

***ARMSTRONG***  
*Community Development District*

***NOVEMBER 14, 2019***

# Armstrong

## Community Development District

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

November 7, 2019

Board of Supervisors  
Armstrong Community  
Development District

Dear Board Members:

The Board of Supervisors Meeting of the Armstrong Community Development District will be held Thursday, November 14, 2019 at 3:30 p.m. at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida, 32065. Following is the advance agenda for this meeting:

- I. Roll Call
- II. Public Comment
- III. Affidavit of Publication
- IV. Approval of the Minutes of the October 10, 2019 Meeting
- V. Public Hearing Adopting Amenity Facility Policies, Amenity Rates and Disciplinary Operations, Resolution 2020-02
- VI. Consideration of Resolution 2020-03, Ratifying the Sale of Bonds
- VII. Consideration of Amended Disclosure of Public Financing
- VIII. Consideration of Resolution 2020-04, Setting a Public Hearing Date to Adopt the Revised Rules of Procedure
- IX. Consideration of First Amendment to Hold Harmless Agreement
- X. Consideration of Road Impact Fee Credit Agreement with Clay County for Tynes Boulevard Phase 2 and Assignment of Impact Fee Credit Agreement to WB Investment Company
- XI. Consideration of Road Impact Fee Credit Agreement with Clay County for Tynes Boulevard Phase 1
- XII. Staff Reports
  - A. District Counsel
  - B. District Engineer
    1. Ratification of Requisitions 1-3 (2019A Construction Account)
    2. Consideration of Requisition No. 4 & No. 5 (2019A Construction Account)
    3. Ratification of Requisition No. 80 (Series 2017A & 2017B)
  - C. District Manager
  - D. Facility Manager - Report
  - E. Tynes Boulevard Project Administrator
- XIII. Supervisor's Requests and Audience Comments
- XIV. Financial Statements as of September 30, 2019
- XV. Ratification of Funding Request No. 40 (*General Fund*)
- XVI. Ratification of Funding Request No. 36 (*Construction Fund*)

XVII. Next Scheduled Meeting – 12/12/19 @ 3:30 p.m. at Plantation Oaks Amenity Center  
XVIII. Adjournment

Enclosed for your review and approval are a copy of the minutes from the October 10, 2019 meeting.

The fifth order of business is the public hearing adopting amenity facility policies, amenity rates and disciplinary operations. Enclosed is a copy of Resolution 2020-02.

The sixth order of business is consideration of Resolution 2020-03, which is enclosed for your review.

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

The eighth order of business is consideration of Resolution 2020-04, which is enclosed for your review.

The ninth order of business is consideration of First Amendment to Hold Harmless Agreement, which is enclosed for your review.

The tenth order of business is consideration of Road Impact Fee Credit Agreement with Clay County for Tynes Boulevard Phase 2 and Assignment of Impact Fee Credit Agreement to WB Investment Company, which are enclosed for your review.

The eleventh order of business is consideration of Road Impact Fee Credit Agreement with Clay County for Tynes Boulevard Phase 1, which is enclosed for your review.

Enclosed under the Engineer's Report are the items as outlined above.

Enclosed are the financials, Funding Request No. 40 & 36.

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*

Thursday  
November 14, 2019  
3:30 p.m.

Plantation Oaks Amenity Center  
845 Oakleaf Plantation Parkway  
Orange Park, Florida 32065  
**Call In # 1-719-457-0816 Code 792049**

- I. Roll Call
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  - A. District Counsel
  - B. District Engineer
    - 1. Ratification of Requisitions 1-3 (2019A Construction Account)

2. Consideration of Requisition No. 4 & No. 5 (2019A Construction Account)

3. Ratification of Requisition No. 80 (Series 2017A & 2017B)

C. District Manager

D. Facility Manager - Report

E. Tynes Boulevard Project Administrator

XIII. Supervisor's Requests and Audience Comments

XIV. Financial Statements as of September 30, 2019

XV. Ratification of Funding Request No. 40 (*General Fund*)

XVI. Ratification of Funding Request No. 36 (*Construction Fund*)

XVII. Next Scheduled Meeting – 12/12/19 @ 3:30 p.m. at Plantation Oaks Amenity Center

XVIII. Adjournment

### *THIRD ORDER OF BUSINESS*

**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

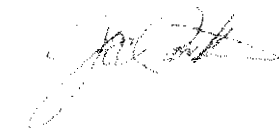
**NOVEMBER MEETING**

**LEGAL: 45110 ORDER: 305282**

was published in said newspaper in the issues:

**11/07/2019**

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 11/07/2019.

*Christie Lou Wayne*  
 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

**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 Thursday, November 14, 2019 at 3:30 p.m. at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation 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 proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James Perry  
 District Manager  
 Legal 45110 published Nov 7, 2019 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 a

**NOTICE OF RULE DEVELOPMENT**

in the matter of

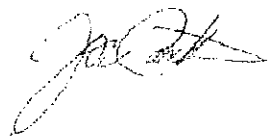
**AMENITY RULES**

**LEGAL: 44975 ORDER: 304278**

was published in said newspaper in the issues:

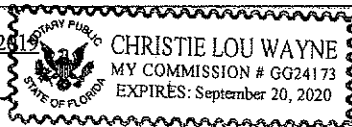
**10/10/2019**

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 10/10/2019

*Christie Lou Wayne*  
 NOTARY PUBLIC, STATE OF FLORIDA



**NOTICE OF  
 RULE DEVELOPMENT  
 BY THE ARMSTRONG  
 COMMUNITY DEVELOPMENT  
 DISTRICT**

In accord with Chapters 190 and 120, Florida Statutes, the Armstrong Community Development District ("District") hereby gives notice of its intent to adopt its Amenity Facilities Policies, Amenity Rates and Disciplinary and Enforcement Rule (together, "Amenity Rules"), all of which govern the operation of the District's amenity facilities and other properties.

The purpose and effect of the Amenity Rules is to provide for efficient and effective District operations of the District's amenity facilities and other properties by setting policies, regulations, rates and fees to implement the provisions of Section 190.035, Florida Statutes. Specific legal authority for the rules includes Sections 190.035(2), 190.011(5), 190.012, 120.54, 120.69 and 120.81, Florida Statutes (2018). A public hearing will be conducted by the District on Thursday, November 14, 2019 at 3:30 p.m., at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida 32065. A copy of the proposed Amenity Rules may be obtained by contacting the District Manager at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 or by calling (904) 580-5850.

Jim Perry

District Manager

Legal 44975 published Oct 10, 2019 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

# 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 RULEMAKING

in the matter of

AMENITY RULES

Legal 44969

Order 249879

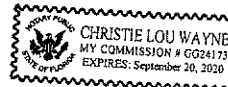
was published in said newspaper in the issues

**OCTOBER 17, 2019**

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 this 17TH day of OCTOBER, 2019

*Christie Lou Wayne*  
NOTARY PUBLIC, STATE OF FLORIDA



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 RULEMAKING BY THE ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT

A public hearing will be conducted by the Board of Supervisors of the Armstrong Community Development District ("District") on Thursday, November 14, 2019 at 3:30 p.m., at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida 32065.

In accord with Chapters 190 and 120, *Florida Statutes*, the District hereby gives the public notice of its intent to adopt its Amenity Facilities Policies, Amenity Rates and Disciplinary and Enforcement Rule (together, "Amenity Rules"), all of which govern the operation of the District's amenity facilities and other properties.

The purpose and effect of the Amenity Rules is to provide for efficient and effective District operations of the District's amenities facilities and properties by setting policies, regulations, rates and fees to implement the provisions of Section 190.035, *Florida Statutes*. Prior Notice of Rule Development was published in *Clay Today* on October 10, 2019.

The Amenity Rules will address certain rules and policies governing the operation of the District's amenity facilities and other properties. Proposed rates include:

Non-Resident Annual User Fee	\$3,000.00
Pavilion Rental Fee	\$250.00 for 4 hours \$75.00 each additional hour \$500 Deposit
Identification Card Replacement Fee	\$25.00
Mailbox Key Replacement Fee	\$30.00
Mailbox Kiosk Lock Replacement Fee	\$90.00

Specific legal authority for the rule includes Sections 190.035(2), 190.011(5), 190.012, 120.54, 120.69 and 120.81, *Florida Statutes* (2018).

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), *Florida Statutes*, must do so in writing within twenty-one (21) days after publication of this notice.

A HEARING WILL BE HELD AT THE TIME, DATE, AND PLACE SHOWN BELOW:

TIME AND DATE: Thursday, November 14, 2019 at 3:30 p.m.

PLACE: Plantation Oaks Amenity Center  
845 Oakleaf Plantation Parkway  
Orange Park, Florida 32065

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing held in response to a request for such a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based.

One or more Supervisors may participate in the public hearing by telephone. At the above location, if a public hearing is requested, there will be present a speaker telephone so that any interested party can attend the public hearing at the above location and be fully informed of the discussions taking place either in person or by speaker telephone device.

A copy of the proposed Amenity Rules may be obtained by contacting the District Manager at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 or by calling (904) 580-5850.

Jim Perry  
District Manager

Legal 44969 published Oct 17, 2019 in Clay County's Clay Today newspaper.

## *FOURTH ORDER OF BUSINESS*

Minutes of Meeting  
Armstrong Community Development District

The regular meeting of the Board of Supervisors of the Armstrong Community Development District was held Thursday, October 10, 2019 at 3:30 p.m. at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida.

Present and constituting a quorum were:

Liam O'Reilly	Chairman
Mike Taylor	Vice Chairman
Blake Weatherly	Assistant Secretary by telephone
Rose Bock	Assistant Secretary

Also present were:

James Perry	District Manger
Katie Buchanan	District Counsel by telephone
Zach Brecht	District Engineer
Tiffany Csalovszki	Greyhawk HOA Community Manager
Peter Dame	Akerman Senterfitt

**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 August 8, 2019  
and August 27, 2019 Meetings**

Mr. Perry stated there are a few changes to the minutes, Tiffany is referred to as an employee of England Thims & Miller and she is with Evergreen and on page three there is a reference to Greyhawk equipment maintenance agreement and it is really Armstrong and we will make those changes.

On MOTION by Mr. Taylor seconded by Mr. O'Reilly with all in favor the minutes of the August 8, 2019 and August 27, 2019 meetings were approved as amended.
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**FOURTH ORDER OF BUSINESS****Ratification of Agreement with Clay County Tax Collector Regarding Uniform Method of Collection**

Mr. Perry stated item four is ratification of an agreement with the Clay County Tax Collector regarding the uniform method of collection. This is the standard form agreement the districts have with the tax collector in Clay County and we will provide them the roll and they collect the non-ad valorem assessments related to debt service and O&M for the district. There is a fee they charge, which is consistent with other governmental entities.

On MOTION by Mr. O'Reilly seconded by Ms. Bock with all in favor the agreement with the Clay County Tax Collector was ratified.

**FIFTH ORDER OF BUSINESS****Consideration of Audit Engagement Letter with Grau & Associates for Fiscal Year 2019**

Mr. Perry stated item five is consideration of the engagement letter with Grau & Associated to perform the fiscal year 2019 audit. The fees are consistent with their proposal. This is an annual audit and there are fees for three years, but we approve it on an annual basis.

On MOTION by Mr. O'Reilly seconded by Mr. Taylor with all in favor the engagement letter with Grau & Associates to perform the fiscal year 2019 audit was approved.

**SIXTH ORDER OF BUSINESS****Ratification of Change Order No. 18**

Mr. Perry stated item six is ratification of change order no. 18 with Scherer Construction for a net decrease of \$66,944.40.

Mr. O'Reilly stated this is the landscaping of some common areas that was a part of the amenity center contract with the GC that the district would rather go directly with Tree Amigos, the landscaping company maintaining the community. This is the change order to remove that work from the contract.

Mr. Perry stated later in the agenda there is a work authorization for this work.

On MOTION by Mr. Taylor seconded by Ms. Bock with all in favor change order no. 18 to remove the pocket parks from the Scherer Construction contract for a decrease in the contract price of \$66,994.40 was ratified.

**SEVENTH ORDER OF BUSINESS****Consideration of Developer Agreements****A. Acquisition Agreement**

Mr. Perry stated the acquisition agreement is for certain work product, improvements and real property.

Ms. Buchanan stated the acquisition agreement is an agreement between the district and the developer that in the instance the developer has put forth any money in advance for design or amenity center construction as long as it is identified as part of the 2019 project the district can acquire the work. There is also a process by which real property will be conveyed to the district at no cost because there is no real property included in the 2019 project.

On MOTION by Mr. O'Reilly seconded by Ms. Bock with all in favor the acquisition agreement was approved.

Ms. Buchanan stated counsel for Greyhawk Ventures has reviewed these agreements and provided comments so keep that in mind.

**B. Collateral Assignment and Assignment of Development Rights**

Ms. Buchanan stated next is the collateral assignment and assignment of development rights. Essentially the district has the ability to foreclose on property subject to the district's special assessments due to non-payment but that does not guarantee that the district will then receive the development rights associated with the property so this collateral assignment agrees that in the event there is a default by the developer and the district takes title to property in addition to the real property there is a long list of items that then becomes part of what the district is entitled to including the declaration of covenants, plans, plats, permits, contracts with engineers and planners, etc. things of that nature that are necessary for the continued development of the project but not the real property itself. This collateral assignment essentially stays inactive unless and until there is a default. It also has a built-in mechanism to drop off when the property goes to a third party and this should not interfere with the sale to a third party.

On MOTION by Mr. O'Reilly seconded by Mr. Taylor with all in favor the collateral assignment and assignment of development rights agreement was approved.

### **C. Completion Agreement**

Ms. Buchanan stated the completion agreement is an agreement by the developer to complete the improvement plan if there are part of the improvements that cannot be sufficiently funded with bond proceeds. At this point we don't anticipate that the improvement plan for the Series 2019A Bonds would be fully complete so we would expect the developer to complete the work or cause the work to be completed.

On MOTION by Mr. O'Reilly seconded by Mr. Taylor with all in favor the completion agreement was approved.

### **D. True-Up Agreement**

Ms. Buchanan stated because the bonds are being issued based on an anticipated number of units, should there be a change in development plans and a fewer number of units are developed, this obligates the developer to pay the difference, essentially true-up the amount that would be paid by the original amount of lots. Right now we have 283 lots.

On MOTION by Mr. O'Reilly seconded by Ms. Bock with all in favor the true-up agreement was approved.

## **EIGHTH ORDER OF BUSINESS**

### **Consideration of Items Related to Series 2019 Bonds**

#### **A. Supplemental Engineer's Report, Series 2019 Project**

Mr. Perry stated the first document is the supplemental engineer's report for the Series 2019 project.

Mr. Brecht stated in your agenda package is the supplemental engineer's report for Assessment Area 2 for a total of 283 lots that encompass phase 2 and phase 3 of the Greyhawk project development. Table 2 of the engineer's report provides an estimated cost to provide the

improvements within Assessment Area 2 and it is just shy of \$11 million to provide roadways, sidewalks, landscaping, utilities and also to fund part of the amenity center.

**B. Supplemental Assessment Methodology Report, Series 2019**

Mr. Perry stated the supplemental assessment methodology report, series 2019 dated October 9, 2019 is included in you package. This report is very similar to the preliminary one and is based on the financing estimates for the Series 2019 Bonds. This report reflects the final pricing and the report itself, the allocation of assessments and this is Assessment Area 2 is very similar to what you have seen before with the report for Assessment Area 1. Table 1 shows the breakdown of the 283 lots in regard to the lot sizes. Table 2 is the pricing of the bonds, the par value is \$7.5 million, 30 years with an interest rate just shy of 4%, with capitalization of interest period for one year. Table 3 shows the debt service in regard to those bonds regarding the debt that is allocated to each of the different type of lots. Table 4 shows the special assessments in regard to each type of lot. After that is a legal description and a map of Assessment Area 2.

The supplemental engineer's report and the supplemental assessment methodology report are exhibits in Resolution 2020-01; when you approve that you will also be approving those reports.

**C. Supplemental Assessment Resolution 2020-01**

Ms. Buchanan stated Resolution 2020-01 does make certain findings, approves the supplemental engineer's report, supplemental assessment report, sets forth the term of the bonds and the true-up process is incorporated herein.

On MOTION by Mr. Taylor seconded by Mr. O'Reilly with all in favor Resolution 2020-01 was approved.

