

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, April 24, 2023 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 by telephone
Sarah Gabel Hall	Supervisor
Jason Harrah	Supervisor
William Clarke	Supervisor
Shalene B. Estes	Supervisor

Also present were:

Daniel Laughlin	District Manager
Mike Eckert	District Counsel
Matthew Davis	Special Counsel by telephone
George Katsaras	District Engineer by telephone
Dan Fagen	Vesta/Amenity Services Group
Margaret Alfano	Vesta/Amenity Services Group
Danelle DeMarco	Vesta/Amenity Services Group
Zach Davidson	Vesta/Amenity Services Group
William Dean	Yellowstone
Cheyne Solesbee	Yellowstone
Jon Temple	Tempool
Jon John	Pinch A Penny
Per Sorenson	Pinch A Penny

The following is a summary of the discussions and actions taken at the April 24, 2023 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**

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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 March 27, 2023 Meeting**
- B. Balance Sheet and Statement of Revenues and Expenses**
- C. Assessment Receipt Schedule**
- D. Check Register**

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

The next item was taken out of order.

**Pinch A Penny**

Mr. Eckert stated we have been working through the agreement with Pinch A Penny and they have provided us some comments, we provided some comments back. My understanding is Mr. Davis has also provided some comments today that we will need to talk to Pinch A Penny about. Quite a few were clarifying comments, but there are a couple things that need to be addressed with them. From a big picture standpoint, it would be helpful if Zach can let you know what is being discussed and proposed and we can have a back and forth if the board or Pinch A Penny have questions.

Mr. Davidson stated we are proposing to re-marcite the pool both north and south. I reached out to Pinch A Penny and they were willing to come out here and attend the meeting for any questions we may have. They are willing to help us out with the hot patches, which are the areas we have concerns with. We are working on the agreement trying to get a schedule on paper of when we will be able to do this. My big concern is the zero entrance pool with a couple spots.

Mr. Harrah stated let's summarize where I think we left it last time. Total cost for the south is how much?

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Mr. Eckert stated I think the timing may have changed since last time and that is something to talk about.

Ms. Alfano stated it is \$332,560 for south and \$146,380 for north.

Mr. Harrah stated that does not include improvements to lighting.

Mr. Davidson stated last meeting we wanted to add in the lighting and coping.

Mr. Harrah stated for accounting purposes we need to make sure we take out the extra elements.

Mr. Eckert stated for purposes of just having a record of that so that you can pinpoint which part is the resurfacing which part is the extras.

Ms. Alfano stated the coping at south is broken out separate and that would be an additional cost of \$26,850, that is not in the total I gave you.

Mr. Eckert stated because your contract is over \$200,000 you are going to have to do a payment and performance bond under Florida Statute, which usually is 2 ½% to 3% and that will have to be added on to it and that is in the draft contract.

Mr. Harrah stated the \$505,790 plus the payment and performance bond we don't have to break it out now but for Mike's purposes we have to have what the redo is and then what the extra is. The recommendation is to do south then north, duration of south is approximately 6 weeks, and the best time to do that is November 2023 to April 2024 then move to north.

Mr. Eckert stated we will be approving an amended agreement in substantial form. we increased the price because of the payment and performance bond and authorize the chair to execute it once staff is comfortable with it.

Ms. Hall asked what is the damage on the coping?

Mr. Davidson stated we don't have damage, you have a lot of hollow spots throughout. Last year we did a decent amount of repairs on our coping, now we have a lot more hollow spots I suggest we replace the whole coping while they are there.

Ms. Hall asked are you going to use the CLI Industries product?

Mr. John stated yes, that is all I use.

Ms. Hall asked can you review the limited lifetime warranty?

Mr. John stated on commercial pools we offer 15-year warranty. I can give you a list of pools that I have that are 30-years old commercial pools that are still perfect. Out of 50,000 pools I have not had one lawsuit or one upset customer.

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Ms. Hall asked have you done commercial size pools?

Mr. John stated I have been involved 25 years, Jon and his guys will do most of the work I will be managing and overseeing.

Mr. Harrah asked Matt do you need anything kind of progress reports, photos during the renovation work to assist your efforts?

Mr. Davis stated I appreciate you bringing that up. Any time we are doing any work, especially if there is any repair work before the replacement gets started, if we can have photos, document where it is, provide a written narrative of what the problem was, the date, time, etc. and what was done to repair it and if possible if we can get with Zach or someone else from field ops and retain a sample of the liner that is removed because the thickness of that is going to be one of the prime issues in the litigation. Once we get to wholesale replacement we can get with our expert and talk about sampling from a statistically significant area of the pool when we are pulling it off and that is all stuff that Bret will be able to walk through. That way we can say for example, we pulled this and measured it in ten different places and in all areas of 7 of the 10 it was too thin and therefore we can extrapolate that across the entire pool, that would be helpful. In listening here it doesn't sound like we are getting started on the wholesale replacement until November but if we can document any interim repairs that would be great. We should provide notice of repairs to Epic at least a day or two in advance if we can.

