

*Durbin Crossing Community
Development District*

OCTOBER 28, 2024

AGENDA

Durbin Crossing Community Development District

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

October 21, 2024

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, October 28, 2024 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. Review of Action Items
- V. Approval of Consent Agenda
 - A. Minutes of the September 23, 2024 Meeting
 - B. Financial Statements
 - C. Assessment Receipts Schedule
 - D. Check Register
- VI. Consideration of Agreement with M&G Holiday Lighting for Lighting Installation Services
- VII. Staff Reports
 - A. Landscape & Irrigation Maintenance Team
 1. Report
 2. Proposal for Drainage at North Amenity Center

3. Proposal for Drainage at South Amenity Center

- B. District Counsel
- C. District Engineer
- D. District Manager
- E. General Manager - Report
- F. Operations Manager - Report
- G. Amenity Manager - Report

VIII. Supervisors' Request and Audience Comments

IX. Review of Action Items

- X. Next Scheduled Meeting – November 18, 2024 at 6:00 p.m. at the Durbin South Amenity Center

XI. Adjournment

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

Sincerely,

Daniel Laughlin

Daniel Laughlin
District Manager

FOURTH ORDER OF BUSINESS

Durbin Crossing Action Items

| Item | Date | Responsibility | Status | Description |
|---------------------------------------|---------|-----------------------------|-------------|---|
| Capital Reserve Study Review | 7/22/24 | Daniel Laughlin/ Sue O'Lear | Complete | Review reserve study to confirm prices are accurate with actual current costs |
| Patriot Oaks Crosswalk Project | 6/24/24 | Mike Yuro/Zach Davidson | Complete | Oversee extension of sidewalk at the crosswalk for Patriot Oaks. |
| Streetlight Inspection | 8/26/24 | Zach Davidson | Complete | Inspect streetlights at night and report any that are out. |
| Report a Concern | 8/26/24 | Sue O'Lear | Complete | Create a dedicated email account for the "report a concern" link so Zach isn't the only one that receives them. This will allow quicker response when he is busy or out. |
| Community Greenspace Signage | | Sue O'Lear/Karen Haber | Complete | Work on signage to install at "pocket park" green spaces throughout community to notify residents that organized sports are not authorized in those areas. |
| Shade Structure South Playground | 7/22/24 | Zach Davidson | In Progress | Get proposals for shade structure for South Playground. |
| Tennis & Basketball Court Resurfacing | 8/26/24 | Zach Davidson | In Progress | Oversee the resurfacing of the basketball and tennis courts. One tennis court to be converted into two pickleball courts. Zach will look into fence portion and discussion color/stripping at next meeting as well as provide warranty info. |
| Sod Phase III | 8/26/24 | Zach Davidson/Sue O'Lear | In Progress | Sod project was approved. Monitor Yellowstone to make sure everything is on track. Staff to create communications to residents regarding the project. |
| Access Card System Upgrade | 8/26/24 | Sue O'Lear | In Progress | Look into options/costs to upgrade the current access card system. Consider systems that have phone scan capabilities. |
| Pond Aeration | 9/23/24 | Zach Davidson | In Progress | Work with Solitude to revisit the possible need for aeration in Pond 48. |
| Mulch | 9/23/24 | Zach Davidson | In Progress | Begin Fall mulch project. Ensure ample amount is placed per the conversation with the project last year. |
| Pickleball | 9/23/24 | Zach Davidson | In Progress | From resident comment at meeting; Zach will speak to pickleball vendor about reconfiguring the pickleball lines at North, choosing better colors for visibility, and adding movable pickleball nets. Look into difference between re-stripping four pickleball courts vs re-stripping two courts and purchasing four rolling pickleball nets. Research pickleball paddle rack and signage. Create plan for implementation of a reservation system and necessary policy additions. |
| Pickleball/Tennis Benches | 9/23/24 | Zach Davidson | In Progress | Gather proposals to replace benches in the area. |
| Muscovy Ducks | 9/23/24 | Zach Davidson/Sue O'Lear | In Progress | Zach is meeting with QuickCatch regarding relocation of ducks. Chair was authorized to approve expenditure NTE \$5,000. Staff to send message to residents. |
| "Wish List" Projects | 9/23/24 | Zach Davidson/Sue O'Lear | In Progress | Begin planning for most needed projects/ enhancements/ replacements for next fiscal year. Recommendations will be presented at the February 2025 meeting. |
| Tennis | 9/23/24 | Sue O'Lear | In Progress | Gather information on usage of tennis court to help plan next phase of pickleball conversions. |
| Gym Age Policy | 9/23/24 | Sue O'Lear | In Progress | Look into Fitness 15 policy success: How many registrants, any problems, any information on whether to allow 14-year-olds. Follow up with resident on current policy regarding whether the 18-year-old that goes to the gym with them has to be in her household or just a resident. |
| Post Age Policy | 9/23/24 | Sue O'Lear | In Progress | Create table of age policy summary for amenity usage and post in high visibility areas. |
| Gym Audit | 9/23/24 | Sue O'Lear | In Progress | Perform audit of all gym equipment and present recommendations to the Board on any necessary replacements in October when quotes for Cable Crossover are presented. |
| Adult Events | 9/23/24 | Kiki Jimenez/Sue O'Lear | In Progress | Work with Counsel to determine if/how alcohol can be served at certain events. Continue working with Daniel/Insurance and Counsel. |
| Trash Can Replacement | 9/23/24 | Sue O'Lear | In Progress | Look into options for new trash receptacles. |

FIFTH ORDER OF BUSINESS

A.

Minutes of Meeting
Durbin Crossing
Community Development District

The regular meeting of the Board of Supervisors of the Durbin Crossing Community Development District was held Monday, September 23, 2024 at 6:00 p.m. at the Durbin South Amenity Center, 145 South Durbin Parkway, St. Johns, Florida.

Present and constituting a quorum were:

| | |
|--------------------|------------|
| Peter E. Pollicino | Chairman |
| Sarah Gabel Hall | Supervisor |
| Jason Harrah | Supervisor |
| William Clarke | Supervisor |
| Shalene B. Estes | Supervisor |

Also present were:

| | |
|------------------------|------------------------------|
| Marilee Giles | District Manager |
| Mike Eckert | District Counsel |
| Mike Yuro | District Engineer |
| Dan Fagen | Vesta/Amenity Services Group |
| Sue O’Lear | Vesta/Amenity Services Group |
| Kristen “Kiki” Jimenez | Vesta/Amenity Services Group |
| Zach Davidson | Vesta/Amenity Services Group |
| Jason Davidson | Vesta/Amenity Services Group |
| Blake Dougherty | Yellowstone |
| Richard Craig | Yellowstone |
| Several Residents | |

The following is a summary of the discussions and actions taken at the September 23, 2024 meeting.

FIRST ORDER OF BUSINESS

Pledge of Allegiance

Ms. Giles called the meeting to order at 6:00 p.m. and led the pledge of allegiance.

SECOND ORDER OF BUSINESS

Roll Call

Ms. Giles called the roll.

THIRD ORDER OF BUSINESS

Audience Comments

A 14-year old resident requested the use of the weight room after school for her to train for the cross country team from the high school.

Mr. Pollicino stated we approved a program for 15-year olds to use the gym under certain circumstances. How is that going?

Ms. O’Lear stated we do have a pilot program where a 15-year old can come with a parent to go over gym etiquette as well as amenity center policies and they are required to get their own access card. It is a provisional status so if there is an infraction of the policy or rules that can be revoked. Both the youngster and parent sign off on the paperwork. I have not had to revoke anybody’s status.

Mr. Harrah stated part of the board action was that we would give it a year and see what happens. Let’s figure out when that board action was and have staff come back with the statistics of the number of 15-year olds, number of infractions and bring it to the board for a decision to go from 15 to 14.

Ms. Player stated we like to play pickleball and have a feeling we might be moving towards some pickleball solutions in our neighborhood. We want to make sure we are represented.

Ms. Beckerman stated you approved some pickleball courts, but we want to give our input because it is our understanding that the north amenities, you are going to repaint the lines and keep it there.

Mr. Zach Davidson stated we have plans to convert one tennis court to two pickleball courts at the south amenity center. We are going to repaint the lines in the north because they are starting to fade.

Ms. Beckerman stated you can’t see the marks on the red clay. We would come with our sidewalk chalk so we could see them. Are you keeping the tennis net because that is the biggest problem.

Mr. Pollicino stated two are being converted to full time pickleball. That is budgeted this year. We will restripe north and assess the capacity and find out if the residents want to spend \$250,000 to build two new ones.

Ms. Beckerman asked can you paint two pickleball court horizontally then we can have a mobile net.

Ms. Hall stated that is correct. I recommended that at the last meeting.

Mr. Harrah asked is that different than what we approved at the last meeting?

Mr. Zach Davidson stated yes, we are just redoing the original lines. If we want to turn them I can reach out to the vendor to see what it would cost to do a total of four sets of lines.

Mr. Harrah stated get us a price to restripe north and the moveable nets and bring it to the board and we will keep south as is.

Ms. Hall joined the meeting during this item.

FOURTH ORDER OF BUSINESS Review of Action Items

Ms. Giles stated I think we just added two more items to this list.

Mr. Harrah stated we have a lot of moving pieces, and I think it is a good to review what was on the previous list and to add items as they come up.

Staff reviewed the status of the items on the action items list.

FIFTH ORDER OF BUSINESS Approval of Consent Agenda

- A. Minutes of the August 26, 2024 Meeting**
- B. Financial Statements**
- C. Assessment Receipt Schedule**
- D. Check Register**

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

**SIXTH ORDER OF BUSINESS Consideration of Resolution 2024-07
Amending the Amenity Policies Regarding
Recreational Field Usage**

Ms. O’Lear stated Daniel, I and Karen Haber worked together to reconstruct where the process was left off last year.

After discussion staff was directed to add resident and fee payer to policies, add short recap of updates for the residents and post to the website.

On MOTION by Mr. Pollicino seconded by Ms. Hall with all in favor Resolution 2024-07 was approved as amended.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Landscape Maintenance Team - Report

A copy of the September landscape update was included in the agenda package.

B. District Counsel

Mr. Eckert stated you rolled out your fitness 15 program on February 20, 2024.

If you haven't taken the ethics training, you still have until December 31st.

The 124 Staplehurst Drive easement encroachment agreement is done, and I have given Daniel the amount to deduct from the \$1,500 deposit the resident provided and asked him to send the balance back to the resident.

Karen Haber in my office who works on this district from time to time, has been working with Sue on some alcohol questions.

Mr. Harrah asked do we want to wait until February 2025 to make the decision on the request to allow 14-year olds in the gym, or do you want to advance that decision.

Mr. Pollicino stated they can bring the information to us in November/December and we can make the decision then.

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. O'Lear reviewed of the general manager's report, copy of which was included in the agenda package and outlined a proposal to replace the cable crossover machine and will bring additional proposals to the next meeting.

Mr. Clarke joined the meeting during this discussion.

F. Operations Manager - Report

Mr. Davidson gave an overview of the field operation manager’s report and reported that he was waiting on price to trap the nuisance ducks.

| |
|---|
| On MOTION by Mr. Clarke seconded by Ms. Estes with four in favor and Ms. Hall opposed Zach was authorized to have the initial survey conducted and upon consultation with the chair to have the ducks removed in an amount not to exceed \$5,000. |
|---|

G. Amenity Manager – Report

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

EIGHTH ORDER OF BUSINESS Supervisor’s Requests and Audience Comments

Ms. Player stated we are looking for clarity on the pickleball situation. Are you still going to have pickleball here and north? How are the courts going to be set up?

Mr. Davidson stated we are going to take the back left court and convert it to two pickleball courts. We are going to remove the tennis net completely, put a fence as a divider.

Ms. Estes stated I want to add to what Jason is saying, it is not just paint. We have to resurface all of our courts and that is over \$110,000.

Mr. Harrah stated we will have two dedicated pickleball courts at south to be completed in January.

Mr. Davidson stated at north and we will do a hybrid, do the lines and bring in portable nets. I’m working with the vendor on the paint color and lines. I will tell him our concerns and get his guidance.

Ms. Hall stated a reservation system is not that difficult to set up. It will be hard to manage tennis players and pickleball players without a reservation system.

Mr. Davidson stated Mr. Evans reached out to Daniel on August 22nd and wasn’t able to make the last meeting. He said he noticed a significant dip in the road by the manhole. In addition the sidewalk in front of his house has a dip and it appears to be related to another utility. Has JEA performed sinkhole detection in these specific areas? Daniel responded to him and he came back today.

Mr. Harrah stated get the address and give that to Mike Yuro.

NINTH ORDER OF BUSINESS

Review of Action Items

Ms. Giles stated we have two we are going to add to the action items list.

TENTH ORDER OF BUSINESS

**Next Scheduled Meeting – October 28, 2024 at
6:00 p.m. at the Durbin South Amenity Center**

Ms. Giles stated the next meeting will be held October 28, 2024 at 6:00 p.m. in the same location.