**D. Notice of Series 2019 Special Assessments**

Ms. Buchanan stated we just need a motion authorizing district staff to record the notice of assessments after the bonds have closed.

On MOTION by Mr. O'Reilly seconded by Ms. Bock with all in favor staff was authorized to record the notice of assessments for the Series 2019 Bonds.

**E. Consideration of Other Bond Related Matters**

There being no other bond related matters, the next item followed.

**NINTH ORDER OF BUSINESS**

**Consideration of Proposal for Pocket Parks  
Landscape and Irrigation**

Mr. Perry stated you have a proposal from Tree Amigos for the same common areas that were backed out of the amenity center contract.

Mr. Brecht stated this is the landscape for four or five common areas throughout the community.

Mr. O'Reilly stated there was supposed to be irrigation and I don't see that on the proposal.

Mr. Perry stated there are notes below the equipment line but there is nothing there and the page is 1 of 1 so I'm assuming that is probably some type of standard.

On MOTION by Mr. Taylor seconded by Mr. O'Reilly with all in favor the proposal from Tree Amigos in the amount of \$64,668.00 was approved subject to review.

**TENTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel – Road Impact Fee Credit Agreement**

Ms. Buchanan stated as you will recall the district entered into an interlocal agreement with the county where the county supplies the district funding for the construction of Tynes Boulevard Extension. As part of that interlocal agreement the district was required to dedicate to the county real property for the right-of-way and since the county has sort of re-implemented the impact fee system the district is now entitled to impact fee credits relating to the value of the right of way for Phase 2 and I assume for Phase 1 although I haven't seen a proposed agreement with the county in connection with Phase 1. What has happened is that earlier in the week East West provided us with a copy of this agreement and said that Clay County was planning to consider this agreement on Tuesday evening. I conferred with the chairman, and we sent along those questions we needed answered with the understanding that we thought they would probably pull it from their county's

agenda. The county moved forward with it anyway, which is fine because just because the county approved it doesn't mean that the CDD approved it. That being said I really don't see an impediment to the CDD authorizing the agreement. Ultimately, we would be entitled to approximately \$104,000 of impact fee credits and this agreement sets forth the value. I want to make sure that the board understands that this doesn't relate to any projects that have been funded by bond proceeds from the initial issuance nor was it funded by any operation and maintenance expenditures. It is solely related to the value of the right of way that was dedicated at no cost to the district, which was then dedicated to the county.

Mr. O'Reilly stated I would like to clarify that. The portion of the right of way that this refers to is Tynes Boulevard Phase 2 not 1A and 1B. The right of way value for that piece is \$140,000 based on an appraisal.

Ms. Buchanan stated you had an appraisal for \$140,000 but they backed out the ----- public utility fee relating to the ----- land, which was approximately \$35,000; that is why there is a difference between the \$104,000 and \$140,000.

Mr. O'Reilly asked was a similar agreement done for 1 and 1A/

Ms. Buchanan stated Fran sent me an email on this and she indicated that there are other impact fee credit agreements they expect to be approved for property lying ----- and I haven't seen that yet.

Mr. O'Reilly asked what are our options?

Ms. Buchanan stated the second part of the equation is that East West has requested the district to assign the impact fee credit agreement to Armstrong Ventures instead of being the administrator of the program the CDD would assign the entire agreement to Armstrong Ventures. The reality is that we, the CDD, didn't spend the money to be entitled to this and Armstrong Ventures did spend \$1.5 million in excess of what the county contributed to construct the road. They understand that we have a lot of questions and he doesn't seem to be as driven to get this accomplished as he was on 1A. What I prepared is an amendment to the hold harmless agreement where they agreed to cover any amount that ----- funding related to Tynes Boulevard and that amendment sort of added onto the language that already existed that said if for some reason the district got money from the county in excess of ----- to build the road they would give it back to Armstrong Ventures as a reimbursement for the payment they made over and above the county contribution. ----- added to that concept that also the CDD would get ----- for

impact fee credits in connection with the interlocal agreement project and the developer was the source of that fee obligation, that we would then assign the impact fee credits to them. In our motion it says that if you don't want to amend the hold harmless because you haven't had time to consider it I am okay with that. I'm not advocating for you to rush through this. If you also want to approve it in substantial form that way you have time to take it back and talk to your own internal counsel to make sure you feel comfortable with it as the developer, I'm fine if you want to review the language to make sure we don't have any unintended consequences but still I would like flexibility before waiting for the next board meeting, you can do that change.

Mr. Taylor stated one point of clarification the total dollar amount of \$103,000 for the impact fee credits is the road impact fees the builder would have to pay for the total units in that project is far more than \$100,000 so as far as timing goes East West Partners would have plenty of time to recoup this \$103,000 whether we approve it now or next month. It is not like there is money left on the table that they will not get reimbursed.

Mr. O'Reilly stated I would rather us not approve it before the next meeting.

Mr. Taylor stated we will have Greyhawk Venture counsel review it.

Ms. Buchanan stated sure. There are two documents here, the first is approval of the impact fee credit agreement with the county; do you want to authorize the impact fee credit agreement? We are not obligated to take any action.

Mr. Taylor asked did you say the county would prefer that?

Ms. Buchanan stated county staff.

Mr. O'Reilly stated they want our board to ratify that they have already approved that.

Mr. Perry stated it has been approved by the board.

Mr. Taylor stated I don't think the county is going to do anything with this whether we approve it at this meeting or the next meeting doesn't make any difference to the county.

Ms. Buchanan stated from what I understand the county circulated this draft to East West in advance and East West didn't necessarily ----- and that led to the last minute proposal.

Mr. Perry stated we will defer that agenda item to the next meeting.

## **B. District Engineer**

### **1. Ratification of Requisitions 78-79, 2018A Construction Account**

On MOTION by Mr. Taylor seconded by Mr. O'Reilly with all in favor Requisitions 78 to Jr. Davis for retainage and 79 to Micamy Design Group for the final payment for a total of \$48,535.17 from the 2018A construction account were ratified.

## **2. Approval of Work Authorization No. 2**

Mr. Brecht stated work authorization no. 2 is for Greyhawk Phases 2 & 3 for revisions to construction documents and additional services. There are portions within Phase 3 of the Greyhawk development that will be revised with the engineering plans that have just recently been approved to different lot layouts and lot sizes on a couple of the pods. There is also a line item for enhanced landscaping within some of the common areas in Greyhawk Phases 2 & 3, the permitting associated with the engineering plans and we also have a couple tasks one for construction administration for the closeout process with Clay County, JEA and the district once the lots are constructed, roadways are constructed, shop drawings and that sort of stuff. Then there is plat coordination as well to provide services to facilitate getting the plat reviewed, approved and recorded with Clay County. This work authorization is for \$83,000.

On MOTION by Mr. O'Reilly seconded by Mr. Taylor with all in favor work authorization no. 2 in the amount of \$83,000 for Greyhawk Phases 2 & 3 for revisions to construction documents and additional services was approved.

## **C. District Manager – Deficit Funding Agreement No. 8**

Mr. Perry stated there is a deficit funding agreement request no. 8 in regard to Jr. Davis Construction and Micamy Studios totaling \$48,535.17.

On MOTION by Mr. Taylor seconded by Mr. O'Reilly with all in favor deficit funding agreement request no. 8 in the amount of \$48,535.17 was approved.

## **D. Facility Manager**

### **1. Report**



Ms. Csalovszki gave an overview of the community manager's report, copy of which was included in the agenda package then outlined the following proposals.

**2. Vanguard Cleaning Proposal**

**3. AHD Pressure Washing Proposal**

**4. Summit Facility Maintenance Proposal**

On MOTION by Mr. O'Reilly seconded by Ms. Bock with all in favor the proposal from Summit Facility Maintenance was approved in the amount of \$1,039.20 for twice a week service subject to district counsel review.

**5. Apex Pest Control Service Agreement**

On MOTION by Mr. O'Reilly seconded by Mr. Taylor with all in favor the Apex Pest Control Service agreement was approved in the amount of \$45 per month.

**F. Tynes Boulevard Project Administrator**

Mr. O'Reilly stated I did attend the preconstruction meeting with the county for Phases 2 & 3 with the engineer and they are projected timing of Tynes Boulevard opening to the public is two to three weeks away. They are working through the final paperwork with the utility authority and the county.

**ELEVENTH ORDER OF BUSINESS**

**Supervisor's Requests and Audience Comments**

There being none, the next item followed.

**TWELFTH ORDER OF BUSINESS**

**Financial Statements as of August 31, 2019**

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

**THIRTEENTH ORDER OF BUSINESS**

**Ratification of Funding Requests No. 38 & 39  
(General Fund)**

On MOTION by Ms. Bock seconded by Mr. O'Reilly with all in favor funding requests no. 38 in the amount of \$74,992.85 & 39 in the amount of \$3,940.05 were ratified.

**FOURTEENTH ORDER OF BUSINESS**

**Next Scheduled Meeting – 11/14/19 at 3:30  
p.m. at the Plantation Oaks Amenity Center**

Mr. Perry stated the next meeting is scheduled for November 14, 2019 at 3:30 p.m. in the same location.

On MOTION by Mr. O'Reilly seconded by Ms. Bock with all in favor the meeting adjourned at 4:16 p.m.

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Secretary/Assistant Secretary

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Chairperson/Vice Chairperson

## *FIFTH ORDER OF BUSINESS*

## **RESOLUTION 2020-02**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENITY FACILITIES POLICIES, AMENITY RATES AND A DISCIPLINARY AND ENFORCEMENT RULE; 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*, being situated in Clay County, Florida; and

**WHEREAS**, Chapters 120 and 190, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, the Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution the Amenity Facilities Policies, Amenity Rates and a Disciplinary and Enforcement Rule (together, "Amenity Rules"), attached hereto as **Exhibit A** for immediate use and application; and

**WHEREAS**, the Board finds that the imposition of fees for utilization of the amenity facilities and related services is necessary in order to provide for the expenses associated with the operation and maintenance of the recreation facilities and is in the best interests of the District; and

**WHEREAS**, the Board finds that the fee structure outlined in **Exhibit A** is just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

**WHEREAS**, the Board has complied with applicable Florida law concerning rule development and adoption.

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

**SECTION 1.** The attached Amenity Rules are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amenity Rules shall stay in full force and effect until such time as they are otherwise amended by the Board.

**SECTION 2.** The fees in **Exhibit A** are just and equitable and have been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished.

**SECTION 3.** Fees for use of the District's recreation facilities and services are adopted in accordance with **Exhibit A** for the purpose of providing revenues to maintain the operation and maintenance of the facilities, and are hereby ratified, approved and confirmed.

**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 \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

**ARMSTRONG COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson

**Exhibit A:**    Amenity Rules

# **ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT**

## **AMENITY FACILITIES POLICIES**

(July 11, 2019)

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

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## DEFINITIONS

**“Amenity Facilities”** – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the amenity center, together with its appurtenant facilities and areas.

**“Amenity Facilities Policies” or “Policies”** – shall mean these Amenity Facilities Policies of Armstrong Community Development District, as amended from time to time.

**“Board of Supervisors” or “Board”** – shall mean the Armstrong Community Development District’s Board of Supervisors.

**“Community Club”** – shall mean a group of two (2) or more self-organized Residents, Renters and/or Non-Resident Members with a common hobby or recreational, social, service and/or cultural interest that has applied for and received such designation from the Board.

**“District”** – shall mean the Armstrong Community Development District.

**“District Manager”** – shall mean the professional management company with which the District has contracted to provide management services to the District.

**“Facility Manager”** – shall mean the management company, including its employees, staff and agents, contracted by the District to manage the Amenity Facilities.

**“Guest”** – shall mean any individual who is invited to use the Amenity Facilities by a Resident, Non-Resident Member or Renter and possesses a valid guest pass issued by the Facility Manager.

**“Homeowners Association”** – shall mean any entity having jurisdiction over lands located within the District, either now or in the future, which exists to aid in the enforcement of deed restrictions and covenants.

**“Non-Resident”** – shall mean any person or persons who do not own or rent property within the District.

**“Non-Resident Annual User Fee”** – shall mean the fee established by the District for any person who is not a Resident or Renter and wishes to become a Non-Resident Member. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

**“Non-Resident User”** – shall mean any individual not owning or renting property in the District who is paying the Non-Resident Annual User Fee to the District for use of the Amenity Facilities.



**“Patron” or “Patrons”** – shall mean Residents, Guests, Non-Resident Members, and Renters who are eighteen (18) years of age and older.

**“Renter”** – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

**“Resident”** – shall mean any person, spouse or registered domestic partner of a person or family owning property within the Armstrong Community Development District.

### **IDENTIFICATION CARDS**

1. ID cards (or similar access devices) may be issued to all members of each Resident’s household and/or Non-Resident Members. There is a charge to replace lost or stolen cards and/or for additional cards above two (2) cards. Five (5) generic guest passes may be provided to the Resident and Non-Resident Members.
2. Patrons will be required to sign a waiver of liability before using the Amenity Facilities.
3. Patrons may be required to present ID cards or guest passes upon request by staff at the Amenity Facilities.

### **NON-RESIDENT ANNUAL USER FEE**

The Non-Resident Annual User Fee for any person not owning or renting real property within the District is \$3,000. This payment must be paid in full at the time of completion of the Non-Resident application and the corresponding agreement. This fee will cover membership to the Amenity Facilities for one (1) fiscal year, October 1st through September 30th of following year, prorated if applicable. Each subsequent annual membership fee shall be paid in full by October 1st. Such fee may be increased by action of the Board. This membership is not available for commercial purposes.

### **HOMEOWNERS ASSOCIATION USE OF FACILITIES**

1. Each Homeowners Association may use the Amenity Facilities without being required to pay an Annual User Fee and/or a room rental fee. The District may limit or terminate a Homeowners Association’s use of the Amenity Facilities at any time.
2. Any Homeowners Association that uses the Amenity Facilities shall be responsible for the cost of repairing any damage to the Amenity Facilities occurring during Homeowners’ Association events.

### **COMMUNITY CLUB USE OF FACILITIES**

1. Each Community Club may use the Amenity Facilities for a function without being required to pay an Annual User Fee and/or a room rental fee. The District may limit or terminate a Community Club's use of the Amenity Facilities at any time, including but not limited to circumstances in which the Community Club proposes to host an event or function in which the primary attendance at such event or function is not Residents, Renters and/or Non-Resident Members (i.e. a wedding, birthday party, etc.).
2. Any Community Club that uses the Amenity Facilities shall be responsible for the cost of repairing any damage to the Amenity Facilities occurring during the Community Club's events.
3. The District may revoke an organization's status under these policies as a Community Club at any time.

### **GUEST POLICIES**

1. All Guests, regardless of age, must register with the office of the Facility Manager prior to using the Amenity Facilities. In the event the Guest is under eighteen (18) years of age, the Resident, Non-Resident Member or Renter inviting the Guest must be present upon registration, unless other arrangements have been made with the Facility Manager's office. Unless otherwise provided for in the Policies, all Guests under fifteen (15) years of age must also be accompanied at all times while using the Amenity Facilities by a parent or adult Patron unless previously authorized by the Facility Manager. Guests over the age of eighteen (18) must register and may use the Amenity Facilities unaccompanied by a Patron.
2. All Guests over the age of eighteen (18) must sign a waiver of liability upon registration at the Facility Manager's office. All Guests under the age of 18 must have a waiver of liability signed by their parent or legal guardian.
3. Residents, Non-Resident Members and Renters who have registered a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest of any of these Policies as set forth by the District could result in loss of that Resident's, Non-Resident Member's and Renter's privileges and/or membership.

### **RENTER'S PRIVILEGES**

1. Residents who rent or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Resident's membership privileges for purposes of Amenity Facilities use.
2. In order for the Renter to be entitled to use the Amenity Facilities, the Renter may be required to acquire a membership with respect to the residence which is being rented or

leased as well as obtain an ID card. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.

3. During the period when a Renter is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facilities with respect to that membership.
4. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Residents are responsible for the deportment of their respective Renter.
5. Renters shall be subject to rules and regulations as the Board may adopt from time to time.