On MOTION by Mr. Harrah seconded by Ms. Hall with all in favor the revised contract with Pinch A Penny entity, in the amount of \$505,790 plus the cost of payment and performance bond was approved in substantial form and the chair was authorized to execute the contract once staff is comfortable with it.

## **FIFTH ORDER OF BUSINESS**

### **Consideration of Suspension of Amenity Privileges**

Mr. Eckert stated the name of the suspendee is Mr. Dolan, the relevant dates are February 13<sup>th</sup> the date of the incident, March 24<sup>th</sup> the notice letter of suspension of amenity privileges was mailed and setting a hearing for today's date. The board has previously been provided with the incident report, copies of the letter of interim suspension as well as your suspension and termination of access policy. The incident in question generally involves operating a vehicle on our recreation fields causing damage to those fields, which fortunately for everybody has since

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healed, but multiple CDD policies were violated, loss or destruction of property, being in the facilities after hours, bringing guests without going through the proper policies, violating basketball court policies because there was also driving on the basketball courts. Then the suspension and access rule that has been violated by failing to abide by rules, by damaging, destroying district property, and having a guest that participates in the commission of those issues. Basically, in general what occurred is beginning at 3:27 a.m. Mr. Dolan and his guest reportedly attempted to enter the north amenity center using an access card, and failed to gain entry due to it being outside permitted entry times, he and his guest ultimately jumped over the fence at the north exit side gate and entered the fitness center, sat on the patio, climbed on equipment in the playground area then exited via vehicle and then subsequently drove to the north recreation field and performed donuts causing damage to the turf and then drove onto the basketball court causing marks on the court. We do have proof of the facts I just read through the district's security system and the access card reader used show that it was assigned to his parents. At this point in time is there anything Margaret wants to add to my description of events and if so, that is fine but my understanding is that Margaret has talked to the resident's parents and they were not anticipating participating in tonight's hearing. This happened under our new policies, and we do have the ability to assess an administrative reimbursement, which is just the cost of our time in preparing the letter.

Ms. Alfano stated that is what transpired, and we are thankful the damage was not permanent.

Mr. Eckert asked do you have a recommendation for the board?

Ms. Alfano stated the family notified us that they could not be here this evening and they have been very cooperative through this whole process. We are recommending a six-month suspension for the individual because this is a second offense, he had something in March 2020 and was suspended for three months. This does not affect the parents or their access to the amenities.

On MOTION by Mr. Harrah seconded by Mr. Clarke with all in favor Cameron Dolan's suspension was extended for six-months from the date of the letter of suspension, March 24, 2023 plus administrative reimbursement of the actual costs incurred.
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**SIXTH ORDER OF BUSINESS****Update on Claims Against Epic Pools****A. Epic Pools' Response to Date**

Mr. Davis stated the only thing new is that Epic did respond and basically said they don't believe they are liable for any breach of contract, they don't agree that they did not install the marcite in accordance with the plans and specs. They have agreed to basically perform warranty work on seven discreet spots within the pool that they identified when they came out and visited. I don't recommend we do that. We are in a position where I'm recommending that we file the suit against them for breach of contract and I don't think it would be a good idea to have someone you are suing back on your property with access to the pool. I don't recommend that. They basically denied any liability leaving us with no choice if we want to recover from them, which is to file a lawsuit.

**B. Authorization to Initiate Litigation Against Epic Pools**

Mr. Clarke asked what risks do we have in terms of out of pocket aside from fees to file the case?

Mr. Eckert stated I don't feel comfortable going into that in an open meeting, but that is something that Matt can follow-up with you on after the meeting.

On MOTION by Mr. Clarke seconded by Ms. Estes with all in favor Mr. Davis was authorized to prepare and file litigation for the claims against Epic Pools.

Mr. Davis stated in the email denying liability Epic's attorney basically referenced that they have rabbit ears out looking for any kind of disparaging comments. Be careful, stick to the truth and say as little as possible. It is a matter that is or soon will be in litigation and you would refer all comments to your attorneys.

Mr. Davis left the telephone conference at this time.

**SEVENTH ORDER OF BUSINESS****Consideration of Amenity Center Fencing Proposals**

Mr. Laughlin stated Margaret has updated numbers and we have renderings from George's office that I will put up on the screen.

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Mr. Alfano pointed out on the renderings the location of the proposed new fencing, sidewalk, retaining wall/seating area, associated prices and position of lighting, and ADA compliant sidewalk at north.

Staff was directed to put the full cost of the fencing, etc. for both north and south into the proposed fiscal year 2024 budget.

The next item taken out of order.

## **NINTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Landscape Maintenance Team - Report**

Mr. Dean gave an overview of the landscape update, a copy of which was included in the agenda package.

## **EIGHTH ORDER OF BUSINESS**

### **Discussion of the Fiscal Year 2024 Budget**

Mr. Laughlin stated we had this on the agenda at the last meeting, we are still waiting on some numbers. We have the Vesta numbers, and they are included in the proposed budget. One of the bigger changes is we have \$100,000 budgeted this year for capital and this will likely change for the budget we presented in May. At this time, it is a proposed 6.87% assessment increase. I do have the Vesta numbers to do that north staffing and that would be about a 12% increase.

