ARMSTRONG

Community Development District

DECEMBER 6, 2017

Armstrong

Community Development District

475 West Town Place, Suite 114
Phone: 904-940-5850 - Fax: 904-940-5899

November 29, 2017

Board of Supervisors
Armstrong Community
Development District

Dear Board Members:

The Board of Supervisors Meeting of the Armstrong Community Development District will be held Wednesday, December 6, 2017 at 3:30 p.m. at the Eagle Landing Sales Center, 3973 Eagle Landing Parkway, Orange Park, Florida, 32065. Following is the advance agenda for this meeting:

I. Roll Call
II. Public Comment
III. Approval of the Minutes of the October 4, 2017 Meeting
IV. Ratification of CEI Agreement with ETM for Tynes Boulevard Extension Phase 1B & 2
V. Ratification of Developer Agreement with CCUA (Tynes Boulevard Extension Phase 1A)
VI. Consideration of Advance Funding Agreement for Tynes Boulevard Extension
VII. Consideration of Hold Harmless Agreement for Costs Incurred in Connection with Tynes Boulevard Extension
VIII. Consideration of Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken
IX. Consideration of Resolution 2018- 01, Ratifying the Sale of the 2017 Bonds
X. Consideration of Proposals for Architecture Services
XI. Consideration of Resolution 2018-02, Amending the Fiscal Year 2017 Budget
XII. Staff Reports
    A. District Counsel
    B. District Engineer
    C. District Manager
    D. Tynes Boulevard Project Administrator
XIII. Supervisor's Requests and Audience Comments
XIV. Financial Statements as of October 31, 2017
XV. Consideration of Funding Request No. 15 & No. 16 *(General Fund)*
XVI. Consideration of Funding Request No. 10 & No. 11 *(Construction Fund)*
XVII. Next Scheduled Meeting – 01/03/18 @ 3:30 p.m. at the Eagle Landing Sales Center
XVIII. Adjournment

Enclosed for your review and approval are a copy of the minutes from the October 4, 2017 meeting.

The fourth order of business is ratification of CEI agreement, which is enclosed for your review.

The fifth order of business is ratification of developer agreement with CCUA, which is enclosed for your review.

The sixth order of business is consideration of advance funding agreement, which is enclosed for your review.

The seventh order of business is consideration of Hold Harmless Agreement, which is enclosed for your review.

The eighth order of business is consideration of Disclosure of Public Financing, which is enclosed for your review.

The ninth order of business is consideration of Resolution 2018-01, which is enclosed for your review.

The tenth order of business is consideration of proposals for architecture services. A copy of the proposal that was received in response to the RFQ is enclosed for your review.

The eleventh order of business consideration of Resolution 2018-02, which is enclosed for your review.

Enclosed are the financials, Funding Request No. 15 & 16 and Funding Request No 10 & 11.

The balance of the agenda is routine in nature and staff will give their reports at the meeting. In the meantime if you have any questions, please contact me.

Sincerely,

James Perry
James Perry
Manager

cc: Katie Buchanan
Katie Ibarra
Gabriel McKee

AGENDA

Armstrong
Community Development District
Agenda

Wednesday
December 6, 2017
3:30 p.m.

Eagle Landing Sales Center
3973 Eagle Landing Parkway
Orange Park, Florida 32065
Call In # 1-719-457-0816 Code 792049

I. Roll Call

II. Public Comment

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XII. Staff Reports
   A. District Counsel

   B. District Engineer

   C. District Manager

D. Tynes Boulevard Project Administrator

XIII. Supervisor's Requests and Audience Comments

XIV. Financial Statements as of October 31, 2017

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XVI. Consideration of Funding Request No. 10 & No. 11 *(Construction Fund)*

XVII. Next Scheduled Meeting – 01/03/18 @ 3:30 p.m. at the Eagle Landing Sales Center

XVIII. Adjournment

MINUTES

Minutes of Meeting
Armstrong Community Development District

The regular meeting of the Board of Supervisors of the Armstrong Community Development District was held Wednesday, October 4, 2017 at 3:30 p.m. at the Eagle Landing Sales Center, 3973 Eagle Landing Parkway, Orange Park, Florida.

Present and constituting a quorum were:

Marilyn Ayers	Vice Chairperson
Nancy Klock	Supervisor
Mike Taylor	Supervisor
Grady Miars	Supervisor (by telephone)

Also present were:

James Perry	District Manger
Katie Buchanan	District Counsel (by telephone)
Keith Hadden	District Engineer
Dean Vincent	Armstrong Ventures
Greg Kern	Greenpointe

FIRST ORDER OF BUSINESS **Roll Call**

Mr. Perry called the meeting to order at 3:30 p.m. and called the roll.

SECOND ORDER OF BUSINESS **Public Comment**

There being none, the next item followed.

THIRD ORDER OF BUSINESS **Approval of the Minutes of the September 6, 2017 Meeting and the September 21, 2017 Continued Meeting**

Mr. Perry stated item three is approval of the minutes of the September 6, 2017 meeting and the September 21, 2017 continued meeting. In the first set of minutes we will correct the spelling of Mr. Miars name.

Mr. Miars joined the meeting by telephone at this time.

Mr. Taylor stated on page 3 of the September 6th minutes under the cost share agreement I don't remember stating, phase 1 200 lots is approximately $204,000.

Mr. Hadden stated that is for lot development.

Ms. Buchanan stated it is $204,773 if you want to make it precise and that is an exhibit to the cost share agreement.

Mr. Perry stated we will change it to the $204,773 so we know exactly what it is.

Ms. Ayers stated there is a blank in the motion box.

Ms. Buchanan stated that should be Greyhawk Venture. Ultimately that funding agreement isn't necessary because now the project is funded already. We were doing that as a stopgap measure.

> On MOTION by Ms. Ayers seconded by Mr. Taylor with all in favor the minutes of the September 6, 2017 meeting were approved as amended and the September 21, 2017 meeting minutes were approved as presented.

FOURTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel

Ms. Buchanan stated the item we just discussed for clarification I want to point out that the developer funding agreement that was approved at the last meeting to fund the site work for Phase 1 Greyhawk is no longer necessary. The bonds were closed without issue last week and now there is money in the construction account and the district is going to be able to tap into those funds to move forward with the project. Any additional projects that may be necessary will be covered under the completion agreement that was previously executed with the bond.

The second item I want to address is the form of agreement with Jr. Davis for the site work we just discussed in Phase 1. Jr. Davis has reviewed the contract and executed it so this is in similar form to the one that you have seen for Tynes Boulevard it is not the same but is very close. It has been reviewed by our office, reviewed by Jr. Davis as well as reviewed by the developer and I request the board approve that contract.

> On MOTION by Ms. Ayers seconded by Ms. Klock with all in favor the contract with Jr. Davis for Phase 1 was approved.

Mr. Buchanan stated the one other item that Jim distributed for your review we can decide whether we want to approve it today in substantial form or we can deal with it next month.

Mr. Taylor stated we got it today our counsel is looking at it and has some questions he needs to review with district counsel. The timing of this is such that technically it doesn't need to be in place and executed until the contract for Tynes Boulevard 1B and 2 has been executed because at that point the total sum of the two contracts is in excess of current funding by Clay County. This can clearly be deferred until next month.

Mr. Perry stated we will put it on the agenda for next month.

Ms. Buchanan stated it is intended to be a very brief document essentially, we expect that the project will be $7 million. If the project runs over $7 million the developer has provided the letter of credit to cover the balance of the project. The letter of credit benefits the county not the district and as a secondary issue the district doesn't have independent funding for this project, all of our money comes from the county. All this agreement is intended to do is require the developer to reimburse the district for any costs associated with either enforcing or executing the terms of the agreement that the district doesn't have funding for. This is a belt and suspenders catch-all document and we can work with developer's counsel to try to get that finalized and we will bring it back next month.

B. District Engineer

Mr. Hadden stated the preconstruction conference is scheduled for this coming Tuesday at 8:30 at the county on Greyhawk Phase 1. Jr. Davis's folks will be there and the more people who can be there the better. I'm sure everybody is going to want to know a schedule so you can plan accordingly. Have we gotten a schedule from Jr. Davis yet of when they plan to start?

Mr. Taylor stated I will follow-up with them. If they have one I don't know if it has been transmitted to you.

Mr. Hadden stated at that meeting we have England Thims & Miller, the inspectors, utility folks and they will want a schedule so they can plan when they need to have their people onsite.

C. District Manager

There being none, the next item followed.

D. Tynes Boulevard Project Administrator

1. Discussion of Final Schedule of Values Tynes Boulevard Phases 1B & 2 from Vallencourt

Mr. Vincent stated the first item is the adjusted schedule of values and contract amount by Vallencourt Construction. When this went out to bid and we took rankings Vallencourt's total bid for 1B and 2 was $3,067,459.56. Bids were received July 10th and since then there were changes to the plans, we went through quite a bit of value engineering and the final schedule of values is less $95,683.50 or basically 3% reduction so the new total is $2,971,776.16. We were able to see bigger picture and part of the reason we were able to see some value engineering is because Armstrong Ventures has decided to prefund the work so the work can start and there is about an eight month overlap so there is clearly a lot of savings on the part of Vallencourt. Speaking for the district engineer, we went through it line item by line item, there were some items that were clearly some excel issues that came across as one pay item, they got adjusted. There were some things that had to be modified as it related to comments received by the county so we are very confident that this is as close to a total number that will require very few change orders. The recommendation from me is that the board vote to authorize the project administrator and district counsel to proceed with preparing the contract for execution on or before the next meeting.

> On MOTION by Mr. Taylor seconded by Ms. Ayers with all in favor the project administrator and district counsel were authorized to prepare the contract with Vallencourt for Phases 1B and 2 with the new schedule of values for a total amount of $2.971,776.16.

Mr. Vincent stated the timeframe we anticipate is contract by the end of October, a pre-construction meeting the first week in November and physically start construction December 1, 2017 with a final completion 12/31/18. The timeframe for 1A is physical construction start ------ and anticipate final completion 7/31/18.

2. Consideration of Proposal from England Thims & Miller for Limited Development Inspection (CEI) Services for Tynes Boulevard Phases 1B & 2

Mr. Vincent stated the second item is the proposal for CEI services from England Thims & Miller for a lump sum price of $179,000. The scope is identical to what was executed in the previous one and it works out at 6% of the adjusted contract amount. I think it is fair and the scope is complete.

> On MOTION by Mr. Taylor seconded by Ms. Klock with all in favor the project administrator and district counsel were authorized to prepare the contract with England Thims & Miller for CEI services for Tynes Boulevard Phase 1B and 2 in the amount of $179,000.

Mr. Vincent asked Ms. Buchanan were you able to look at the draft of the developer agreement from CCUA?

Ms. Buchanan stated I will have to go back and get that to you.

Mr. Vincent stated that agreement was marked up significantly because they tried to start with a standard developer agreement for a subdivision and apply it to a roadway so that is why I need to you give your thoughts on where that stands because it was marked up a lot.

FIFTH ORDER OF BUSINESS **Supervisor's Requests and Audience Comments**

Mr. Vincent stated I do have an item I will bring before the board at the next meeting. I will get with the accounting team to make a list of all the expenses we incurred to date prior to construction so I can submit that for reimbursement at the next meeting.

SIXTH ORDER OF BUSINESS **Financial Statements as of August 31, 2017**

A copy of the financials were included in the agenda package.

SEVENTH ORDER OF BUSINESS **Consideration of Funding Request No. 14 General Fund**

> On MOTION by Mr. Taylor seconded by Ms. Klock with all in favor funding request no. 14 from the general fund in the amount of $9,518.29 was approved.

EIGHTH ORDER OF BUSINESS **Consideration of Funding Request No. 9 Construction Fund**

On MOTION by Ms. Ayers seconded by Ms. Klock with all in favor funding request no. 9 from the construction fund in the amount of $3,827.07 was approved.

NINTH ORDER OF BUSINESS **Next Scheduled Meeting – 11/01/17 at 3:30 p.m. at the Eagle Landing Sales Center**

Mr. Perry stated the next scheduled meeting is November 1, 2017 at 3:30 p.m. at the same location.

On MOTION by Ms. Ayers seconded by Ms. Klock with all in favor the meeting adjourned at 3:53 p.m.

_____ _____

Secretary/Assistant Secretary Chairperson/Vice Chairperson

FOURTH ORDER OF BUSINESS

PROFESSIONAL ENGINEERING CONTINUING SERVICES AGREEMENT FOR CONSTRUCTION ENGINEERING INSPECTION SERVICES [TYNES PHASE 1B & 2]

This Contract is entered into this _____ day of November, 2017, between the **Armstrong Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Clay County, Florida (hereinafter referred to as the "District"), by and through its Board of Supervisors (hereinafter referred to as the "Board"), and **England-Thims & Miller, Inc.,** (hereinafter referred to as the "Engineer"), whose address is 14775 Old St. Augustine Road, Jacksonville, Florida 32258.

WHEREAS, the District is seeking construction engineering inspection services ("CEI") within the unincorporated area of the District, as defined in the Request for Qualifications: Professional Engineering Continuing Services Agreement for Construction Engineering Inspection Services ("RFQ") and the scope of services attached hereto as **Exhibit "A"**; and

WHEREAS, the Engineer is licensed and qualified to provide professional services in various fields of municipal consulting engineering; and

WHEREAS, the RFQ is incorporated by reference and made a part hereof; and

WHEREAS, the project scope of services is attached hereto as **Exhibit "A"**and made a part hereof; and

WHEREAS, this Agreement is subject to that certain Standard Addendum, attached hereto as **Exhibit "B"** and made a part hereof; and

WHEREAS, it has been determined that the execution of this Agreement is beneficial to the people of District; and

WHEREAS, projects assigned under this Agreement will be valid when issued via work order from the District Manager, accompanied by a scope of work and not to exceed fee.

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. DESCRIPTION OF THE PROJECT

The project shall consist of CEI work associated with necessary safety improvements, roadway improvements, commercial development, and residential development located within the District. Specific services and rates are set forth in the scope of services attached hereto as Exhibit "A".

II. TERM OF CONTRACT

The term of this Agreement shall commence on the date of the notice to proceed, and shall terminate upon completion of all services hereunder, which said completion date is mutually agreed to be (to be negotiated). All work shall be performed as directed by the District. Such

direction shall only be valid, effective, and binding on the District and the Engineer when issued in writing by the District representative. The District specifically reserves the right to increase or decrease any or all of the authorized tasks. The Engineer further agrees to provide additional services that the District may desire, and which shall be mutually negotiated regarding scope, timing, and fees, and described by written amendments to this Agreement.

III. STATEMENT OF ENGINEERING SERVICES

The professional engineering services to be provided by the Engineer or under the District's authorization shall include those services as described in the scope of services, which scope of services is attached hereto as **Exhibit "A"**, incorporated by reference and made a part hereof.

The Engineer is responsible for the professional quality, technical accuracy, timely completion and coordination of all reports and other services furnished by the Engineer. The Engineer shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its reports and other services.

Except with respect to those services specifically identified elsewhere in this Agreement to be provided by third parties, the Engineer covenants that the services provided by it under this Agreement will be rendered solely and directly by the members of the project team identified in its response to the RFQ, or by members of its staff working under the direct supervision of the project team. Except with respect to those services specifically identified elsewhere in this Agreement to be provided by third parties, the Engineer further covenants that it will not subcontract or otherwise outsource any of the work of the project to a third party without the express, prior and written consent of the District, which consent may be withheld for any or no reason in the sole discretion of the District. In addition to any other remedies that may be available to the District for breach of the foregoing covenant, the Engineer shall be liable to the District for a sum equal to the value of the services subcontracted or outsourced, and the District shall have the right to deduct the same from any partial or final payment due to the Engineer under this Agreement.

IV. GENERAL REQUIREMENTS

The Engineer shall meet with the District periodically during the project to provide informal status reports and to discuss project requirements. Written status reports shall be delivered to the District concurrently with monthly invoices. Unless otherwise agreed upon, the Engineer will also need to provide at close-out to the District's representative, at a minimum, all listed and attached hereto in **Exhibit "C"** for which it is responsible, and coordinate the provision of other listed items.

V. SCHEDULES AND TIME CONSTRAINTS

For District sponsored projects, the total time allowed for completing the engineering services required under this Agreement, (to be negotiated within each work order). Time is of the essence for the completion of each project. Therefore, the Engineer must submit a project schedule to the District as requested. The project schedule must detail the events and pertinent time frames necessary to complete the project (to be negotiated). For private sponsored developments, the time allowed shall be based on the contractor's schedule and will be negotiated between the Engineer and the Developer.

VI. PLANS AND DOCUMENT OWNERSHIP

For District sponsored projects, all documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Engineer under this Agreement shall be the property of the Engineer until the Engineer has been paid for providing and performing the services and work required to produce such documents whereupon they shall become the sole property of the District. Upon completion or termination of this Agreement all of the above documents, to the extent requested (in writing if by termination) by the District, shall be delivered by the Engineer to the District within seven (7) calendar days of the District making such a request. In the event the District gives the Engineer a written Notice of Termination of all or part of the services or work required the Engineer shall deliver to the District the requested documents as set forth hereinabove, with the mutual understanding and commitment by the District that compensation earned or owing to the Engineer for services or work provided or performed by the Engineer prior to the effective date of any such termination will be paid to the Engineer within forty-five (45) days of the date of issuance of the Notice of Termination or the receipt by the District of a proper invoice, whichever is the latter. The Engineer shall not, and agrees not to, use any of these documents, data and information contained therein on any other project or for any other client without prior expressed written permission of the District. Notwithstanding any other provision of this Agreement, any reuse of documents or materials without written verification or adaptation by the Engineer for the specific purpose intended will be at the District's sole risk and without liability or legal exposure to the Engineer or to the Engineer's independent professional associates, subcontractors, and consultants. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Engineer and the District. In addition, all of the Engineer's pre-existing or proprietary information, documents, materials, computer programs, or software developed by the Engineer outside of this Agreement shall remain the exclusive property of the Engineer.

VII. COMPENSATION AND METHOD OF PAYMENT

Total compensation for District projects to be paid by District to the Engineer for all services, materials, supplies and other items or requirements necessary to complete the services as described herein, including sub-consultant services shall be pursuant to the fee schedule attached as **Exhibit "A"**, payable via partial payments. The Engineer may submit no more than one invoice statement to the District each calendar month covering services rendered during the invoiced time frame. Each invoice shall be due and payable in accordance with the Local Government Prompt Payment Act. Each submitted invoice shall be for the completed portion of the project, based upon the Engineer's detailed estimate of the proportion of services actually completed at the time of billing to the total services to be performed under this Agreement. Such estimates shall be prepared by the Engineer and accompanied by the District's certificate of partial or final payment (whichever is appropriate), a service documentation invoice, and any supporting data as may be required by the District representative. Compensation for public and private subdivisions shall be invoiced directly to the Developer with same standards set forth by the District invoicing. Compensation for public and private subdivisions shall be invoiced directly to the Developer with same standards set forth by District invoicing.

The signature of the Engineer on any invoice submittal shall constitute the Engineer's certification to the District that (a) the Engineer has billed the District for all services rendered by it and any of the Engineer's consultants and subcontractors through the date of the invoice; (b) as of

the date of the invoice, no other outstanding amounts are due from the District to the Engineer for services rendered; (c) the services listed in the invoice have progressed to the level indicated and have been performed as required by the Contract Documents; (d) that the reimbursable expenses have been reasonably incurred; and, (e) that the amount requested is currently due and owing.

By acceptance of District's payment of an invoiced amount, the Engineer releases the District from any and all claims by the Engineer and by Engineer consultants and subcontractors for work performed but not invoiced during the period for which payment was received.

VIII. PERTINENT REFERENCE MATERIAL

The District will make available to the Engineer for review full information regarding the requirements of the project as reasonably requested by the Engineer. The information availability requirements will in no way obligate the District to reproduce and/or create requested data. However, the District will allow the use of space at its location for review of information at its disposal.

IX. DISTRICT REPRESENTATIVE

The services provided shall be broken out by Work Orders. Each Work Order must be signed by the District Manager. A Notice To Proceed will be given by authorized District representative, or his/her designated representative, who shall have final decision authority on behalf of the District for all aspects of the project, including general direction, review, and approval of the services provided.

X. INSURANCE

The Engineer shall maintain insurance coverage as specified in the RFQ, which said RFQ is incorporated by reference and made a part hereof. An insurance certificate consistent with the provisions of RFQ shall be provided to the District prior to the issuance of the Notice to Proceed and commencement of the work.

XI. MAINTENANCE AND ACCESS OF RECORDS

The District shall have access to all records pertaining to this project during the term of the Agreement and for three years following Agreement completion. The Engineer is required to make this provision a part of any subcontract entered into for the purposes of performance under this Agreement.

XII. CHOICE OF LAW/FORUM

The District and Engineer both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the law of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, obligations, or liabilities of the parties arising under this Agreement, the party prevailing

on the majority of its claims, or which successfully defends against a majority of the other party's claim, shall be entitled to an award of reasonable attorney's fees and costs against the other party, including fees and costs incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal.

XIII. SEVERABILITY

In the event one or more provisions of this Agreement are declared invalid, the balance of this Agreement shall remain in full force and effect.

XIV. TERMINATION

The District may terminate this Agreement for its convenience. In this event, the Engineer shall be compensated for work satisfactorily completed and for irrevocable commitments made.

XV. PERFORMANCE EVALUATION

A work performance evaluation will be conducted periodically at the completion of each various project.

XVI. GENERAL CONDITION

This Agreement constitutes the entire agreement between the District and the Engineer and supersedes all prior written or oral understandings between the parties. This Agreement may only be amended, supplemented, or modified by a written instrument signed by authorized representatives of each party.

[*Signature page follows*]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to have been executed on its behalf as of the day and year first above-written.

Attest:

Marilyn D. Ayers
Marilyn D. Ayers
(Print Name)

ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT

Chairperson, Board of Supervisors

Witness:

Marilyn D. Ayers
Marilyn D. Ayers
(Print Name)

ENGLAND-THIMS & MILLER, INC., a Florida corporation

By:
Name Printed: JAMES DOUGHER
Title: Dir. of Land Development, CEI

EXHIBIT "A"

40 YEARS 1977 - 2017 ETM VISION • EXPERIENCE • RESULTS

www.etminc.com
tel 904-642-8990 • fax 904-646-9485
14775 Old St. Augustine Road • Jacksonville, Florida 32258

September 19, 2017

Armstrong CDD
Attn: Jim Perry
Governmental Management Services, LLC
Town Center 1 at World Golf Village
475 West Town Place, Suite 114
St. Augustine, FL 32092

Re: Limited Development Inspection (CEI) Services for Tynes Boulevard Phases 1B & 2

Dear Mr. Perry:

England, Thims & Miller, Inc. (ETM) is pleased with this opportunity to submit for your consideration a Scope and Fee proposal to provide Limited Development Inspection services for the above referenced project.

ETM is a long standing professional service provider in Northeast Florida and for many years we have been providing CEI services on projects of similar size and scope Tynes Boulevard Phases 1B & 2 projects. In addition, we are currently a continuing service provider for Clay County for transportation related services and are intimately familiar with the inspection scope and acceptance procedures required by Clay County.

Our understanding of the requested scope includes the primary assignment of qualified inspection personnel to provide quality assurance services that the work is constructed in accordance with the approved plans and specifications and to the satisfaction of the Armstrong CDD and Clay County.

Our understanding of the scope of the construction work is based upon a review of plans provided by your office which include the following new construction:

- Construction of the approximately 4,400 linear feet of asphalt pavement and curbing.
- Excavation of Ponds 1, 2, and 27 along with associated open and closed drainage systems.
- Installation of proposed concrete sidewalk and ADA ramps.
- Other new construction including signing, pavement markings, and erosion control devices.
- Utility installation backfill inspection including mains, manholes and sleeves located within the road right of ways.

Attached you will find our Scope of Services marked Exhibit "A" and the below budgeted amount has been determined at the established approved contract rates (attached marked Exhibit B) and including a budget for reimbursable expenses.

Budget Amount (Not to Exceed) Hourly Services..... $ 179,000.00

The above hourly fee is based on the following assumptions:

- Construction duration does not exceed 14 months (432 calendar days).
- Phases 1B & 2 will begin construction 90 days following Phase 1A and the above fee budget is subject to Phase 1B and 2 being constructed concurrently with Phase 1A.
- Inspection services to include preparation of excel spreadsheet for explanation of underruns and overruns.

- Inspection services to include daily and weekly reports (with photo documentation) submitted to the Armstrong CDD and Clay County.
- Inspection services will be provided commensurate with the level of construction activities and reasonably provided to allow for ETM to provide the Armstrong CDD and Clay County with a completion letter in accordance with their requirements. It is anticipated that inspection services will be provided Monday through Friday only (no weekend/night time/overtime inspections).
- Utility inspection services to be provided by CCUA.
- Inspection services are for the Tynes Boulevard Phases 1B & 2 projects only.
- Per request from Clay County, Owner grants authority to ETM to stop construction based upon non-compliance issues.

The following services are not included in the above fixed fee amount:

ITEMS NOT INCLUDED

1. Full time inspection services
2. Contract Administration services
3. Project Management services
4. Materials Testing Services
5. Shop Drawing Review (by EOR)
6. SJRWMD As-Built Certification
7. FDEP Water/Sewer Permit Certification
8. CCUA Inspections & Certifications
9. Geotechnical/Underdrain Investigations
10. OSHA or other Regulatory Safety Inspections
11. Electric, Phone, Cable, Gas Design or Inspection
12. Technical review of change order/claims
13. Landscape, Hardscape, Lighting or Irrigation Design or Inspection
14. Permitting & Permit Fees
15. Surveying and Construction Stakeout
16. Plat/Easement Preparation or Processing
17. Engineering Design Services
18. Final Signed & Sealed Asbuilt Survey and Certifications
19. Warranty Inspections
20. EOR Response to RFI's
21. Aerial Photography

Should any of the above 'not included' services be needed or if an extension of services is needed beyond the original 14 months (432 calendar day) duration, ETM can provide these services on an hourly basis.

ENGLAND-THIMS & MILLER, INC.

Principal – CEO/CSO/President	$259.00/Hr.
Principal – Vice President	$244.00/Hr.
Chief Engineer	$244.00/Hr.
Senior Engineer	$194.00/Hr.
Engineer	$151.00/Hr.
Project Manager	$178.00/Hr.
Assistant Project Manager	$146.00/Hr.
Chief Planner	$244.00/Hr.
Senior Planner	$178.00/Hr.
Planner	$146.00/Hr.
CEI Senior Engineer	$211.00/Hr.
Senior Inspector	$146.00/Hr.
Inspector	$118.00/Hr.
Senior Landscape Architect	$163.00/Hr.
Landscape Architect	$146.00/Hr.
Senior Graphics Technician	$146.00/Hr.
GIS Programmer	$156.00/Hr.
GIS Analyst	$130.00/Hr.
Senior Engineering Designer / Senior LA Designer	$146.00/Hr.
Engineering/Landscape Designer	$125.00/Hr.
CADD/GIS Technician	$118.00/Hr.
Administrative Support	$81.00/Hr.

EXHIBIT "B"

STANDARD ADDENDUM TO ALL CONTRACTS AND AGREEMENTS

PROFESSIONAL ENGINEERING CONTINUING SERVICES AGREEMENT FOR CONSTRUCTION ENGINEERING INSPECTION SERVICES

Any other provisions of the contract or agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said contract or agreement or not, and shall be deemed an integral part of said contract or agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the contract or agreement address a particular matter in a manner which results in a lower cost to the District than this Standard Addendum, then such provisions of the contract or agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Contractor" means the vendor or other party in the contract or agreement providing construction, labor, materials, professional services, and/or equipment to the District thereunder; the term "District" means Armstrong Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, or any other name or label set forth in the contract or agreement identifying such entity).

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the contract or agreement (the Work) shall be made by the District in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request the District shall have the number of days provided in the Act in which to make payment.

2. Any work or professional services subcontracted for by the Contractor for which the District has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the District only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

3. In the event the contract or agreement is for professional services, charged on a time basis, the District shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

4. The District shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

5. The District shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows and then only at $0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

6. If and only if travel and per diem expenses are addressed in the contract or agreement in a manner which expressly provides for the District to reimburse the Contractor for the same, then the

District shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the District shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the District Manager of the District or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the District by the Contractor under the contract or agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the District for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the District without cost.

8. With respect to any indemnification by the District provided under the contract or agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the District's sovereign immunity.

9. In that the District is a governmental agency exempt from sales tax, the District shall pay no such taxes, any other provisions of the contract or agreement to the contrary notwithstanding. The District shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the contract or agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the parties.