### **GENERAL FACILITY PROVISIONS**

1. The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies at a duly-noticed Board meeting. However, in order to change or modify rates or fees beyond any increases that may be specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.
2. All Patrons may be required to present their ID cards in order to gain access to the Amenity Facilities.
3. All hours of operation, including holiday schedules, of the Amenity Facilities will be established by the District and Facility Manager.
4. Dogs and all other pets (with the exception of service animals) are not permitted in the Amenity Facilities. In the event a special event is held, as previously approved by the Facility Manager, and dogs are permitted at the Amenity Facilities as part of the special event, they must be leashed. Patrons are responsible for picking up after all pets and disposing of any waste in a designated pet waste receptacle or an outdoor dumpster as a courtesy to residents.
5. Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, in any way which blocks the normal flow of traffic or in any way that limits the ability of emergency service workers to respond to situations. The Facility Manager reserves the right to waive this parking restriction in the event overflow parking is needed for a large event.
6. Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas; however, notwithstanding this general prohibition, the Board may approve the use of fireworks over a body of water.

7. Only District employees, contractors, or employees of the Facility Manager are allowed in the service areas of the Amenity Facilities.
8. Patrons must present their ID cards or guest passes upon request by staff at any Amenity Facility.
9. The Board (as an entity), the Facility Manager and its staff shall have full authority to enforce these policies. However, the Facility Manager shall have the authority to waive strict application of any of these Policies when prudent, necessary or in the best interest of the District and its Residents. Such a temporary waiver of any policy by the Facility Manager shall not constitute a continuous, ongoing waiver of said policy, and the Facility Manager reserves the right to enforce all of these policies at any time he or she sees fit.
10. All lost or stolen ID cards should be reported immediately to the Facility Manager's office. A fee will be assessed for any replacement cards as set forth herein.
11. Smoking is not permitted at any of the Amenity Facilities except within smoking areas designated by the Facility Manager, if any.
12. Disregard for rules or policies may result in expulsion from the Amenity Facilities and/or loss of Amenity Facilities privileges in accordance with the procedures set forth herein.
13. Pool rules that are posted in the appropriate area must be observed.
14. Patrons shall treat all staff members with courtesy and respect.
15. Off-road motorbikes/vehicles are prohibited on all property owned, maintained and operated by the District including, but not limited to, the Amenity Facilities.
17. Skateboarding is not allowed on the Amenity Facilities property at any time.
18. Performances at the Amenity Facilities, including those by outside entertainers, must be approved in advance by the Facility Manager.
19. Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the Facility Manager.
20. The Amenity Facilities shall not be used for commercial purposes without written permission from the Facility Manager and the District Manager. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation or advertising.
21. Firearms or any other weapons are prohibited in the Amenity Facilities during any governmental meetings or functions, including those of the District, and as otherwise prohibited in the Amenity Facilities in accordance with Florida law.

22. The Facility Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board. The Facility Manager also has the right to authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events, cultural programs and social events. Should the District be entitled to any of these revenues based on its established rental or usage fees, the Facility Manager will be required to compensate the District accordingly.
23. Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at the Amenity Facilities.
24. All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.
25. There shall be no overnight parking in the Amenity Facility parking lot unless the owner of vehicle notifies the Facility Manager and obtains a 24-hour parking pass.
26. Public displays of affection, which in the discretion of the Facility Manager are inconsistent with the family-oriented nature of the Amenity Facilities, are prohibited.

#### **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

1. Each Patron assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities.
2. Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by the Patron or the Patron's family member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron or the Patron's family member(s).
3. Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facilities' owners, the District, the Board, District employees,

District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or their respective operators, supervisors, employees, representatives, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and its respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any family member of such Patron.

### **SERVICE ANIMAL POLICY**

Dogs or other pets (with the exception of "Service Animal(s)" trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, the Amenity Facilities. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

### **GENERAL AMENITY FACILITY USAGE POLICY**

All Patrons using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all District policies and rules governing the Amenity Facilities. Violation of the Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of Amenity Facility privileges with respect to the offending Patron in accordance with Policies set forth herein.

1. *Hours:* The Amenity Facilities are available for use by Patrons during normal operating hours to be established and posted by the District and Facility Manager.
2. *Emergencies:* After contacting 911 if required, all emergencies and injuries must be reported to the Facility Manager (phone number 877-221-6919) and to the office of the District Manager (phone number 904-940-5850).

3. *District Equipment:* Any Patron utilizing District equipment is responsible for said equipment. If, as a result of the use of the equipment it is damaged, missing pieces or is in worse condition than when it was when usage began, that Patron will be responsible to the District for any cost associated with repair or replacement of the equipment.

*Please note that the Amenity Facilities are unattended facilities. Persons using the Amenity Facilities do so at their own risk. Facility Manager's staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a physical fitness program.*

### **GENERAL SWIMMING POOL RULES**

#### ***NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK***

1. All Patrons must present their ID cards or verification of registration while in the swimming pool area. All Patrons must also present their ID cards or verification of registration when requested by staff. At any given time, a Resident, Renter or Non-Resident Member may allow up to five (5) Guests to the swimming pool (unless a greater number of guests has been approved by the Facility Manager).
2. Guests under twelve (12) years of age must be accompanied at all times by a parent or adult Patron eighteen (18) years of age or older, during usage of the pool facility.
3. No pushing, running, throwing any item or other horseplay is allowed in the pool or on the pool deck area.
4. Diving is prohibited.
5. Radios, tape players, CD players, MP3 players, televisions or other electronic devices used to play music or other form of entertainment are not permitted unless they are personal units equipped with headphones or for scheduled activities such as water aerobics classes.
6. Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of Facility Manager. Patrons swim at their own risk and must adhere to swimming pool rules at all times.
7. Showers are required before entering the pool.
8. Glass containers are prohibited.
9. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
10. Play equipment, such as floats, rafts, snorkels, dive sticks, flotation devices and other recreational items such as balls and pool toys must meet with staff approval. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern or annoyance to other users of the facility.
11. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.

12. Pets (except service dogs), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside any Amenity Facility gates at any time.
13. The Facility Manager reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
14. Any person swimming during non-posted swimming hours may be suspended or terminated from using the facility.
15. Proper swim attire (no cutoffs) must be worn in the pool.
16. No chewing gum is permitted in the pool or on the pool deck area.
17. For the comfort of others, the changing of diapers or clothes is not allowed poolside.
18. No one shall pollute the pool. Anyone who pollutes the pool will be liable for any costs incurred in treating and reopening the pool.
19. Radio controlled water craft are not allowed in the pool or the pool area.
20. Pool entrances must be kept clear at all times.
21. No swinging on ladders, fences, or railings is allowed.
22. Pool furniture is not to be removed from the pool area.
23. Loud, profane, or abusive language is prohibited.
24. No physical or verbal abuse will be tolerated.
25. The District is not responsible for lost or stolen items.
26. Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
27. The pool and deck area may not be rented at any time; however, access may be limited at certain times for various District functions, as approved by the Board and/or Facility Manager.

### **SWIMMING POOL THUNDERSTORM POLICY**

The Facility Manager will control whether swimming is permitted in inclement weather, and the pool facility may be closed or opened at his or her discretion.

### **FITNESS CENTER POLICIES**

*Eligible Users:* Patrons fifteen (15) years of age and older are permitted to use the fitness center during designated operating hours. No one under the age of fifteen (15) is allowed in the fitness center at any time without adult supervision.

*Food and Beverage:* Food is not permitted within the fitness center. Beverages, however, are permitted in the fitness center if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.

1. Appropriate attire and footwear (Example: Fitness Footwear) must be worn at all times in the fitness center. Appropriate attire includes t-shirts, tank tops, shorts, and/or athletic wear (no swimsuits).
2. Each individual is responsible for wiping off fitness equipment after use using antiseptic wipes provided by the District.



3. Use of personal trainers is permitted in the District fitness centers. Personal trainers must be preapproved by the Facility Manager prior to personal training session.
4. Hand chalk is not permitted to be used in the fitness center.
5. Radios, tape players, MP3 players, CD players or other electronic devices used to play music or other forms of entertainment are not permitted unless they are personal units equipped with headphones.
6. No bags, gear, or jackets are permitted on the floor of the fitness center or on the fitness equipment. Use hooks provided by the Amenity Center.
7. Fitness equipment may not be removed from the fitness center. Weights must remain in the designated free weights area.
8. Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other people are waiting.
9. Please be respectful of others. Allow other Patrons to also use equipment, especially the cardiovascular equipment.
10. Please replace weights to their proper location after use.
11. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights and must be kept in designated area.
12. Any fitness program operated, established and run by the Facility Manager may have priority over other users of the District fitness centers.

#### **GENERAL FACILITY RESERVATION POLICY**

1. Certain portions of the Amenity Facilities may be rented by the following individuals/groups:
  - A. Residents (includes both events held by the Resident and events sponsored by the Resident);
  - B. Renters;
  - C. Non-Resident Members;
  - D. Homeowners Associations; and
  - E. Community Clubs.
2. Staff will take reservations in advance for the Amenity Facilities. Reservations are on a first come, first served basis and can be made only in person by filling out a reservation form. Reservations must be made at least (thirty) 30 days in advance.
3. At the time the reservation is made, two checks or money orders (no cash), one for the deposit (\$500), and one for the room rental, both made out to District must be delivered to the Facility Manager along with completed paperwork and insurances, if necessary. Anyone renting the Amenity Facility must sign and execute a Rental Agreement acceptable to the District. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.

4. The rental rates and deposits for use of the Amenity Facility are as set forth in the District's rules. The deposit will secure the rental time, location and date. To receive the full refund of the deposit, the renter must:
  - i. Remove all garbage, place in dumpster and replace garbage liners;
  - ii. Take down all decorations or event displays; and
  - iii. Otherwise clean the rented Amenity Facility and restore them to their pre-rented condition, and to the satisfaction of the District.

The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.

5. Reservations are available for up to six (6) hour increments for all facilities listed in the reservation policy. The rental time period is inclusive of set-up and clean-up time.
6. The capacity limit shall not be exceeded at any time for a party or event.
7. The volume of live or recorded music must not violate applicable Clay County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.
8. Additional liability insurance coverage may be required for all events that are approved to serve alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance. The District is to be named on these policies as an additional insured party.
9. Late arrivals or no shows: Reservations will be held for fifteen (15) minutes past the scheduled start time before re-assigning the reservation time slot. If the renter wishes to cancel a reservation, the cancellation must be communicated to the District no later than thirty days prior to the scheduled event to receive 100% of the rental fee and deposit. If the event is cancelled less than 30 days prior to the event 100% of the security deposit and 0% of the rental fee will be returned.
10. There are no personal "standing" reservations allowed for the facilities listed in the reservation policy.

#### **BASKETBALL AND TENNIS FACILITY POLICIES**

1. Basketballs and tennis, if available, may be obtained from the office.
2. Proper basketball/tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
3. Proper basketball/tennis or athletic shoes and attire are required at all times while on the courts. Shirts must be worn.

4. The basketball and tennis facilities are for the play of basketball and tennis, respectively. Pets, roller blades, bikes, skates, skateboards and scooters are prohibited from use at the facility.
5. Beverages are permitted at the basketball and tennis facilities if they are contained in non-breakable containers with screw top or sealed lids.
6. No chairs are permitted on the basketball or tennis courts.
7. Please clean up court after use.
8. The basketball and tennis courts may be reserved by the District for District-sponsored events or functions.

### **MULTI-PURPOSE FIELD POLICIES**

Our community offers a multi-purpose field. The following policies apply:

1. *First Come Basis.* The field is available for use by Patrons only on a first come first serve basis.
2. *Vehicles.* No bicycles, scooters, skate boards, hover boards or other equipment or vehicles with wheels are permitted.
3. *Chalking.* Chalking or marking the field must be approved in advance and proper marking materials must be used.
4. *Glass Containers.* No glass containers or breakable objects of any kind are permitted on the field.
5. *Pets.* Pets must be kept on leash, and Patrons must pick up and dispose of pet waste in appropriate receptacles.
6. *Equipment.* Patrons are responsible for bringing their own equipment.
7. *Golfing.* Golfing is not permitted on the field.
8. *Sports Instruction.* Except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited.

### **PLAYGROUND POLICIES**

The District provides a playground for Patrons to enjoy with their children. The following guidelines apply:

1. Patrons may use the playground at their own risk.
2. Adult supervision (eighteen years and older) is required for children under the age of eight (8). Children must remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.
3. Proper footwear is required and no loose clothing especially with strings should be worn.
4. The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
5. No food, drinks or gum are permitted at the playground.
6. No pets of any kind are permitted at the playground.
7. No glass containers are permitted at the playground.

8. No jumping off from any climbing bar or platform.
9. Profanity, rough-housing, and disruptive behavior are prohibited.
10. If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

### **DOG PARK POLICIES**

The District provides a dog park for Patrons to enjoy with their pets. The following guidelines apply:

1. The park's operating hours are dawn to dusk.
2. The park is not staffed and shall be used at the user's own risk. The Armstrong Community Development District is not responsible for injuries to visiting dogs, their owners, or others using the park.
3. Dispose of trash in proper receptacle.
4. Park for use by residents, patrons and guests only.
5. All owners are responsible for the behavior of their dogs at all times.
6. Dogs must be leashed while entering and exiting dog park.
7. Dog waste must be cleaned up by owner immediately.
8. Owners must be within dog park and supervising their dog with leash readily available.
9. Handler must be at least 16 years of age.
10. Children under 12 must be accompanied by an adult and supervised at all times.
11. Aggressive dogs must be removed immediately.
12. Dogs should be under voice control.
13. Dogs must wear current county tags and have a current rabies vaccination.
14. Owner must immediately fill in any holes dug by their dogs.
15. Dogs in heat are not allowed in the park.
16. Limit three dogs per adult dog handler.
17. Puppies under four months of age shall not enter the dog park.
18. Human or dog food inside the dog park is prohibited.
19. Dog toys are not permitted inside the dog park.
20. The dog park is designated a "No Smoking" area.

### **FISHING POLICY**

Residents may fish within certain designated District owned lake/retention ponds within the District. Please check with the Facility Manager for rules and regulations pertaining to fishing and for proper access points to these bodies of water. The District has a "catch and release" policy for all fish caught in these waters. No watercrafts of any kind are allowed in these bodies of water except for small remote controlled boats intended for recreational purposes. Swimming is also prohibited in any of the waters.

## **SUSPENSION AND TERMINATION OF PRIVILEGES**

1. **Violations.** The privileges of a Patron to use the Amenity Facility may be suspended or terminated if the Patron engages in any of the following behavior:
  - a) Submits false information on any application for use of the Amenity Facility;
  - b) Permits the unauthorized use of an amenity pass;
  - c) Exhibits unsatisfactory behavior, deportment or appearance;
  - d) Fails to pay fees owed to the District in a proper and timely manner;
  - e) Fails to abide by any policies or rules established for the use of the Amenity Facility;
  - f) Treats the District's supervisors, staff, facility management, contractors, or other representatives, or other Patrons, in an unreasonable or abusive manner;
  - g) Damages or destroys District property; or
  - h) Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the District, or its supervisors, staff, facility management, contractors, or other representatives, or other Patrons.
2. **Reporting of Violations.** For all offenses outlined in Section 1 above, the District Manager, or Facility Manager, shall create a written report of the incident, which report shall be signed by the offending Patron and the District Manager or Facility Manager, as the case may be, and kept on file by the District. If the offending Patron refuses to sign the incident report, it shall be kept on file by the District with a notation to that effect by the District Manager or Facility Manager, as the case may be.
3. **Suspension by the District Manager or Facility Manager / Appeal of Suspension.** The District Manager, or the Facility Manager, may at any time suspend a Patron's privileges to use the Amenity Facility for committing any of the violations outlined in Section 1. Such suspension shall be for a maximum period of 30 consecutive days. In determining the length of any suspension, the District Manager, or Facility Manager, shall take into account the nature of the conduct and any prior violations. A Patron subject to a suspension under this Section 3 may appeal the suspension to the Board by filing a written request for an appeal, which written request shall be immediately sent to the District's Chairperson. The filing of a request for an appeal shall not result in the stay of the suspension. The District shall consider the appeal at its next Board meeting and shall provide reasonable notice to the Patron of the Board meeting where the appeal will be considered. At that meeting, the Board shall allow the Patron to appear and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning or otherwise modifying the suspension, to address the appeal and any violations outlined in Section 1. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.
4. **Suspension or Termination by the Board.** The District Manager, or the Facility Manager, may recommend to the Board, or the Board on its own initiative may elect to consider, a suspension or termination of a Patron's privileges for committing any of the violations outlined in Section 1. At least 15 days prior to any Board meeting where a

suspension or termination is to be considered under this Section, the District shall send written notice of the meeting by United States mail to the Patron's last known address. Upon prior written request submitted by the Patron to the District at least 5 days prior to the meeting, the Board shall allow the Patron to appear at the meeting and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances to address the violations outlined in Section 1, including suspension or permanent termination of a Patron's privileges to use the Amenity Facilities. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

5. **Trespass.** If a Patron subject to a suspension or termination is found on the Amenity Facilities premises, such Patron will be subject to arrest for trespassing.

