standing

Administration

- General counsel, defense counsel and litigation services by specialists in governmental law
- **Membership relations** for networking and professional development
- Legislative Pulse newsletter from Tallahassee-based law firm
- Professional marketing that guarantees local agent support, governmental knowledge and an evergrowing group of members
- **Preferred News**—a quarterly publication covering the spectrum of government insurance issues
- State filing, accounting and independent CPA audited financials as needed

Preferred's Expert Boards Know Your Business

Preferred is governed and guided by people working daily in all segments of Florida's public sector – from municipalities to counties to schools to special taxing districts.

The Board of Trustees is comprised of elected public officials who work wisely and diligently to set policy, keeping Preferred as the premier public entity insurer of its kind.



INSURING FLORIDA'S FUTURE

Founded in 1999, Preferred is a non-assessable insurance risk pool made of and for its members, focusing on the unique needs of Florida's public sector. Our robust membership and financial strength stem from a conservative platform of managed risk. Program administration is provided by Public Risk Underwriters of Florida (PRU).



A key distinguishing feature and advantage of Preferred is the exclusive utilization of independent agents who specialize in public sector risk throughout the state for distribution.

Why is this important? Our members receive local, personalized service and have built-in representation and advocacy to achieve optimal results.

Preferred's membership is represented by Elected Officials from all segments of Florida's Public Sector. Our Board of Trustees understands your needs and works diligently to bring you enhanced programs and services.

Specialized member-oriented claims service is provided by Preferred Governmental Claims Solutions (PGCS). With more than 40 years in claims experience, PGCS is Florida's foremost governmental third-party administrator. The **cornerstones** of their claims administration are communication, quick access, and sound return-to-work policies.



Preferred is a proven structure of strength created to protect Florida's public sector.



SERVICE - IT'S THE HEART OF WHAT WE DO

Our Loss Control & Member Services team takes a proactive approach designed to reduce and prevent claims by customizing our services to your needs at no additional cost.

Dedicated Loss Control Consultant provides:

- Onsite safety inspections
- · General safety training
- Safety program development, review & evaluation
- Claims analysis & management
- Claims training and claim reviews
- Accident Review Board development & assistance

Preferred Risk Management Resource Center for POL/EPLI/CYBER lines:



Cyber Security Resources

- o Breach health check
- Customizable Incident Response Plan
- Access to Cyber Security experts for guidance
- o Immediate crisis management & response

HR Helpline Services

 Access to Florida Based attorneys for guidance on employment related matters

• ADA Website Compliance Resources

- WAVE by WebAIM accessibility evaluation tool
- Expert guidance on ADA compliance

Vector Solutions – Online training platform with over 600 training courses on HR/Employment Practices, OSHA Compliance, Motor Vehicle Safety, etc.

Preferred Virtual Training Academy – Virtual training on a wide variety of topics provided by our Loss Control Consultants and industry experts.

Streamery – 24/7 mobile streaming from anywhere with over 700 training topics

Preferred TIPS – 50/50 matching safety & loss control grant program up to \$5,000.

24/7 claims reporting

Catastrophic Adjustment Teams

Special Investigation Unit

B.A.D.G.E. - Cardiac case management program



or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

The brief description of coverage contained in this document is provided as an accommodation only and is not intended to cover



YOUR MEMBER SERVICES & LOSS CONTROL TEAM



Kevin Meehan oversees the Loss Control and Member Services department and implements member service initiatives. He develops and improves educational training programs, member service platforms, and member safety incentive programs. He is ultimately responsible for increasing member engagement to improve member loss experience and reduce out of pocket costs.



Christopher H. Kittleson has more than 25 years of risk management and loss control experience. Chris has developed industry expertise in the areas of Public Entity Safety Program Development, Return to Work Programs, Regulatory Compliance, Accident Investigation and Safety Training. Chris graduated Cum Laude from St. Cloud State University with a BS in Engineering Technology. He earned his Associate in Risk Management (ARM) and Certified Playground Safety Inspector (CPSI) designations. He was awarded the 2013 Safety Professional of the Year Award by the South Florida Chapter of the American Society of Safety Engineers (ASSE). Chris has presented on behalf of National Associations and has published several articles in loss control and risk management trade publications



Pam Hancock has been in the insurance industry for the past 26 years and has worked primarily with governmental entities during her career. She provides safety training, program/policy development, safety committee oversight, performs claims reviews, trending analysis and inspections. With an emphasis on education and a deep understanding of the claims process, Pam has become a valuable resource to Preferred members. Pam is a Certified ADA Coordinator.



Mike Marinan has a degree in Industrial Safety Engineering and over 37 years experience in the safety and risk management field. Mike's primary objectives include safety and loss control initiatives, reconciling issues between Preferred members and third-party claims administrators, and developing opportunities for the Trust's participants to gather knowledge, skills, and information to effectively govern and manage insurance costs. Mike is a member of ASSE, was appointed by the Governor to the Task Force on Workplace Safety and has provided multiple trainings to state agencies.



Mike Stephens has been involved with Loss Control and Member Services since 2004. Mike has completed the OSHA 501 Trainer Course in Occupational Safety and Health Standards (General Industry) and has attained certification as a Safety Auditor. Mike's safety awareness and dedication to customer service are what make him an essential part of the Member Services and Loss Control team. Mike is the resources and services coordinator and support specialist for all Preferred members.



PERSONALIZED TOP-TIER CLAIMS SERVICE



PGCS LEADERSHIP TEAM

Fred Tucker, Vice President Fred is responsible for the daily operations of PGCS. Fred began his career in the insurance industry as an independent adjuster in 1999, working his way into a management role with a national insurance agency where he led the risk services department. Fred joined PGCS in 2007 as a Senior Claims Specialist handling public entity automobile liability, general liability, employment liability with an emphasis on complex matters involving litigation management, working closely with defense counsel to ensure proactive handling of claims.

Cheryl Riley, Director of WC Claims

Cheryl is responsible for the overall direction and leadership of the PGCS workers' compensation claims unit. While at PGCS, Cheryl has steadily promoted and held the positions of Account Manager, Quality Assurance Manager and Workers' Compensation Claims Manager prior to her current position of Director of Workers' Compensation Claims. Cheryl's dedication to customer-centric solutions and focus on building strong 'partner' relationships has been successful for PGCS and its customers. Cheryl holds a Florida All Lines license, and has earned the designation of a Board Certified Workers' Compensation Litigation Claims Specialist.

Stacy Hargrove, Director of

Liability Claims

Stacy Hargrove has more than 33 years of experience handling all types of liability claims and subrogation matters. She has held various positions within the claims industry and has proactively handled a variety of liability claim types including auto accident, slip and fall, premises liability, employer liability, and subrogation recovery; all with client accolades for excellent customer service and knowledge. Stacy has extensive litigation management experience and works directly with defense counsel in defending litigated claims. She has also monitored several trials and has been successful in partnering with her legal team to achieve favorable defense verdicts as well as other positive resolutions. Stacy has a wealth of knowledge in the liability arena and is an integral and valued member of the PGCS team.



INNOVATIVE SOLUTIONS. ACCURATE VALUATIONS.

AssetW**O**RKS

In partnership with
AssetWorks, Preferred
provides property appraisals

for all property locations at no cost to our Members. The field appraisals provide critical information on primary and secondary building characteristics, flood zones, and valuations. Field appraisals are conducted by AssetWorks on a rolling five-year schedule, trending reports are available in the interim upon request. Once the appraisal is completed, Members then have the choice to insure at appraised values to maintain blanket coverage. If a Member chooses to underinsure the property, the coverage agreement will be endorsed to "stated value" with an 80% coinsurance clause.

You receive exclusive access to the AMP platform which offers an innovative approach for property tracking and valuation management. AMP provides dynamic reporting capabilities and features an intuitive design which allows your team to get up and running in minutes. Vital property information is maintained in AMP, including a change history for each asset. Up-to-date property valuations and information are automatically imported into AMP and our experienced team offers personalized training to optimize your use of the system and reporting tools.





DISASTER PREPAREDNESS AND RESPONSE WE ARE WITH YOU EVERY STEP OF THE WAY

We take a multiprong approach to disaster response and recovery and it begins with **preparedness**. Our loss control consultants work with you to review and implement a disaster recovery plan that will stand up to the worst of disasters. We provide one on one training on the claims process and distribute an annual preparedness guide with an abundance of resources to make sure that you are ready should a disaster strike. We also provide hurricane kits so that you have the necessary policy information at your fingertips in the event of a power outage.

When a named storm is approaching, our field adjusters from Engle Martin are staged nearby with all contact and policy information for each member so that they can provide damage



inspections immediately after a storm. Engle Martin uses cutting edge drone technology to identify damage mitigation opportunities that you may not have known existed. The EM adjusters also have access to prior appraisals and COPE data which helps streamline and expedite the claims process. This real time response enables us to get advance claim payments in your hands within days.



Preferred has partnered with First Onsite Property Restoration company to provide **turn-key emergency response mitigation and property restoration** with a 24/7 response including holidays and weekends. Their project managers will complete an initial

scope and get the equipment you need to get back up and running immediately. First Onsite can supply backup generators, portables or temporary structures, and anything else you need. The project manager from First Onsite will provide a seamless delivery of service to get you back to your pre-disaster state. If your preference instead is a local contractor, you can use any vendor that you choose or select from our preapproved list of vendors. Payments can be made directly to vendors for a seamless process.

To finalize your claim, we provide a claim resolution packet which includes all documentation to support your claim in addition to FEMA closeout assistance.



LIABILITY DEFENSE PANEL

Roper, P.A.

2707 E. Jefferson Street Orlando, FL 32803 (407) 897-5150 www.roperpa.com

Brionez & Brionez, P.A.

322 W. Burleigh Blvd Tavares, FL 32778 (352) 432-4044 www.bblawfl.com

Carr Allison

305 S. Gadsden St. Tallahassee, FL 32301 (850) 222-2107

208 N. Laura Street Suite 1100 Jacksonville, FL 32202 (904) 328-6456 www.carrallison.com

Kelley Kronenberg

1475 Centrepark Blvd, Suite 275 West Palm Beach, FL 33401 (561) 684-5956 Tampa/ Jacksonville/ Fort Lauderdale Locations

www.kelleykronenberg.com

Boyer, P.A.

4190 Belfort Rd, Suite 450 Jacksonville, FL 32216 (904) 354-5500 www.gpwblaw.com

Roberts, Reynolds, Bedard Warner Law Firm, P.A.

& Tuzzio, P.A. 470 Columbia Drive West Palm Beach, FL 33409 (561) 688-6560 www.rrbpa.com

5237 Summerlin Commons Blvd. Ft. Myers, FL 33907

(239) 275-2268 www.rrbpa.com

Rumberger, Kirk & Caldwell P.A.

101 N. Monroe Street. Suite 120 Tallahassee, FL 32301 (850) 222-6550 www.rumberger.com

Llopiz Wizel

www.l-wfirm.com

1451 W Cypress Creek Rd Suite 300 Fort Lauderdale, FL 33309 (754) 312-7389

Quintairos, Prieto, Wood & Unice, Salzman & Jensen, P.A.

> 1815 Little Road Trinity, FL 34655 (727) 723-3772

www.unicesalzman.com

501 W 11th St.

Panama City, FL 32401 (850) 784-7772

timwarner@warnerlaw.us

Walton, Lantaff, Schroeder & Carson LLP

931 Village Blvd, Suite 905 West Palm Beach, FL 33401 (561) 689-6700

www.waltonlantaff.com

Weiss, Serota, Helfman, Cole & Bierman

2525 Ponce De Leon Blvd, Suite 700 Coral Gables, FL 33134 (305) 854-0800

www.wsh-law.com



WORKERS' COMPENSATION DEFENSE PANEL

Barbas, Nunez, Sanders, Butler & Hovsepian

1802 W. Cleveland Street Tampa, Florida 33606 (813) 279-2686

www.barbaslaw.com

Roper, P.A.

2707 E. Jefferson Street Orlando, FL 32803 (407) 897-5150

www.roperpa.com

Chartwell Law Offices, LLP

2984 Wellington Circle Tallahassee, FL 32309 (850) 668-7900

833 Highland Avenue, Suite 202 Orlando, FL 32803 (407) 203-3600 www.chartwelllaw.com

Cole, Stone & Stoudemire, P.A.

201 North Hogan Street #400 Jacksonville, FL 32202 (904) 352-9664 Hernandez, Hicks & Valois

5800 N. Andrews Avenue Ft. Lauderdale, Florida 33309 (954) 938-1920 dhernandez@hhdefense.com

Kelley Kronenberg

10245 Centurion Pkwy N. Suite 300 Jacksonville, FL 32256 (904) 549-7700 www.kelleykronenberg.com

Public Entity Legal Solutions

P.O. Box 958464 Lake Mary, FL 32795 (321) 832-1400 ghelm@pelsusa.com www.bha-law.com

Walton, Lantaff, Schroeder & Carson LLP

931 Village Blvd, Suite 905 West Palm Beach, FL 33401 (561) 689-6700 www.waltonlantaff.com



COVERAGE ADVANTAGES

Superior Windstorm Coverage - While other risk pools exclude wharves, piers, docks, signs, antennas, and communication towers, our program provides wind coverage for these scheduled locations.