11. The Contractor acknowledges that in the budget for each fiscal year of the District during which the term of the contract or agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the contract or agreement. Any other provisions of the contract or agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the District is obligated to make under the contract or agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

ENGLAND-THIMS & MILLER, INC., a Florida corporation

By: _____

Name Printed: JAMES DONCHEZ

Title: Dir of Land Development, CEI

ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT

_____

Chairperson, Board of Supervisors

EXHIBIT "C"

		Responsible Party
1.	As-Built Plans (Hard Copy)	Contractor
2.	As-Built CAD File: In AutoCAD format (DVD or CD)	Contractor
3.	Project's Working Plans (Record / Construction Plans)	District Engineer
4.	QC LogBook	Contractor
5.	Final Estimate	Engineer
6.	Final SA for Overruns/Underruns spread sheet (if applicable)	Engineer
7.	Overruns/ Underruns Explanations worksheet for every item	Engineer
8.	SA's	Engineer
9.	Project Progress Photos (DVD or CD)	Engineer
10.	Weeklies Reports	Engineer
11.	Dailies Reports	Engineer
12.	Meeting Minutes	Engineer
13.	QC Reports	Contractor
14.	Record Progress on Construction Plans	Engineer
15.	Material's Certifications	Contractor
16.	Project Completion C E I letter	Engineer

FIFTH ORDER OF BUSINESS

Record & Return to:
Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068-3907

TYNES BOULEVARD, PHASE 1A
UTILITY MAIN EXTENSIONS
(Clay Utility System)
Name of Project

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT, made and entered into this _____, day of _____, **2017**, by and between **ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT**, an independent special district authorized by Chapter 190, Florida Statutes, hereinafter referred to as **"Developer"**, and **CLAY COUNTY UTILITY AUTHORITY**, an independent special district established under Chapter 94-491, Laws of Florida, Special Acts of 1994, hereinafter referred to as **"Utility"**.

WHEREAS, Developer desires that the Utility provide central potable water, pumping, treatment and distribution service and central reclaimed water service for the Property; and

WHEREAS, the Utility is willing to provide, in accordance with the provisions of this Agreement central potable water and reclaimed water service to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive adequate potable water and reclaimed water service from the Utility; and

WHEREAS, the parties wish to enter into this Agreement setting forth their mutual understandings and undertakings regarding the furnishing of potable water and reclaimed water service by the Utility to the Property;

WHEREAS, the parties wish to enter into this Agreement setting forth their mutual understandings and undertakings regarding the furnishing of potable water and reclaimed water service by the Utility to the Property;

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and Utility hereby covenant and agree as follows:

1. The foregoing statements are true and correct.

2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

(a) "Consumer Installation" - All facilities ordinarily on the consumer's side of the point of delivery.

(b) "Contribution-in-Aid-of-Construction (CIAC)" - The sum of money and/or the value of property represented by the cost of the potable water distribution system, and reclaimed water distribution system constructed or to be constructed which Developer or owner transfers, or agrees to transfer, to Utility, if so designated by the Utility, at no cost to Utility to provide utility service to the Property.

(c) "Equivalent Residential Connection (ERC)" - A factor expressed in gallons per day (GPD) which is used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the average daily flow of one potable water ERC is (450) GPD, one wastewater ERC is (311) GPD, and one reclaimed water ERC is (275) GPD.

(d) "Point of Delivery" - The point where the pipes or meter of Utility are connected with the pipes of the consumer. Point of delivery for potable water service and reclaimed water service shall be at the consumer's side of the meter and for wastewater service at the lot or property line. Utility shall, according to the terms and conditions hereof, own all pipes and appurtenances to the point of delivery unless otherwise agreed. The pipes and appurtenances inside the point of delivery shall belong to others.

(e) "Service" - The readiness and ability on the part of Utility to furnish and maintain potable water, reclaimed water, and wastewater service to the point of delivery for each lot or tract pursuant to rules and regulations of applicable regulatory agencies.

3. Assurance of Title - Developer represents and warrants that Developer is the owner of the Property and has the legal right to grant the exclusive rights of service contained in this Agreement. Upon request, Developer agrees to deliver to Utility evidence of such ownership including any outstanding mortgages, taxes, liens and covenants.

4. Connection Charges - In addition to the contribution of any wastewater collection systems, potable water distribution systems, and reclaimed water systems where applicable, and further to induce Utility to provide potable water, reclaimed water, and wastewater service, Developer hereby agrees to pay to Utility the following service availability charges, as defined in the Rate Resolution (including Service Availability Policy), upon execution of this Agreement in order to reserve capacity in the System:

(a)	Water Plant Connection Charge:		
	($340.00 x **0** ERC's)	$ N/A	*
	Alternative Water Supply Connection Charge:		
	($325.00 x **0** ERC's)	$ N/A	*
	Wastewater Plant Connection Charge:		
	($1,845.00 x **0** ERC's)	$ N/A	*
	Effluent Reclaimed Water Connection Charge:		
	($300.00 x **0** ERC's)	$ N/A	*
(b)	Customer Connection Charge (Tap-in)-Water	$ N/A	
	Customer Connection Charge (Tap-in)-Wastewater	$ N/A	
	Customer Connection Charge (Tap-in)-Reclaimed Water	$ N/A	
(c)	Main Extension Charge - Water	$ N/A	
	Main Extension Charge - Wastewater	$ N/A	
	Main Extension Charge - Reclaimed Water	$ N/A	
(d)	Fire Protection Capacity Charge	$ N/A	
(e)	Meter Installation Charge	$ N/A	
(f)	Plan Review Charge	$ N/A	
(g)	Inspection Charge	$ N/A	
(h)	Recording Fee	$ N/A	
	Total	$ N/A	

* This agreement does not include any connection charges. This agreement is for off-site infrastructure only.

Note: Items (f) and (g) are estimates and are subject to adjustment based on actual costs incurred.

Payment of the above charges does not and will not result in Utility waiving any of its rates or rules and regulations and their enforcement shall not be affected in any manner whatsoever by Developer making payment of same. Except as specifically stated, Utility shall not be obligated to refund to Developer any portion of the value of the above charges for any reason whatsoever nor shall Utility pay any interest upon the above charges paid.

Except as otherwise stated in this Agreement, neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the charges paid or to any of the potable water and reclaimed water facilities and properties of Utility, and all prohibitions applicable to Developer with respect to no refund of such charges, no interest payment on said charges and otherwise, are applicable to all persons or entities.

Any user or consumer of potable water or reclaimed water services shall not be entitled to offset any bill or bills rendered by Utility for such service or services against the connection charges paid. Developer shall not be entitled to offset the connection charges against any claim or claims of Utility as regards claims for breach of contract, damages, or charges of the like of Utility.

5. On-Site Installations - On-site facilities are those located within the Property for which Developer is requesting service. Developer shall convey to Utility, if so designated by Utility, all on-site water and reclaimed water lines, laterals, mains, lift stations, pump stations and appurtenant facilities (collectively referred to as "Components" or "On-Site System") on the Property with all contractual guarantees relating thereto. Conveyance shall take place within a reasonable time after installation of the On-Site System but prior to Utility's obligation to provide service. Until such time as the On-Site System is conveyed, the same shall be operated and maintained by Developer. In its sole discretion, Utility may decline to accept the On-Site System, may lease the On-Site System from Developer, or agree to such other arrangement as it deems appropriate.

Utility shall have the right and obligation to construct and/or approve the construction of the on-site installations which shall be owned and maintained by Utility, if so designated by Utility. The Utility shall also have the right to review all plans and specifications, connections to its system. The Utility shall have the right to inspect all phases of construction undertaken by outside contractors for facilities which are to be owned by the Utility, if so designated by Utility.

The On-Site System shall be constructed in compliance with all regulatory requirements and the specifications and requirements of Utility. No construction shall commence until Utility has reviewed and approved Developer's contractor and the plans and specifications for construction of the potable water and reclaimed water systems for the project.

Developer shall guarantee Utility against defects in material and workmanship for the portion of the On-Site System to be owned by the Utility or County, if so designated by Utility. Developer shall secure a written and fully assignable warranty that the system installed will be and remain free from all defects, latent or otherwise, with respect to workmanship, materials and installation in accordance with Utility-approved plans and specifications, for a period of two (2) years from the date of the system acceptance by the Utility, and immediately assign the same and the right to enforce the same to the Utility on or before such date.

The Developer shall also provide to the Utility, at Developer's sole expense, such maintenance bond and other form of security acceptable to Utility in such amounts approved by Utility, which by its or their express terms protect and indemnify Utility against any loss, damage, costs, claims, debts or demands by reason of defects, latent or otherwise, in the system to be and remain in effect for two (2) years from the date of the system acceptance by Utility.

In addition to any other promises, guarantees or warranties to be provided by Developer to the Utility hereunder, Developer agrees to protect and indemnify Utility against any loss, damage, costs, claims, debts or demands by reason of defects, latent or otherwise, in the system which could not have been reasonably discovered upon normal engineering inspection, to be and remain in effect for a period of two (2) years from the date of the system's acceptance by Utility.

Developer agrees to transfer to Utility, if so designated by Utility, title to all water distribution and reclaimed water distribution systems installed by Developer or Developer's contractor, which the Utility has agreed shall be owned and maintained by it pursuant to the provisions of this Agreement and shall:

(a) Deliver a Bill of Sale and No Lien Affidavit in a form acceptable to Utility for such potable water distribution, reclaimed water distribution systems.

(b) Provide copies of invoices and Release of Liens from contractor for installation of the utility systems as well as for any repairs to the Systems which may have been caused by other subcontractors during construction.

(c) Assign any and all warranties and/or maintenance bonds as set forth herein.

(d) Provide all operations, maintenance and parts manuals, as-built plans complying with Utility's specifications, and other documents required for operation of the utility system.

(e) Convey to Utility, if so designated by Utility, easements and/or rights-of-way covering all areas in which potable water and reclaimed water systems are installed, with adequate legal access to same, by recordable document satisfactory to Utility.

(f) Convey to Utility, if so designated by Utility, by recordable document in form satisfactory to Utility, fee simple title to lift station and pump station sites, along with recordable ingress/egress easement documents.

(g) Provide a copy of the Project Engineer's final certification of completion to the Florida Department of Environmental Protection certifying installation of all potable water and reclaimed facilities in accordance with approved plans.

6. Off-Site Installations - Developer shall further construct all transmission mains, pump stations and appurtenant facilities necessary to connect the On-Site System to the nearest appropriate point in Utility's transmission system, as determined by Utility. Utility may require Developer to oversize off-site transmission mains and appurtenant facilities in a manner consistent with Utility's Master Plan. The costs associated with construction of over-sized facilities which provide Utility with excess capacity for the benefit of other properties may be subject to refundable pursuant to Utility's Service Availability Policy, as then in effect. The same construction standards, warranty requirements, maintenance bond requirements, transfer of title by Bill of Sale, and indemnification requirements, as provided under paragraph 5 of this Agreement, shall also apply to the Off-Site installations.

7. Agreement to Serve - Upon the completion of construction of the On-Site and Off-Site Facilities by Developer, or an appropriate phase thereof, and compliance with the terms and conditions of this Agreement and Utility's Service Availability Policy, Utility will allow connection or oversee the connection of the potable water distribution facility, and/or reclaimed water facility installed by Developer to the central facilities of Utility in accordance with all rules, regulations and orders of the applicable governmental authorities

The covenants and agreements of Developer contained in Paragraphs 5, 6, and 7, hereof shall survive Utility's acceptance of any and Off-site Facilities and Utility's commencement of service to the Property. Should any such covenant or agreement of Developer in fact be outstanding following either or both of such dates, then, notwithstanding any contrary provision contained herein, Utility may, upon thirty (30) days advance written notice and demand for cure mailed to Developer, temporarily interrupt service to the Property until such outstanding covenant or agreement of Developer is satisfied in full. Utility shall not be liable for any temporary interruptions in service as a result of any action authorized or permitted by this paragraph.

8. Application for Service - Developer, or any owner of any parcel of the Property, or any occupant of any residence, building or unit located thereon shall not have the right to and shall not connect any consumer installation to the facilities of Utility until formal written application has been made to Utility by the prospective user of service, or either of them, in accordance with the then effective rules and regulations of Utility and approval for such connection has been granted.

9. Easements - Developer hereby grants and gives to Utility, its successors and assigns, but subject to the terms of this Agreement, the exclusive right or privilege to construct, own, maintain and operate the potable water and reclaimed water facilities to serve the Property in, under, upon, over and across the present and future streets, roads, alleys, utility easements, reserved utility strips and utility sites. Mortgagees, if any, holding prior liens on the Property shall be required to release such liens, subordinate their position or join in the grant or dedication of the easements or rights-of-way, or give to Utility assurance by way of a "non-disturbance agreement", that in the event of foreclosure, mortgagee would continue to recognize the easement rights of Utility. All potable water and reclaimed water collection facilities, save and except installations owned by Developer, or its successors or assigns, shall be covered by easements or rights-of-way if not located within platted or dedicated roads or rights-of-way for utility purposes and there shall be adequate legal access to same.

The use of easements granted by Developer to Utility shall not preclude the use by other utilities of these easements, such as for cable television, telephone, electric, or gas utilities. However, the use of such non-exclusive easements by third parties shall not interfere with Utility's utilization of same. Utility hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the potable water, reclaimed water, and wastewater industry with respect to the installation of all its facilities in any of the easement areas.

10. Utility's Exclusive Right to Utility Facilities - Developer agrees with Utility that all potable water and reclaimed water facilities accepted by Utility in connection with providing potable water and reclaimed water services to the Property, shall at all times remain in the sole, complete and exclusive ownership of Utility, and any person or entity owning any part of the Property or any residence, building or unit constructed or located thereon, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of potable water and reclaimed water services to other persons or entities located within or beyond the limits of the Property.

11. Exclusive Right to Provide Service - Developer shall not engage in the business of providing potable water services or reclaimed water services to the Property during the period of time Utility provides potable water and reclaimed water services to the Property. Utility shall have the sole and exclusive right and privilege to provide potable water and reclaimed water services to the Property and to the occupants of such residence, building or unit constructed thereon.

12. Rates - Utility agrees that the rates to be charged to Developer and individual consumers of potable water and reclaimed water services shall be those set forth in the then current Rate Resolution most recently adopted by the Board of Supervisors of Utility as may be amended from time to time. However, notwithstanding any provision in this Agreement, Utility, its successors and assigns, may establish, amend or revise, from time to time in the future, and enforce in a reasonable manner, rates or rate schedules so established.

Notwithstanding any provision in this Agreement, Utility may establish, amend or revise, from time to time, in the future, and enforce rules and regulations covering potable water and reclaimed water services to the Property. However, all such rules and regulations so established by Utility shall at all times be reasonable and subject to such regulations as may be provided by law or contract.

13. Binding Effect of Agreement - This Agreement shall be binding upon and shall inure to the benefit of Developer, Utility and their respective assigns and successors by merger, consolidation, conveyance or otherwise. Any assignment or transfer by Developer shall be subject to Utility approval which shall not be unreasonably withheld provided the assignee or transferee shall acknowledge in writing that it assumes the duties and responsibilities of Developer as set forth in this Agreement.

14. Notice - Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram, and if to Developer, shall be mailed or delivered to Developer at:

Armstrong Community Development District
Attn: Dean Vincent, Tynes Blvd. Administrator
3973 Eagle Landing Parkway
Orange Park, Florida 32065-264

and if to the Utility at:

Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068-3907

or at such other address as specified in writing by either party to the other.

15. Laws of Florida - This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority, if applicable.

16. Costs and Attorney's Fees - In the event the Utility or Developer is required to enforce this Agreement by court proceedings, by instituting suit or otherwise, then venue shall lie in Clay County, Florida, and the prevailing party shall be entitled to recover from the other party all cost incurred, including reasonable attorney's fees.

17. Force Majeure - In the event that the performance of this Agreement by either party is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, civil disorder, strike, embargo, natural disaster or catastrophe, unforeseeable failure or breakdown of transmission, treatment or other facilities, governmental rule, act, order, restriction, regulation, statute, ordinance, or order, decree, judgment, restraining order or injunction of any court, said party shall not be liable for such non-performance.

18. Indemnification - Developer agrees to indemnify and hold the Utility harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney's fees) to which it may become subject by reason of or arising out of Developer's performance of this Agreement. This indemnification provision shall survive the actual connection to Utility's potable water and reclaimed water systems. Provided, however, that nothing herein shall constitute or be construed as a waiver of sovereign immunity, nor extend the Developer's limitations on liability for tort claims by any party, including Utility, as expressly provided for under Section 768.28, Florida Statutes, as the same may be amended from time to time.

MISCELLANEOUS PROVISIONS

19. The rights, privileges, obligations and covenants of Developer and Utility shall survive the completion of the work of Developer with respect to completing the facilities and services to any development phase and to the Property as a whole.

20. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and Utility, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between Developer and Utility. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

21. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

22. Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.

23. The submission of this Developer Agreement for examination by Developer does not constitute an offer but becomes effective only upon execution thereof by Utility.

24. Failure to insist upon strict compliance of any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

25. It is because of inducements offered by Developer to Utility that Utility has agreed to provide potable water and reclaimed water services to Developer's project. Developer understands and agrees that capacity reserved hereunder cannot and shall not be assigned by Developer to Third Parties without the written consent of Utility, except in the case of a bona-fide sale of Developer's property.

26. Utility shall, as aforesaid, at all reasonable times and hours, have the right of inspection of Developer's internal lines and facilities. This provision shall be binding on the successors and assigns of the Developer.

27. The parties hereto recognize that prior to the time Utility may actually commence upon a program to carry out the terms and conditions of this Agreement, Utility may be required to obtain approval from various state and local governmental authorities having jurisdiction and regulatory power over the construction, maintenance, and operation of Utility. The Utility agrees that it will diligently and earnestly, make the necessary proper applications to all governmental authorities and will pursue the same to the end that it will use its best efforts to obtain such approval. Developer, agrees to provide necessary assistance to Utility in obtaining the approvals provided for herein. Upon execution of this Agreement, Utility may require the payment of a reasonable fee to defray Utility's legal, engineering, accounting and administrative and contingent expense.

28. It shall be Developer's responsibility to provide acceptable as-built drawings of the potable water and reclaimed water systems installed by Developer, in accordance with Utility's standard specifications, details and notes, which are to be accepted by Utility for ownership and maintenance, as set forth in paragraph 5 (d) herein; and it is understood and agreed that Utility's charges associated with the review and quality assurance of the CAD as-built survey drawings will be paid directly by Developer's licensed underground utility contractor and shall be provided in accordance with CCUA's "As-built Specifications Standards Manual", which can be obtained from the Utility's website (www.clayutility.org). It shall be Developer's responsibility to properly instruct his contractor to contact Utility for an estimate of such charges and clarification of the required as-built drawing procedures.

29. It shall be Developer's responsibility or Developer's customers' responsibility, utilizing the project's potable water and/or reclaimed water service within Developer's project, to apply to Utility for service after the installation of the potable water and reclaimed water utilities, have been completed and accepted by Utility. Upon completion of application for potable water and reclaimed water service and payment of the appropriate charges set forth in Utility's then current applicable Rate Resolution, including any security deposits required, service will be initiated to customers within Developer's Property.

30. Developer shall not place any conservation easements over any of the easement lands that contain Utility's existing or proposed water and/or reclaimed facilities for the project covered by this agreement.

31. Developer shall grant an easement to Utility covering the potable water and reclaimed facilities that Utility agrees to own and maintain, and shall be responsible for providing the legal description for such easement to Utility.

32. It is understood and agreed that the landscaping (new or existing) for this project shall not include the planting of any trees within seven and one-half feet (7 ft. 6 in.) of any of the water, wastewater or reclaimed mains that Utility will own and maintain, and it is further understood and agreed by Developer and Utility that Developer agrees to adhere to all of Utility's rules and regulations regarding the installation of root barrier when required.

33. The road cross-section, utility placement, and sidewalk placement used within the subdivision streets and right-of-ways shall be consistent with those layouts established by Utility in cooperation with other utilities and the Clay County Engineering Department. Any variance from these standard layouts shall be communicated by Developer to all utilities requiring facilities in the right-of-way and the Clay County Engineering Department, and shall be approved by all such utilities and agencies prior to commencement of construction.

34. Developer shall connect to Utility's existing water and reclaimed mains at the locations shown on the final approved plans prepared by Hadden Engineering, Inc., Project No. 16015, entitled *Tynes Boulevard Phase 1A at Oakleaf Plantation,* which are acceptable to Utility, and all piping, both on-site and off-site, shall be owned and maintained by Utility. All facilities shall be installed by Developer's State of Florida Licensed Underground Utility Contractor and shall meet all of the requirements of Utility prior to Utility's acceptance for ownership and maintenance.

35. Utility shall reimburse the construction cost in the total amount of $140,000.00, and shall reimburse said construction cost to Developer once all of the off-site water and reclaimed water system are completed, tested, and accepted by Utility for ownership and maintenance:

Amount Payable to Developer In Three Payments	
After Substantial Completion of 16-inch Water Distribution Main	$64,000.00
After Substantial Completion of 16-inch Reclaimed Water Distribution Main	$48,000.00
After Acceptance of Both Mains (Start of 2 Year Warranty Period)	$28,000.00
Total payable to Developer	$140,000.00

36. The construction of this project will not commence until receipt of all permits and easements, if necessary, and this agreement is executed.

37. This agreement will need to be executed by Developer, and the charges paid (shown on page 2, of agreement), prior to December 1, 2017.

IN WITNESS WHEREOF, Developer and Utility have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ARMSTRONG COMMUNITY
DEVELOPMENT DISTRICT
an independent special district
authorized by Chapter 190, Florida Statutes

Witness: _____
Print Name: _____

By: _____
Roger S. Arrowsmith, Chairman

Witness: _____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____, day of _____, 2017, by **ROGER S. ARROWSMITH**, as **CHAIRMAN** of **ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT**, an independent special district authorized by Chapter 190, Florida Statutes, who is personally known to me or who has produced _____, as identification.

_____
Printed Name _____
Notary Public, State of Florida at Large
My Commission Expires:

UTILITY:
CLAY COUNTY UTILITY AUTHORITY

Witness: _____
Print Name: _____

By: _____
Tom Morris, Executive Director

Witness: _____
Print Name: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this _____, day of _____, 2017, by **TOM MORRIS**, as **EXECUTIVE DIRECTOR** of **CLAY COUNTY UTILITY AUTHORITY**, who is personally known to me.

_____
Printed Name _____
Notary Public, State of Florida at Large
My Commission Expires:

TYNES BOULEVARD, PHASE 1A

EXHIBIT "A"

A parcel of land situated in the North 1/2 of Section 18, Township 4 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the northwest corner of said Section 18; thence on the west line thereof, run South 00 degrees 12 minutes 04 seconds East, 1277.86 feet; thence South 72 degrees 33 minutes 02 seconds East, 14.74 feet; thence easterly, along the arc of a curve concave northerly and having a radius of 1030.00 feet, an arc distance of 712.92 feet, said arc being subtended by a chord bearing and distance of North 87 degrees 37 minutes 14 seconds East, 698.78 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 1507.86 feet, an arc distance of 111.11 feet to the point of beginning, said arc being subtended by a chord bearing and distance of North 69 degrees 57 minutes 25 seconds East, 111.08 feet; thence North 79 degrees 02 minutes 46 seconds East, 26.26 feet; thence southeasterly along the arc of a curve concave southwesterly and having a radius of 50.00 feet, an arc distance of 49.35 feet, said arc being subtended by a chord bearing and distance of South 72 degrees 40 minutes 52 seconds East, 47.37 feet; thence southeasterly along the arc of a curve concave northeasterly and having a radius of 116.00 feet, an arc distance of 44.60 feet, said arc being subtended by a chord bearing and distance of South 55 degrees 25 minutes 18 seconds East, 44.32 feet; thence southeasterly along the arc of a curve concave southwesterly and having a radius of 50.00 feet, an arc distance of 57.23 feet, said arc being subtended by a chord bearing and distance of South 33 degrees 38 minutes 51 seconds East, 54.15 feet; thence southerly along the arc of a curve concave westerly and having a radius of 460.00 feet, an arc distance of 91.83 feet, said arc being subtended by a chord bearing and distance of South 04 degrees 51 minutes 33 seconds West, 91.67 feet; thence South 10 degrees 34 minutes 41 seconds West, 149.40 feet; thence southerly along the arc of a curve concave westerly and having a radius of 460.00 feet, an arc distance of 78.70 feet, said arc being subtended by a chord bearing and distance of South 15 degrees 28 minutes 45 seconds West, 78.60 feet; thence South 20 degrees 22 minutes 49 seconds West, 140.88 feet; thence southerly along the arc of a curve concave easterly and having a radius of 440.00 feet, an arc distance of 269.50 feet, said arc being subtended by a chord bearing and distance of South 02 degrees 50 minutes 00 seconds West, 265.31 feet; thence South 14 degrees 42 minutes 49 seconds East, 500.93 feet; thence southerly along the arc of a curve concave westerly and having a radius of 460.00 feet, an arc distance of 88.50 feet to the south line of said North 1/2 of Section 18, said arc being subtended by a chord bearing and distance of South 09 degrees 12 minutes 07 seconds East, 88.37 feet; thence on said south line, North 88 degrees 58 minutes 49 seconds East, 80.07 feet; thence northerly, along the arc of a curve concave westerly and having a radius of 540.00 feet, an arc distance of 107.62 feet, said arc being subtended by a chord bearing and distance of North 09 degrees 00 minutes 15 seconds West, 107.45 feet; thence North 14 degrees 42 minutes 49 seconds West, 500.93 feet; thence northerly along the arc of a curve concave easterly and having a radius of 360.00 feet, an arc distance of 220.50 feet, said arc being subtended by a chord bearing and distance of North 02 degrees 50 minutes 00 seconds East, 217.07 feet; thence North 20 degrees 22 minutes 49 seconds East, 140.88 feet; thence northerly along the arc of a curve concave westerly and having a radius of 540.00 feet, an arc distance of 92.38 feet, said arc being subtended by a chord bearing and distance of North 15 degrees 28 minutes 45 seconds East, 92.27 feet; thence North 10 degrees 34 minutes 41 seconds East, 149.40 feet; thence northerly along the arc of a curve concave westerly and having a radius of 540.00 feet, an arc distance of 132.94 feet, said arc being subtended by a chord bearing and distance of North 03 degrees 31 minutes 31 seconds East, 132.61 feet; thence northeasterly along the arc of a curve concave southeasterly and having a radius of 50.00 feet, an arc distance of 44.36 feet, said arc being subtended by a chord bearing and

distance of North 21 degrees 53 minutes 20 seconds East, 42.92 Feet; thence northeasterly along the arc of a curve concave northwesterly and having a radius of 116.00 feet, an arc distance of 55.33 feet, said arc being subtended by a chord bearing and distance of North 33 degrees 38 minutes 22 seconds East, 54.81 feet; thence northeasterly along the arc of a curve concave southeasterly and having a radius of 50.00 feet, an arc distance of 52.02 feet, said arc being subtended by a chord bearing and distance of North 49 degrees 46 minutes 48 seconds East, 49.71 feet; thence easterly along the arc of a curve concave southerly and having a radius of 960.00 feet, an arc distance of 97.18 feet, said arc being subtended by a chord bearing and distance of North 82 degrees 29 minutes 11 seconds East, 97.14 feet; thence North 85 degrees 23 minutes 11 seconds East, 434.38 feet; thence easterly along the arc of a curve concave northerly and having a radius of 1,040.00 feet, an arc distance of 449.97 feet, said arc being subtended by a chord bearing and distance of North 72 degrees 59 minutes 29 seconds East, 446.47 feet; thence North 60 degrees 35 minutes 48 seconds East, 265.19 feet; thence easterly along the arc of a curve concave southerly and having a radius of 460.00 feet, an arc distance of 218.05 feet, said arc being subtended by a chord bearing and distance of North 74 degrees 10 minutes 35 seconds East, 216.02 feet; thence North 87 degrees 49 minutes 35 seconds East, 230.17 feet; thence South 84 degrees 24 minutes 30 seconds East, 111.02 feet; thence North 87 degrees 49 minutes 35 seconds East, 833.78 feet; thence northeasterly along the arc of a curve concave northwesterly and having a radius of 805.00 feet, an arc distance of 1,233.95 feet, said arc being subtended by a chord bearing and distance of North 43 degrees 54 minutes 48 seconds East, 1,116.64 feet; thence North 00 degrees 00 minutes 00 seconds East, 85.11 feet; thence northeasterly along the arc of a curve concave southeasterly and having a radius of 50.00 feet, an arc distance of 76.48 feet to the north line of said Section 18, said arc being subtended by a chord bearing and distance of North 43 degrees 49 minutes 19 seconds East, 69.24 feet; thence on said north line, South 87 degrees 38 minutes 38 seconds West, 180.83 feet; thence southeasterly, along the arc of a curve concave southwesterly and having a radius of 50.00 feet, and arc distance of 49.41 feet, said arc being subtended by a chord bearing and distance of South 28 degrees 28 minutes 45 seconds East, 47.68 feet; thence South 00 degrees 00 minutes 00 seconds East, 85.72 feet; thence southwesterly along the arc of a curve concave northwesterly and having a radius of 695.00 feet, an arc distance of 1,065.34 feet, said arc being subtended by a chord bearing and distance of South 43 degrees 54 minutes 48 seconds West, 964.06 feet; thence South 87 degrees 49 minutes 35 seconds West, 833.78 feet; thence South 79 degrees 54 minutes 50 seconds West, 108.97 feet; thence South 87 degrees 49 minutes 35 seconds West, 232.33 feet; thence westerly along the arc of a curve concave southerly and having a radius of 540.00 feet, an arc distance of 255.98 feet, said arc being subtended by a chord bearing and distance of South 74 degrees 10 minutes 35 seconds West, 253.59 feet; thence South 60 degrees 35 minutes 48 seconds West, 265.19 feet; thence westerly along the arc of a curve concave northerly and having a radius of 960.00 feet, an arc distance of 415.36 feet, said arc being subtended by a chord bearing and distance of South 72 degrees 59 minutes 29 seconds West, 412.12 feet; thence South 85 degrees 23 minutes 11 seconds West, 434.38 feet; thence westerly along the arc of a curve concave southerly and having a radius of 1,040.00 feet, an arc distance of 112.69 feet, said arc being subtended by a chord bearing and distance of South 82 degrees 16 minutes 56 seconds West, 112.64 feet; thence northwesterly along the arc of a curve concave northeasterly and having a radius of 50.00 feet, an arc distance of 48.06 feet, said arc being subtended by a chord bearing and distance of North 73 degrees 17 minutes 03 seconds West, 46.23 feet; thence northwesterly along the arc of a curve concave southwesterly and having a radius of 116.00 feet, an arc distance of 49.30 feet, said arc being subtended by a chord bearing and distance of North 57 degrees 55 minutes 16 seconds West, 48.93 feet; thence northwesterly along the arc of a curve concave northeasterly and having a radius of 75.00 feet, an arc distance of 81.78 feet, said arc being subtended by a chord bearing and distance of North 38 degrees 51 minutes 24 seconds West, 77.79 feet; thence South 66 degrees 13 minutes 36 seconds West, 52.06 feet; thence southwesterly along the arc of a curve concave northwesterly and having a radius of 75.00 feet, an arc distance of 70.94 feet, said arc

being subtended by a chord bearing and distance of South 19 degrees 28 minutes 47 seconds West, 68.32 feet; thence southwesterly along the arc of a curve concave southeasterly and having a radius of 116.00 feet, an arc distance of 62.58 feet, said arc being subtended by a chord bearing and distance of South 31 degrees 07 minutes 16 seconds West, 61.83 feet; thence southwesterly along the arc of a curve concave northwesterly and having a radius of 50.00 feet, an arc distance of 45.43 feet, said arc being subtended by a chord bearing and distance of South 41 degrees 41 minutes 35 seconds West, 43.88 feet; thence South 67 degrees 43 minutes 16 seconds West, 42.24 feet; thence South 25 degrees 32 minutes 34 seconds East, 60.52 feet to the point of beginning; being 12.40 acres, more or less, in area.

