Durbin Crossing Community Development District

NOVEMBER 13, 2023

AGENDA

Durbin Crossing Community Development District

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

November 6, 2023

Board of Supervisors Durbin Crossing Community Development District Staff Call In #: 1-877-304-9269; Code 5818716

Dear Board Members:

The Durbin Crossing Community Development District Board of Supervisors Meeting is scheduled for **Monday, November 13, 2023 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 Minutes of the October 23, 2023 Meeting
- V. Update on Claims Against Epic Pools
- VI. Consideration of Responses to RFQ for Engineering Services (to be provided under separate cover)
- VII. Consideration of Easements and Interlocal Agreement with St. Johns County for Water Meter
- VIII. Discussion of Borland Groover Construction Impact on Landscape & Irrigation
- IX. Discussion of Age Restriction for Amenities
- X. Staff Reports A. Landscape & Irrigation Maintenance Team - Report
 - B. District Counsel

- C. District Engineer
- D. District Manager
- E. General Manager Report
- F. Operations Manager Report
- G. Amenity Manager Report
- XI. Supervisors' Request and Audience Comments
- XII. Next Scheduled Meeting December 18, 2023 at 6:00 p.m. at the Durbin South Amenity Center
- XIII. Adjournment

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

Sincerely,

Daníel Laughlín

Daniel Laughlin District Manager

MINUTES

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, October 23, 2023 at 6:00 p.m. at the Durbin South Amenity Center, 145 South Durbin Parkway, Jacksonville, Florida.

Chairman

Supervisor

Supervisor

Supervisor

Present and constituting a quorum were:

Peter E. Pollicino Sarah Gabel Hall Jason Harrah Shalene B. Estes

Also present were:

Daniel Laughlin Mike Eckert Margaret Alfano Zach Davidson Blake Dougherty Kyle Sanders Several Residents District Manager District Counsel Vesta/Amenity Services Group Vesta/Amenity Services Group Yellowstone Yellowstone

The following is a summary of the discussions and actions taken at the October 23, 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.

Roll Call

SECOND ORDER OF BUSINESS

Mr. Laughlin called the roll.

THIRD ORDER OF BUSINESS

Audience Comments

Ms. MacLeod stated we used to have a crosswalk that went from Castlegate to the development across the street and I noticed on Veterans there are no crosswalks. Are they going to put crosswalks back in where they were?

Mr. Laughlin stated it is not a district project, that is a county project.

Mr. Eckert stated give your information to Daniel and he can follow-up on that.

Mr. Berden stated I am a high school student, and I would like to be able to use the gym as a way to get better in sports. I would love to be able to work out and I will respect the gym equipment.

Mr. Baker stated thank you for giving me the time to speak on behalf of the high schoolers in the Durbin community. I think it is a good idea that high schoolers present their digital school photos along with their amenity key card at the gate when attending the gym to ensure that hardworking high schoolers like myself and Myles and many other student athletes like us have the opportunity to work out without parental supervision. This makes it so that we can work out and build muscle while our parents are busy or at work.

Ms. Hall stated it is very brave of you to stand up and state that you would like to use the gym.

Ms. Berden stated I am one of the parents who had supervised these boys at that gym; they are very responsible and respectful of the equipment and everyone else in the gym.

Ms. Carr stated I'm very involved in middle school sports and I recently met with the president of the middle school sports association and went over budgeting with him and there is a certain amount of money that the association gives to Durbin Crossing to use the facilities for our sports, which surprised me because we have been told many times that can't happen here; there is nothing we can give you and the sports association does not provide anything so internally we are taking money out of own pockets to rent gyms, sports studios, etc. Is that true, do you actually receive money and if so, why are we not able to use the facilities for those things?

Mr. Laughlin stated we do receive money and some of the school sports through that organization, they have gotten approval from the board. There is an agreement and form filled out between the district and that sports organization and there are times there is compensation.

Ms. Carr asked in this specific instance the dance team part of the fees we are paying is compensating Durbin Crossing. We have been told that the facilities are not useable inside/outside anything.

Mr. Laughlin stated I don't know about the dance team; this is the first I'm hearing about that.

Ms. Hall stated I think we can touch on the tennis team, paid some money to use the tennis courts. Are there any other middle school teams that are paying?

Ms. Alfano stated there are only two, the football team Patriot Oaks and Patriot Oaks tennis.

Ms. Hall asked were you looking at the budget as a conglomerate or are you just looking at the dance team budget?

Ms. Carr stated I was looking at the dance team budget and we are not unwilling to pay money to use the facilities. To use what is here would be amazing rather than driving 25 minutes to drop our kids off, but that was never presented as an option to me.

Ms. Hall asked what facility are you interested in using?

Ms. Carr stated indoor would be best. Obviously, there is a lot going on, the community is full and there are not a lot of options. I was surprised to see that in the budget, and I would like you to look into it.

Ms. Hall stated talk to Margaret about the logistics and see if it is possible or not.

Ms. Alfano stated the association does not pay anything to the district for dance team it is only for the two sports that have gone through that process. If you saw something in the dance team budget for Durbin, none of those funds come to the district.

A resident stated also there was an issue with insurance, if we use the space, we need insurance.

Mr. Eckert stated anybody who comes on the district facilities we usually require an indemnification agreement if someone gets hurt or something happens as a result of the activity that is going on that the district is indemnified. We also typically require that there be insurance so if there is an issue that comes up and someone goes get hurt, we have an insurance company deal with that not the district board, which only has funding from residents' money. There are other legal protections we have built into that as well. There is also a waiver that we require. It has to be an organization it can't just be someone who wants to teach basketball as an example.

Mr. Anturez stated I am a coach and have been coaching flag football for nine years, I have a roster of 30 kids who are residents and if they want to go to the park and learn I will teach. I have been warned that I can't do that. I'm trying to find options.

Mr. Eckert stated it is part of what is on the agenda in terms of dealing with sports team usage of open green space. The comment is on point it is an agenda item. We have gone through this before and the problem when you do not have an association for us to contract with is when somebody gets hurt, when a kid goes missing. Those things do happen at other districts we have worked with. If you don't have insurance, indemnification waivers signed by the parents, it put the rest of the residents in a very awkward position if we end up in that kind of litigation. That is why it is important for me to have that agreement. We are going to talk about that more later in the agenda.

Ms. Baker stated I want to bring to your attention that I have also been coming to the gym. The boys want to come to the gym, but I have dinner to make and things. For mental health purposes it helps them to get out and get fit. We are hoping you can consider letting the freshmen use the gym.

FOURTH ORDER OF BUSINESS Approval

Approval of Consent Agenda

- A. Approval of Minutes of the September 25, 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.

FIFTH ORDER OF BUSINESS

Discussion of Borland Groover Construction Impact on Landscape & Irrigation

Mr. Laughlin stated we had a meeting last week with Borland Groover, Allwhite, the irrigation team and staff and Supervisor Estes. They seemed agreeable to working with us. The plans we originally received were changed from the most current ones and they are drafting a plan that will show the work they have planned so we can look at that and see how that affects our irrigation. The team was onsite and pointed out a lot of the issues we have.

Mr. Harrah stated they want our contractor to make the repairs and they are going to pay for it.

Ms. Alfano stated they have not paid for it yet. We have incurred approximately \$4,000 in repairs due to their destruction of that area. That main line is currently capped and everything we have is being watered. Moving forward to the turn lanes and different access points to their facility as well as the common ground landscape county easement that we maintain, we are looking at \$53,000 for that irrigation work. They seemed agreeable to those costs, but we have nothing in writing, and we are waiting for that official site plan to make sure we are all working off the same document.

Mr. Harrah asked should we put those costs in writing and send it to them?

Mr. Eckert stated I think it should come from Daniel's office first working with Vesta and I would only get involved in the event there was pushback that we didn't think was reasonable.

Ms. Alfano stated since the site plan has changed, we are waiting to make sure the estimate is off the final document.

SIXTH ORDER OF BUSINESS Discussion of Sports Team Usage of Open Green Space

Mr. Eckert stated we have been struggling with a couple different issues: using lands for activities it was not designed for and we have four passive park areas, on Lorriston, Fenton, between 106 Telford Drive and Wellwood Avenue and another on Longwood Street. These are passive parks that were designed as such; there is no buffer between them and the houses, there is no parking, it was never designed for organized sports activities where people come and have organized practices and things like that. We also have recreation fields at Durbin Crossing North and Durbin Crossing South that were designed for that. They have parking lots and restroom facilities. The parking lots provide a measure of safety when people are parking and walking between cars. Rather than trying to deal with everything at once I was going to suggest to the board that we focus on the passive parks first and figure out what your policy is going to be, and we will move on to the recreation centers in a couple months after we get through this. My recommendation as stated in the email is basically because there are no buffers, they weren't designed for parking, there are no restroom facilities, organized athletic facilities could damage the turf, the irrigation and curbing as well as interferes with the enjoyment of the property by the residents who live immediately adjacent to and don't have any buffers. My recommendation was for these parks to not permit organized athletic activities; sports teams to set up practices, these areas were not designed for it. I'm recommending that the board consider not giving staff discretion just saying these are passive parks, they are not for organized sports leagues to come and just use because they are not designed for it. It is a policy decision for the board, but from a legal standpoint I have some concerns when you are using something which really isn't its intended purpose when it wasn't designed to be used for that purpose.