Preferred property program is a shared limit. We purchase excess of loss insurance above the AIR 250-year storm modeling results. In our 22 years of operation and responding to numerous windstorm events, Preferred's total losses have never exceeded the shared limit purchased

Most competitive windstorm deductibles in the state.

No wind exclusions for locations near the coast.

No additional premium charged for property locations acquired during the year, no cap in value.

Property in the open (PITO) coverage is provided up to 1,000 feet of an existing location with no valuation restrictions.

Blanket Inland Marine Coverage for individual equipment valued less than \$25,000.

\$100,000 of Non-Monetary coverage for Injunctive Relief, EEOC, Public Records and Inverse Condemnation allegations.

Professional Liability offered on either claims made or occurrence form.

Cyber Liability limits up to \$2,000,000 for both 1st and 3rd party claims.

Available Limits up to \$10,000,000 on all liability lines.

Public Officials and Employment Practices liability with no aggregate limit.

Defense costs are outside of the limit of liability, deductible does not apply to defense.

Deadly Weapon protection coverage free of charge. Crisis Response provided by CrisisRisk, a leading national response firm.

Unmanned Aircraft (Drone) Liability coverage of \$500,000.



Preferred Claims Administration

Preferred Governmental Claim Solutions, Inc. ® (PGCS) is the premier governmental third-party claims administrator in the state of Florida and administers the claims for Preferred Governmental Insurance Trust (*Preferred*). Since its founding in 1956, PGCS has provided claims administration services exclusively to over 450 governmental entities including schools, cities, towns, counties, community development districts, and fire districts. Therefore, PGCS's adjusters are extremely qualified to handle governmental tort liability and public sector workers' compensation claims. They are experts at investigating and handling police and firefighters presumption claims. PGCS is sensitive to the politics involved in the handling of public entity claims.

PGCS's claims administration program consists of workers' compensation, general liability, bodily injury, personal injury, property, auto liability, auto physical damage, employment practices liability, school leaders/educators liability and public officials liability. Their claims staff has over 630 years of combined insurance experience and each has been with PGCS an average of 8 years. Claims are handled under strict supervision in accordance with the PGCS workers' compensation and liability claim handling procedure manuals and the PGCS claim best practices manual. A random sampling of each adjuster's claim files are audited on a monthly basis by a Quality Assurance Manager to ensure compliance.

PGCS provides their clients with a dedicated Subrogation Unit to pursue reimbursements from atfault third parties. Their current recovery rate is fifty-nine (59) percent of the claim costs expended. PGCS also has a dedicated excess reporting and recovery unit for communication to and securing reimbursement from the excess and/or reinsurance carriers. In addition, PGCS provides a state-approved Special Investigation Unit (SIU) to prevent and pursue fraudulent claims. PGCS offers rewards up to \$10,000.00 for the arrest and conviction of persons committing workers' compensation fraud. This service is provided via a twenty-four hour seven day a week hotline.

PGCS utilizes the RiskMaster system for claims processing. This system captures a wide variety of data and allows the adjuster to enter an unlimited number of claim notes, process reserve changes, and issue claim payments. Customized reports can be obtained from PGCS's on-line system containing a multitude of data parameters that a client may choose to analyze. The system can be accessed by clients via their website at www.pgcs-tpa.com.

Communication with PGCS's clients is the cornerstone of their claims administration program. Professional adjusters, nurses, management, quarterly in-depth claim review meetings, 24/7 claim reporting, utilization of attorneys specializing in public entity defense, litigation management, and return to work programs are just a sample of how PGCS has set the standard for the industry.

PGCS is committed to partnering with their clients to provide professional and aggressive claim management programs. While they are recognized as the leader in the industry, PGCS is always striving to improve the quality of their programs and expand the services that they offer.



Preferred Safety and Risk Management Services

The success of any public sector community is tied to its ability to protect and preserve its human physical assets. This basic premise serves as the cornerstone of an effective Safety Management program and underscores the importance of Safety and Risk Control to the community. *Preferred*'s Safety and Risk Management Department is very aware of the valuable contribution a comprehensive safety and risk control program makes to the bottom-line of any organization.

At *Preferred*, Safety consultations originate with one basic thought—to recommend specific measures to minimize or eliminate the exposures that cause accidents. This does not mean that the workplace become no-risk utopias, but we expect our consultants to recommend measures to control and minimize all types of accidents, injuries and illnesses to our *Preferred* members' operations and premises.

Preferred is dedicated to meeting the challenge of the complex issues facing public sector organizations Disarming these issues and converting them into solutions which work to the advantage of our goal. *Preferred*'s approach to risk control incorporates the following elements:

- **Exposure Identification** Assist management in determining areas where a chance of loss might exist through cause trend analysis, work site evaluations, and facility inspections.
- **Exposure Measurement and Loss Analysis** Loss analysis and a review of the consequences of the exposures will be considered to develop alternative methods of control.
- **Determination and Selection of Appropriate Risk Control Methods** Based on measurement and analysis, specific recommendations and/or custom designed risk control plan will be formulated. OSHA, as well as other Agency Standards will be applied and/or used as a "Best Practice" measure when designing and formulating safety and risk control plans.
- Training and Safety Management Consulting After considering client needs specific services and/or training will be formulated and initiated to fit the client's need. Key Personnel or specialty consulting services with the knowledge and skills needed to meet those identified needs will be provided.
- Additional Consulting Services Available Preferred's Safety & Risk Management has other services available that may benefit our clients. These services include security evaluations and review of existing safety and risk programs.

Preferred's Safety and Risk Management Department evaluates the unique needs to each client, ultimately designing a program that is capable of being integrated into the overall safety and risk control efforts of each client. *Preferred*'s dedication to the problem-solving approach is the foundation of their Safety and Risk Management Service.



Property - Inland Marine

<u>Term</u>: October 1, 2022 to October 1, 2023

<u>Company</u>: Preferred Governmental Insurance Trust (*Preferred*)

Covered Property (Per Schedule Provided)		
\$5,527,759 Blanket Value Buildings and Contents		
Special Property Coverages		
\$1,000,000	Flood	
\$1,000,000 Earth Movement		
Not Included	TRIA	

Inland Marine (Per Schedule Provided)				
\$100,000	Blanket Unscheduled Inland Marine***			
Included in Blanket	Communication Equipment***			
Included in Blanket	Contractor's / Mobile Equipment***			
Included in Blanket	Electronic Data Processing Equipment***			
Included in Blanket	Emergency Portable Service Equipment***			
Included in Blanket	Fine Arts***			
\$10,000	Other Inland Marine			
Not Included	Rented, Leased or Borrowed Equipment◆◆			
Included in Blanket	Valuable Papers			
Not Included	Watercraft, Not Including Hull Coverage**			

<u>Deductibles</u>: \$1,000 per Occurrence – Buildings and Contents and Earth Movement

3% of TIV per Occurrence / Per Location for "Named Storm" subject to minimum of \$10,000 Per Occurrence. Location is defined by each itemized listing on the applicable schedule. Also applies to Inland Marine

\$1,000 any one occurrence for Flood, except:

Excess of maximum NFIP available whether purchased or not or 5% of the TIV at each affected location whichever is greater for Zones A & V

\$500 per Occurrence – Inland Marine

^{***}Unscheduled items are subject to a maximum value of \$25,000 or less per item. Items valued above this amount must be scheduled.

^{**}Watercraft, not exceeding 25 feet, coverage is not hull coverage. Limited to Specified Perils only, excluding collision with another object.

^{♦♦}Unscheduled items are subject to a maximum value of \$250,000 or less per item, subject to the maximum per occurrence loss limit shown on the Inland Marine Schedule. Items valued above \$250,000 must be schedule.

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Property - Inland Marine

"Named Storm" Definition: "...the direct action of wind, including wind driven water and storm surge when associated with or occurring in conjunction with a storm or weather disturbance which is named..." Wind driven water and storm surge loss are NOT subject to Flood Sublimit and are included to the blanket limits.

Flood coverage in zones A or V, or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a special flood deductible equal to all flood insurance available for such property under the NFIP, whether purchased or not or 5% of the Total Insured Value at each affected location whichever is greater. If such property is not eligible for the National Flood Insurance Program because the community in which the property is located does not participate in the NFIP, the Special Flood Deductible will be \$1,000,000 per insured location damaged in the flood occurrence or 5% of the Total Insured Value at each affected location whichever is greater.

Flood zones A will include, but not be limited to all the sub-classifications of AO, AH, AE, AR, A1 through A99, or any other sub-classification with the A prefix or designation. Flood zones V will include, but not be limited to all the sub-classifications of VO, VH, VE, VR V1 through V99, or any other sub-classification with the V prefix or designation. See policy form for special deductible restrictions.

Coverage:

- 1. Special form (formerly "All Risk"), subject to policy exclusions.
- 2. Replacement Cost applies to Buildings, Contents and EDP is subject to all terms and conditions of the coverage agreement the most we will pay for all loss, damage or costs in any one occurrence is the applicable limits of liability shown in the property declaration. The blanket limit of coverage shown in the property declaration applies to all covered property unless a separate limit, lower limit or reduced amount of coverage is indicated elsewhere in the coverage agreement or in the property declaration.
- 3. Inland Marine coverage paid at "Agreed Value" if the valuation type on the Inland Marine schedule is shown as agreed value; or the lesser of Actual Cash Value or 110% of the value reported on the schedule. See policy for complete details.
- 4. *Preferred* will pay for covered loss to your real property, inland marine or personal property:
 - a. At the location shown on the Schedule of the Declarations,
 - b. Property in the open within 1,000 feet of locations described in a. above,
 - c. With respects to Inland Marine, at or away from your covered location.
- 5. No Coinsurance Clause
- 6. Certain coverages subject to sub-limits stated in policy.
- 7. During the current coverage agreement period, there will be no charge for any new locations acquired after the inception date of the agreement. If the newly added location was owned or acquired prior to the inception date of the coverage agreement, then premium is due at the time the location is added.
- 8. The *Preferred* Property Program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by *Preferred* on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.
- 9. *Preferred* will be appraising all property currently scheduled. At time of finalization of appraisal, building values are to be adjusted accordingly or Stated Value endorsement will be applied with immediate effect.



Property - Inland Marine

Sublimits of Coverage Sublimits apply as part of, and not in addition to, the overall Total Insured Values coverage limit.			
\$500,000	Accounts Receivable, per occurrence		
\$1,000,000	Additional Expense		
\$5,000	Animals, annual aggregate		
\$500,000	Business Income		
\$250,000, or 25% of loss whichever is greater	Debris Removal, per occurrence		
\$500,000	Demolition Cost, Ordinance & Increased Cost of Construction, per occurrence		
\$250,000	Errors and Omissions, per occurrence		
\$5,000	Expediting Expense, per occurrence		
\$25,000	Fire Department Charges, per occurrence		
\$50,000	Fungus Cleanup Expense, annual aggregate		
\$25,000 Per Occurrence \$1,000 Max per Tree	Lawns, Plants, Trees and Shrubs, Excludes Wind (see policy form for additional restrictions)		
\$2,000,000	New Locations, per occurrence – 60 days from the date new location(s) is first purchased, rented or occupied, whichever is earlier. See policy for details.		
\$50,000	Personal Property of Employees, per occurrence		
\$50,000	Pollution Cleanup Expense, annual aggregate		
\$250,000	Preservation of Property, per occurrence		
\$20,000	Professional Fees, per occurrence		
\$150,000	Property at Miscellaneous Unnamed Locations		
\$10,000	Recertification, per occurrence		
\$100,000	Service Interruption Coverage, per occurrence		
\$250,000	Transit, per occurrence		



Property - Inland Marine Major Exclusions

Property **Not** Covered includes but not limited to:

- 1. Animals, water, land including land on which the property is located, shrubs, trees, lawns, growing crops, or standing timber, except under conditions described in the "Extensions of Coverage" section of the policy.
- 2. Aircraft.
- 3. Property you sold under conditional sale, trust agreement, installment payment, or other deferred payment plan after such property has been delivered to the customer.
- 4. Caves, caverns, mines or any type, or any property contained within them.
- 5. Currency, money, notes or securities.
- 6. Dams, dikes or levees.
- 7. Contraband or property in the course of illegal transportation or trade.
- 8. Property covered under import or export ocean cargo policies.
- 9. Property you transport as a common carrier.
- 10. Property shipped by mail, unless sent registered or certified.
- 11. Watercraft unless loss is from a specified peril and scheduled on the inland marine schedule.
- 12. Vehicles licensed or designed for highway use, unless shown on the Property Declaration, Extensions of Coverage item U, and then no coverage for any **over the road coverage**, or collision with another vehicle or object. The AOP deductible applies per occurrence and in the event of a Named Storm the Named Storm deductible applies per vehicle rather than per location. This coverage is paid at actual cash value at time of loss.
- 13. Bulkheads, docks, piers, wharves, retaining walls, boardwalks or underwater conduits from: freezing and thawing; impact of watercraft; waves, or debris driven by waves; pressure or weight of ice or water, whether driven by wind or not; or sinking or settling.
- 14. Electrical or communication lines, towers, and poles you own that are not located on a "covered location" insured under this policy.
- 15. Personal property of volunteers.
- 16. Underground pipes, unless loss is from a specified peril.
- 17. If building has been vacant for more than 90 consecutive days before a loss or damage, the following perils will be excluded: Vandalism, Sprinkler leakage, unless the system has been protected against freezing, building glass breakage, water damage, theft or attempted theft.