The board discussed the capital budget, increased staffing, \$100,000 capital reserve, \$140,000 staffing and \$210,000 for fencing, and litigation legal fees.

## **NINTH ORDER OF BUSINESS**

### **Staff Reports (Continued)**

#### **B. District Counsel**

Mr. Eckert stated with regard to the water meter at the park, the county sent a letter of termination of this agreement in April 2022 to us and in the letter, it said the effective date of termination is 180 days from now, April 2022, or when the County completes the project. Then they asked that a document be signed saying that we acknowledge that we received the letter, but it is a little unclear in terms of whether or not we are acknowledging that the agreement is terminated. I don't know the date the project was completed because it is not our project, it is the County's project. I have been asking them to tell us when the project is completed because I want

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to make sure that we pin them down on that date, so we are not charged for water after that date. One of the county officials wanted Daniel to sign this document and I will send an email to the county tomorrow outlining everything saying we still need you to work with us on letting us use the address and transferring the capacity fees. I think they were upset because we didn't just sign the document and I was not comfortable signing a document that I thought could say we acknowledge the termination date is blank. We will track that down and keep working on that and updating the board.

**C. District Engineer**

There being none, the next item followed.

**D. District Manager**

Mr. Laughlin stated we just received this in the mail, the number of registered voters within Durbin is 4,664.

**E. General Manager - Report**

Ms. Alfano detailed the issues with the communication/sound system and outlined the benefits of a new system that was in the reserve study and in the budget.

Mr. Eckert stated we will build into our contract the assignment of the manufacturer warranties.

On MOTION by Mr. Harrah seconded by Ms. Estes with all in favor staff was authorized to replace the communication/sound system in an amount not to exceed \$32,300.
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**F. Operations Manager - Report**

Mr. Davidson gave an overview of the field operation manager's report and updated the board on the contract for the community park monument repairs after which the board took the following action.



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On MOTION by Ms. Estes seconded by Mr. Harrah with all in favor staff was authorized to complete the community park monument repairs project with G&G Construction in the amount of \$2,600.

Mr. Eckert stated we will send a letter of termination of the agreement with Four Seasons.

### **G. Amenity Manager – Report**

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

## **TENTH ORDER OF BUSINESS**

### **Supervisor’s Requests and Audience Comments**

Ms. Estes asked is it possible to put on the agenda the outlier property that we own and discuss that? I would be interested in finding all the slivers of property that we own as well as confirming a way to secure them indefinitely.

Mr. Eckert stated we have a real property due diligence chart that one of my former colleagues worked on that identifies all the parcels the district owns so we should be able to identify those tracts and slivers so you can see that. We don’t get involved in comp plan amendments and things like that from the CDD perspective but certainly when we own property that might be impacted, that is something that is a concern to the board. I will try to find that chart and get that to you.

Mr. Harrah stated we need to see if we own the property where they put up that large sign.

Mr. Eckert stated I can look and see where it is located and the sign ordinance would be a county issue that they would have to enforce. If it is on our property we can tell them to get it off our property.

Mr. Kinsey stated the current construction on Veterans Parkway is commencing and will last four months. Does the board have a way to improve communication between the construction company and our community. We woke up this morning finding that we can only turn right and go south on Veterans parkway.

Mr. Clarke stated we don’t have anything from the CDD standpoint but the commissioner put something in the St. Johns newspaper talking about how they have been fielding complaints from the construction company. They don’t communicate with us.

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Mr. Harrah stated let’s start with George and have him reach out to the contractor and tell them they have to do their job of giving information of when they are making adjustments to Margaret and she can put it in the newsfeed of things that are happening. If it doesn’t improve come back and let us know and we will write a letter to Commissioner Whitehurst.

Mr. Kinsey stated the sidewalks on the west side of Veterans Parkway, is that under our landscape or the county’s landscaping? The brush and trees have overgrown the sidewalk and impedes the use of the sidewalk.

Mr. Davidson stated the county oversees all the sidewalks. All we maintain is the entrance, the wall and the Bermuda, monuments and beds.

Mr. Kinsey asked prior to the budget being looked at, is it possible to take care of the issues with downsizing the amount of fencing and invest the saved revenue into better video surveillance with automated lighting that will light up the area if there is someone trespassing?

Mr. Harrah stated the problem is there are residents by the north amenity center who may not like the lights.

**ELEVENTH ORDER OF BUSINESS**

**Discussion Regarding Security Matters**

This item tabled.

**TWELFTH ORDER OF BUSINESS**

**Next Scheduled Meeting – May 22, 2023 at 6:00 p.m. at the Durbin South Amenity Center**

Mr. Laughlin stated the next meeting will be held May 22, 2023 at 6:00 p.m.

On MOTION by Ms. Estes seconded by Ms. Hall with all in favor the meeting adjourned at 8:03 p.m.

DocuSigned by:  
*Daniel Laughlin*  
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Secretary/Assistant Secretary

DocuSigned by:  
*[Signature]*  
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Chairman/Vice Chairman