SIXTH ORDER OF BUSINESS

TYNES BOULEVARD COMMUNITY DEVELOPMENT FUNDING AGREEMENT BY AND BETWEEN THE ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT AND ARMSTRONG VENTURE, L.L.C., FOR PREFUNDING COSTS INCURRED IN CONNECTION WITH THE TYNES BOULEVARD EXTENSION

THIS FUNDING AGREEMENT ("**Agreement**") is made and entered into as of this _____ day of December, 2017, by and between:

ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Clay County, Florida (hereinafter "**District**"), and

ARMSTRONG VENTURE, L.L.C., a Florida limited liability company, with an address of 14700 Village Square Place, Midlothian, Virginia 23112 ("**Developer**" and together with the District, the "**Parties**"); and

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Clay County, Florida, for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure, including surface water management systems, roadways, utilities, pedestrian facilities, entry features, landscaping, parks, and other infrastructure authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the Parties previously entered into that certain *Interlocal Agreement for Planning, Funding, and Construction of the Tynes Boulevard Extension* dated July 26, 2016 (the "Interlocal Agreement") with Clay County, Florida (the "County"), which agreement is attached hereto as **Exhibit A**, whereby the County has agreed to pay up to $7,000,000 ("County Funding") to the District on reimbursement basis for services required to construct the Tynes Boulevard Extension (the "Project"), including but not limited to design, permitting, and construction of the Project by the District; and

WHEREAS, the District has undertaken the design, permitting, and construction of the Project, and intends to pay all costs to complete the Project and to seek reimbursement from the County for those expenses set forth in Section 5(h) of the Interlocal Agreement (the "Reimbursable Costs"); and

WHEREAS, the County has thus far appropriated $4,000,000 for payment of Reimbursable Costs and is expected to appropriate the balance of $3,000,000 for such payment at the outset of its Fiscal Year 2018-2019 (the "$3,000,000 Tranche"); and

WHEREAS, the Parties anticipate that more than $4,000,000 in Reimbursable Costs will be incurred prior to the date upon which Armstrong may seek reimbursement from the County out of the $3,000,000 Tranche; and

WHEREAS, in such event, Developer has agreed on the terms and conditions set forth herein to advance certain funds to Armstrong pending its ability to seek reimbursement from the County out of the $3,000,000 Tranche;

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. COMMITMENT TO FUND. Developer agrees to fund Reimbursable Costs incurred by Armstrong in excess of $4,000,000, provided Developer shall have no obligation to advance an amount in excess of $1,250,000 (the "Developer Funding"). The following conditions shall apply to Developer's obligation to provide Developer Funding:

SUBSECTION 2.1 COUNTY CONFIRMATION. Prior to seeking the first advance from Developer, Armstrong shall provide Developer with evidence satisfactory to Developer in its reasonable discretion that Armstrong has delivered a copy of this Agreement to the County and that the County has acknowledged receipt of such copy and agreed to comply with the provisions of Section 3 below.

SUBSECTION 2.2 EVIDENCE OF PRIOR FUNDING. Prior to seeking the first advance from Developer, Armstrong shall provide Developer with evidence satisfactory to Developer in its reasonable discretion that Armstrong previously has received $4,000,000 in reimbursement of Reimbursable Costs from the County.

SUBSECTION 2.3 SUBMISSION OF ADVANCE REQUESTS. Armstrong may submit a request for an advance from Developer no more frequently than once each month. Each such request shall be accompanied by evidence satisfactory to Developer in its reasonable discretion that the costs for which funding from Developer is being sought qualify as Reimbursable Costs.

SUBSECTION 2.4 FUNDING OF ADVANCES. Armstrong will fund advances within 10 days after receipt of a request for an advance complying with the foregoing requirements and pursuant to disbursement instructions to be given to Developer by Armstrong.

SUBSECTION 2.5 FUNDING OF ADVANCES. Developer's obligation to advance Developer Funding pursuant to this Agreement shall terminate on the date that Armstrong first has the right to seek reimbursement of Reimbursable Costs from the $3,000,000 Tranche.

SECTION 3. REPAYMENT OF DEVELOPER FUNDING. Within 10 days after the first date upon which Armstrong is entitled to seek reimbursement of Reimbursable Costs from the $3,000,000 Tranche, Armstrong will submit a request to the County for reimbursement for all

Reimbursable Costs for which it has received Developer Funding. In such request, it will authorize and instruct the County to disburse the aggregate amount of Developer Funding outstanding directly to Developer in accordance with disbursement instructions to be provided by Developer and included as part of such request. Armstrong acknowledges and agrees that it may not seek reimbursement of any other Reimbursable Costs from the $3,000,000 Tranche without Developer's prior written consent, which consent Developer shall not be obligated to give, before it has complied with the foregoing and Developer has confirmed to it that the Developer Funding outstanding has been repaid to it by the County.

SECTION 4. ENFORCEMENT. A default by either party under this Agreement shall entitle the non-defaulting party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 5. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

SECTION 6. NOTICE. All notices, requests, consents and other communications hereunder ("**Notice**" or "**Notices**") shall be in writing and shall be delivered via overnight delivery service, telecopied or hand delivered to the parties, as follows:

A. If to District:

Armstrong Community Development District
c/o Governmental Management Services, Inc.
475 West Town Place, Suite 114
World Golf Village
St. Augustine, Florida 32092
Attn: District Manager
Facsimile: _____

With a copy to:

Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Katie S. Buchanan
Facsimile: 850-224-8551

B. If to Developer:

Armstrong Venture, L.L.C.
14700 Village Square Place
Midlothian, Virginia 23112
Attn: Dean Vincent
Facsimile: _____

With a copy to:

Thomas E Carr & Associates, P.C.
3046 Plaza Blanca

Santa Fe, New Mexico 87507
Facsimile: 866-570-3405

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or facsimile number set forth herein. Notices hand 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. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or facsimile number to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

SECTION 7. AMENDMENT. This Agreement shall constitute the entire agreement between the parties and may be modified in writing only by the mutual agreement of all parties.

SECTION 8. TERMINATION. This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of all Parties.

SECTION 9. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

SECTION 10. BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. 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 provisions or conditions hereof; and all of the provisions, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 11. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 12. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Florida. Venue for any proceeding hereunder shall be in Clay County, Florida.

SECTION 13. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this instrument to physically form one instrument.

SECTION 14. EFFECTIVE DATE. This Agreement shall become effective after execution by the parties hereto on the date reflected above.

SECTION 15. SUCCESSORS. The covenants, terms, conditions, obligations and restrictions of this agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and permitted assigns.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

_____
Assistant Secretary

ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT

_____
Chairperson, Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by _____, Chairperson of the Armstrong Community Development District, who is personally known to me or produced _____ as identification, and who Did [ ] or Did Not [ ] take an oath.

_____
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

(SEAL)

ATTEST:

ARMSTRONG VENTURE, L.L.C., BY EWP ENTITY MANAGEMENT CORPORATION, ITS MANAGER

_____

_____
Print Name

_____
Roger S. Arrowsmith
Senior Vice President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Roger S. Arrowsmith, Senior Vice President of EWP Entity Management Corporation, a Virginia corporation, Manager of Armstrong Venture, L.L.C., a Florida limited liability company, who is personally known to me or who produced _____ as identification, and who Did [ ] or Did Not [ ] take an oath.

SEVENTH ORDER OF BUSINESS

HOLD HARMLESS AGREEMENT BY AND BETWEEN THE ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT AND ARMSTRONG VENTURE, L.L.C., FOR COSTS INCURRED IN CONNECTION WITH THE TYNES BOULEVARD EXTENSION

THIS HOLD HARMLESS AGREEMENT ("**Agreement**") is made and entered into as of this _____ day of December, 2017, by and between:

ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Clay County, Florida (hereinafter "**District**"), and

ARMSTRONG VENTURE, L.L.C., a Florida limited liability company, with an address of 14700 Village Square Place, Midlothian, Virginia 23112 ("**Developer**" and together with the District, the "**Parties**"); and

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Clay County, Florida, for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure, including surface water management systems, roadways, utilities, pedestrian facilities, entry features, landscaping, parks, and other infrastructure authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the Parties previously entered into that certain *Interlocal Agreement for Planning, Funding, and Construction of the Tynes Boulevard Extension* dated July 26, 2016 (the "Interlocal Agreement") with Clay County, Florida (the "County"), which agreement is attached hereto as **Exhibit A**, whereby the County has agreed to pay up to $7,000,000 ("County Funding") to the District on reimbursement basis for services required to construct the Tynes Boulevard Extension (the "Project"), including but not limited to design, permitting, and construction of the Project by the District; and

WHEREAS, the District has undertaken the design, permitting, and construction of the Project, and intends to pay all costs to complete the Project and to seek reimbursement from the County for those expenses set forth in Section 5(h) of the Interlocal Agreement (the "Reimbursable Costs"); and

WHEREAS, as a condition precedent to the County's obligation to advance funds for the construction of Phase 1 of the Project, Developer has provided a guarantee to the County in the form of a letter of credit to pay any Reimbursable Costs in excess of $7,000,000 up to a maximum of $1,166,257 (the "Initial LOC"); and

Whereas, following acceptance of Phase 1 of the Project by the County the amount of Developer's guarantee to the County is to be recalculated in the manner set forth in Subsection 7(c) of the Interlocal Agreement, and, as a condition precedent to the County's obligation to advance funds for the construction of Phase 2 of the Project, Developer has agreed to provide a

guarantee to the County in the form of a letter of credit in the recalculated amount required by such Subsection in substitution for the Initial LOC (the "Recalculated LOC"); and

WHEREAS, the District has contracted for the construction of the Project, and if the Reimbursable Costs exceed $7,000,000, the District does not have access to the Recalculated LOC; and

WHEREAS, to enable the District to proceed with construction of the Project, Developer has agreed to hold the District harmless from and against Reimbursable Costs in excess of $7,000,000 arising out of or in connection with its obligation to complete the Project pursuant to the Interlocal Agreement, subject to a maximum Developer obligation in the amount to be secured by the Recalculated LOC; and

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

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. HOLD HARMLESS. Developer agrees that if the District incurs Reimbursable Costs in excess of $7,000,000 and the excess of such Costs over $7,000,000 is not reimbursed to the District by the County, Developer will reimburse such excess Costs to the District within thirty (30) days of receipt of request by the District, provided Developer's maximum obligation under this Section shall not exceed the amount secured by the Recalculated LOC. In the event the District subsequently receives funding from the County for Reimbursable Costs paid by the Developer hereunder, which funds were obtained by the County by submitting one or more draw requests to the bank issuing the Recalculated LOC, such Costs shall be reimbursed by the District to the Developer within thirty (30) days of receipt of such funding from the County.

Further, Developer and its successors and assigns agree to release, indemnify, defend and hold harmless the District, its officials, agents, contractors, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including but not limited to attorneys' fees, paralegals' fees, consultants' fees and costs at all administrative, pretrial, trial and appellate levels) or any kind or nature whatsoever arising out of or related in any way to Developer's guarantee to pay Reimbursable Costs pursuant to Section 7(b) of the Interlocal Agreement.

SECTION 3. ENFORCEMENT. A default by either party under this Agreement shall entitle the non-defaulting party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 4. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to

recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

SECTION 5. NOTICE. All notices, requests, consents and other communications hereunder ("**Notice**" or "**Notices**") shall be in writing and shall be delivered via overnight delivery service, telecopied or hand delivered to the parties, as follows:

A. If to District:
Armstrong Community Development District
c/o Governmental Management Services, Inc.
475 West Town Place, Suite 114
World Golf Village
St. Augustine, Florida 32092
Attn: District Manager
Facsimile: _____

With a copy to:
Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Katie S. Buchanan
Facsimile: _____

B. If to Developer:
Armstrong Venture, L.L.C.
14700 Village Square Place
Midlothian, Virginia 23112
Attn: Dean Vincent
Facsimile: _____

With a copy to:
Thomas E Carr & Associates, P.C.
3046 Plaza Blanca
Santa Fe, New Mexico 87507
Facsimile: 866-570-3405

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or facsimile number set forth herein. Notices hand 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. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or facsimile number to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

SECTION 6. AMENDMENT. This Agreement shall constitute the entire agreement between the parties and may be modified in writing only by the mutual agreement of all parties.

SECTION 7. TERMINATION. This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of all parties.

SECTION 8. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

SECTION 9. BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. 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 provisions or conditions hereof; and all of the provisions, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 11. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Florida. Venue for any proceeding hereunder shall be in Clay County, Florida.

SECTION 12. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this instrument to physically form one instrument.

SECTION 13. EFFECTIVE DATE. This Agreement shall become effective after execution by the parties hereto on the date reflected above.

SECTION 14. SUCCESSORS. The covenants, terms, conditions, obligations and restrictions of this agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and permitted assigns.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

_____
Assistant Secretary

ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT

_____
Chairperson, Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by _____, Chairperson of the Armstrong Community Development District, who is personally known to me or produced _____ as identification, and who Did [ ] or Did Not [ ] take an oath.

_____
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

(SEAL)

ATTEST:

ARMSTRONG VENTURE, L.L.C., BY EWP ENTITY MANAGEMENT CORPORATION, ITS MANAGER

_____

_____
Print Name

_____
Roger S. Arrowsmith
Senior Vice President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Roger S. Arrowsmith, Senior Vice President of EWP Entity Management Corporation, a Virginia corporation, Manager of Armstrong Venture, L.L.C., a Florida limited liability company, who is personally known to me or who produced _____ as identification, and who Did [ ] or Did Not [ ] take an oath.

_____
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
(SEAL) My Commission Expires: _____

Exhibit A: *Interlocal Agreement for Funding, Design, and Construction of the Tynes Boulevard Extension* dated July 26, 2016

EIGHTH ORDER OF BUSINESS

Upon recording, this instrument should be returned to:	(This space reserved for Clerk)
Armstrong Community Development District c/o Governmental Management Services, LLC 475 West Town Place, Suite 114 St. Augustine, Florida 32092	

DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT

Board of Supervisors[1]

Armstrong Community Development District

Roger Arrowsmith
Chairperson

Marilyn Ayers
Vice Chairperson

Grady Miars
Assistant Secretary

Michael Taylor
Assistant Secretary

Nancy Klock
Assistant Secretary

Governmental Management Services, LLC
District Manager
475 West Town Place, Suite 114
St. Augustine, Florida 32092
(904) 940-5850

District records are on file at the offices of Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 and at the Local Records Office at the Eagle Landing Sales Center, 3973 Eagle Landing Parkway, Orange Park, Florida 32065 and are available for public inspection upon request during normal business hours.

[1] This list reflects the composition of the Board of Supervisors as of November 1, 2017. For a current list of Board Members, please contact the District Manager's office.

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ARMSTRONG
COMMUNITY DEVELOPMENT DISTRICT

INTRODUCTION

The Armstrong Community Development District ("**District**") is a local unit of special-purpose government created pursuant to and existing under the provisions of Chapter 190, Florida Statutes. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, construction and/or acquisition, as well maintenance, of the following improvements: stormwater management system; roadway system; utilities (water and sewer); amenity area and neighborhood parks; and other related public infrastructure.

DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT

Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the District and the assessments, fees and charges that may be levied within the District to pay for the financing and maintenance of certain community infrastructure is provided to fulfill this statutory requirement.

What is the District and how is it governed?

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, Florida Statutes (**"Act"**), and established by Ordinance No. 2016-23 enacted by the Board of County Commissioners of Clay County, Florida, which was effective on July 15, 2016. The District encompasses 322.28 acres of land located entirely within the boundaries of Clay County, Florida (**"County"**). As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors (**"Board"**), the members of which must be residents of the State and citizens of the United States. Within ninety (90) days of appointment of the initial board, members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. Elections are then held every two years in November. Commencing at such time as the following two conditions have been satisfied: i) six years have passed from the date of the initial appointment of Supervisors and ii) a minimum of two hundred fifty (250) qualified electors reside within the District, Supervisors whose terms are expiring will begin to be elected by qualified electors of the District. A "qualified elector" in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in the County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

Board meetings are noticed in a local newspaper and conducted in a public forum in which public participation is permitted. Consistent with Florida's public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State's open meetings law and are generally

subject to the same disclosure requirements as other elected officials under the State's ethics laws.

What infrastructure improvements does the District provide and how are the improvements paid for?

The District is comprised of approximately 322.28 acres located entirely within the County. The legal description of the lands encompassed within the District is attached hereto as **Exhibit "A."** The public infrastructure necessary to support the District's development program includes, but is not limited to: stormwater management system; roadway system; utilities (water and sewer); amenity area and neighborhood parks; and other related public infrastructure. These infrastructure improvements are more fully detailed below. To plan the infrastructure improvements necessary for the District and prior to the issuance of the Series 2017 Bonds, herein defined, the District adopted an *Improvement Plan*, dated January 11, 2017, as supplemented by the *Supplemental Engineer's Report* dated August 17, 2017 (together, **"Engineer's Report"**). The Engineer's Report provides a basic description of all of the improvements contemplated for the completion of the infrastructure of the District and detailed information on the improvements in the Series 2017 Project (**"Capital Improvement Plan"**). Copies of the Engineer's Report are available for review in the District's public records.

These public infrastructure improvements have been and will be partially funded by the District's sale of bonds. On March 23, 2017, the Circuit Court of the State of Florida, in and for Clay County, Florida, entered a Final Judgment validating the District's ability to issue an aggregate principal amount not to exceed $30,000,000 in Special Assessment Revenue Bonds for infrastructure needs of the District.

On September 28, 2017, the District issued a series of bonds for purposes of partially financing the design, construction and acquisition costs of engineering plans, permits and infrastructure for the Capital Improvement Plan (**"Series 2017 Project"**). On that date, the District issued its Armstrong Community Development District, Special Assessment Revenue Bonds, Series 2017A, in the amount of $4,035,000 and its Armstrong Community Development District, Special Assessment Revenue Bonds, Series 2017B, in the amount of $2,890,000 (together, **"Series 2017 Bonds"**). Proceeds of the Series 2017 Bonds are being used to finance the cost of a portion of the acquisition, construction, installation, and equipping of the Series 2017 Project.

Transportation Improvements

Transportation improvements consist of the main entrance roadway and internal roadways providing access throughout the residential and commercial areas. The main entrance roadway is an approximately 1.5 mile section of four-lane divided road and two-lane road from Oakleaf Plantation Parkway into the District. This roadway will be constructed by the District, but funded by the County pursuant to an Interlocal Agreement between the District and the County. The internal roadways will consist of a network of neighborhood roads providing access to each residential lot. The improvements include clearing, grubbing and earthwork necessary for

all work within the right-of-way and the utility easements, street lighting and restoration and sodding or seeding of disturbed areas outside the paving. The cost estimate includes design, permitting and construction costs. The roads will be designed and constructed to County standards. Upon completion of the improvements, the District expects to convey the roads to the County.

Water, Sewer and Re-Use Facilities

Three separate utility systems will be installed. The proposed water improvements consist of the main distribution system required to service the District, as required by the Clay County Utility Authority (**"CCUA"**). The proposed sanitary sewer improvement consists of the lift stations and force mains. The water re-use system will serve the entire District. The costs for these systems include piping, manholes, valves, and all appurtenances required to construct the systems. Upon completion, these facilities will be dedicated to CCUA and will be owned and operated by CCUA.

Stormwater Management Facilities

The stormwater management facilities provide stormwater treatment and flood control measures for property within the District. The proposed stormwater management improvements consist of the treatment ponds, control structures and wetland mitigation required to serve the District in accordance with St. Johns River Water Management District and County permits. The County will own and maintain the stormwater system from the roads to the lakes. The District will own and maintain the lakes.

Entry Features, Landscaping and Signage

The proposed entry features, landscaping and signage improvements consist of entry monumentation and signage as well as signage at each neighborhood entrance, and includes landscaping at each entrance and at common areas throughout the District.

Recreational Improvements

The District presently intends to finance, design and construct recreational facilities within the District. The first improvement consists of an amenity center, which includes a multi-use recreational facility. The second improvement consists of neighborhood parks located at various locations throughout the tract. These neighborhood parks will be installed as development progresses.

Amenity Center

The recreational complex is located along the main roadway. The plans for this facility include:

- Clubhouse
- Tennis courts
- Playground Equipment
- Picnic Tables

- Fitness center
- Children's Center
- Bathrooms and Locker Area
- Family Pool and Water Park
- Parking
- Landscaping and Lighting
- Welcome and Information Center

Neighborhood Parks

The District currently proposed additional recreational improvements to serve lands within the District, which will consist of small neighborhood parks located throughout the district. These parks may include the following:

- Picnic tables
- Playground equipment
- Landscaping

Series 2017 Project

The stormwater management system will consist of the construction of stormwater management ponds that will serve to collect runoff from **"Assessment Area 1"** and road rights-of-way as well as the construction of culverts and inlets to collect runoff and convey it into the constructed ponds.

The roadway system will be constructed to County standards and will provide access through Assessment Area 1. An internal roadway system to provide access throughout Assessment Area 1 of the District will be constructed to County standards. It will include the installation of sidewalks, landscaping, and underdrains. Disturbed areas within the rights-of-way that are outside of the paved areas will be landscaped and sodded and/or seeded and mulched in order to provide erosion and sediment control in accordance with the stormwater pollution prevention plan. The District also intends to construct monuments and signage as part of the system. Site preparation for underground electrical and street lighting is also included within the rights-of-way and utility easements. Upon completion of the improvements, the District expects to convey the roadways to the County.

The water and sewer system will serve Assessment Area 1. Both potable and reuse water will be constructed, as well as an additional lift station and associated force mains.

Assessments, Fees and Charges

A portion of the master infrastructure improvements identified in the Capital Improvement Plan have been or will be financed by the District through the sale of its Series 2017 Bonds. The amortization schedules for the Series 2017 Bonds are available in the District's public records. The annual debt service obligations of the District must be defrayed by annual assessments on benefited property. Copies of the District's *Special Assessment Methodology Report for Assessment Area 1*, dated June 7, 2017, as supplemented by the *Final Numbers*

Supplemental Special Assessment Methodology Report for the Series 2017A and 2017B Special Assessment Revenue Bonds Assessment Area 1, dated September 6, 2017 (together, **"Assessment Methodology"**), are available for review in the District's public records.

The Series 2017 Bonds and associated interest are payable solely from and secured by non-ad valorem special assessments levied against those lands within Assessment Area 1 of the District, as further described in **Exhibit "B"** attached hereto, that benefit from the design, construction, and/or acquisition and operation of the District's Series 2017 Project (**"Series 2017 Debt Assessments"**). The Series 2017 Debt Assessments are typically billed in the same manner as are county ad valorem taxes but may be billed directly by the District. The Series 2017 Debt Assessments are levied in accordance with the District's Assessment Methodology and represent an allocation of the costs of the Series 2017 Project to those lands within the District benefiting from the Series 2017 Project.

The Series 2017 Debt Assessments described above exclude any operations and maintenance assessments (**"O&M Assessments"**) which may be determined and calculated annually by the Board and are levied against all benefitted lands in the District. A detailed description of all costs and allocations which result in the formulation of assessments, fees, and charges is available for public inspection upon request.

The Capital Improvement Plan and financing plan of the District as presented herein reflect the District's current intentions, and the District expressly reserves the right in its sole discretion to change those plans at any time. Additionally, the District may undertake the construction, reconstruction, acquisition, or installation of future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by Chapter 190, Florida Statutes.

Method of Collection

Except as discussed above, the District's Series 2017 Debt Assessments and/or operation and maintenance assessments may appear on that portion of the annual real estate tax notice entitled "non-ad valorem assessments," and will be collected by the Clay County Tax Collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax notice, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The District may also elect to collect the assessment directly.

This description of the District's operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing infrastructure improvements essential to the use and development of this community. If you have any questions or would simply like additional information about the District, please write to or call the: District Manager, Armstrong Community Development District, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 or call (904) 940-5850.

The information provided herein is a good faith effort to accurately and fully disclose information regarding the public financing and maintenance of improvements to real property undertaken by the District and should only be relied upon as such. The information contained herein is, and can only be, a status summary of the District's public financing and maintenance activities and is subject to supplementation and clarification from the actual documents and other sources from which this information is derived. In addition, the information contained herein may be subject to change over time, in the due course of the District's activities and in accordance with Florida law. Prospective and current residents and other members of the public should seek confirmation and/or additional information from the District Manager's office with regard to any questions or points of interest raised by the information presented herein.

IN WITNESS WHEREOF, this Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been executed as of the _____ day of _____, 2017, and recorded in the Official Records of Clay County, Florida.

ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT

_____
Roger Arrowsmith
Chairperson, Board of Supervisors

_____
Witness

_____
Witness

_____
Print Name

_____
Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Roger Arrowsmith, Chairperson of the Armstrong Community Development District, who is personally known to me or who has produced _____ as identification, and did [ ] or did not [ ] take the oath.

_____
Notary Public, State of Florida

Print Name:_____
Commission No.:_____
My Commission Expires: _____

EXHIBIT A

"ARMSTRONG" PARCEL

A PARCEL OF LAND LYING IN AND BEING PART OF THE NORTH HALF OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY CONTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE, ON THE NORTH LINE THEREOF, SOUTH 87 DEGREES 38 MINUTES 13 SECONDS WEST, 89.09 FEET TO THE WEST RIGHT-OF-WAY LINE OF BRANAN FIELD / CHAFFEE ROAD, A RIGHT-OF-WAY OF VARIED WIDTH, AND THE POINT OF BEGINNING; THENCE, ON SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 00 DEGREES 05 MINUTES 10 SECONDS WEST, 145.51 FEET; THENCE, (2) SOUTH 89 DEGREES 54 MINUTES 50 SECONDS EAST, 14.00 FEET; THENCE, (3) SOUTH 00 DEGREES 05 MINUTES 10 SECONDS WEST, 1458.23 FEET; THENCE, (4) SOUTH 89 DEGREES 54 MINUTES 22 SECONDS EAST, 0.19 FEET; THENCE, (5) SOUTH 00 DEGREES 05 MINUTES 38 SECONDS WEST, 1114.82 FEET TO THE SOUTH LINE OF SAID NORTH HALF OF SECTION 18; THENCE, ON SAID SOUTH LINE, SOUTH 88 DEGREES 58 MINUTES 47 SECONDS WEST, 5278.43 FEET TO THE WEST LINE OF SAID SECTION 18; THENCE, ON SAID WEST LINE, NORTH 00 DEGREES 12 MINUTES 08 SECONDS WEST, 2594.82 FEET TO THE NORTH LINE OF SAID SECTION 18; THENCE, ON SAID NORTH LINE, NORTH 87 DEGREES 38 MINUTES 13 SECONDS EAST, 5281.27 FEET TO THE POINT OF BEGINNING. CONTAINING 322.28 ACRES, MORE OR LESS.