Excluded Risks of Direct Physical Loss include but not limited to:

- 1. War, invasion, acts of foreign enemies, hostilities or war like operations, civil war, rebellion, revolution, insurrection, civil commotion, military, usurped power, or any act of terrorism
- 2. Biological or Chemical Materials
- 3. Electronic Data or Electronic Date Recognition Exclusion
- Asbestos
- 5. Damage caused by electronic currents artificially generated.
- 6. Pollution, except as provided under "Extensions of Coverage"
- 7. Building ordinance enforcement or Government action
- 8. Nuclear reaction
- 9. Utility failure
- 10. Fungus, except as provided under "Extensions of Coverage"
- 11. Any offshore oil well or oil shipping/tanker incident and the ensuing oil spill

Durbin Crossing CDD



Equipment Breakdown

<u>Term</u>: October 1, 2022 to October 1, 2023

<u>Company</u>: Preferred Governmental Insurance Trust (*Preferred*)

<u>Covered Equipment</u>: Covered Property built to operate under vacuum or pressure, other

than weight of contents, or used for the generation, transmission or

utilization of energy.

Coverage	Limit
Property Damage / Loss of Business Income / Additional Expense per accident	\$5,527,759
Water Damage	\$1,000,000
Ammonia Contamination	\$1,000,000
Hazardous Substance Coverage	\$1,000,000
Utility Interruption (24 Hour Waiting Period)	\$2,000,000
Spoilage Damage	\$250,000
Ordinance or Law	\$1,000,000
Expediting Expenses	\$1,000,000
Data or Media	\$250,000
Fungus, Wet Rot, Dry Rot	\$15,000

<u>Deductibles</u>: Same as Property – Building and Contents

24 Hours - Utility Interruption



Crime

Term:	October 1, 2022 to October 1, 2023

<u>Company</u>: Preferred Governmental Insurance Trust (*Preferred*)

Limits of Liability and Coverage:

Coverage	Limit	Deductible
Employee Dishonesty, Including Faithful Performance	\$100,000	\$1,000
Forgery or Alteration Coverage	\$100,000	\$1,000
Theft, Disappearance and Destruction Coverage Inside Outside	\$100,000 \$100,000	\$1,000 \$1,000
Computer Fraud Coverage (Including Funds Transfer)	\$100,000	\$1,000

Notes of Importance:

1. Employee dishonesty coverage is excluded for those employees required by law to be individually bonded.



General Liability

<u>Term</u>: October 1, 2022 to October 1, 2023

<u>Company</u>: Preferred Governmental Insurance Trust (*Preferred*)

Form: Occurrence

Coverage	Limit	Deductible	
General Liability			
Bodily Injury and Property Damage, per Occurrence	\$1,000,000		
Personal Injury and Advertising Injury, per Person/Occurrence	Included		
Products/Completed Operations, Aggregate	Included	\$0	
Fire Damage, per Occurrence	Included	Per Occurrence	
Medical Payments	\$2,500		
Employee Benefits Liability, per Occurrence	\$1,000,000		
Sublimits			
Vicarious Law Enforcement Liability, per Occurrence	\$1,000,000		
Principle of Eminent Domain Including Inverse Condemnation, "Bert J. Harris, Jr., Private Property Rights Protection Act" per Occurrence / Annual Aggregate.	\$100,000	Same as General	
Sewer Backup and Water Damage:		Liability	
Non-Negligent Claims Negligent Claims.	\$10,000/\$200,000 \$200,000/\$200,000		
Herbicide and Pesticide, per Occurrence	\$1,000,000		

Additional Coverages Included:

- 1. EMT/Paramedic Professional Services
- 2. Premises Operations
- 3. "Insured" Contracts
- 4. Host Liquor Liability
- 5. Broad Form Property Damage Subject to \$2,500 Personal Property of Others Sublimit
- 6. Watercraft Liability (under 52 feet). See policy form for limitations
- 7. Limited Worldwide Coverage
- 8. Failure to Supply Water
- 9. Communicable Disease (Correctional Facilities and Health Care Facilities \$300,000 Limit)

Notes of Importance:

- 1. Premium is not audited.
- 2. Defense Costs are paid in addition to policy limits.
- 3. In the event an occurrence, accident or offense continues beyond the policy period, the applicable deductible would apply separately to each policy period in which the occurrence, accident or offense was committed or was alleged to have been committed.
- 4. Limits of Liability are subject to Florida Statute 768.28.
- 5. Deductible does not apply to claims expense.



General Liability

Exclusions, include but not limited to:

- Expected or intended injury
- Contractual Liability
- Liquor Liability
- Workers' Compensation and similar laws
- Employer's Liability
- Pollution
- Aircraft, Auto or Watercraft
- Mobile Equipment
- War
- Damage to Your Property, Product or Work
- Damage to Impaired Property or Property Not Physically Injured
- Recall of Products, Work or Impaired Property
- Racketeering
- Law Enforcement, except for vicarious liability arising out of an act or omission by a law enforcement agency that is not owned, operated or controlled by the "Covered party" if there is a contract with an outside agency to provide law enforcement for your entity.
- Asbestos, Mold, Fungi, or Bacteria
- Liability arising out of or caused or contributed to by any ownership, maintenance, operation, use, loading, unloading or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities; this exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings.
- Failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel
- Subsidence, erosion or earth movement.
- Hospital / Clinic Medical Malpractice or Health Care Facilities
- Professional Health Care Services, but not including emergency medical services for first aid performed by emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.
- ERISA
- Actual or alleged illegal discrimination
- Injunctive, declaratory or equitable relief
- Actual or alleged deterioration, bursting breaking, leaking, inadequacy, design of, control of, maintenance of, or any other alleged responsibility for any structure device, or water course, natural or man-made, including, but not limited to: dams, reservoirs, levees, banks, embankments, gates, canals, ditches, gutters, sewers, aqueducts, channels, culvert, retaining walls, drains, tanks, watershed, or drains, a purpose of which is the containing, carrying, impeding, channeling, diverting, or draining of water or other liquid. Does not apply only as to the bursting or failure of man-made sewer, storm water, grey water or potable water supply pipes owned and maintained by Covered Party.
- Sexual abuse after initial discovery



Deadly Weapon Protection

<u>Term</u>: October 1, 2022 to October 1, 2023

<u>Company</u>: Preferred Governmental Insurance Trust (*Preferred*)

Form: Claims Made

Deadly Weapon Protection – Claims Made Retroactive Date: 10/1/2022				
Coverage	Deductible			
Deadly Weapon Event (Including Claims Expenses), per event	\$1,000,000	\$0 Per Event		
Deadly Weapon Protection - S	Sublimits			
Business Interruption	Included			
Demolition, Clearance, and Memorialization, per event	\$250,000			
Extra Expense, per event	\$250,000			
Crisis Management	Included			
Property Damage Extension, per event	Included	\$0		
Counseling Services, per event	\$250,000	Per Event		
Funeral Expenses, per event	\$250,000			
Claims Expenses	Included			
Medical Expense, per person	\$25,000			
Accidental Death & Dismemberment, per person	\$50,000			

Notes of Importance:

- 1. Coverage limited to scheduled locations only.
- 2. Premium is not audited.
- 3. Defense Costs are paid within the policy limits.
- 4. Deductible does not apply to claims expense.

Any Event that occurs at a Location which has been specifically leased or loaned by the District to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, <u>MUST BE</u> reported to <u>AND APPROVED</u> by <u>Preferred PRIOR</u> to event. The Trust may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.



Deadly Weapon Protection

Exclusions include but are not limited to:

- Loss of market, income or use at the property physically lost or physically damaged.
- Confiscation, nationalization, requisition, destruction or damage to property by any authority.
- Criminal, dishonest, fraudulent or malicious conduct by the Covered Party.
- Negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the Directors or Officers
- Euthanasia.
- Explosive devices unless used in conjunction with a Deadly Weapon Event.
- Vehicle not defined as a Road Vehicle;
- Weapon mounted (or designed to be mounted) on a vehicle;
- Weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone.
- Injury or death to employees of the Covered Party, except for Crisis Management Services, Counselling Services, and Funeral Expenses endorsed by Extension to this Coverage Agreement.
- Claim or Claims made by, or on behalf of, any Assailant(s).
- Use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.
- Nuclear, Chemical, Biological, Bio-Chemical, Electromagnetic or Radioactive Weapons.
- Mental injury or mental anguish related claim where no actual Bodily Injury has occurred to the claimant.
- Covered Party's recklessness or deliberate misconduct.
- Mercy Killing(s).
- Covered Party except for employee while they are a recipient of Business Services being provided by the Covered Party.
- Pollutant or Contaminant.
- Goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied
 or distributed by the Covered Party.
- Property Damage in respect of property:
 - o owned, leased, rented or occupied by the Covered Party.
 - o in the care, custody or control of the Covered Party or the care, custody or control of any person under contract with the Covered Party.
- Punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.
- Strikes, labor unrest, riots or civil commotion.
- Suicide.
- War, invasion, acts of foreign enemies, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of, or amounting to, an uprising, military power.



Deadly Weapon Protection

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 90 days following the effective date of termination or nonrenewal, but only for Claims first made during the 90 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.



Public Officials Liability/Employment Practices Liability

<u>Term</u>: October 1, 2022 to October 1, 2023

<u>Company</u>: Preferred Governmental Insurance Trust (*Preferred*)

<u>Form</u>: POL/EPLI: Claims Made – Duty to Defend

Cyber Liability: Claims Made - Duty to Defend

Coverage	Limit	Deductible					
Public Officials Liab	Public Officials Liability						
Retroactive Date: 10/1/2	2022						
Per Claim	\$2,000,000	\$0 Per Claim					
Employment Practices Liability							
Retroactive Date: 10/1/2	2022						
Per Claim	\$2,000,000	\$0 Per Claim					
Sublimits							
Employee Pre-Termination Legal Consultation Services							
Per Employee	\$2,500						
Aggregate	\$5,000						
Non-Monetary Claims Defense Costs, Aggregate	\$100,000						

Notes of Importance:

- 1. Defense Costs are paid in addition to policy limits.
- 2. Deductible does not apply to claims expense.
- 3. Broadened definition of "Who is an Insured."
- 4. Limits of Liability are subject to Florida Statute 768.28.
- 5. Expiring Dec page needed to modify retroactive date.



Public Officials Liability/Employment Practices Liability

Exclusions, include but not limited to:

- Criminal Acts
- Non-Monetary relief except as provided in the Supplementary Payments
- Bodily Injury, Personal Injury, Property Damage, Advertising Injury
- Damages arising out of Inverse Condemnation, Eminent Domain, Temporary or Permanent taking, Adverse Possession, Dedication by adverse Use, Condemnation Proceedings, or claims brought under Florida Statute 70.001 the "Bert J. Harris Jr., Private Property Rights Protection Act" or any similar claim by whatever named called.
- War, Invasion, Acts of foreign enemies, hostiles or warlike operations, strike, lock-out, riot, civil war, rebellion, revolution, insurrection or civil commotion
- Failure to effect and maintain insurance
- Fiduciary Liability
- Pollution
- Workers' Compensation, Employers Liability and similar laws
- Nuclear
- ERISA of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.
- Infringement of copyright, trademark, plagiarism, piracy or misappropriation of any ideas or other intellectual property
- Contractual Liability
- Health Care Professional or Health Care Facilities
- Prior and Pending claims
- Workers' Adjustment and Retraining Notification Act, OSHA, RICO, or ADA
- Law Enforcement Activities
- Insured vs. Insured
- Bonds. Taxes or Construction contracts
- Collective Bargaining Agreements
- Capital Improvement to make property more accessible or accommodating to disabled persons
- Punitive Damages
- Return or improper assessment of taxes, assessments, penalties, fines, fees
- Activities of any attorney-at-law, medical personnel, architect, engineer or accountant, in the scope of their professional duties, except for claims made against them as Public Officials or Employees
- Media Wrongful Act
- Access or Disclosure of Confidential or Personal Information and Data-related Liability



Public Officials Liability/Employment Practices Liability

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Public Entity shall have the right, upon payment of up to 200% of the expiring premium, to purchase an Optional Extended Reporting Period, for the period of 12 months following the effective date of the cancellation or nonrenewal, but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.



