

Minutes of Meeting  
Armstrong Community Development District

The regular meeting of the Board of Supervisors of the Armstrong Community Development District was held Thursday, April 4, 2019 at 3:30 p.m. at the Plantation Oaks Amenity, 845 Oakleaf Plantation Parkway, Orange Park, Florida.

Present and constituting a quorum were:

Mike Taylor	Chairman
Grady Miars	Vice Chairperson (by telephone)
Liam O'Reilly	Supervisor (by telephone)
Blake Weatherly	Supervisor
Rose Bock	Supervisor

Also present were:

James Perry	District Manager
Katie Buchanan	District Counsel (by telephone)
Keith Hadden	District Engineer
Jim Proctor	Tree Amigos

**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 March 6, 2019 Meeting**

Mr. Taylor made a few amendments to the minutes, which will be reflected in the final document.

On MOTION by Mr. Taylor seconded by Ms. Bock with all in favor the minutes of the March 6, 2019 meeting were approved as amended.
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**FOURTH ORDER OF BUSINESS**

**Consideration of Landscape Proposal Scope,  
Criteria and Format for Tynes  
Boulevard/Amenity Center/Parks**

Ms. Buchanan stated the proposed evaluation criteria is: completeness of proposal 5 points, experience 20 points, qualifications of key personnel 20 points, machinery, equipment and manpower 20 points, references 10 points and cost 25 points with 50% based on the formula of low cost compared to the other bids and 10 points allocated to reasonableness of the pricing.

We do anticipate that the notice will be published next week with a pre-proposal conference on April 16<sup>th</sup> and then we would anticipate opening proposals on April 24<sup>th</sup> to allow the board to make an award at its meeting.

On MOTION by Mr. Taylor seconded by Mr. Weatherly with all in favor the RFP for landscape for Tynes Boulevard/amenity center and Parks was approved and staff was authorized to proceed with the request for proposal package and Supervisor O'Reilly was authorized to work with staff to finalize the RFP package.

Mr. Hadden stated I know the landscape contract is going to be for the amenity center and 1A. Are you going to write it so we can expand that for 1B and 2 also?

Mr. O'Reilly stated for the moment it is not simply because we were not sure of the timing.

Mr. Hadden stated I understand that I was thinking if, would it be legal since 1B and 2 is under the Armstrong CDD board if whenever that work gets finished we could use the same linear cost, projection or whatever?

Mr. O'Reilly stated what I would do is give them a map that is associated with the RFP that requires the vendors to provide pricing for just Tynes 1A right of way so we would be able to extrapolate a per linear foot cost that would allow future phases of Tynes to be added and it would also allow the ability to do any cost sharing with the neighboring CDD or the neighboring property owners.

Mr. Hadden stated I have the landscape plan and the irrigation plan. I have separated those to where I can quantify the trees and grass and irrigation that was within Armstrong and the same that is within South Village. That would be good just so we can use the same landscape company to do that.

Mr. O'Reilly stated we would most likely ask them to honor their unit pricing and just add it onto the contract at the time it is ready.

Mr. Taylor asked does the landscape proposal include the area from Oakleaf to Plantation to the Greyhawk boundary line?

Mr. O'Reilly responded yes. I have had preliminary talks with the adjacent property owner and they have verbally confirmed that they do want to cost share on a prorated basis for the landscape and maintenance between the subdivision boundary and Oakleaf Plantation Parkway. Once we get the vendor selected what I can probably do is ask for Katie and staff to draft up the full cost sharing agreement with that property owner and potentially the South Village CDD on the other end. We would just cross that bridge once we get the pricing.

Mr. Taylor asked how much of the area at the intersection of Tynes Boulevard and Oakleaf this covers? Is it right of way to right of way or does it go down Oakleaf Plantation a little bit to frame the entrance?

Mr. O'Reilly stated it would just be the Tynes Boulevard right of way. I can confirm that maybe with the engineer that any kind of odd corners or something that the CDD would need to include we could make sure we touch everything.

Mr. Hadden stated Middle Village, which has the parkway has been very receptive to everything you ask so if wanted to put additional landscaping in, there is irrigation there for it now and power so if we wanted to add new stuff I don't think they would have a problem with us putting in landscaping to beautify that edge.