On MOTION by Ms. Estes seconded by Mr. Pollicino with all in favor the meeting adjourned at 7:44 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Durbin Crossing
Community Development District

Unaudited Financial Reporting
September 30, 2024



Durbin Crossing
Community Development District
Combined Balance Sheet
September 30, 2024

| | General Fund | Debt Service Fund | Capital Reserve Fund | Totals Governmental Funds |
|---|-------------------|----------------------|-------------------------|------------------------------|
| Assets: | | | | |
| Cash: | | | | |
| Operating Account | \$ 480,029 | \$ - | \$ 38,899 | \$ 518,928 |
| Due from Other | 1,116 | - | - | 1,116 |
| Investments: | | | | |
| State Board of Administration (SBA) | 2,577 | - | 1,265,390 | 1,267,966 |
| Custody | 3,130 | - | 1,719 | 4,849 |
| Series 2017A1 | | | | |
| Reserve | - | 1,343,722 | - | 1,343,722 |
| Revenue | - | 1,021,968 | - | 1,021,968 |
| Prepayment | - | 12,410 | - | 12,410 |
| Cost of Issuance | - | 11,019 | - | 11,019 |
| Series 2017A2 Term Bond 1 | | | | |
| Reserve | - | 132,938 | - | 132,938 |
| Prepayment | - | 4,506 | - | 4,506 |
| Series 2017A2 Term Bond 2 | | | | |
| Reserve | - | 40,000 | - | 40,000 |
| Prepayment | - | 5,189 | - | 5,189 |
| Prepaid Expenses | 5,000 | - | - | 5,000 |
| Deposits | 200 | - | - | 200 |
| Total Assets | \$ 492,051 | \$ 2,571,751 | \$ 1,306,008 | \$ 4,369,810 |
| Liabilities: | | | | |
| Accounts Payable | \$ 6,047 | \$ - | \$ 8,800 | \$ 14,847 |
| Total Liabilities | \$ 6,047 | \$ - | \$ 8,800 | \$ 14,847 |
| Fund Balance: | | | | |
| Nonspendable: | | | | |
| Prepaid Items | \$ 5,000 | \$ - | \$ - | \$ 5,000 |
| Deposits | 200 | - | - | 200 |
| Restricted for: | | | | |
| Debt Service - Series | - | 2,571,751 | - | 2,571,751 |
| Assigned for: | | | | |
| Capital Reserve Fund | - | - | 1,297,208 | 1,297,208 |
| Unassigned | 480,804 | - | - | 480,804 |
| Total Fund Balances | \$ 486,004 | \$ 2,571,751 | \$ 1,297,208 | \$ 4,354,963 |
| Total Liabilities & Fund Balance | \$ 492,051 | \$ 2,571,751 | \$ 1,306,008 | \$ 4,369,810 |

Durbin Crossing
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2024

| | Adopted Budget | Prorated Budget Thru 09/30/24 | Actual Thru 09/30/24 | Variance |
|--------------------------------|---------------------|----------------------------------|-------------------------|------------------|
| Revenues: | | | | |
| Special Assessments - Tax Roll | \$ 2,588,202 | \$ 2,588,202 | \$ 2,604,795 | \$ 16,594 |
| Interest Income | 5,000 | 5,000 | 45,483 | 40,483 |
| Misc Income | 30,000 | 30,000 | 23,210 | (6,790) |
| Total Revenues | \$ 2,623,202 | \$ 2,623,202 | \$ 2,673,489 | \$ 50,287 |

Expenditures:

General & Administrative:

| | | | | |
|---|-------------------|-------------------|-------------------|--------------------|
| Supervisor Fees | \$ 11,000 | \$ 11,000 | \$ 10,000 | \$ 1,000 |
| FICA Expense | 842 | 842 | 765 | 77 |
| Assessment Roll Administration | 5,300 | 5,300 | 5,300 | - |
| Engineering Fees | 13,000 | 13,000 | 15,163 | (2,163) |
| Dissemination Fees | 7,632 | 7,632 | 7,632 | - |
| Attorney Fees | 50,000 | 50,000 | 74,667 | (24,667) |
| Annual Audit | 4,200 | 4,200 | 3,775 | 425 |
| Trustee Fees | 10,800 | 10,800 | 10,775 | 25 |
| Arbitrage | 1,200 | 1,200 | 1,200 | - |
| Impact Fee Administration | 15,900 | 15,900 | 15,900 | - |
| Management Fees | 54,403 | 54,403 | 54,403 | 0 |
| Information Technology | 1,590 | 1,590 | 1,590 | - |
| Website Maintenance | 1,060 | 1,060 | 1,060 | 0 |
| Telephone | 800 | 800 | 312 | 488 |
| Postage | 3,000 | 3,000 | 2,800 | 200 |
| Printing & Binding | 2,150 | 2,150 | 2,340 | (190) |
| Insurance | 8,592 | 8,592 | 8,083 | 509 |
| Legal Advertising | 2,000 | 2,000 | 1,140 | 860 |
| Other Current Charges | 1,000 | 1,000 | - | 1,000 |
| Office Supplies | 150 | 150 | 7 | 143 |
| Dues, Licenses & Subscriptions | 175 | 175 | 175 | - |
| Total General & Administrative | \$ 194,794 | \$ 194,794 | \$ 217,087 | \$ (22,293) |

Operations & Maintenance

Amenity Center

| | | | | |
|------------------------|-----------|-----------|-----------|----------|
| Insurance | \$ 41,544 | \$ 41,544 | \$ 41,828 | \$ (284) |
| Repairs & Replacements | 80,000 | 80,000 | 80,859 | (859) |
| Recreational Passes | 3,000 | 3,000 | - | 3,000 |
| Office Supplies | 5,000 | 5,000 | 4,008 | 992 |
| Permit Fees | 4,500 | 4,500 | 3,362 | 1,138 |
| Utilities | | - | | |
| Water & Sewer | 42,000 | 42,000 | 32,884 | 9,116 |
| Electric | 40,000 | 40,000 | 25,654 | 14,346 |
| Cable/Phone/Internet | 21,000 | 21,000 | 22,018 | (1,018) |
| Security System | 1,670 | 1,670 | 560 | 1,110 |

Durbin Crossing

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2024

| | Adopted Budget | Prorated Budget Thru 09/30/24 | Actual Thru 09/30/24 | Variance |
|--|---------------------|----------------------------------|-------------------------|-------------------|
| <u>Amenity Center Management Contracts</u> | | | | |
| Managerial | 253,658 | 253,658 | 253,658 | 0 |
| Staffing | 253,382 | 253,382 | 251,715 | 1,667 |
| Lifeguards | 89,442 | 89,442 | 90,680 | (1,238) |
| Mobile App | 3,500 | 3,500 | 3,500 | (0) |
| Refuse Service | 7,400 | 7,400 | 9,642 | (2,242) |
| Pool Chemicals | 34,000 | 34,000 | 34,941 | (941) |
| Special Events | 30,000 | 30,000 | 39,095 | (9,095) |
| Holiday Décor | 16,540 | 16,540 | 17,047 | (507) |
| Pest Control | 8,000 | 8,000 | 6,158 | 1,842 |
| Pressure Washing | 8,500 | 8,500 | 4,558 | 3,942 |
| Fitness Equipment Maintenance | 8,500 | 8,500 | 9,478 | (978) |
| Subtotal Amenity Center | \$ 951,636 | \$ 951,636 | \$ 931,643 | \$ 19,994 |
| <u>Grounds Maintenance</u> | | | | |
| Electric | \$ 5,708 | \$ 5,708 | \$ 7,561 | \$ (1,853) |
| Water / Reuse | 355,000 | 355,000 | 293,259 | 61,741 |
| Streetlighting | 80,572 | 80,572 | 71,451 | 9,121 |
| Lake Maintenance | 54,000 | 54,000 | 53,148 | 852 |
| Landscape Maintenance | 545,891 | 545,891 | 500,401 | 45,490 |
| Landscape Contingency | 72,500 | 72,500 | 131,896 | (59,396) |
| Mulch | 65,000 | 65,000 | 59,400 | 5,600 |
| Sod Replacement | 180,000 | 180,000 | 178,577 | 1,423 |
| Fuel | 1,100 | 1,100 | 668 | 432 |
| Irrigation Repairs | 15,000 | 15,000 | 26,002 | (11,002) |
| Capital Reserve Funding | 100,000 | 100,000 | 100,000 | - |
| Water Quality Monitoring | 2,000 | 2,000 | 2,300 | (300) |
| Subtotal Ground Maintenance | \$ 1,476,771 | \$ 1,476,771 | \$ 1,424,663 | \$ 52,108 |
| Total Operations & Maintenance | \$ 2,428,407 | \$ 2,428,407 | \$ 2,356,305 | \$ 72,102 |
| Total Expenditures | \$ 2,623,202 | \$ 2,623,202 | \$ 2,573,392 | \$ 49,810 |
| Excess (Deficiency) of Revenues over Expenditures | \$ - | \$ - | \$ 100,097 | \$ 100,097 |
| Net Change in Fund Balance | \$ - | \$ - | \$ 100,097 | \$ 100,097 |
| Fund Balance - Beginning | \$ - | | \$ 385,908 | |
| Fund Balance - Ending | \$ - | | \$ 486,004 | |

Durbin Crossing
Community Development District
Month to Month

| | Oct | Nov | Dec | Jan | Feb | March | April | May | June | July | Aug | Sept | Total |
|--------------------------------|-----------------|-------------------|-------------------|---------------------|-------------------|------------------|------------------|-----------------|------------------|------------------|-----------------|-----------------|---------------------|
| Revenues: | | | | | | | | | | | | | |
| Special Assessments - Tax Roll | \$ - | \$ 175,373 | \$ 440,562 | \$ 1,670,182 | \$ 215,900 | \$ 44,322 | \$ 3,634 | \$ - | \$ 54,271 | \$ 550 | \$ - | \$ - | \$ 2,604,795 |
| Interest Income | 996 | 508 | 400 | 433 | 6,614 | 6,796 | 6,957 | 6,890 | 5,161 | 4,337 | 3,827 | 2,564 | 45,483 |
| Misc Income | 2,821 | 1,045 | 781 | - | 5,375 | 470 | 2,456 | 300 | - | 9,444 | 519 | - | 23,210 |
| Total Revenues | \$ 3,818 | \$ 176,927 | \$ 441,743 | \$ 1,670,616 | \$ 227,889 | \$ 51,588 | \$ 13,046 | \$ 7,190 | \$ 59,432 | \$ 14,331 | \$ 4,345 | \$ 2,564 | \$ 2,673,489 |

| | | | | | | | | | | | | | |
|---|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|
| Expenditures: | | | | | | | | | | | | | |
| General & Administrative: | | | | | | | | | | | | | |
| Supervisor Fees | \$ 800 | \$ 600 | \$ 1,000 | \$ 1,000 | \$ 800 | \$ 800 | \$ 800 | \$ 800 | \$ 800 | \$ 800 | \$ 800 | \$ 1,000 | \$ 10,000 |
| FICA Expense | 61 | 46 | 77 | 77 | 61 | 61 | 61 | 61 | 61 | 61 | 61 | 77 | 765 |
| Assessment Roll Administration | 5,300 | - | - | - | - | - | - | - | - | - | - | - | 5,300 |
| Engineering Fees | 1,324 | - | 1,075 | 653 | 653 | 669 | 870 | 3,975 | 943 | 3,683 | 1,320 | - | 15,163 |
| Dissemination Fees | 636 | 636 | 636 | 636 | 636 | 636 | 636 | 636 | 636 | 636 | 636 | 636 | 7,632 |
| Attorney Fees | 5,844 | 17,547 | 8,236 | 3,981 | 6,937 | 4,000 | 4,471 | 10,889 | 3,339 | 2,528 | 2,991 | 3,904 | 74,667 |
| Annual Audit | - | - | - | - | - | - | - | - | - | - | 3,775 | - | 3,775 |
| Trustee Fees | 5,000 | - | - | - | - | - | 5,775 | - | - | - | - | - | 10,775 |
| Arbitrage | - | - | - | - | - | - | 1,200 | - | - | - | - | - | 1,200 |
| Impact Fee Administration | 1,325 | 1,325 | 1,325 | 1,325 | 1,325 | 1,325 | 1,325 | 1,325 | 1,325 | 1,325 | 1,325 | 1,325 | 15,900 |
| Management Fees | 4,534 | 4,534 | 4,534 | 4,534 | 4,534 | 4,534 | 4,534 | 4,534 | 4,534 | 4,534 | 4,534 | 4,534 | 54,403 |
| Information Technology | 133 | 133 | 133 | 133 | 133 | 133 | 133 | 133 | 133 | 133 | 133 | 133 | 1,590 |
| Website Maintenance | 88 | 88 | 88 | 88 | 88 | 88 | 88 | 88 | 88 | 88 | 88 | 88 | 1,060 |
| Telephone | 27 | 44 | 27 | 18 | 55 | 40 | 18 | 22 | 29 | 11 | 7 | 12 | 312 |
| Postage | 22 | 533 | 8 | 17 | 32 | 103 | 12 | 21 | 121 | 1,762 | 112 | 59 | 2,800 |
| Printing & Binding | 53 | 23 | 39 | 30 | 63 | 47 | 34 | 8 | 48 | 1,911 | 14 | 69 | 2,340 |
| Insurance | 8,083 | - | - | - | - | - | - | - | - | - | - | - | 8,083 |
| Legal Advertising | 276 | 84 | 83 | 83 | 84 | - | 84 | 122 | 151 | 86 | 85 | - | 1,140 |
| Other Current Charges | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Office Supplies | 1 | 1 | 0 | 1 | 1 | 1 | 1 | 0 | 1 | 0 | 1 | 1 | 7 |
| Dues, Licenses & Subscriptions | 175 | - | - | - | - | - | - | - | - | - | - | - | 175 |
| Total General & Administrative | \$ 33,681 | \$ 25,594 | \$ 17,261 | \$ 12,575 | \$ 15,400 | \$ 12,437 | \$ 20,042 | \$ 22,614 | \$ 12,207 | \$ 17,558 | \$ 15,882 | \$ 11,837 | \$ 217,087 |

| | | | | | | | | | | | | | |
|-------------------------------------|-----------|-------|-------|-------|-------|-------|--------|-------|-------|--------|-------|-------|-----------|
| Operations & Maintenance | | | | | | | | | | | | | |
| Amenity Center | | | | | | | | | | | | | |
| Insurance | \$ 41,828 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 41,828 |
| Repairs & Replacements | 5,915 | 7,396 | 1,494 | 5,732 | 7,365 | 5,730 | 10,146 | 7,996 | 5,387 | 14,344 | 2,579 | 6,776 | 80,859 |
| Recreational Passes | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Office Supplies | 1,460 | 315 | 282 | 251 | 157 | 535 | 212 | 11 | 374 | 142 | 84 | 185 | 4,008 |
| Permit Fees | 445 | - | - | 1,966 | - | - | - | - | 575 | - | 375 | - | 3,362 |
| Utilities | | | | | | | | | | | | | |
| Water & Sewer | 2,867 | 2,752 | 2,406 | 2,064 | 1,638 | 2,456 | 2,279 | 2,236 | 2,963 | 4,505 | 4,190 | 2,528 | 32,884 |
| Electric | 2,918 | 2,181 | 2,451 | 1,465 | 1,620 | 1,379 | 1,775 | 1,668 | 1,927 | 2,722 | 2,737 | 2,811 | 25,654 |
| Cable/Phone/Internet | 1,775 | 1,775 | 1,775 | 1,810 | 1,835 | 1,851 | 1,901 | 1,901 | 1,778 | 1,816 | 1,832 | 1,968 | 22,018 |
| Security System | - | - | - | - | - | - | 280 | - | - | 280 | - | - | 560 |