Cyber Liability

October 1, 2022 to October 1, 2023

<u>Company</u>: Preferred Governmental Insurance Trust (*Preferred*)

Form: Claims Made – Duty to Defend

Cyber Liability				
Retroactive Date: 10/1/2015				
Coverage	Limit	Deductible		
Policy Limit - Annual Aggregate	\$2,000,000	Per Below		
Third Party Liability Covera	ige			
Privacy & Security Liability, each claim	\$2,000,000	\$25,000		
Media Content Services Liability, each claim	\$2,000,000	\$25,000		
PCI DSS, sublimit	\$1,000,000	\$25,000		
First Party Liability Coverage	ge			
Cyber Extortion & Ransomware, each claim	\$500,000	\$25,000		
Data Breach & Crisis Management, each claim	\$2,000,000	\$25,000		
Data Recovery, each claim	\$2,000,000	\$25,000		
Business Interruption / Extra Expense, each claim	\$2,000,000	\$25,000/12 Hr.		
Cyber Crime, refer to form for sublimits - Annual Aggregate	\$250,000	\$25,000		
Social Engineering Financial Fraud*	\$250,000	\$25,000		
Funds Transfer Fraud	\$100,000	\$25,000		
Invoice Manipulation	\$100,000	\$25,000		
Utility Fraud, refer to form for sublimits - Annual Aggregate	\$100,000	\$25,000		
Crypto Jacking	\$100,000	\$25,000		
Telecommunications Fraud	\$100,000	\$25,000		
System Failure – BI/EE, sublimit	\$1,000,000	\$25,000/12 Hr.		
Dependent Business Interruption – System Failure, BI/EE, sublimit	\$1,000,000	\$25,000/12 Hr		
Bricking Coverage, sublimit	\$500,000	\$25,000		
Consequential Reputation Loss Period of Restoration	\$500,000 6 Months	12 Hours		

^{*}Social Engineering Financial Fraud – Coverage shall only apply if you verify the instruction to transfer money or securities by following a pre-arranged callback or other established procedural method to authenticate the validity or the request prior to acting upon any transfer instructions.



Cyber Liability

Notes of Importance:

- 1. Defense Costs are paid in addition to policy limits.
- 2. Deductible does not apply to claims expense.

Exclusions, include but not limited to:

- Deliberate Acts / Personal Profit
- Prior Acts
- Bodily Injury / Property Damage
- Employment Practices
- Ownership
- Covered Party vs. Covered Party
- ERISA/Securities
- Pollution
- Contractual except when assumed under contract
- Guarantees
- Advertising
- Business Practice
- Patent
- Privacy
- Governmental Action
- Software Responsibility
- Act of God
- Recover of Profits, Royalties and Fees
- RICO
- Trade Secrets
- War
- Infrastructure Failure electrical, mechanical, Internet, telecommunication, cable or satellite failure, fluctuation or outage not under the operational control of the Insured, however caused, including any electrical power interruption, short circuit, surge, brownout or blackout, however this exclusion shall not apply to a telecommunications fraud event.
- Governmental Orders any court order or damaged requiring the Covered Party to provide law enforcement, any administrative, regulatory or judicial body or any other governmental authority access to personally identifiable information, protected health information, or confidential business information.
- Over-Redemption price discounts, prizes, awards, coupons, or any other valuable consideration given in excess of the contracted or expected amount.



Cyber Liability

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Covered Party shall have the right to purchase an Optional Extended Reporting Period for up to 6 years following the effective date of the cancellation or nonrenewal, as shown below:

- o Option 1 100% for 1 Year
- o Option 2 150% for 2 Years
- o Option 3 175% for 3 Years
- o Option 4 250% for 6 Years

but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.



Automobile Liability and Physical Damage

<u>Term</u>: October 1, 2022 to October 1, 2023

<u>Company</u>: Preferred Governmental Insurance Trust (*Preferred*)

Coverage	Limit	Symbol	Deductible		
Automobile Liability (Based on 0 Vehicles)					
Primary Bodily Injury and Property Damage Liability – Combined Limit	\$1,000,000	8,9	\$0 Each Accident		
Personal Injury Protection	Statutory	5	\$0 Per Person		
Medical Payments	N/A	N/A	N/A		
Uninsured Motorist	Rejected	N/A	N/A		
Physical Da	amage				
Comprehensive (Based on 0 Vehicles)	Per Schedule	7,8,9	\$1,000 per Vehicle		
Collision (Based on 0 Vehicles)	Per Schedule	7,8,9	\$1,000 per Vehicle		
Rental Coverage	\$50 per day / \$5,000 Aggregate		N/A		
Hired Physical Car Damage	\$35,000		\$1,000 per Vehicle		

Coverage and Notes of Importance:

- 1. Defense Costs are paid in addition to policy limits.
- 2. Hired and non-owned liability is included.
- 3. Premium is based on number of vehicles and subject to adjustment if schedule is changed.
- 4. If Physical Damage is a Symbol 7, newly acquired vehicles must be reported in writing within 30 days of purchase in order to be covered for physical damage.
- 5. Limited Replacement Cost provided for owned and scheduled private passenger vehicle, light truck or sport utility vehicle that is involved in a covered total loss if the vehicle has less than 18,000 miles and is within the first 12 months of being scheduled at the time of the total loss. This coverage does not apply to police vehicles or any other vehicle types already listed.
- 6. Physical Damage coverage paid at Actual Cash Value or 110% of the value reported on the schedule, whichever is less. Please see policy for complete details.
- 7. Limits of Liability are subject to Florida Statute 768.28.



Automobile Liability and Physical Damage

<u>Description of Covered Auto Designation Symbols</u>:

CVMDQL		DESCRIPTION
SYMBOL		DESCRIPTION
1	=	ANY "AUTO"
2	=	ALL OWNED "AUTOS" ONLY. Only those "autos" you own and or lease (and for Liability
		Coverage any "trailers" you don't own while attached to power units you own). This also
		includes all those "autos" you acquire ownership of after the coverage agreement begins.
3	=	OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you
		won. This includes those private passenger "autos" you acquire ownership of after the
		coverage agreement begins.
4	=	OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos"
		you won that are not of the private passenger type (and for Liability Coverage any
		"trailers" you don't own while attached to power units you own). This includes those
		"autos" not of the private passenger type you acquire ownership of after the coverage
		agreement begins.
5	=	OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own and or lease that
		are required to have No-Fault benefits in the state where they are licensed or principally
		garaged. This includes those "autos" you acquire ownership of after the coverage
		agreement begins provided they are required to have No-Fault benefits in the state where
		they are licensed or principally garaged.
6	=	OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORIST LAW. Only those
		"autos" you own and or lease that because of the law in the state where they are licensed
		or principally garaged are required to have and cannot reject Uninsured Motorists
		Coverage. This includes those "autos" you acquire ownership of after the coverage
		agreement begins provided they are subject to the same state uninsured motorists
		requirement.
7	=	SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in ITEM THREE of the
		Declarations for which a premium charge is shown (and for Liability Coverage any
		"trailers" you don't own while attached to any power unit described in ITEM THREE).
8	=	HIRED "AUTOS" ONLY. Only those "autos" you hire rent or borrow. This does not include
		any "auto" you lease, hire, rent, or borrow from any of your employees or partners or
		members of their households.
9	=	NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, hire, rent or borrow that
		are used in connection with your business. This includes "autos" owned by your
		employees or partners or members of their households but only while used in your
		business.



Premium Recapitulation Page 1 of 2

	Annual Premium	Check (Accept	<mark>Option</mark> Reject
Preferred Package		=====	
Property including Equipment Breakdown	\$30,470.00		
Inland Marine	\$250.00		
Crime / Employee Dishonesty	\$900.00		
General Liability	\$3,500.00		
Deadly Weapon Protection*	Included		
Public Officials / Employment Practices Liability	\$2,700.00		
Cyber Liability	\$1300.00		
Automobile Liability	\$600.00		
Automobile Physical Damage	\$275.00		
Package Payment Plan:	Annual		

*Deadly Weapon Protection Coverage: Any Event that occurs at a Location which has been specifically leased or loaned by the District to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, MUST BE reported to AND APPROVED by Preferred PRIOR to event. The Trust may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.



SIGN HERE

Premium Recapitulation Page 2 of 2

I authorize Brown & Brown to request the underwriters to bind cov	erage on	the items
indicated above and acknowledge receipt of the Compensation and	Financial	Condition
Disclosure(s) provided in this proposal.		

(Signature)		
(Name & Title)		
(Date)	 	



Notes of Importance:

- 1. Quotes provided in the proposal are valid until 10/1/2022. After this date terms and conditions are subject to change by the underwriters.
- 2. *Preferred* is not subject to the Florida Insurance Guaranty Act, in the event it becomes unable to meet its claims payment obligations. However, insured is named on excess of loss policies.
- 3. Some of the Carriers of the *Preferred* excess of loss policies are issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.
- 4. Quote is subject to review and acceptance by *Preferred* Board of Trustees.
- **5.** Premiums are subject to change if all lines of coverage quoted are not bound. **Premiums are subject to 25% minimum premium upon binding.**
- 6. Not all coverages requested may be provided in this quotation.
- 7. Flood quotes from NFIP may be available. Please advise your agent if you have property located in zones A or V and would like to have separate NFIP quotes.
- 8. Property values are based on information supplied by you. You should have reviewed your property schedule and as you deem necessary have appraisals done to verify your reported values are accurate based on current market conditions.
- 9. The Trust requires all Members to maintain valid and current certificates of workers' compensation insurance for all work performed by persons other than its employees.
- 10. With the exception of Workers' Compensation, the total premium is due within 30 days of inception. Premium financing can be arranged if needed.
- 11. Quote is not bound until written orders to bind are received from the insured and the Trust subsequently accepts the risk.
- 12. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.
- 13. Higher limits of liability may be available. Please consult with your agent.
- 14. This proposal is based upon exposures to loss made known to the Brown & Brown. Any changes in exposures (i.e. new operations, new acquisitions of property or change in liability exposure) need to be promptly reported to us in order that proper coverage may be put into place.
- 15. This proposal is intended to give a brief overview. Please refer to coverage agreements for complete information regarding definition of terms, deductibles, sub-limits, restrictions and exclusions that may apply. In the event of any differences, the policy will prevail.



Retail Compensation Disclosure

In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at (386) 252-6176 or, if you prefer, submit your question or request online at http://www.bbinsurance.com/customerinquiry/.



PREFERRED Compensation Disclosure

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

Our office is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the 2022 – 2023 policy year, your insurance was placed with Preferred Governmental Insurance Trust (*Preferred*). *Preferred* is an insurance trust formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. *Preferred* has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

Preferred has contracted with Public Risk Underwriters (PRU), a company owned by Brown & Brown, Inc., to administer *Preferred*'s operations. The administrative services provided by PRU to *Preferred* include:

- Underwriting
- Coverage review
- Marketing
- Policy Review

- Accounting
- Issuance of *Preferred* Coverage Agreements
- Preferred Member Liaison
- Risk Assessment and Control

Pursuant to its contract with *Preferred*, Public Risk Underwriters of Florida, Inc. (PRU) receives an administration fee, based on the size and complexity of the account, of up to 10% of the *Preferred* premiums billed and collected.

Preferred has also contracted with Preferred Governmental Claims Solutions (PGCS), a company owned by Brown & Brown, Inc., for purposes of administering the claims of *Preferred* members. The services provided by PGCS to *Preferred* may include:

- Claims Liaison with Insurance Company
- Claims Liaison with *Preferred* Members
- Claims Adjustment

Pursuant to its contract with *Preferred*, PGCS receives a claims administration fee for those accounts which PGCS services of up to 5% of the non-property portion of the premiums you pay to *Preferred*.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and Apex Insurance Services) are owned by Brown & Brown, Inc., for the placement of *Preferred*'s insurance policies. The wholesale insurance broker may provide the following services:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is largely dictated by the insurance company. It typically ranges between 10% and 17% of the premiums you pay to *Preferred* for your coverage.



Notice of Carrier Financial Status

Risk Management Associates, Inc., and its parent company, Brown & Brown, Inc. (collectively "Brown & Brown") do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity. We endeavored to place your coverage with an insurance carrier with an AM Best Company financial rating of "A-" or better.* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity or otherwise predict whether the financial condition of any such entity might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of coverage. Accordingly, with receipt of this notice you acknowledge the following with regard to the placement and any subsequent renewal of the coverage indicated below:

- Brown & Brown may have other options for your insurance placement, including quotations with insurance carriers holding an "A-" or better rating from AM Best Company. Alternative quotes may be available with an A- or better rated carrier upon your request.
- Coverage is being quoted through **Preferred Governmental Insurance Trust** ("**Preferred**"), which is as a Florida local government self-insurance fund established pursuant to Section 624.4622, Florida Statutes, as such **Preferred** is not rated by the AM Best Company.
- **Preferred** is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and other coverage providers including local government self-insurance funds like **Preferred** may change rapidly and that such changes are beyond the control of Brown & Brown.
- You should review the financial and membership information from Preferred and agree to abide by the conditions of membership established by Preferred.
- You should consider the information provided, including the **Preferred** coverage quote and coverage placement and review it with your accountants, legal counsel and advisors.