Mr. Taylor stated before coming to the meeting it looked a little barren.

Mr. Hadden stated right now there is stuff that we are putting in as part of Tynes 1A, has not been put in yet because we are waiting for Clay Electric to replace two poles and they have asked us to hold off. There are two median light poles they are going to replace and when they are finished then we are going to finish the landscaping in the areas there.

Mr. Taylor stated I noticed some silt fence all the way down Tynes Boulevard outside the right of way. Is this going to include in the scope to remove that?

Mr. Hadden stated as soon as the grass has established well and as soon as the county signs off on 1A we are going to have all the silt fence taken out.

Mr. Taylor stated it is not part of this scope.

Mr. Hadden responded no.

**FIFTH ORDER OF BUSINESS**

**Consideration of Agreement from Micamy Design Studio for Interior Design and FF&E**

Mr. Perry stated included in your agenda package was the proposal and I provided the board a copy of the proposed draft agreement.

Ms. Buchanan stated by way of background I did use this form of agreement because it is similar to the one this company will be receiving -----. It does include a not to exceed amount, which I believe matches the proposal of \$92,763 and it requires a completion, certain termination provisions, ownership of documents, insurance coverage the same sort of language we would put in and we will attach Exhibit A, the proposal, with the understanding that if there are any conflicts our form of agreement will take priority over their language.

Mr. Taylor asked can you explain section 25 it talks about public entity crimes.

Ms. Buchanan stated these are just requirements that we generally include in our construction contracts and although it is not construction it is a capital expense.

Mr. Taylor moved to approve the agreement with Micamy Design Studio for interior design and FF&E and to authorize the chairman to execute the agreement and Mr. Weatherly seconded the motion.

Mr. Perry stated just for clarification because the proposal wasn't real clear, they talk about a budget and so forth. This is inclusive of the furniture and fixtures.

Mr. Taylor stated yes, not to exceed \$95,000.

On voice vote with all in favor the motion passed.

**SIXTH ORDER OF BUSINESS**

**Consideration of Proposal for Fitness Equipment**

- A. Updated Proposal from Sofitco – Includes First Year of Service/Maintenance (no additional cost)**
- B. Revised Lease Quote with Adjusted Terms**
- C. Warranty Provided for Cardio and Strength Equipment**
- D. Sample of Lease**

Mr. Perry stated included in your agenda package is the proposal, revised lease quote with adjusted terms and they provide three options, the warranty and a copy of the lease itself.

Mr. Taylor asked Liam, did you deal with John on this proposal directly? Have you had any conversations regarding the equipment or was that Kern?

Mr. O'Reilly stated that was Kern. He did a pretty exhaustive negotiation with this vendor. They actually gave him quite a bit of break on the equipment and also I believe the lease term improved as well to come down a little bit because we had better pricing from a different vendor and they were willing to match that.

Mr. Taylor stated the only question for board members and staff is we did get some improvement on the lease terms from what I remember we got a 60 month option, 48 month option and a 36 month option. Are there any comments or suggestions on the length of term?

Mr. Weatherly asked is there a difference in the interest rate for the options?

Mr. O'Reilly stated the interest is lower for the 36 month option and decreases accordingly up to 60?

Mr. Taylor asked do you know what the rates are?

Mr. O'Reilly stated not off the top of my head but I want to say the 36 month and 48 month were maybe 8% and 10% respectively somewhere in there and the 60 was probably well over 13%. I suggest the 48 month lease because five years is a long time for equipment use, wear and tear.

Ms. Bock stated I think that is a good choice.

On MOTION by Ms. Bock seconded by Mr. Weatherly with all in favor the updated proposal for the fitness equipment with the 48-month term was approved.

On MOTION by Mr. Taylor seconded by Ms. Bock with all in favor the chairman was authorized to negotiate the agreement with the vendor.

## **SEVENTH ORDER OF BUSINESS**

### **Discussion of Services for Pond Maintenance**

Mr. O'Reilly stated I really just wanted to make a motion to authorize the chair or myself to work with staff to get some RFP language out to bid the lake maintenance services. All the forms are pretty standard that we can choose from another CDD that is a basic scope of work and there are several ponds onsite that need monthly maintenance.