Mr. Harrah stated the passive parks are typically neighborhood parks. It is for the people who live there to enjoy that park. The issue we are having is groups like flag football, I-9, whoever it is they have games at the schools but they need somewhere to practice, and they are not getting the schools for the practices so the parents say there is a park by my house just come here and we will have our practices two days a week. It wouldn't be noticeable with six or seven kids out there, but they have all the parents lined up in their cars in the grass waiting for an hour for that practice to happen. They make it so obvious that staff are getting phone calls about it.

Mr. Pollicino stated this is really sad because I get it, kids want to play and practice, and it is sad that parents are so desperate for green space in St. Johns County that they resort to using these little parks and parking on the sidewalk. The bigger message is you need to contact your county commissioners and demand that we need more green space in this county because parents are desperate to use these parks, parking on curbs and no bathrooms. It is unacceptable. The board is in a position based on advice of counsel that we just can't have these kids playing in these parks, no sidewalks, no curbs, no restrooms and houses around those parks are calling us about it.

Mr. Eckert stated we have always treated all recreation areas the same even though they were not designed the same and we have said any organized sport that wants to use our facilities has to fill out the application, go through an agreement process but people have been using these other areas for something they were not designed for. My recommendation is let's stick with how things were designed by the architect of the community. Let's deal with these four areas first and in a couple months let's see what improvements we can make to our policies and procedures dealing with the north amenity center and the south amenity center to address all the different concerns that we have had in terms of wanting more use and also making sure that people who are paying Durbin CDD fees aren't shut out using their facilities because it is being used by people who just come in and not played by the rules and not entered into agreements.

Mr. Harrah stated it doesn't mean that kids from the neighborhood can't ride their bikes to the park and play ball, it is just organized teams we can't have.

Mr. Eckert stated I recommend that we work with Margaret's staff. The main thing I'm looking for from the board is if you agree with the recommendation, which is no organized athletic activities in those four neighborhood parks, then we will work with a board member or Margaret to come up with some appropriate signage, have that out there, then we are going to have to enforce it too. At the end of the day if we have a resident who is running an I-9 sports team and refuses to acknowledge the fact that those areas aren't supposed to be used for that then we have some choices to make in terms of suspending that person's amenity privileges because they are not paying attention to the rules. If it is someone who is not a resident, we are going to call the sheriff to say this person is trespassing, they don't have the right to use this facility for this purpose. I'm hopeful that there will be an education part of this that staff works to let the community know that this is what they are designed for, so we don't have to go down that road with some people, but we have to be prepared to do that; if we have a policy we ought to enforce it.

Ms. Hall asked can we also draft a letter to organizations that we know are violating?

Mr. Eckert stated yes, that is one of the things that is suggested. That is part of the education program, it is for both residents and organizations.

A resident asked what is the main issue? Are cars the main issue? Can kids just ride their bikes?

Mr. Pollicino stated it is not just the cars, it is the organized sports on these parks that poses a liability.

Mr. Harrah stated no one is going to say anything about ten kids who happened to be out there playing flag football, throwing the football. Dad doesn't have a red coaches shirt on, it is just a flag football game.

Mr. Anturez stated the parents ask me to be out there. They ride their bikes, I think we have had two cars out there, but one of them is literally three doors down so I just park at his house because I was told don't block the roadway. They ride their bikes and I bring flags and stuff.

Ms. Estes asked are you being paid for that?

Mr. Anturez stated no. I'm friends with all the parents and all the kids I have coached at one point or another.

Mr. Harrah stated I don't have a problem with a dad that lives in the community that has 10 kids come out and set up end zones and plays flag football. If there is a group like I-9 or whoever charging each parent \$200 or whatever and they don't have any place to practice so they use our

parks until they get run off. There are cars parked all over the road waiting on their kids to finish practice.

Mr. Hablas stated I agree with everything that has been suggested and the policy to be adopted to restrict the use to residents for non-organized, non-paid activities. We live very close to south, and our kids are up here all the time. They ride their bikes and play soccer and do all these types of things. That is in line with what you are discussing, and I want to voice my support of that.

A resident stated I live near one of the neighborhood parks and there are consistently more than one or two cars. I have taken pictures of them. My mother who lives in this community has almost gotten run off the road because of people speeding around the corners when there are all these cars parked. It is more about the liability associated with these things than just the kids being able to play in the field. There are at least eight cars parked on the field. I'm supportive of the restrictions the lawyer laid out.

Mr. Harrah stated if we adopt this policy, we are adopting these covenants for the neighborhood passive parks. This is giving Margaret the authority that if she goes out there and sees I-9 shirts and a coach she can say you can't do this, we have a policy. We are going to have a sign with a QR code that they can see the policies. If it gets controversial then they can call the non-emergency number for St. Johns County Sheriff and ask them to be trespassed from the site.

Mr. Eckert stated the only exception would be if the person identifies themselves as a resident and they are the ones running the organized activity for I-9 Margaret has the alternative to take the person's name and bring that back to the board rather than calling the police and the board can decide whether to suspend the amenity privileges of that individual who refused to leave as well as his household.

Ms. Alfano stated certainly this topic is multifaceted and affects different people in different ways. As board members you represent families that have young children and families who don't. The families who have amenity cards and the families who don't. It goes deeper than eight or ten children on a team. I would hope that education and getting the word out about this would be achieved through the newsletter and app and all the communication tools that we have. It is a little disheartening for me to sit here when these areas are being taken advantage of and working on the calls of people being upset that these things are taking place, there are tents, benches, every Monday every Wednesday, etc. that affect the residents who live in the non-

buffered, no parking, etc. It is hard to plan a Halloween event we have coming up on Friday and then go to the park and say I have to call the police on you because you are operating outside the policy. It is a double-edged sword, I just want to say that I hope our education process and the board's wishes will be adhered to by the residents. I have talked to some I-9 dads, but they say, do you want to play with eight of your friends, it has nothing to do with I-9. It goes on and on. I hope that it can be met with the intent that is there.

Mr. Harrah stated if you see that there are six or seven kids and a man in a white tee-shirt and they have flags and cones set up, I don't think we want to pull drivers' license and check that. Common sense has to prevail so if you see that, and they don't have a coach shirt on and there are no cars parked and no benches or pavilions set up then we have to let it be. If they are organized and the parents are all sitting out in chairs, they are making it abundantly clear and we have no choice but to call the police.

Ms. Estes stated I think over time they will become aware of what we are trying to do.

Mr. Pollicino stated the key is not if the coach is getting paid because some coaches are volunteers. The question is, is this part of a paid organized league. If they answer is yes, then that falls into organized sports.

Mr. Harrah stated if a dad is out there with six or seven kids and they are throwing the ball with no resemblance of an organized sport I don't think it is Vesta's responsibility, I don't want them policing that.

Mr. Pollicino stated if there are no cars, if it is kids and a couple of bikes in the park that is what is there for. If it is cars and benches and whistles and flags that is something different.

Ms. Alfano stated a community is built for this but as it grows there are new demands on it.

A resident asked just to clarify, does this policy encompass the school teams as well that might need some practice space?

Mr. Harrah stated we are talking about neighborhood parks beside someone's house not the north and south amenity fields. If six kids from Patriot Oaks want to practice, I don't think Margaret is going to police that but if they are there in Patriot Oaks gear and the parents are set up in chairs all around with a canopy to get out of the sun, that is a problem.

Ms. Hall stated I don't know the size of these parks but if they are really small shouldn't there be a number? Organized sports look like six or more kids with parents and cars. This is how

we deem organized sports. Could there a max capacity for these parks because that might just put an end to it?

Mr. Harrah stated our green space fields, you can be 8 years old, not accompanied by an adult and you can have five guests.

Ms. Estes stated I'm happy to work on signage.

On MOTION by Mr. Pollicino seconded by Ms. Hall with all in favor a policy that no organized sports will be allowed in the four specific neighborhood parks was adopted and Supervisor Estes was authorized to work with staff on signage.

Ms. Hall stated we need to pressure the school to open up their amenities to the residents. There are teams that dominate Veterans and maybe there needs to be open fields available and that is something the community needs to address because they are leasing their fields to one organization and then there is no place to play.

SEVENTH ORDER OF BUSINESS Discussion of Patriot Oaks Tennis Team Court Usage

Mr. Laughlin stated we have the request to use the tennis courts; they have used it in the past. I believe they agreed to a \$500 payment.