EXHIBIT B

Parcel "A"

A portion of Lot 1, Armstrong Plat, Clay County, Florida, according to plat thereof recorded in Plat Book 59 pages 34 through 38 of the public records of said county, said portion being more particularly described as follows:

Commence at the northwest corner of said Lot 1; thence on the north line thereof, North 87 degrees 38 minutes 38 seconds East, 2924.57 feet to the east line thereof; thence on said east line, South 02 degrees 14 minutes 51 seconds East, 283.24 feet to the point of beginning; thence South 76 degrees 16 minutes 03 seconds West, 137.18 feet; thence North 77 degrees 01 minutes 38 seconds West, 58.12 feet; thence South 87 degrees 49 minutes 35 seconds West, 127.71 feet; thence South 53 degrees 04 minutes 15 seconds West, 17.54 feet; thence northwesterly, along the arc of a curve concave southwesterly and having a radius of 55.00 feet, an arc distance of 23.12 feet, said arc being subtended by a chord bearing and distance of North 80 degrees 19 minutes 05 seconds West, 22.95 feet; thence South 87 degrees 38 minutes 13 seconds West, 416.86 feet; thence South 01 degree 46 minutes 00 seconds East, 60.16 feet; thence South 88 degrees 14 minutes 00 seconds West, 110.00 feet; thence North 84 degrees 37 minutes 42 seconds West, 50.39 feet; thence South 88 degrees 14 minutes 00 seconds West, 121.68 feet; thence northwesterly, along the arc of a curve concave southwesterly and having radius of 65.00 feet, an arc distance of 87.95 feet, said arc being subtended by a chord bearing and distance of North 53 degrees 36 minute 01 seconds West, 81.39 feet; thence South 87 degrees 38 minutes 13 seconds West, 362.10 feet; thence South 02 degrees 21 minutes 47 seconds East, 86.36 feet; thence southwesterly, along the arc of a curve concave southeasterly and having a radius of 290.00 feet, an arc distance of 476.87 feet, said arc being subtended by a chord bearing and distance of South 37 degrees 19 minutes 08 seconds West, 424.93 feet; thence South 09 degrees 47 minutes 21 seconds East, 394.98 feet to the north line of Royal Pines Drive, according to plat thereof recorded in Plat Book 59 pages 27 through 33 of the public records of said county; thence on said north line, run the following 7 courses: 1) North 85 degrees 23 minutes 11 seconds East, 377.55 feet; 2) northeasterly, along the arc of a curve concave northwesterly and having a radius of 960.00 feet, an arc distance of 415.36 feet, said arc being subtended by a chord bearing and distance of North 72 degrees 59 minutes 29 seconds East, 412.12 feet; 3) North 60 degrees 35 minutes 48 seconds East, 265.19 feet; 4) northeasterly, along the arc of a curve concave southeasterly and having a radius of 540.00 feet, an arc distance of 255.98 feet, said arc being subtended by a chord bearing and distance of North 74 degrees 10 minutes 35 seconds East, 253.59 feet; 5) North 87 degrees 49 minutes 35 seconds East, 232.33 feet; 6) North 79 degrees 54 minutes 50 seconds East, 108.97 feet; 7) North 87 degrees 49 minutes 35 seconds East, 99.93 feet to said east line of Lot 1; thence on said east line, North 02 degrees 14 minutes 51 seconds West, 509.30 feet to the point of beginning; being 24.50 acres, more or less, in area.

Parcel "B"

A portion of Lot 2, Armstrong Plat, Clay County, Florida, according to plat thereof recorded in Plat Book 59 pages 34 through 38 of the public records of said county, said parcel being more particularly described as follows:

Begin at the northeast corner of said Lot 2; thence on the south line of Royal Pines Drive according to plat thereof recorded in Plat Book 59, pages 27 through 33 of the public records of said county, run the following 7 courses: 1) South 87 degrees 49 minutes 35 seconds West, 99.66 feet; 2) North 84 degrees 24 minutes 30 seconds West, 111.02 feet; 3) South 87 degrees 49 minutes 35 seconds West, 230.17 feet; 4) southwesterly along the arc of a curve concave southeasterly and having a radius of 460.00 feet, an arc distance of 218.05 feet, said arc being subtended by a chord bearing and distance of South 74 degrees 10 minutes 35 seconds West, 216.02 feet; 5) South 60 degrees 35 minutes 48 seconds West, 265.19 feet; 6) southwesterly along the arc of a curve concave northwesterly and having a radius of 1,040.00 feet, an arc distance of 449.97 feet, said arc being subtended by a chord bearing and distance of South 72 degrees 59 minutes 29 seconds West, 446.47 feet; 7) South 85 degrees 23 minutes 11 seconds West, 89.19 feet; thence South 07 degrees 26 minutes 25 seconds East, 381.81 feet to the north line of Upland Buffer No. 3, as per Official Records Book 2937, page 184 of said public records; thence on the boundaries thereof, run the following 35 courses: 1) North 74 degrees 18 minutes 55 seconds East, 86.30 feet; 2) South 64 degrees 54 minutes 30 seconds East, 11.95 feet; 3) South 15 degrees 41 minutes 05 seconds East, 13.51 feet; 4) South 28 degrees 08 minutes 32 seconds West, 10.95 feet; 5) South 67 degrees 27 minutes 53 seconds West, 13.37 feet; 6) South 16 degrees 42 minutes 03 seconds West, 2.70 feet; 7) southeasterly along the arc of a curve concave northeasterly and having a radius of 710.00 feet, an arc distance of 129.66 feet, said arc being subtended by a chord bearing and distance of South 39 degrees 16 minutes 04 seconds East, 129.48 feet; 8) South 44 degrees 29 minutes 57 seconds East, 33.36 feet; 9) southeasterly along the arc of a curve concave southwesterly and having a radius of 640.00 feet, an arc distance of 174.04 feet, said arc being subtended by a chord bearing and distance of South 36 degrees 42 minutes 31 seconds East, 173.51 feet; 10) South 49 degrees 01 minutes 59 seconds East, 33.04 feet; 11) South 15 degrees 03 minutes 28 seconds East, 56.81 feet; 12) South 32 degrees 03 minutes 24 seconds East, 64.97 feet; 13) South 17 degrees 42 minutes 30 seconds East, 27.60 feet; 14) southeasterly along the arc of a curve concave northeasterly and having a radius of 1,055.00 feet, an arc distance of 150.14 feet, said arc being subtended by a chord bearing and distance of South 33 degrees 09 minutes 01 seconds East, 150.01 feet; 15) South 76 degrees 06 minutes 51 seconds East, 23.87 feet; 16) North 89 degrees 21 minutes 44 seconds East, 47.98 feet; 17) South 58 degrees 19 minutes 30 seconds East, 58.99 feet; 18) South 55 degrees 01 minutes 32 seconds East, 38.19 feet; 19) South 76 degrees 30 minutes 46 seconds East, 42.61 feet; 20) South 76 degrees 55 minutes 47 seconds East, 60.65 feet; 21) South 45 degrees 35 minutes 34 seconds East, 109.11 feet; 22) southeasterly, along the arc of a curve concave southwesterly and having a radius of 175.00 feet, and arc distance of 40.67 feet, said arc being subtended by a chord bearing and distance of South 38 degrees 57 minutes 53 seconds East, 40.58 feet; 23) South 13 degrees 51 minutes 33 seconds East, 62.93 feet; 24) South 01 degrees 01 minutes 13 seconds East, 2.99 feet; 25) South 13 degrees 16 minutes 05 seconds West, 71.73 feet; 26) South 65 degrees 02 minutes 43 seconds West, 4.41 feet; 27) South 80 degrees 12 minutes 08 seconds West, 87.51 feet; 28) South 87 degrees 58 minutes 33 seconds West, 61.91 feet; 29) North 84 degrees 39 minutes 04 seconds West, 79.56 feet; 30) North 82 degrees 17 minutes 36 seconds West, 65.84 feet; 31) South 88 degrees 28 minutes 44 seconds West, 63.57 feet; 32) South 45 degrees 08 minutes 39 seconds West, 57.44 feet; 33) South 45 degrees 02 minutes 15 seconds West, 41.12 feet; 34) South 21 degrees 46 minutes 07 seconds West, 83.30 feet; 35) South 12 degrees 48 minutes 36 seconds East, 38.35 feet to the south line

of said Lot 2; thence on said south line, North 88 degrees 58 minutes 49 seconds East, 1211.38 feet; thence North 32 degrees 34 minutes 03 seconds West, 97.29 feet; thence North 49 degrees 52 minutes 06 seconds East, 21.02 feet; thence North 24 degrees 51 minutes 43 seconds East, 38.67 feet; thence North 21 degrees 57 minutes 24 seconds East, 50.59 feet to the south line of Upland Buffer No. 1 as per Official Records Book 2937, page 184 of said public records; thence on the boundaries thereof, run the following 41 courses: 1) North 68 degrees 01 minute 06 seconds West, 14.94 feet; 2) North 21 degrees 57 minutes 22 seconds East, 44.09 feet; 3) North 26 degrees 54 minutes 26 seconds East, 75.06 feet; 4) North 26 degrees 17 minutes 55 seconds East, 80.98 feet; 5) North 20 degrees 16 minutes 18 seconds East, 16.17 feet; 6) North 21 degrees 21 minutes 43 seconds West, 70.52 feet; 7) North 26 degrees 51 minutes 08 seconds West, 44.31 feet; 8) North 55 degrees 32 minutes 15 seconds West, 57.54 feet; 9) South 69 degrees 47 minutes 24 seconds West, 38.54 feet; 10) North 69 degrees 17 minutes 51 seconds West, 97.25 feet; 11) South 85 degrees 14 minutes 35 seconds West, 74.89 feet; 12) South 85 degrees 14 minutes 35 seconds West, 122.59 feet; 13) South 62 degrees 33 minutes 09 seconds West, 73.37 feet; 14) South 79 degrees 19 minutes 39 seconds West, 133.11 feet; 15) South 78 degrees 02 minutes 51 seconds West, 54.33 feet; 16) South 60 degrees 12 minutes 49 seconds West, 20.95 feet; 17) South 85 degrees 54 minutes 26 seconds West, 30.98 feet; 18) North 63 degrees 20 minutes 02 seconds West, 22.00 feet; 19) North 63 degrees 24 minutes 01 seconds West, 60.46 feet; 20) North 45 degrees 35 minutes 34 seconds West, 9.54 feet; 21) North 02 degrees 09 minutes 34 seconds East, 17.17 feet; 22) North 20 degrees 50 minutes 35 seconds West, 68.84 feet; 23) North 19 degrees 35 minutes 27 seconds West, 43.72 feet; 24) North 10 degrees 37 minutes 12 seconds West, 59.62 feet; 25) thence North 06 degrees 08 minutes 05 seconds West, 56.57 feet; 26) North 22 degrees 01 minutes 58 seconds East, 33.52 feet; 27) northeasterly along the arc of a curve concave southeasterly and having a radius of 315.00 feet, an arc distance of 122.12 feet, said arc being subtended by a chord bearing and distance of North 33 degrees 08 minutes 20 seconds East, 121.36 feet; 28) North 52 degrees 50 minutes 04 seconds East, 16.18 feet; 29) North 55 degrees 15 minutes 12 seconds East, 45.88 feet; 30) North 64 degrees 28 minutes 21 seconds East, 54.73 feet; 31) North 63 degrees 17 minutes 49 seconds East, 37.28 feet; 32) North 51 degrees 40 minutes 47 seconds East, 28.96 feet; 33) North 65 degrees 50 minutes 11 seconds East, 53.85 feet; 34) North 79 degrees 32 minutes 09 seconds East, 32.66 feet; 35) North 73 degrees 45 minutes 29 seconds East, 57.66 feet; 36) North 65 degrees 08 minutes 03 seconds East, 36.47 feet; 37) North 71 degrees 59 minutes 57 seconds East, 48.00 feet; 38) North 76 degrees 48 minutes 36 seconds East, 50.02 feet; 39) South 86 degrees 31 minutes 33 seconds East, 30.74 feet; 40) North 86 degrees 57 minutes 14 seconds East, 40.82 feet; 42) South 76 degrees 32 minutes 34 seconds East, 10.58 feet to the east line of said Lot 2; thence on said east line, North 02 degrees 13 minutes 02 seconds West, 726.66 feet to the point of beginning; being 37.78 acres, more or less, in area.

NINTH ORDER OF BUSINESS

RESOLUTION 2018-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2017A AND SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2017B; RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2017A AND SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2017B; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Armstrong Community Development District ("District"), is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including its Special Assessment Revenue Bonds, Series 2017A, in the par amount of $4,035,000, and Special Assessment Revenue Bonds, Series 2017B, in the par amount of $2,890,000 (together, "Series 2017 Bonds"); and

WHEREAS, the District closed on the sale of the Series 2017 Bonds on September 28, 2017; and

WHEREAS, as prerequisites to the issuance of the Series 2017 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents ("Closing Documents"); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in connection with closing the sale of the Series 2017 Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The sale, issuance, and closing of the Series 2017 Bonds is in the best interests of the District.

SECTION 2. The issuance and sale of the Series 2017 Bonds, the adoption of resolutions relating to such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

SECTION 3. The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2017 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2017 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 6th day of December, 2017.

ATTEST:

ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary

_____
Chairperson, Board of Supervisors

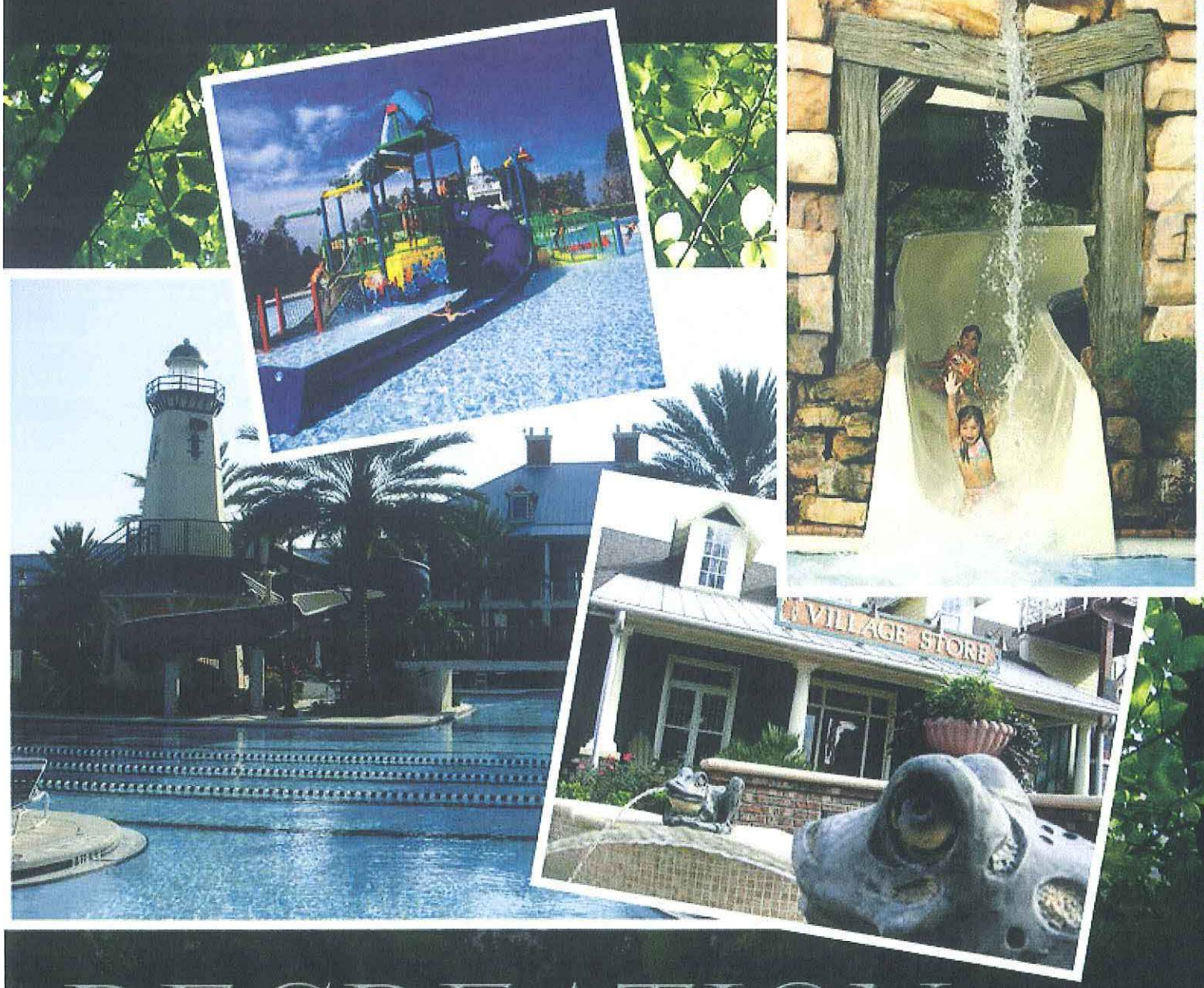
TENTH ORDER OF BUSINESS

Request for Qualifications

For Architectural Services

Armstrong Community Development District

Clay County, Florida



RECREATION DESIGN

Presented by

Basham & Lucas Design Group, Inc.

BASHAM & LUCAS DESIGN GROUP, INC.
PLANNING
ARCHITECTURE
LANDSCAPE ARCHITECTURE
GRAPHICS

Qualifications For:
Armstrong Community Development District
Architectural Services

November 9, 2017

To: Jim Perry
Governmental Management Services, LLC,
475 West Town Place Suite 114
St. Augustine, Florida 32093

Dear Mr. Perry

We are honored to have the opportunity to offer our creative design talent and complete architectural & engineering design services for your project.

Basham & Lucas Design Group was established in October 1998 and offers architecture, land planning, landscape and signage design. We specialize in the architectural theme development of resorts, master planned communities, town centers, golf clubs, sporting facilities, themed restaurants, specialty commercial, active adult communities, multi-family and corporate offices. Because we have a tremendous understanding of the big picture, we can help you decide what to build and how it should be designed not only to provide beautiful aesthetics, but also to enable you to realize the maximum potential of your investment.

We feel that our strongest talent is our imagination and the strong desire to create something new and exciting for every project. We constantly push the envelope of excitement while respecting budget parameters. Our architectural department has a tremendous reputation of understanding economical sound quality design while incorporating maintenance free durable materials throughout the project. We pride ourselves in working with Duval County governmental agencies and expediting the building permit process. Our current workload would permit for us to provide your requested scope of services.

We look forward to working with you and your team. Please call if you have any questions or comments.

Sincerely,

Paul M. Basham, President

7645 GATE PARKWAY, SUITE 201 • JACKSONVILLE, FLORIDA 32256
904.731.2323 • AA26000586 | LC26000508
BASHAMLUCAS.COM
PAUL M. BASHAM - PRESIDENT
MICHAEL T. LUCAS, AIA - EXECUTIVE VICE PRESIDENT

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

Armstrong Community Development District — Clay County, FLorida

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Paul Basham — President

5. NAME OF FIRM

Basham & Lucas Design Group, Inc.

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
904-731-2323		paul@bashamlucas.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check) PRIME	JV PARTNER	SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	X			Basham & Lucas Design Group, Inc. ☒ CHECK IF BRANCH OFFICE	7645 Gate Pkwy, #201 Jacksonville, FL 32256	Designer/Architect
b.			X	Shaffer Engineering, Inc. ☒ CHECK IF BRANCH OFFICE	12058 San Jose Blvd #502 Jacksonville, FL 32223	Electrical Engineer
c.			X	Lowe Structures, Inc. ☒ CHECK IF BRANCH OFFICE	11651 Central Pkwy #106 Jacksonville, FL 32224	Structural Engineer
d.			X	Gregory Engineering, Inc. ☒ CHECK IF BRANCH OFFICE	4567 Deep River Place Jacksonville, FL 32224	MEP Engineer
e.			X	WET Engineering, Inc. ☒ CHECK IF BRANCH OFFICE	4337 Pablo Oaks Court #201 Jacksonville, FL 32224	Aquatic Engineer
f.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☐ *(Attached)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
PLEASE SEE ATTACHED			

15. FIRM NAME AND LOCATION *(City and State)*

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
PLEASE SEE ATTACHED		

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

e.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER	

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
PLEASE SEE ATTACHED		

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
		904-731-2323

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.			
b.			
c.			
d.			
e.			
f.			

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Paul Basham	Designer	X	X	X	X	X	X	X	X	X	X
Michael Lucas	Architect	X	X	X	X	X	X	X	X	X	X
Matt Lowe	Structural Engineer	X		X	X	X	X	X	X	X	X
Mike Gregory	MEP Engineer	X		X	X	X	X	X	X	X	X
Bryan Shaffer	Electrical Engineer	X		X	X	X	X	X	X	X	X
Jim LePetrie	Aquatic Engineer					X	X		X	X	

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Eagle Landing	6	Naples Reserve
2	Rolling Hills Recreation Complex	7	Asturia
3	Candler Hills	8	Beacon Lake
4	Long Point Country Club	9	Celestina
5	Artisan Lakes	10	Markland

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE	32. DATE
	11/09/2017

33. NAME AND TITLE

Paul Basham President

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME: Basham & Lucas Design Group, Inc.	3. YEAR ESTABLISHED: 1998
	4. DUNS NUMBER:
2b. STREET: 7645 Gate Pkwy #201	5. OWNERSHIP
2c. CITY: Jacksonville; 2d. STATE: FL; 2e. ZIP CODE: 32256	a. TYPE: Corporated
	b. SMALL BUSINESS STATUS:
6a. POINT OF CONTACT NAME AND TITLE: Paul Basham - President	7. NAME OF FIRM *(If block 2a is a branch office)*
6b. TELEPHONE NUMBER: 904-731-2323; 6c. E-MAIL ADDRESS: paul@bashamlucas.com	
8a. FORMER FIRM NAME(S) *(If any)*	8b. YR. ESTABLISHED / 8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	c. No. of Employees (2) BRANCH
02	Administrative	1	
06	Architect	3	
39	Landscape Architect	3	
	Other Employees	5	
	Total	12	

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	
b. Non-Federal Work	
c. Total Work	

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than $100,000
2. $100,00 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE

b. DATE: 11/09/2017

c. NAME AND TITLE: Paul Basham President

Firm Profile

Our firm was established in October 1998 and specializes in land planning, architecture, landscape and signage design. Specifically our expertise is in the architectural theme development of resorts, master planned communities, retail entertainment complexes, family fun centers, golf clubs, sporting facilities, themed restaurants and specialty commercial. Our unique creative talent provides the benefit of site planning the proposed project in conjunction with natural features, proposed landscape enhancement and ultimately architectural building design. This cohesion of design reflects a unified project incorporating the major elements of development, i.e., designs that complement each discipline; designs that can be constructed within your projected budget; and a final project that provides a profitable bottom line.

We have assembled a tremendous team of talented design professionals with a combined 48 years of experience in this field. Our vast experience in themed multi-use development is the prominent reason we feel optimistic about our abilities to provide a dynamic creative design for your project. We have a thorough understanding of recreation facilities, food and beverage, aquatics, tennis and fitness services. Our firm employs only twelve people and we focus 100% of our efforts on our client's needs. Our repeat work with existing clients accounts for 90% of our workload. This guarantees the firms' principals are always involved with each project. Our diversity in project design is evident in our past and current projects and the following list outlines our past and current similar projects.

Basham & Lucas Design Group is not a certified minority business enterprise. Our current workload totals about 28 projects in various stages of design and construction documents. We project optimistically that our workload will continue around the same total as projects end and new projects begin. We methodically schedule our projects so that completion schedules are met and take great pride in the quality of our work. We have not worked for the Armstrong Community Development District in the past.

RECREATIONAL CLUB EXPERIENCE SINCE 1998

FLORIDA
Amelia View, Jacksonville
Amelia Walk, Jacksonville
Bartram Springs, Jacksonville
Coastal Oaks, Jacksonville
Connerton, Tampa
Cypress Trace, Jacksonville
Durbin Crossing, Jacksonville
Eagle Harbor, Fleming Isl. (CDD Clay County)
Eagle Landing, Orange Park (CDD Clay County)
Hampton Park, Jacksonville
Harbour Isles, Tampa
Julington Creek, Jacksonville
Kernan Forest, Jacksonville
Lake Ridge, Fleming Isl. (CDD Clay County)
Long Point Country Club, Amelia Is.
Madeira, St. Augustine
Marsh Harbour, Jacksonville
MiraBay, Tampa
Mira Vista, Jacksonville
Murabella, St. Augustine
North Hampton, Fernandina
Oakmont, Gainesville
Pablo Bay, Jacksonville
Rivercrest, Tampa
Riverwood at Nocatee, Jacksonville
Rolling Hills, Lake Asbury (CDD Clay County)
Royal Amelia Golf Club, Amelia Is.
Sawmill, Palm Coast
Stonehurst, Jacksonville
Summer Glen, Ocala
Sweetwater, Jacksonville
Triple Creek, Tampa
Tuscany Beach Club, Palm Coast
Villages of Westport, Jacksonville
Vista Lakes, Orlando
Watermill, Jacksonville
West Park Village, Tampa
Winston Family YMCA, Ponte Vedra Beach FL
World Golf Village, St. Augustine

Denotes CDD

GEORGIA
Osprey Cove, St. Mary's
Savannah Quarters, Savannah
Tributary, Atlanta
Winding River, St. Mary's
Currahee Club, Toccoa

LOUISIANA
Maison du Lac, Mandeville
Nor Du Lac. Covington

NORTH CAROLINA
Amberly, Raleigh
Kinnakeet Shores, Avon
South Mountain, Asheville
Stonegate, Raleigh
TPC @ Wakefield Plantation, Raleigh
Chapel Cove, Charolette

SOUTH CAROLINA
Barefoot Resort & Golf, Myrtle Beach
Myrtle Beach National, Myrtle Beach
Tanner Plantation, Hanahan

TENNESSEE
Westhaven, Nashville

VIRGINIA
Eagle Harbor, Norfolk
Founders Pointe, Norfolk
Liberty Ridge, Williamsburg
Patriots Landing, Richmond
Riverfront, Hampton Roads

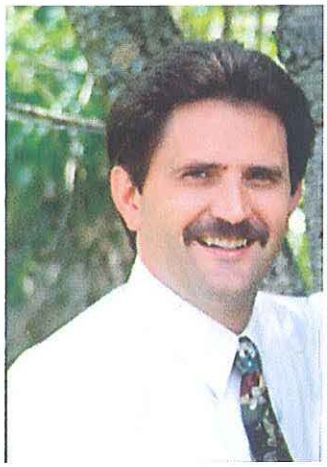
WEST VIRGINIA
New River Gorge, Fayetteville

UNITED ARAB EMIRATES
Victory Heights, Dubai

US VIRGIN ISLANDS
Seven Hills Resort & Beach Club .St. Croix

Paul M. Basham, President
Basham & Lucas Design Group, Inc.
Mr. Basham will be primary point of contact, Principal in charge, Project Designer and will oversee the project throughout completion. After attending the University of Florida College of Architecture in 1983, Paul began as an apprentice at a leading architectural firm in Jacksonville. He started the company in 1998 after 16 years of service as Senior Vice President of this previous firm. As one of the lead designers and project managers, he worked on all types of architectural projects ranging from mid-rise condominiums, commercial retail, office, car dealerships, with a major emphasis on amenity areas and sporting facilities. He has accrued a vast knowledge of construction assemblies, cost efficient design and creative talent to produce unique design. He is active member in Urban Land Institute, A.I.A. and the NAHB 50+ Housing council

- Eagle Harbor Waterfront Aquatics Complex, Orange Park, FL; East West Partners
- Windsong Recreation Complex and Community Theme Development - Winter Park, FL; East West Partners of Jacksonville
- Vista Lakes Recreation Complex and Community Theme Development, Orlando FL; Terrabrook
- Eagle Landing Recreation Complex, Orange Park, FL East West Partners
- Sweetwater Main Entrance & Amenity Complex, Jacksonville, FL, Pulte Homes
- Julington Creek Aquatic Facility , St. Johns County, FL; Julington Creek CDD
- Madeira (The Ponce Resort), Main Entrance, Recreation Complex, St. Augustine, FL; Stokes & Company
- Amberly Recreation Complex, Raleigh, NC; GS Carolina/Sandler at Amberly
- Patriot's Landing Recreation Complex & Community Theme Development-Richmond, Virginia; East West Partners of Virginia



Michael T. Lucas, AIA Executive Vice President
Basham & Lucas Design Group, Inc.
Mr. Lucas will be the Architect of record for the project, Principal to supervise all construction documents, Project Manager and will oversee project throughout completion. Michael graduated from the University of Kentucky in 1983 with a Bachelors Degree in Architecture. Michael joined the firm as a partner in 1999 with over 16 years experience in retail, restaurant and commercial construction. He currently holds licenses in Florida, Kentucky, Georgia, North and South Carolina and Virginia. He is a member in good standing of NCARB and the local, state and national chapters of American Institute of Architects. With the firm specializing in the development of themed architectural resorts, master planned communities, and entertainment complexes Michael's responsibilities with the firm include overseeing construction document production, construction administration, project closeout, as well as client meetings to discuss design parameters vs. building code restrictions.