Mr. Taylor stated I think it is well served, the ponds need some attention not only from a landscape maintenance standpoint but from a treatment standpoint. Also I would ask that we get

with the builders that have homes adjacent to the lake because it looks like they are not putting up silt fence and there has been some washouts. We need to get them to correct that.

Mr. O'Reilly stated I have already done that. There are some areas the CDD is responsible for and some areas it is the builders. I have a contractor onsite working with each of the builders to fix their respective areas.

On MOTION by Mr. O'Reilly seconded by Mr. Taylor with all in favor staff was authorized to prepare an RFP for pond maintenance.

#### **EIGHTH ORDER OF BUSINESS**

#### **Ratification/Consideration of Requisitions**

Mr. Perry stated you have a list of the requisitions in your agenda package. The ones we are looking for approval by the board are no. 44 with Hadden Engineering then 56-59. All the others have been taken care of in prior meetings and approvals by the board. The reason 44 is there is it was pulled out of one of the previous meetings and held up.

On MOTION by Mr. Taylor seconded by Mr. Weatherly with all in favor requisitions 44 and 56-59 were approved.

#### **NINTH ORDER OF BUSINESS**

#### **Staff Reports**

##### **A. District Counsel**

Ms. Buchanan stated I have one item I wanted to bring to the board's attention. In conversations with the project administrator I understand that the district is soon going to be in a position where it is looking for pricing on sitework for Phase 2 and I would like to authorize staff to work with Supervisor O'Reilly to put together a request for proposal for the sitework in Phase 2, using the same criteria and package in substantial form that we used previously.

Mr. Taylor asked is it limited to Phase 2 or Phases 2 and 3?

Ms. Buchanan stated probably Phases 2 and 3.

Mr. O'Reilly stated I think what we would do is give two options, the first option would be Phase 2 only and the second option would be Phases 2 and 3 together. That way it gives the board flexibility to issue Phase 2 only or both of them.

On MOTION by Mr. Taylor seconded by Ms. Bock with all in favor staff was authorized to work with Supervisor O'Reilly to prepare a request for proposal for sitework for Phase 2 only and Phases 2 and 3 together.

**B. District Engineer**

Mr. Hadden stated at the last meeting I was asked for updates on Dream Finders on when they are doing Eagle Landing 5B and we had the preconstruction meeting yesterday with the county and today with CCUA. They are going to start work Monday on the construction of 5B. That will connect from the existing Eagle Landing dead end road and utilities and over to your Phase 2 road and utilities. Not knowing what your schedule is but obviously you will be a couple months behind 5B and that should be a nine-month construction period for 5B. I will coordinate with Liam and Nick about do we want to connect pond 27 when we are building 5B or not.

Mr. O'Reilly stated ETM has gotten comments back from the water management district. The pond is halfway completed to Tynes, which is one permit, Dream Finders has another permit and we are submitting for a third permit. I have asked ETM and provided them the agreement that was previously executed with Dream Finders and they are going to be responding back to the district accordingly. Depending on the feedback that they get from the district I will ask them to circle back to you directly to see if there is anything in there where we can excavate our pond maybe a little bit early that makes financial sense. We are just not sure yet.

Mr. Hadden asked do you know who the reviewer at the district is?

Mr. O'Reilly responded no, I don't.

Mr. Hadden stated I permitted 27 as far as 1B with Everett and all of 5B and 5A with Everett and explained to him they were going to be tied together in the future because Everett had approved all the Armstrong stuff years ago in our master plan and it initially went down to Palatka but I called over there and got it rerouted back to Everett.

Mr. O'Reilly asked do you mind contacting Scott Wild at ETM and coordinate with them?

Mr. Hadden stated they have not reached out to me and I will contact him.

**C. District Manager – Discussion of Meeting Dates for Remainder of Fiscal Year 2019**

Mr. Perry stated in your package is the revised meeting schedule for the rest of the year. There were some conflicts with holidays and availability of the building.