Ms. Alfano stated they are requesting to use it again January through April. If the board approves, we will ask counsel to draw up the agreement with waivers and insurance. The same as we have done in the past.

Mr. Harrah stated it is not peak hours for typical tennis usage.

Ms. Alfano stated as we do with the swim team, we make sure there is some residential use available. They have requested last year and this year again just for their match times that they use all four courts, but for practices they use three courts.

On MOTION by Mr. Harrah seconded by Ms. Hall with all in favor the request of Patriot Oaks Tennis Team to utilize the tennis courts was approved.

EIGHTH ORDER OF BUSINESS

Discussion of Patriot Oaks Crosswalk

This item was tabled.

NINTH ORDER OF BUSINESS

Discussion of Age Restriction for Amenities

Consideration of Easement Encroachment

Request – 352 Welbeck Place

This item was tabled.

TENTH ORDER OF BUSINESS

This item was tabled.

ELEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-01 Amending the Fiscal Year 2023 General Fund and Capital Reserve Fund Budgets

Mr. Laughlin stated we do this at the end of each fiscal year to amend the budget line items for increases and decreases.

On MOTION by Mr. Harrah seconded by Mr. Pollicino with all in favor Resolution 2024-01 was approved.

TWELFTH ORDER OF BUSINESS Authorization to Issue RFQ for Engineering Services

Mr. Laughlin stated we have a copy of the RFQ and scoring criteria in the agenda package.

Mr. Harrah stated I work with all these firms and will abstain from discussion and voting on this matter.

Ms. Estes stated I have to do the same.

Mr. Eckert stated this is an administrative exercise to approve the RFP and the criteria. We are not voting to give a competitive advantage or disadvantage to any one particular firm. I believe you can vote on this but recuse yourself from the discussion and voting on the ranking of the firms that submit and the negotiations for contracts with them. There is no conflict for either of you to vote on this today.

On MOTION by Mr. Pollicino seconded by Mr. Harrah with all in favor staff was authorized to notice an RFQ for engineering services.

THIRTEENTH ORDER OF BUSINESSStaff Reports

A. Landscape Maintenance Team - Report

Mr. Dougherty gave an overview of the landscape maintenance team report, copy of which was included in the agenda package.

B. District Counsel

Mr. Eckert stated in regard to the interlocal agreement and easement for the water meter, we are still waiting to hear back from the county attorney. We provided that to them along with the sketch and legal and we are waiting to hear back. I will follow-up with them this week.

When we have supervisors request I think it would be helpful to staff if the board expresses a consensus at the board meeting where the request is made when you are going to tell staff to spend 10 to 20 hours on something, making sure it is how the board wants staff to spend that time, just simply that is hours not spent on doing other things, in the future when we have those types of things just make sure the whole board wants to do it before that the time is expended. You are making a decision as a board as to how you want staff to spend their time.

C. District Engineer

There being none, the next item followed.

D. District Manager

There being none, the next item followed.

E. General Manager - Report

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

On MOTION by Mr. Harrah seconded by Ms. Hall with all in favor the proposal for holiday lighting from M&G in the amount of \$11,500 was approved subject to district counsel preparing the agreement.

F. Operations Manager - Report

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

G. Amenity Manager – Report

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

FOURTEENTH ORDER OF BUSINESS Supervisor's Requests and Audience

Comments

Ms. Hall stated a resident who lives at 101 Chatsworth mentioned when you pulled the hollies out there is a lot of road noise from Durbin South Parkway.

Ms. Alfano stated we left doorhangers on all five houses that were directly adjacent, and I didn't hear from anyone. I can follow-up with them. Due to the curb to sidewalk area, there wasn't another vegetation that went from ground up, magnolias did but they would be too big for that space. Ligustrum is another tree I thought would be great there but then you have the trunk then the vegetation. We are hoping the grasses will help.

A resident stated a suggestion on the gym, Ms. Hall had a great idea of 14-year-olds getting out of middle school, bring the paperwork up and sign a waiver. You have a lot going on with Borland Groover but make sure they replace the tree berm.

Ms. Estes stated they have a landscape plan and there is an undisturbed setback that is required. At that point it is private property. Anything we put in the right of way is at our own risk.

Ms. Alfano stated I want to apologize to the dance team; they did reach out to me and we were never able to pull it together.

FIFTEENTH ORDER OF BUSINESS

Next Scheduled Meeting – November 13, 2023 (a) 6:00 p.m. at the Durbin South Amenity Center

Mr. Laughlin stated the next meeting will be held November 13, 2023 at 6:00 p.m. at the same location.

On MOTION by Ms. Estes seconded by Ms. Hall with all in favor the meeting adjourned at 8:24 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SIXTH ORDER OF BUSINESS

DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT

DISTRICT ENGINEER PROPOSALS

COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 25 Points) Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc. 2) Consultant's Past Performance (Weight: 25 Points) Past performance for other community development districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc. 3) Geographic Location (Weight: 20 Points) Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project. 4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points) Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc. 5) Certified Minority Business Enterprise (Weight: 5 Points) Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none. 6) Recent, Current and Projected Workloads (Weight: 5 Points) Consider the recent, current and projected workloads of the firm. 7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points) Consider the desire to diversify the firms that receive work from the District; etc.

Durbin Crossing Community Development District Request for Qualifications –Score Sheet

Proposer	Ability and Adequacy of Professional Personnel (25 Points)	Consultant's Past Performances (25 Points)	Geographic Location (20 Points)	Willingness to Meet Time and Budget Requirements (15 Points)	Certified Minority Business Enterprise (5 Points)	Recent, Current, and Projected Workloads (5 Points)	Volume of Work Previously Awarded to Consultant by District (5 Points)	Totals

SEVENTH ORDER OF BUSINESS

Prepared by and after recording return to: Michael C. Eckert Kutak Rock LLP 107 West College Avenue Tallahassee, FL 32301

Parcel ID No.: 0096350006; 0096349998

------ (Space above this line for recording data) ------

EASEMENT

THIS EASEMENT ("Easement") is made and granted this _____ day of ______2023, by ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida ("County" and "Grantor"), and DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government of the State of Florida created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes ("CDD" and "Grantee").

RECITALS:

A. County is the fee simple owner of certain real property located in St. Johns County, Florida as more particularly described in <u>Exhibit A</u> attached hereto (the "County Property").

B. County wishes to grant CDD an easement over a portion of the County Property described in <u>Exhibit B</u> attached hereto (the "Easement Area").

WITNESSETH:

For and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, receipt of which is hereby acknowledged, County does hereby authorize the use of and hereby grants to CDD, its successors and assigns, a non-exclusive easement across the Easement Area for the purpose of ingress and egress to and installing, maintaining, repairing, refiguring, or reconstructing reclaimed water utilities and associated facilities within the Easement Area.

County may continue to use the Easement Area for any lawful purposes that does not unreasonably interfere with the easement rights granted herein.

The use of the easement granted herein does not run to the public and no rights hereunder are granted or approved except for the purposes and use by CDD, and its agents, successors and assigns for the uses and purposes stated herein.

CDD will, at its sole cost and expense, restore the surface of all disturbed areas on the Easement Area to its original condition as near as is reasonably practicable, the damage or disturbance to which shall have been occasioned by the maintenance, operation, repair,

inspection, replacement or removal of the reclaimed water utilities and associated facilities within the Easement Area or other exercise by CDD of its rights under this Easement.

CDD shall have the right and authority to clear the Easement Area of trees, roots, limbs, vegetation, or other physical objects which endanger or interfere with the safe or efficient installation, operation, or maintenance of CDD facilities existing within the easement.

This Easement may be terminated without cause upon either the County or the District providing at least one hundred eighty (180) days' advance written notice to the other party of such termination. Such written notification shall indicate that either the County or the District intends to terminate this Easement one hundred eighty (180) days from the date of notification (unless a date greater than one hundred eighty (180) days is specified). After such time period has passed, either party may record a notice of the termination of this Easement in the Official Records of St. Johns County, Florida.

By delivery and acceptance hereof, the parties and their successors intend to and shall be bound by the terms and conditions hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor and Grantee have authorized and caused the execution of this instrument effective as of the date first above written.

GRANTOR:	
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ATTEST:

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Clerk of the Board of County Commissioners of St. Johns County, Florida	Chair
SEAL	Date:

GRANTEE:

ATTEST:

DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT

Peter Pollicino Chair, Board of Supervisors

Secretary, Board of Supervisors

)

STATE OF FLORIDA

COUNTY OF _

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Peter Pollicino as the Chair of the Board of Supervisors for the Durbin Crossing Community Development District, and who has acknowledged that he executed the same on behalf of the Community Development District and that he was authorized to do so. He is personally known to me or has produced ______ as identification.

In witness whereof, I have hereunto set my hand and official seal.