Named Insured: Durbin Crossing CDD

Line of Coverage(s): Property, Inland Marine, Crime, General Liability, Public Officials and

Employment Practices Liability, Cyber Liability, Automobile Liability, Automobile

Physical Damage and Deadly Weapon

Policy Number(s): PK FL1 0554703 22-01 **Policy Period(s):** 10/1/22 - 10/1/23

Date of Notice: 8/19/22

* AM Best Rating Guide: Rating for Stability: A++ to F = Highest to lowest rating

Financial Size Category: XV to I - Largest to smallest rating



Guide to Bests Ratings				
Best Category	Rating	Description		
Secure	A++	Superior		
Secure	A+	Superior		
Secure	A	Excellent		
Secure	A-	Excellent		
Secure	B++	Very Good		
Secure	B+	Very Good		
Vulnerable	В	Fair		
Vulnerable	B-	Fair		
Vulnerable	C++	Marginal		
Vulnerable	C+	Marginal		
Vulnerable	С	Weak		
Vulnerable	C-	Weak		
Vulnerable	D	Poor		
Vulnerable	E	Under Regulatory Supervision		
Vulnerable	F	In Liquidation		
Vulnerable	S	Rating Suspended		
Not Rated	NR-1	Insufficient Data		
Not Rated	NR-2	Insufficient Size and/or operating experience		
Not Rated	NR-3	Rating Procedure Inapplicable		
Not Rated	NR-4	Company Request		
Not Rated	NR-5	Not Formally Followed		
Rating Modifier	u	Under Review		
Rating Modifier	q	Qualified		
Affiliation Code	g	Group		
Affiliation Code	p	Pooled		
Affiliation Code	r	Reinsured		

Guide to Best's Financial Size Categories				
Reflects size of	I	Less than \$1,000,000		
insurance company	II	\$1,000,000 - \$2,000,000		
based on their	III	\$2,000,000 - \$5,000,000		
capital, surplus	IV	\$5,000,000 - \$10,000,000		
and conditional	V	\$10,000,000 - \$25,000,000		
reserve funds in	VI	\$25,000,000 - \$50,000,000		
U.S. dollars.	VII	\$50,000,000 - \$100,000,000		
	VIII	\$100,000,000 - \$250,000,000		
	IX	\$250,000,000 - \$500,000,000		
	X	\$500,000,000 - \$750,000,000		
	XI	\$750,000,000 - \$1,000,000,000		
	XII	\$1,000,000,000 - \$1,250,000,000		
	XIII	\$1,250,000,000 - \$1,500,000,000		
	XIV	\$1,500,000,000 - \$2,000,000,000		
	XV	Greater than \$2,000,000,000		

Brown & Brown always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.



Named Covered Party:

Durbin Crossing Community Development District

Agreement Number:

10/01/2022 to 10/01/2023

Coverage Provided By:

Preferred Governmental Insurance Trust

Quote Number:

PK FL1 0554703 22-01

YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORISTS LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.

Uninsured Motorist coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting there from. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the Coverage Agreement. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability coverage agreements include Uninsured Motorist coverage at limits equal to the Bodily Injury limits in your coverage agreement unless you select a lower limit offered by the Trust, or reject Uninsured Motorist entirely.

Please indicate whether you de	esire to entirely reject Uninsured M mits of your Coverage Agreement	Motorist coverage, or,		
√ a. I hereby reject Ur	insured Motorist coverage.			
b. I hereby select the	following Uninsured Motorist limits each person (enter limit i each accident		n my Bodily Injury Liability	Limits:
	nsured Motorist coverage limits eq sregard the bold face statement a		ry Liability limits. (If you se	elect
injury occurs in a vehicle owne to the extent of coverage (if an else's vehicle, or you are struct any one vehicle for which you a household. This Coverage Agreen to you or the Coverage Agreen If you do not elect to purchase (stacked) for all covered injurie	(Do not complete if you have, at a reduced rate, non-stacked or leased by you or any family my) which applies to that vehicle in a cas a pedestrian, you are entitled are a Named Covered Party, coverement will not apply if you select nent of any other family member with the non-stacked form, your Covers. Thus, your Coverage Agreeme e the number of autos covered un	I (limited) type of Unit nember who resides withis Coverage Agreed to select the highest ered family member, of the coverage available who resides with you.	ed Motorist) Insured Motorists coverage with you, this Coverage Ai ment. If an injury occurs w limits of Uninsured Motor or covered resident of the ole under any other Cover (s) for each motor vehicle tatically change during the	greement will apply only while occupying someone ist coverage available on Named Covered Party's age Agreement issued are added together
I hereby elect the non	-stacked form of Uninsured Motor	rist coverage.		
replacements of such Coverag	lection of any of the above options e Agreement which are issued at he Trust or my agent know in writ	the same Bodily Injur		
Signature		Title		
Name		Date		

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Print Date: 8/19/2022 UM Form.rpt



SIGNATURE PAGE

Policy#: PK FL1 0554703 22-01

Named Covered Party: Durbin Crossing Community Development District

Effective: 10/01/2022

Termination: 10/01/2023

Property		
	TIV: \$5,527,7	59
Inland Marine		
Blanket Unsch	neduled IM: \$100,000	
Scheduled Inla	ind Marine: \$10,000	
Total All Inla	ind Marine: \$110,000	
Property TRIA (Terrorism Risk Insurance Act) coverage		
Crime		
General Liability		
Ratab	ble Payroll: Not Inclu	ded
Law Enforcement Liabil	lity	
	Officers: Not Include	ded
Professional Liability	Cinicator Not includ	ueu
	Employees: Not Include	ded
Automobile	0	Units - Auto Liability
	0	Units - Comprehensive
	0	Units - Collision
Stop Loss Aggregate: N Applies to:	Not Included	
Excess Workers' Comp	ensation	
	Payroll: Not Inclu	ded
	출간하다 사람들을 하여서 얼굴하다.	eferred's Current Interlocal Agreement (last amended tive October 1, 2013).
I confirm having read ar Agreement (which also		rms as laid out in the attached Preferred Participation re).
	Blanket Unsch Scheduled Inla Total All Inla Property TRIA (Terroris Crime General Liability Ratal Law Enforcement Liability Professional Liability Automobile Stop Loss Aggregate: Applies to: Excess Workers' Comp	Inland Marine Blanket Unscheduled IM: \$100,000 Scheduled Inland Marine: \$110,000 Total All Inland Marine: \$110,000 Property TRIA (Terrorism Risk Insurance A Crime General Liability Ratable Payroll: Not Included Law Enforcement Liability Officers: Not Included Automobile O Stop Loss Aggregate: Not Included Applies to: Excess Workers' Compensation Payroll: Not Included Iconfirm that I have received a copy of Presence of the Confirm Confirm that I have received a copy of Presence of the Confirm Confirm that I have received a copy of Presence of the Confirm Confir

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.



AGREEMENT BETWEEN DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT AND VESTA PROPERTY SERVICES, INC. FOR FISCAL YEAR 2022-2023 AMENITY FACILITY MANAGEMENT AND MAINTENANCE MANAGEMENT SERVICES

THIS AGREEMENT ("**Agreement**") is made and entered into as of the 1st day of October, 2022, 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, whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the "**District**"), and

VESTA PROPERTY SERVICES, INC., a Florida corporation, with offices located at 245 Riverside Avenue, Suite 300, Jacksonville, Florida 32204 ("Contractor").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including two (2) recreation centers that include swimming pools, a fitness room, and other recreation facilities (collectively, "Amenity Facilities"); and

WHEREAS, the District intends to provide for the operation and maintenance of the Amenity Facilities; and

WHEREAS, Contractor has a background in the management and maintenance of recreation facilities and other common areas and is capable and willing to provide such management and maintenance services to the District in accordance with this Agreement; and

WHEREAS, the District desires to enter into this Agreement with Contractor to manage and/or maintain the Amenity Facilities and common areas and to provide other services as described in this Agreement and included in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference (collectively, "Services").

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.
- 2. ENGAGEMENT OF SERVICES. The District agrees to engage Contractor to provide the Services. This Agreement grants to Contractor the right to enter and use the Amenity Facilities for the purposes and uses described in this Agreement, and Contractor hereby agrees to comply

with all applicable laws, rules, and regulations while performing its obligations under this Agreement.

- 3. SCOPE OF SERVICES. From October 1, 2022 through September 30, 2023, Contractor shall provide the Services in accordance with the terms of this Agreement and the attached **Exhibit A**:
 - **A. Management.** Contractor shall provide the following three (3), full-time, onsite managers who shall be responsible for general management and operation of the Amenity Facilities:
 - i. General Manager. General Manager shall generally oversee all facets of the Amenity Facilities and the District property management and operation;
 - **ii. Field Operations Manager**. Field Operations Manager shall generally oversee maintenance, repair and replacement of the Amenity Facilities and the District property, including oversight of and coordination with other District contractors, vendors, and/or service providers;
 - **iii.** Amenity Manager. Amenity Manager shall generally oversee all facets of the recreation facility operations, including staffing, scheduling of activities and events, maintaining front reception areas, overseeing room rentals, and various recreation areas of Amenity Facilities.
 - **B. Staffing**. Contractor shall provide the following onsite staffing:
 - i. Facility Attendants. Contractor shall provide hourly attendants to operate the recreation facilities;
 - **ii. Facility Monitors.** Contractor shall provide hourly monitors to monitor and maintain the fitness center and gym;
 - iii. Lifestyle Director. Contractor shall provide a director for the recreation programs for the District;
 - iv. Lifeguards. Contractor shall provide lifeguard staff and services at the pool facilities;
 - v. Maintenance Technician. Contractor shall provide pool maintenance and general facility maintenance services; and
 - vi. Janitorial Services. Contractor shall provide janitorial services.
- **4. COMPENSATION.** Contractor shall be compensated for providing the Services as set forth in **Exhibit B**, in accordance with the following terms:

A. Maintenance Services. Except as provided in **Exhibit A**, the District shall pay the annual cost of pool chemicals, which Contractor shall arrange for the District to purchase directly from the supplier.

B. Lifeguard Services.

- i. For each fiscal year, Contractor shall provide a schedule of lifeguards to the District for the District's approval;
- **ii.** Contractor agrees it shall only bill for times that lifeguards are actually on-duty, in accordance with applicable hourly rates provided in **Exhibit B**. Contractor further agrees that it shall not bill for times that lifeguards are not on-duty due to emergency or other situations (e.g., during severe weather events, hurricane preparedness, inadequate staffing, change of schedule, no-shows, etc.);
- **iii.** Contractor agrees it shall staff anywhere between two (2) to six (6) lifeguards at the Amenity Facilities to accommodate for varying seasonal demands, based on past trends of the Amenity Facilities usage and based on its professional judgment. If additional lifeguards are needed, Contractor shall provide a written request to the District, stating the reason for such need.
- C. Invoices. Contractor shall invoice the District monthly for the Services provided under this Agreement, except for Lifeguard Services, for which Contractor may invoice the District every two (2) weeks. Contractor shall provide, upon request, copies of employee time cards or other supporting evidence documenting the total hours worked. The District shall pay invoices within thirty (30) days of receipt.

5. GENERAL PROVISIONS.

A. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from

payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain Workers' Compensation insurance on behalf of Contractor.

- **B.** Contractor shall promptly respond to any and all emergencies or problems related to the Amenity Facilities or District property, and shall report to the District Manager all known problems related to the Amenity Facilities or District property within seventy-two (72) hours.
- C. Costs incurred by Contractor due to emergencies or at the written direction of the District shall be reimbursed to Contractor at cost. Such reimbursements shall be paid only in accordance with receipts for such costs provided to the District by Contractor.
- **D.** Contractor shall provide, at no additional cost to the District, company uniforms to all personnel providing the Services. Contractor understands and agrees that office supplies shall be provided by the District in an amount not to exceed the District's adopted budget for such items, and should additional office supplies be needed, Contractor shall submit a written request to the District, and the District may approve or deny such request in its sole discretion.
- E. Residents shall pay the applicable hourly rate for Facility Attendants and/or Facility Monitors for temporary staffing services, such as after-hours private birthday parties and private facility rentals, the total price for which shall be due to Contractor prior to the commencement of such services.
- **F.** Contractor shall provide use of its Food and Beverage, Alcohol and Catering Licenses for District Events at no additional charge to the District.
- **G.** Contractor shall provide assistance in the development and execution of a Marketing and Communications Plan and periodic community surveys at no additional charge to the District.
- **H.** Contractor shall provide assistance in managing and administering the District's website and newsletters to ensure prompt, convenient and accurate information is published at no additional charge to the District.
- I. Contractor shall make available to the District's Supervisors and District Manager the use of the Vesta Vantage software application at no additional charge to the District; provided however, this provision does not require Contractor to share proprietary information regarding the Vesta Vantage software application;
- **J.** Contractor shall perform periodic energy audits to assist in the reduction of the District's utility costs at no additional charge to the District.
- **K.** Contractor shall secure "preferred pricing" from vendors when possible, at no additional charge to the District.

- L. Contractor shall use its CPC service department for licensed pool equipment repairs if such use will result in a lower repair cost to the District. For any pool equipment repair estimated to cost in excess of \$500 proposed to be performed by Contractor's CPC service department, Contractor shall first obtain a legitimate quote from a third-party service provider which quote must demonstrate that Contractor is the lower cost alternative for the repair. If the pool equipment repair is estimated to cost in excess of \$5,000, Contractor shall first obtain three legitimate quotes from third-party service providers which quotes must demonstrate that Contractor is the lower cost alternative for the repair; and
- **M.** To the extent that any other terms provided in **Exhibit A** conflict with the terms of this Agreement, the terms of this Agreement shall control.
- SHARING OF REVENUES. Recreation, sports and other programs as described in **Exhibit A** shall be reasonably priced, with the objective of maximizing Patron participation. The participants of these programs shall be charged directly by Contractor for such services, with fifty percent (50%) of all program net revenues remitted to the District. Contractor shall report revenue sharing and remit payment to the District on a quarterly basis, within ten (10) days after the end of each quarter period ending on March 31, June 30, September 30 and December 31. The sharing of revenues contemplated in this paragraph is conditioned upon Contractor having the exclusive right to offer all personalized instruction at the Amenity Facilities during the term of this Agreement, in accordance with District rules and policies; provided however, if Contractor does not offer a specific program or does not allow for sufficient capacity in a program to serve the District's residents, the District is permitted to arrange for and allow other program providers to use the District's Amenity Facilities. For purposes of this Agreement, Contractor shall be deemed to "offer personalized instruction" if such instruction is provided directly by Contractor's staff or by a third-party provider identified by Contractor and approved by the District's Board of Supervisors in accordance with District rules and policies. Should the District determine that the cost of a program(s) offered by Contractor is too expensive, the District shall have the option to inform Contractor in writing that the District is reducing the percentage of program revenues to be paid to the District, and Contractor shall reduce the cost of the programming charged to residents by an amount equal to the total amount being waived by the District.
- 7. CARE OF THE PROPERTY. Contractor shall use all due care to protect the property of the District, its residents, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to diligently begin repairs of any damage resulting from the Services within twenty-four (24) hours, and complete such repairs as soon as possible thereafter. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.
- **8.** COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In providing the Services, Contractor shall use approved and effective chemicals and cleaning agents in strict compliance with state and federal environmental guidelines. Further, Contractor shall take any action necessary to promptly comply with any and all orders or requirements affecting the Amenity Facilities placed thereon by any governmental authority having jurisdiction. However, Contractor

shall not take any action under this paragraph if the District is contesting or has affirmed its intention to contest any such order or requirement. Contractor shall promptly and in no event within more than seventy-two (72) hours notify the District in writing of all such orders or requirements.