Durbin Crossing
Community Development District
Month to Month

| | Oct | Nov | Dec | Jan | Feb | March | April | May | June | July | Aug | Sept | Total |
|--|---------------------|--------------------|-------------------|---------------------|-------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Amenity Center Management Contracts | | | | | | | | | | | | | |
| Managerial | 21,138 | 21,138 | 21,138 | 21,138 | 21,138 | 21,138 | 21,138 | 21,138 | 21,138 | 21,138 | 21,138 | 21,138 | 253,658 |
| Staffing | 20,976 | 20,976 | 20,976 | 20,976 | 20,976 | 20,976 | 20,976 | 20,976 | 20,976 | 20,976 | 20,976 | 20,976 | 251,715 |
| Lifeguards | - | - | - | - | - | 7,682 | 3,850 | 12,480 | 26,249 | 25,386 | 15,032 | - | 90,680 |
| Mobile App | 292 | 292 | 292 | 292 | 292 | 292 | 292 | 292 | 292 | 292 | 292 | 292 | 3,500 |
| Refuse Service | 732 | 742 | 743 | 843 | 834 | 822 | 819 | 826 | 822 | 824 | 817 | 817 | 9,642 |
| Pool Chemicals | 2,770 | 2,770 | 2,770 | 2,936 | 2,936 | 1,924 | 2,936 | 3,947 | 2,936 | 2,936 | 2,936 | 3,146 | 34,941 |
| Special Events | 4,641 | 3,372 | 4,705 | 8,070 | 351 | 4,268 | 3,710 | 1,320 | 3,247 | 3,582 | 549 | 1,278 | 39,095 |
| Holiday Décor | - | 12,542 | 1,849 | 2,283 | 147 | 227 | - | - | - | - | - | - | 17,047 |
| Pest Control | 408 | 524 | 443 | 337 | 119 | 637 | 1,411 | 119 | 337 | 912 | 456 | 456 | 6,158 |
| Pressure Washing | 1,525 | - | - | - | - | - | - | - | - | - | 3,033 | - | 4,558 |
| Fitness Equipment Maintenance | - | 300 | - | - | - | 515 | 4,550 | - | 160 | 2,239 | 1,715 | - | 9,478 |
| Subtotal Amenity Center | \$ 109,690 | \$ 77,073 | \$ 61,324 | \$ 70,163 | \$ 59,408 | \$ 70,432 | \$ 76,274 | \$ 74,911 | \$ 89,162 | \$ 102,094 | \$ 78,741 | \$ 62,373 | \$ 931,643 |
| Grounds Maintenance | | | | | | | | | | | | | |
| Electric | \$ 632 | \$ 615 | \$ 640 | \$ 678 | \$ 721 | \$ 628 | \$ 614 | \$ 603 | \$ 593 | \$ 610 | \$ 605 | \$ 621 | \$ 7,561 |
| Water / Reuse | 22,787 | 21,069 | 18,288 | 19,748 | 23,742 | 19,731 | 19,191 | 19,195 | 24,584 | 31,192 | 47,999 | 25,733 | 293,259 |
| Streetlighting | 6,178 | 5,933 | 6,017 | 5,915 | 6,239 | 5,971 | 5,809 | 5,763 | 5,763 | 5,894 | 5,938 | 6,031 | 71,451 |
| Lake Maintenance | 4,429 | 4,429 | 4,429 | 4,429 | 4,429 | 4,429 | 4,429 | 4,429 | 4,429 | 4,429 | 4,429 | 4,429 | 53,148 |
| Landscape Maintenance | 45,491 | 45,491 | 45,491 | 45,491 | 45,491 | 45,491 | 45,491 | 45,491 | 45,491 | 45,491 | - | 45,491 | 500,401 |
| Landscape Contingency | 11,815 | 13,172 | - | 2,400 | 7,286 | 25,307 | 14,501 | - | 22,475 | 32,139 | 2,800 | - | 131,896 |
| Mulch | - | 59,400 | - | - | - | - | - | - | - | - | - | - | 59,400 |
| Sod Replacement | 1,689 | - | - | - | - | - | 176,889 | - | - | - | - | - | 178,577 |
| Fuel | 75 | 75 | 93 | 76 | 29 | 75 | 78 | 78 | 16 | 30 | 15 | 27 | 668 |
| Irrigation Repairs | - | 3,380 | - | 1,817 | - | - | 2,773 | - | 3,024 | 13,850 | 1,158 | - | 26,002 |
| Capital Reserve Funding | - | - | - | - | - | - | - | - | 100,000 | - | - | - | 100,000 |
| Water Quality Monitoring | 2,300 | - | - | - | - | - | - | - | - | - | - | - | 2,300 |
| Subtotal Ground Maintenance | \$ 95,395 | \$ 153,565 | \$ 74,958 | \$ 80,553 | \$ 87,936 | \$ 101,632 | \$ 269,775 | \$ 75,560 | \$ 206,376 | \$ 133,635 | \$ 62,945 | \$ 82,332 | \$ 1,424,663 |
| Total Operations & Maintenance | \$ 205,085 | \$ 230,639 | \$ 136,282 | \$ 150,716 | \$ 147,344 | \$ 172,064 | \$ 346,049 | \$ 150,470 | \$ 295,537 | \$ 235,729 | \$ 141,686 | \$ 144,705 | \$ 2,356,305 |
| Total Expenditures | \$ 238,766 | \$ 256,233 | \$ 153,542 | \$ 163,291 | \$ 162,744 | \$ 184,501 | \$ 366,091 | \$ 173,084 | \$ 307,744 | \$ 253,288 | \$ 157,568 | \$ 156,542 | \$ 2,573,392 |
| Excess (Deficiency) of Revenues over Expenditures | \$ (234,949) | \$ (79,306) | \$ 288,201 | \$ 1,507,325 | \$ 65,145 | \$ (132,913) | \$ (353,045) | \$ (165,894) | \$ (248,312) | \$ (238,957) | \$ (153,222) | \$ (153,977) | \$ 100,097 |
| Net Change in Fund Balance | \$ (234,949) | \$ (79,306) | \$ 288,201 | \$ 1,507,325 | \$ 65,145 | \$ (132,913) | \$ (353,045) | \$ (165,894) | \$ (248,312) | \$ (238,957) | \$ (153,222) | \$ (153,977) | \$ 100,097 |

Durbin Crossing
Community Development District
Debt Service Fund Series 2017 A1 & A2
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2024

| | Adopted Budget | Prorated Budget Thru 09/30/24 | Actual Thru 09/30/24 | Variance |
|--|---------------------|----------------------------------|-------------------------|-------------------|
| Revenues: | | | | |
| Special Assessments - Tax Roll | \$ 3,054,876 | \$ 3,054,876 | \$ 3,074,548 | \$ 19,672 |
| Special Assessments - Prepayments | - | - | 13,287 | 13,287 |
| Interest Income | 5,000 | 5,000 | 160,297 | 155,297 |
| Total Revenues | \$ 3,059,876 | \$ 3,059,876 | \$ 3,248,132 | \$ 188,256 |
| Expenditures: | | | | |
| <u>Series 2017 A-1</u> | | | | |
| Interest -11/1 | \$ 535,347 | \$ 535,347 | \$ 535,347 | \$ - |
| Interest - 5/1 | 535,347 | 535,347 | 535,347 | - |
| Principal - 5/1 | 1,595,000 | 1,595,000 | 1,595,000 | - |
| <u>Series 2017 A-2</u> | | | | |
| Interest -11/1 | \$ 88,850 | \$ 88,850 | \$ 88,850 | \$ - |
| Interest - 5/1 | 88,850 | 88,850 | 88,850 | - |
| Principal - 5/1 | 155,000 | 155,000 | 155,000 | - |
| Total Expenditures | \$ 2,998,394 | \$ 2,998,394 | \$ 2,998,394 | \$ - |
| Excess (Deficiency) of Revenues over Expenditures | \$ 61,482 | \$ 61,482 | \$ 249,738 | \$ 188,256 |
| Other Financing Sources/(Uses): | | | | |
| Transfer In/(Out) | \$ - | \$ - | \$ - | \$ - |
| Total Other Financing Sources/(Uses) | \$ - | \$ - | \$ - | \$ - |
| Net Change in Fund Balance | \$ 61,482 | \$ 61,482 | \$ 249,738 | \$ 188,256 |
| Fund Balance - Beginning | \$ 783,772 | | \$ 2,322,012 | |
| Fund Balance - Ending | \$ 845,254 | | \$ 2,571,751 | |

Durbin Crossing
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2024

| | Adopted Budget | Prorated Budget Thru 09/30/24 | Actual Thru 09/30/24 | Variance |
|--|---------------------|----------------------------------|-------------------------|---------------------|
| Revenues | | | | |
| Capital Reserve Funding | \$ 100,000 | \$ 100,000 | \$ 100,000 | \$ - |
| Miscellaneous Revenue/Interest Income | 10,000 | 10,000 | 43,978 | 33,978 |
| Impact Fees | - | - | 537,733 | 537,733 |
| Total Revenues | \$ 110,000 | \$ 110,000 | \$ 681,711 | \$ 571,711 |
| Expenditures: | | | | |
| Capital Outlay | \$ 300,000 | \$ 300,000 | \$ 590,262 | \$ (290,262) |
| Repair and Replacement | 100,000 | 100,000 | 75,326 | 24,674 |
| Other Current Charges | - | - | 9,794 | (9,794) |
| Total Expenditures | \$ 400,000 | \$ 400,000 | \$ 675,382 | \$ (275,382) |
| Excess (Deficiency) of Revenues over Expenditures | \$ (290,000) | | \$ 6,329 | |
| Other Financing Sources/(Uses) | | | | |
| Transfer In/(Out) | \$ - | \$ - | \$ - | \$ - |
| Total Other Financing Sources (Uses) | \$ - | \$ - | \$ - | \$ - |
| Net Change in Fund Balance | \$ (290,000) | | \$ 6,329 | |
| Fund Balance - Beginning | \$ 1,258,811 | | \$ 1,290,879 | |
| Fund Balance - Ending | \$ 968,811 | | \$ 1,297,208 | |

Durbin Crossing
Community Development District
Long Term Debt Report

| Series 2017A-1, Special Assessment Refunding Bonds | |
|--|----------------------|
| Interest Rate: | Various |
| Maturity Date: | 5/1/2037 |
| Reserve Fund Definition | 50% MADS |
| Reserve Fund Requirement | \$ 1,343,722 |
| Reserve Fund Balance | 1,343,722 |
| | |
| Bonds outstanding - 3/31/2017 | \$ 37,825,000 |
| Less: May 1, 2017 (Prepayment) | (40,000) |
| Less: May 1, 2018 | (1,415,000) |
| Less: May 1, 2018 (Prepayment) | (10,000) |
| Less: November 1, 2018 (Prepayment) | (15,000) |
| Less: May 1, 2019 | (1,445,000) |
| Less: May 1, 2019 (Prepayment) | (25,000) |
| Less: November 1, 2019 (Prepayment) | (145,000) |
| Less: May 1, 2020 | (1,465,000) |
| Less: May 1, 2020 (Prepayment) | (25,000) |
| Less: November 1, 2020 (Prepayment) | (25,000) |
| Less: May 1, 2021 | (1,495,000) |
| Less: November 1, 2021 (Prepayment) | (195,000) |
| Less: May 1, 2022 | (1,515,000) |
| Less: May 1, 2023 | (1,555,000) |
| Less: May 1, 2024 | (1,595,000) |
| Current Bonds Outstanding | \$ 26,860,000 |

| Series 2017A-2, Special Assessment Refunding Bonds | |
|--|---------------------|
| Interest Rate: | 5.00% -6.25% |
| Maturity Date: | 5/1/2037 |
| Reserve Fund Definition | 50% MADS |
| Reserve Fund Requirement | \$ 172,938 |
| Reserve Fund Balance | 172,938 |
| | |
| Bonds outstanding - 3/31/2017 | \$ 4,580,000 |
| Less: May 1, 2018 | (130,000) |
| Less: May 1, 2018 (Prepayment) | (170,000) |
| Less: November 1, 2018 (Prepayment) | (10,000) |
| Less: May 1, 2019 | (130,000) |
| Less: May 1, 2019 (Prepayment) | (25,000) |
| Less: November 1, 2019 (Prepayment) | (20,000) |
| Less: May 1, 2020 | (140,000) |
| Less: May 1, 2020 (Prepayment) | (65,000) |
| Less: May 1, 2021 | (145,000) |
| Less: May 1, 2021 (Prepayment) | (40,000) |
| Less: November 1, 2021 (Prepayment) | (20,000) |
| Less: May 1, 2022 | (150,000) |
| Less: May 1, 2022 (Prepayment) | (95,000) |
| Less: May 1, 2023 | (155,000) |
| Less: May 1, 2023 (Prepayment) | (95,000) |
| Less: May 1, 2024 | (155,000) |
| Current Bonds Outstanding | \$ 3,035,000 |

C.

DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2024 Assessment Receipts

| | ASSESSED | | | |
|---------------------------------|---------------------|-----------------------------|---------------------|---------------------|
| | # UNITS ASSESSED | SERIES 2017A1-2 DEBT NET | O&M NET | TOTAL NET ASMTS |
| NET ASSESSMENTS TAX ROLL | 146,477 | 3,054,876.06 | 2,588,129.23 | 5,643,005.29 |

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

| ST JOHNS COUNTY DISTRIBUTION | RECEIVED | | | |
|--------------------------------|------------|---------------------|---------------------|--------------------------|
| | DATE | DEBT | O&M | TOTAL AMOUNT RECEIVED |
| 1 | 11/3/2023 | 9,213.90 | 7,806.13 | 17,020.03 |
| 2 | 11/17/2023 | 91,046.12 | 77,135.42 | 168,181.54 |
| 3 | 11/22/2023 | 106,740.55 | 90,431.93 | 197,172.48 |
| 4 | 12/14/2023 | 348,657.43 | 295,386.93 | 644,044.36 |
| 5 | 12/21/2023 | 171,356.67 | 145,175.52 | 316,532.19 |
| 6 | 1/9/2024 | 1,963,559.11 | 1,663,551.85 | 3,627,110.96 |
| INTEREST | 1/11/2024 | 7,826.38 | 6,630.61 | 14,456.99 |
| 7 | 2/12/2024 | 254,835.65 | 215,899.95 | 470,735.60 |
| 8 | 3/19/2024 | 52,315.65 | 44,322.47 | 96,638.12 |
| INTEREST | 4/9/2024 | 4,288.94 | 3,633.64 | 7,922.58 |
| TAX CERTIFICATES | 6/11/2024 | 4,151.28 | 3,517.02 | 7,668.30 |
| 9 | 6/27/2024 | 59,906.82 | 50,753.81 | 110,660.63 |
| 10 | 7/29/2024 | 649.21 | 550.02 | 1,199.23 |
| | | - | - | |
| | | - | - | |
| | | - | - | |
| TOTAL TAX ROLL RECEIPTS | | 3,074,547.71 | 2,604,795.30 | 5,679,343.01 |
| TAX ROLL % COLLECTED | | 100.6% | 100.6% | 100.6% |

D.