#### **RATES AND FEES**

Non-Resident Annual User Fee	\$3,000.00
Pavilion Rental Fee	\$250.00 for 4 hours, \$75.00 each additional hour
Identification Card Replacement Fee	\$25.00
Mailbox Key Replacement Fee	\$30.00
Mailbox Kiosk Lock Replacement Fee	\$90.00

### **ALCOHOL POLICIES**

- Patrons and their guests aged twenty-one (21) or older may bring their own alcoholic beverages for their own consumption at a private event at the Amenity Facilities. Such Patrons and their guests agree to comply with applicable Florida laws and further agree to indemnify and hold harmless the District, Facility Manager and their Supervisors, officers, directors, consultants and staff from any and all liability, claims, actions, suits, or demands by any person, corporation or other entity, for injuries, death property damage of any nature, arising out of, or in connection with the, the consumption of alcohol. Patrons and their guests agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla. Stat.
- Patrons intending to serve alcohol to other Patrons or guests at a rented facility must so indicate on the Facility Use Application and complete an Alcohol Request Form. Any Patron who does not (1) so indicate at the time the application is submitted, and (2) complete the Alcohol Request Form, shall not be permitted to serve alcohol.
- Event Liability insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. The District, the Board, and District staff and consultants are to be named on these policies as additional insureds.
- Patrons serving alcohol agree to indemnify and hold harmless the District, the Facility Manager and the Board Supervisors, officers, directors, consultants and staff from any and all liability, claims, actions, suits, or demands by any person, corporation or other entity, for injuries, death property damage of any nature, arising out of, or in connection with the, the service of alcohol. Patrons agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla. Stat.
- Patrons must hire a certified bartender to dispense alcohol.
- The Facility Manager staff must be present at all private events at which alcohol is served. Patrons shall be required to pay for the staff at a rate to be determined by the Facility Manager.

## *SIXTH ORDER OF BUSINESS*



## **RESOLUTION 2020-03**

**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 2019A; 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 2019A; 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 2019A, in the par amount of \$7,500,000 (“Series 2019A Bonds”); and

**WHEREAS**, the District closed on the sale of the Series 2019 Bonds on October 21, 2019; and

**WHEREAS**, as prerequisites to the issuance of the Series 2019 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 2019 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 2019 Bonds is in the best interests of the District.

**SECTION 2.** The issuance and sale of the Series 2019 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 2019 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2019 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 \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

**ARMSTRONG COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

## *SEVENTH 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

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

*THIS AMENDED & RESTATED DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT AMENDS THE DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT RECORDED IN CLAY COUNTY OFFICIAL RECORDS BOOK 4073, PAGE 549.*

**Board of Supervisors<sup>1</sup>  
Armstrong Community Development District**

Liam O'Reilly  
Chairperson

Grady Miars  
Assistant Secretary

Mike Taylor  
Vice Chairperson

Blake Weatherly  
Assistant Secretary

Rose Bock  
Assistant Secretary

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

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.

<sup>1</sup> This list reflects the composition of the Board of Supervisors as of November 1, 2019. 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.

**AMENDED & RESTATED 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, and amended by Ordinance No. 2018-40 enacted by the Board of County Commissioners of Clay County, Florida, which was effective August 17, 2018. The District encompasses 201.04 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 funded?**

The District is comprised of approximately 201.04 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, the District adopted an *Improvement Plan*, dated January 11, 2017, as supplemented by the *Supplemental Engineer's Report* dated August 17, 2017 and *Supplemental Engineer's Report* dated September 30, 2019 (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 and Series 2019 Project (both defined herein) (together, "**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.

On October 21, 2019, 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 2019 Project**"). On that date, the District issued its Armstrong Community Development District, Special Assessment Revenue Bonds, Series 2019A, in the amount of \$7,500,000 ("**Series 2019 Bonds**"). Proceeds of the Series 2019 Bonds are being used to finance the cost of a portion of the acquisition, construction, installation, and equipping of the Series 2019 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
- Fitness center
- Children's Center
- Bathrooms and Locker Area
- Family Pool and Water Park
- Playground Equipment
- Picnic Tables
- 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.

## Series 2019 Project

The stormwater management systems will consist of the construction of stormwater management facilities that will collect stormwater runoff from “**Assessment Area 2**” and roadway rights of way, as well as the construction of stormwater pipes and structures that will collect stormwater runoff and convey it into the stormwater management facilities.

An internal roadway system to provide access throughout Assessment Area 2 of the District will be constructed in accordance with County standards. It will include the construction/installation of sidewalks, landscaping, and underdrains. Disturbed areas within the rights of way that are outside of the paved areas will be landscaped, sodded and/or seeded and mulched 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 dedicate the roadways to County.

Certain park and common area landscape/hardscape improvements are intended to be constructed within the limits of Assessment Area 2. These improvements will be designed and constructed to County standards and will be owned and maintained by the District.

The District has constructed and opened the Amenity Center. The Amenity Center was partially funded with proceeds from the Series 2017 Bonds issued by the District. The developer funded approximately \$2,530,012 of the total cost of the Amenity Center, and anticipates that the District will repay such funds from proceeds from the Series 2019 Bonds as contemplated by the Completion Agreement between the District and the developer dated September 28, 2017. As part of the Series 2019 Project, the District may also construct additional enhancements to the Amenity Center which may include shade structures, pavilions, furniture, fixtures, additional lighting, and food service equipment.

The water, sewer and reuse systems will serve Assessment Area 2. Both potable and reuse water distribution systems will be constructed, as well as sanitary sewer collection systems.

### 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 and Series 2019 Bonds (together, “**Bonds**”). The amortization schedules for the Bonds are available at the District Manager’s Office. 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 and the *Final Numbers Supplemental Special Assessment Methodology Report for the Series 2019 Special Assessment Revenue Bonds Assessment Area 2* dated October

9, 2019 (together, “**Assessment Methodology**”), are available for review at the District Manager’s Office.

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 Series 2017 Project (“**Series 2017 Debt Assessments**”). The Series 2019 Bonds and associated interest are payable solely from and secured by non-ad valorem special assessments levied against those lands within Assessment Area 2 of the District, as further described in **Exhibit “C”** attached hereto, that benefit from the design, construction, and/or acquisition and operation of the Series 2019 Project (“**Series 2019 Debt Assessments**”), and together with the Series 2017 Debt Assessments, “**Debt Assessments**”). The Debt Assessments are typically billed in the same manner as are county ad valorem taxes but may be billed directly by the District. The Debt Assessments are levied in accordance with the Assessment Methodology and represent an allocation of the costs of the Capital Improvement Plan to those lands within the District benefiting from the Capital Improvement Plan.

The 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 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's Office.

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.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this *Amended & Restated Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken* has been executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and recorded in the Official Records of Clay County, Florida.

**ARMSTRONG COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Liam O'Reilly  
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 \_\_\_\_\_, 2019, by Liam O'Reilly, 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, 89.08 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, 2584.82 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.

## 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:

Begin at the southwest corner of said Lot 1; thence on the west line thereof, North 00 degrees 12 minutes 04 seconds West, 1316.82 feet; thence South 72 degrees 33 minutes 02 seconds East, 14.88 feet; thence easterly, along the arc of a curve concave northerly and having a radius of 1030.00 feet, an arc distance of 712.87 feet, said arc being subtended by a chord bearing and distance of North 87 degrees 37 minutes 19 seconds East, 698.73 feet; thence northeasterly, along the arc of a curve concave southeasterly and having a radius of 1470.00 feet, an arc distance of 111.03 feet to the westerly line of Tynes Boulevard, according to plat thereof recorded in Plat Book 59, pages 27 through 33 of said public records;,, said arc being subtended by a chord bearing and distance of North 69 degrees 57 minutes 30 seconds East, 111.01 feet thence on said westerly line, run the following 10 courses: 1) North 79 degrees 02 minutes 46 seconds East, 26.26 feet; 2) 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; 3) 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; 4) 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; 5) 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; 6) South 10 degrees 34 minutes 41 seconds West, 149.40 feet; 7) 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; 8) South 20 degrees 22 minutes 49 seconds West, 140.88 feet; 9) 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; 10) South 14 degrees 42 minutes 49 seconds East, 500.93 feet; 11) 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 Lot 1, 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, South 88 degrees 58 minutes 49 seconds West, 972.65 feet to the point of beginning.

### 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 portion being more particularly described as follows:

Commence at the northwest corner of Lot 79, Greyhawk Unit 1, according to plat thereof recorded in Plat Book 60, pages 50 through 61 of the public records of said county; thence on the boundaries of said Greyhawk Unit 1, run the following 36 courses: 1) South 07 degrees 26

minutes 25 seconds East, 381.81 feet; 2) North 74 degrees 18 minutes 55 seconds East, 86.30 feet; 3) South 64 degrees 54 minutes 30 seconds East, 11.95 feet; 4) South 15 degrees 41 minutes 05 seconds East, 13.51 feet; 5) South 28 degrees 08 minutes 32 seconds West, 10.95 feet; 6) South 67 degrees 27 minutes 53 seconds West, 13.37 feet; 7) South 16 degrees 42 minutes 03 seconds West, 2.70 feet; 8) 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; 9) South 44 degrees 29 minutes 57 seconds East, 33.36 feet; 10) 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; 11) South 49 degrees 01 minute 59 seconds East, 33.04 feet; 12) South 15 degrees 03 minutes 28 seconds East, 56.81 feet; 13) South 32 degrees 03 minutes 24 seconds East, 64.97 feet; 14) South 17 degrees 42 minutes 30 seconds East, 27.60 feet; 15) southeasterly, along the arc of a curve concave northeasterly and having a radius of 1055.00 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 second East, 150.01 feet; 16) South 76 degrees 06 minutes 51 seconds East, 23.87 feet; 17) North 89 degrees 21 minutes 44 seconds East, 47.98 feet; 18) South 58 degrees 19 minutes 30 seconds East, 58.99 feet; 19) South 55 degrees 01 minute 32 seconds East, 38.19 feet; 20) South 76 degrees 30 minutes 46 seconds East, 42.61 feet; 21) South 76 degrees 55 minutes 47 seconds East, 60.65 feet; 22) South 45 degrees 35 minutes 34 seconds East, 109.11 feet; 23) southeasterly, along the arc of a curve concave southwesterly and having a radius of 175.00 feet, an 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; 24) South 13 degrees 51 minutes 33 seconds East, 62.93 feet; 25) South 01 degree 01 minute 13 seconds East, 2.99 feet; 26) South 13 degrees 16 minutes 05 seconds West, 71.73 feet; 27) South 65 degrees 02 minutes 43 seconds West, 4.41 feet; 28) South 80 degrees 12 minutes 08 seconds West, 87.51 feet; 29) South 87 degrees 58 minutes 33 seconds West, 61.91 feet; 30) North 84 degrees 39 minutes 04 seconds West, 79.56 feet; 31) North 82 degrees 17 minutes 36 seconds West, 65.84 feet; 32) South 88 degrees 28 minutes 44 seconds West, 63.57 feet; 33) South 45 degrees 08 minutes 39 seconds West, 57.44 feet; 34) South 45 degrees 02 minutes 15 seconds West, 41.12 feet; 35) South 21 degrees 46 minutes 07 seconds West, 83.30 feet; 36) South 12 degrees 48 minutes 36 seconds East, 38.35 feet to the south line of said Lot 2, Armstrong Plat; thence on said south line, South 88 degrees 58 minutes 49 seconds West, 906.45 feet to the east line of Tynes Boulevard; thence on said east line, run the following 7 courses: 1) 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 16 seconds West, 107.44 feet; 2) North 14 degrees 42 minutes 49 seconds West, 500.93 feet; 3) 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; 4) North 20 degrees 22 minutes 49 seconds East, 140.88 feet; 5) 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; 6) North 10 degrees 34 minutes 41 seconds East, 149.40 feet; 7) 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 to the southerly line of Royal Pines Drive, said arc being subtended by a chord bearing and distance of North 49 degrees 46 minutes 48 seconds East, 49.71 feet; thence on said southerly line of Royal Pines Drive, run the following 2 courses: 1) 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; 2) North 85 degrees 23 minutes 11 seconds East, 345.18 to the point of beginning.

#### PARCEL "C"

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:

Begin 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 north line of Greyhawk Unit 1, according to plat thereof recorded in Plat Book 60, pages 50 through 61 of the public records of said county; thence on the boundaries thereof, run the following 15 courses: 1) South 76 degrees 16 minutes 03 seconds West, 137.18 feet; 2) North 77 degrees 01 minute 38 seconds West, 58.12 feet; 3) South 87 degrees 49 minutes 35 seconds West, 127.71 feet; 4) South 53 degrees 04 minutes 15 seconds West, 17.54 feet; 5) 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; 6) South 87 degrees 38 minutes 13 seconds West, 416.86 feet; 7) South 01 degree 46 minutes 00 seconds East, 60.16 feet; 8) South 88 degrees 14 minutes 00 seconds West, 110.00 feet; 9) North 84 degrees 37 minutes 42 seconds West, 50.39 feet; 10) South 88 degrees 14 minutes 00 seconds West, 121.68 feet; 11) 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 second West, 81.39 feet; 12) South 87 degrees 38 minutes 13 seconds West, 362.10 feet; 13) South 02 degrees 21 minutes 47 seconds East, 86.36 feet; 14) 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; 15) 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 the boundaries thereof, run the following 11 courses: 1) South 85 degrees 23 minutes 11 seconds West, 56.83 feet; 2) westerly, along the arc of a curve concave southerly and having a radius of 1040.00 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;

3) 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; 4) 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; 5) northwesterly, along the arc of a curve concave northeasterly and having a radius of 75.00 feet, an arc distance of 81.79 feet, said arc being subtended by a chord bearing and distance of North 38 degrees 51 minutes 24 seconds West, 77.79 feet; 6) South 66 degrees 13 minutes 36 seconds West, 52.06 feet; 7) southwesterly, along the arc of a curve concave northwesterly and having a radius of 75.00 feet, an arc distance of 70.93 feet, said arc being subtended by a chord bearing and distance of South 19 degrees 28 minutes 47 seconds West, 68.32 feet; 8) southwesterly, along the arc of a curve concave southeasterly and having a radius of 116.00 feet, an arc distance of 62.59 feet, said arc being subtended by a chord bearing and distance of South 31 degrees 07 minutes 16 seconds West, 61.83 feet; 9) 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; 10) South 67 degrees 43 minutes 16 seconds West, 42.24 feet; 11) South 25 degrees 32 minutes 47 seconds East, 60.52 feet; thence southwesterly, along the arc of a curve concave southeasterly and having a radius of 1470.00 feet, an arc distance of 111.03 feet, said arc being subtended by a chord bearing and distance of South 69 degrees 57 minutes 30 seconds West, 111.01 feet; thence westerly, along the arc of a curve concave northerly and having a radius of 1030.00 feet, an arc distance of 712.87 feet, said arc being subtended by a chord bearing and distance of South 87 degrees 37 minutes 19 seconds West, 698.73 feet; thence North 72 degrees 33 minutes 02 seconds West, 14.88 feet to the west line of said Lot 1; thence on said west line, North 00 degrees 12 minutes 04 seconds West, 1277.78 feet to the point of beginning; all of the above being 105.47 acres, more or less, in area.

*EIGHTH ORDER OF BUSINESS*

**RESOLUTION 2020-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT TO  
DESIGNATE THE DATE, TIME AND PLACE OF PUBLIC HEARING  
AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING  
FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND  
PROVIDING AN EFFECTIVE DATE**

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

**WHEREAS**, the Board of Supervisors of the District ("Board") is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

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

**SECTION 1.** A Public Hearing will be held to adopt the District's Rules of Procedure on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_m., at Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida 32065.

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 14<sup>th</sup> day of November, 2019.