- World Golf Village Recreation Complex Design - St. Augustine, Florida; Davidson Development
- Family Fun Center Entertainment Complex, St. Augustine, FL
- TPC Wakefield Golf Club & Amenity Design - Raleigh, North Carolina; PGA Tour Construction
- Vista Lakes Recreation Complex and Community Theme Development, Orlando FL; Terrabrook
- Hampton Park Recreation Complex & Community Theme Development - Jacksonville, FL; The Landmar Group
- Bartram Springs Recreation Complex, Entry Feature & Community Theme, Jacksonville, FL; Southstar Development
- MiraBay Recreation Complex and Community Theme Development-Terrabrook, Tampa
- Harbour Isles, Entrance & Recreation Complex Design, Tampa, FL; Southstar
- Julington Creek Aquatic Facility , St. Johns County, FL; Julington Creek CDD

Shaffer Engineering Group, LLC

J. BRYAN SHAFFER, P.E. , LEED AP

PRESIDENT, ELECTRICAL ENGINEER

EDUCATION AND PROFESSIONAL REGISTRATION

University of North Florida, Bachelor of Science,
Electrical Engineering, 1997
Professional registrations: Florida, Georgia, North Carolina, Maryland, Wyoming

PROJECT ROLE

Principal Electrical Engineer

EXPERIENCE

Electrical Design Engineer: designing electrical systems for Amenity Facilities, Sports Facilities, Health Care Facilities, Nursing Homes, Schools Projects, Distribution Facilities, Cold Storage Facilities, Restaurants, Retail aand Office Buildings. Experience includes primary and secondary wiring, lighting systems, communication systems, security systems, refrigeration power design, and emergency power generating systems.

Responsibilities include field studies, electrical systems design, specification writing, and construction supervision for electrical work. Utilization of various computer software to conduct lighting level analysis for indoor and outdoor lighting, short circuit analysis, voltage drop calculation and electrical circuit protection coordination studies. The following partial project list demonstrates the experience and knowledge needed to ensure the successful completion of many types of projects:

Representative Projects

Curahee Amenity Center	Atlanta, GA
Glen St. John Amenity Center	St. Johns, FL
St. Johns Golf and Country Club Fitness Addition	St. Johns, FL
Rivertown Development Amenity/Sports	St. Johns, FL
Tuscarora Creek Amenity Center	Fredrick, MD
Renovation of Cypress Village Nursing Home	Jacksonville, FL
Cecil Field Aquatic/Equestrian Center	Jacksonville, FL
The Bolles School – Exterior Campus Lighting	Jacksonville, FL
Long Point Golf Clubhouse Renovation	Amelia Island, FL

Shaffer Engineering Group, LLC

PROFESSIONAL AFFILIATIONS

- Institute of Electrical and Electronic Engineers
- Illuminating Engineering Society

LOWE
STRUCTURES INC.

RESUME

J. Matthew Lowe, P. E.

Qualifications: Experienced in the design of commercial, industrial, educational, religious, residential, and environmental structures. Experienced in the design of structural systems of structural steel, reinforced concrete, prestressed and post-tensioned concrete, aluminum, masonry, and wood.

Education: BS in Civil Engineering, University of Memphis

Registration: Registered Professional Engineer in the States of Florida, Tennessee, Georgia, Mississippi, Alabama, Kentucky, Arkansas, North Carolina, Virginia, Ohio, Washington, and California.

Societies: North Florida Structural Engineers Association, American Institute of Steel Construction, and ACE Mentor Program.

Employer: Lowe Structures, Inc.
President - Structural Engineer

REPRESENTATIVE PROJECTS:

Water/Wastewater:

- Franklin Wastewater Treatment Facility; Franklin, TN
- Bartlett Water Treatment Facility; Bartlett, TN
- Blytheville Wastewater Treatment Facility; Blytheville, AR
- Fleming Island Wastewater Treatment Facility; Clay County, FL
- Alcoa Water Treatment Facility; Alcoa, TN
- Ridaught Pump Station; Clay County, FL
- Spencer Wastewater Treatment Plan; Clay County, FL
- Spencer Water Treatment Plant; Clay County, FL
- MLG&W Odor Control Improvements; Memphis, TN
- Pigeon Forge Water Treatment Facility; Pigeon Forge, TN
- Cross City Water Treatment Plant Improvements; Cross City, FL
- Beach Haven WWTF; Flagler County, FL
- Crystal River Wastewater Treatment Plant Expansion: Crystal River, FL
- Ridgecrest Water Treatment Plant; Orange Park, FL

14603 Beach Blvd., Suite 2100
Jacksonville, Florida 32250
Ph: 904. 992. 0377
mail@lowestructures.com

- Keystone Heights WWTF; Keystone Heights, FL
- Old Jennings Reuse Pump Station; Clay County, FL
- Oakleaf Plantation WTP; Clay County, FL
- Meadowbrook WTP & Reclaimed Pump Station; Clay County, FL

Commercial/Retail:

- Office Buildings: various office buildings from single to multi-storied.
- Churches: Various churches, including classroom and activity centers
- Retail Centers: various shopping centers in the South and Northeast, with tenants and clients that include The Sports Authority, Office Max, Linens & Things, Old Navy, Barnes & Noble, and many others.

Warehouse/Distribution Centers:

- NAPA Distribution Center; Memphis, TN
- USPS Bulkmail Center; Memphis, TN
- Mac Papers Facility; Memphis, TN
- Cain & Bultman Warehouse Addition; Jacksonville, FL
- Nike Distribution Center; Memphis, TN
- Magic Transport Warehouse; Jacksonville, FL

Renovations:

- Tampa General Hospital Renovation; Tampa, FL
- VA Hospital Renovations; Nashville, TN & Memphis, TN
- St. Jude Children's Research Hospital Renovations; Memphis, TN
- University Center; Jacksonville, FL
- Florida Cosmetology College; Jacksonville, FL

Medical/Laboratory:

- Shands Eastside Clinic; Jacksonville, FL
- Harris Surgical Center; Ponte Vedra Beach, FL
- Azari Dental Facility; Jacksonville, FL
- Translational Trials Unit; St. Jude Children's Research Hospital; Memphis,TN
- Telerhythmics Medical Office; Collierville, TN
- Kennerly Medical Office Building; Jacksonville, FL

Industrial/Utility:

- Ideal Chemical ; Memphis, TN
- Con Agra Foods; Memphis, TN
- Great Dane Trailers; Memphis, TN
- Block Drug Company; Memphis, TN & Puerto Rico
- Birmingham Steel; Memphis, TN
- Nucor Steel; Blytheville, AR
- The Crompton Corporation; Memphis, TN
- Sherman Williams Tank Farm; Olive Branch, MS
- Dupuy Silo Facility; Jacksonville, FL

Themed Retail:

- Northwest Passage Exhibit, Memphis Zoo; Memphis, TN
- Panda Exhibit, Memphis Zoo; Memphis, TN
- Tupelo Commons; Tupelo, MS
- The Spa at Ritz Carlton; Amelia Island, FL

Government:

- FCCJ Campus at Cecil Field
- Jacksonville Fire Stations 57, 31, 21, 35, 5, 32, & 59
- St. Johns County Fire Stations 9, 16, & 50
- Palm Coast Fire Stations 25, 21, & 24
- St. Johns County Emergency Operations Center
- Naval S-9 Vehicle Maintenance Facility; Millington, TN
- Tennessee Bureau of Investigations Building; Memphis, TN
- Various US Postal Service offices; Shelby & Tipton County, TN

Aquatics:

- Adventure Island at Adventureland Park; Altoona, Iowa
- Nocatee Aquatics Center; Nocatee, FL
- Splash Island at Wild Adventures; Valdosta, GA
- Splash Island at Cypress Gardens; Winter Haven, FL
- Sam's Fun City; Pensacola, FL
- H2Oasis Indoor Waterpark; Anchorage, AK
- Disney's Tree House; Orlando, FL
- Marriott Vacation Club; Orange County, FL
- Plantation Oaks Pool Expansion; Clay County, FL
- Hannah Park Water Feature; Atlantic Beach, FL
- Diver's Supply Pool; Jacksonville, FL
- Beach Bend Slide; Bowling Green, KY
- Oakleaf Fitness Center; Clay County, FL
- Disney's Saratoga Springs Pool; Orlando, FL

Gregory Engineering, Inc.
Innovative design solutions for engineered building systems

: (904) 714-5188
: gregorydesign@bellsouth.net

4567 Deep River Place
Jacksonville, FL 32224

W. Michael Gregory, PE

Qualifications: I am experienced in the design of a variety of mechanical, plumbing and fire protection systems for multi-family residential, commercial, institutional, industrial and governmental projects. I have been recognized by the Association of Energy Engineers as a Certified Indoor Air Quality Professional.

Education: Bachelor of Science in Mechanical Engineering
College of Engineering, University of Florida, Gainesville, FL

Registration: Registered Professional Engineer in FL, GA, AL, CA, IL, KY, LA, MD, NC, PA, SC, TN, TX, VA.
Florida PE No. 46607

REPRESENTATIVE RESIDENTIAL/AMENITY PROJECTS:

- Triple Creek Clubhouse & Amenity Center, Tampa, FL
- Glen St. Johns Clubhouse & Amenity Center, St. Johns County, FL
- Tuscarora Clubhouse & Amenity Center, Frederick, MD
- Hacienda Phase II Apartments and Clubhouse, Jacksonville, FL
- Evander Square Apartments and Clubhouse, Jacksonville, FL
- Curahee Clubhouse & Amenity Center, Toccoa, GA
- Cabana Club Apartments and Clubhouse, Jacksonville, FL
- Johns Creek Amenity Center, Phase II, St. Johns County, FL
- Long Point Golf Clubhouse Renovation & Addition, Amelia Island, FL
- Long Point Pro Shop Renovation & Addition, Amelia Island, FL
- St. Johns Golf & Country Club Fitness Center Addition, St. Johns County, FL
- Hunter's Ridge Clubhouse Renovation, Jacksonville, FL
- Woodhollow Clubhouse Renovation, Jacksonville, FL
- Greenleaf Park @ Nocatee Clubhouse & Amenity Center, St. Johns County, FL
- Westminster Woods Clubhouse, Jacksonville, FL
- Ocean Club Clubhouse Renovations, Ameila Island, FL
- Ocean 14 Condominium Amenity Center Renovation, Jacksonville Beach, FL
- Villages of Westport Residents Club & Amenity Center, Jacksonville, FL
- Old San Jose on the River, Jacksonville, FL
- Dunes Club Villas, Amelia Island, FL
- Reserve @ Pointe Meadows, Jacksonville, FL
- Reserve @ James Island, Jacksonville, FL
- Sea Chase at Summer Beach, Amelia Island, FL
- Piper Dunes, Amelia Island, FL
- Seaside Retreat, Amelia Island, FL
- Residences @ Edgewater, Hilton Head, SC

James E. LePetrie, P.E.

Principal, WET Engineering Inc.

Years of Experience
17 Total
6 With Firm

Professional Experience

North Beach Engineering, Inc.
Jacksonville, Florida
Project Manager
(1997 – 2005)

Dyer, Riddle, Mills & Precourt, Inc.
Jacksonville, Florida
Senior Project Manager
(2005 – 2008)

WET Engineering Inc.
Jacksonville, Florida
Principal, Co-Owner
(2009 – Present)

Education

Master's in Engineering in Environmental Engineering, University of Florida, 1997

Bachelor's of Science in Environmental Engineering, University of Florida, 1995

Bachelor's of Science in Ornamental Horticulture, University of Florida, 1990

Professional Affiliations

Florida Swimming Pool Association

United Pool and Spa Association

World Waterpark Association

Int'l Association of Amusement Parks and Attractions

Water Environment Federation

State of Florida Public Swimming & Bathing Facilities Advisory Review Board

James E. LePetrie, P.E. is a principal for WET Engineering, which is headquartered in Jacksonville, Florida. He is responsible for management of a wide variety of projects in the aquatics engineering discipline. In addition to project oversight, he is involved with the design, permitting, and construction administration phases as well as with quality assurance/quality control and business development for the firm.

Mr. LePetrie's experience with aquatics engineering includes small commercial pool and fountain projects through larger competition pools and aquatic amenity centers to management of comprehensive waterpark projects including site civil design, hydraulic and water treatment system design, permitting, and construction administration.

Project Experience

Nocatee Splash Waterpark Phase 2, Ponte Vedra, Florida: The second phase of this waterpark at one of the fastest-growing communities in the U.S. consisted of a 4,200 sf multipurpose Family Pool, 1,400 sf Sprayground, and 4,500 sf Jr. Olympic-sized Competition Pool. The Family Pool included a zero-entry, crossing activity, basketball goal and volleyball game. The Sprayground included a series of water features with a slide and two sprayers constructed to look like giant plumbing fixtures. The Competition Pool included a stainless steel perimeter overflow gutter system with wave-absorbing design to promote faster times. All treatment systems employed vertical sand filtration with liquid hypochlorite for filtration. The recirculation and feature pumps were driven by variable frequency drives to enhance energy savings. Mr. LePetrie coordinated with the landscape architects, park management, vendors, and the Department of Health during the design and construction phases of the project.

Adventure Bay at Adventureland Park, Altoona, Iowa: Design engineer responsible for design and permitting for new waterpark constructed at an established amusement park. Waterpark components included 25,000 sf wave pool, 7,000 sf kids pool with various water features, 1,500 ft. slow river, 6,000 sf pool with swim-up bar, splash pools for two ProSlide slide complexes, 8,100 sf zero-depth spraypad with Whitewater West Rain Fortress play structure and separate 1,900 sf interactive water feature. Coordinated structural, electrical, and architectural design for the buildings associated with the project including swim-up bar, restrooms, and mechanical and concession buildings. Provided site design including geometry, grading and drainage, and utilities and oversaw state and local permitting.

The Beach Waterpark, Mason, Ohio: Provided design and permitting services for the new ownership of this existing waterpark. Many of the components of the park were modified and refurbished for the reopening of the park. The floors of two activity pools were raised, with one converted to a shallow zero-entry wading pool with new water features and the second to a multipurpose pool with slides and water basketball. Another existing kiddy pool was demolished and replaced with a new 3,200 sf wet deck with new 1,300 gpm water play structure. Other improvements included renovation and re-routing of existing concrete and fiberglass waterslides. Mr. LePetrie handled redesign of mechanical systems, coordination of structural engineering, and permitting with the local Department of Health.

Florida School for the Deaf & Blind, St. Augustine, FL: Assisted with a major modification to the existing natatorium for FSDB. The pool was a 6-lane, 25-yard competition pool also used for other programs including water aerobics and swim lessons. The facility was plagued with an outdated HVAC system that caused difficulty in controlling temperature and humidity levels in the natatorium as well as buildup of chloramines and subsequent poor water quality. New equipment consisted of high rate sand filtration, electrolytic chlorine generation ('salt system'), and supplemental UV for disinfection and chloramine control. Worked closely with the project architect and HVAC engineers throughout the design process.

Estancia at Wiregrass Amenity Center, Wesley Chapel, Florida: Provided design and permitting for a 7,300 sf high-end amenity center pool. The pool included a zero entry with water features, large fiberglass waterslide, and Jr. Olympic-sized Competition Pool connected to the main pool. Worked with the project landscape architects on development of the pool's concept design. Handled mechanical and lighting design for the pool and coordinated structural design. Equipment consisted of vertical sand filtration and liquid hypochlorite for disinfection. Also provided design for a large roundabout fountain associated with the development. The fountain measured over 120 feet in diameter with a large grassed island in the center. Equipment was housed in a subterranean fiberglass vault located adjacent to the fountain.

Virginia Graeme Baker Act Compliance, City of Jacksonville, Florida: Assisted the City of Jacksonville with compliance with the Virginia Graeme Baker Pool and Spa Safety Act for all of its 33 swimming pools and sprayparks. A certification was provided in conjunction with replacement of the main drain outlet covers for each pool. Assisted the City's contractor with design solutions specific to each pool. Design was based on field data collected by the contractor that included main drain sump dimensions and pipe sizes and locations. A file review was performed at the Duval County Health Department for each pool where original construction data was collected from archived design drawings.

Palencia Fitness Center Competition Pool, St. Augustine, Florida: Project consisted of a 4,600 sf Jr. Olympic-sized competition pool with six lap lanes. Coordinated with the project team in design of the deck area as well as assisting the project architects with design of the associated mechanical building. Put together a complete set of construction plans that included site plan, piping plans, treatment system schematics, equipment specifications, and notes and other information required for permitting. Provided permitting package including plans, application forms, calculations set and other associated materials for permitting through FDOH.

Girl Scouts of Gateway Council North Fork Ranch Pool, Middleburg, Florida: Project consisted of a 5,000 sf multipurpose swimming pool comprised of a Jr. Olympic-sized competition pool with six lap lanes; 1,000 sf plunge pool area for a future poolside slide; and a 720 sf zero entry area with handicapped ramp into the pool. Coordinated with aquatics equipment manufacturer and pool contractor during the design process. The treatment system was designed to be environmentally friendly and included an electrolytic generation system ("salt system"), variable frequency drive on the recirculation pump motor, and a vacuum sand filter housed in a stainless steel collector tank that will use less backwash water than conventional filtration systems.

Cliff's Amusement Park WaterMania!, Albuquerque, New Mexico: Responsible for mechanical design of two new water features at this existing amusement park. Mega Water Monkeys is a huge water play structure featuring 4,400 gpm of water flow over a 8,000 sf wet deck. Li'l Squirts is a smaller interactive feature designed for younger children. Design services included complete piping and water treatment system design for both attractions and assistance with the design team for site civil engineering and architectural design for the associated treatment equipment building.

Sam's Surf City at Sam's Fun City, Pensacola, Florida: Designed pools and treatment systems for new waterpark at this existing family entertainment center. Waterpark elements included a 600 foot slow river, two kiddy activity pools 1,300 and 3,900 square feet in area, and 1,900 square foot splash pool for new slide complex. Additional phases included a 10,000 square foot junior activity pool with multiple play features and play structure and family raft slide and splash pool.

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

A. EXAMPLE PROJECT KEY NUMBER: 1

B. TITLE AND LOCATION (*City and State* : Eagle Landing, Orange Park, FL

C. YEAR COMPLETED - PROFESSIONAL SERVICES: 2006

D. YEAR COMPLETED - CONSTRUCTION *(If applicable)*: 2007

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER: South Village Community Development District

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: Roger Arrowsmith

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: 904-269-4000

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*:
BLDG's role included master planning and architecture, landscape and sign design of this CDD project. As project Architect our scope of services included Welcome Center, Resident's Club, Golf Club House, tree house, play grounds, miniature golf course, boat house and docks, bridge, Olympic pool, fun pool with a slide tower and zero entry, wading pool, multi-purpose play field, athletic club house with indoor basket ball courts, outdoor tennis courts, party pavilion, restrooms, maintenance and storage building. Project size: 7 acres. Project Budget: $23,000,000.

25. FIRMS FROM SECTION INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
Basham & Lucas Design Group, inc	Jacksonville, FL	Architect and Landscape Architect
McVeigh & Mangum Engineering	Jacksonville, FL	Structural Engineer
North American Aquatic Design	Jacksonville, FL	Pool Engineer
Hadden & Land Engineering	Orange Park, FL	Civil Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

A. EXAMPLE PROJECT KEY NUMBER: 2

B. TITLE AND LOCATION *(City and State)*: Rolling Hills Recreation Complex, Orange Park, FL

C. YEAR COMPLETED - PROFESSIONAL SERVICES: 2008

D. YEAR COMPLETED - CONSTRUCTION *(If applicable)*: 2009

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER: Rolling Hills Community Development District

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: Roger Arrowsmith

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: 904-269-4000

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*:
Scope of services for this CDD project included construction documents for the Resident's club, Super pool with Jr Olympic swim lanes, zero entry and a water slide as well as Interactive water feature pool. Also provided landscape design and planting plans. Construction administration was provided for architecture and landscape installation. Project size: 7.5 acres. Project Budget: $5,000,000

25. FIRMS FROM SECTION INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
Basham & Lucas Design Group, Inc	Jacksonville, FL	Architect & Landscape Architect
McVeigh & Mangum Engineering	Jacksonville, FL	Structural Engineer
North American Aquatic Design	Jacksonville, FL	Pool Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

A. EXAMPLE PROJECT KEY NUMBER: 3

B. TITLE AND LOCATION (*City and State* : Candler Hills, Ocala, FL

C. YEAR COMPLETED - PROFESSIONAL SERVICES: 2015

D. YEAR COMPLETED - CONSTRUCTION *(If applicable)*: 2016

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER: On Top of the World

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: Ken Colen

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: 352-854-0805

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*:
BLDG's role included master planning and architecture, landscape and sign design of this CDD project. As project Architect our scope of services included Welcome Center, Resident's Club, Golf Club House, tree house, play grounds, miniature golf course, boat house and docks, bridge, Olympic pool, fun pool with a slide tower and zero entry, wading pool, multi-purpose play field, athletic club house with indoor basket ball courts, outdoor tennis courts, party pavilion, restrooms, maintenance and storage building.
Project size: 7 acres. Project Budget: $23,000,000.

25. FIRMS FROM SECTION INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
Basham & Lucas Design Group, inc	Jacksonville, FL	Architect and Landscape Architect
Lowe Structures, Inc.	Jacksonville, FL	Structural Engineer
Shaffer Engineering Group, LLC	Jacksonville, FL	Electrical Engineer
Gregory Engineering, Inc.	Jacksonville, FL	Mechanical Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

A. EXAMPLE PROJECT KEY NUMBER: 4

B. TITLE AND LOCATION *(City and State)*: Long Point Country Club, Amelia Island, FL

C. YEAR COMPLETED - PROFESSIONAL SERVICES: 2011

D. YEAR COMPLETED - CONSTRUCTION *(If applicable)*: 2012

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER: Amelia Island Equity Club

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: Ron Kolar

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: 904-607-4323

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*:
As Architects & Planners our scope of work included the renovation and addition to an existing club facility for a total enclosed area of 7,200 s.f.

25. FIRMS FROM SECTION INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
Basham & Lucas Design Group Inc.	Jacksonville, FL	Architect, Landscape Architect
Lowe Structures	Jacksonville, FL	Structural Engineer
Gregory Engineering	Jacksonville, FL	Mech'l Engineer
Shaffer Engineering Group	Jacksonville, Fl	Elect'l Engineering

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

A. EXAMPLE PROJECT KEY NUMBER: 5

B. TITLE AND LOCATION (*City and State* : Artisan Lakes, Nocatee, FL

C. YEAR COMPLETED - PROFESSIONAL SERVICES: 2015

D. YEAR COMPLETED - CONSTRUCTION *(If applicable)*: 2016

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER: Standard Pacific Homes

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: Maurice 'Mo' Rudolph

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: 904-825-3040

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*:
BLDG's role included master planning and architecture, landscape and sign design of this project. As project Architect our scope of services included the main and secondary entry features, Resident's Club, swimming pool, splash park, model home park design, community park design and community signage.
Project Budget: $4,500,000.

25. FIRMS FROM SECTION INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
Basham & Lucas Design Group, inc	Jacksonville, FL	Architect and Landscape Architect
Lowe Structures, Inc.	Jacksonville, FL	Structural Engineer
Shaffer Engineering Group, LLC	Jacksonville, FL	Electrical Engineer
Gregory Engineering, Inc.	Jacksonville, FL	Mechanical Engineer
WET Engineering, Inc.	Jacksonville, FL	Aquatic Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

A. EXAMPLE PROJECT KEY NUMBER: 6

B. TITLE AND LOCATION (*City and State* : Naples Reserve, Naples, FL

C. YEAR COMPLETED - PROFESSIONAL SERVICES: 2015

D. YEAR COMPLETED - CONSTRUCTION *(If applicable)*: 2016

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER: iStar Financial

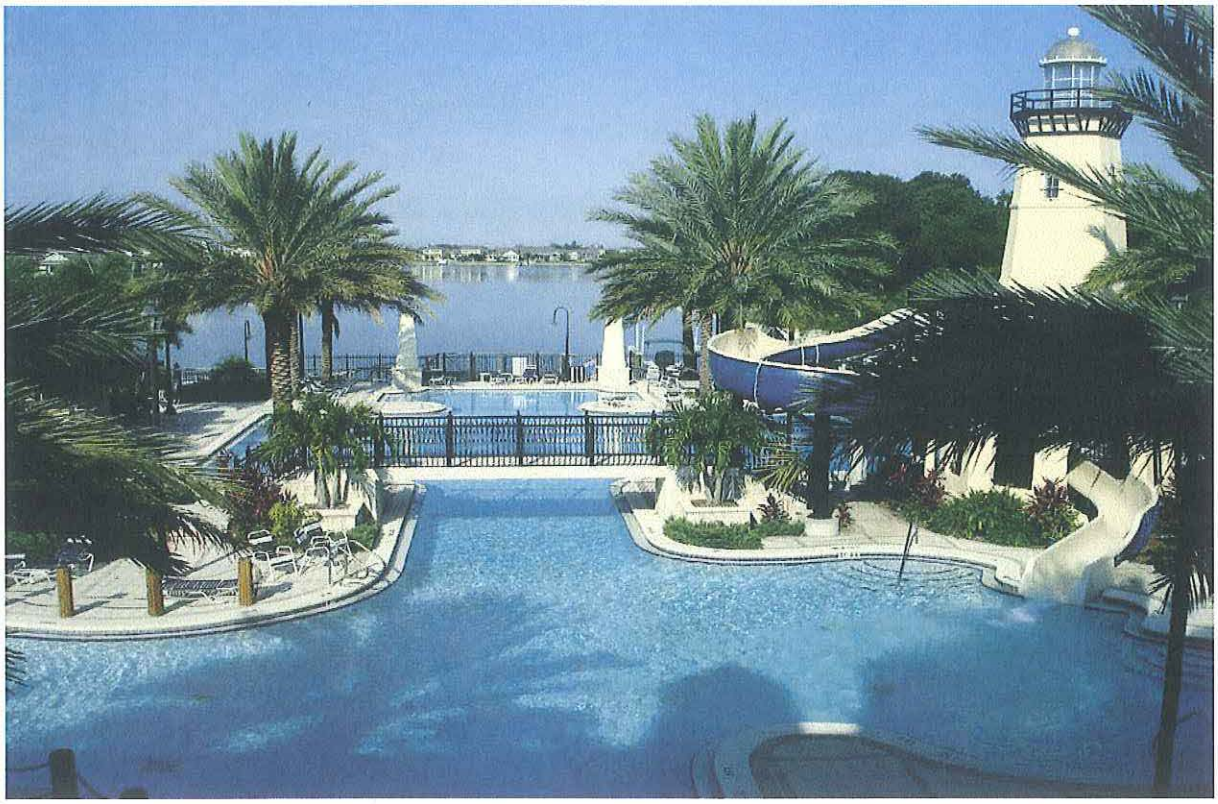
23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: Jim Moyle

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: 239-732-1119

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*:
BLDG's role included master planning and architecture, landscape and sign design of this project. As project Architect our scope of services included the Main Entry Monument, Gatehouse, Welcome Center and Boat House, Fitness Club, Admiral's Club, Resort Pool and community signage.
Project Budget: $4,800,000

25. FIRMS FROM SECTION INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
Basham & Lucas Design Group, inc	Jacksonville, FL	Architect and Landscape Architect
Lowe Structures, Inc.	Jacksonville, FL	Structural Engineer
Shaffer Engineering Group, LLC	Jacksonville, FL	Electrical Engineer
Gregory Engineering, Inc.	Jacksonville, FL	Mechanical Engineer
WET Engineering, Inc.	Jacksonville, FL	Aquatic Engineer



F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

A. EXAMPLE PROJECT KEY NUMBER: 7

B. TITLE AND LOCATION (*City and State* : Asturia, Odessa, FL

C. YEAR COMPLETED - PROFESSIONAL SERVICES: 2015

D. YEAR COMPLETED - CONSTRUCTION *(If applicable)*: 2016

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER: Hines / SR 54 Land Associates

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: Sean Manson

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: 904-599-9037

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*:
BLDG's role included architectural design of this project. As project Architect our scope of services included the Resident's Club.
Project Budget: $2,100,000

25. FIRMS FROM SECTION INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
Basham & Lucas Design Group, inc	Jacksonville, FL	Architect and Landscape Architect
Lowe Structures, Inc.	Jacksonville, FL	Structural Engineer
Shaffer Engineering Group, LLC	Jacksonville, FL	Electrical Engineer
Gregory Engineering, Inc.	Jacksonville, FL	Mechanical Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

A. EXAMPLE PROJECT KEY NUMBER: 8

B. TITLE AND LOCATION (*City and State* : Beacon Lake, St. Johns, FL

C. YEAR COMPLETED - PROFESSIONAL SERVICES: 2017

D. YEAR COMPLETED - CONSTRUCTION *(If applicable)*: 2018

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER: BBX Capital Real Estate

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: Bruce Parker

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: 954-940-4941

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*:
BLDG's role included master planning and architecture, landscape and sign design of this project. As project Architect our scope of services included the Main Entry Monument, Gatehouse, Resident's Club, Jr. Olympic swimming pool, Fun Pool and Splash Park, Community Park Designs, and community signage.
Project Budget: $5,000,000.

25. FIRMS FROM SECTION INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
Basham & Lucas Design Group, inc	Jacksonville, FL	Architect and Landscape Architect
Lowe Structures, Inc.	Jacksonville, FL	Structural Engineer
Shaffer Engineering Group, LLC	Jacksonville, FL	Electrical Engineer
Gregory Engineering, Inc.	Jacksonville, FL	Mechanical Engineer
WET Engineering, Inc.	Jacksonville, FL	Aquatic Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

A. EXAMPLE PROJECT KEY NUMBER: 9

B. TITLE AND LOCATION (*City and State* : Celestina, St. Johns, FL

C. YEAR COMPLETED - PROFESSIONAL SERVICES: 2015

D. YEAR COMPLETED - CONSTRUCTION *(If applicable)*: 2016

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER: Standard Pacific Homes

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: Maurice 'Mo' Rudolph

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: 904-825-3040

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*:
BLDG's role included master planning and architecture, landscape and sign design of this project. As project Architect our scope of services included the Main Entry Monument, Gatehouse, Resident's Club, swimming pool and splash park, multiple Community Park Designs, Waterfront Park Design, Model Home Park Design, Estate Home Entry Monument and community signage.
Project Budget: $8,200,000.