Durbin Crossing
Community Development District

Check Run Summary
9/1/2024 thru 9/30/2024

| Fund | Date | Check No. | Amount |
|---------------------------------------|-------------|------------------|--------------------------------|
| General Fund | | | |
| Payroll | 9/26/24 | 50857-50861 | \$ 923.50 |
| | | | <u>Sub-Total</u> \$ 923.50 |
| Accounts Payable | 9/24/24 | 6976-6987 | \$ 122,909.02 |
| | | | <u>Sub-Total</u> \$ 122,909.02 |
| Capital Reserve Fund | 9/24/24 | 258 | \$ 5,565.40 |
| | | | <u>Sub-Total</u> \$ 5,565.40 |
| Vesta Wells Fargo Credit Card* | | | |
| | 9/30/24 | August Purchases | \$ 2,870.16 |
| | | | <u>Sub-Total</u> \$ 2,870.16 |
| Total | | | \$ 132,268.08 |

*Wells Fargo Credit Card Invoices available upon request

| CHECK # | EMP # | EMPLOYEE NAME | CHECK AMOUNT | CHECK DATE |
|--------------------|-------|-------------------|--------------|------------|
| 50857 | 11 | SARAH G HALL | 184.70 | 9/26/2024 |
| 50858 | 13 | JASON S HARRAH | 184.70 | 9/26/2024 |
| 50859 | 8 | PETER E POLLICINO | 184.70 | 9/26/2024 |
| 50860 | 18 | SHALENE B ESTES | 184.70 | 9/26/2024 |
| 50861 | 17 | WILLIAM H CLARKE | 184.70 | 9/26/2024 |
| TOTAL FOR REGISTER | | | 923.50 | |

DURB DURBIN CROSS DLAUGHLIN

ATTENDANCE SHEET

District: Durbin Crossing CDD

Meeting Date: September 23, 2024

| | Supervisor | In Attendance | Fees |
|----|---|-------------------------------------|-------|
| 1. | William Clarke <i>Assistant Secretary</i> | <input checked="" type="checkbox"/> | \$200 |
| 2. | Peter Pollicino <i>Chairman</i> | <input checked="" type="checkbox"/> | \$200 |
| 3. | Sarah Gabel Hall <i>Assistant Secretary</i> | <input checked="" type="checkbox"/> | \$200 |
| 4. | Shalene B. Estes <i>Assistant Secretary</i> | <input checked="" type="checkbox"/> | \$200 |
| 5. | Jason Harrah <i>Vice Chairman</i> | <input checked="" type="checkbox"/> | \$200 |

District Manager: 

PLEASE RETURN COMPLETED FORM TO BERNADETTE PEREGRINO

| CHECK DATE | VEND# | INVOICE DATE | INVOICE | EXPENSED TO... YRMO | DPT ACCT# | SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT | CHECK AMOUNT | CHECK # |
|----------------------------------|-------|--------------|----------|---------------------|-----------------|--------------|---------------------------|--------|----------|--------------|---------|
| 9/24/24 | 00021 | 9/01/24 | 525 | 202409 | 310-51300-34000 | | SEP MANAGEMENT FEES | * | 4,533.58 | | |
| 9/01/24 | | 525 | | 202409 | 310-51300-55000 | | SEP WEBSITE ADMIN | * | 88.33 | | |
| 9/01/24 | | 525 | | 202409 | 310-51300-35100 | | SEP INFO TECH | * | 132.50 | | |
| 9/01/24 | | 525 | | 202409 | 310-51300-32500 | | SEP IMPACT FEE COL ADMIN | * | 1,325.00 | | |
| 9/01/24 | | 525 | | 202409 | 310-51300-31300 | | SEP DISSEM AGENT SRVCS | * | 636.00 | | |
| 9/01/24 | | 525 | | 202409 | 310-51300-51000 | | OFFICE SUPPLIES | * | .57 | | |
| 9/01/24 | | 525 | | 202409 | 310-51300-42000 | | POSTAGE | * | 58.66 | | |
| 9/01/24 | | 525 | | 202409 | 310-51300-42500 | | COPIES | * | 69.00 | | |
| 9/01/24 | | 525 | | 202409 | 310-51300-41000 | | TELEPHONE | * | 12.15 | | |
| GOVERNMENTAL MANAGEMENT SERVICES | | | | | | | | | | 6,855.79 | 006976 |
| 9/24/24 | 00405 | 9/05/24 | 13824 | 202409 | 320-53800-44200 | | ANTHONY STYLE FILTER GRID | * | 3,450.00 | | |
| HENDERSON POOL SERVICE INC | | | | | | | | | | 3,450.00 | 006977 |
| 9/24/24 | 00386 | 9/11/24 | 87256 | 202408 | 310-51300-31500 | | POOL RESURF ATTORNEY FEE | * | 1,918.00 | | |
| PASKERT DIVERS THOMPSON | | | | | | | | | | 1,918.00 | 006978 |
| 9/24/24 | 00109 | 9/01/24 | 13129562 | 202409 | 320-53800-45510 | | SEP POOL CHEMICALS NORTH | * | 1,011.51 | | |
| POOLSURE | | | | | | | | | | 1,011.51 | 006979 |
| 9/24/24 | 00109 | 9/01/24 | 13129562 | 202409 | 320-53800-45510 | | SEP POOL CHEMICALS SOUTH | * | 1,924.24 | | |
| POOLSURE | | | | | | | | | | 1,924.24 | 006980 |
| 9/24/24 | 00283 | 9/01/24 | PSI10211 | 202409 | 320-53800-46800 | | SEP LAKE MAINTENANCE | * | 4,429.00 | | |
| SOLITUDE LAKE MANAGEMENT LLC | | | | | | | | | | 4,429.00 | 006981 |
| 9/24/24 | 00066 | 9/06/24 | 61954301 | 202409 | 320-53800-45513 | | SEP PEST CONTROL NORTH | * | 81.19 | | |
| TURNER PEST CONTROL | | | | | | | | | | 81.19 | 006982 |
| 9/24/24 | 00066 | 9/06/24 | 61954301 | 202409 | 320-53800-45513 | | SEP PEST CONTROL SOUTH | * | 99.93 | | |
| TURNER PEST CONTROL | | | | | | | | | | 99.93 | 006983 |
| DURB DURBIN CROSS OKUZMUK | | | | | | | | | | | |

| CHECK DATE | VEND# | INVOICE DATE | INVOICE | EXPENSED TO YRMO | DPT | ACCT# | SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT | CHECK AMOUNT | CHECK # |
|--------------------|-------|--------------|---------|------------------|-----------------|-------|-----|----------|--|--------|------------|--------------|---------|
| 9/24/24 | 00252 | 8/31/24 | 421922 | 202408 | 320-53800-45501 | | | | LIFEGUARDS VESTA PROPERTY SERVICES, INC. | * | 15,032.02 | 15,032.02 | 006984 |
| 9/24/24 | 00252 | 8/31/24 | 421964 | 202408 | 320-53800-45510 | | | | POOL CHEMICALS VESTA PROPERTY SERVICES, INC. | * | 210.27 | 210.27 | 006985 |
| 9/24/24 | 00252 | 9/01/24 | 421497 | 202409 | 320-53800-45502 | | | | SEP GENERAL MANAGER | * | 9,261.58 | | |
| | | 9/01/24 | 421497 | 202409 | 320-53800-45517 | | | | SEP FACILITY MANAGER | * | 5,556.95 | | |
| | | 9/01/24 | 421497 | 202409 | 320-53800-46000 | | | | SEP FIELD OPS MANAGER | * | 6,319.67 | | |
| | | 9/01/24 | 421497 | 202409 | 320-53800-45507 | | | | SEP JANITORIAL SRVCS | * | 2,035.86 | | |
| | | 9/01/24 | 421497 | 202409 | 320-53800-45505 | | | | SEP COMMERCIAL POOL MAINT | * | 2,783.14 | | |
| | | 9/01/24 | 421497 | 202409 | 320-53800-45515 | | | | SEP FACILITY MONITOR | * | 5,488.52 | | |
| | | 9/01/24 | 421497 | 202409 | 320-53800-45503 | | | | SEP FACILITY ATTENDANT | * | 6,708.19 | | |
| | | 9/01/24 | 421497 | 202409 | 320-53800-45210 | | | | SEP MOBILE APP | * | 291.67 | | |
| | | 9/01/24 | 421497 | 202409 | 320-53800-45518 | | | | SEP MAINTENANCE TECHS VESTA PROPERTY SERVICES, INC. | * | 3,960.51 | 42,406.09 | 006986 |
| 9/24/24 | 00382 | 9/01/24 | 756774 | 202409 | 320-53800-46200 | | | | SEP LANDSCAPE MAINTENANCE YELLOWSTONE LANDSCAPE | * | 45,490.98 | 45,490.98 | 006987 |
| TOTAL FOR BANK A | | | | | | | | | | | 122,909.02 | | |
| TOTAL FOR REGISTER | | | | | | | | | | | 122,909.02 | | |

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

Invoice

Invoice #: 525
Invoice Date: 9/1/24
Due Date: 9/1/24
Case:
P.O. Number:

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

| Description | Hours/Qty | Rate | Amount |
|--|-----------|----------|-------------------|
| Management Fees -September 2024 | | 4,533.58 | 4,533.58 |
| Website Administration - September 2024 | | 88.33 | 88.33 |
| Information Technology - September 2024 | | 132.50 | 132.50 |
| Impact Fee Collection Administration -September 2024 | | 1,325.00 | 1,325.00 |
| Dissemination Agent Services - September 2024 | | 636.00 | 636.00 |
| Office Supplies | | 0.57 | 0.57 |
| Postage | | 58.66 | 58.66 |
| Copies | | 69.00 | 69.00 |
| Telephone | | 12.15 | 12.15 |
| Total | | | \$6,855.79 |
| Payments/Credits | | | \$0.00 |
| Balance Due | | | \$6,855.79 |

RECEIVED
 SEP 05 2024
 BY: _____



HENDERSOON
POOL SERVICE, INC.

Henderson Pool Service, Inc.
PO Box 330799
Atlantic Beach, Florida 32233
Office Phone: 904-241-7665
Mobile Phone: 904-710-5145
hendersonpools@gmail.com

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

Invoice

Invoice Number: 13824
Invoice Date: 09/05/2024
Payment Terms: Payment 30 days after invoice date
Invoice Due Date: 10/05/2024
Invoice Amount: 3,450.00
Created By: Cooper Jones

Ship To
Durbin Crossing CDD
730 N. Durbin Pkwy
St Johns, FL 32259

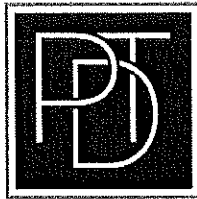
| Item # | Item Name | Quantity | Unit Price | Taxable | Total |
|--------|--|----------|------------|---------|----------|
| 1520 | Supply 13.5" x 24" Anthony style filter grids. | 138.00 | 25.00 | | 3,450.00 |

Subtotal: \$ 3,450.00
Invoice Amount \$ 3,450.00

Repairs + Replacements

1.320.53800.44200





Paskert
Divers
Thompson
ATTORNEYS AT LAW

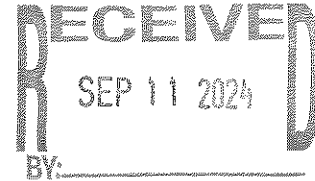
100 North Tampa Street
Suite 3700
Tampa, Florida 33602

Telephone: 813-229-3500
Facsimile: 813-229-3502
www.pdtlegal.com

September 11, 2024

Via E-mail only

Durbin Crossing Community Development District
c/o Daniel Laughlin
475 West Town Place, Suite 114
St. Augustine, FL 32092
dlaughlin@gmsnf.com



Re: Invoice - Services rendered through August 31, 2024

Dear Mr. Laughlin,

Attached is an invoice for services rendered and costs incurred through August 31, 2024 for the following matter:

| | |
|---|----------------------------|
| Matter Name | Durbin Crossing CDD |
| Matter No. | 122411 |
| PDT Invoice No. (<i>Reference this number on your payment.</i>) | 87256 |
| This Month's Charges | \$1,918.00 |

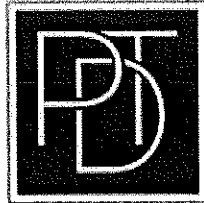
I trust that you will find the invoice in order and would appreciate your making arrangements to pay the invoice at your earliest convenience. If you have any questions, please do not hesitate to call me.

Best regards,

PASKERT DIVERS THOMPSON

Matthew G. Davis

MGD/jd
Attachment
cc: Todd Polvere



Paskert
Divers
Thompson
ATTORNEYS AT LAW

Phone: (813) 229-3500

100 North Tampa Street, Suite 3700
Tampa, FL 33602
www.pdtlegal.com

Fax: (813) 229-3502

Durbin Crossing Community Development District
475 West Town Place
Suite 114
St. Augustine, FL 32092
Attention: c/o Daniel Laughlin

September 11, 2024
Client: 002389
Matter: 122411
Invoice #: 87256
Resp. Atty: MGD

RE: Durbin Crossing CDD – Pool Resurfacing

COVER SHEET

For Professional Services Rendered Through August 31, 2024

Federal Tax I.D. No.: 74-3029197

| | |
|---------------------------|-------------------|
| Total Services | \$1,918.00 |
| TOTAL THIS INVOICE | \$1,918.00 |
| Previous Balance | \$196.00 |
| <i>Less Payments</i> | <i>(\$196.00)</i> |
| Total Due To Date | \$1,918.00 |

Remittance Advice

Payment is due within 30 days of the invoice date.

Check Payable To:
Paskert Divers Thompson
Attn.: Accounts Receivable
100 North Tampa Street
Suite 3700
Tampa, FL 33602

ACH & Wire Transfers:

We accept ACH & Wire Transfers. Please contact our Accounts Receivable Department for details.