**ATTEST:**

**ARMSTRONG COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors



## *NINTH ORDER OF BUSINESS*

**FIRST AMENDMENT TO 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 FIRST AMENDMENT TO THE HOLD HARMLESS AGREEMENT (“Agreement”)** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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

**WHEREAS**, the Parties previously authorized the Hold Harmless Agreement for Costs Incurred in Connection with Tynes Boulevard Extension; and

**WHEREAS**, pursuant to the Interlocal Agreement and the Hold Harmless Agreement, the Developer has provided funds for the construction of the Project; and

**WHEREAS**, subsequent to the Interlocal Agreement and the Hold Harmless Agreement, Clay County updated its ordinances to impose Road Impact Fees, and provide for a credit to be granted against the impact of Road Impact Fee obligations; and

**WHEREAS**, Clay County authorized a Road Impact Fee Credit Agreement with the District in connection with the donation of land to the County for a portion of Tynes Boulevard (Phase 2), which donation was a requirement of the Interlocal Agreement; and

**WHEREAS**, the Developer has requested that the District assign to the Developer the Road Impact Fee Credit Agreement as it was the Developer that ultimately caused the conveyance of the land to the District at no cost to the District; and

**WHEREAS**, because the District did not independently fund the Project or the acquisition or conveyance of land, the District finds it fair to assign the Road Impact Fee Credit Agreement to the Developer so that the Developer may be reimbursed for funds it expended in the construction of the Project.

**NOW, THEREFORE**, based on the good and valuable consideration and 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 Amendment, and the terms of the Hold Harmless Agreement are expressly incorporated herein.

**SECTION 2. AMENDMENT.** Section 2 of the Hold Harmless Agreement shall be amended as follows:

**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. Additionally, with authorization of Clay County, the District shall assign to the Developer the District's rights and obligations under any road impact fee credit agreement entered into between the District and the County that pertains to (i) any credits to be granted by the County on account of right-of-way dedications associated with Tynes Boulevard made by Developer or its affiliates, or (ii) any credits to be granted by the County on account of Developer's satisfaction, at Developer's cost or expense, of any other obligations under the Interlocal Agreement.

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.

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

(Signatures on Next Page)

**ATTEST:**

**ARMSTRONG COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**ATTEST:**

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

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Roger S. Arrowsmith  
Senior Vice President

## *TENTH ORDER OF BUSINESS*

**CLAY COUNTY**  
**AGREEMENT/CONTRACT #2019/2020-2**

**ROAD IMPACT FEE CREDIT AGREEMENT**  
**ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT**

This Road Impact Fee Credit Agreement (the Agreement) is made and executed as of this 8th day of October, 2019, by CLAY COUNTY, a political subdivision of the State of Florida (the County), and ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT, a special purpose unit of government established under Chapter 190, Florida Statutes (Armstrong).

Recitals

WHEREAS, on September 26, 2017, the County adopted Ordinance No. 2017-30, known as the Amended Road Impact Fee Ordinance, as amended by Ordinance No. 2018-14 and Ordinance No. 2019-26 (collectively referred to as the Ordinance) which imposed Road Impact Fees, as that term is defined in the Ordinance, on new road impact fee construction in the County, and which contains provisions for credit to be granted against the imposition of Road Impact Fee obligations, as well as against Adequate Public Facilities (APF) requirements imposed in the Branan Field Master Plan area, which arise from the donation of real property by an Owner of all or any portion of an APF or Impact Fee Eligible Road, as that term is defined by the Ordinance; and

WHEREAS, such credit, once granted pursuant to the requirements for same in the Ordinance, may be used by an Owner in connection with future road impact fee construction within the Owner's property; and

WHEREAS, as of the date hereof Armstrong has donated land to the County for a portion of Tynes Boulevard (Phase 2), which connects the existing Tynes Boulevard to the south with that portion of Tynes Boulevard being constructed within the Argyle Forest Development of Regional

Impact, and which is identified as Phase 2 on the map attached as Exhibit A-1 and made a part hereof; and

WHEREAS, the portion of Tynes Boulevard which is the subject of this Agreement, Phase 2, is an APF road and an Impact Fee Eligible Road; and

WHEREAS, Armstrong has delivered to the County an appraisal (the Appraisal) prepared by Moody Appraisal Group and dated July 9, 2019 which provides an appraised value of Phase 2; and

WHEREAS, the Appraisal sets forth a value for Phase 2 of \$140,000 in its Executive Summary, a copy of which is attached as Exhibit A-2 and made a part hereof; and

WHEREAS, as a result of the donation of Phase 2, Armstrong is entitled to APF and Impact Fee Credit for use in the Westbank Plat recorded in Plat Book 59, page 65 through 69 of the public records of Clay County (the Development); and

WHEREAS, Armstrong and the County acknowledge that the Ordinance provides that the credit may be used to satisfy APF Requirements for the Development and in the event there is excess credit remaining, then the excess credit may be used to satisfy Road Impact Fee obligations arising out of the Development; and

WHEREAS, the parties to this Agreement desire to delineate their respective rights and obligations with regard to the implementation of the Ordinance and the collection of the Road Impact Fees pursuant thereto, as well as to provide for the administration of the credit arising out of the donation of Phase 2 property against the imposition of APF and Road Impact Fees arising out of the Development; and

NOW THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

1. The recitals set forth hereinabove form an integral part of this Agreement. When construing this Agreement, the parties shall refer to the recitals to the extent necessary to give full effect to the intent of the parties as reflected in this Agreement; provided, however, that if the recitals and a substantive provision of this Agreement are in direct conflict and cannot be reconciled, then the substantive provision shall control.

2. The Parties hereby confirm the credit applicable to the donation of the Phase 2 property in the amount of \$140,000 in favor of Armstrong. After reduction of the APF fee in the amount of \$36,191.92 attributed to the Development, there remains an excess credit in the amount of \$103,808.08 which may be used to satisfy the Road Impact Fee obligations arising out of the Development until the total credit is exhausted.

3. The credit granted pursuant to this Agreement may not be transferred and shall be limited to satisfying the APF Requirement for the Development, and to the extent there is excess credit remaining, to satisfying the Road Impact Fee obligations arising out of the Development. To the extent any excess is not extinguished after being applied to the APF Requirements and the Road Impact Fee obligations arising out of the Development, it will not be transferable to another development nor available for refund. Any credit unused upon the buildout of the Development shall not be subject to refund or transfer.

4. The use of the credit hereunder shall not be limited in time nor restricted to any particular land uses or lands within the Development. The parties agree that the Road Impact Fees to which the credit may be applied shall be those in effect at the time the Road Impact Fees for applicable new development would otherwise be due under the Ordinance.

5. So long as Armstrong has or is entitled to any credit not yet applied against Road Impact Fees, Armstrong, or its successors or assigns with respect to such credit, shall be entitled to the



issuance of any and all EPCs for new road impact fee construction within the Development without the payment of Road Impact Fees so long as the credit is applied in lieu thereof.

6. The County, through its Impact Fee Coordinator, shall:
  - a. Maintain a running tally of the monetary credit available to Armstrong against Road Impact Fees;
  - b. Pursuant to the fee schedule set forth in the Ordinance, assess Road Impact Fees against all new road impact fee construction within the Development;
  - c. Upon receipt of any notification of intent to make application for an EPC for new road impact fee construction within the Development, determine whether available credit remains for the assessed Road Impact Fee to be applied to said new road impact fee construction;
  - d. Require that a Credit Voucher from Armstrong, in substantially the form as provided for in Exhibit B-1 and B-2 to this Agreement, stating the dollar amount of credit transferred by Armstrong to the applicant be presented to the County as provided for in paragraph 7 below; deduct the amount of the Credit Voucher from the then-unapplied balance of the credit available to Armstrong or its assignee; and issue to such applicant such documentation as is necessary to cause the permitting authority to deduct the credited amount from the assessed Road Impact Fees;
  - e. Accept Credit Vouchers at any time up to the time application is made for an EPC. If a Credit Voucher is not presented at the time an application for an EPC is made, then the applicant shall pay the applicable Road Impact Fee due to the County. Once paid, the fee is non-refundable;

f. Permit Armstrong periodically, upon request to the County, the opportunity to inspect and copy Credit Vouchers accepted by the County; and

g. In the event that the credit established under paragraph 2 is exhausted, advise Armstrong in writing of said occurrence.

7. Armstrong shall:

a. Be entitled to the amount of credit established in paragraph 2 hereof against the collection of Road Impact Fees required by the Ordinance on new road impact fee construction within the Development for which an application for an EPC has been submitted after the effective date of the Ordinance;

b. Provide a list, updated as necessary, of the persons authorized to execute the Credit Vouchers on behalf of Armstrong;

c. In the event that any rights under this Agreement are sold or assigned by Armstrong, provide to the County specific information identifying the assignee to whom said assignment is made, the amount of the credit so assigned, the person(s) authorized to execute a Credit Voucher on behalf of the assignee, and a description of the assignee's lands within the Development for which the credit may be used; and

d. Notify any assignee that it shall provide the County written notification of any transfer of credit to a successor in title, executed by the assignee and the successor, identifying the successor, the person(s) authorized to execute the Credit Voucher on behalf of the successor, the dollar amount of the credit transferred, and a description of the successor's lands within the assignee's lands within the Development for which the credit may be used.

8. A Credit Voucher shall be submitted to and accepted by the County no later than such time(s) as the applicable Road Impact Fee is otherwise due. The County will not accept a metes and bounds description of real property on a Credit Voucher for real property being developed as a subdivision. For property being developed as a subdivision, the description of the real property for which credit is sought shall include the applicable subdivision plat and the lot and block numbers involved for which the credit may be used. Submittal on a single Credit Voucher may be made for acceptance of credit for multiple lots from a single subdivision. For all other road impact fee construction, the Credit Voucher shall be accompanied by a copy of the building permit, the mailing address of the parcel, and the parcel identification number.

9. The County shall not be responsible for determining whether any particular Credit Voucher is valid as between Armstrong or any assignee or assignee's successor, as applicable, for any road impact fee construction within any portion of the Development, and shall accept any Credit Voucher on the applicable form and signed by the person(s) identified in Section 7(b), (c) and (d) above who is authorized to execute the Credit Voucher for any particular road impact fee construction within any portion of the Development at the time any Road Impact Fee is otherwise due.

10. On or before January 31 of each year, commencing January 31 of the year following the year in which the credit is determined and for so long as there remains any credit under this Agreement, Armstrong or an assignee, as may be designated by Armstrong in writing to the County, shall prepare and deliver to the County an annual report setting forth the amount of credit transferred to assignees during the prior year and the balance of the credit remaining.

11. This Agreement may only be modified in writing by written agreement approved and executed in a manner consistent with this Agreement by all parties to this Agreement.

12. The County Manager for the County, and Armstrong, through its officers or members of its Board of Supervisors, as applicable, shall be responsible for notifying the other parties in writing as to any proposed change to this Agreement or any proposed termination of this Agreement. Written notification shall be sent by United States Mail or by hand delivery to the addresses presented below:

COUNTY:

Howard Wanamaker, County Manager  
Clay County Administration Building  
477 Houston Street  
Green Cove Springs, FL 32043  
(904) 269-6347

and

Clay County Impact Fee Coordinator  
Clay County Administration Building  
477 Houston Street  
Green Cove Springs, FL 32043  
(904) 269-6301

ARMSTRONG:

Armstrong Community Development  
District  
3989 Eagle Landing Parkway  
Orange Park, Florida 32065

13. If the County defaults in the performance of any obligation required to be performed by it under this Agreement, then Armstrong, or any assignee or assignee's successor holding credit, may deliver written notice of such default to the County. The County shall cure such default within thirty days after the delivery of such notice of default. If the County does not cure such default within the time period provided, then the entity which provided notice of default to the County may pursue any available remedies in law or equity.

14. If Armstrong or any assignee or assignee's successor holding credit defaults in the performance of any obligation required to be performed by it under this Agreement (the Defaulting Party), then the County may deliver written notice of such default to the Defaulting Party. The Defaulting Party shall cure such default within thirty days after the delivery of such notice of default. If the Defaulting Party does not cure such default within the time period provided, then the County may pursue any available remedies in law or equity.

15. The parties agree to cooperate fully in the implementation of this Agreement and the Ordinance, and to negotiate in good faith such further agreements as may be necessary to implement this Agreement and the Ordinance or amendments thereto within their respective jurisdictions.

16. All parties agree particularly that this Agreement is bound by the terms of the County's Ordinance and the Impact Fee Study adopted therein, as the same may be amended from time to time. If there is any inconsistency found between this Agreement and such Ordinance, as amended, then the Ordinance shall prevail and be applicable; provided however, no amendment or change to the Ordinance which would (i) serve to eliminate or reduce Armstrong's right to credit or the amounts thereof, (ii) constrain the ability to assign such credit as provided for in this Agreement, or (iii) materially and adversely affect the rights of Armstrong or its successors or assigns under the terms of this Agreement, shall be effective as to this Agreement.

17. This Agreement is made for the sole benefit and protection of the parties and their respective successors and specific assignees. No other persons shall have any right of action hereunder.

18. This Agreement shall be binding upon the parties and their respective assigns and successors.

19. This Agreement shall remain in effect until all lots within the Development are improved.
20. This Agreement may not be transferred or assigned without first receiving written approval of the Board of County Commissioners.
21. No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.
22. The parties have voluntarily entered into this Agreement in consideration of the benefits and the rights of the parties arising hereunder.
23. This Agreement constitutes the entire understanding and agreement of the parties as to the subject matter hereof, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter.
24. Section headings included in this Agreement are for convenience only and shall have no effect upon the meaning or construction of this Agreement.
25. Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
26. Unless otherwise provided in this Agreement, no amendment or modification of this Agreement shall be effective or binding upon the parties unless such amendment or modification is in writing and has been executed by the parties.
27. The parties shall comply with any and all applicable federal, state and local laws, ordinances, codes, rules and regulations as the same exist and may be amended from time to time.

28. The parties hereto agree to cooperate in all reasonable respects to ensure the performance of their obligations pursuant to this Agreement and agree to execute such additional documents and instruments as may be reasonably required to carry out the intent of this Agreement.

29. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in Clay County, Florida. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

30. Time is of the essence with respect to this Agreement and each of its terms and provisions.

31. This Agreement and subsequent amendments hereto shall become effective the date they are approved by the parties.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this  
day and year written below.

CLAY COUNTY, FLORIDA  
a political subdivision of the State of Florida,  
by its Board of County Commissioners

By: Mike Cella 10/8/2019  
Its Chairman

ATTEST:

By: [Signature]  
Howard Wanamaker, County Manager and  
Clerk to the Board of County Commissioners

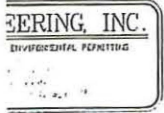
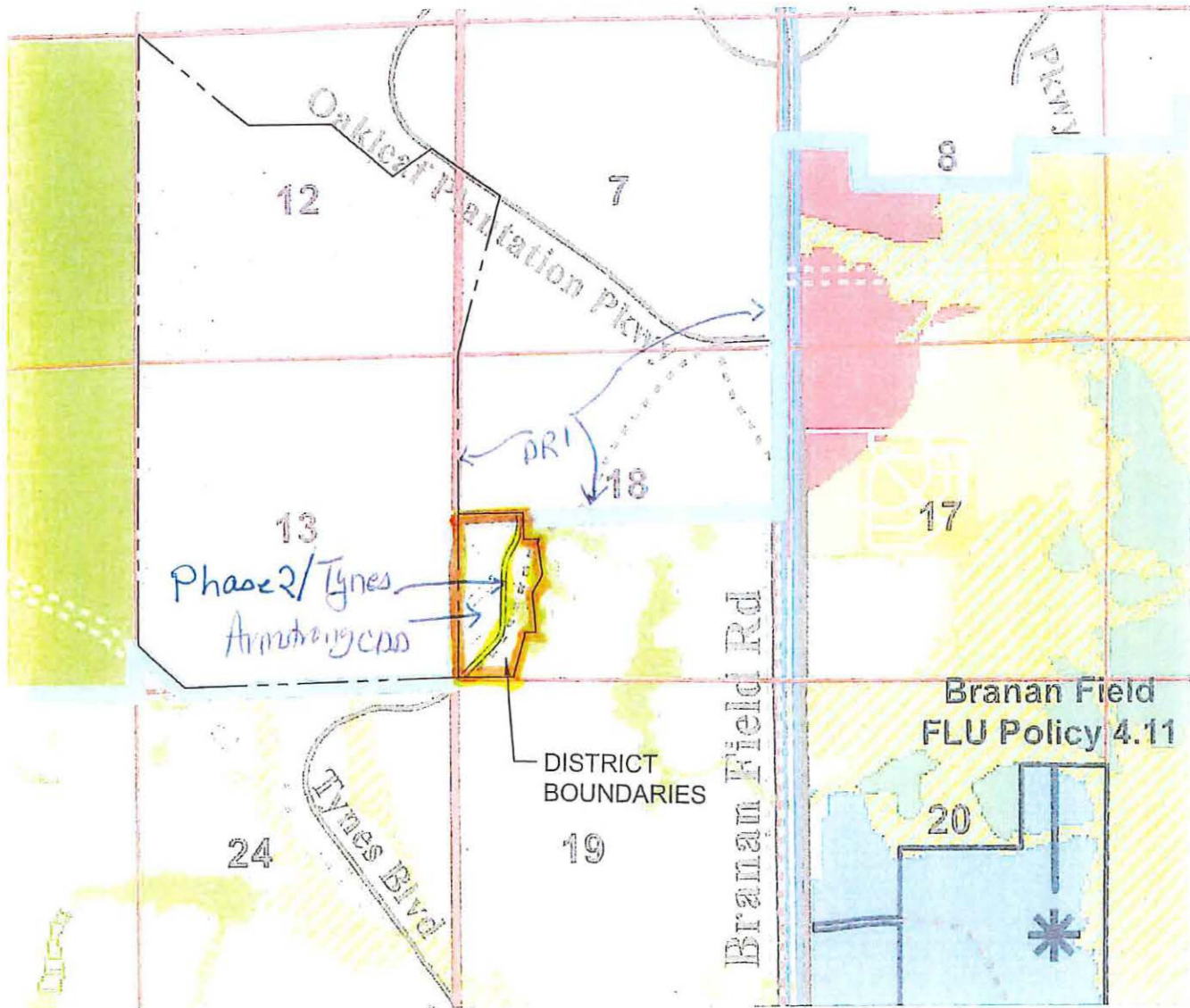
ARMSTRONG COMMUNITY DEVELOPMENT  
DISTRICT, a community development district  
organized pursuant to Chapter 190, Florida Statutes.