On MOTION by Mr. Taylor seconded by Mr. Weatherly with all in favor the revised meeting schedule for the balance of the fiscal year was approved.

Mr. Perry stated I have given you a letter from the county in regard to roadways within the Greyhawk subdivisions and basically it is all the new construction is putting developers and landowners on notice that there will probably be a special taxing district eventually formed for roadways.

Ms. Buchanan stated Phase 1 was the last one in.

Mr. Taylor asked are Phases 2 and 3 subject to this letter?

Mr. Perry responded yes.

Mr. O'Reilly asked is it an option for the CDD to step in and develop the roads and handle maintenance in lieu of the county overlaying an MSTU?

Ms. Buchanan stated I believe that is being done at ----- Lakes. The one thing we would need to consider if that is the case we would have some assessment issues because Phases 2 and 3 would potentially have an additional level of assessments relating to the long-term maintenance of the roads but Phase 1 wouldn't.

Mr. O'Reilly stated I would think the CDD could approach the county and say some of the phases would be in today's MSTU, we would have to retroactively go back and the CDD would ----- the Phase 1 roads as well as Phases 2 and 3 shared equally among the residents.

Ms. Buchanan stated I have district's that own the roads.

Mr. O'Reilly stated it is too early now but I think that is something the board needs to consider because the CDD could probably maintain and manage the roads much cheaper than the county if they had to.

Mr. Perry stated it is a matter of discussion for budget.

#### **D. Tynes Boulevard Project Administrator**

Mr. Hadden stated everything is going well, we should have most everything finished in the June/July timeframe. It is on schedule. We have contractors put on hold waiting for Clay Electric to put in their lines. As soon as they get finished we will go back and do the sidewalks, landscaping and irrigation.



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

Mr. O'Reilly stated in the interim while we are waiting to get bids back and the time it takes to select the landscape vendor I have reached out to the adjacent community's landscape company, Tree Amigos, and I would like to get authorization to engage them to mow and maintain both Tynes and the amenity pond bank and other landscaping in the interim until we get the permanent vendor on board.

Mr. Proctor stated we would be happy to step in and maintain it until you get a vendor and we would like to be included in the opportunity to be the vendor going forward as well. The main reason for being here today is in addition to mowing there is the timing that is coming up until that vendor is selected is pretty critical to landscaping regarding to the timing of certain pesticides and pre-emergents. The biggest one is insecticide for chinch bugs. You have to hit that at the end of April beginning of May and that sets you up for success for the rest of the year. We wanted to make sure that was understood by the board and also there is a disease in the St. Augustine brown patch right now that is typical this time of year as far as wetness goes but it can go away with the dry weather. Brown patch will kill grass eventually if you don't take care of it. We would like to propose that we take care of both of those things along with getting the grass a good cleaning too. We would like to mow it but we would also like to take care of those three services as well, especially along Royal Pines Drive and the pond banks and stuff are Bahia and don't need much but mowing but Royal Pines Drive needs to look good to sell property.

Mr. Taylor asked Tynes Boulevard and Royal Pines is not part of the county agreement to maintain. Plus it wasn't included in the Tynes Boulevard contract, that was just irrigation and sod.

Mr. Hadden stated yes, the design and installation was included but not the maintenance. In theory because it is a county road and the county will maintain it but they will do a mowing once a year but that is not what you want. That is why the owner of the commercial area said they will work with you. We split up the irrigation systems where the majority of Greyhawk is under one irrigation station and a majority of the commercial is under a another just from the standpoint of paying the water bill.

Ms. Buchanan stated I think we would want some reassurance from the county that, that is the intent.

Mr. Taylor stated we would like to get the county's confirmation that is the intent, for them to maintain it or the district to maintain it. The interlocal agreement Katie is referring to needs some clarification.

Ms. Buchanan stated yes, I don't feel like it was quite as specific on the maintenance plan.

Mr. Hadden stated I will see what I can find out.

Ms. Buchanan asked do we want to ask the question or do we just want to proceed as if the county is going to maintain it? If we ask the question we may get the answer we don't want but I would still like the county's response.

Mr. Proctor stated I would say that the current condition it is in the county is not going to maintain it.