Please return this remittance page with your payment. Thank you.



**Paskert
Divers
Thompson**
ATTORNEYS AT LAW

Phone: (813) 229-3500

100 North Tampa Street, Suite 3700
Tampa, FL 33602
www.pdtlegal.com

Fax: (813) 229-3502

Durbin Crossing Community Development District
475 West Town Place
Suite 114
St. Augustine, FL 32092
Attention: c/o Daniel Laughlin

September 11, 2024
Client: 002389
Matter: 122411
Invoice #: 87256
Resp. Atty: MGD
Page: 1

RE: Durbin Crossing CDD – Pool Resurfacing

For Professional Services Rendered Through August 31, 2024

Federal Tax I.D. No.: 74-3029197

SERVICES

| Date | Person | Description of Services | Hours | Amount |
|------------|--------|---|-------|----------|
| 07/16/2024 | MGD | Review/analysis of Pinnacle's answer and affirmative defenses. | 0.10 | \$35.00 |
| 08/05/2024 | JSM | Drafted Response to Audit Letter. | 1.00 | \$280.00 |
| 08/08/2024 | JSM | Correspondence with counsels for Epic (J. Fickett) and Pinnacle (E. Bearden) regarding amending scheduling order and anticipated discovery. | 0.10 | \$28.00 |
| 08/09/2024 | MGD | Phone call with Mr. Pollicino regarding case status with Pinnacle involved and settlement/mediation strategy. | 0.30 | \$105.00 |
| 08/09/2024 | MGD | Meet with Ms. Mazariego regarding case status with Pinnacle involved and settlement/mediation strategy. | 0.30 | \$105.00 |
| 08/09/2024 | JSM | Calls to all board members to provide updates (individually) regarding case status and litigation strategy. | 0.80 | \$224.00 |
| 08/09/2024 | JSM | Call with board chairman regarding case status, litigation strategy, and impact of Third Party Pinnacle added to the case. | 0.40 | \$112.00 |
| 08/09/2024 | JSM | Email with expert (D. Downey) regarding need for report and upcoming disclosure deadline. | 0.10 | \$28.00 |
| 08/09/2024 | JSM | Email with expert (B. Newkirk) regarding need for report and upcoming disclosure deadline. | 0.10 | \$28.00 |
| 08/09/2024 | JSM | Call counsels for Pinnacle (E. Bearden) and Epic (J. Fickett) regarding amending scheduling deadlines and discovery. | 0.70 | \$196.00 |
| 08/12/2024 | JSM | Reviewed correspondence from expert (B. Newkirk) regarding scopes for expert reports. | 0.10 | \$28.00 |
| 08/12/2024 | JSM | Correspondence with expert (B. Newkirk) regarding scopes for expert report. | 0.10 | \$28.00 |
| 08/13/2024 | MGD | Meet with Ms. Mazariego to discuss potentially overlapping expert reports. | 0.30 | \$105.00 |
| 08/14/2024 | JSM | Correspondence with Epic's counsel (J. Fickett) confirming agreement to extend deadlines. | 0.10 | \$28.00 |
| 08/14/2024 | JSM | Correspondence with expert (D. Downey) regarding parameters for expert report. | 0.10 | \$28.00 |



SERVICES

| Date | Person | Description of Services | Hours | Amount |
|-----------------------------|--------|--|-------|------------|
| 08/20/2024 | JSM | Reviewed/Analyzed Joint Motion to Continue Deadlines and Amend Scheduling Order. | 0.40 | \$112.00 |
| 08/20/2024 | JSM | Reviewed/Analyzed Proposed deposition topics for Durbin Crossing CDD Corporate representative. | 0.40 | \$112.00 |
| 08/20/2024 | JSM | Reviewed/Analyzed Proposed deposition topics for Vesta Property Management Corporate representative. | 0.40 | \$112.00 |
| 08/22/2024 | JSM | Correspondence with Mr. Davis regarding motion to continue trial deadlines. | 0.10 | \$28.00 |
| 08/22/2024 | JSM | Correspondence with counsel for Epic Pools (J. Fickett) regarding motion to continue trial deadlines and consent to file. | 0.10 | \$28.00 |
| 08/26/2024 | JSM | Drafted Consent to Continue Trial for client's signature. | 0.10 | \$28.00 |
| 08/26/2024 | JSM | Correspondence with client (P. Pollicino) regarding joint motion to continue trial based upon Third Party, Pinnacle's recent appearance in case. | 0.10 | \$28.00 |
| 08/26/2024 | JSM | Correspondence from Durbin's personal counsel (M. Eckert) regarding review of Client Consent to Continue Trial. | 0.10 | \$28.00 |
| 08/27/2024 | JSM | Reviewed correspondence from M. Eckert (counsel for Durbin) regarding consent to continue trial. | 0.10 | \$28.00 |
| 08/27/2024 | JSM | Correspondence with M. Eckert (counsel for Durbin) regarding consent to continue trial. | 0.10 | \$28.00 |
| 08/28/2024 | JSM | Drafted Notice of Filing of Consent to Continue Trial and filed the same. | 0.10 | \$28.00 |
| Total Professional Services | | | 6.60 | \$1,918.00 |

PERSON RECAP

| Person | Level | Hours | Rate | Amount |
|-------------------------|------------|-------|----------|------------|
| MGD Matthew G. Davis | Partners | 1.00 | \$350.00 | \$350.00 |
| JSM Jessica S Mazariego | Associates | 5.60 | \$280.00 | \$1,568.00 |
| Total Services | | | | \$1,918.00 |

TOTAL THIS INVOICE

\$1,918.00



Invoice

Date
Invoice#

9/1/2024
131295624130

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

| | |
|----------|-----------|
| Terms | Net 20 |
| Due Date | 9/21/2024 |
| PO # | |

| |
|---|
| Bill To |
| Attn: Office Durbin Crossing North 475 West Town Place, Suite 114 St. Augustine FL 32092 |

| |
|--|
| Ship To |
| Durbin Crossing North 730 North Durbin Pkwy Saint Johns FL 32259 |

| Item | Description | Qty | Units | Amount |
|--------------|------------------------------------|-----|-------|------------|
| WM-CHEM-FLAT | Water Management Flat Billing Rate | 1 | ea | \$1,011.51 |

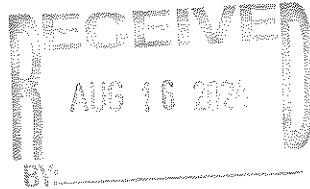
Subtotal \$1,011.51

Tax \$0.00

Total \$1,011.51

Amount Paid/Credit Applied \$0.00

Balance Due \$1,011.51



131295624130



Invoice

Date
Invoice#

9/1/2024
131295624131

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

| | |
|----------|-----------|
| Terms | Net 20 |
| Due Date | 9/21/2024 |
| PO # | |

| Bill To |
|--|
| GMS, LLC 475 West Town Place, Suite 114 St. Augustine FL 32092 |

| Ship To |
|---|
| Durbin Crossing South 145 South Durbin Pkwy Jacksonville FL 32259 |

| Item | Description | Qty | Units | Amount |
|--------------|------------------------------------|-----|-------|------------|
| WM-CHEM-FLAT | Water Management Flat Billing Rate | 1 | ea | \$1,924.24 |

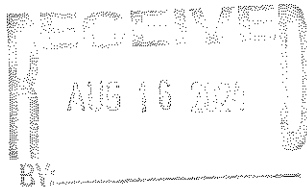
Subtotal \$1,924.24

Tax \$0.00

Total \$1,924.24

Amount Paid/Credit Applied \$0.00

Balance Due \$1,924.24



131295624131



INVOICE

Page: 1

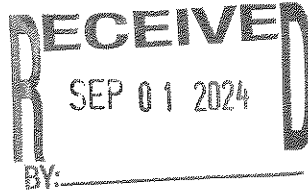
Please Remit Payment to:

Solitude Lake Management, LLC
 1320 Brookwood Drive
 Suite H
 Little Rock, AR 72202
 Phone #: (888) 480-5253
 Fax #: (888) 358-0088

Invoice Number: PSI102117
 Invoice Date: 9/1/2024

Bill
 To: Durbin Crossing CDD
 Governmental Mgmt Services
 475 West Town Place #114
 Saint Augustin, FL 32092

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



Ship Via
 Ship Date 9/1/2024
 Due Date 10/1/2024
 Terms Net 30

Customer ID 5459
 P.O. Number
 P.O. Date 9/1/2024
 Our Order No.

| Item/Description | Unit | Order Qty | Quantity | Unit Price | Total Price |
|---|------|-----------|----------|------------|-------------|
| Annual Maintenance September Billing 9/1/2024 - 9/30/2024 Durbin Crossing Cdd-Lake-ALL | | 1 | 1 | 4,429.00 | 4,429.00 |

Amount Subject to Sales Tax 0.00
 Amount Exempt from Sales Tax 4,429.00

Subtotal: 4,429.00
 Invoice Discount: 0.00
 Total Sales Tax: 0.00
 Payment Amount: 0.00
Total: 4,429.00



PAYMENT ADDRESS:
 Turner Pest Control LLC • P.O. Box 952503 • Atlanta, Georgia 31192-2503
 904-355-5300 • Fax: 904-353-1499 • Toll Free: 800-225-5305 • turnerpest.com

Turner Pest Control LLC
 P.O. Box 952503
 Atlanta, GA 31192-2503
 904-355-5300

Service Slip/Invoice

INVOICE: 619543015
DATE: 09/06/2024
ORDER: 619543015

Bill To: [176599]
 Durbin Crossing CDD
 475 W Town Pl Ste 114
 Saint Augustine, FL 32092-3649

Work Location: [176599] 904-230-2011
 Durbin Crossing CDD
 730 N Durbin Pkwy
 St Johns, FL 32259-8217

| Work Date | Time | Target Pest | Technician | Time In |
|----------------|----------|--------------|------------|----------|
| 09/06/2024 | 01:02 PM | | | 01:02 PM |
| Purchase Order | Terms | Last Service | Map Code | Time Out |
| | NET 30 | 09/06/2024 | | 01:22 PM |

| Service | Description | Price |
|---------|-------------|-------|
|---------|-------------|-------|

CPCM Commercial Pest Control - Monthly Service \$81.19

SUBTOTAL \$81.19
TAX \$0.00
AMT. PAID \$0.00
TOTAL \$81.19

RECEIVED
 SEP 10 2024
 BY: _____

AMOUNT DUE \$81.19

TECHNICIAN SIGNATURE

CUSTOMER SIGNATURE

Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

PLEASE PAY FROM THIS INVOICE



PAYMENT ADDRESS:
Turner Pest Control LLC - P.O. Box 952503 • Atlanta, Georgia 31192-2503
904-355-5300 • Fax: 904-353-1499 • Toll Free: 800-225-5305 • turnerpest.com

Turner Pest Control LLC
P.O. Box 952503
Atlanta, GA 31192-2503
904-355-5300

INSPECTION REPORT

INVOICE #: 619543015

WORK DATE: 09/06/2024

BILL-TO **176599**

LOCATION **176599**

Time In: 09/06/2024 01:02:12 PM
Time Out: 09/06/2024 01:22:46 PM

Durbin Crossing CDD
475 W Town Pl Ste 114
Saint Augustine, FL 32092-3649

Durbin Crossing CDD
730 N Durbin Pkwy
St Johns, FL 32259-8217

Customer Signature

Phone: 904-940-5850 x404
Alt. Phone: 904-288-9130 x109

Phone: 904-230-2011

Customer Unavailable to Sign
Technician Signature

MICHAEL CALDWELL
License #:

| Purchase Order | Terms | Service Description | Quantity |
|----------------|--------|---|----------|
| None | NET 30 | Commercial Pest Control - Monthly Service | 1.00 |

GENERAL COMMENTS / INSTRUCTIONS

Thank you for your time and business. It's a pleasure having the opportunity to take care of you.

Michael Caldwell
Commercial Technician

| CONDITIONS / OBSERVATIONS | Reported | Severity | Responsibility | Reviewed |
|---------------------------|----------|----------|----------------|----------|
|---------------------------|----------|----------|----------------|----------|

None Noted.

PRODUCTS APPLICATION SUMMARY

| Material | Lot # | EPA # | A.I. % | A.I. Conc. | Active Ingredient | Finished Qty | Undiluted Qty |
|--------------------------------|-------|----------|---------|------------|--------------------|--------------|---------------|
| Demand G Granules | | 100-1240 | 0.0450% | n/a | Lambda Cyhalothrin | 2.0000 Pound | 0.0900 Pound |
| Areas Applied: exterior | | | | | | | |
| Target Pests: (None) | | | | | | | |

| PEST ACTIVITY | # Areas | # Devices | Pest Totals |
|---------------|---------|-----------|-------------|
|---------------|---------|-----------|-------------|

None Noted.

DEVICE INSPECTION SUMMARY

| Device Type | # Inspected | Inspected w/Activity | # Skipped | # Replaced |
|-----------------|------------------|----------------------|-----------|------------|
| Protecta Evo | 1 of 1 (100.00%) | 0 of 1 (0.00%) | 0 | 0 |
| -Totals: | 1 of 1 (100.00%) | 0 of 1 (0.00%) | 0 | 0 |

AREA COMMENTS

General Pest Control -> exterior: Inspected/treated rodent station. Inspected for wasp nests (none found). Laid granular bait around the premises.

DEVICE INSPECTION EXCEPTIONS



PAYMENT ADDRESS:
Turner Pest Control LLC - P.O. Box 952503 - Atlanta, Georgia 31192-2503
904-355-5300 - Fax: 904-353-1499 - Toll Free: 800-225-5305 - turnerpost.com

Turner Pest Control LLC
P.O. Box 952503
Atlanta, GA 31192-2503
904-355-5300

INSPECTION REPORT

INVOICE #: 619543015

WORK DATE: 09/06/2024

DEVICE INSPECTION EXCEPTIONS

None Noted.