- 9. INVESTIGATION AND REPORT OF ACCIDENTS/CLAIMS. Contractor shall promptly, and in no event within more than seventy-two (72) hours, provide a written report to the District Manager documenting all accidents, injuries or claims for damage relating to the Amenity Facilities or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors ("Board") expressly directs Contractor otherwise, in writing.
- **TERMINATION.** The District shall have the right to terminate this Agreement at any 10. time upon written notice due to Contractor's failure to perform in accordance with the terms of this Agreement, or upon thirty (30) days' written notice without cause. The District shall have the right to elect to terminate section 3.B.vi herein, and section 1 Task 2 of Exhibit A, solely with respect to Janitorial Services (with all other provisions of this Agreement remaining intact) at any time upon thirty (30) days' written notice. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to it at the effective date of termination for the work performed up to that date. Upon termination, the parties shall account to each other with respect to all matters outstanding as of the effective date of termination. Furthermore, upon termination, the District agrees not to employ or otherwise contract with Contractor's Facility Manager for one (1) year from the effective date of termination and/or the expiration of this agreement.

11. INSURANCE.

- **A.** Contractor shall maintain throughout the term of this Agreement the following insurance:
 - **i.** Workers' Compensation Insurance in accordance with the laws of the State of Florida.
 - ii. Commercial General Liability Insurance with limits of \$1,000,000 (one million dollars) applicable to bodily injury, sickness, or death in any one occurrence and \$1,000,000 (one million dollars) for loss or damage to property in any one occurrence.
 - iii. Employer's Liability Coverage with limits of \$250,000 (two hundred fifty thousand dollars).

- iv. Professional Liability Insurance with limits of \$1,000,000 (one million dollars).
- **B.** The District and its staff, consultants, and supervisors shall be listed as certificate holders and additional insured parties on each such policy, and no policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement.

12. INDEMNIFICATION.

- Contractor agrees to defend, indemnify, and hold harmless the District and A. 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 the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor 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 Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor 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.
- **B.** 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.
- 13. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.
- 14. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable

attorneys' fees, paralegals' fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

- 15. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties hereto relating to the subject matter of this Agreement.
- **16. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both parties hereto.
- 17. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of both parties hereto, both parties have complied with all the requirements of law, and both parties have full power and authority to comply with the terms and provisions of this Agreement.
- 18. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

A. If to Contractor: Vesta Property Services, Inc.

245 Riverside Avenue, Suite 300 Jacksonville, Florida 32204

Attn: Dan Fagen

B. If to District: Durbin Crossing Community

Development District

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

Attn: District Manager

With a copy to: Kutak Rock LLP

107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

- 19. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties hereto, and no right or cause of action shall accrue upon or by reason of or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation or other entity other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.
- **20. ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.
- 21. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida.
- **22. EFFECTIVE DATE; TERM.** This Agreement shall be effective October 1, 2022, and conclude on September 30, 2023, unless terminated earlier in accordance with section 10, above.
- PUBLIC RECORDS. Contractor understands and agrees that all documents of any 23. kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Daniel Laughlin ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850, DLAUGHLIN@GMSNF.COM, AND 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

- **24. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.
- 25. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
- **26.** 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.
- 27. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.
- **28. LIMITATIONS ON GOVERNMENTAL LIABILITY.** 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 or law, 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.
- 29. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.
- **30. E-Verify**. The Contractor shall comply with and perform all provisions of Section 448.095, *Florida Statutes*. Accordingly, as a condition precedent to entering into this Agreement, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If the

Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), *Florida Statutes*. Upon such termination, Contractor shall be liable for any additional costs incurred by the District because of the termination. If the District has a good faith belief that a subcontractor has violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District.



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/Vice Chairperson
WITNESS:	VESTA PROPERTY SERVICES, INC.
By:	By:
	Its:
Exhibit A: Scope of Services	

Compensation & Hourly Rates **Exhibit B:**

EXHIBIT A

1. <u>SCOPE OF MANAGEMENT SERVICES</u>

<u>Task 1. – Management and Staffing</u>

The below descriptions provide for a minimum standard for management and operation of the District and staffing for the same. If Contractor believes a different management, operation, and/or staffing structure would be more beneficial to the District, it shall be proposed as an alternate so that the District can evaluate both approaches.

A. <u>General Manager</u>. The General Manager shall:

- Manage all maintenance and recreation operations for the community;
- Manage the entire staff provided by Contractor and ensure mission completion;
- Oversee and ensure continuous and consistent communications for residents (including upcoming parties, board meetings, HOA meetings, property issues, etc.) using social media;
- Manage and execute the maintenance and recreation budget adopted by the District board and provide monthly update of all project expenditures;
- Ensure both Amenity Facilities are kept in pristine condition for residents at all times;
- Report any major issues or cost overruns promptly to the District Manager or the District Board Chairperson;
- Ensure all subcontracts and outside vendor maintenance contracts are executed as described (including but not limited to janitorial, security, lifeguard, lake maintenance, and landscape maintenance);
- Present professional "to the point" updates at each District board meeting to include expenditures, key issues, suggestions for improvements, etc.;
- Train all staff to treat residents with respect;

Contractor represents and warrants that the General Manager has at least 5 years of management experience in a similar environment or community atmosphere, has expansive working knowledge of social media, such as Facebook and email, and Microsoft Word, Excel, and Power-Point, enabling the General Manager to carry out all necessary duties of Contractor in accordance with this Agreement.

- B. <u>Field Operations Manager and Staff.</u> The Field Operations Manager reports directly to the General Manager and shall:
 - Oversee the community landscape contract and aquatic maintenance contract, and ensure that the outside contractors meet all terms and conditions as outlined;
 - Supervise any staff hired by Contractor necessary to perform the Maintenance Manager's duties contained herein;
 - Ensure that all landscape around the community stays in pristine condition at all times;
 - Ensure all trees remain healthy and pruned/trimmed, dead trees are replaced quickly, all shrubs and flowers are kept healthy and replaced as needed, all sod remains healthy and is replaced quickly when needed, ensures all mulched areas are kept clean of debris and trash, ensure all sidewalks are kept free of dog and bird feces, ensure all dog feces boxes are kept stocked with bags, etc.;
 - Consistently monitor all community ponds for algae and seepage/bank issues;
 - Complete emergency repairs to broken sprinkler heads, etc.;
 - Coordinate major repairs (outside of landscape contract) and report to General Manager for approval;
 - Treat all residents with respect;
 - Report professionally at each District meeting with status of all repairs completed and provide suggestions of key items needed to enhance our community;
 - Pick up trash around the community daily;
 - Read water meters with St. Johns County personnel once a month;
 - Maintain both Amenity Facilities and other community properties, parks, common areas, etc.; complete minor repairs to the clubhouses for plumbing, electrical, interior and exterior painting, fence paint touchup, clean gutters, etc.;
 - Responsible for daily repairs and upkeep to all facilities including tennis courts, parking areas, playgrounds, basketball courts, monuments, park areas, clubhouses, volleyball areas, etc.;
 - Repair equipment as able and promptly report the need for any repairs not able to be performed; monitor condition of all doors, adjoining fencing and gates and resolve any problems, either through repairs or adjustments or securing services of door/gate contractor; touch-up painting as needed; control cobwebs and prevent other debris from accumulating on exterior walls; and replace interior lights and air conditioner filters as

needed. (Contractor shall be reimbursed by the District for the purchase of replacement light bulbs and air conditioning filters upon presentation of support for such reimbursement to the District's satisfaction);

- Maintain an up-to-date operations and maintenance manual, complete with current drawings;
- Survey all community light structures weekly and replace as needed or call JEA for replacement of major community lights;
- Monitor all roads for potholes or drainage issues and report to the appropriate groups for repair;
- Report major repairs in a timely manner and ensure contracts are issued quickly and repairs made professionally. These must be approved by the General Manager;
- Pressure wash all pool decks, monuments, hardscape, sports courts and clubhouses at least twice per year, or more often if needed;
- Assess and advise the District of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to "normal wear and tear," "acts of God," or vandalism, and secure cost estimates for same;
- Provide written work-in-progress reports for projects, and provide written amenities and field operations reports and written inspection reports.

Contractor represents and warrants that the Maintenance Manager has at least 5 years of experience maintaining a similar community, apartment or housing complex, or otherwise, and has prior experience managing contractors and licensees, and has experience with landscape maintenance and general facility maintenance in similar scope to the District.

Note: Necessary facility repairs that are beyond the capabilities of Contractor's staff, or which are required due to an emergency for which Contractor does not reasonably have time to respond with its staff, are outside the scope of services. In such instances, Contractor shall obtain quotes from third-parties to perform such repairs, and supervise such repairs after a quote has been approved by the District Manager if the repair is under \$5,000, or by the District's Board of Supervisors if the repair is \$5,000 or above.

- C. <u>Amenity Manager</u>. The Amenity Manager reports directly to the General Manager and shall:
 - Supervise and schedule Facility Attendants, Facility Monitors and Lifeguards;
 - Supervise the Event Planner/Party Coordinator;
 - Develop and administer athletic and cultural lessons, classes, programs and leagues available to the Durbin Crossing community;
 - Field resident questions and concerns regarding the amenity facilities and program;
 - Respond to and document incidents that occur at the amenity facilities;
 - Administer the card access program for residents, guests and others using the District's amenity facilities;
 - Prepare a yearly schedule of lifeguards for the District's approval;
 - Administer temporary suspensions of privileges to use the amenity facilities in accordance with the District's Rules of Procedure.

Contractor represents and warrants that the Amenity Manager has least 5 years of management experience in a similar environment or community atmosphere.

- D. <u>Event Planner/Party Coordinator</u>. The Event Planner/Party Coordinator shall report directly to the Amenity Manager and shall:
 - Receive a set budget to plan parties/events for residents each year. (Examples of events include seasonal events, teen parties, pool parties, fun runs, scavenger hunts, food trucks, wine tasting, polar plunge, parents' night out events, holiday parties, etc.);
 - Provide the District with an event calendar prior to each fiscal year outlining a description of each event, budget for each event, etc.;
 - Plan community parties and events catered to children of all ages and events for adults and seniors, as envisioned by the District or Contract in concerted effort or otherwise; and
 - Coordinate and oversee private rentals of the District's facilities.

Contractor represents and warrants that the Event Planner/Party Coordinator has least 3 years of experience planning and running events as described herein, including proficiency in preparing pamphlets for these events using the appropriate software and media sites.

- E. <u>Facility Attendants.</u> The Facility Attendants shall report to the Amenity Manager and shall:
 - Be responsible for daily upkeep at each amenity center. Typical activities include: picking up trash inside the Amenity Facilities, picking up trash at the volleyball courts, tennis courts, trash bins, playgrounds, playfields, clean trash from the pool, sweep the pool deck, clean cobwebs from the lights, keep the office and conference rooms orderly, etc.;
 - Monitor resident badges using visual confirmation and one employee shall remain in the office at all times during normal business operations. No resident shall enter the Amenity Facilities without visual confirmation from the computer program;
 - Monitor the tennis courts, basketball courts and playgrounds and conduct random access card checks daily to ensure non-patrons are not using the amenities;
 - Set-up conference rooms as requested by paying residents;
 - Clean the refrigerators after each party or event;
 - Assist the party planner as needed during events and for cleanup afterwards;
 - Treat residents with respect;
 - Confront confrontational residents and report issues to the facility manager or to the St. Johns County Sheriff, as appropriate; and
 - Notify the Amenity Manager of repairs as needed.

Between September and April ("Off Season"), there is generally no Facility Attendant present at the North Amenity Center.

Between April and September ("Prime Season"), there shall be one (1) Facility Attendant present at the North Amenity Center during the following hours:

Monday	11:00 a.m. to 7:00 p.m.
Tuesday	Facility Closed
Wednesday	11:00 a.m. to 7:00 p.m.
Thursday	11:00 a.m. to 7:00 p.m.
Friday	11:00 a.m. to 7:00 p.m.
Saturday	11:00 a.m. to 7:00 p.m.
Sunday	11:00 a.m. to 7:00 p.m.