Mr. Taylor stated I recommend that we get this next month taken care of by supplemental contract but as we go forward with the RFP process and awarding the permanent maintenance contract I would like to get some clarification.

Mr. Hadden stated okay, Katie, I think you are correct, if we ask Dale or Fran if the county is going to maintain the road I'm sure they will say no unless you or Dean can prove to Fran that there is language in the interlocal that mandates the county maintain or pay for the maintenance.

Ms. Buchanan stated I don't think most counties are in the business of maintaining any landscaping in the right of way.

Mr. Taylor stated our action item at this point is to discuss entering into an interim maintenance agreement.

Mr. Perry stated yes with Tree Amigos.

Mr. O'Reilly stated I would like authorization to work with staff to get a one-month agreement in place for maintenance that could renewed every month until a permanent contractor is under contract and I can separate out Tynes Boulevard and the onsite ponds for example so that way if there any reimbursements that need to occur with adjacent property owners we have the ability to do that in the future but if we don't get approval to get someone on board today the landscaping quality will suffer more over the next month.

Mr. Perry asked do you have a not to exceed amount? I know it will be front loaded due to the spraying and stuff.

Mr. Proctor stated I have a price for three months of maintenance based on our discussions of prorating the amount at the end of that depending on whether it needed to go longer or shorter.

I was not aware of the two ponds on Tynes that needed to be included and I would like to go back and revisit that. I do have a crew available and waiting to do the maintenance as soon as tomorrow if need be and I will get that pricing back to you no later than tomorrow morning.

Mr. Perry stated you probably have a good idea and we are not holding you to the exact pricing but could we have an amount not to exceed just to have some parameters.

Mr. Proctor stated we are looking at somewhere between \$12,000 and \$15,000 for three months and that is without the ponds.

Mr. Hadden stated we need it just to the roundabout.

Mr. Taylor stated for the record we have received a proposal from Tree Amigos for three months itemized unit quantities, monthly services

<p>On MOTION by Mr. O'Reilly seconded by Ms. Bock with all in favor Supervisor O'Reilly was authorized to work with staff to finalize an agreement with Tree Amigos as outlined in the proposal referenced above for maintenance on a temporary basis until a permanent maintenance company is under contract.</p>
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Mr. Taylor asked does anybody know what is going on with the rezoning signs I see?

Mr. Hadden stated that is on the commercial portion and it is in some PUD right now and it may be rezoned to PUD but they still have to go through the hoops. It still cannot go above any of the maximum densities, the 500 apartments and so much commercial and that kind of thing. When the Armstrong tract was bought and put into SWFWMD the county believes that the site plan that was put in at that time was concrete and can't be changed so the county is having East West Partners, Armstrong Ventures or whoever rezone it. Now it says so many acres of multi-family, so many acres of commercial, so many acres of mixed use.

Mr. Taylor stated that is giving the owner of that land the ability to master plan differently than what was on there and they will accept it.

Mr. Hadden stated yes. The usage didn't change.

#### **ELEVENTH ORDER OF BUSINESS**

#### **Financial Statements as of February 28, 2019**

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

**TWELFTH ORDER OF BUSINESS**

**Ratification of Funding Request No. 32  
(General Fund)**

On MOTION by Mr. Taylor seconded by Mr. Weatherly with all in favor funding request no. 32 in the amount of \$10,530.20 from the general was ratified.

**THIRTEENTH ORDER OF BUSINESS**

**Ratification of Funding Request No. 30  
(Construction Fund)**

On MOTION by Mr. Taylor seconded by Ms. Bock with all in favor funding request no. 30 in the amount of \$188,382.87 from the construction fund was ratified.

**FOURTEENTH ORDER OF BUSINESS**

**Next Scheduled Meeting – 05/02/19 at 3:30  
p.m. at the Plantation Oaks Amenity Center**

Mr. Perry stated our next scheduled meeting is May 2, 2019 at 3:30 at this location.

On MOTION by Ms. Bock seconded by Mr. Weatherly with all in favor the meeting adjourned at 4:15 p.m.

  
Secretary/Assistant Secretary

  
Chairperson/Vice Chairperson