INSPECTION DETAIL

| Area | Time | Device | Type | Status | Pest Findings |
|----------------------------------|------------|----------------|--------------|-------------|---------------|
| General Pest Control -> exterior | 1:21:50 PM | Rodent Station | Protecta Evo | No Activity | Pest Findings |
| General Pest Control | 1:22:22 PM | | Area | No Activity | |
| General Pest Control -> exterior | 1:22:22 PM | | Area | No Activity | |

PRODUCTS APPLIED

| Material | A.I. % | Finished Qty | Application Equipment | Time |
|-------------------|--------------------|---------------|------------------------|------------|
| EPA # | A.I. Concentration | Undiluted Qty | Application Method | Lot # |
| Demand G Granules | 0.0450% | 2.0000 Pound | | 1:22:02 PM |
| 100-1240 | n/a | 0.0900 Pound | Spread (lawn products) | |

Areas Applied: General Pest Control -> exterior

Weather: 0°, 0 MPH



PAYMENT ADDRESS:
 Turner Pest Control LLC • P.O. Box 952503 • Atlanta, Georgia 31192-2503
 904-355-5300 • Fax: 904-353-1499 • Toll Free: 800-225-5305 • turnerpest.com

Turner Pest Control LLC
 P.O. Box 952503
 Atlanta, GA 31192-2503
 904-355-5300

Service Slip/Invoice

INVOICE: 619543016
DATE: 09/06/2024
ORDER: 619543016

Bill To: [176599]
 Durbin Crossing CDD
 475 W Town Pl Ste 114
 Saint Augustine, FL 32092-3649

Work Location: [176602] 904-230-2011
 Durbin Crossing CCD
 145 S Durbin Pkwy
 St Johns, FL 32259-7224

| Work Date | Time | Target Pest | Technician | Time In |
|----------------|----------|--------------|------------|----------|
| 09/06/2024 | 01:23 PM | | | 01:23 PM |
| Purchase Order | Terms | Last Service | Map Code | Time Out |
| | NET 30 | 09/06/2024 | | 01:52 PM |

| Service | Description | Price |
|---------|-------------|-------|
|---------|-------------|-------|

| | | |
|------------------|---|---------|
| CPCM | Commercial Pest Control - Monthly Service | \$99.93 |
| SUBTOTAL | | \$99.93 |
| TAX | | \$0.00 |
| AMT. PAID | | \$0.00 |
| TOTAL | | \$99.93 |

AMOUNT DUE \$99.93

RECEIVED
 SEP 10 2024
 BY: _____

[Handwritten Signature]

TECHNICIAN SIGNATURE

CUSTOMER SIGNATURE

Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

PLEASE PAY FROM THIS INVOICE



PAYMENT ADDRESS:
 Turner Pest Control LLC - P.O. Box 952503 - Atlanta, Georgia 31192-2503
 904-355-5300 • Fax: 904-353-1499 • Toll Free: 800-225-6305 • turnerpest.com

Turner Pest Control LLC
 P.O. Box 952503
 Atlanta, GA 31192-2503
 904-355-5300

INSPECTION REPORT

INVOICE #: 619543016

WORK DATE: 09/06/2024

BILL-TO **176599**

LOCATION **176602**

Durbin Crossing CDD
 475 W Town Pl Ste 114
 Saint Augustine, FL 32092-3649

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

Phone: 904-940-5850 x404
 Alt. Phone: 904-288-9130 x109

Phone: 904-230-2011

Time In: 09/06/2024 01:23:10 PM
Time Out: 09/06/2024 01:52:36 PM

Customer Signature

Customer Unavailable to Sign
Technician Signature

MICHAEL CALDWELL
License #:

| Purchase Order | Terms | Service Description | Quantity |
|----------------|--------|---|----------|
| None | NET 30 | Commercial Pest Control - Monthly Service | 1.00 |

GENERAL COMMENTS / INSTRUCTIONS

Thank you for your time and business. It's a pleasure having the opportunity to take care of you.

Michael Caldwell
 Commercial Technician

| CONDITIONS / OBSERVATIONS | Reported | Severity | Responsibility | Reviewed |
|---------------------------|----------|----------|----------------|----------|
|---------------------------|----------|----------|----------------|----------|

None Noted.

PRODUCTS APPLICATION SUMMARY

| Material | Lot # | EPA # | A.I. % | A.I. Conc. | Active Ingredient | Finished Qty | Undiluted Qty |
|--------------------------------|-------|----------|---------|------------|--------------------|--------------|---------------|
| Demand G Granules | | 100-1240 | 0.0450% | n/a | Lambda Cyhalothrin | 2.0000 Pound | 0.0900 Pound |
| Areas Applied: exterior | | | | | | | |
| Target Pests: (None) | | | | | | | |

| PEST ACTIVITY | # Areas | # Devices | Pest Totals |
|---------------|---------|-----------|-------------|
|---------------|---------|-----------|-------------|

None Noted.

DEVICE INSPECTION SUMMARY

AREA COMMENTS

exterior: Inspected for wasp nests (none found). Laid granular bait around the premises.

DEVICE INSPECTION EXCEPTIONS

None Noted.



PAYMENT ADDRESS:
Turner Pest Control LLC • P.O. Box 952503 • Atlanta, Georgia 31192-2503
904-355-5300 • Fax: 904-353-1499 • Toll Free: 800-226-5305 • turnerpest.com

Turner Pest Control LLC
P.O. Box 952503
Atlanta, GA 31192-2503
904-355-5300

INSPECTION REPORT

INVOICE #: 619543016

WORK DATE: 09/06/2024

DEVICE INSPECTION EXCEPTIONS

INSPECTION DETAIL

| Area | Time | Type | Status | Pest Findings |
|----------------------|------------|------|-------------|---------------|
| exterior | 1:46:19 PM | Area | No Activity | |
| General Pest Control | 1:46:45 PM | Area | No Activity | |

PRODUCTS APPLIED

| Material | A.I. % | Finished Qty | Application Equipment | | Time |
|-------------------|--------------------|---------------|------------------------|------------|------------|
| EPA # | A.I. Concentration | Undiluted Qty | Application Method | Sq/Cu/L Ft | Lot # |
| Demand G Granules | 0.0450% | 2.0000 Pound | | | 1:46:10 PM |
| 100-1240 | n/a | 0.0900 Pound | Spread (lawn products) | | |

Areas Applied: exterior

Weather: 0°, 0 MPH



Invoice

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

Invoice # 421922
Date 08/31/2024
Terms Net 30
Due Date 09/30/2024
Memo Lifeguard Hours

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

RECEIVED
SEP 06 2024
BY: _____

| Description | Quantity | Rate | Amount |
|--------------|----------|-------|-----------|
| Lifeguards | 667.2 | 22.53 | 15,032.02 |
| Total | | | 15,032.02 |



Vested in your community.

Vesta
245 Riverside Avenue
Suite 300
Jacksonville, FL. 32202
Phone: 904-355-1831

Billable Services Invoice

Invoice #:09042024

Date:9-4-2024

To:

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

For:

Non-contractual Billable Services
Lifeguard Hours

| DESCRIPTION | HOURS | RATE | AMOUNT |
|--------------------------------------|-------|---------|---------------|
| LG Hours, August 1 – August 31, 2024 | 667.2 | \$22.53 | \$15,032.02 |
| | | TOTAL | \$\$15,032.02 |



Thank you for your business!

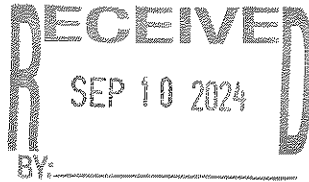


Invoice

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

Invoice # 421964
Date 08/31/2024
Terms
Due Date 09/30/2024
Memo

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



| Description | Quantity | Rate | Amount |
|--|----------|------|---------------|
| Billable Expenses | | | |
| LO-CHLOR LO-PHOS MAX PHOSPHATE 97.80 195.60 REMOVER 1 GALLON JUG | | | 210.27 |
| Total Billable Expenses | | | 210.27 |
| Total | | | 210.27 |

EMAIL



HX - FC - JACKSONVILLE - 34
 8297 PHILLIPS HWY * JACKSONVILLE, FL 32256
 PHONE: 904-730-9555 * FAX: 904-730-5672

| | |
|------------|----------|
| Invoice | 843327 |
| Document | 458521 |
| Date | 08/26/24 |
| Print Time | 11:55PM |

| | | | | |
|-----------------|---------------------------|---------------------|-----------------|---------------------------|
| Sold To: | 340900 | PHONE: 904-355-1831 | Ship To: | SAME |
| | VESTA PROPERTY SVCS | | | VESTA PROPERTY SVCS |
| | 245 RIVERSIDE AVE STE 300 | | | 245 RIVERSIDE AVE STE 300 |
| | JACKSONVILLE, FL 32202 | | | JACKSONVILLE, FL 32202 |

| | | | | |
|--------------------|----------------|-----------|--------------------------------------|-----------------------|
| Customer PO Number | Order Taken By | Time | Terms | Order Pulled By: |
| DURBIN CROSSING | NKL | 7:51AM | 1% 10TH/N 20TH NET 20 TH | Order Checked Out By: |
| Order Date | Carrier | Ship Date | Order Picked Up By: | |
| 08/26/24 | COUNTER | 08/26/24 | Order Delivered By: _____ Route: CTR | |

| QTY ORD | QTY B.O | QTY SHIP'D | Part Number | UM | Description | Bin location | Unit | Total |
|---------|---------|------------|---------------|----|---|--------------|-------|--------|
| 2 | | 2 | LO-PHOS-MAX-G | EA | LO-CHLOR LO-PHOS MAX PHOSPHATE REMOVER 1 GALLON JUG | | 97.80 | 195.60 |

Standard Terms: Account disputes must be reported to Credit Department within 60 days of invoice date. Past due accounts and Credit Card payments are not entitled to discounts. Amounts not paid by the Due Date bear interest at 18% per annum and all cost of collection, including attorney's fees, are the obligation of the customer.

PAYMENT RECEIVED
 Cash Check Credit Card
 Number: _____
 Amount: _____
 Received By: _____

| | |
|------------------|---------------|
| Subtotal | 195.60 |
| Discount/Fa | |
| Taxable Subtotal | 195.60 |
| Tax | 14.67 |
| Freight | .00 |
| Total | 210.27 |

RECEIVED BY: _____
PLEASE SIGN AND PRINT NAME IN BLACK INK



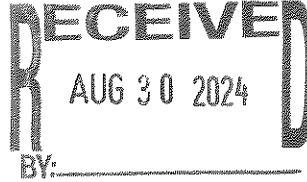


Invoice

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

Invoice # 421497
Date 09/01/2024
Terms Net 30
Due Date 10/15/2024
Memo Monthly Fees

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



| Description | Quantity | Rate | Amount |
|--|----------|----------|----------|
| General Manager 1-320-53800-45502 | 1 | 9,261.58 | 9,261.58 |
| Facility Manager/ Special Event Coordinator 1-320-5380-45517 | 1 | 5,556.95 | 5,556.95 |
| Field Operations Manager 1-320-53800-46000 | 1 | 6,319.67 | 6,319.67 |
| Janitorial Services 1-320-53800-45507 | 1 | 2,035.86 | 2,035.86 |
| Commercial Pool Maintenance 1-320-53800-455-05 | 1 | 2,783.14 | 2,783.14 |
| Facility Monitor 1-320-53800-45515 | 1 | 5,488.52 | 5,488.52 |
| Facility Attendant 1-320-53800-45503 | 1 | 6,708.19 | 6,708.19 |
| Mobile App 1-320-53800-42510 | 1 | 291.67 | 291.67 |
| Maintenance Techs 1-320-53800-45518 | 1 | 3,960.51 | 3,960.51 |

Thank you for your business.

Total 42,406.09



INVOICE

| INVOICE # | INVOICE DATE |
|-----------|--------------|
| 756774 | 9/1/2024 |
| TERMS | PO NUMBER |
| Net 30 | |

Bill To:

Durbin Crossing CDD
c/o Vesta Property Services
145 South Durbin Parkway
St. Johns, FL 32259

Property Name: Durbin Crossing CDD

Address: 145 South Durbin Parkway
St. Johns, FL 32259

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: October 1, 2024

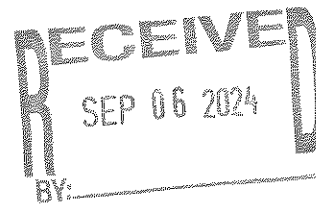
Invoice Amount: \$45,490.98

| Description | Current Amount |
|--|----------------|
| Monthly Landscape Maintenance September 2024 | \$45,490.98 |

Invoice Total \$45,490.98

Landscape Maintenance

1.320.53800.46200



Should you have any questions or inquiries please call (386) 437-6211.

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|--------------------|-------|-----------------------------------|--|---|--------|----------|----------------------------|
| 9/24/24 | 00070 | 8/27/24 755289 | 202408 600-53800-61000 | SIDEWALK EXTENSION YELLOWSTONE LANDSCAPE | * | 5,565.40 | 5,565.40 000258 |
| TOTAL FOR BANK B | | | | | | 5,565.40 | |
| TOTAL FOR REGISTER | | | | | | 5,565.40 | |

DURB DURBIN CROSS OKUZMUK



YELLOWSTONE

INVOICE

| INVOICE # | INVOICE DATE |
|-----------|--------------|
| 755289 | 8/27/2024 |
| TERMS | PO NUMBER |
| Net 30 | |

Bill To:

Durbin Crossing CDD
 c/o Vesta Property Services
 145 South Durbin Parkway
 St. Johns, FL 32259

Remit To:

Yellowstone Landscape
 PO Box 101017
 Atlanta, GA 30392-1017

Property Name: Durbin Crossing CDD

Address: 145 South Durbin Parkway
 St. Johns, FL 32259

Invoice Due Date: September 26, 2024

Invoice Amount: \$5,565.40

| Description | Current Amount |
|---------------------------|----------------|
| Durbin sidewalk extension | |
| Irrigation Repairs | \$5,565.40 |

Invoice Total \$5,565.40

Capital Reserve

RECEIVED
 SEP 06 2024
 BY: _____

Should you have any questions or inquiries please call (386) 437-6211.

SIXTH ORDER OF BUSINESS

**AGREEMENT BETWEEN THE DURBIN CROSSING COMMUNITY
DEVELOPMENT DISTRICT AND M&G HOLIDAY LIGHTING
FOR LIGHTING INSTALLATION SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2024, by and between:

Durbin Crossing Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“District”); and

A Beautiful Life Enterprises LLC, d/b/a M&G Holiday Lighting, with a mailing address of 52 Tuscan Way, Suite 202-349, St. Augustine, Florida 32092 (“Contractor”, together with District, “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide for the installation of seasonal landscape lighting and enhancements (“Lighting”); and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide to the District those Lighting services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“Services”); and

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

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

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

SECTION 2. DUTIES. The District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto.