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary





FUTURE LAND USE MAP (2025)

SOUTH VILLAGE CDD

Exhibit A-1

## EXECUTIVE SUMMARY

Property Name	Royal Pines Drive/Tynes Boulevard ROW (Phase 1 and Phase 2)
Address	Royal Pines Drive/Tynes Boulevard Orange Park, Clay County, Florida 32068
Property Type	ROW
Owner of Record	Armstrong Venture, LLC
Tax ID Number(s)	Phase 1: 18-04-25-007953-051-01 Phase 2: 18-04-25-007953-001-237

### Gross Land Area (Acres)

Phase 1, Parcel 1A: 3.30 acres (multi-family)  
Phase 1, Parcel 1B: 1.15 acres (commercial)  
Phase 1, Parcel 2: 7.95 acres (SFR)  
Phase 2: 5.48 acres (SFR)  
Total Size: 17.88 acres

Zoning Designation	Planned Unit Development (PUD)
Highest & Best Use - As Vacant	ROW
Exposure Time	12± Months
Marketing Period	12± Months
Date of Report	May 14, 2019

### Value Conclusions

Appraisal Premise	Interested Appraised	Date of Value	Value Conclusion
Market Value As Is	Fee Simple	May 14, 2019	
Phase 1, Parcel 1A:			\$570,000
Phase 1, Parcel 1B:			\$300,000
Phase 1, Parcel 2:			\$280,000
<u>Phase 2:</u>			<u>\$140,000</u>
Total Value:			\$1,290,000

The values above are subject to definitions, assumptions and limiting conditions set forth in the accompanying report of which this summary is part. No party other than the client and intended users may use or rely on the information, opinions and conclusions contained in the report. It is assumed that the users of the report have read the entire report.

### Extraordinary Assumptions & Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is an assignment specific assumption as of the effective date regarding uncertain information used in the analysis which, if found to be false, could alter the appraiser's opinions of conclusions.

1. None

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A Hypothetical Condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for purpose of the analysis.

1. None

**EXHIBIT B-1**

**SAMPLE VOUCHER FORM DIRECT ASSIGNMENT OF CREDIT**

**CLAY COUNTY BUILDING DEPARTMENT  
CLAY COUNTY ROAD IMPACT FEE CREDIT VOUCHER**

Assignor: **Armstrong Community Development District**  
Address:  
Phone:  
Contact:

Builder/Owner Name -- Assignee: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_ E-mail: \_\_\_\_\_

Parcel information:  
Building Permit No.: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Subdivision: \_\_\_\_\_

The undersigned Assignor hereby gives notice to Clay County, Florida, that the sum of \$\_\_\_\_\_ should be deducted from the remaining credit for Road Impact Fees as referenced in the Clay County Agreement/Contract #19/20-\_\_\_\_ Impact Fee Credit Agreement adopted \_\_\_\_\_, 2019.

Assignor: **Armstrong Community  
Development District**

Date: \_\_\_\_\_

By: \_\_\_\_\_

**Clay County Impact Fee Coordinator:**

Date: \_\_\_\_\_

Verified by: \_\_\_\_\_  
Nancy Parker, Clay County  
Impact Fee Coordinator

**EXHIBIT B-2**

**SAMPLE VOUCHER FORM- TRANSFER OF CREDIT AGREEMENT**

**CLAY COUNTY BUILDING DEPARTMENT  
CLAY COUNTY ROAD IMPACT FEE CREDIT VOUCHER**

Assignor: **Armstrong Community Development District**  
Assignee:  
Address:  
Phone:  
Contact:

Builder/Owner Name – Successor: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Parcel information:**

Building Permit No.: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Subdivision: \_\_\_\_\_

The undersigned Assignee hereby gives notice to Clay County, Florida, that the sum of \$\_\_\_\_\_ should be deducted from the remaining credit for road impact fees as referenced in the Clay County Agreement/Contract #19/20-\_\_\_\_ Impact Fee Credit Agreement adopted \_\_\_\_\_, 2019.

Assignee: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

**Clay County Impact Fee Coordinator:**

**Date:** \_\_\_\_\_

Verified by: \_\_\_\_\_  
Nancy Parker, Clay County  
Impact Fee Coordinator

**IN RE: CLAY COUNTY CONTRACT #19/20-2**

**APPROVAL OF ASSIGNMENT OF ROAD IMPACT FEE CREDIT AGREEMENT  
BY THE ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT  
TO THE WB INVESTMENT COMPANY**

THIS APPROVAL of an Assignment of the Road Impact Fee Credit Agreement – Armstrong Community Development District, Clay County Contract #19/20-2, dated October 8, 2019, (the Credit Agreement) from the Armstrong Community Development District (the CDD) to WB Investment Company, is acknowledged as of the 12th day of November, 2019, by the CDD and Clay County, Florida (the County), a political subdivision of the State of Florida.

**RECITALS**

WHEREAS, on the 8th day of October, 2019, the County entered into the Credit Agreement with the CDD, which provides for road impact fee credit representing the value of donated right of way for the construction of the Tynes Boulevard Extension, to be used for development arising out of the Westbank Plat; and,

WHEREAS, the CDD desires to assign the credit agreement to the WB Investment Company, the sole member of both WS WB Holdings, LLC and ES WB Holdings, LLC, the successors in interest to Armstrong Venture LLC, which donated the right of way first to the CDD, before it was dedicated to the County in the Westbank Plat; and,

WHEREAS, the Credit Agreement provides in section 20 that the Credit Agreement may not be transferred or assigned without first receiving written approval of the Board of County Commissioners; and,

WHEREAS, the County consents to an assignment of the Credit Agreement to the WB Investment Company and wishes to provide its written approval.

WITNESSETH

The parties hereby agree as follows:

1. The County consents to an Assignment of the Credit Agreement to WB Investment Company.

2. The CDD agrees to provide to the County a copy of its assignment of the Credit Agreement and acknowledges that receipt of such is required before any impact fee credit may be utilized by WB Investment Company.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

Clay County, a political subdivision of  
the State of Florida

by: \_\_\_\_\_  
Mike Cella, its Chairman

Attest:

\_\_\_\_\_  
Howard Wanamaker, County Manager  
and Clerk to the Board of County  
Commissioners

Armstrong Community Development District

by: \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary

## *ELEVENTH ORDER OF BUSINESS*

**CLAY COUNTY  
AGREEMENT/CONTRACT \_\_\_\_\_**

**ROAD IMPACT FEE CREDIT AGREEMENT**

**VILLAGES OF ARGYLE/ARGYLE FOREST  
DEVELOPMENT OF REGIONAL IMPACT**

**ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT**

This Road Impact Fee Credit Agreement (the Agreement) is made and executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by CLAY COUNTY, a political subdivision of the State of Florida (the County), and ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT, a special purpose unit of government established under Chapter 190, Florida Statutes (Armstrong).

Recitals

WHEREAS, on September 26, 2017, the County adopted Ordinance No. 2017-30, known as the Amended Road Impact Fee Ordinance, as amended by Ordinance No. 2018-14 and Ordinance No. 2019-26 (collectively referred to as the Ordinance) which imposes Road Impact Fees, as that term is defined in the Ordinance, on new development in the County, and which contains provisions for credit to be granted against the imposition of Road Impact Fee obligations, which arise from the construction by an Owner of all or any portion of an Impact Fee Eligible Road, as that term is defined by the Ordinance; and

WHEREAS, the Ordinance contains provisions for credit to be granted against the Road Impact Fees for the value of contributions of land, money or improvements for any Development of Regional Impact which has an approved Development Order as of the adoption date of the Ordinance; and

WHEREAS, the Amended and Restated Development Order (the DRI Order) for the Villages of Argyle/Argyle Forest Development of Regional Impact (the DRI) was approved by Ordinance No.



99-46, as amended, and adopted by the Board of Commissioners of Clay County, Florida on September 28, 1999; and

WHEREAS, as of the date hereof Armstrong has donated land for transportation mitigation in accord with section 14(g) of the terms and provisions of the DRI Order for a portion of Royal Pines Boulevard (Parcel 1) and Tynes Boulevard (Parcel 2), collectively referred to as Phase 1, which is located within the boundary of the DRI and which is identified as Phase 1 on the map attached as Exhibit A-1 and made a part hereof; and

WHEREAS, Armstrong has delivered to the County an appraisal (the Appraisal) prepared by Moody Appraisal Group and dated July 9, 2019 which provides an appraised value of Phase 1; and

WHEREAS, the Appraisal sets forth a value for Phase 1 of \$1,150,000 in its Executive Summary, a copy of which is attached as Exhibit A-2 and made a part hereof; and

WHEREAS, the parties to this Agreement desire to delineate their respective rights and obligations with regard to the implementation of the Ordinance and the collection of the Road Impact Fees pursuant thereto, as well as to provide for the administration of the credit arising out of the land donation for Phase 1, against the imposition of Road Impact Fees arising out of new development within the DRI; and

NOW THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

1. The recitals set forth hereinabove form an integral part of this Agreement. When construing this Agreement, the parties shall refer to the recitals to the extent necessary to give full effect to the intent of the parties as reflected in this Agreement; provided, however, that if the recitals and a substantive provision of this Agreement are in direct conflict and cannot be reconciled, then the substantive provision shall control.

2. The parties hereby confirm the credit applicable to the donation of the Phase 1 property in the amount of \$1,150,000 in favor of Armstrong. Armstrong holds this credit against the imposition of Road Impact Fees assessed against any new development within the DRI subject to the DRI Order which credit shall be available regardless of imposition, assessment or collection under the Ordinance, at the time of application for an Electrical Power Clearance (EPC) for new development.
3. The credit established under section 2 hereof shall be applied to all new development within the DRI giving rise to a payment obligation for Road Impact Fees, pursuant to the Ordinance in a dollar amount equal to the required per unit or per square foot Road Impact Fee as set forth in the Ordinance, until the total of such credit in the amount of \$1,150,000 is exhausted. Any credit unused upon the buildout of the DRI shall not be subject to refund or transfer.
4. The use of the credit hereunder shall not be limited in time nor restricted to any particular land uses or lands within the DRI Property. The Parties agree that the Road Impact Fees to which the credit may be applied shall be those in effect at the time the Road Impact Fees for applicable new development would otherwise be due under the Ordinance.
5. So long as Armstrong has or is entitled to any credit not yet applied against Road Impact Fees, Armstrong, or its successors or assigns with respect to such credit, shall be entitled to the issuance of any and all EPCs for new development within the DRI without the payment of Road Impact Fees so long as the credit is applied in lieu thereof.
6. The County, through its Impact Fee Coordinator, shall:
  - a. Maintain a running tally of the monetary credit available to Armstrong against Road Impact Fees;
  - b. Pursuant to the fee schedule set forth in the Ordinance, assess Road Impact Fees against all new development within the DRI pursuant to the Ordinance;

- c. Upon receipt of any notification of intent to make application for an EPC for new development within the DRI, determine whether available credit remains for the assessed Road Impact Fee to be applied to said new development;
  - d. Require that a Credit Voucher from Armstrong, in substantially the same form as provided for in Exhibit B1 and B2 to this Agreement, stating the dollar amount of credit transferred by Armstrong to the applicant be presented to the County as provided for in section 8 below; deduct the amount of the Credit Voucher from the then-unapplied balance of the credit available to Armstrong or its assignee; and issue to such applicant such documentation as is necessary to cause the permitting authority to deduct the credited amount from the assessed Road Impact Fees;
  - e. Accept Credit Vouchers at any time up to the time application is made for an EPC. If a voucher is not presented at the time an application for an EPC is made, then the applicant shall pay the applicable Road Impact Fee due to the County. Once paid, the fee is non-refundable;
  - f. Permit Armstrong periodically, upon request to the County, the opportunity to inspect and copy Credit Vouchers accepted by the County; and
  - g. In the event that the credit established under section 2 is exhausted, advise Armstrong in writing of said occurrence.
7. Armstrong shall:
- a. Be entitled to the amount of credit established in section 2 hereof against the collection of Road Impact Fees required by the Ordinance on new development within the DRI for which an application for an EPC has been submitted after the effective date of the Ordinance;

- b. Provide a list, updated as necessary, of the persons authorized to execute the Credit Vouchers on behalf of Armstrong;
  - c. In the event that any rights under this Agreement are sold or assigned by Armstrong, provide to the County specific information identifying the assignee to whom said assignment is made, the amount of the credit so assigned, the person(s) authorized to execute a Credit Voucher on behalf of the assignee, and a description of the assignee's lands within the DRI for which the credit may be used; and
  - d. Notify any assignee that it shall provide the County written notification of any transfer of credit to a successor in title, executed by the assignee and the successor, identifying the successor, the person(s) authorized to execute the Credit Voucher on behalf of the successor, the dollar amount of the credit transferred, and a description of the successor's lands within the assignee's lands within the DRI for which the credit may be used.
8. A Credit Voucher shall be submitted to and accepted by the County no later than such time(s) as the applicable Road Impact Fee is otherwise due. The County will not accept a metes and bounds description of real property on a Credit Voucher for real property being developed as a subdivision. For property being developed as a subdivision, the description of the real property for which credit is sought shall include the applicable subdivision plat and the lot and block numbers involved for which the credit may be used. Submittal on a single Credit Voucher may be made for acceptance of credit for multiple lots from a single subdivision. For all other development, the Credit Voucher shall be accompanied by a copy of the building permit, the mailing address of the parcel, and the parcel identification number.

9. Pursuant to Section 3.08K of the Ordinance, Armstrong may own and hold the credit and shall be entitled to transfer all or any portion of the credit to subsequent assignees of property within the DRI for use in future development of the lands purchased and owned by the assignee within the DRI. Likewise, an assignee may own and hold credit and shall be entitled to transfer all or any portion of its credit to the assignee's successors in title to lands formerly owned by the assignee and within the DRI. Any credit held by Armstrong, an assignee, or an assignee's successors in title to property within the DRI may not be used to satisfy the impact fee obligation of any development lying outside of the boundary of the DRI.

10. The County shall not be responsible for determining whether any particular Credit Voucher is valid as between Armstrong or any assignee or assignee's successor, as applicable, for any development within any portion of the DRI, and shall accept any Credit Voucher on the applicable form and signed by the person(s) identified in section 7(b), (c) and (d) above who is authorized to execute the Credit Voucher for any particular development within any portion of the DRI at the time any Road Impact Fee is otherwise due.

11. On or before January 31 of each year, commencing January 31 of the year following the year in which the credit is determined and for so long as there remains any credit under this Agreement, Armstrong or an assignee, as may be designated by Armstrong in writing to the County, shall prepare and deliver to the County an annual report setting forth the amount of credit transferred to assignees during the prior year and the balance of the credit remaining.