25. FIRMS FROM SECTION INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
Basham & Lucas Design Group, inc	Jacksonville, FL	Architect and Landscape Architect
Lowe Structures, Inc.	Jacksonville, FL	Structural Engineer
Shaffer Engineering Group, LLC	Jacksonville, FL	Electrical Engineer
Gregory Engineering, Inc.	Jacksonville, FL	Mechanical Engineer
WET Engineering, Inc.	Jacksonville, FL	Aquatic Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

A. EXAMPLE PROJECT KEY NUMBER: 10

B. TITLE AND LOCATION (*City and State* : Markland, St. Augustine, FL

C. YEAR COMPLETED - PROFESSIONAL SERVICES: 2015

D. YEAR COMPLETED - CONSTRUCTION *(If applicable)*: 2016

23a. PROJECT OWNER'S INFORMATION - PROJECT OWNER: Hines / Southaven Land Associates

23b. PROJECT OWNER'S INFORMATION - POINT OF CONTACT NAME: Walt O'shey

23c. PROJECT OWNER'S INFORMATION - POINT OF CONTACT TELEPHONE NUMBER: 904-599-9002

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*:
BLDG's role consisted of the architectural design of this project. As project Architect our scope of services included the Resident's Club and Gatehouse.
Project Budget: $1,300,000

25. FIRMS FROM SECTION INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
Basham & Lucas Design Group, inc	Jacksonville, FL	Architect
Lowe Structures, Inc.	Jacksonville, FL	Structural Engineer
Shaffer Engineering Group, LLC	Jacksonville, FL	Electrical Engineer
Gregory Engineering, Inc.	Jacksonville, FL	Mechanical Engineer

ELEVENTH ORDER OF BUSINESS

RESOLUTION 2018-02

WHEREAS, the Board of Supervisors, hereinafter referred to as the "Board", of the Armstrong CDD, hereinafter referred to as "District", adopted a Budget for fiscal year 2017, and

WHEREAS, the Board desires to reallocate funds budgeted to re-appropriate Revenues and Expenses approved during the Fiscal Year.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ARMSTRONG CDD TO THE FOLLOWING:

1. The Debt Service Fund Budget is hereby amended in accordance with Exhibit "A" attached.

2. This resolution shall become effective this 1st day of November, 2017 be reflected in the monthly and fiscal Year End 9/30/17 Financial Statements and Audit Report of the District.

Armstrong CDD

by: _____
Chairman

Attest:

by: _____

ARMSTRONG
COMMUNITY DEVELOPMENT DISTRICT

Budget Amendment - Debt Service Fund
Resolution 2018-02

	ADOPTED BUDGET	PROPOSED INCREASE/ (DECREASE)	AMENDED BUDGET
REVENUES:			
Interest Income	$0	$0	$0
TOTAL REVENUES	**$0**	**$0**	**$0**
EXPENDITURES:			
Principal Expense	$0	$0	$0
Interest Expense	$0	$0	$0
TOTAL EXPENDITURES	**$0**	**$0**	**$0**
OTHER SOURCES/(USES):			
Bond Proceeds	$0	$813,180	$813,180
TOTAL OTHER	$0	$813,180	$813,180

FOURTEENTH ORDER OF BUSINESS

Armstrong
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
October 31, 2017

	Governmental Fund Types			Totals
	General	Debt Service	Capital Projects	(Memorandum Onl 2018
ASSETS:				
Cash	$12,688	---	$530,561	$543,250
Series 2017A				
Reserve	---	$265,819	---	$265,819
Cap Interest	---	$216,103	---	$216,103
Acquisition/Construction	---	---	$3,318,924	$3,318,924
Cost of Issuance	---	---	$16,952	$16,952
Series 2017B				
Reserve	---	$165,633	---	$165,633
Cap Interest	---	$165,639	---	$165,639
Acquisition/Construction	---	---	$2,383,714	$2,383,714
Prepaid Expenses	$61	---	---	$61
Due from Developer/BOCC	$27,775	---	$70,955	$98,730
TOTAL ASSETS	$40,524	$813,194	$6,321,106	$7,174,824
LIABILITIES:				
Accounts Payable	$30,042	---	$4,713	$34,755
FICA Payable	$0	---	---	$0
FUND BALANCES:				
Reserved for Debt Service	---	$813,194	---	$813,194
Reserved for Capital Projects	---	---	$6,316,393	$6,316,393
Unreserved	$10,482	---	---	$10,482
TOTAL LIABILITIES & FUND EQUITY & OTHER CREDITS	$40,524	$813,194	$6,321,106	$7,174,824

ARMSTRONG
COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures
For The Period Ending October 31, 2017

	ADOPTED BUDGET	PRORATED THRU 10/31/17	ACTUAL THRU 10/31/17	VARIANCE
REVENUES:				
Developer Contributions	$105,584	$8,799	$3,398	($5,400)
TOTAL REVENUES	**$105,584**	**$8,799**	**$3,398**	**($5,400)**
EXPENDITURES:				
Administrative				
Supervisors Fees	$6,000	$500	$600	($100)
FICA Expense	$459	$38	$46	($8)
Engineering	$15,000	$1,250	$0	$1,250
Dissemination Agent	$0	$0	$292	($292)
Attorney	$20,000	$1,667	$0	$1,667
Annual Audit	$5,000	$417	$0	$417
Management Fees	$45,000	$3,750	$3,750	$0
Computer Time	$1,500	$125	$125	$0
Telephone	$50	$4	$29	($25)
Postage	$750	$63	$3	$60
Insurance	$5,500	$5,500	$5,500	$0
Printing & Binding	$1,000	$83	$282	($199)
Legal Advertising	$3,500	$292	$0	$292
Property Taxes	$0	$0	$1,139	($1,139)
Website Compliance	$1,000	$83	$83	$0
Other Current Charges	$500	$42	$24	$17
Office Supplies	$150	$13	$20	($8)
Dues, Licenses & Subscriptions	$175	$0	$0	$0
TOTAL EXPENDITURES	**$105,584**	**$13,826**	**$11,894**	**$1,932**
Excess Revenues/Expenses	**$0**		($8,495)	
Retained Earnings - Beginning			**$18,977**	
Retained Earnings - Ending			**$10,482**	

ARMSTRONG
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND
SERIES 2017 A/B SPECIAL ASSESSMENT REVENUE BONDS

Statement of Revenues & Expenditures
For The Period Ending October 31, 2017

	PROPOSED BUDGET	PRORATED THRU 10/31/17	ACTUAL THRU 10/31/17	VARIANCE
REVENUES:				
Interest Income	$0	$0	$13	$13
TOTAL REVENUES	**$0**	**$0**	**$13**	**$13**
EXPENDITURES:				
Series 2017A				
Interest Expense - 11/1	$0	$0	$0	$0
Principal Expense - 5/1	$0	$0	$0	$0
Interest Expense - 5/1	$216,095	$0	$0	$0
Series 2017B				
Interest Expense - 11/1	$0	$0	$0	
Principal Expense - 5/1	$0	$0	$0	$0
Interest Expense - 5/1	$165,633	$0	$0	$0
TOTAL EXPENDITURES	**$381,729**	**$0**	**$0**	**$0**
EXCESS REVENUES (EXPENDITURES)	**$0**		**$13**	
FUND BALANCE - Beginning			**$813,180**	
FUND BALANCE - Ending			**$813,194**	

ARMSTRONG
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS - TYNES BLVD PROJECT
Statement of Revenues & Expenditures
For The Period Ending October 31, 2017

	ADOPTED BUDGET	PRORATED THRU 10/31/17	ACTUAL THRU 10/31/17	VARIANCE
REVENUES:				
Developer Contributions	$0	$0	$0	$0
Interest Income	$0	$0	$96	$96
TOTAL REVENUES	**$0**	**$0**	**$96**	**$96**
EXPENDITURES:				
Administrative				
Engineering	$0	$0	$3,132	($3,132)
Attorney Fees	$0	$0	$0	$0
Postage	$0	$0	$63	($63)
Legal Advertising	$0	$0	$0	$0
Other Current Charges	$0	$0	$0	$0
Capital Outlay				
Improvements	$0	$0	$0	$0
Cost of Issuance	$0	$0	$122,025	($122,025)
TOTAL EXPENDITURES	**$0**	**$0**	**$125,220**	**($125,220)**
EXCESS REVENUES (EXPENDITURES)	**$0**		**($125,124)**	
FUND BALANCE - Beginning			**$6,441,517**	
FUND BALANCE - Ending			**$6,316,393**	

Armstrong CDD
Long Term Debt

I. Bond Issue: **Series 2017A Special Assessment Bonds**
Original Issue Amount: $4,035,000

Assessment Area 1-A		Maturity Date	Interest Rate
Term 1	$355,000.00	11/1/2023	3.625%
Term 2	$430,000.00	11/1/2028	4.500%
Term 3	$665,000.00	11/1/2034	5.000%
Term 4	$2,585,000.00	11/1/2048	5.125%
	$4,035,000.00		

Bonds outstanding - 9/30/17	$4,035,000
Less:	$0
Current Bonds Outstanding:	**$4,035,000**
Reserve Requirement:	$265,819
Reserve Fund Balance:	$265,819

II. Bond Issue: **Series 2017B Special Assessment Bonds**
Original Issue Amount: $2,890,000

Assessment Area 1-B	$2,890,000.00	11/1/2029	5.250%

Bonds outstanding - 9/30/17	$2,890,000
Less:	$0
Current Bonds Outstanding:	**$2,890,000**
Reserve Requirement:	$165,633
Reserve Fund Balance:	$165,633

Reserve Fund Requirement: Lesser of:
(i) Max Annual Debt Service for Bonds Outstanding
(ii) 125% of Average Debt Service for Bonds Outstanding
(iii) 10% of Original proceeds

Armstrong CDD

Outstanding Funding Requests/Due from Developer

Date of FR	FR #	E/W	Greenpointe	Total
12/6/2017	16	$4,922.65	$7,132.11	$12,054.76

Accrued Due from Developer per 10/31/17 Financials:

10/4/2017	14		$5,103.15	$5,103.15
11/1/2017	15	$6,538.16	$8,142.16	$14,680.32
12/6/2017	16	$2,891.02	$5,100.48	$7,991.50
				$27,774.97

Rec'd in November

FIFTEENTH ORDER OF BUSINESS

Armstrong

Community Development District

Funding Request #15
November 1, 2017

	PAYEE		East/West Partners	Greenpointe	TOTAL
1	**Clay Today**				
	Ad# 274681 - Notice of Meeting		$ 33.08	$ 33.08	$ 66.15
	Ad# 274710 - Notice of Meeting Dates		$ 43.20	$ 43.20	$ 86.40
2	**GMS, LLC**				
	Inv# 17 - Management Fees & Expenses (Oct 17)		$ 2,292.03	$ 2,292.03	$ 4,584.06
3	**Hadden Engineering, Inc.**				
	Inv# 5673 - Engineering Services		$ 2,840.38	$ 2,840.38	$ 5,680.76
4	**Hopping Green & Sams**				
	Inv# 96315 - General Counsel (Aug 17)		$ 791.22	$ 791.22	$ 1,582.44
	Inv# 96316 - Project Construction (Aug 17)		$ -	$ 1,604.00	$ 1,604.00
5	**Board Payroll**				
	Meeting Date:	9/21/2017	$ 215.30	$ 215.30	$ 430.60
		10/4/2017	$ 322.95	$ 322.95	$ 645.90
	TOTAL		***$ 6,538.16***	***$ 8,142.16***	***$ 14,680.31***

Funding Allocation:	
East/West	$ 6,538.16
Greenpointe	$ 8,142.16
	$ 14,680.31

Please make check payable to:

Armstrong CDD
5385 N Nob Hill Road
Sunrise, FL 33351
(954) 721-8681

CLAY TODAY
3513 U.S. Hwy. 17 • Fleming Island, FL 32003
Phone: (904) 264-3200

Ponte Vedra Recorder
1102 A1A North, Unit 108 • Ponte Vedra Beach, FL 32082
Phone: (904) 285-8831

Advertising Invoice

ARMSTRONG CDD C/O GMS, LLC
475 W TOWN PL # 114
ATTN: SARAH SWEETING
ST AUGUSTINE, FL 32092

Cust#:989731
Ad#:274681
Phone#:904-940-5850
Date:09/20/2017

Salesperson: Clay Legals | Classification: Legal Notice | Ad Size: 1.0 x 4.90

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Clay Today	09/21/2017	09/21/2017	1	66.15	66.15

Payment Information:

Date:	Order#	Type
09/20/2017	274681	BILLED ACCOUNT

Total Amount: 66.15
Tax: 0.00
Amount Due: 66.15

Attention: Requests for credits or refunds for early cancellations must be made within 90 days.

Ad Copy

Notice of Meeting
Armstrong Community Development District

The regular meeting of the Board of Supervisors of the Armstrong Community Development District will be held on Wednesday, October 4, 2017 at 3:30 p.m.at the Eagle Landing Sales Center, 3973 Eagle Landing Parkway, Orange Park, Florida, 32065. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, at 475 West Town Place, Suite 114, St. Augustine, FL 32092 (and phone (904) 940-5850). This meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one-or more Supervisors will participate by telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the

SEP 20 2017

PUBLISHER AFFIDAVIT
CLAY TODAY
Published Weekly
Orange Park, Florida

STATE OF FLORIDA
COUNTY OF CLAY:

Before the undersigned authority personally appeared Jon Cantrell, who on oath says that he is the publisher of the "Clay Today" a newspaper published weekly at Orange Park in Clay County, Florida; that the attached copy of advertisement being a

NOTICE OF MEETING

in the matter of

OCTOBER MEETING

LEGAL: 40382 ORDER: 274681

was published in said newspaper in the issues:

09/21/2017

Affiant further says that said "Clay Today" is a newspaper published at Orange Park, in said Clay County, Florida, and that the said newspaper has heretofore been continuously published in said Clay County, Florida, weekly, and has been entered as Periodical material matter at the post office in Orange Park, in said Clay County, Florida, for period of one year next proceeding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to me and subscribed before me 09/21/2017.

Christie Lou Wayne

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
CHRISTIE LOU WAYNE
MY COMMISSION # GG24173
EXPIRES: September 20, 2020

Notice of Meeting
Armstrong Community Development District

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James Perry
District Manager

Legal 40382 published Sept 21, 2017 in Clay County's Clay Today newspaper

3515 US HWY 17 Suite A, Fleming Island FL 32003
Telephone (904) 264-3200 - FAX (904) 264-3285
E-Mail: Christie@opcfla.com

CLAY TODAY
3513 U.S. Hwy. 17 • Fleming Island, FL 32003
Phone: (904) 264-3200

Ponte Vedra Recorder
1102 A1A North, Unit 108 • Ponte Vedra Beach, FL 32082
Phone: (904) 285-8831

Advertising Invoice

ARMSTRONG CDD C/O GMS, LLC
475 W TOWN PL # 114
ATTN: SARAH SWEETING
ST AUGUSTINE, FL 32092

Cust#:989731
Ad#:274710
Phone#:904-940-5850
Date:09/20/2017

Salesperson: Clay Legals | Classification: Legal Notice | Ad Size: 1.0 x 6.40

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Clay Today	09/28/2017	09/28/2017	1	86.40	86.40

Payment Information:

Date:	Order#	Type
09/20/2017	274710	BILLED ACCOUNT

Total Amount: 86.40
Tax: 0.00
Amount Due: 86.40

Attention: Requests for credits or refunds for early cancellations must be made within 90 days.

Ad Copy

NOTICE OF MEETINGS
ARMSTRONG
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Armstrong Community Development District will hold their regularly scheduled public meetings for Fiscal Year 2018 at 3:30 p.m. at the Eagle Landing Sales Center, 3973 Eagle Landing Parkway, Orange Park, Florida 32065 on the first Wednesday of each month as follows or otherwise noted:

October 4, 2017
November 1, 2017
December 6, 2017
January 3, 2018
February 7, 2018
March 7, 2018
April 4, 2018
May 2, 2018
June 6, 2018
July 11, 2018 (second Wednesday)
August 1, 2018
September 5, 2018

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agendas for each meeting may be obtained from the District Manager, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (and phone (904) 940-5850). The meetings may be continued to a date, time, and place to be specified on the record at the meetings. There may be occasions when one or more Supervisors will participate by telephone.

PUBLISHER AFFIDAVIT
CLAY TODAY
Published Weekly
Orange Park, Florida

STATE OF FLORIDA
COUNTY OF CLAY:

Before the undersigned authority personally appeared Jon Cantrell, who on oath says that he is the publisher of the "Clay Today" a newspaper published weekly at Orange Park in Clay County, Florida; that the attached copy of advertisement being a

NOTICE OF MEETING

in the matter of

MEETINGS 2017/2018

LEGAL: 40388 ORDER: 274710

was published in said newspaper in the issues:

09/28/2017

Affiant further says that said "Clay Today" is a newspaper published at Orange Park, in said Clay County, Florida, and that the said newspaper has heretofore been continuously published in said Clay County, Florida, weekly, and has been entered as Periodical material matter at the post office in Orange Park, in said Clay County, Florida, for period of one year next proceeding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to me and subscribed before me 09/28/2017

Christie Lou Wayne
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
CHRISTIE LOU WAYNE
MY COMMISSION # GG24173
EXPIRES: September 20, 2020

3515 US HWY 17 Suite A, Fleming Island FL 32003
Telephone (904) 264-3200 - FAX (904) 264-3285
E-Mail: Christie@opcfla.com

NOTICE OF MEETINGS
ARMSTRONG
COMMUNITY DEVELOPMENT DISTRICT

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James Perry
Legal 40388 published Sept 28, 2017 in Clay County's Clay Today newspaper

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

Invoice

Invoice #: 18
Invoice Date: 10/2/17
Due Date: 10/2/17
Case:
P.O. Number:

Bill To:

Armstrong CDD
475 West Town Place
Suite 114
At. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees October 2017		3,750.00	3,750.00
Information Technology - October 2017		125.00	125.00
Website Administration October 2017		83.33	83.33
Dissemination Agent Services - October 2017		291.67	291.67
Office Supplies		20.15	20.15
Postage		2.51	2.51
Copies		282.00	282.00
Telephone		29.40	29.40

Total	$4,584.06
Payments/Credits	$0.00
Balance Due	$4,584.06

Recommend Payment
by Armstrong CDD /
split 50/50 /
Armstrong Ventures
+ Bellwoire
DLV 9/28/17

HADDEN ENGINEERING, INC.

(904) 269-9999
POST OFFICE BOX 9509
FLEMING ISLAND, FL 32006

Invoice

DATE	INVOICE #
9/13/2017	5673

BILL TO
Armstrong CDD c/o EAST WEST PARTNERS Dean Vincent, P.E./Sr. V.P. 14700 Village Sq Pl, Midlothean, VA 23112 dvincent@eastwestp.com

PERIOD COVERED
June 28 - September 12, 2017

PROJECT NO.	PROJECT
HEI-16015	ARMSTRONG CDD

DESCRIPTION	HOURS	RATE	AMOUNT
ENGINEERING SERVICES RELATING TO: - David Hutson Exhibits for Roger & Dean - Documents and Exhibits w/Dean & Roger (Hutson) - Meet w/Mike Taylor & Dean re: Armstrong CDD - Armstrong CDD Meeting on 7/12/17 - Plat Issues - ARM CDD Plats - Armstrong CDD Meeting on 8/17/17 - Exhibits w/Katie re: Greyhawk 1 Construction Contract - Armstrong CDD Meeting on 9/06/17	36.5	150.00	5,475.00
Reimburseable expense: Advanced Blueprint Services (6)		205.76	205.76
PAYMENT IS DUE FOR SERVICES RENDERED UPON RECEIPT		**Total**	**$5,680.76**

THANK YOU FOR YOUR BUSINESS!

Advanced
BLUEPRINT SERVICE & SUPPLY

1031 Blanding Blvd. Suite 401
Orange Park, FL 32065

(904) 215-8743

Invoice

Date	Invoice #
6/19/2017	22139

Bill To
Hadden Engineering, Inc. P.O. Box 9509 Fleming Island, FL 32006-0030

P.O. No.	Terms
19015	Net 30

Quantity	Description	Rate	Amount
1	Plotted Bond 24 x 36	2.10	2.10T
4	Bond Copies 24 x 36	1.20	4.80T
	Armstrong Tract Aym. 000		
	Sales Tax	7.00%	0.48

Thank you for your business.

Total $7.38

Advanced
BLUEPRINT SERVICE & SUPPLY

1031 Blanding Blvd. Suite 401
Orange Park, FL 32065

(904) 215-8743

Invoice

Date	Invoice #
6/20/2017	22146

Bill To
Hadden Engineering, Inc. P.O. Box 9509 Fleming Island, FL 32006-0030

P.O. No.	Terms
16015	Net 30

Quantity	Description	Rate	Amount
1	Plotted Bond 24 x 36	2.10	2.10T
4	Bond Copies 24 x 36	1.20	4.80T
	Armstrong Land Use Exhibit		
	Sales Tax	7.00%	0.48
	Arm.000		

Thank you for your business.

Total $7.38

Advanced
BLUEPRINT SERVICE & SUPPLY

1031 Blanding Blvd. Suite 401
Orange Park, FL 32065

(904) 215-8743

Invoice

Date	Invoice #
7/5/2017	22189

Bill To
Hadden Engineering, Inc. P.O. Box 9509 Fleming Island, FL 32006-0030

P.O. No.	Terms
	Net 30

Quantity	Description	Rate	Amount
10	Plotted Bond 24 x 36	2.10	21.00T
30	Bond Copies 24 x 36	1.20	36.00T
	Armstrong Tract		
	Sales Tax Arm. 000	7.00%	3.99
	16015		

Thank you for your business.

Total 60.99

Advanced
BLUEPRINT SERVICE & SUPPLY

1031 Blanding Blvd. Suite 401
Orange Park, FL 32065

(904) 215-8743

Invoice

Date	Invoice #
7/20/2017	22240

Bill To
Hadden Engineering, Inc. P.O. Box 9509 Fleming Island, FL 32006-0030

P.O. No.	Terms
	Net 30

Quantity	Description	Rate	Amount
10	Plotted Bond 24 x 36	2.10	21.00T
10	Bond Copies 24 x 36	1.20	12.00T
	Armstrong Tract		
	Sales Tax	7.00%	2.31
	Arm. Bond		
	16015		

Thank you for your business.

Total	$35.31

Advanced
BLUEPRINT SERVICE & SUPPLY

1031 Blanding Blvd. Suite 401
Orange Park, FL 32065

(904) 215-8743

Invoice

Date	Invoice #
7/27/2017	22259

Bill To
Hadden Engineering, Inc. P.O. Box 9509 Fleming Island, FL 32006-0030

P.O. No.	Terms
	Net 30

Quantity	Description	Rate	Amount
16	Plotted Bond 24 x 36	2.10	33.60T
16	Bond Copies 24 x 36	1.20	19.20T
	Armstrong Tract Am. Ed		
	Sales Tax	7.00%	3.70
	16015		

Thank you for your business.

Total	$56.50

Advanced
BLUEPRINT SERVICE & SUPPLY

1031 Blanding Blvd. Suite 401
Orange Park, FL 32065

(904) 215-8743

Invoice

Date	Invoice #
8/1/2017	22273

Bill To
Hadden Engineering, Inc. P.O. Box 9509 Fleming Island, FL 32006-0030

P.O. No.	Terms
	Net 30

Quantity	Description	Rate	Amount
17	Plotted Bond 24 x 36 Armstrong Tract —Arm-005	2.10	35.70T
	Sales Tax	7.00%	2.50

Thank you for your business.

Total $ 38.20

Hopping Green & Sams

Attorneys and Counselors

October 4, 2017

Armstrong Community Development District
c/o Jim Perry, District Manager
GOVERNMENTAL MANAGEMENT SERVICES, LLC
475 West Town Place, Suite 114
St. Augustine, Florida 32092

Re: Armstrong Community Development District

Dear District Manager:

Enclosed please find our billing statements through the month of August 2017, for services rendered and expenses incurred on behalf of Armstrong Community Development District. Also enclosed are reminder statements with past due amounts. Please remit payment as soon as possible.

If you have any questions or concerns, please feel free to give me a call. Thank you.

Sincerely,

Katie S. Buchanan

KSB/gim

Enclosures

Hopping Green & Sams
Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

STATEMENT

September 29, 2017

Armstrong Community Development District
c/o GMS, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 96315
Billed through 08/31/2017

General Counsel
ARMCDD 00001 KSB

FOR PROFESSIONAL SERVICES RENDERED

08/01/17	KSB	Confer with Feldman regarding funding agreement.	0.20 hrs
08/01/17	KEM	Prepare project administration agreement and budget funding agreements.	0.80 hrs
08/02/17	KSB	Prepare for and attend board meeting; confer with district manager regarding same.	1.80 hrs
08/03/17	KEM	Research status of budget, assessment and meeting schedule adoption.	0.10 hrs
08/07/17	KSB	Confer with district manager regarding primary administrative office.	0.20 hrs
08/08/17	KSB	Review and provide comment to estoppel letter.	0.70 hrs
08/10/17	KSB	Confer with Taylor; review meeting minutes.	0.90 hrs
08/15/17	KSB	Review resignation and slate of officers.	0.20 hrs
08/15/17	KEM	Prepare assessment levy resolution.	0.10 hrs
08/17/17	KEM	Review assessment area one legal description.	0.20 hrs
08/21/17	KSB	Confer with district manager regarding correction of election terms.	0.30 hrs
08/31/17	KSB	Confer with district manager regarding agenda.	0.30 hrs
		Total fees for this matter	$1,323.00

DISBURSEMENTS

Document Reproduction	1.25
Travel	90.67
Title Search	150.00
United Parcel Service	7.70
Total disbursements for this matter	$249.62

MATTER SUMMARY

Ibarra, Katherine E. - Paralegal	1.20 hrs	125 /hr	$150.00
Buchanan, Katie S.	4.60 hrs	255 /hr	$1,173.00
TOTAL FEES			$1,323.00
TOTAL DISBURSEMENTS			$249.62
INTEREST CHARGE ON PAST DUE BALANCE			$9.82
TOTAL CHARGES FOR THIS MATTER			**$1,582.44**

BILLING SUMMARY

Ibarra, Katherine E. - Paralegal	1.20 hrs	125 /hr	$150.00
Buchanan, Katie S.	4.60 hrs	255 /hr	$1,173.00
TOTAL FEES			$1,323.00
TOTAL DISBURSEMENTS			$249.62
INTEREST CHARGE ON PAST DUE BALANCE			$9.82
TOTAL CHARGES FOR THIS BILL			**$1,582.44**

Please include the bill number on your check.

Hopping Green & Sams
Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

STATEMENT

September 29, 2017

Armstrong Community Development District
c/o GMS, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 96316
Billed through 08/31/2017

Project Construction
ARMCDD 00103 KSB

FOR PROFESSIONAL SERVICES RENDERED

08/02/17	KSB	Review rankings for site work bids.	0.40 hrs
08/03/17	KEM	Prepare EJCDC contract documents.	0.50 hrs
08/03/17	KSB	Review site work bids for Phase 1.	1.70 hrs
08/18/17	KSB	Prepare notice of intent to award.	0.30 hrs
08/24/17	KEM	Prepare EJCDC construction documents.	0.50 hrs
08/24/17	KSB	Prepare EJCDC agreement for Phase 1 sitework.	1.70 hrs
08/30/17	KSB	Review matters relating to CEI services for Phase 1; confer with Taylor regarding comments; review Taylor comments to EJCDC agreement.	1.70 hrs
	Total fees for this matter		$1,604.00

MATTER SUMMARY

Ibarra, Katherine E. - Paralegal	1.00 hrs	125 /hr	$125.00
Buchanan, Katie S.	5.80 hrs	255 /hr	$1,479.00
TOTAL FEES			$1,604.00
TOTAL CHARGES FOR THIS MATTER			**$1,604.00**

BILLING SUMMARY

Ibarra, Katherine E. - Paralegal	1.00 hrs	125 /hr	$125.00
Buchanan, Katie S.	5.80 hrs	255 /hr	$1,479.00
TOTAL FEES			$1,604.00
TOTAL CHARGES FOR THIS BILL			**$1,604.00**

Please include the bill number on your check.