A. Contractor shall provide the services as described in **Exhibit A**. The Services shall include any effort specifically required by this Agreement and **Exhibit A** reasonably necessary to allow the District to receive the maximum benefit of all of the Services and items described herein and demonstrated in **Exhibit A**, including

but not limited to, the repair, construction, installation, and all materials reasonably necessary. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

- B.** Services shall commence *after execution of this Agreement*, and be completed with all components installed and ready to be illuminated, on or before November 14 , 2024. The removal of the Decorations shall commence no sooner than January 1 , 2025, and be completed no later than January 30 , 2025. This schedule may only be altered in writing by the District in its sole discretion.
- C.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D.** Contractor shall perform all Services in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Services.
- E.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- F.** Contractor shall report directly to the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- G.** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

- A.** The District shall pay Contractor Eleven Thousand One Hundred Seventy-Four Dollars and 54/100 Cents (**\$11,174.54**) for the Services as identified in **Exhibit A** attached hereto and incorporated herein by reference. **District shall pay Contractor 50% of the contract price after execution of this Agreement and 50% of the contract price upon completion of the Services.** Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to

provide the District the maximum benefits of the Services.

- B.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- C.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, all Work provided by the Contractor pursuant to this Agreement shall be warranted for two (2) years from the date of acceptance of the Work by the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Work, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowner's within the District.

SECTION 5. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:

 - (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2)** Commercial General Liability Insurance covering the Contractor's

legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

- (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 6. INDEMNIFICATION.

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

Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

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

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this

Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 18. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 20. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

SECTION 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: Durbin Crossing Community Development
District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor: M&G Holiday Lighting
4845 Belle Terre Parkway
Palm Coast, Florida 32164
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day,

the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be St. Johns County, Florida.

SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Daniel Laughlin (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

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

SECTION 26. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 27. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 28. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 29. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 30. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 31. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;

- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“Prohibited Criteria”).

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

**DURBIN CROSSING COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

**M&G BUSINESS VENTURES, INC., D/B/A
M&G HOLIDAY LIGHTING**

By: _____
Its: _____

Exhibit A: Scope of Services

Exhibit A

ESTIMATE

M&G Holiday Lighting
52 Tuscan Way Ste 202-349
Saint Augustine, FL 32092

holidayandeventlights@gmail.com
+1 (904) 679-1150



Bill to

Durbin Crossing CDD
145 S. Durbin Parkway
St. Johns, FL 32259

Estimate details

Estimate no.: 1004
Estimate date: 07/20/2024

| # | Date | Product or service | Description | Qty | Rate | Amount |
|-----|------|-----------------------------------|---|-----|------------|------------|
| 1. | | Holiday Lighting Reinstall | Reinstall C7 WW LED lights on North Pole roof/gutter line | 1 | \$1,292.00 | \$1,292.00 |
| 2. | | Holiday Lighting Reinstall | Reinstall 9 palm trees wraps (11 feet high) around the entrance drive and curve entering parking lot of main building | 1 | \$750.00 | \$750.00 |
| 3. | | Holiday Lighting Reinstall | Reinstall 14 palm tree wraps (11 feet high) at the main intersection | 1 | \$1,050.00 | \$1,050.00 |
| 4. | | Holiday Lighting Reinstall | Reinstall C7 WW LED lights on South Pole roof/gutter line | 1 | \$2,244.00 | \$2,244.00 |
| 5. | | Holiday Lighting Reinstall | Reinstall WW mini lights to 2 palms in front of North Pole | 1 | \$125.00 | \$125.00 |
| 6. | | Holiday Lighting Reinstall | Reinstall 4 towers with C7 WW lights, 3 wreaths and pre-lit garland | 1 | \$800.00 | \$800.00 |
| 7. | | Holiday Lighting Reinstall | Reinstall 5th tower with 1 wreath, C7 WW lights and pre-lit garland | 1 | \$200.00 | \$200.00 |
| 8. | | Holiday Lighting Reinstall | Reinstall C7 WW lights in nubbin | 1 | \$80.00 | \$80.00 |
| 9. | | Holiday Lighting Reinstall | Reinstall 4 palm tree wraps ground to husk at monument | 1 | \$250.00 | \$250.00 |
| 10. | | Holiday Lighting Reinstall | Reinstall 4 WW 5' snowflakes, 1 at each tower at main intersection | 1 | \$1,700.00 | \$1,700.00 |
| 11. | | Holiday Lighting Reinstall | Reinstall pre-lit 72" wreath above archway at clubhouse | 1 | \$112.50 | \$112.50 |

| | | | | | |
|--------------|---|---|---|----------|--------------------|
| 12. | Holiday Lighting Reinstall | Reinstall monument 4 wreaths and garland | 1 | \$225.00 | \$225.00 |
| 13. | New Install | Product cost to upgrade 4 towers to SPT2 wire and new C7 WW bulbs | 1 | \$451.00 | \$451.00 |
| 14. | Holiday Lighting Reinstall | Reinstall 2 palm tree wrap to 11' on pool deck | 1 | \$150.04 | \$150.04 |
| 15. | Equipment Charge | Boom rental for install and removal | 1 | \$600.00 | \$600.00 |
| 16. | Miscellaneous Wire, Plugs, Supplies, Etc | Misc supplies | 1 | \$320.00 | \$320.00 |
| 17. | Take Down | Removal of lights and decor at end of season | 1 | \$825.00 | \$825.00 |
| Total | | | | | \$11,174.54 |

Accepted date

Accepted by

SEVENTH ORDER OF BUSINESS

A.

1.



Durbin Crossing CDD

Landscape Update for October 2024:

- **General Maintenance**
 - The team is continuing with our spring/summer maintenance schedule per contractual scope. We will begin to transition into Fall/Winter activities in the coming weeks.
 - Shrubs throughout the community have been pruned to provide a neat and formed appearance.

- **Irrigation**
 - Monthly inspections & repairs are being completed per scope. The team has been performing general repairs, and mainline breaks as they have been discovered.
 - The irrigation clock at North Durbin/Veterans Pkwy has been upgraded with cloud/app functionality as a part of the sod project.

- **Chemical & Fertilizer Application**
 - Granular turf fertilization was completed.
 - The team has been and will be keeping an eye out for Mole Crickets in the Bermuda and Bahia as well as chinch bugs in the St. Augustine.
 - Army worms have not been an issue thus far (knocking on wood)
 - We have received a tremendous amount of rain this past month and will closely monitor turf for any fungal issues that may arise.

- **Project**
 - Vehicle damage on North Durbin Round A Bout at Sanctuary
 - Debris clean-up – **Completed**
 - Magnolia tree replacements scheduled for completion by end of October
 - North Durbin Round A Bout at Saddlestone
 - Proposals submitted with 3 options of plant material

- Option 2 was chosen
- Completed
- Phase 3 Sod Project
 - Initial chemical application scheduled for 9/14/2024 - Completed
 - Second chemical application scheduled for 9/23/2024 - Completed
 - Demo set to begin 9/24/2024 - Completed
 - Installation set to begin the week of 9/30/2024
 - Work is currently in progress

2.



Proposal #: 480407

Date: 10/18/2024

From: Richard Craig

Proposal for Durbin Crossing CDD

Sue O'Lear
Vesta Property Services
145 South Durbin Parkway
St. Johns, FL 32259
solear@vestapropertyservices.com

LOCATION OF PROPERTY
145 South Durbin Parkway
St. Johns, FL 32259

North Amenities Drainage at Basketball Court

Table with 3 columns: DESCRIPTION, QTY, AMOUNT. Rows include General Labor, Drainage Pipe and Boxes, Couplings and Misc. Fittings, and Bermuda Sod.

- Remove turf and dig out a trench along field side of basketball court
Install EZFlow French Drain pipe and 3 drain boxes along edge of court
Tie-in French drain and run additional drain pipe down to the pond
Cover and install new sod

Terms and Conditions: Signature below authorizes Yellowstone Landscape to perform work as described in this proposal and verifies that the prices and specifications are hereby accepted.

Limited Warranty: Plant material is under a limited warranty for one year. Transplanted material and/or plant material that dies due to conditions out of Yellowstone Landscape's control...

AUTHORIZATION TO PERFORM WORK:

By _____

Print Name/Title _____

Date _____

Durbin Crossing CDD

Summary table with Subtotal (\$8,778.43), Sales Tax (\$0.00), and Proposal Total (\$8,778.43).

THIS IS NOT AN INVOICE

3.



Proposal #: 480385

Date: 10/18/2024

From: Richard Craig

Proposal for Durbin Crossing CDD

Sue O'Lear
Vesta Property Services
145 South Durbin Parkway
St. Johns, FL 32259
solear@vestapropertyservices.com

LOCATION OF PROPERTY
145 South Durbin Parkway
St. Johns, FL 32259

South Amenities Drainage at Basketball Court

Table with 3 columns: DESCRIPTION, QTY, AMOUNT. Rows include General Labor, Drainage Pipe, Couplings and Misc. Fittings, and Bermuda Sod.

- Remove turf and dig out a trench around the perimeter of the basketball court
Install EZFlow French Drain pipe around perimeter
Tie-in French drain to 5 existing drain boxes and install 1 pop-up emitter at edge of sidewalk
Cover and install new sod

Terms and Conditions: Signature below authorizes Yellowstone Landscape to perform work as described in this proposal and verifies that the prices and specifications are hereby accepted.

Limited Warranty: Plant material is under a limited warranty for one year. Transplanted material and/or plant material that dies due to conditions out of Yellowstone Landscape's control...

AUTHORIZATION TO PERFORM WORK:

By _____

Print Name/Title _____

Date _____

Durbin Crossing CDD

Summary table with Subtotal (\$13,639.81), Sales Tax (\$0.00), and Proposal Total (\$13,639.81).

THIS IS NOT AN INVOICE

E.



General Manager's Report

Date of report 10-28-2024

Submitted by: Sue O'Leary

UPDATES – Board Action Requested

Facilities

- **Cable Crossover:** At the September meeting I reported the increasing need to replace the current Cybex Cable Crossover machine versus continuing to make repairs. The Board instructed me to collect 3 bids, and if there was any other equipment in need of replacement to present it at the same time. I reached out to 3 companies: one who currently does our preventative maintenance and repairs, one who Durbin Crossing has historically purchased equipment from, and one who provides equipment at another Vesta property, but who I have not yet worked with.

| Company | Price | Information |
|--|--|--|
| Commercial Fitness – Matrix Aura Cable Cross | \$6,601.80 Includes machine, delivery and installation and existing equipment removal. Anticipated delivery is about 8 weeks from receipt of deposit. | 10 year warranty on frame, 5 years on parts, 3 years on labor, 1 year on Cables/Springs/Grips |
| First Place Fitness – Hoist Fitness Cable Crossover | \$4,888.75 Includes machine, delivery and installation. Anticipated delivery is 4-6 weeks from receipt of deposit. | 10 year warranty on frame, 5 years on structural moving parts, 3 years on bearings/bushings/pulleys, 1 year on finish/cables/accessories |
| TechnoGym – Cable Crossover | \$9,056.05 Includes machine, delivery and installation. Anticipated Delivery 9 weeks from receipt of deposit. | Full warranty: 12 months. Additional 12 months on parts if due to normal wear and tear, but not on labor and travel. |

UPDATES – No Board Action Requested

- **eMerge:** I am continuing to research and pursue proposals for an updated Per the August meeting, I am working on collecting information and bids to upgrade eMerge to a more relevant system. As we are on borrowed time with our current system, my goal is to present prior to the end of the year.

Programming

- **Creekside High School:** Creekside High School is struggling a bit with the cooler weather, as the water is too cold for the swimmers in the mornings right now. Coach Ed is working some “creative” solutions for swimmers who have access to indoor pools, and I am working to accommodate his requests for a few afternoon practices as weather permits. They did, however, have a fun and successful Senior Night at Durbin Crossing on October 14th.

- **904 Tennis:** Scott Miller and I have been in touch several times over the last month to discuss several important items:
 - How the resurfacing project may affect his lessons and ways to schedule around that.
 - Connecting with Patriot Oaks/SJMSAA Tennis and updating that partnership agreement for the upcoming season
 - Working with him to potentially utilize his court scheduling system for Tennis and Pickleball once the resurfacing is complete
 - Updating the agreement with 904 Tennis for the upcoming year to be a partnership directly with the district versus third-party through Vesta.

REVENUE UPDATE: Below is a chart of the revenues collected for September both on behalf of the District, and also to be shared with the District per our contract. Moving forward I will report these monies monthly with running totals for FY'25.

Sep-24

DISTRICT REVENUE

PROGRAMMING - Revenue share goes directly to the District

| | |
|----------------------|----------|
| Champion Swim School | \$137.00 |
| Ancient City Designs | \$51.50 |
| Summer Camp | |
| Durbin Dolphins | |
| Creekside Knights | |

EVENTS - Entrance fees or event partners/sponsorships go directly to the District

| | |
|----------------|-------|
| Sponsorships | |
| Event Fee | \$112 |
| Vendor Village | |

RENTALS - Revenue for rental of Social Hall or Patios

| | |
|--|-------|
| | \$960 |
|--|-------|

ACCESS CARDS - Revenue collected for replacement access cards

| | |
|--|-------|
| | \$200 |
|--|-------|

VESTA REVENUE

VENDORS - Vesta collects revenue from a third party contractor, shares 50/50 with the District

| | |
|---------------|----------|
| Aqua Fitness | \$298 |
| Champion Swim | |
| Mary Music | |
| Safety First | |
| 904 Tennis | \$345.00 |

PROGRAMS - Programs owned/conducted by Vesta where we take on all operating costs, collect the fee, and share a percentage with the District.

| | |
|---------------------|--|
| Kids Activity Night | |
| Amenity Athletics | |

REVENUE SHARE CHECKS - Quarterly checks Vesta issues to the District for revenue share

| | | |
|--|-----|------------|
| | TBD | \$8,168.18 |
|--|-----|------------|

F.



Field Operations Manager's Report

Date of report 10-28-2024

Submitted by: Zach Davidson

SOLITUDE LAKE MANAGEMENT / BOARD ACTION REQUIRED: Solitude was out this month and treated all ponds. All concerns were reported and were treated within 24-48 hours. After hurricane Milton came through, we had discovered that we had fish kills on three of our ponds, 4,3 and 39. Fish kills are a natural occurrence in small bodies of water after a huge amount of water is forced into these small retention ponds, after this last hurricane these torrential downpours flushed rainwater in a small amount of time which is called flipping the pond, all the stagnant water with no oxygen is forced to the surface and caused fish kills, this happens every year whether it be from strong thunderstorms or hurricane. My team and I removed all the dead fish from ponds and storm drains.