12. The County Manager for the County, and Armstrong, through its officers or members of its Board of Supervisors, as applicable, shall be responsible for notifying the other parties in writing as to any proposed change to this Agreement or any proposed termination of this Agreement. Written notification shall be sent by United States Mail or by hand delivery to the addresses presented below:

COUNTY:

Howard Wanamaker, County Manager  
Clay County Administration Building  
477 Houston Street  
Green Cove Springs, FL 32043  
(904) 269-6347

and

Clay County Impact Fee Coordinator  
Clay County Administration Building  
477 Houston Street  
Green Cove Springs, FL 32043  
(904) 269-6301

ARMSTRONG:

Armstrong Community Development  
District  
3989 Eagle Landing Parkway  
Orange Park, Florida 32065

13. If the County defaults in the performance of any obligation required to be performed by it under this Agreement, then Armstrong, or any assignee or assignee's successor holding credit, may deliver written notice of such default to the County. The County shall cure such default within thirty days after the delivery of such notice of default. If the County does not cure such default within the time period provided, then the entity which provided notice of default to the County may pursue any available remedies in law or equity.

14. If Armstrong or any assignee or assignee's successor holding credit defaults in the performance of any obligation required to be performed by it under this Agreement (the Defaulting Party), then the County may deliver written notice of such default to the Defaulting Party. The Defaulting Party shall cure such default within thirty days after the delivery of such notice of default.

If the Defaulting Party does not cure such default within the time period provided, then the County may pursue any available remedies in law or equity.

15. The parties agree to cooperate fully in the implementation of this Agreement and the Ordinance, and to negotiate in good faith such further agreements as may be necessary to implement this Agreement and the Ordinance or amendments thereto within their respective jurisdictions.

16. All parties agree particularly that this Agreement is bound by the terms of the County's Ordinance and the Impact Fee Study adopted therein, as the same may be amended from time to time. If there is any inconsistency found between this Agreement and such Ordinance, as amended, then the Ordinance shall prevail and be applicable; provided however, no amendment or change to the Ordinance which would (i) serve to eliminate or reduce Armstrong's right to credit or the amounts thereof, (ii) constrain the ability to assign such credit as provided for in this Agreement, or (iii) materially and adversely affect the rights of Armstrong or its successors or assigns under the terms of this Agreement, shall be effective as to this Agreement.

17. This Agreement is made for the sole benefit and protection of the parties and their respective successors and specific assignees. No other persons shall have any right of action hereunder.

18. This Agreement shall be binding upon the parties and their respective assigns and successors.

19. This Agreement shall remain in effect until all lots within the DRI are improved.

20. This Agreement may not be transferred or assigned without first receiving written approval of the County. Notwithstanding such, the County consents to Armstrong assigning this Agreement to WB Investment Co., and no further. A copy of any assignment to WB Investment Co. must be provided to the County along with such information required by section 7(c).

21. No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to

constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

22. The parties have voluntarily entered into this Agreement in consideration of the benefits and the rights of the parties arising hereunder.

23. This Agreement constitutes the entire understanding and agreement of the parties as to the subject matter hereof, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter.

24. Section headings included in this Agreement are for convenience only and shall have no effect upon the meaning or construction of this Agreement.

25. Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

26. Unless otherwise provided in this Agreement, no amendment or modification of this Agreement shall be effective or binding upon the parties unless such amendment or modification is in writing and has been executed by the parties.

27. The parties shall comply with any and all applicable federal, state and local laws, ordinances, codes, rules and regulations as the same exist and may be amended from time to time.

28. The parties hereto agree to cooperate in all reasonable respects to ensure the performance of their obligations pursuant to this Agreement and agree to execute such additional documents and instruments as may be reasonably required to carry out the intent of this Agreement.

29. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in



Clay County, Florida. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

30. Time is of the essence with respect to this Agreement and each of its terms and provisions.

31. This Agreement shall become effective on the date first above written.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first above written.

CLAY COUNTY, FLORIDA  
a political subdivision of the State of Florida,  
by its Board of County Commissioners

ATTEST:

By: \_\_\_\_\_  
Howard Wanamaker, County Manager  
And Clerk to the Board of County  
Commissioners

By: \_\_\_\_\_  
Its Chairman

ARMSTRONG COMMUNITY DEVELOPMENT  
DISTRICT, a community development district  
organized pursuant to Chapter 190, Florida Statutes

\_\_\_\_\_  
Chairman

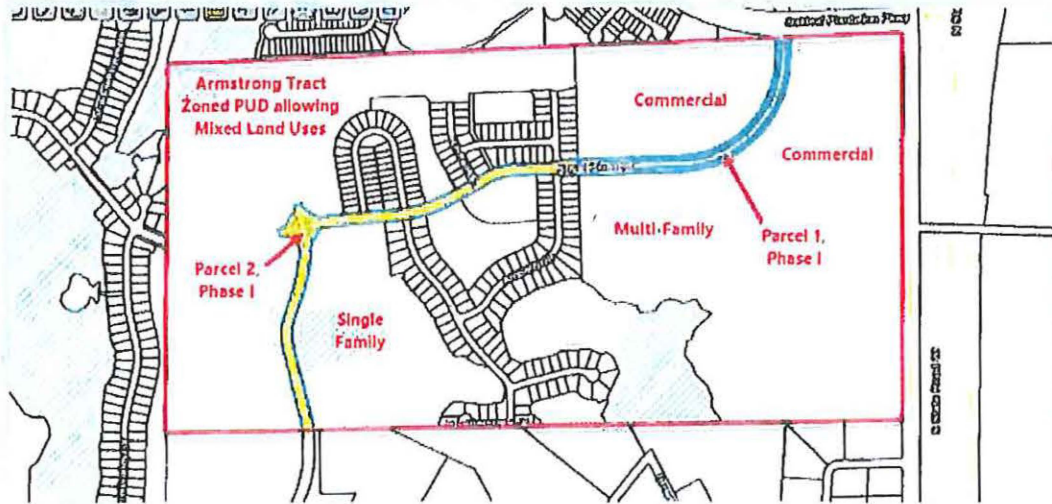
ATTEST:

\_\_\_\_\_  
Secretary



## LAND USE AND ZONING

### ZONING MAP – PHASE I



### LAND USE/ZONING REQUIREMENTS – PHASE I

Zoning Jurisdiction	Clay County
Future Land Use Category	Planned Community - Villages of Argyle
Zoning District	Planned Unit Development (PUD) - Ordinance 2006-32
Primary Permitted Uses	Mixed-Use
Minimum Lot Requirements (Width and Area)	Per PUD
Maximum Lot Coverage by all Buildings	Per PUD
Maximum Height of Structures	Per PUD
Parking Ratio	Per PUD
Current Use Legally Conforming	N/A
Zoning Change Likely	Currently being rezoned from PUD to PUD reallocating land uses

The intent of the PUD for the Phase I roadway is intended to be fluid and allow for a mix of development uses including medium and high density residential, general commercial and business park land uses. Development within the Armstrong Tract is also subject to the Development Order governing the Villages of Argyle Development of Regional Impact. The Armstrong Tract has specific development rights for 500 single family units, 500 multi-family units, 255,000 square feet of commercial retail space and 350,000 square feet of office space.

The part of Royal Pines Drive extending through the commercial and multi-family area of the PUD has been identified for valuation purposes as Parcel 1 of Phase I, is a 100-foot right-of-way and contains 4.45± acres.

## EXECUTIVE SUMMARY

Property Name	Royal Pines Drive/Tynes Boulevard ROW (Phase 1 and Phase 2)
Address	Royal Pines Drive/Tynes Boulevard Orange Park, Clay County, Florida 32068
Property Type	ROW
Owner of Record	Armstrong Venture, LLC
Tax ID Number(s)	Phase 1: 18-04-25-007953-051-01 Phase 2: 18-04-25-007953-001-237

### Gross Land Area (Acres)

Phase 1, Parcel 1A: 3.30 acres (multi-family)  
Phase 1, Parcel 1B: 1.15 acres (commercial)  
Phase 1, Parcel 2: 7.95 acres (SFR)  
Phase 2: 5.48 acres (SFR)  
Total Size: 17.88 acres

Zoning Designation	Planned Unit Development (PUD)
Highest & Best Use - As Vacant	ROW
Exposure Time	12± Months
Marketing Period	12± Months
Date of Report	May 14, 2019

### Value Conclusions

Appraisal Premise	Interested Appraised	Date of Value	Value Conclusion
Market Value As Is	Fee Simple	May 14, 2019	
Phase 1, Parcel 1A:			\$570,000
Phase 1, Parcel 1B:			\$300,000
Phase 1, Parcel 2:			\$280,000
<u>Phase 2:</u>			<u>\$140,000</u>
<b>Total Value:</b>			<b>\$1,290,000</b>

The values above are subject to definitions, assumptions and limiting conditions set forth in the accompanying report of which this summary is part. No party other than the client and intended users may use or rely on the information, opinions and conclusions contained in the report. It is assumed that the users of the report have read the entire report.

### Extraordinary Assumptions & Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is an assignment specific assumption as of the effective date regarding uncertain information used in the analysis which, if found to be false, could alter the appraiser's opinions of conclusions.

1. None

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A Hypothetical Condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for purpose of the analysis.

1. None

EXHIBIT B-1

SAMPLE VOUCHER FORM DIRECT ASSIGNMENT OF CREDIT

**CLAY COUNTY BUILDING DEPARTMENT  
CLAY COUNTY ROAD IMPACT FEE CREDIT VOUCHER**

Assignor: **Armstrong Community Development District**  
Address:  
Phone:  
Contact:

Builder/Owner Name – Assignee: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_ E-mail: \_\_\_\_\_

Parcel information:

Building Permit No.: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Subdivision: \_\_\_\_\_

The undersigned Assignor hereby gives notice to Clay County, Florida, that the sum of \$\_\_\_\_\_ should be deducted from the remaining credit for Road Impact Fees as referenced in the Clay County Agreement/Contract #19/20-\_\_\_\_ Impact Fee Credit Agreement adopted \_\_\_\_\_, 2019.

Assignor: **Armstrong Community  
Development District**

Date: \_\_\_\_\_

By: \_\_\_\_\_

**Clay County Impact Fee Coordinator:**

Date: \_\_\_\_\_

Verified by: \_\_\_\_\_  
Nancy Parker, Clay County  
Impact Fee Coordinator

**EXHIBIT B-2**

**SAMPLE VOUCHER FORM- TRANSFER OF CREDIT AGREEMENT**

**CLAY COUNTY BUILDING DEPARTMENT  
CLAY COUNTY ROAD IMPACT FEE CREDIT VOUCHER**

Assignor: **Armstrong Community Development District**  
Assignee:  
Address:  
Phone:  
Contact:

Builder/Owner Name – Successor: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Parcel information:**

Building Permit No.: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Subdivision: \_\_\_\_\_

The undersigned Assignee hereby gives notice to Clay County, Florida, that the sum of \$\_\_\_\_\_ should be deducted from the remaining credit for road impact fees as referenced in the Clay County Agreement/Contract #19/20-\_\_\_\_ Impact Fee Credit Agreement adopted \_\_\_\_\_, 2019.

**Assignee:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Clay County Impact Fee Coordinator:**

**Date:** \_\_\_\_\_

Verified by: \_\_\_\_\_  
Nancy Parker, Clay County  
Impact Fee Coordinator

## *TWELFTH ORDER OF BUSINESS*

*B.*

**ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT**  
**2019A BONDS**  
**REQUISITION SUMMARY**  
**November 14, 2019**

<b>2019A REQUISITIONS TO BE RATIFIED</b>			<b>Requisition Amount</b>
1	Greyhawk Venture, LLC	Greyhawk Amenity - Repayment costs associated with the amenities	\$ 2,518,111.64
2	Besch & Smith	Greyhawk Phases 2 & 3 - Application No. 1	\$ 147,890.70
3	Besch & Smith	Greyhawk Phases 2 & 3 - Application No. 2	\$ 387,219.60
<b>2017A REQUISITIONS TO BE RATIFIED</b>			<b>\$ 3,053,221.94</b>

<b>2019A REQUISITIONS TO BE APPROVED</b>			<b>Requisition Amount</b>
4	Eisman & Russo	Greyhawk Phases 2 & 3 - CEI Services	\$ 2,934.80
5	CCUA	Developer Agreement - Greyhawk Phases 2 & 3	\$ 65,630.75
<b>2017A REQUISITIONS TO BE APPROVED</b>			<b>\$ 68,565.55</b>

<b>TOTAL REQUISITIONS TO BE APPROVED November 14, 2019</b>	<b>\$ 3,121,787.49</b>
--	------------------------



**ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2017A and**  
**SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2017B**

The undersigned, a Responsible Officer of Armstrong Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of July 1, 2017, as supplemented by a First Supplemental Trust Indenture, dated as of July 1, 2017 and a Second Supplemental Trust Indenture, dated as of July 1, 2017 (collectively, the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (a) Requisition Number: 80
- (b) Name of Payee: Eiland & Associates, Inc. Inv 46476
- (c) Amount Payable: \$1,800.00
- (d) Purpose for which paid or incurred: (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):
- (e) Fund or Account from which disbursement to be made:

\$ 1,044.00 from the Series 2017A Acquisition and Construction Account – 58%

\$ 756.00 from the Series 2017B Acquisition and Construction Account – 42%

\$ \_\_\_\_\_ from the Series 2017 Cost of Issuance Account.

The undersigned hereby certifies that:

- 1. ☐ obligations in the stated amount set forth above have been incurred by the Issuer,  
or  
☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project; and
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

5. The disbursements from the Series 2017A Acquisition and Construction Account (58%) and the Series 2017B Acquisition and Construction Account (42%) are pro-rata based on the original principal amount of the Series 2017A Bonds and Series 2017B Bonds.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

ARMSTRONG COMMUNITY  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_

Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

Don A. WSD

Consulting Engineer

October 16, 2019



## Eiland & Associates, Inc.

615 Blanding Boulevard  
Orange Park, FL 32073-6312  
Ph. (904) 272-1000 Fax (904) 272-5443

# INVOICE

<b>Invoice To:</b>
GreenPointe Communities LLC 7807 Baymeadows Rd E Suite 205 Jacksonville FL 32256
<b>Phone:</b> 904-996-2485

<b>Date</b>	<b>Invoice #</b>
10/3/2019	46476

<b>Map #</b>	<b>Job #</b>
	41124B

<b>Terms</b>
Due on receipt

<b>PROFESSIONAL SERVICES RENDERED</b>	<b>Amount</b>
Ordered By: Liam O'Reilly  Setting control points & bench marks @ Greyhawk Units 2 & 3, Clay County, Florida.  Work Period: 9/13/19 thru 9/16/19	1,800.00
<b>Total</b>	<b>\$1,800.00</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$1,800.00</b>

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.