Notary Public, State of Florida

Printed Name

EXHIBIT A

COUNTY PROPERTY

Islesbrook Parkway, Parcel S (Community Park) and Parcel T (Community Park) as shown on the plat of Durbin Crossing South Phase 1, as recorded in Map Book 59, Pages 73 through 100 of the Public Records of St. Johns County, Florida.

EXHIBIT B

EASEMENT AREA

[to be prepared by District Engineer]



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September 26, 2023 Page 1 of 2 Work Order No. 23-359.00 File No. 129G-22.00A

Irrigation Easement 1

A portion of Community Park Parcel T, as depicted on Durbin Crossing South Phase 1, recorded in Map Book 59, page 73, of the Public Records of St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Easterly most corner of Lot 79, said Durbing Crossing South Phase 1, said corner lying on the Northerly right of way line of Islesbrook Parkway, a variable width right of way as presently established; thence North 39°40'21" East, along said Northerly right of way line, 85.66 feet to the point of curvature of a curve concave Southeasterly having a radius of 285.00 feet; thence Northeasterly, continuing along said Northerly right of way line and along the arc of said curve, through a central angle of 36°05'48", an arc length of 179.55 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of North 57°43'15" East, 176.60 feet.

From said Point of Beginning, thence North 14°13'51" West, departing said Northerly right of way line, 8.00 feet to a point on a non-tangent curve concave Southerly having a radius of 293.00 feet; thence Easterly along the arc of said curve, through a central angle of 15°03'21", an arc length of 76.99 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 83°17'49" East, 76.77 feet; thence South 89°10'30" East, 197.10 feet; thence North 02°05'54" East, 10.40 feet; thence South 87°54'06" East, 36.00 feet; thence South 02°05'54" West, 9.49 feet to a point on a non-tangent curve concave Northerly having a radius of 392.00 feet; thence Easterly along the arc of said curve, through a central angle of 27°30'18", an arc length of 188.18 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 75°42'50" East, 186.38 feet; thence North 30°40'14" West, along a non-tangent line, 9.59 feet; thence North 59°19'46" East, 36.00 feet; thence South 30°40'14" East, 9.59 feet to a point on a non-tangent curve concave Northwesterly having a radius of 392.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 04°58'21", an arc length of 34.02 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 54°12'41" East, 34.01 feet; thence North 38°16'30" West, along a non-tangent line, 12.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 380.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 02°24'45", an arc length of 16.00 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 50°31'08" East, 16.00 feet; thence South 40°41'15" East, along a non-tangent line, 12.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 392.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 07°28'55", an arc length of 51.19 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 45°34'17" East, 51.15 feet; thence South 48°10'10" East, along an non-tangent line, 8.00 feet to a point lying on said Northerly right of way line of Islesbrook Parkway; thence

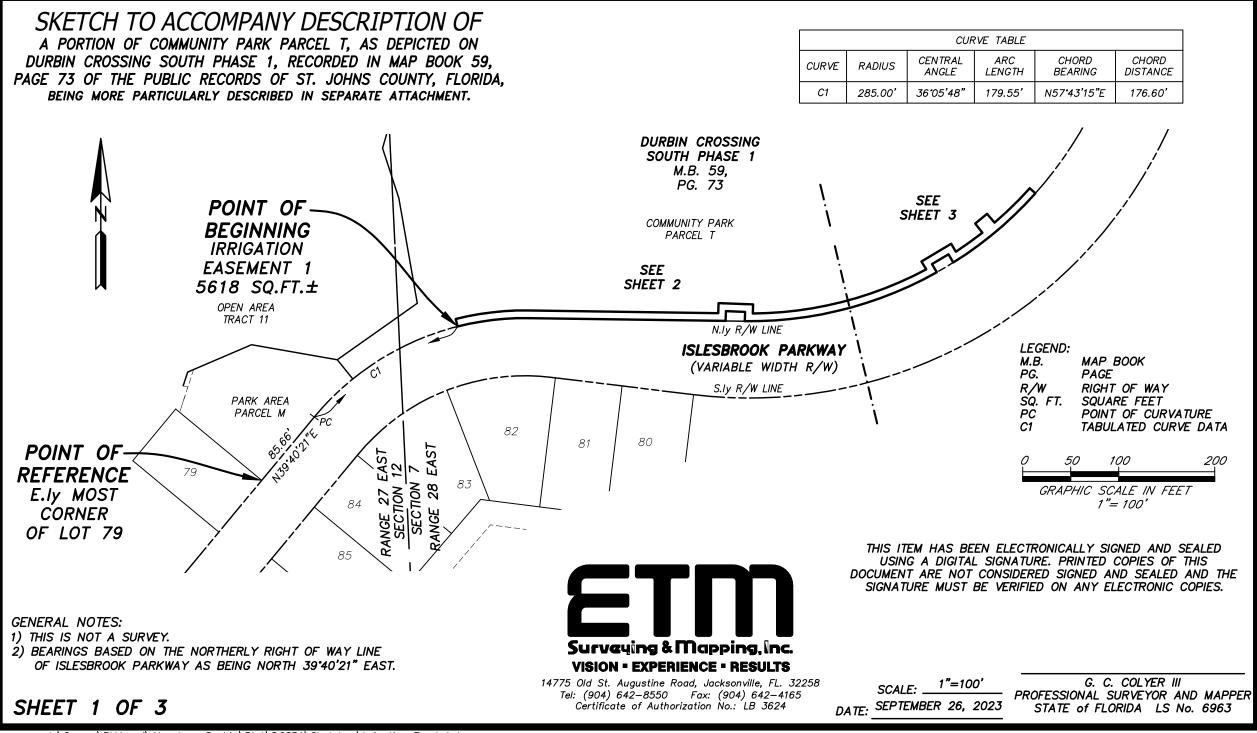
Jacksonville | Orlando | Ormond Beach

September 26, 2023 Page 2 of 2

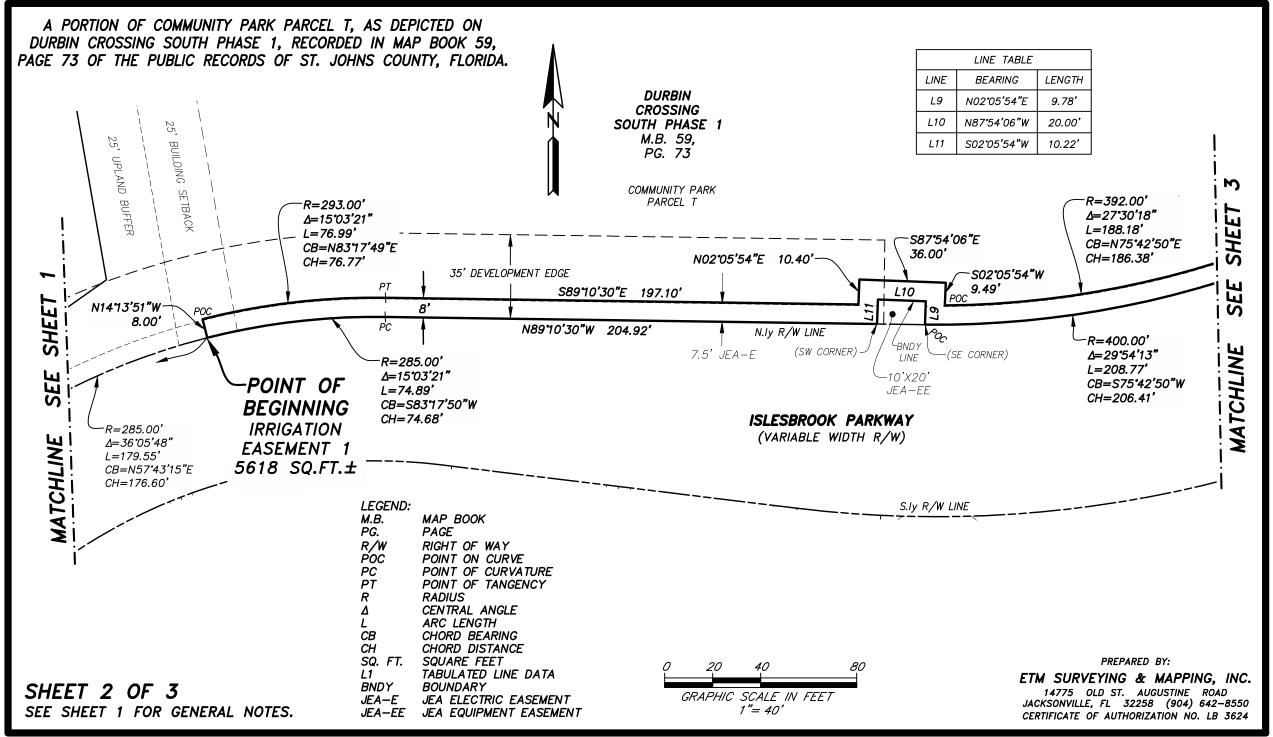
Irrigation Easement 1 (continued)