ATTENDANCE SHEET

District: Armstrong

Meeting Date: September 21, 2017

	Supervisor	In Attendance	Fees
1.	Roger Arrowsmith	✓	$0
2.	~~Keith Jones~~ Grady Mims		$0
3.	Mike Taylor Need Paperwork	✓	$-------
4.	Marilyn Ayers	✓	$200 ✓
5.	Nancy Klock		$200

District Manager: _____

PLEASE RETURN COMPLETED FORM TO PATTI POWERS

Attendance Sheet

District: Armstrong CDD

Meeting Date: October 4, 2017

	Supervisor		In Attendance	Fees
1.	Roger Arrowsmith *Chairman*		Absent	$0
2.	Marilyn Ayers *Vice Chairman*		✓	$200 ✓
3.	Michael Taylor *Assistant Secretary*	*Need Paperwork*	✓	$_____ ??
4.	Grady Mairs *Assistant Secretary*	*Need Paperwork*	✓ Phone	$ 200 ?? ✓
5.	Nancy Klock *Assistant Secretary*		✓	$200 ✓

District Manager: _____ Date: 10/4/17

PLEASE RETURN COMPLETED FORM TO PATTI POWERS

Armstrong

Community Development District

Funding Request #16
December 6, 2017

	PAYEE	East/West Partners	Greenpointe	TOTAL
1	**Clay Today**			
	Ad# 199991 - Notice of Hearing	$ 955.30	$ 955.30	$ 1,910.59
	Ad# 276763 - Notice of RFP	$ 89.78	$ 89.78	$ 179.55
2	**GMS, LLC**			
	Inv# 19 - Management Fees & Expenses (Nov 17)	$ 2,031.63	$ 2,031.63	$ 4,063.26
3	**Hopping Green & Sams**			
	Inv# 96737 - General Counsel (Sep 17)	$ 1,276.30	$ 1,276.30	$ 2,552.59
	Inv# 96738 - Project Construction (Sep 17)	$ -	$ 2,209.46	$ 2,209.46
4	**Jimmy Weeks, Tax Collector**			
	Folio 180425-007953-000-00	$ 554.63	$ 554.63	$ 1,109.26
	Folio 180425-007953-051-00	$ 15.02	$ 15.02	$ 30.04
	TOTAL	***$ 4,922.65***	***$ 7,132.11***	***$ 12,054.75***

Funding Allocation:		
East/West	$	4,922.65
Greenpointe	$	7,132.11
	$	12,054.75

Please make check payable to:

Armstrong CDD
5385 N Nob Hill Road
Sunrise, FL 33351
(954) 721-8681

CLAY TODAY NEWSPAPER

OPC NEWS, LLC
3513 US HWY 17
FLEMING ISLAND FL 32003
904-264-3200

DATE 7/20/17

ARMSTRONG CDD
C/O GMS, LLC
475 WEST TOWN PLACE, SUITE 114
ST AUGUSTINE FLORIDA 32092

ACCOUNT #: 989731

Date	Order #	Purchase Order Number / Description	Times Run	Amount
7/13/2017	199991	NOTICE OF HEARING -ASSESSMENTS	1	$1,032.75
7/20/2017	199991	NOTICE OF HEARING - ASSESSMENTS (15% GOVT DI	1	$877.84
		LEGAL DISPLAY - 6 X 12.75		
		FILO ID# 20-2112861		

TOTAL DUE ON ACCOUNT $ $1,910.59

Please Remit To:

CLAY TODAY NEWSPAPER
3513 US HWY 17
FLEMING ISLAND FL 32003

Account Name: ARMSTRONG CDD
Account #: 989731
Order # 199991
Amount Due: $ 1,910.59

NOTICE OF PUBLIC HEARING TO CONSIDER IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO SECTION 170.07, FLORIDA STATUTES, BY THE ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER ADOPTION OF ASSESSMENT ROLL PURSUANT TO SECTION 197.3632(4)(b), FLORIDA STATUTES, BY THE ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF REGULAR MEETING OF THE ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT

RESOLUTION 2017-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COSTS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS

WHEREAS

WHEREAS

WHEREAS

WHEREAS

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT:

1.

2. Exhibit A

3.

4.

5.

6.

7.

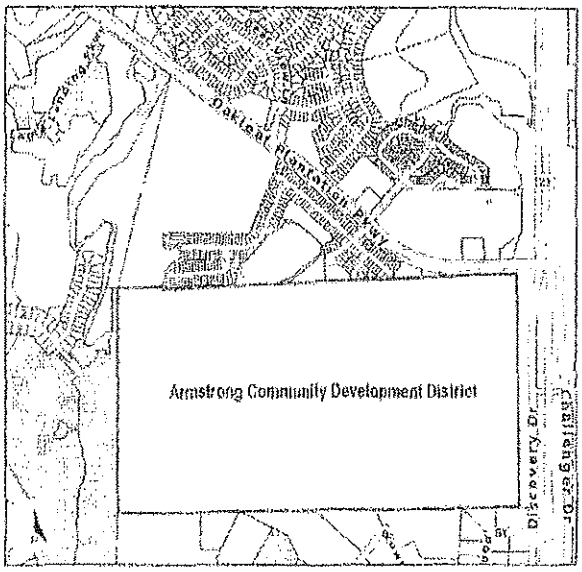
8.

9. Exhibit B

10.

11.

12.



Legal 19922 published July 13 and July 20, 2017 in Clay County's Clay Today newspaper

PUBLISHER AFFIDAVIT

CLAY TODAY
Published Weekly
Orange Park, Florida

STATE OF FLORIDA
COUNTY OF CLAY:

Before the undersigned authority personally appeared Jon Cantrell, who on oath says that he is the publisher of the "Clay Today" a newspaper published weekly at Orange Park in Clay County, Florida; that the attached copy of advertisement Being

NOTICE OF PUBLIC HEARING

in the matter of

ASSESSMENTS

Legal 38922 Order 199991
was published in said newspaper in the issues

JULY 13 AND JULY 20, 2017

Affiant further says that said "Clay Today" is a newspaper published at Orange Park, in said Clay County, Florida, and that the said newspaper has heretofore been continuously published in said Clay County, Florida, weekly, and has been entered as Periodical material matter at the post office in Orange Park, in said Clay County, Florida, for period of one year next proceeding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Jon Cantrell

Sworn to me and subscribed
before me this 20TH day of JULY A.D. 2017

Christie L. Wayne
NOTARY PUBLIC, STATE OF FLORIDA

CHRISTIE L. WAYNE
MY COMMISSION # [illegible]
EXPIRES: [illegible]

3513 US HWY 17 Suite A Fleming Island FL 32003
Telephone (904) 264-3200 - FAX (904) 264-3285
E-Mail: Christie@opcfla.com

NOTICE OF PUBLIC HEARIN
SECTION 170.07, FLORIDA

NOTICE OF PUBLIC HEARING
197.3632(4)(b), FLORIDA S

NOTICE OF

[illegible]

[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE A[illegible]
INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEF[illegible]
MENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL A[illegible]
SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; AD[illegible]**

WHEREAS, the Board of Supervisors [illegible] the [illegible] infrastructure improvements [illegible]

WHEREAS, it is the best interest of the District to [illegible]

WHEREAS, the District is authorized by Chapter 190, the Uniform [illegible] Collection and Enforcement of Non-Ad Valorem Assessments [illegible] collect the Assessments; and

WHEREAS, the District hereby determines [illegible] Methodology Report for Assessment Area [illegible] District Records Office; and

WHEREAS, the District hereby determines that the Assessments [illegible]

**NOW, THEREFORE, BE IT RESOLVED [illegible]
THE ARMSTRONG COMMU[illegible]**

1. Assessments shall be levied within the District [illegible]
2. The nature and general location of the improvements [illegible] District Records Office. Further, it is also filed and available for [illegible]
3. The total estimated cost of the improvements is [illegible]
4. The Assessments will defray approximately [illegible] which may be paid or delayed pursuant to a [illegible]
5. The manner in which the Assessments shall be apportioned [illegible] Assessment Resolution.
6. The Assessments shall be levied within the District on all [illegible] the improvements or specially benefited thereby and further described [illegible]
7. There is on file at the District Records Office an Assessment Plat [illegible] showing the improvements and the estimated cost of the improvements [illegible]
8. Commencing with the year in which the Assessments are levied [illegible] installments. The Assessments may be payable at [illegible]

CLAY TODAY

Recorder

Advertising Invoice

ARMSTRONG CDD C/O GMS, LLC
475 W TOWN PL # 114
ATTN: SARAH SWEETING
ST AUGUSTINE, FL 32092

Cust#:989934
Ad#:276763
Phone#:904-940-5850
Date:11/06/2017

Salesperson: Clay Legals Classification: Bid Notices Ad Size: 1.0 x 13.30

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Clay Today	11/09/2017	11/09/2017	1	179.55	179.55

Payment Information:

Date:	Order#	Type
11/06/2017	276763	BILLED ACCOUNT

Total Amount: 179.55
Tax: 0.00
Amount Due: 179.55

Attention: Requests for credits or refunds for early cancellations must be made within 90 days.

Ad Copy

RECEIVED NOV 16 2017

RECEIVED NOV 14 2017 BY:

PUBLISHER AFFIDAVIT
CLAY TODAY
Published Weekly
Orange Park, Florida

STATE OF FLORIDA
COUNTY OF CLAY:

Before the undersigned authority personally appeared Jon Cantrell, who on oath says that he is the publisher of the "Clay Today" a newspaper published weekly at Orange Park in Clay County, Florida; that the attached copy of advertisement being a

REQUEST FOR QUALIFICATION

in the matter of

ARCHITECTURE SERVICES

LEGAL: 40668 ORDER: 276763

was published in said newspaper in the issues:

11/09/2017

Affiant further says that said "Clay Today" is a newspaper published at Orange Park, in said Clay County, Florida, and that the said newspaper has heretofore been continuously published in said Clay County, Florida, weekly, and has been entered as Periodical material matter at the post office in Orange Park, in said Clay County, Florida, for period of one year next proceeding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

REQUEST FOR QUALIFICATIONS
FOR ARCHITECTURE SERVICES
ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT

RFQ for Architecture Services

The Armstrong Community Development District ("District"), located in Clay County, Florida, hereby announces that it seeks qualification statements from professional firms or individuals qualified and interested in providing architecture services for the construction of an amenity center for the District, which may include but is not limited to landscape design, hardscape design and construction observation, among other related services. The District intends to enter into a continuing contract with the professional awarded the contract through this process.

Any firm or individual ("Applicant") desiring to provide professional services to the District must 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("Qualification Statement") of its qualifications and past experience on U.S. General Service Administration's Architect-Engineer Qualifications, Standard Form No. 330, with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience for any community development districts and past experience with Clay County; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, as needed, construction services, and other landscape architecture tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, Florida Statutes ("CCNA"). All applicants interested must submit five (5) copies and one (1) electronic PDF copy on compact disc or USB flash drive of Standard Form No. 330 and Qualification Statement by 12:00 p.m. on Tuesday, November 28, 2017 to the attention of Jim Perry, Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District Manager's Office").

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice or the evaluation criteria on file with the District Manager must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars ($10,000.00). Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are availa "2 from the District Manager.

Legal 40668 published Nov 9, 2017 in Clay County's Clay Today newspaper

Sworn to me and subscribed before me 11/09/2017.

NOTARY PUBLIC, STATE OF FLORIDA

3515 US HWY 17 Suite A, Fleming Island FL 32003
Telephone (904) 264-3200 - FAX (904) 264-3285
E-Mail: Christie@opcfla.com

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

Invoice

Invoice #: 19
Invoice Date: 11/1/17
Due Date: 11/1/17
Case:
P.O. Number:

Bill To:

Armstrong CDD
475 West Town Place
Suite 114
At. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees - November 2017		3,750.00	3,750.00
Information Technology - November 2017		125.00	125.00
Website Administration - November 2017		83.33	83.33
Office Supplies		5.98	5.98
Postage		4.14	4.14
Copies		57.00	57.00
Telephone		37.81	37.81

Total	$4,063.26
Payments/Credits	$0.00
Balance Due	$4,063.26

Hopping Green & Sams
Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

RECEIVED NOV 16 2017

========== STATEMENT ==========

October 31, 2017

Armstrong Community Development District
c/o GMS, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 96737
Billed through 09/30/2017

RECEIVED NOV 02 2017 BY:

General Counsel
ARMCDD 00001 KSB

FOR PROFESSIONAL SERVICES RENDERED

09/01/17	JEM	Prepare corrective conveyance documents between CDD and Orange Park Construction Co.	0.50 hrs
09/06/17	KSB	Prepare for, travel to and from, and attend board meeting.	4.00 hrs
09/07/17	KSB	Perform meeting follow up.	0.50 hrs
09/15/17	KSB	Confer with district manager regarding agenda.	0.30 hrs
09/21/17	KSB	Prepare for, travel to and from, and attend board meeting.	3.00 hrs
09/22/17	KSB	Perform meeting follow up.	0.50 hrs
	Total fees for this matter		$2,274.00

DISBURSEMENTS

Travel	173.84
Travel - Meals	8.46
Recording Fees	52.50
United Parcel Service	18.41
Total disbursements for this matter	$253.21

MATTER SUMMARY

Merritt, Jason E.	0.50 hrs	315 /hr	$157.50
Buchanan, Katie S.	8.30 hrs	255 /hr	$2,116.50

TOTAL FEES	$2,274.00
TOTAL DISBURSEMENTS	$253.21
INTEREST CHARGE ON PAST DUE BALANCE	$25.38
TOTAL CHARGES FOR THIS MATTER	**$2,552.59**

BILLING SUMMARY

Merritt, Jason E.	0.50 hrs	315 /hr	$157.50
Buchanan, Katie S.	8.30 hrs	255 /hr	$2,116.50

TOTAL FEES	$2,274.00
TOTAL DISBURSEMENTS	$253.21
INTEREST CHARGE ON PAST DUE BALANCE	$25.38
TOTAL CHARGES FOR THIS BILL	**$2,552.59**

Please include the bill number on your check.

Hopping Green & Sams
Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

RECEIVED NOV 16 2017

========== STATEMENT ==========

October 31, 2017

Armstrong Community Development District
c/o GMS, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 96738
Billed through 09/30/2017

RECEIVED NOV 02 2017 BY:

GP 100%

Project Construction
ARMCDD 00103 KSB

FOR PROFESSIONAL SERVICES RENDERED

09/05/17	KEM	Prepare EJCDC agreements.	1.60 hrs
09/06/17	KEM	Prepare EJCDC agreements.	1.00 hrs
09/06/17	KSB	Prepare funding agreement for Phase 1 sitework; prepare cost share agreement for same.	1.20 hrs
09/07/17	KSB	Research existence of ordinance on site; confer with Taylor regarding same.	1.30 hrs
09/14/17	KSB	Review EJCDC form of agreement.	1.40 hrs
09/15/17	KEM	Prepare EJCDC agreements and meeting agenda.	1.00 hrs
09/15/17	KSB	Assembly EJCDC contract; confer with Taylor.	0.70 hrs
09/18/17	KEM	Prepare EJCDC agreements and letter to clerk regarding recording bonds.	0.70 hrs
09/18/17	KSB	Confer with Hadden regarding site work agreement; modify regarding site condition.	1.30 hrs
09/19/17	KEM	Prepare construction easement agreement.	0.40 hrs
09/21/17	KEM	Review recorded payment and performance bonds.	0.10 hrs
09/26/17	KEM	Prepare EJCDC contract documents.	0.70 hrs
	Total fees for this matter		$2,192.00

MATTER SUMMARY

Ibarra, Katherine E. - Paralegal	5.50 hrs	125 /hr	$687.50
Buchanan, Katie S.	5.90 hrs	255 /hr	$1,504.50
TOTAL FEES			$2,192.00
INTEREST CHARGE ON PAST DUE BALANCE			$17.46

TOTAL CHARGES FOR THIS MATTER	**$2,209.46**

BILLING SUMMARY

Ibarra, Katherine E. - Paralegal	5.50 hrs	125 /hr	$687.50
Buchanan, Katie S.	5.90 hrs	255 /hr	$1,504.50
TOTAL FEES			$2,192.00
INTEREST CHARGE ON PAST DUE BALANCE			$17.46
TOTAL CHARGES FOR THIS BILL			**$2,209.46**

Please include the bill number on your check.

JIMMY WEEKS
CLAY COUNTY TAX COLLECTOR

2017 REAL ESTATE — Tax Bill Number 42664.0000

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CODE	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
180425-007953-000-00		SEE BELOW	* SEE BELOW	* SEE BELOW	001

R

ARMSTRONG COMMUNITY DEV DIST
475 W TOWN PL STE 114
ST AUGUSTINE FL 32092-3649

103
6 - 33893

BRANNAN FIELD
301.343 acres
(PT SUBJ TO CONSV ESMT AS REC
O R 2937 PG 184 & 3882 PG 305)
N1/2 S18T4R25 A/K/A LOTS 1,2,3
& 4 ARMSTRONG PLAT AS REC PB
See Additional Legal on Tax Roll

Save Time Pay Online at www.claycountytax.com

PAY IN U.S. FUNDS TO JIMMY WEEKS • TAX COLLECTOR • P.O. BOX 218 • GREEN COVE SPRINGS, FL. 32043 • (904) 284-6320

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION VALUE	TAXABLE VALUE	TAXES LEVIED
CLAY COUNTY BOCC					
COUNTY SERVICES	5.2349	77,515		77,515	405.78
LAW ENFORCE MSTU-4	2.2503	77,515		77,515	174.43
FIRE CONTROL MSTU-8	0.5048	77,515		77,515	39.13
UNINCORPORATED MSTU	0.1110	77,515		77,515	8.60
CLAY COUNTY SCHOOL DISTRICT					
SCHOOL LOCAL EFFORT	4.1900	78,661		78,661	329.59
SCHOOL DISCRETIONARY	0.7480	78,661		78,661	58.84
SCHOOL CAP OUTLAY	1.5000	78,661		78,661	117.99
ST JOHNS RIVER MANAGEMENT DIST	0.2724	77,515		77,515	21.12
TOTAL MILLAGE	14.8114		AD VALOREM TAXES		$1,155.48

RECEIVED NOV 16 2017

WALK-IN CUSTOMERS
PLEASE BRING TAX BILL

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT

NON-AD VALOREM ASSESSMENTS

COMBINED TAXES AND ASSESSMENTS	$1,155.48	See reverse side for important information.

IF PAID BY:	Nov 30	Dec 31	Jan 31	Feb 28	Mar 31
	1,109.26	1,120.82	1,132.37	1,143.93	1,155.48

JIMMY WEEKS
CLAY COUNTY TAX COLLECTOR

2017 REAL ESTATE — Tax Bill Number 42664.0000

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CODE	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
180425-007953-000-00		SEE ABOVE	* SEE ABOVE	* SEE ABOVE	001

R

ARMSTRONG COMMUNITY DEV DIST
475 WEST TOWN PLACE STE 114
ST AUGUSTINE FL 32092

BRANNAN FIELD
301.343 acres
(PT SUBJ TO CONSV ESMT AS REC
O R 2937 PG 184 & 3882 PG 305)
N1/2 S18T4R25 A/K/A LOTS 1,2,3
& 4 ARMSTRONG PLAT AS REC PB
See Additional Legal on Tax Roll

Save Time Pay Online at www.claycountytax.com

PAY IN U.S. FUNDS TO JIMMY WEEKS • TAX COLLECTOR • P.O. BOX 218 • GREEN COVE SPRINGS, FL. 32043 • (904) 284-6320

IF PAID BY:	Nov 30	Dec 31	Jan 31	Feb 28	Mar 31
	1,109.26	1,120.82	1,132.37	1,143.93	1,155.48

Return with Payment

0000000000 0000115548 00000004266400000 0001 0

JIMMY WEEKS
CLAY COUNTY TAX COLLECTOR

2017 REAL ESTATE — Tax Bill Number 42734.0000

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CODE	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
180425-007953-051-00		SEE BELOW	* SEE BELOW	* SEE BELOW	001

R

TYNES
8.79 acres
N1/2 S18T4R25 AS REC O R 3939
PG 448

103
6 - 33864

ARMSTRONG COMMUNITY DEV DIST
C/O SHERYL FULKS GMS LLC
475 W TOWN PL STE 114
SAINT AUGUSTINE FL 32092-3649

Save Time Pay Online at www.claycountytax.com

PAY IN U.S. FUNDS TO JIMMY WEEKS • TAX COLLECTOR • P.O. BOX 218 • GREEN COVE SPRINGS, FL. 32043 • (904) 284-6320

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION VALUE	TAXABLE VALUE	TAXES LEVIED
CLAY COUNTY BOCC					
COUNTY SERVICES	5.2349	2,113		2,113	11.06
LAW ENFORCE MSTU-4	2.2503	2,113		2,113	4.75
FIRE CONTROL MSTU-8	0.5048	2,113		2,113	1.07
UNINCORPORATED MSTU	0.1110	2,113		2,113	0.23
CLAY COUNTY SCHOOL DISTRICT					
SCHOOL LOCAL EFFORT	4.1900	2,113		2,113	8.85
SCHOOL DISCRETIONARY	0.7480	2,113		2,113	1.58
SCHOOL CAP OUTLAY	1.5000	2,113		2,113	3.17
ST JOHNS RIVER MANAGEMENT DIST	0.2724	2,113		2,113	0.58
TOTAL MILLAGE	14.8114		AD VALOREM TAXES		$31.29

RECEIVED NOV 16 2017

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
NON-AD VALOREM ASSESSMENTS		

COMBINED TAXES AND ASSESSMENTS	$31.29	See reverse side for important information.

IF PAID BY:	Nov 30	Dec 31	Jan 31	Feb 28	Mar 31
	30.04	30.35	30.66	30.98	31.29

WALK-IN CUSTOMERS
PLEASE BRING TAX BILL

JIMMY WEEKS
CLAY COUNTY TAX COLLECTOR

2017 REAL ESTATE — Tax Bill Number 42734.0000

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

ACCOUNT NUMBER	ESCROW CODE	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
180425-007953-051-00		SEE ABOVE	* SEE ABOVE	* SEE ABOVE	001

R

ARMSTRONG COMMUNITY DEV DIST
C/O SHERYL FULKS GMS LLC
475 WEST TOWN PLACE STE 114
SAINT AUGUSTINE FL 32092

TYNES
8.79 acres
N1/2 S18T4R25 AS REC O R 3939
PG 448

Return with Payment

Save Time Pay Online at www.claycountytax.com

PAY IN U.S. FUNDS TO JIMMY WEEKS • TAX COLLECTOR • P.O. BOX 218 • GREEN COVE SPRINGS, FL. 32043 • (904) 284-6320

IF PAID BY:	Nov 30	Dec 31	Jan 31	Feb 28	Mar 31
	30.04	30.35	30.66	30.98	31.29

0000000000 0000003129 0000000427340000 0001 2

SIXTEENTH ORDER OF BUSINESS

Armstrong

Community Development District
Tynes Blvd. Construction Project

Funding Request #10
November 1, 2017

	PAYEE		Construction
1	**FedEx**		
	Inv# 5-940-92109	$	26.08
	Inv# 5-947-96432	$	23.05
	Inv# 5-963-58835	$	39.92
2	**Hadden Engineering, Inc.**		
	Inv# 5613 - Extension Speed Limit Study	$	2,540.00
	Inv# 5626 - Extension Speed Limit Study	$	2,261.92
	Inv# 5680 - Task 6 - Construction Phase Services	$	2,500.00
	Inv# 5683 - Reimburseable Expenses	$	356.63
	Inv# 5684 - Intersection Signalization	$	11,650.00
3	**Hopping, Green & Sams**		
	Inv# 96317 - Tynes Boulevard (Aug 17)	$	1,517.00
	TOTAL	***$***	***20,914.60***

RECEIVED SEP 29 2017

FedEx

Invoice Number	Invoice Date	Account Number
5-940-92109	Sep 26, 2017	[redacted]

Billing Address:
GMS/ ARMSTRONG CDD
5385 N NOB HILL RD
SUNRISE FL 33351-4761

Shipping Address:
GMS/ ARMSTRONG CDD
5385 N NOB HILL RD
SUNRISE FL 33351-4761

Invoice Questions?
Contact FedEx Revenue Services
Phone: (800) 622-1147
M-F 7 AM to 8 PM CST
Sa 7 AM to 6 PM CST
Fax: (800) 548-3020
Internet: www.fedex.com

Invoice Summary Sep 26, 2017

FedEx Express Services

Transportation Charges		21.95
Special Handling Charges		4.13
Total Charges	USD	$26.08
TOTAL THIS INVOICE	**USD**	**$26.08**

Other discounts may apply.

Detailed descriptions of surcharges can be located at fedex.com

To ensure proper credit, please return this portion with your payment to FedEx. Please do not staple or fold. Please make check payable to FedEx.

☐ For change of address, check here and complete form on reverse side.

Invoice Number	Account Number	Amount Due
5-940-92109	[redacted]	USD $26.08

Remittance Advice

Your payment is due by Oct 11, 2017

[redacted]

0042070 01 AB 0.400 **AUTO T5 0 1268 33351-476185 -C01-P42112-I1

GMS/ ARMSTRONG CDD
5385 N NOB HILL RD
SUNRISE FL 33351-4761

FedEx
P.O. Box 660481
DALLAS TX 75266-0481

60017680014818

1268-01-00-0042070-0002-0097748

FedEx Express Shipment Detail By Payor Type (Original)

Ship Date: Sep 21, 2017 **Cust. Ref.:** Armstrong - FR #7 **Ref.#2:**
Payor: Shipper **Ref.#3:**

- Fuel Surcharge - FedEx has applied a fuel surcharge of 6.25% to this shipment.
- Distance Based Pricing, Zone 2

		Sender	Recipient
Automation	INET		
Tracking ID	770317118438	Sarah Sweeting	Clayton Meng
Service Type	FedEx Standard Overnight	GMS, LLC	Clay County Administration Bui
Package Type	FedEx Envelope	475 W. Town Pl., Ste. 114	477 Houston Street
Zone	02	SAINT AUGUSTINE FL 32092 US	GREEN COVE SPRINGS FL 32043 US
Packages	1		
Rated Weight	N/A		
Delivered	Sep 22, 2017 13:08	Transportation Charge	21.95
Svc Area	A5	DAS Comm	2.60
Signed by	L.BROWN	Fuel Surcharge	1.53
FedEx Use	000000000/200/_	**Total Charge** USD	**$26.08**

Shipper Subtotal	**USD**	**$26.08**
Total FedEx Express	**USD**	**$26.08**

FedEx

Invoice Number	Invoice Date	Account Number
5-947-96432	Oct 03, 2017	[redacted]

Billing Address:
GMS/ ARMSTRONG CDD
5385 N NOB HILL RD
SUNRISE FL 33351-4761

Shipping Address:
GMS/ ARMSTRONG CDD
5385 N NOB HILL RD
SUNRISE FL 33351-4761

Invoice Questions?
Contact FedEx Revenue Services
Phone: (800) 622-1147
M-F 7 AM to 8 PM CST
Sa 7 AM to 6 PM CST
Fax: (800) 548-3020
Internet: www.fedex.com

Invoice Summary Oct 03, 2017

FedEx Express Services

Transportation Charges		21.95
Special Handling Charges		1.10
Total Charges	USD	$23.05
TOTAL THIS INVOICE	**USD**	**$23.05**

Other discounts may apply.

RECEIVED OCT 06 2017

Detailed descriptions of surcharges can be located at fedex.com

To ensure proper credit, please return this portion with your payment to FedEx. Please do not staple or fold. Please make check payable to FedEx.

☐ For change of address, check here and complete form on reverse side.

Invoice Number	Account Number	Amount Due
5-947-96432	[redacted]	USD $23.05

Remittance Advice

Your payment is due by Oct 18, 2017

[redacted]

0051017 01 AB 0.400 **AUTO T2 2 1275 33351-476185 -C01-P51068-I1

GMS/ ARMSTRONG CDD
5385 N NOB HILL RD
SUNRISE FL 33351-4761

FedEx
P.O. Box 660481
DALLAS TX 75266-0481

B000175001 4352

1275-01-00-0051017-0002-011880

FedEx Express Shipment Detail By Payor Type (Original)

Ship Date: Sep 25, 2017 **Cust. Ref.:** Armstrong CDD **Ref.#2:**
Payor: Shipper **Ref.#3:**

- Fuel Surcharge - FedEx has applied a fuel surcharge of 5.00% to this shipment.
- Distance Based Pricing, Zone 2

		Sender	Recipient
Automation	INET		
Tracking ID	770336963883	Sarah Sweeting	Jessica Gibson
Service Type	FedEx Standard Overnight	GMS, LLC	Akerman LLP
Package Type	FedEx Envelope	475 W. Town Pl., Ste. 114	50 North Laura Street
Zone	02	SAINT AUGUSTINE FL 32092 US	JACKSONVILLE FL 32202 US
Packages	1		
Rated Weight	N/A		
Delivered	Sep 26, 2017 10:56		
Svc Area	A2	Transportation Charge	21.95
Signed by	D.TUBBS	Fuel Surcharge	1.10
FedEx Use	000000000/200/_	**Total Charge** USD	$23.05

Shipper Subtotal	**USD**	**$23.05**
Total FedEx Express	**USD**	**$23.05**

FedEx

Invoice Number	Invoice Date	Account Number
5-963-58835	Oct 17, 2017	[redacted]

Billing Address:
GMS/ ARMSTRONG CDD
5385 N NOB HILL RD
SUNRISE FL 33351-4761

Shipping Address:
GMS/ ARMSTRONG CDD
5385 N NOB HILL RD
SUNRISE FL 33351-4761

Invoice Questions?
Contact FedEx Revenue Services
Phone: (800) 622-1147
M-F 7 AM to 8 PM CST
Sa 7 AM to 6 PM CST
Fax: (800) 548-3020
Internet: www.fedex.com

Invoice Summary Oct 17, 2017

FedEx Express Services

Transportation Charges		33.00
Special Handling Charges		6.92
Total Charges	USD	$39.92
TOTAL THIS INVOICE	**USD**	**$39.92**

RECEIVED OCT 2 0 2017

Other discounts may apply.