^{*} From Wednesday through Friday, Facility Attendant may be scheduled only as needed.

There shall be at least one (1) Facility Attendant present at the South Amenity Center <u>year round</u> during the following hours:

```
      Monday
      9:00 a.m. to 6:00 p.m.

      Tuesday
      9:00 a.m. to 6:00 p.m.

      Wednesday
      9:00 a.m. to 6:00 p.m.

      Thursday
      9:00 a.m. to 6:00 p.m.

      Friday
      9:00 a.m. to 6:00 p.m.

      Saturday
      9:00 a.m. to 6:00 p.m.

      Sunday
      9:00 a.m. to 6:00 p.m.
```

- F. <u>Facility Monitors</u>. Facility Monitors shall report to the Amenity Manager and shall:
 - Monitor resident badges using visual confirmation and one employee shall remain in the office at all times during normal business operations. No resident shall enter the Amenity Facilities without visual confirmation from the computer program;
 - Monitor the tennis courts, basketball courts and playgrounds and conduct random access card checks daily to ensure non-patrons are not using the amenities;
 - Open the amenity center and prepare it for resident use in the morning, close the amenity center at the end of the day and prepare it for opening the next day, lock all doors at the end of the day and set the alarm;
 - Treat residents with respect;
 - Respond to and document incidents that occur at the amenity facilities;
 - Confront confrontational residents and report issues to the facility manager or to the St. Johns County Sheriff, as appropriate; and
 - Notify the Amenity Manager of repairs as needed.