Southwesterly along said Northerly right of way line and along a non-tangent curve concave Northwesterly having a radius of 400.00 feet, through a central angle of 16°03'59", an arc length of 112.16 feet to the Easterly most corner of that certain 10 foot by 20 foot JEA Equipment Easement as depicted on said Durbing Crossing South Phase 1, said arc being subtended by a chord bearing and distance of South 49°51'49" West, 111.80 feet; thence along the boundary line of said 10 foot by 20 foot JEA Equipment Easement, the following 3 courses: Course 1, thence North 30°40'14" West, departing said Northerly right of way line, 9.87 feet; Course 2, thence South 59°19'46" West, 20.00 feet; Course 3, thence South 30°40'14" East, 9.87 feet the Southerly most corner of said 10 foot by 20 foot JEA Equipment Easement, said corner lying on said Northerly right of way line; thence Westerly along said Northerly right of way line and along a non-tangent curve concave Northerly having a radius of 400.00 feet, through a central angle of 29°54'13", an arc length of 208.77 feet to the Southeast corner of that certain 10 foot by 20 foot JEA Equipment Easement as depicted on said Durbing Crossing South Phase 1, said arc being subtended by a chord bearing and distance of South 75°42'50" West, 206.41 feet; thence along the boundary line of said 10 foot by 20 foot Equipment Easement, the following 3 courses: Course 1, thence North 02°05'54" East, departing said Northerly right of way line, 9.78 feet; Course 2, thence North 87°54'06" West, 20.00 feet; Course 3, thence South 02°05'54" West, 10.22 feet to the Southwest corner of said 10 foot by 20 foot JEA Equipment Easement, said corner lying on said Northerly right of way line; thence North 89°10'30" West, along said Northerly right of way line, 204.92 feet to the point of curvature of a curve concave Southerly having a radius of 285.00 feet; thence Westerly along the arc of said curve, through a central angle of 15°03'21", an arc length of 74.89 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South 83°17'50" West, 74.68 feet.

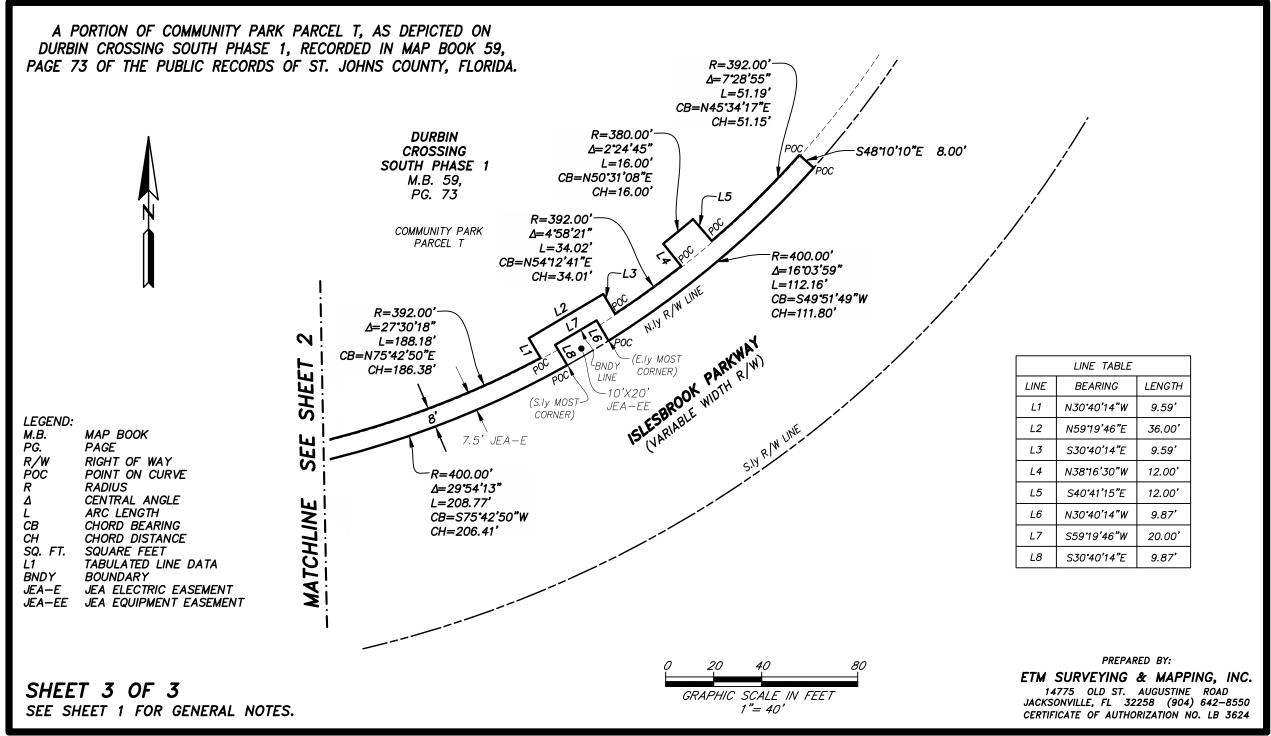
Containing 5618 square feet, more or less.



CAD_FILE: I: \Survey\RMAproj\Aberdeen-Durbin\Plat\DCSP1\Sketches\Irrigation_Esmt_1.dwg



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DRAWN BY: ASH ORDER NO.: 23-359.00 FILE NO.: 129G-22.00A



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September 26, 2023

Work Order No. 23-359.00 File No. 129G-22.00B

Irrigation Easement 2

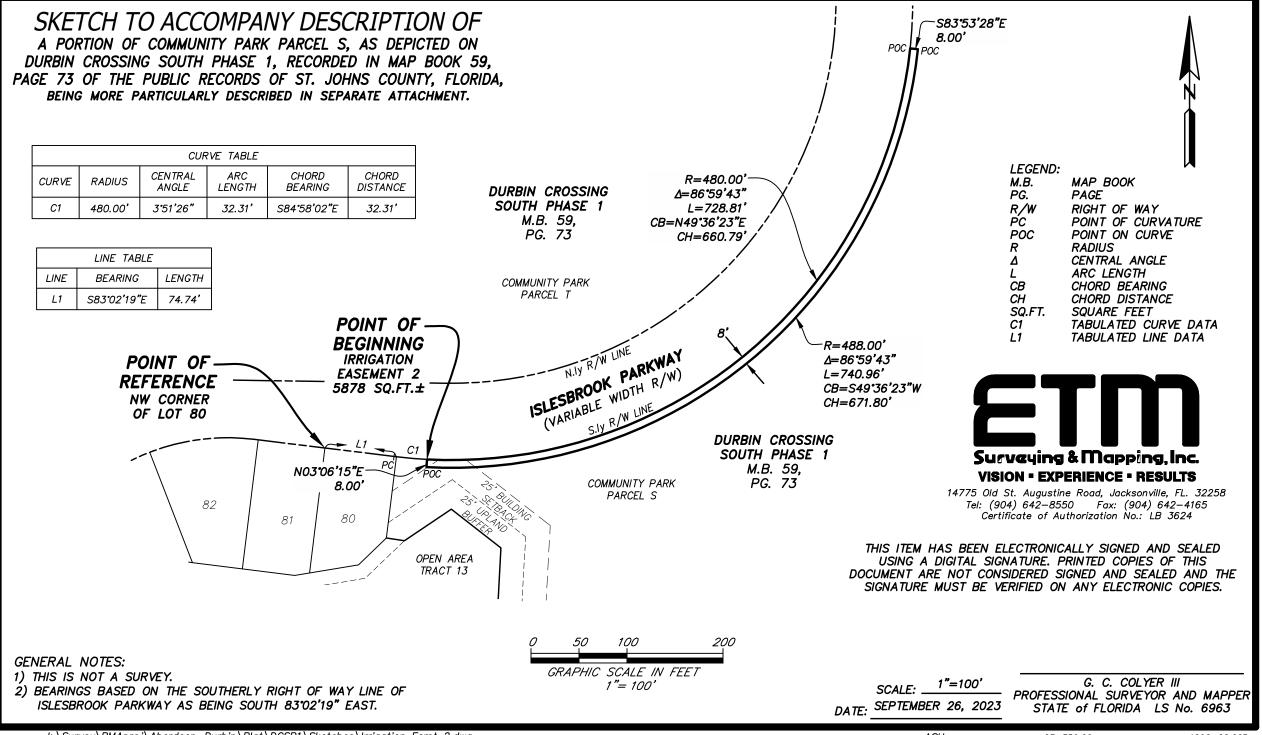
A portion of Community Park Parcel S, as depicted on Durbin Crossing South Phase 1, recorded in Map Book 59, page 73, of the Public Records of St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of Lot 80, said Durbing Crossing South Phase 1, said corner lying on the Southerly right of way line of Islesbrook Parkway, a variable width right of way as presently established; thence South 83°02'19" East, along said Southerly right of way line, 74.74 feet to the point of curvature of a curve concave Northerly having a radius of 480.00 feet; thence Easterly, continuing along said Southerly right of way line and along the arc of said curve, through a central angle of 03°51'26", an arc length of 32.31 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South 84°58'02" East, 32.31 feet.