POND 48 AERATION/TREATMENT PRICING OPTIONS/BOARD ACTION REQUIRED

Due to the continued issues with Midge Flies, the Board asked that I obtain and compare pricing for both an aeration system and yearly treatments:

Aeration Installation Costs

| |
|---|
| Aeration system/installation- <u>\$10,462.00</u> |
| Electrical- <u>\$12,000.00</u> |
| Total Cost- <u>\$ 22,462.00</u> |

Yearly/Monthly Cost to Run Aeration System

| |
|--------------------------------|
| Monthly- <u>\$76.35</u> |
| Yearly- <u>\$916.20</u> |

MIDGE FLY 3 STEP TREATMENT YEARLY COST - \$1,796.00 a year with 5% increase on labor and material yearly.



TRASH CAN AND BENCH REPLACEMENTS/ BOARD ACTION REQUIRED: Below are the quotes to replace 7 benches at both North and South tennis courts and 6 trash cans at North amenity center.

Uline - \$10,947.12

Belson Outdoors-\$10,228.50

Barco Products- \$15,362.14



RESURFACING TENNIS/BASKETBALL and PICKLEBALL CONVERSION/ BOARD ACTION REQUIRED: Court Surfaces will start at South approximately November 11th and should finish approximately December 9th (weather permitting). They will then immediately move over to 730 North Durbin Parkway approximately December 10th and should finish approximately January 3rd.

At the September meeting I was asked to research pricing to amend our approved plan for North, from repainting the existing Pickleball lines (2 courts) to altering the design and painting new Pickleball lines to create 4 courts.

Resurfacing pricing approved \$100,745.00 NTE 110,000.00 (approved by the board in September meeting)

New resurfacing price with new amended plan 105,745.00 (the \$2,800 would be removed for repainting of existing pickleball lines at North.)

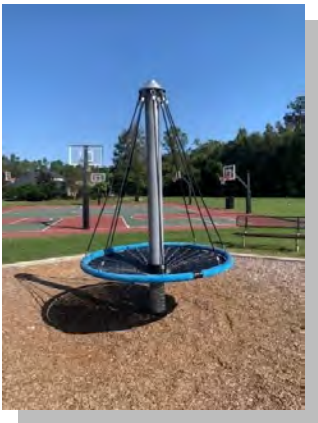
| Previously Approved Plan | New Pricing |
|---|---|
| Repaint Existing pickleball lines 2 Courts: \$2,800 | Paint 4 Total Pickleball Courts: \$5,600 |
| Nets: \$0 (using existing tennis nets) | Four Deluxe Portable Pickleball Nets: \$2,200 |
| Total Cost: 2,800 | Total Cost: \$7,800 |

SUNSHADE STRUCTURES AT SOUTH PLAYGROUND/ BOARD ACTION REQUIRED: Below are the (2) quotes we received for sunshade structures over the playground equipment at South.

| Company | Pricing | Information |
|----------------------|--------------------------------|--|
| Shade America, Inc. | \$26,780 | Materials & Installation Supply and Installation including foundations, equipment and labor) of (2) Hip Design Shade Structures. (1) 16' x 28' and (1) 15' x 15'. Using Powder Coated Poles and Galvanized Steel Upper Framework |
| Southern Recreations | Will bring proposal to meeting | |

BASEBALL FIELD METER/ No Board action required: Meter has been switched to the CDD's JEA account; this is still in progress. We will continue to keep the board updated.

DURBIN CROSSING MULCHING/ No Board action required: First Coast mulch will be out on November the 11th to start the fall mulching, I am working with the project team on updating maps and makes use that all areas are being addressed with the proper amount of mulch. Yellowstone was notified 9/30, to start clearing out bed and have them prepped for mulch install.



PLAYGROUND EQUIPMENT REPLACEMENT /No Board action required: The “merry go around” structure at North playground, arrived and was replaced on 10/4. There was no cost to the district for the replacement of equipment or installation. All playground equipment is in 100% working condition.

TREE TECH/ Preserve Trees/Palm Tree Trimming & Fertilization/ No Board action required: Tree tech was scheduled for October 19th to address preserve tree concerns throughout the community and are scheduled to be here December 9th and 10th for trimming and fertilization of the palms.

OUTDOOR WINDOW SHUTTER REPLACEMENT/No Board action required: We are still waiting for the arrival of the replacement shutters for North and South buildings. Once they arrive, we will install them to save the district cost on installation.

FIELD OPERATIONS UPDATES / No Board action required:

- Replaced cracked backboard at South basketball court.
- Performed building light check at North and South, all out lights have been replaced.
- Replaced 9 faded reclaim water signs.
- Replaced storage bin for pool dry goods at North.

- Did all Hurricane prep for Helena (9-25) and Milton (10-8 & 10-9).
- Cut down broken palm fronds on pool deck and parking lot at North and South amenity center.
- Cleaned white tops on tennis nets at North and South.
- Replaced main tennis court timer for lights.

G.

DURBIN CROSSING

Amenity Manager's Report

Date of report 10-14-2024

Submitted by: Kiki Jimenez

PAST EVENTS

ANCIENT CITY DESIGNS - SEPTEMBER 29TH

Our residents became masters of crafts with the help from Ancient City Designs as they hosted a cozy and creative event where each resident could create their very own handcrafted wood signs. Ancient City Designs has been a favorite among Durbin Crossing residents for a long time; they handle all aspects of planning, ordering supplies, and charging for their events and then they share back 10% of revenue straight to the District. For their Fall event, they paid the District \$51.50.



FUTURE EVENTS



FAMILY TENT-R-TREAT & BOO BASH, OCTOBER 25TH, 6-10PM

Our Spooktacular TENT-r-Treat event Friday, October 25th, is creeping up! We will have 10 tents for trick or treaters, and currently 6 of them are being decorated by resident participants. Trick or Treaters will check-in, and be given a passport to collect a stamp from each tent where they gather goodies, play games and once their passport is completed, turn it in for a prize at the end of their hunt! Don't forget to snap a family photo in our spooky cemetery. Once the clock strikes 8:00 PM, residents can join us for a movie (PG-Family Friendly Movie) which will be chosen by our residents via polling a few weeks leading up to the event. Delicious popcorn and light refreshments (water & lemonade station) will be served! This event is free for Durbin Crossing residents, and we are providing candy for ALL participants. We currently have just under 400 RSVPs for the evening and anticipate that number will continue to grow before the event date!



ADULTS ONLY LET THE GHOUL'D TIMES ROLL, OCTOBER 26TH, 7-10PM

On the eve of Saturday, October 26th under the light of the full moon, we invite all our fearless adults to "Let the Ghoul'd Times Roll." Residents will enter the chambers of the North Deck to the "Crossings Creepy Casino." This spooky soiree will include an evening of classic casino games that are to die for, an oxygen bar, devilish "lite bites", and scary good libations. Residents will be able to cash in their chips for some wicked prizes. There is a nominal fee of \$10 per single ticket and \$18 for couples' tickets. We currently have a total of 28 residents who have purchased tickets, and now that Hurricane Milton is behind us, we are leaning on social media marketing to continue to grow attendance. We anticipate a crowd of at least 40!



KIDS ACTIVITY NIGHT OCTOBER 26TH, 6-10PM

We are amped up and excited to launch the popular Vesta program, Kids Activity Night, with a Halloween themed party for neighborhood kids at the same time the adults are letting the Ghould Times Roll! Sue is spearheading our first Kids Activity Night, and it will include Halloween themed games and prizes, crafts, music, and pizza, and then will wind down with a seasonal movie with popcorn and of course a Halloween treat or two! There will be a materials fee of \$15 for the first child in a household, \$5 each additional child in that household. Kids Activity Night is a Vesta program, meaning Vesta creates and operates the entire event, fees collected go to Vesta, and 10% of the revenue is shared with the District. We are currently at capacity for this event.



HAPPY HARVEST FESTIVAL

Thanksgiving season is the perfect time to sprinkle some gratitude and joy! Join us on November 16th from 10 AM to 2 PM in the South Amenity Field for our Happy Harvest Fall Festival! We'll kick things off with a food drive, gathering non-perishable goodies for a local food bank. Then, it's time for us to say THANK YOU with an afternoon packed with fun! Picture this: a charming pumpkin patch, hayrides, warm funnel cakes fresh from the fryer, crisp apple cider, a pie-eating contest that's bound to get messy, a corn pit, bobbing for apples, and the heart-pounding thrill of axe throwing! Let's make some unforgettable fall memories together!



A HOLIDAY TO REMEMBER

2024 is the year to BELIEVE. On the first day of holiday my true love gave to me...the first 12 days of December and leading up to the most magical night of the year, Durbin residents will find each day centered around some of the season's favorite activities! We're kicking off our first two nights with Ice Skating underneath the stars, followed by activities such as cookie decorating, writing letters to jolly St. Nick, candle making, fireside story time with our very own Mrs. Clause while roasting s'mores, ornament making, a holiday movie night, family holiday trivia, caroling and more! All leading up to the most magical two nights of a Holiday to Remember. Step aboard the Polar Express and travel to the North Pole where you can find delicious cookies & hot chocolate, dazzling lights and decorations, a holiday vendor village, and last but certainly not least, the man in the big red suit!

2025 PROJECTED EVENTS

January 1: New Years Day Football Watch Party- Chili Cook off, possible Jags cheerleader/mascot sightings, inflatables, football trivia, prizes

February 14: Couples Wine Pairing Night- MrBarrtender presents the perfect wine pairings for a romantic Valentines Date Night

March 15: Bikini Bottom Spring Break Bash- EPIC pool party SpongeBob style.

April 19: Hippy Hop – 80s themed egg hunt for all ages, DJ spinnin' old school jams, and neon color overload.

May 31: Schools Out- May the Force Be with You This Summer. Star Wars themed

June 2025: Summer Field Day- Old school field day activities/challenges. Kids VS Adults.

July 2025: Freedom Fest- Celebrating America's Birthday with live band,

August 2025: Have a Rockin' School Year- Pool movie- Trolls World Tour paired with a Back-to-School Drive

September 2025: Labor Day Luau- Polynesian dancers, flame eaters, and a pig roast just to name a few!

NINTH ORDER OF BUSINESS

Durbin Crossing Action Items

| Item | Date | Responsibility | Status | Description |
|---------------------------------------|---------|-----------------------------|-------------|---|
| Capital Reserve Study Review | 7/22/24 | Daniel Laughlin/ Sue O'Lear | Complete | Review reserve study to confirm prices are accurate with actual current costs |
| Patriot Oaks Crosswalk Project | 6/24/24 | Mike Yuro/Zach Davidson | Complete | Oversee extension of sidewalk at the crosswalk for Patriot Oaks. |
| Streetlight Inspection | 8/26/24 | Zach Davidson | Complete | Inspect streetlights at night and report any that are out. |
| Report a Concern | 8/26/24 | Sue O'Lear | Complete | Create a dedicated email account for the "report a concern" link so Zach isn't the only one that receives them. This will allow quicker response when he is busy or out. |
| Community Greenspace Signage | | Sue O'Lear/Karen Haber | Complete | Work on signage to install at "pocket park" green spaces throughout community to notify residents that organized sports are not authorized in those areas. |
| Shade Structure South Playground | 7/22/24 | Zach Davidson | In Progress | Get proposals for shade structure for South Playground. |
| Tennis & Basketball Court Resurfacing | 8/26/24 | Zach Davidson | In Progress | Oversee the resurfacing of the basketball and tennis courts. One tennis court to be converted into two pickleball courts. Zach will look into fence portion and discussion color/stripping at next meeting as well as provide warranty info. |
| Sod Phase III | 8/26/24 | Zach Davidson/Sue O'Lear | In Progress | Sod project was approved. Monitor Yellowstone to make sure everything is on track. Staff to create communications to residents regarding the project. |
| Access Card System Upgrade | 8/26/24 | Sue O'Lear | In Progress | Look into options/costs to upgrade the current access card system. Consider systems that have phone scan capabilities. |
| Pond Aeration | 9/23/24 | Zach Davidson | In Progress | Work with Solitude to revisit the possible need for aeration in Pond 48. |
| Mulch | 9/23/24 | Zach Davidson | In Progress | Begin Fall mulch project. Ensure ample amount is placed per the conversation with the project last year. |
| Pickleball | 9/23/24 | Zach Davidson | In Progress | From resident comment at meeting; Zach will speak to pickleball vendor about reconfiguring the pickleball lines at North, choosing better colors for visibility, and adding movable pickleball nets. Look into difference between re-stripping four pickleball courts vs re-stripping two courts and purchasing four rolling pickleball nets. Research pickleball paddle rack and signage. Create plan for implementation of a reservation system and necessary policy additions. |
| Pickleball/Tennis Benches | 9/23/24 | Zach Davidson | In Progress | Gather proposals to replace benches in the area. |
| Muscovy Ducks | 9/23/24 | Zach Davidson/Sue O'Lear | In Progress | Zach is meeting with QuickCatch regarding relocation of ducks. Chair was authorized to approve expenditure NTE \$5,000. Staff to send message to residents. |
| "Wish List" Projects | 9/23/24 | Zach Davidson/Sue O'Lear | In Progress | Begin planning for most needed projects/ enhancements/ replacements for next fiscal year. Recommendations will be presented at the February 2025 meeting. |
| Tennis | 9/23/24 | Sue O'Lear | In Progress | Gather information on usage of tennis court to help plan next phase of pickleball conversions. |
| Gym Age Policy | 9/23/24 | Sue O'Lear | In Progress | Look into Fitness 15 policy success: How many registrants, any problems, any information on whether to allow 14-year-olds. Follow up with resident on current policy regarding whether the 18-year-old that goes to the gym with them has to be in her household or just a resident. |
| Post Age Policy | 9/23/24 | Sue O'Lear | In Progress | Create table of age policy summary for amenity usage and post in high visibility areas. |
| Gym Audit | 9/23/24 | Sue O'Lear | In Progress | Perform audit of all gym equipment and present recommendations to the Board on any necessary replacements in October when quotes for Cable Crossover are presented. |
| Adult Events | 9/23/24 | Kiki Jimenez/Sue O'Lear | In Progress | Work with Counsel to determine if/how alcohol can be served at certain events. Continue working with Daniel/Insurance and Counsel. |
| Trash Can Replacement | 9/23/24 | Sue O'Lear | In Progress | Look into options for new trash receptacles. |