There shall be at least one (1) Facility Monitor present at the South Amenity Center <u>year round</u> during the following hours:

```
Monday5:00 a.m. to 10:00 p.m.Tuesday5:00 a.m. to 9:00 a.m.; 6:00 p.m. to 10:00 p.m.Wednesday5:00 a.m. to 9:00 a.m.; 6:00 p.m. to 10:00 p.m.Thursday5:00 a.m. to 9:00 a.m.; 6:00 p.m. to 10:00 p.m.Friday5:00 a.m. to 9:00 a.m.; 6:00 p.m. to 10:00 p.m.Saturday5:00 a.m. to 10:00 a.m.; 6:00 p.m. to 10:00 p.m.Sunday5:00 a.m. to 10:00 a.m.; 6:00 p.m. to 10:00 p.m.
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Task 2. – Janitorial Services

Contractor shall perform the following duties in order to maintain the cleanliness of the Amenity Facilities' indoor space and bathroom areas:

- Maintain the general appearance of all indoor spaces by vacuuming carpet, dusting, cleaning all tiled areas and cleaning windows and bathrooms;
- In addition to vacuuming, maintain carpeting by treating stained areas;
- Window cleaning includes window ledges and blinds;
- Bathroom cleaning includes but is not limited to all toilets, bases behind toilets, counters, mirrors and shower stalls. Soap dispensers shall be cleaned and filled when necessary. Paper product dispensers shall be restocked as needed (costs of paper products and soap shall be included in the flat annual fee proposal.);
- Dusting includes window ledges and blinds, furniture, baseboards, countertops and lights;
- Cleaning of tiled areas includes dust mopping, damp mopping and baseboards;
- Storage closets shall be kept in an orderly condition. Equipment and cleaning supplies shall be properly labelled and stored;
- Contractor shall furnish the necessary cleaning equipment and supplies for the provision of the janitorial services described herein. Should extraordinary cleaning services be required (as agreed to in writing by the District Board or District Manager), such as special treatment of carpet stains by an outside contractor, such special janitorial services and/or equipment/supplies shall be billable to the District; and
- Wiping down and cleaning of fitness equipment no less than twice weekly is required; preventative maintenance of fitness equipment is excluded from the scope of Contractor's responsibilities.

<u>Task 3. – Pool Maintenance Services</u>

Contractor shall provide the following duties in order to maintain the District's swimming pools:

- Check pool water quality and complete equivalent to *DH Form 921 3/98 Swimming Pool Report*, as required by Chapter 64E-9.004(13), F.A.C., per site visit;
- Conduct necessary tests for proper pool chemicals as required in order to maintain water quality levels within requirements of Chapter 64E-9.004(1)(d), F.A.C.;
- Operate filtration and recirculation systems, backwashing as needed. Clean all strainers. Maintain pool at proper water level, and maintain filtration rates. Check valves for leaks, as well as other components, and maintain in proper condition;
- Manually skim, brush and vacuum pools as necessary. Maintenance shall be performed at least three (3) days per week, or as needed. It is recommended that the pools be closed on Mondays for super chlorination and algae treatment as necessary;
- Advise the District of any necessary repairs, cleaning, or replacement items required due to "normal wear & tear," "acts of God," or vandalism. Such repairs shall be billed separately, upon approval of the District Board or District Manager;
- All chemicals required for cleaning the pools, including, but limited to, special treatment of stains, metals sequestering, foam removal, oil removal, phosphate and nitrate removal, mustard and black algae treatment, and super chlorination, shall be used as needed and billed separately. Additional service and/or chemicals required due to natural disasters or gale-force winds (or stronger) shall be billed separately as well. The District shall purchase directly, all pool chemicals necessary to comply with the first two Items of this page;
- The Monthly Pool Service Fee Proposal shall include provision of an automated chemical controller provided by Poolsure at no additional cost to the District; and
- These services include providing a dedicated commercial-duty pool vacuum kept on site to provide improved response by on-site staff in the event of emergencies, at no additional cost to the District.

<u>Task 4. – Lifeguard Services</u>

- Contractor shall be responsible for all duties associated with staffing lifeguards at the pool facilities including recruiting, hiring, training, scheduling and supervising all personnel. Contractor shall perform normal lifeguarding duties such as monitoring Patrons in the pool area, responding to first aid situations, enforcement of District rules and policies, and light pool area cleaning including such tasks as cleaning tile, sweeping the deck, straightening pool furniture, wiping off tables in the designated eating areas as needed or requested, and emptying trash cans during down times. Contractor shall at all times be responsible for proper staffing during pool hours in accordance with the schedule provided herein;
- All personnel performing lifeguard duties, and all immediate supervisory personnel, shall be certified in accordance with Florida Statutes and regulations and shall be in full compliance with all relevant Federal, State and local statutes, regulations and rules. Contractor shall provide the District with documentation demonstrating compliance with this section;
- Contractor shall promptly investigate and provide a full written report as to all accidents or claims for damage relating to the pool facilities, including any injuries or damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company or the District in connection therewith. Contractor shall not file any claims with the District's insurance company without first seeking the prior consent of the District;
- Contractor shall comply with all laws, rules, regulations and requirements of governmental agencies governing or otherwise related to the provision of lifeguard services. Further, Contractor shall promptly and in no event less than seventy-two (72) hours notify the District in writing of any orders or conditions of which it receives notice from a governing entity having jurisdiction over the pool facilities. Costs of compliance with such orders or conditions shall be the responsibility of the District; provided, however, that if such requirements are imposed specifically on Contractor's personnel, then Contractor shall be required to bear such expense. By way of example and not limitation, costs to comply with changes in requirements for certifications of lifeguards shall be the responsibility of Contractor; costs to comply with changes in requirements for the Amenity Facilities themselves shall be the responsibility of the District. Recognizing that Contractor may be in possession of information required, Contractor shall cooperate fully and in good faith with the preparation by the District for execution and filing by the District of any forms, reports and returns which may be required by law in connection with the ownership, maintenance and operation of the District's pool facilities. By way of example and not limitation, this includes renewal of permits, the filing of required forms with the Department of Health, etc.;
- Contractor's personnel shall be familiar with all District written rules and policies and shall use their best efforts and sound professional judgment to inform persons using the pool facilities, as appropriate in each situation, of the applicable rules, policies and notices as

may be promulgated by the District from time to time. Contractor shall ensure that its personnel conform therewith and use their professional judgment to enforce said rules, policies and notices while staffing the pool facilities. Contractor assures the District that all third-parties will be dealt with at arm's length, and that the District's best interest will be served at all times; and

- Contractor shall provide a schedule of lifeguards to the District Board of Supervisors for their approval for each fiscal year. If the pool is closed for the day or is closed earlier than the scheduled time (during severe weather events, hurricane preparedness, etc.), Contractor agrees it shall not bill for, nor be due payment for, any hours which are not staffed.



Exhibit B

Compensation & Hourly Rates

Annual Compensation

Facility Manager	\$63,508.00
Field Operations Manager	\$72,224.79
General Manager	\$105,846.67
Facility Attendants & Monitors	\$139,258.28
Lifeguards, Maintenance Technicians,	\$184,633.77
Janitors	
Mobile App	\$2,750.00

Hourly Rates

Lifeguards	\$20.85
Facility Attendants	\$19.61
Facility Monitors	\$19.61



A.





Durbin Crossing September Agenda

 Overview-We are excited to be partnering with Durbin Crossing. Our maintenance team has been working in the Jacksonville and St. Johns County for over 20 years. The Durbin team will be managed by William Dean. William brings over 20 years of experience and has grown with Yellowstone for close to 10 years. William will bring a level of service and dedication that can't be matched.

William will be assisted by Branch Manager Cheyne Solesbee, Operations Manager Garrett Cannady, Business Development Manager Blake Dougherty & Brad Poor, Irrigation Manager's Jack Thompson & Marcus Mozingo, Arborist Gardner Cox, Turf manager Kyle Davis, and Tree/shrub Manager Rae Roberts.

Our team has well over 100 years of experience, and have an extensive knowledge of the current irrigation, and soils at Durbin Crossing. Our foreman and service workers that have been selected to work at Durbin Crossing like William will bring the level of service and dedication that the community can be proud of. We are ready to get started!

- Turf Application- The Chem/Fert team provided wall to wall coverage of the turf throughout the entire community. The purpose of the application was to fertilize, treat weeds with pre & post herbicides, and potential insects. Please see attached spray reports. Follow-up weed treatments will be applied in October.
- Irrigation Audit- Prior to starting all communities our irrigation managers complete a thorough irrigation audit to determine issues, and to become familiar with the system. During this process the team repaired 3 main lines throughout the course of the month. As sample irrigation inspection is attached to the report. The irrigation audit reports will be included in the monthly packet. The proposals will be prioritized based off the severity. A second audit will be required once the irrigation zones and clocks that were inoperable are repaired.
- Irrigation conversion at sports fields-Zach has been working our irrigation manager Jack Thompson on the conversion. Jack has working knowledge of the area and is happy to assist the District.
- Detailing- Our maintenance team helped provide assistance with the detailing. The approved 4-man team worked a total of 120 hours completing weed spraying & pulling, pruning, and bed separation. This is just a start but will help our team catch up come October 1st. You might have seen William working with team and spraying the beds with pre and post weed control additional days.

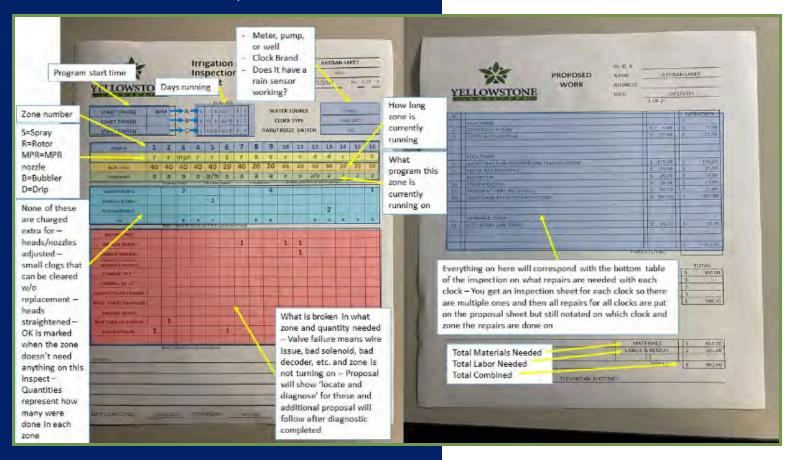
- Bermuda Replacement-Our team is working with District Staff to determine the best approach to the replacement of the Bermuda and installation of the St. Augustine sod. We will be making recommendations for spring, and potentially this fall.
- Storage Unit-Yellowstone would like to install a maintenance shed next to the District storage area. The storage shed will be used to store a utility cart and buffalo blower. This is highly recommended due to the size of the property.

Thank you, and we look forward to our partnership, and moving forward with the community, staff, and District.

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SAMPLE IRRIGATION INSPECTION REPORT

The images below depicts our irrigation report and proposal with what each element contains following a monthly inspection or service call. Inspections are done by our techs on an IPAD and sent to the Account Manager for review before being send to client. Pictures are added, when needed, to reports.







YELLOWSTONE LANDSCAPE

Property Report

Services	performed:
TIENT RITHER	herioitiica*

/	Institut)
(FaMu
`	

Tree/Shrub

	a/a/a/a	
N-4	7/12-9/11	
Date:		

Property: Duction	Crossing

Nortolian, Ricki, Josh,

Technician: Craig, Nick

Type of Service:

Regular

ĊSR

Products Applied

	Ferfilîzer	
Туре	Rate	Total Usage
40-0-0	. 25 co/N/1000	albags
13-0-0	191 Acres	4896
	J	

	insect Control	
Туре	Råfe	Total Usage
Bifen XTS	TozlAcie	336 07
	•	·
		-
	•	

Weed Control

Type Rate Total Usage

Rometsol . 2502 | Acre /202

Speed Zone \$0002 | Acre /1,920 02

Dismissnxt. Youl Acre 192002

Stonewall 44 | How | Acre 528 02

Fungus Control

Type Rafe Total Usage

Notes: Noticed a very large amount of both broadleaf and grassy used
activity through out the property. This will take multiple applications to.
get under control. We did not find any insect or fingus activity at this time.
Some oreas of bermuda gross will need to be replaced due to previous
mole cricket activity. The up coming rains will water in this application
for you. Please allow: 10-14 days for weeds to yellow brown and
begin to die out.

4.

Landscaping Tips from the Pros October Edition





As Saturday and Sunday afternoons at the pool continue to be replaced with watching football on the couch, cooler temperatures are gradually settling in. Winter is coming, and preparing your landscape is vital for a quick and healthy recovery next spring. It's also a good time to freshen things up in preparation for frost damage and some brown, dormant months ahead for your turf.

Below are some tips on making sure your property is not only ready for the cold, but is looking good throughout the upcoming fall season.

Turf Fertilizer

When fertilizing the turf to prepare for winter, the best fertilizer to use is one that is high in potassium. This is the last number listed on the fertilizer label (Nitrogen-Phosphorous-Potassium). Potassium strengthens the turf roots to prepare the lawn for winter. The longer the roots are, the healthier the turf and the less time it will take for it to recover from the winter. It is also always best to use a low to phosphorous-free fertilizer, which has less of an environmental impact on local water sources.

Replenish Mulch

There's nothing like a fresh application of mulch. Now is a good time to replenish your mulch because it acts as a barrier to help lock in moisture and keep the soil temperature warmer. It's also a good time to replenish the mulch because it adds a clean look to your fall and winter landscape. Don't forget that when applying mulch it should be no more than 2-3 inches deep.

Add Some Color

During the fall and winter months, many types of turf grasses turn brown as they go dormant, small trees like Crape Myrtles lose their vibrant colors, and many varieties of perennials will die back for the season.

It's time to add some color! Winter annuals like petunias, pansies, snapdragons and Shasta daisies are all good choices for giving your landscape a lift this winter. If you don't have an annual bed, try making one. Some good locations for annuals are at the base of a large tree, at the entrance of a home or surrounding a back patio.







Date of report: 9-26-2022 Submitted by: Margaret Alfano

FAUCET UPGRADES BOTH FACILITIES / No Board action required:

Faucet shipping was delayed we are hopeful they will arrive prior to our meeting and installed upon arrival.

HVAC REPLACEMENT / SOUTH AMENITY CENTER / Board approval required NTE \$18,500.00:

As the Board requested, we did reach out to additional vendors for bids. We have received an additional bid from A+ AC/Refrigeration in the amount of \$19,627.00. As we prepare our reports, we are still awaiting a bid from McGowan's Heating and Air. We will have all numbers for your review, at our meeting.

PAVILION FLOORING IMPROVEMENT/UPGRADE: Board approval required vendor selection / project approval:

As requested, we did research to find competitive bids on the floor coating of all three of our picnic pavilions. We were able to locate two additional companies, but only one submitted a bid on our project. As you recall our initial estimate from Shark Coatings was \$8,650.00, the second vendor, Floor Grip Medic, LLC, has quoted \$6,270.00. We prefer the color pattern from Shark however, the new vendor does have an acceptable color as well. Their warranty information is compatible as well as their processes. Both companies have scheduling availability and should be able to have all three of our pavilions completed prior to the end of October, pending Board approval.

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



JBE

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DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT Application for New Recreational Programming

Name of Applicant	·	Today's Date:
Street Address:	·	
Home Phone:	Cell Ph	none: Email:
Proposed Programm	ning Title:	
Estimated Program	ming Attendance:	Access Card Number:
Please provide a sl	hort summary of the purpose	of the proposed programming:

Will the proposed p	programming benefit the Distric	t and, if so, in what ways?
II	1	and all the first that and
How will the propo	sed programming utilize the Di	strict's facilities?
Could the managed	nucanomina impada tha Dist	rict's operation of its facilities and amenities and, if so, in what ways?
Could the proposed	programming impede the Distr	ict's operation of its facilities and amenities and, if so, in what ways?
Will the proposed r	rogramming dunlicate or confli	ict with existing programs offered by the District?
win the proposed p	nogramming duplicate of comm	et with existing programs offered by the District:
Could the District i	ncur additional costs as a result	of implementing the proposed programming and, if so, what are those
costs?	near additional costs as a result	of implementing the proposed programming that, it so, what are those
Could the proposed	programming endanger the hea	alth or safety of its participants or District patrons?
Could the proposed	programming damage the Dist	rict's facilities/land or landowners' property?
		ge for compensation from its participants? If so, what amount will
participants be char	ged?	
XX711 .1 1		
Will the proposed p	programming utilize the following	ng facilities (circle all that apply)?
	Swimming pool	Basketball facility
	Patio Kitchen area	Tennis facility Sports field
	Social hall	Tot lot
	Fitness center	Other:

Will the proposed programming require the rental of the amenity facilities?

Please provide a proposed location(s) and schedule, including dates and times, for the programming:
Please read and initial the following statements. Your initial represents you understand and agree with the statement.
Applicant's use of the facilities shall be subject to the rules and policies of the District. Applicant shall be familiar with all such rules and policies and shall be responsible for ensuring compliance with such rules and policies by all program participants.
Applicant's access shall be limited to the facility where the programming takes place and the parking lots serving such facility. No other use of, or access to, the remainder of the District's facilities is permitted without prior written consent of the District through its designee.
Applicant's access shall be limited to the days, times, and uses coordinated and approved by the District's designee.
Applicant shall not have exclusive use of the facilities. Applicant's use of the facilities shall be contemporaneous with the use of the District's facilities by patrons of the District, and Applicant's use shall not interfere with the operation of the District's facilities as a public improvement.
Applicant shall have use of the facilities in their "as is" condition and the District does not warrant nor represent that the facilities are suitable or fit for the purposes requested by Applicant.
Applicant acknowledges that the District may stop any program at any time if the District, in its sole discretion, determines that a dangerous condition exists at the facility where the program is taking place. Applicant acknowledges that weather conditions may affect the use of the facilities at any given time. The District shall have the right to temporarily close the facilities on any given day due to inclement weather, including, but not limited to, rain, lightning, hail, and strong winds. Applicant shall abide by the decision of the District as to the closure of the facilities. Any make up days or times shall be in the District's sole discretion.
Applicant shall obtain an executed release and waiver signed by each of Applicant's participants, members, guests, coaches, staff, regularly associated volunteers, and other associated persons using the facilities and specifically naming the District, and its supervisors, staff and officers. The District shall not be responsible for the personal safety of Applicant's invitees or participants while on District property. Applicant acknowledges and accepts that the District shall not be responsible for personal injury, loss or damage to personal property, vehicles, equipment, or any other losses incurred by Applicant or its invitees or participants whatsoever.
Applicant shall obtain applicable insurance coverage for the programming as required by the District including, but not limited to, Worker's Compensation Insurance, General Liability Insurance, and Employer's Liability Coverage.
Applicant's use of the facilities shall comply at all times with applicable laws, statutes, ordinances, codes, rules, regulations, and requirements of federal, state, county, city and municipal government, and any and all of their departments and bureaus, and all applicable permits and approvals. Upon the District's request, Applicant and all of its staff and volunteers must successfully complete a background check.

I agree to indemnify and hold harmless the Durbin Crossing Community Development District (the "District") and their agents, supervisors, officers, directors, employees, and staff from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity, for 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 use of the District Facilities. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla. Stat.
I have read, understand, and agree to abide by all rules and policies of the District governing the District Facilities. Failure to adhere to the District's rules and policies may result in the suspension or termination of any privileges to use the facility. I also understand that I am financially responsible for any damages caused by my participants, members, guests, coaches, staff, regularly associated volunteers, other associated persons, and me. If requested, I will obtain an event insurance policy naming the Durbin Crossing Community Development District and their agents, supervisors, officers, directors, employees, and staff as additional insured.
Signature of Applicant Date Print Name of Applicant





Date of report: 9-26-2022 Submitted by: Zach Davidson

LANDSCAPING REPORT / No Board action required:

Working with Tallman landscaping, making sure all common areas and ponds are being cut and concerns are being addressed as they arise. Yellowstone has been responsive to all our meeting requests prior to their contract start date. Their detailed report is included in your agenda packets. We appreciate their cooperation and efforts.

SOLITUDE LAKE MAINTENANCE / No Board action required:

Solitude was out this month and treated all ponds. They were very responsive to all issues that arose and treated them within 24-48 hours. We are now working with Solitude to get ponds 14, 45, 38, 39, 14, 13 and 6 scheduled for stocking. Due to scheduling conflicts, there will not be a representative from Solitude in attendance at our September meeting. We are working with them for our October meeting.

STUMP GRINDING / Project Completed.

ADA POOL LIFT CHAIRS / Project Completed.

POOL MARCITE / No Board action required:

Still working with our vendors on a plan and solution to get the marcite issues resolved. We will keep the Board posted as we get more information.

BASEBALL FIELD IRRIGATION UPDATE / No Board action required: Met with JEA on 9/6, to discuss what is going on with the irrigation on the right a way on Islesbrook. After that meeting, I met with Yellowstone to get the required information to get the meter(s) size that we need to get the right pressure to water the areas properly and the address where the meter(s) need to be installed. Now working with JEA, Yellowstone, and the District Staff to get this work done before the county disconnects the water. We will keep the Board posted on our progress. We are encouraged that the Yellowstone Irrigation Manager involved now, was involved in installing this original equipment many years ago.

FIELD OPERATIONS UPDATES / No Board action required:

- Pressure washed/cleaned dumpster gates and corrals at North and South Amenity Centers.
- Continuously cleaning pine needles out of storm drains to help with drainage during storms.
- Treated all crack weeds at North and South on pool deck, paver walkways and parking lots.
- Touched up all zero-entrance post and inspected all post for any safety concerns, also pressure washed all ropes.
- Performed street light ride on 9-16, all concerns have been reported to JEA, preparing for daylight savings time.
- Trimmed long hanging oak limbs on N&S Durbin and Longleaf East and West side per county standards.
- Repainted all trash cans at North and South amenities.
- Pressure washed pavilions top to bottom at North and South Amenity Centers.
- Replaced broken tennis court light timer at South for courts 1 and 2.
- Replace main timer for North tennis courts and timer for court 2. Cost savings \$500.00
- Fixed broken light bracket on monument at St Johns parkway.
- Replaced South Amenity Center mailbox, repainted and applied new compliant numbers.

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





Date of report: 9-26-2022 Submitted by: Danelle DeMarco

WACKY WEDNESDAY

We are always thinking up ways to bring residents and friends together at our beautiful Amenity Center, long after school has started, and everyone's carefree summer days are in the rearview mirror. Wacky Wednesday, on September 7th, was a fun way to break up the week and get a little silly. You may have walked into the South Amenity pool and noticed that things were not quite right. A boot on the ceiling, an upside-down clock, a stuffed dog in a lifeguard suit guarding the pool, a picnic UNDER the table?, and much more. We had some very trained eyes finding all 36 wacky things we pulled off that day. We plan on having a few more of these simple, but very fun, activities in between our Holiday Events.

HALLOWEEN MONSTER MASH AND SPOOKY HOUSE

Sometimes the oldies are the goodies, and they are the most fun to plan! On Friday, October 28th, from 6pm-9pm, we are transforming the South pool area into a beyond the grave rave. Residents are invited to dress up in costumes and spend a spooktacular evening doing the Monster Shuffle, the Time Warp, the Monster Mash, and more. Along with music and dancing, there is going to be a fortune teller using her psychic abilities and her crystal ball to predict futures. She will be promising good fortunes, good grades, and future prom dates. The Sanderson Sisters, from the Halloween hit movie Hocus Pocus, will be making a special appearance, no doubt casting spells and causing mischief. Tasty Dog, aka Franken Weenies, will be serving hot dogs, hot sausages, and more. FotoFusion will be on deck with their mirror photo booth to capture all the costumes and fun for the evening. Of course, Tricks and Treats will be in abundance, as well as the normal surprises that we always have up our sleeve.

Our plans for the Spooky House are still a work in progress and we don't want to tell our secrets quite yet. But, we promise to not disappoint at the Octobers CDD meeting with all the final details. We would also like to thank our sponsors for their financial assistance and support of this spooktacular event.

MESSY ART CLASS

We are excited to introduce a new class to our residents, starting October 7th. Shann Acevedo is a Durbin Crossing resident, has a master's in early education, and 15 years' experience in teaching preschool. She describes her art class as "squishy-gooey messy stuff kids love to get their hands on". Classes are for preschoolers and will be held at the South Amenity Center, mostly on the community field, on Friday mornings. When weather becomes a concern, classes will be moved to indoors and curriculum will change to focus on materials, building, and textures. Classes are \$25 per week and include all materials and take-home projects. We think this class is something kids and parents are going to love!

ON THE HORIZON

We are hard at work planning for the Fall, Winter, and 2022 Holiday Season. We are excited to share the details at our monthly CDD meetings. Stay tuned more Durbin Crossing Memories ahead!

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