From said Point of Beginning, thence Northeasterly continuing along said Southerly right of way line and along the arc of a curve concave Northwesterly having a radius of 480.00 feet, through a central angle of 86°59'43", an arc length of 728.81 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 49°36'23" East, 660.79 feet; thence South 83°53'28" East, departing said Southerly right of way line and along a non-tangent line, 8.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 488.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 86°59'43", an arc length of 740.96 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 49°36'23" West, 671.80 feet; thence North 03°06'15" East, along a non-tangent line, 8.00 feet to the Point of Beginning.

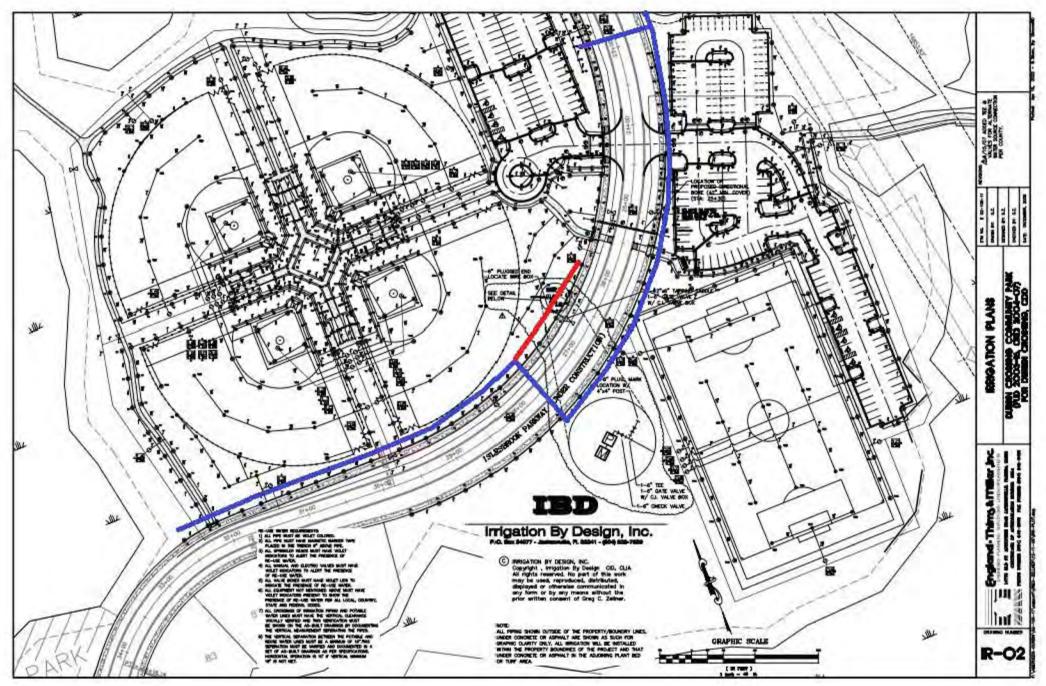
Containing 5878 square feet, more or less.

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DRAWN BY: <u>ASH</u> ORDER NO.: <u>23-359.00</u> FILE NO.: <u>129</u>G-22.00B



INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY AND THE DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT REGARDING THE SHARED USE OF CERTAIN RECLAIMED WATER IRRIGATION SYSTEM INFRASTRUCTURE

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this _____ day of _____, 2023, by and between ST. JOHNS COUNTY, a political subdivision of the State of Florida ("County") and DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government ("District", together with the County, the "Parties").

WITNESSETH:

WHEREAS, it is the purpose and intent of this Agreement to permit and authorize the County and the District to make the most efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and to achieve the results provided for in this Agreement pursuant to Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969 ("Cooperation Act"); and

WHEREAS, it is the purpose of the Cooperation Act to provide a means by which the County and the District may exercise their respective powers, privileges, and authority which they may have separately, but which pursuant to this Agreement and the Cooperation Act they may exercise collectively; and

WHEREAS, the District was created pursuant to Chapter 190, Florida Statutes ("Act"), for the purpose of delivering certain community development services and facilities within and outside the boundaries of the District; and

WHEREAS, all of the lands contained within the boundaries of the District are located entirely within the boundaries of the unincorporated County; and

WHEREAS, pursuant to its authority under the Act, the District constructed various infrastructure improvements including a reclaimed water irrigation system located at the north end of Islesbrook Parkway (the "Reclaimed Water Irrigation System"), the primary purpose of which is to irrigate landscaping and turf within County-owned right-of-way; and

WHEREAS, the County owns and maintains a 6" meter (the "Meter"), the location of which is set forth on Exhibit A hereto; and

WHEREAS, the Reclaimed Water Irrigation system was once connected to the Meter; and

WHEREAS, the County no longer needs to use the Meter to obtain its primary source of irrigation water due to the construction of well(s); and

WHEREAS, the County desires to have the ability to use the Meter as a secondary source of irrigation water for County-owned recreation lands in the future; and

WHEREAS, the District desires to reconnect to and continue to use the Meter as its primary source of irrigation water; and

WHEREAS, the Reclaimed Water Irrigation System and the Meter benefit both the County and the District;

WHEREAS, the District agrees to operate and maintain the Reclaimed Water Irrigation System and the Meter (to the extent not maintained by JEA); and

WHEREAS, the County and the District desire to memorialize and set forth clearly their understanding and agreement with respect to the billing, maintenance and allocation and payment of costs between the Parties for the monthly JEA bills for the Meter.

NOW, THEREFORE, in consideration of the mutual promises and other consideration contained herein, the Parties hereto agree as follows:

Section 1. <u>Incorporation of Recitals</u>. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement, and said Recitals are adopted as Findings of Fact.

Section 2. <u>Governing Law and Venue.</u> This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

Section 3. <u>Effective Date and Term of the Agreement.</u> This Agreement shall be effective as of the date first written above through September 30, 2024, and shall be automatically renewed for additional one (1) year periods commencing October 1, 2024, unless terminated by either party in accordance with section 11 herein.

Section 4. <u>Operation and Maintenance of Meter and Reclaimed Water Irrigation</u> <u>System.</u> The District shall operate and maintain the Reclaimed Water Irrigation System. To the extent not maintained by JEA, the District shall operate and maintain the Meter.

Section 5. <u>Billing.</u> The District and County shall cooperate to cause JEA to change the registered billing party for the Meter from the County to the District. The District shall be responsible for directly paying JEA for all charges associated with the Meter.

Section 6. Installation of Sub-Meter by County; Reimbursement by County to District. The County shall arrange and pay for the installation of a sub-meter between the Meter and the County's irrigation infrastructure serving County-owned recreation lands. The County shall arrange and pay for all modifications to, and maintenance of, the County's irrigation infrastructure from the Meter to the County's recreation lands. In the event the County needs to

draw water through the Meter for its recreation lands, the County shall notify the District and promptly reimburse to the District the costs of the water as measured through the sub-meter.

Section 7. <u>Potential Reduction of Meter Size.</u> Upon the written concurrence of County Administrator and the District Manager that a smaller water meter would provide sufficient water for each of the parties intended future use, the District may seek permission from JEA to install a smaller meter to replace the Meter and implement such change. All costs associated with installing a smaller meter shall be the District's responsibility.

Section 8. <u>Permission to Enter Lands.</u> For the duration of this Agreement, both parties shall have the right to access and perform work on the real property owned by the other party to accomplish the responsibilities set forth in this Agreement.

Section 9. <u>Assignment.</u> Neither the County nor the District may assign, transfer, and/or sell any of the rights noted in this Agreement, or associated with this Agreement, without the prior express written approval of the other party.

Section 10. <u>Amendments to this Agreement.</u> Both the County and District acknowledge that this Agreement constitutes the complete agreement and understanding of the Parties. Further, both the County and the District acknowledge that any change, amendment, modification, revision or extension of this Agreement (other than termination, as noted elsewhere in this Agreement) shall be in writing, and shall be executed by duly authorized representatives of both the County and the District.

Section 11. <u>Termination</u>. This Agreement may be terminated without cause upon either the County or the District providing at least one hundred eighty (180) days' advance written notice to the other party of such termination without cause. Such written notification shall indicate that either the County or the District intends to terminate this Agreement one hundred eighty (180) days from the date of notification (unless a date greater than one hundred eighty (180) days is specified). This Agreement may be terminated with cause upon either the County or the District providing at least thirty (30) days' advance written notice to the other party of such termination with cause. Such written notification shall indicate that either the County or the District intends to terminate this Agreement thirty (30) days from the date of notification (unless a date greater than either the County or the District intends to terminate this Agreement thirty (30) days from the date of notification (unless a date greater than thirty (30) days is specified). Provided, however, that either party shall be provided a reasonable opportunity to cure any failure under this Agreement. Consistent with other provisions of this Agreement, the Parties shall be compensated for any services and/or expenses that are both authorized under this Agreement and that are performed and/or accrue up to the termination of this Agreement.