Detailed descriptions of surcharges can be located at fedex.com

To ensure proper credit, please return this portion with your payment to FedEx. Please do not staple or fold. Please make check payable to FedEx.

☐ For change of address, check here and complete form on reverse side.

Invoice Number	Account Number	Amount Due
5-963-58835	[redacted]	USD $39.92

Remittance Advice

Your payment is due by Nov 01, 2017

[redacted]

0051238 01 AB 0.400 **AUTO T3 0 1289 33351-476185 -C01-P51289-I1

GMS/ ARMSTRONG CDD
5385 N NOB HILL RD
SUNRISE FL 33351-4761

FedEx
P.O. Box 660481
DALLAS TX 75266-0481

1289-01-00-0051238-0002-0118862

FedEx Express Shipment Detail By Payor Type (Original)

Ship Date: Oct 09, 2017 **Cust. Ref.:** Armstrong **Ref.#2:**
Payor: Shipper **Ref.#3:**

- Fuel Surcharge - FedEx has applied a fuel surcharge of 4.50% to this shipment.
- Distance Based Pricing, Zone 2

		Sender	Recipient		
Automation	INET				
Tracking ID	770448064090	Sarah Sweeting	Clayton Meng		
Service Type	FedEx 2Day	GMS, LLC	Clay County Administration Bui		
Package Type	FedEx Envelope	475 W. Town Pl., Ste. 114	477 Houston Street		
Zone	02	SAINT AUGUSTINE FL 32092 US	GREEN COVE SPRINGS FL 32043 US		
Packages	1				
Rated Weight	N/A				
Delivered	Oct 10, 2017 10:00	Transportation Charge			16.50
Svc Area	A5	DAS Comm			2.60
Signed by	K.MILLER	Fuel Surcharge			0.86
FedEx Use	000000000/1108/_	**Total Charge**		**USD**	**$19.96**

Ship Date: Oct 10, 2017 **Cust. Ref.:** Armstrong **Ref.#2:**
Payor: Shipper **Ref.#3:**

- Fuel Surcharge - FedEx has applied a fuel surcharge of 4.50% to this shipment.
- Distance Based Pricing, Zone 2

		Sender	Recipient		
Automation	INET				
Tracking ID	770457421690	Sarah Sweeting	Clayton Meng		
Service Type	FedEx 2Day	GMS, LLC	Clay County Administration Bui		
Package Type	FedEx Envelope	475 W. Town Pl., Ste. 114	477 Houston Street		
Zone	02	SAINT AUGUSTINE FL 32092 US	GREEN COVE SPRINGS FL 32043 US		
Packages	1				
Rated Weight	N/A				
Delivered	Oct 11, 2017 10:17	Transportation Charge			16.50
Svc Area	A5	DAS Comm			2.60
Signed by	K.MILLER	Fuel Surcharge			0.86
FedEx Use	000000000/1108/_	**Total Charge**		**USD**	**$19.96**

Shipper Subtotal	**USD**	**$39.92**
Total FedEx Express	**USD**	**$39.92**

HADDEN ENGINEERING, INC.
(904) 269-9999
POST OFFICE BOX 9509
FLEMING ISLAND, FL 32006

Recommend Payment by ACDD
2540
BGV 10/4/17

Invoice

DATE	INVOICE #
3/22/2017	5613

BILL TO
East West Partners ATTN: Dean G. Vincent, P.E./Sr. V.P. 14700 Village Sq Place Midlothean, VA 23112 dvincent@eastwestp.com

PERIOD COVERED
February 22 - March 21, 2017

PROJECT NO.	PROJECT
HEI-17002	Tynes Traffic Study

DESCRIPTION	HOURS	RATE	AMOUNT
ENGINEERING SERVICES REGARDING TYNES BOULEVARD EXTENSION SPEED LIMIT STUDY			
Engineering Services	5	150.00	750.00
ADDITIONAL SERVICES PER GHYABI & ASSOCIATES INVOICE (ATTACHED)		1,790.00	1,790.00

PLEASE REMIT - PAYMENT IS DUE UPON RECEIPT AND IS PAST DUE!	**Total**	**$2,540.00**

THANK YOU FOR YOUR BUSINESS!

GHYABI + ASSOCIATES

February 28, 2017
Project No: 003066.000
Invoice No: 120537

Hadden Engineering
P.O. Box 9509
Fleming Island, FL 32006-0030
Attn: Accounts Payable - Christine Bossinger

Tynes Blvd Extension Speed Limit Study

Client Contact: Linda Hadden
Client Email Contact: lindahadden@haddeneng.com

PAID 8/5/17 Ck # 2077 $2,590.00

Professional Services: February 1, 2017 through February 28, 2017

Professional Personnel

	Hours	Rate	Amount
Meetings			
Moore, Martha	4	190.00	760.00
		Meetings Total	760.00
Design Review			
Holder, Rod	8	105.00	840.00
Moore, Martha	1	190.00	190.00
		Design Review Total	1,030.00

Total this Invoice **1,790.00**

*Notes: Attended meeting on February 14th in Clay County with Dale Smith.

17002

HADDEN ENGINEERING, INC.

(904) 269-9999
POST OFFICE BOX 9509
FLEMING ISLAND, FL 32006

Recommend Payment by ACDO / TB
$ 2261.92
DCV 10/4/17

Invoice

DATE	INVOICE #
4/18/2017	5626

BILL TO
East West Partners ATTN: Dean G. Vincent, P.E./Sr. V.P. 14700 Village Sq Place Midlothean, VA 23112 dvincent@eastwestp.com

PERIOD COVERED
March 22 - April 17, 2017

PROJECT NO.	PROJECT
HEI-17002	Tynes Traffic Study

DESCRIPTION	HOURS	RATE	AMOUNT
ENGINEERING SERVICES REGARDING TYNES BOULEVARD EXTENSION SPEED LIMIT STUDY			
ADDITIONAL SERVICES PER SLF CONSULTING, INC. INVOICE (ATTACHED)		2,261.92	2,261.92

PLEASE REMIT - PAYMENT IS DUE UPON RECEIPT AND IS PAST DUE!	**Total**	**$2,261.92**

THANK YOU FOR YOUR BUSINESS!

SLF Consulting, Inc.
3517 Park Street
Jacksonville, FL 32205

904-591-8942

Invoice

Issued to:
Hadden Engineering
1590 Island Lane
Fleming Island, Fl 32003

Invoice Date: March 8, 2017
Invoice No. 2017-01
Term: 30 Days of Receipt

RE: Tynes Boulevard Construction
Speed Study

Services Performed

Assist in coordination with Clay on design of Tynes Boulevard

Research applicable FDOT standards for design of minor collector facility
Coordinate acquisition of Traffic Engineer to prepare requested Speed Study
Review draft speed study with Traffic Engineer (3 meetings)
Coordinate with Client to finalize recommendations/review subdivision plans
Attend meetings with County staff to finalize applicable design standards

16 hours @ $135 **$2,160.00**

Direct Expenses

Mileage to GCS (3x)	158 miles @ $ 0.56	**$88.48**
Mileage to Ghyabi (3x)	24 miles @ 0.56	**$13.44**

Total Due This Period	**$2,261.92**

Billed on Inv. 5626

net 30 days

Pd 3/24/17 Ck # 2057 $ 2,531.92

17009

HADDEN ENGINEERING, INC.

(904) 269-9999
POST OFFICE BOX 9509
FLEMING ISLAND, FL 32006

ARMSTRONG CDD
Recommend payment
of # 2500
DSV 10/4/17

Invoice

DATE	INVOICE #
9/27/2017	5680

BILL TO
~~East West Partners~~ ARMSTRONG CDD *
ATTN: Dean Vincent, P.E./Sr. V.P.
14700 Village Sq.Pl.Midlothean, VA 23112
rogera@eastwestp.com
dvincent@eastwestp.com

PERIOD COVERED IN BILLING
July 26 - September 26, 2017

PROJECT NO.	PROJECT
HEI-16016 Constr.	TYNES PHASE 1A

CONTRACT SERVICES	CONTRAC...	PRIOR AMT	PRIOR %	CURR %	TOTAL %	AMOUNT D...
TASK 6 - CONSTRUCTION PHASE SERVICES	100000.00			2.50%	2.50%	2,500.00
- Meet w/Dean re: 1A Construction Contract						
- Tynes 1A Pre-Con						
- Meet w/Vallencourt						
- Conv. w/Dean re: Construction Contract						
- Tynes 1A Docs to Dean & everyone		* Tasks 5 & 6 in TB 1A is within executed ESA with Hadden Engr.				

PAYMENT IS DUE FOR SERVICES RENDERED UPON RECEIPT	**Total**	$2,500.00

HADDEN ENGINEERING, INC.
(904) 269-9999
POST OFFICE BOX 9509
FLEMING ISLAND, FL 32006

Armstrong CDD
Recommend payment of $5,000
DGV 10/4/17

Invoice

DATE	INVOICE #
9/27/2017	5682

BILL TO
ARMSTRONG CDD c/o Dean Vincent, P.E./Sr. V.P. 14700 Village Sq Pl, Midlothean, VA 23112 dvincent@eastwestp.com

PERIOD COVERED IN BILLING
August 16 - September 26, 2017

PROJECT NO.	PROJECT
HEI-16021	Tynes Blvd Ph 1B&2

CONTRACT SERVICES	CONTRAC...	PRIOR AMT	PRIOR %	CURR %	TOTAL %	AMOUNT D...
Task 1 - Master Planning	10,000.00	10,000.00	100.00%	0.00%	100.00%	0.00
Task 2 - Survey Services						0.00
2A - Topographic, Boundary & Wetland Survey	17,500.00	17,500.00	100.00%	0.00%	100.00%	0.00
2B - Record Document	7,500.00	7,500.00	100.00%	0.00%	100.00%	0.00
2C - Right of Way Dedication Plats	11,250.00	11,250.00	100.00%	0.00%	100.00%	0.00
2D - Easements	5,500.00	5,500.00	100.00%	0.00%	100.00%	0.00
Environmental Services						0.00
3A - Phase II E.S.A.	6,000.00	6,000.00	100.00%	0.00%	100.00%	0.00
3B - Jurisdictional Lines	3,700.00	3,700.00	100.00%	0.00%	100.00%	0.00
3C - Joint Environmental Resource Permit (SJRWMD)	10,000.00			50.00%	50.00%	5,000.00
3D - Corps of Engineers Permit	8,100.00	8,100.00	100.00%	0.00%	100.00%	0.00
3E - Protected Wildlife Species Surveys	3,000.00	1,500.00	50.00%	0.00%	50.00%	0.00

PAYMENT IS DUE FOR SERVICES RENDERED UPON RECEIPT **Total**

HADDEN ENGINEERING, INC.
(904) 269-9999
POST OFFICE BOX 9509
FLEMING ISLAND, FL 32006

Invoice

DATE	INVOICE #
9/27/2017	5682

BILL TO
ARMSTRONG CDD c/o Dean Vincent, P.E./Sr. V.P. 14700 Village Sq Pl, Midlothean, VA 23112 dvincent@eastwestp.com

PERIOD COVERED IN BILLING
August 16 - September 26, 2017

PROJECT NO.	PROJECT
HEI-16021	Tynes Blvd Ph 1B&2

CONTRACT SERVICES	CONTRAC...	PRIOR AMT	PRIOR %	CURR %	TOTAL %	AMOUNT D...
Task 4 - Engineering, Construction and Bid Documents						0.00
4A - Horizontal Control	35,000.00	35,000.00	100.00%	0.00%	100.00%	0.00
4B - Drainage Plan	45,000.00	45,000.00	100.00%	0.00%	100.00%	0.00
4C - Grading Plan	25,000.00	25,000.00	100.00%	0.00%	100.00%	0.00
4D - Construction Details	8,000.00	6,000.00	75.00%	0.00%	75.00%	0.00
4E - Construction Specs	6,000.00	3,000.00	50.00%	0.00%	50.00%	0.00
4F - Geotechnical	20,000.00	20,000.00	100.00%	0.00%	100.00%	0.00
4G - Drainage Calculations	25,000.00	18,750.00	75.00%	0.00%	75.00%	0.00
4H - Water and Wastewater Utilities	20,000.00	20,000.00	100.00%	0.00%	100.00%	0.00
Task 5 - Permit Assistance						0.00
5A - Clay County Engineering	20,000.00	10,000.00	50.00%	0.00%	50.00%	0.00
5B - SJRWMD Permit	30,000.00	15,000.00	50.00%	0.00%	50.00%	0.00
5C - Submittal	5,000.00			0.00%	0.00%	0.00
TASK 6 - BIDDING	15,000.00	7,500.00	50.00%	0.00%	50.00%	0.00

PAYMENT IS DUE FOR SERVICES RENDERED UPON RECEIPT

Total $5,000.00

HADDEN ENGINEERING, INC.
(904) 269-9999
POST OFFICE BOX 9509
FLEMING ISLAND, FL 32006

ARMSTRONG CDD
Reconciled Payment
$ 356.63
DGV 10/4/17

Invoice

Invoice #: 5683
Invoice Date: 9/27/2017
Due Date: 9/27/2017

Project Number: HEI-16021

Bill To:
ARMSTRONG CDD
c/o Dean Vincent, P.E./Sr. V.P.
14700 Village Sq Pl, Midlothean, VA 23112
dvincent@eastwestp.com

Description	Amount
TYNES BLVD 1B/2	
Reimburseable expenses: Advanced Blueprint Services (4)	356.63

PAYMENT IS DUE FOR SERVICES RENDERED UPON RECEIPT

Total	$356.63
Payments/Credits	$0.00
Balance Due	$356.63

Advanced
BLUEPRINT SERVICE & SUPPLY

1031 Blanding Blvd. Suite 401
Orange Park, FL 32065

(904) 215-8743

Invoice

Date	Invoice #
9/7/2017	22404

Bill To
Hadden Engineering, Inc. P.O. Box 9509 Fleming Island, FL 32006-0030

P.O. No.	Terms
	Net 30

Quantity	Description	Rate	Amount
33	Plotted Bond 24 x 36	2.10	69.30T
66	Bond Copies 24 x 36	1.20	79.20T
	Tynes Blvd. 1B-2		
	Sales Tax	7.00%	10.40
	16021		

Thank you for your business.

Total $158.90

Advanced
BLUEPRINT SERVICE & SUPPLY

1031 Blanding Blvd. Suite 401
Orange Park, FL 32065

(904) 215-8743

Invoice

Date	Invoice #
9/6/2017	22400

Bill To
Hadden Engineering, Inc. P.O. Box 9509 Fleming Island, FL 32006-0030

P.O. No.	Terms
	Net 30

Quantity	Description	Rate	Amount
33	Plotted Bond 24 x 36 Tynes Blvd. 1B & 2	2.10	69.30T
	Sales Tax	7.00%	4.85
	16021		

Thank you for your business.

Total $74.15

Advanced
BLUEPRINT SERVICE & SUPPLY

1031 Blanding Blvd. Suite 401
Orange Park, FL 32065

(904) 215-8743

Invoice

Date	Invoice #
9/5/2017	22394

Bill To
Hadden Engineering, Inc. P.O. Box 9509 Fleming Island, FL 32006-0030

P.O. No.	Terms
	Net 30

Quantity	Description	Rate	Amount
2	Plotted Bond 24 x 36	2.10	4.20T
2	Bond Copies 24 x 36	1.20	2.40T
	Tynes Blvd. 1B		
	Sales Tax	7.00%	0.46

Thank you for your business.

Total $7.06

16021

Advanced
BLUEPRINT SERVICE & SUPPLY

1031 Blanding Blvd. Suite 401
Orange Park, FL 32065

(904) 215-8743

Invoice

Date	Invoice #
8/17/2017	22341

Bill To
Hadden Engineering, Inc. P.O. Box 9509 Fleming Island, FL 32006-0030

P.O. No.	Terms
	Net 30

Quantity	Description	Rate	Amount
33	Plotted Bond 24 x 36	2.10	69.30T
33	Bond Copies 24 x 36	1.20	39.60T
	Tynes Blvd. 1B-2		
	Sales Tax	7.00%	7.62
	16021		

Thank you for your business.

Total $116.52

HADDEN ENGINEERING, INC.
(904) 269-9999
POST OFFICE BOX 9509
FLEMING ISLAND, FL 32006

Recommend Payment
by ACDO
Dev 10/4/17
$ 11,650

Invoice

DATE	INVOICE #
9/27/2017	5684

BILL TO
East West Partners ATTN: Dean G. Vincent, P.E./Sr. V.P. 14700 Village Square Place Midlothean, VA 23112 dvincent@eastwestp.com

PERIOD COVERED
May 14 - September 26, 2017

PROJECT NO.	PROJECT
HEI-17012	Tynes Intersection ...

DESCRIPTION	HOURS	RATE	AMOUNT
TYNES INTERSECTION SIGNALIZATION			
Engineering Services	21	150.00	3,150.00
- Tynes Signalization Plan w/Yaffee			
- Tynes 1A Traffic Design @ Oakleaf w/ Peters & Yaffee			
- Armstrong Traffic Study w/Peters & Yaffee			
- Tynes/Oakleaf Intersection - Meet @ County			
Reimburseable expense: Peters & Yaffee Traffic Signal Design		8,500.00	8,500.00

PAYMENT IS DUE FOR SERVICES RENDERED UPON RECEIPT	**Total**	**$11,650.00**

THANK YOU FOR YOUR BUSINESS!

peters yaffee
TRANSPORTATION & TRAFFIC ENGINEERING

Peters and Yaffee, Inc.
9822 Tapestry Park Circle
Suite 205
Jacksonville, FL 32246
904-265-0751

Hadden Engineering
Keith Hadden
PO Box 9509
Fleming Island, FL 32006

Invoice number 1053
Date 09/06/2017

Project 17-010 CLAY COUNTY OAKLEAF
AT TYNE SIGNALIZATION - HADDEN

Description		Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Traffic Signal Design		8,500.00	100.00	0.00	8,500.00	8,500.00
	Total	8,500.00	100.00	0.00	8,500.00	8,500.00

Invoice total 8,500.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
1053	09/06/2017	8,500.00	8,500.00				
	Total	8,500.00	8,500.00	0.00	0.00	0.00	0.00

Approved by:

Russell Yaffee
Sr. Traffic Engineer

It is a pleasure working with you!

Hopping Green & Sams
Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

========== STATEMENT ==========

September 29, 2017

Armstrong Community Development District
c/o GMS, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 96317
Billed through 08/31/2017

Tynes Boulevard
ARMCDD 00104 KSB

FOR PROFESSIONAL SERVICES RENDERED

08/01/17	KSB	Update project administrator agreement.	0.50 hrs
08/03/17	KSB	Prepare construction contracts for Phase 1A and Phase 1B/2 of Tynes Boulevard Extension.	1.20 hrs
08/04/17	KSB	Confer with Donchez.	0.20 hrs
08/08/17	KSB	Confirm no notice of protests.	0.30 hrs
08/18/17	KSB	Prepare EJCDC agreement and related correspondence to Vincent.	1.60 hrs
08/25/17	KSB	Review mitigation credit agreement.	0.20 hrs
08/30/17	KSB	Review mitigation agreement; prepare resolution regarding surface water management system; finalize CEI agreement; confer with district manager.	1.90 hrs
08/31/17	KEM	Confer with district manager regarding engineering inspection services agreement.	0.10 hrs

Total fees for this matter $1,517.00

MATTER SUMMARY

Ibarra, Katherine E. - Paralegal	0.10 hrs	125 /hr	$12.50
Buchanan, Katie S.	5.90 hrs	255 /hr	$1,504.50
TOTAL FEES			$1,517.00
TOTAL CHARGES FOR THIS MATTER			**$1,517.00**

BILLING SUMMARY

Ibarra, Katherine E. - Paralegal	0.10 hrs	125 /hr	$12.50
Buchanan, Katie S.	5.90 hrs	255 /hr	$1,504.50

TOTAL FEES	$1,517.00
TOTAL CHARGES FOR THIS BILL	**$1,517.00**

Please include the bill number on your check.

Armstrong

Community Development District
Tynes Blvd. Construction Project

Funding Request #11
December 6, 2017

	PAYEE		Construction
1	**Hadden Engineering, Inc.** Inv# 5691 - Tasks 1-6 (Oct 17)	$	3,131.98
2	**Hopping, Green & Sams** Inv# 96739 - Tynes Boulevard (Sep 17)	$	1,581.00
	TOTAL	***$***	***4,712.98***

1/6

HADDEN ENGINEERING, INC.

(904) 269-9999
POST OFFICE BOX 9509
FLEMING ISLAND, FL 32006

Invoice

DATE	INVOICE #
10/25/2017	5691

BILL TO
ARMSTRONG CDD c/o Dean Vincent, P.E./Sr. V.P. 14700 Village Sq Pl, Midlothean, VA 23112 dvincent@eastwestp.com

PERIOD COVERED IN BILLING
September 27 - October 24, 2017

PROJECT NO.	PROJECT
HEI-16021	Tynes Blvd Ph 1B&2

CONTRACT SERVICES	CONTRAC...	PRIOR AMT	PRIOR %	CURR %	TOTAL %	AMOUNT D...
Task 1 - Master Planning	10,000.00	10,000.00	100.00%	0.00%	100.00%	0.00
Task 2 - Survey Services						0.00
2A - Topographic, Boundary & Wetland Survey	17,500.00	17,500.00	100.00%	0.00%	100.00%	0.00
2B - Record Document	7,500.00	7,500.00	100.00%	0.00%	100.00%	0.00
2C - Right of Way Dedication Plats	11,250.00	11,250.00	100.00%	0.00%	100.00%	0.00
2D - Easements	5,500.00	5,500.00	100.00%	0.00%	100.00%	0.00
Environmental Services						0.00
3A - Phase II E.S.A.	6,000.00	6,000.00	100.00%	0.00%	100.00%	0.00
3B - Jurisdictional Lines	3,700.00	3,700.00	100.00%	0.00%	100.00%	0.00
3C - Joint Environmental Resource Permit (SJRWMD)	10,000.00	5,000.00	50.00%	25.00%	75.00%	2,500.00
3D - Corps of Engineers Permit	8,100.00	8,100.00	100.00%	0.00%	100.00%	0.00
3E - Protected Wildlife Species Surveys	3,000.00	1,500.00	50.00%	0.00%	50.00%	0.00
Task 4 - Engineering, Construction and Bid Documents						0.00

PAYMENT IS DUE FOR SERVICES RENDERED UPON RECEIPT	**Total**

2/6

HADDEN ENGINEERING, INC.

(904) 269-9999
POST OFFICE BOX 9509
FLEMING ISLAND, FL 32006

Invoice

DATE	INVOICE #
10/25/2017	5691

BILL TO
ARMSTRONG CDD c/o Dean Vincent, P.E./Sr. V.P. 14700 Village Sq Pl, Midlothean, VA 23112 dvincent@eastwestp.com

PERIOD COVERED IN BILLING
September 27 - October 24, 2017

PROJECT NO.	PROJECT
HEI-16021	Tynes Blvd Ph 1B&2

CONTRACT SERVICES	CONTRAC...	PRIOR AMT	PRIOR %	CURR %	TOTAL %	AMOUNT D...
4A - Horizontal Control	35,000.00	35,000.00	100.00%	0.00%	100.00%	0.00
4B - Drainage Plan	45,000.00	45,000.00	100.00%	0.00%	100.00%	0.00
4C - Grading Plan	25,000.00	25,000.00	100.00%	0.00%	100.00%	0.00
4D - Construction Details	8,000.00	6,000.00	75.00%	0.00%	75.00%	0.00
4E - Construction Specifications	6,000.00	3,000.00	50.00%	0.00%	50.00%	0.00
4F - Geotechnical	20,000.00	20,000.00	100.00%	0.00%	100.00%	0.00
4G - Drainage Calculations	25,000.00	18,750.00	75.00%	0.00%	75.00%	0.00
4H - Water and Wastewater Utilities	20,000.00	20,000.00	100.00%	0.00%	100.00%	0.00
Task 5 - Permit Assistance						0.00
5A - Clay County Engineering Dept.	20,000.00	10,000.00	50.00%	0.00%	50.00%	0.00
5B - SJRWMD Permit	30,000.00	15,000.00	50.00%	0.00%	50.00%	0.00
5C - Submittal	5,000.00			0.00%	0.00%	0.00
TASK 6 - BIDDING	15,000.00	7,500.00	50.00%	0.00%	50.00%	0.00
Task 8 - Miscellaneous Services - as Requested at Standard Hourly Rates	0.00					0.00

PAYMENT IS DUE FOR SERVICES RENDERED UPON RECEIPT	**Total**	$2,500.00

Reimbursable expense 631.98
$3131.98
Recommend payment DGV 11/1/17

3/6

HADDEN ENGINEERING, INC.
(904) 269-9999
POST OFFICE BOX 9509
FLEMING ISLAND, FL 32006

Invoice

Invoice #: 5691-REIMB
Invoice Date: 10/25/2017
Due Date: 10/25/2017

Project Number: HEI-16021

Bill To:
ARMSTRONG CDD
c/o Dean Vincent, P.E./Sr. V.P.
14700 Village Sq Pl, Midlothean, VA 23112
dvincent@eastwestp.com

Description	Amount
TYNES BLVD PHASE 1B&2:	
REIMBURSABLE EXPENSES: Eiland & Associates Inv. 44205 Advanced Blueprint Inv. 22173 Advanced Blueprint Inv. 22476	315.99

Total	$315.99
Payments/Credits	$0.00
Balance Due	$315.99

4/6

Eiland & Associates, Inc.

615 Blanding Boulevard
Orange Park, FL 32073-6312
Ph. (904) 272-1000 Fax (904) 272-5443

Invoice To:
Hadden Engineering, Inc. P.O. Box 9509 Fleming Island, FL 32006
Phone: 904-269-9999

Date	Invoice #
8/11/2017	44205

Map #	Job #
	39218B

Terms
Due on receipt

PROFESSIONAL SERVICES RENDERED	Amount
Ordered By: Keith Hadden @ 868-7057	
Clay County Plat Recording Fee ~ Tynes Boulevard Phase II {Plat Book 59:39-43}	90.00

Please include Invoice # on your check-Thank You!

Total	$90.00
Payments/Credits	$0.00
Balance Due	$90.00

Payments not received within 30 days from invoice date are subject to a finance charge of 1.5% per month.
Payments not received within 90 days from invoice date are subject to a lien being filed on the above captioned property.

16021

5/6

Advanced BLUEPRINT SERVICE & SUPPLY

1031 Blanding Blvd. Suite 401
Orange Park, FL 32065

(904) 215-8743

Invoice

Date	Invoice #
6/29/2017	22173

Bill To
Hadden Engineering, Inc. P.O. Box 9509 Fleming Island, FL 32006-0030

P.O. No.	Terms
16021	Net 30

Quantity	Description	Rate	Amount
33	Plotted Bond 24 x 36	2.10	69.30T
99	Bond Copies 24 x 36 Tynes 1B-2	1.20	118.80T
		7.00%	13.17
	Thank you for your business.	**Total**	$201.27

6/6

Advanced
BLUEPRINT SERVICE & SUPPLY

1031 Blanding Blvd. Suite 401
Orange Park, FL 32065

(904) 215-8743

Invoice

Date	Invoice #
10/9/2017	22476

Bill To
Hadden Engineering, Inc. P.O. Box 9509 Fleming Island, FL 32006-0030

P.O. No.	Terms
	Net 30

Quantity	Description	Rate	Amount
11	Plotted Bond 24 x 36 Tynes 1B	2.10	23.10T

Tax 1.62

TOTAL $ 24.72

Hopping Green & Sams
Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

RECEIVED NOV 16 2017

========== STATEMENT ==========

October 31, 2017

Armstrong Community Development District
c/o GMS, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 96739
Billed through 09/30/2017

RECEIVED
NOV 02 2017
BY:

Tynes Boulevard
ARMCDD 00104 KSB

FOR PROFESSIONAL SERVICES RENDERED

09/01/17	KSB	Prepare EJCDC agreement; confer with Vincent regarding same; follow up with district manager regarding outstanding agreements.	1.40 hrs
09/06/17	KSB	Finalize Tynes Boulevard 1A contract.	0.50 hrs
09/07/17	KEM	Confer with Vincent regarding notice to proceed; prepare cost share and funding agreements.	0.60 hrs
09/21/17	SSW	Prepare draft hold harmless agreement regarding costs under interlocal agreement.	1.60 hrs
09/22/17	KSB	Review matters relating to payment and performance bonds.	0.30 hrs
09/29/17	SSW	Prepare hold harmless agreement regarding interlocal agreement for Tynes Boulevard extension.	2.60 hrs
	Total fees for this matter		$1,581.00

MATTER SUMMARY

Ibarra, Katherine E. - Paralegal	0.60 hrs	125 /hr	$75.00
Buchanan, Katie S.	2.20 hrs	255 /hr	$561.00
Warren, Sarah S.	4.20 hrs	225 /hr	$945.00
TOTAL FEES			$1,581.00
TOTAL CHARGES FOR THIS MATTER			**$1,581.00**

BILLING SUMMARY

Ibarra, Katherine E. - Paralegal	0.60 hrs	125 /hr	$75.00
Buchanan, Katie S.	2.20 hrs	255 /hr	$561.00
Warren, Sarah S.	4.20 hrs	225 /hr	$945.00
TOTAL FEES			$1,581.00

TOTAL CHARGES FOR THIS BILL	**$1,581.00**

Please include the bill number on your check.