Section 12. <u>Execution in Counterparts.</u> This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13. <u>Access to Records</u>. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida

Statutes), and other applicable State or Federal law. Access to such public records may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

Section 14. <u>Limitation on Governmental Liability.</u> Nothing in this Agreement shall be deemed a waiver of immunity or limits of liability of the County or the District beyond any statutory limited waiver of immunity or limits of liability contained in Section 768.28, Florida Statutes, as amended, or other statute. 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.

Section 15. <u>Notices.</u> All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows.

If to the County:	County Administrator 500 San Sebastian View St. Augustine, Florida 32084
With a Copy to:	David Migut St. Johns County Attorney's Office 500 San Sebastian View St. Augustine, Florida 32084
If to the District:	Durbin Crossing Community Development District 475 West Town Place, Suite 114 St. Augustine, Florida 32092 Attention: District Manager
With a Copy to:	Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel

Section 16. <u>Filing</u>. After approval of this Agreement by the respective governing bodies of the County and the District, and its execution by the duly qualified and authorized officers of each of the Parties, the District shall cause this Agreement to be filed with the Clerk of the Circuit Court of St. Johns County, Florida, in accordance with the requirements of Section 163.01(11), Florida Statutes.

Section 17. <u>Severability.</u> If any part of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Agreement shall continue in full force and effect provided that the rights and obligations of the Parties are not materially prejudiced and the intentions of the Parties can continue to be effected.

Section 18. <u>Entire Agreement.</u> This instrument and the attached exhibit constitute the entire agreement between the Parties and supersede all previous discussions, understandings and agreements between the Parties relating to the subject matter of this Agreement.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the County and the District have each caused this Agreement to be executed and delivered as of the date indicated above:

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

Clerk of the Board of County		
Commissioners of St. Johns County, Florida		

SEAL

Date:

Chair

ATTEST:

DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT

Secretary, Board of Supervisors

Peter Pollicino Chair, Board of Supervisors

STATE OF FLORIDA) COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Peter Pollicino as the Chair of the Board of Supervisors for the Durbin Crossing Community Development District, and who has acknowledged that he executed the same on behalf of the Community Development District and that he was authorized to do so. He is personally known to me or has produced ______ as identification.

In witness whereof, I have hereunto set my hand and official seal.

Notary Public, State of Florida

Printed Name

TENTH ORDER OF BUSINESS

A.



Durbin Crossing CDD

Landscape Update for November 2023:

• General Maintenance

- The team has started to conduct the maintenance for our winter schedules per contractual scope. Fall and Winter cutbacks will be starting in November.
- Shrubs throughout the community are being pruned to provide a neat and formed appearance.
- The fall flowers have been installed. This rotation should last us until our first freeze/frost. We will work Margaret and Zach on our next rotation.

• Irrigation

- Monthly inspections & repairs are being completed per scope. The team has been chipping away at general repairs, and mainline breaks.
- Our irrigation team has been working with Zach to make sure all steps are covered with the Borland Grover project.
- Irrigation team has shut down the system for the Halloween night and will be powered up the next day. This is an action item from October, but we have added it just so the property is aware as instructed.

• Chemical & Fertilizer Application

- We are currently applying a blanket foliar turf application consisting of insecticides, pre & post emergent, and fertilizer. Fungicide will be applied as needed.
- The team has treated for several sections of Brown Patch that were discovered down by Leith Hall heading towards Veterans Pkwy.
- Our team will be applying a fertilizer to the new Phase 2 sod project in the upcoming few weeks.
- Projects
 - Phase 2 Sod project-The phase 2 sod project has been completed. All irrigation will be set to run 2 times a day for the first week and dialed back to once a day for 3 weeks. All irrigation for the phase 2 project will be delayed for Halloween. New plants and mulch have been installed along North Durbin under the Oaks.
 - Warranty Platinum beauty plant replacement-We have ordered and picked up the replacement plants for the area as discussed. These will be installed by the 10th of November. These plants will be fertilized a couple weeks after installation to help promote proper root growth.

E.



Date of report: **11-23-2023**

Submitted by: Margaret Alfano

POOL REFINISHING DATES AND INFORMATION / No Board action required:

The refinishing dates presented in last month's report and listed again below are still on schedule.

Week of:	Project task:
November 15th	Start to drain the South pool and secure tile prep
November 20th	Start the repair and replacement of the coping
November 27th	Finish coping work
December 4th	Start tile gutter and backsplash
December 10th	Interior prep
December 17th	Finish prep and race lane tiles
January 1st	Plaster pool and refill water / when completed begin on North pool

DURBIN CROSSING NEIGHBORHOOD PARK SIGNAGE / No Board action required:

Below are our initial thoughts regarding policies for the green spaces throughout Durbin. We will have an update at the Board meeting.

- Use of Neighborhood Fields are strictly reserved for Durbin Crossing residents and their guest(s).
- Maximum of 5 guest(s) are allowed per resident in accordance with Durbin Crossing Policies (possible scannable QR code that links directly to our policies for more info).
- Pets are prohibited other than registered service animals.
- Organized Sports are strictly prohibited from using these parks, no exceptions.
- Absolutely no parking in or on green spaces at all times.
- Any violations of these policies could result in suspension of Amenity usage and issuance of a trespass violation.

AMENITY AGE RESTRICTIONS / No Board action required:

At this time, we are still evaluating this request for presentation to the Board.

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



JBE / NG

F.



Date of report: 11-13-2023

Submitted by: Zach Davidson

RECLAIMED WATER TRANSFER AT BALL FIELDS / No Board action required:

The County has completed the agreement prepared by District Counsel. The next step is to transfer the meter into the District's name. At that point, we can request downsizing from a 6" meter to a 2", providing a cost savings to the District as well. We will keep the Board posted on the progress.

HARDSCAPE ENHANCEMENT POA CROSSING & FOREST EDGE CUL-DE-SAC / Project Tabled:

This project will be removed from our reports and tabled until a new Engineer is obtained.

LANDSCAPE ENHANCEMENT POA CROSSING & FOREST EDGE CUL-DE-SAC / Project Tabled:

There are landscape enhancements that could occur in this area that would not impact any future hardscape plans. Currently we are waiting on numbers from Yellowstone for these improvements. In the cul-de-sac we would like to add an additional row of decorative grasses and then replace the declining sod. We are hoping this number will come in under \$2,500.00. We hope to have full details and costs to report to the Board at our meeting.

BORELAND & GROOVER / No Board action required:

As a result of our meeting on October 18th, we have received their latest site plans. Currently Yellowstone is reviewing those plans. Yellowstone is also working on an invoice for the damages and fees incurred to date. Once received we will forward it to the District Manager for processing.

AMENITY ROOF INSPECTIONS & PRESSURE WASHING / No Board action required:

We are still in the process of obtaining two additional proposals to repair and soft wash the roof at both Amenity Centers. We will present these to the Board once the bids are in hand.

SOLITUDE LAKE MAINTENANCE / No Board action required:

Solitude was out this month and treated all ponds.

DURBIN FALL MULCHING / No Board action required:

The agreement for this project has been executed. Yellowstone will have all areas prepped and ready for the installation, per their contract. The schedule has been slightly adjusted and our mulch vendor will be out mid-November. We have informed them of the school schedules and zones. We will notify the residents through our e-blasts about this upcoming installation and to be aware of vehicles throughout the community.

PRESSURE WASHING / No Board action required:

Our pressure washing vendor is in the final stages of the work outlined here. Their focus will be on the North Durbin brick wall, St. Andrews entrance (now that construction in that area is completed), vinyl fences at Staplehurst and Forest Edge, as well as both mailbox stations and their canopies on Sanctuary and Heron.

DRAINAGE ISSUE 110 FERNBROOK / No Board action required:

We are currently working with the District Manager and District Counsel regarding this situation. Once the fence has been removed, we have two vendors on stand-by to evaluate the situation asap. Both vendors' schedules can fluctuate, and we will proceed accordingly.

MONUMENT PLANT MATERIAL WARRANTY / No Board action required:

We have identified all the dead plant material that was installed last year to fill any holes in hedges or just shrubs that were missing. We are currently working with Yellowstone to get all materials replaced, under their warranty. There should be no additional costs to the District. We will keep the Board posted until the project is completed.

FIELD OPERATIONS UPDATES / No Board action required:

- Installed "Veteran Only" Parking signs at North and South Amenities for the month of November.
- Replaced sump pump at North main pool pit.
- Pressure washed sidewalks on South tennis court.
- Pressure washed both outside pavilions at South Amenity.
- North gutters have been cleaned out.
- Rode and check for signs of trespassing and removed trash at the JEA access behind the baseball field.

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



G.



Date of report 11-13-2023

Submitted by: Danelle DeMarco

HALLOWEEN MOVIE AND TRICK OR TREATING:

Durbin Crossing had no shortage of foolish mortals at our Halloween event last Friday evening. We had recordbreaking attendance for a movie night and trick or treating. Our team took scenes out of Disney's Haunted Mansion movie and recreated them on our South field. Our trick or treaters got a behind the scenes treat even before the movie started!

Jennifer Meadows, our staff and aspiring actress, did an amazing job recreating Madame Leota's floating head in her mystical crystal ball. You could overhear Madame Leota (aka Jennifer) having the most clever and funny conversations with all our trick or treaters. This interaction with our residents is like winning the Stanley cup to us. Priceless!

The same could be said for Constance Hatchaway, the vengeful bride in the attic. We hired an actress that gave the most authentic performance in the most authentic and amazing costume. She mesmerized the kiddos with her commitment to the role. She never changed expressions and never spoke; she glided through the crowd like a ghost and perfectly executed the eeriness we were looking for.

Treats were given at the Mariner's dock, where you could see our three-time recycled bridge. What we can do with a little imagination and a stack of wood! The scary old Mariner Ghost sat on his dock haunting the day away and fishing for unsuspecting children. He made everyone take a double look...was he real, or wasn't he? His haunting was sometimes interrupted by the BANG of the Dueling Ghosts' pistols. You had to be careful not to get in between these two skeleton gunslingers as they drew their weapons, or you might get "shot". You had to grab your candy and run to the safety of the graveyard or risk getting caught in the crossfire.

The grave keeper that attended the dead with his trusted ghost dog wasn't so scary thank goodness. He had lots of candy to give away and allowed you to pet his canine friend... IF you could see him. He even let you sit for a spell on his bench before you made your way to the Haunted Pumpkin Bounce house or grabbed a delicious Frankenweenie meal.

Frankenweenies tickets were passed out upon entry to Kids 14 and under where they received a free hot dog meal with chips and a drink. Hot sausages and bratwursts were available to purchase for the adults. The tasty Dog vendors handled the crowd with remarkable speed and efficiency. It is very hard in this business to gauge attendance and although they did run out of hot dogs and sausages towards the end of the night, we were very pleased that in the hour and a half that we advertised Tasty Dog, we were able to provide them. It wasn't until the end of trick or treating and the movie started that they were no longer available. The same holds true with the candy that we passed out for trick or treating. The supply cannot be endless unfortunately, especially when attendance is out of the ordinary. We do our very best to predict every scenario when planning our events and use our budget wisely to allow for many successful events throughout the year.

Thanks to our wonderful sponsors, we can provide a little extra to the event. It's those little things that we get excited about that our sponsors help us with. Laura Ranneklev, with Florida Welcome Home, added a special touch by dressing up as a fortune teller and assisting Jennifer as Madame Leota. She also provided over 250

fabulous treat bags filled with candy. Angie King with Allstate Insurance donated candy and bags for the evening, as well. Julie Bentley with Slate Realty also provided over 250 reflective trick or treat bags that the kids received as they entered the gate. This is where they also received their meal ticket, a start of their candy, and a specialized Halloween Handout with special games as well as an ad to make sure the residents knew when Santa Claus would be coming to town, to Durbin.

The evening ended with the showing of the Haunted Mansion on a gigantic screen! The tired crowd with bellies full of candy certainly enjoyed the show. It was fun to watch as kids compared what they saw in the movie to the experiences provided during trick or treating. It was a great evening and as always, the highlight is seeing all the kids' creative costumes and how proud they are to tell you about them!

Until next year, foolish mortals...

A DECEMBER TO REMEMBER:

This year, since we can't utilize the South pool deck, we will be hosting two evenings on December 15th and December 16th to make sure everyone has a chance to meet with Santa and get that very special photo. No magic will be lost, and Santa will be extra jolly! We are confident that we can provide those special memories that we have made in the past and light up the night wherever we are. The South Social Hall will be transformed into a winter wonderland that would make Norman Rockwell proud.

We have rented a real-as-it gets Santa sleigh for both evenings. It is sturdy, ornate, and beautiful. It is fully functional with the ability for a family to sit comfortably, including Santa himself. The picture is going to be one of a kind. The best part of our photo with Santa experience is that Santa has been the same person, our very own resident, Patrick Mullen, for at least 10 years. This means families can look through their photo memories with Santa, and in all the different scenes over the years, Santa is the same jolly ol soul! We believe that is truly unique to Durbin Crossing and it is our own piece of magic that we are excited to be part of.

We have added a holiday lighting contest this year, after taking a year or two off. Sometimes enthusiasm needs to build and be introduced again as something new and exciting for our residents. Judges will drive the community on the evening of Sunday, December 17th and choose their favorite houses in six different categories: Most Traditional, Clark Griswold Award, Most Animated, Best All Around, Toy Land, and Judges Choice. Winners will receive a \$25 gift card, sponsored by Florida Welcome Home, and bragging rights in the January newsletter.

We are also bringing back a beautiful tradition of purchasing luminaries from Pine Castle, an adult vocational center in Jacksonville that creates the kits. The kit includes everything needed to create 12 beautiful luminarias. Residents can order and pay at the office, and we will pick them up at the Pine Castle center. Residents can pick up their kits from the office starting December 18th to December 23rd. Light up night will be December 24th at 6pm. Not only will we light and warm the hearts of residents but the residents at Pine Castle too. 'Tis the season and this will be truly magical for all parties involved.

RESIDENT APPRECIATION DAY:

Our residents... we would be MUFFIN without them. November is the month of giving thanks, so we are inviting residents to stop by the South Amenity Center on Thursday, November 9th to express our gratitude with baked goods! Between 3:30pm and 6:30pm, we will be giving out delicious muffins and warm apple cider to all who stop by. Let us not take the Thanksgiving holiday for granted, as it is an opportunity to pause and count our blessings. Being part of a community as great as Durbin Crossing is one of them!

CHICK-FIL-A:

Many of us remember that dark day in 2021 when Chick-Fil- A announced that their truck was no longer servicing many Saint Johns communities, including Durbin Crossing. We have all hoped that someday they would return. Well, we are excited to announce that they are back, and their first stop will be on Wednesday, November 15th, from 5pm-7:30pm. The truck will be at the South Amenity Center on selected dates until they feel that Durbin Crossing has shown enough patronage to warrant a permanent schedule. If the past is any indicator, we should have no problem at all! The dates that we have secured for the remainder of the year are every other Wednesday: November 15th, November 29th, December 6th, and December 20th. We look forward to seeing the Chick- Fil- A crowd back together again!

VETERANS DAY:

With **gratitude** being the theme of November, we are bringing back the signs that reserve a special parking space for veterans at both Amenity Centers. We hope veterans are honored and celebrated all year long. However, for the month of November, this is our way of acknowledging the veterans in our community and thanking them for their service and sacrifice.

HOLIDAY PAINT WORKSHOP:

The number of sign-ups for our Holiday Paint Shop indicate that the holiday spirit in Durbin Crossing has begun... Twenty and still counting! We are partnering with Ancient City Designs to host a wonderful evening for our residents on Sunday November 12th at 1:30pm. We will have our own little workshop in the South Hall and all the supplies will be waiting. Family and friends will gather to paint a unique wooden holiday sign, and then take it home to add to their décor or save as a gift for someone special. Residents have been signing up online and choosing their design. Prices vary depending on the size of the project. Ancient City Designs gives a portion of the proceeds back to the District. We are excited to deck the halls with our residents and this new opportunity!

RESIDENT ENGAGEMENT

We would like to thank all the residents who took time to cast their vote for their favorite pumpkin. It gave staff an opportunity to have some great conversations with our residents. We made some new acquaintances and had some laughs with our familiar ones. Gen-Xers loved Wilson from Castaway, made by Margaret Alfano, the kiddos chose Gru and the Minions made by Sadie Vilette, the girls loved the artistic talent that went into Emma Harrah's pumpkin, and the boys all loved the Scream carved pumpkin made by Ryan Miller. But the cheeseburger, made by Danelle DeMarco, got the most votes, and we think it was mainly because people coming out of the gym were hungry. We hope these engagements demonstrate our desire to know our residents and for our residents to know us. Staff spotlighting will continue throughout the year and be introduced in the monthly newsletters. We couldn't do what we do without our residents!

SAFETY FIRST CPR CLASSES

CPR Classes, by Safety First, are being offered on Saturday, November 11th, 9am-12pm in the South Social Hall. This is an in-classroom course that trains and certifies in infant, child, and adult CPR, along with training of AED machines. The cost for our residents to take this course is \$50.00.

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



FOOLISH MORTAL 2023 FRIDAY

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