*FOURTEENTH ORDER OF BUSINESS*

**ARMSTRONG**  
**COMMUNITY DEVELOPMENT DISTRICT**

**GENERAL FUND**

Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period Ended September 30, 2019

DESCRIPTION	AMENDED BUDGET	PRORATED THRU 09/30/19	ACTUAL THRU 09/30/19	VARIANCE
<b><u>REVENUES:</u></b>				
Developer Contributions	\$240,759	\$240,759	\$195,557	(\$45,202)
<b>TOTAL REVENUES</b>	<b>\$240,759</b>	<b>\$240,759</b>	<b>\$195,557</b>	<b>(\$45,202)</b>
<b><u>EXPENDITURES:</u></b>				
<b><u>Administrative</u></b>				
Supervisors Fees	\$6,000	\$6,000	\$8,800	(\$2,800)
FICA Expense	\$459	\$459	\$673	(\$214)
Engineering Fees	\$15,000	\$15,000	\$11,088	\$3,912
Arbitrage	\$600	\$600	\$0	\$600
Assessment Roll	\$5,000	\$5,000	\$0	\$5,000
Dissemination Agent	\$3,500	\$3,500	\$3,500	(\$0)
Attorney Fees	\$20,000	\$20,000	\$30,982	(\$10,982)
Annual Audit	\$5,000	\$5,000	\$4,100	\$900
Trustee Fees	\$5,275	\$5,275	\$3,717	\$1,558
Management Fees	\$45,000	\$45,000	\$44,000	\$1,000
Computer Time	\$1,500	\$1,500	\$1,500	\$0
Telephone	\$250	\$250	\$296	(\$46)
Postage	\$100	\$100	\$401	(\$301)
Insurance	\$6,050	\$6,050	\$5,500	\$550
Printing & Binding	\$1,500	\$1,500	\$2,226	(\$726)
Legal Advertising	\$2,500	\$2,500	\$1,261	\$1,239
Other Current Charges	\$500	\$500	\$414	\$86
Website Admin	\$1,000	\$1,000	\$1,000	\$0
Website Compliance	\$0	\$0	\$2,250	(\$2,250)
Property Taxes	\$1,200	\$1,200	\$580	\$620
Office Supplies	\$150	\$150	\$140	\$10
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
		\$0		
<b><u>Field</u></b>		\$0		
Management	\$10,000	\$10,000	\$0	\$10,000
Electric	\$30,000	\$30,000	\$4,410	\$25,590
Water	\$30,000	\$30,000	\$19,338	\$10,662
Insurance	\$0	\$0	\$4,117	(\$4,117)
Landscape Maintenance	\$50,000	\$50,000	\$32,368	\$17,632
Lake Maintenance	\$0	\$0	\$3,120	(\$3,120)
Irrigation Repairs	\$0	\$0	\$492	(\$492)
Refuse Service	\$0	\$0	\$626	(\$626)
Janitorial Supplies/Service	\$0	\$0	\$2,482	(\$2,482)
Fitness Equipment Lease	\$0	\$0	\$6,001	(\$6,001)
<b>TOTAL EXPENDITURES</b>	<b>\$240,759</b>	<b>\$240,759</b>	<b>\$195,556</b>	<b>\$45,203</b>
Excess (deficiency) of revenues over (under) expenditures	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Net change in Fund Balance	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Fund Balance - Beginning</b>	<b>\$0</b>		<b>\$15,638</b>	
<b>Fund Balance - Ending</b>	<b>\$0</b>		<b>\$15,638</b>	

**ARMSTRONG**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**COMBINED BALANCE SHEET**  
September 30, 2019

	<u>Governmental Fund Types</u>			<u>Totals</u> <u>(Memorandum Only)</u> <u>2019</u>
	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	
<b><u>ASSETS:</u></b>				
Cash	\$35,205	---	\$927	\$36,132
Investments:				
<u>Series 2017A</u>				
Reserve	---	\$265,819	---	\$265,819
Cap Interest	---	\$0	---	\$0
Revenue	---	\$157,849	---	\$157,849
Acquisition/Construction	---	---	\$67,204	\$67,204
<u>Series 2017B</u>				
Reserve	---	\$50,663	---	\$50,663
Cap Interest	---	\$0	---	\$0
Revenue	---	\$20,462	---	\$20,462
Interest	---	\$0	---	\$0
Prepayment	---	\$750,317	---	\$750,317
Acquisition/Construction	---	---	\$181	\$181
Due from Developer/BOCC	\$84,388	---	\$0	\$84,388
<b>TOTAL ASSETS</b>	<b>\$119,593</b>	<b>\$1,245,109</b>	<b>\$68,312</b>	<b>\$1,433,014</b>
<b><u>LIABILITIES:</u></b>				
Accounts Payable	\$69,141	---	\$0	\$69,141
Prepaid CEC Fees	\$34,814	---	\$0	\$34,814
<b><u>FUND BALANCES:</u></b>				
Restricted for Debt Service	---	\$1,245,109	---	\$1,245,109
Restricted for Tynes Blvd	---	---	\$927	\$927
Restricted for Capital Projects	---	---	\$67,385	\$67,385
Unassigned	\$15,638	---	---	\$15,638
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$119,593</b>	<b>\$1,245,109</b>	<b>\$68,312</b>	<b>\$1,433,014</b>

**ARMSTRONG**  
**COMMUNITY DEVELOPMENT DISTRICT**

**DEBT SERVICE FUND**  
**SERIES 2017 A/B SPECIAL ASSESSMENT REVENUE BONDS**  
Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period Ended September 30, 2019

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 09/30/19	ACTUAL THRU 09/30/19	VARIANCE
<b><u>REVENUES:</u></b>				
Direct Assessments	\$414,675	\$414,675	\$2,713,922	\$2,299,247
Interest Income	\$0	\$0	\$3,084	\$3,084
<b>TOTAL REVENUES</b>	<b>\$414,675</b>	<b>\$414,675</b>	<b>\$2,717,006</b>	<b>\$2,302,331</b>
<b><u>EXPENDITURES:</u></b>				
<b><u>Series 2017A</u></b>				
Interest Expense - 11/1	\$98,975	\$98,975	\$98,975	\$0
Principal Expense - 5/1	\$0	\$0	\$0	\$0
Interest Expense - 5/1	\$98,975	\$98,975	\$98,975	\$0
<b><u>Series 2017B</u></b>				
Special Call - 11/1	\$0	\$0	\$365,000	(\$365,000)
Interest Expense - 11/1	\$75,863	\$75,863	\$75,863	\$0
Special Call - 2/1	\$0	\$0	\$185,000	(\$185,000)
Interest Expense - 2/1	\$0	\$0	\$2,428	(\$2,428)
Special Call - 5/1	\$0	\$0	\$1,375,000	(\$1,375,000)
Interest Expense - 5/1	\$75,863	\$75,863	\$61,425	\$14,438
Special Call - 8/1	\$0	\$0	\$180,000	(\$180,000)
Interest Expense - 8/1	\$0	\$0	\$2,363	(\$2,363)
<b>TOTAL EXPENDITURES</b>	<b>\$349,676</b>	<b>\$349,676</b>	<b>\$2,445,028</b>	<b>(\$2,095,353)</b>
Excess (deficiency) of revenues over (under) expenditures	\$65,000	\$65,000	\$271,978	\$206,978
<b><u>Other Financing Sources/(Uses):</u></b>				
Interfund Transfer In/(Out)	\$0	\$0	(\$1,015)	(\$1,015)
<b>Total Other Financing Sources/(Uses)</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$1,015)</b>	<b>(\$1,015)</b>
Net change in Fund Balance	\$65,000	\$65,000	\$270,963	\$205,963
FUND BALANCE - Beginning	\$176,024		\$974,146	
FUND BALANCE - Ending	<b>\$241,024</b>		<b>\$1,245,109</b>	

**ARMSTRONG**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**CAPITAL PROJECTS - TYNES BLVD PROJECT**  
Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period Ended September 30, 2019

DESCRIPTION	ADOPTED BUDGET	PRORATED THRU 09/30/19	ACTUAL THRU 09/30/19	VARIANCE
<b><u>REVENUES:</u></b>				
Developer Contributions	\$0	\$0	\$2,392,531	\$2,392,531
CCUA Contributions	\$0	\$0	\$273,000	\$273,000
Interest Income	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,665,531</b>	<b>\$2,665,531</b>
<b><u>EXPENDITURES:</u></b>				
<i><u>Administrative</u></i>				
Engineering	\$0	\$0	\$194,369	(\$194,369)
Postage	\$0	\$0	\$55	(\$55)
Legal Advertising	\$0	\$0	\$0	\$0
Other Current Charges	\$0	\$0	\$110	(\$110)
<i><u>Capital Outlay</u></i>				
Improvements	\$0	\$0	\$3,083,708	(\$3,083,708)
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,278,242</b>	<b>(\$3,278,242)</b>
Excess (deficiency) of revenues over (under) expenditures	<b>\$0</b>	<b>\$0</b>	<b>(\$612,711)</b>	<b>(\$612,711)</b>
Net change in Fund Balance	<b>\$0</b>	<b>\$0</b>	<b>(\$612,711)</b>	<b>(\$612,711)</b>
FUND BALANCE - Beginning	<b>\$0</b>		<b>\$613,637</b>	
FUND BALANCE - Ending	<b>\$0</b>		<b>\$927</b>	



**ARMSTRONG**  
**COMMUNITY DEVELOPMENT DISTRICT**

**CAPITAL PROJECTS**  
**SERIES 2017 A/B SPECIAL ASSESSMENT REVENUE BONDS**  
Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Period Ended September 30, 2019

<u>DESCRIPTION</u>	<u>ADOPTED BUDGET</u>	<u>PRORATED THRU 09/30/19</u>	<u>ACTUAL THRU 09/30/19</u>	<u>VARIANCE</u>
<b><u>REVENUES:</u></b>				
Interest Income	\$0	\$0	\$3,051	\$3,051
Developer Deficit Funding	\$0	\$0	\$2,606,578	\$2,606,578
Prepaid CEC Fees	\$0	\$0	\$81,232	\$81,232
<b><i>TOTAL REVENUES</i></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$2,690,861</u></b>	<b><u>\$2,690,861</u></b>
<b><u>EXPENDITURES:</u></b>				
Improvements - A	\$0	\$0	\$2,432,061	(\$2,432,061)
Improvements - B	\$0	\$0	\$179,291	(\$179,291)
<b><i>TOTAL EXPENDITURES</i></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$2,611,352</u></b>	<b><u>(\$2,611,352)</u></b>
Excess (deficiency) of revenues over (under) expenditures	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$79,509</u></b>	<b><u>\$79,509</u></b>
<b><u>Other Financing Sources/(Uses):</u></b>				
Interfund Transfer In/(Out)	\$0	\$0	\$932	\$932
<b><i>Total Other Financing Sources/(Uses)</i></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$932</u></b>	<b><u>\$932</u></b>
Net change in Fund Balance	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$80,441</u></b>	<b><u>\$80,441</u></b>
 FUND BALANCE - Beginning	 <b><u>\$0</u></b>		 <b><u>(\$13,056)</u></b>	
FUND BALANCE - Ending	<b><u>\$0</u></b>		<b><u>\$67,385</u></b>	

**ARMSTRONG**  
**COMMUNITY DEVELOPMENT DISTRICT**

**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	11/1/23	3.625%
Term 2	\$430,000.00	11/1/28	4.500%
Term 3	\$665,000.00	11/1/34	5.000%
Term 4	<u>\$2,585,000.00</u>	11/1/48	5.125%
	<u>\$4,035,000.00</u>		

Bonds outstanding - 9/30/17	\$4,035,000
Less:	<u>\$0</u>
Current Bonds Outstanding:	<u><u>\$4,035,000</u></u>

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	11/1/29	5.250%
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Bonds outstanding - 9/30/17	\$2,890,000
Less:	11/1/18 (\$365,000)
	2/1/19 (\$185,000)
	5/1/19 (\$1,375,000)
	8/1/19 <u>(\$180,000)</u>
Current Bonds Outstanding:	<u><u>\$785,000</u></u>

Reserve Requirement:	\$122,850
Reserve Fund Balance:	\$50,663

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**  
**Community Development District**  
**Series 2017A/B Special Assessment Revenue Bonds**

-

**1. Recap of Capital Project Fund Activity Through September 30, 2019**

Opening Balance in Construction Account - Series 2017	\$6,111,819.56
Source of Funds:	
Interest Earned on Series 2017	\$9,387.00
Developer Contributions	\$2,606,577.92
Transfer from Debt Service	\$972.98
Prepaid CEC Fees	\$81,232.20
Use of Funds:	
Disbursements:	
Cost of Issuance	(\$409,225.50)
Roadway Improvements	(\$1,745,453.37)
Utilities	(\$2,181,215.35)
Stormwater Management System	(\$1,370,377.54)
Amenity Area & Neighborhood Parks	(\$2,409,020.65)
Contingency	(\$68,494.30)
Professional Fees	(\$558,817.54)
<b>Adjusted Balance in Construction Account at September 30, 2019</b>	<b><u><u>\$67,385.41</u></u></b>

**2. Funds Available For Construction at September 30, 2019**

Book Balance of Construction Fund at September 30, 2019	\$67,385.41
Contracts in place at September 30, 2019	

**3. Investments - US Bank**

September 30, 2019	<u>Type</u>	<u>Yield</u>	<u>Due</u>	<u>Maturity</u>	<u>Principal</u>
Construction Fund:	Overnight				\$67,385.41
			Due from Developer		\$0.00
			ADJ: Outstanding Requisitions		\$0.00
			Balance at 9/30/19		<b><u><u>\$67,385.41</u></u></b>

**Armstrong Community Development District  
Series 2017**

REQ. #	DATE	CONTRACTOR	AMOUNT OF REQUISITION	COI	Fixed Assets	Internal Roads	Water, Sewer and Reuse Facilities	Stormwater Management Facilities	Amenity Center & Neighborhood Parks	Contingency	Hidden Eng	Basham & Lucas	Jr Davis	Eiland & Assoc	Gemini Eng	Scheerer Const	Misc. Professional Fees
COI		US Bank	\$5,275.00	\$5,275.00													
COI		GMS	\$27,500.00	\$27,500.00													
COI		Holland & Knight	\$5,250.50	\$5,250.50													
COI		Feldman Mahoney	\$15,000.00	\$15,000.00													
COI		Akerman LP	\$45,000.00	\$45,000.00													
COI		Gray Robinson	\$40,000.00	\$40,000.00													
COI		Hadden Eng	\$17,400.00	\$17,400.00													
COI		Hopping Green	\$35,000.00	\$35,000.00													
COI		Imagemaster	\$1,250.00	\$1,250.00													
		Underwriters Discount	\$138,500.00	\$138,500.00													
		Orig Issue Discount	\$59,050.00	\$59,050.00													
1	10/10	JR Davis Construction	\$278,449.66		\$278,449.66	\$187,245.50	\$0.00	\$91,204.16	\$0.00	\$0.00							
2	10/10	Greyhawk Ventures	\$99,008.80		\$99,008.80												\$99,008.80
3	10/10	JR Davis Construction	\$97,731.74		\$97,731.74	\$35,188.22		\$42,543.52									
4	2/22/18	Hadden Eng	\$18,315.05		\$18,315.05						\$18,315.05						
5	3/13/18	JR Davis Construction	\$345,751.13		\$345,751.13	\$32,734.18	\$185,121.50	\$127,895.46									\$0.00
6	3/27/18	JR Davis Construction	\$695,421.48		\$695,421.48	\$15,184.94	\$368,471.37	\$269,108.78	\$1,876.67	\$10,779.72		\$48,800.00					
7	4/12/18	Basham & Lucas	\$48,800.00		\$48,800.00												
8	5/4/18	Hadden Eng	\$29,125.85		\$29,125.85						\$29,125.85						
9	5/4/18	JR Davis Construction	\$599,365.74		\$599,365.74	\$33,897.71	\$382,705.89	\$182,992.14									\$0.00
10	5/14/18	JR Davis Construction	\$107,595.42		\$107,595.42	\$51,383.46	\$353,489.30	\$264,743.41	\$5,630.00	\$32,309.25							\$0.00
11	5/14/18	Clay Electric	\$273,690.00		\$273,690.00												
12	6/12/18	JR Davis Construction	\$530,798.76		\$530,798.76	\$164,551.42	\$291,904.25	\$31,085.74								\$43,257.36	
13	9/25/18	Basham & Lucas	\$9,440.00		\$9,440.00							\$9,440.00					
14	9/13/18	Hadden Eng	\$600.00		\$600.00						\$600.00						
15	7/17/18	Basham & Lucas	\$3,630.00		\$3,630.00									\$3,630.00			
16	7/13/18	JR Davis Construction	\$354,226.41		\$354,226.41	\$147,736.14	\$192,396.38	\$13,661.88								\$432.00	
17	7/13/18	Hadden Eng	\$750.00		\$750.00						\$750.00						
18	7/13/18	Hadden Eng	\$5,763.81		\$5,763.81						\$5,763.81						
19	7/24/18	Basham & Lucas	\$106,556.74		\$106,556.74							\$106,556.74					
20	8/21/18	Valkenroth Construction	\$24,363.73		\$24,363.73			\$24,363.73									
21	8/21/18	Valkenroth Construction	\$45,853.38		\$45,853.38			\$45,853.38									
22	8/21/18	Hadden Eng	\$3,543.02		\$3,543.02						\$3,543.02						
23	8/21/18	JR Davis Construction	\$220,610.05		\$220,610.05	\$176,204.27	\$28,430.17	\$15,965.61									
24	8/21/18	Eiland & Assoc	\$2,240.00		\$2,240.00									\$2,240.00			
25	9/20/18	Gemini Engineering	\$3,000.00		\$3,000.00										\$3,000.00		
26	9/20/18	Eiland & Assoc	\$980.00		\$980.00									\$980.00			
27	9/20/18	Basham & Lucas	\$2,899.84		\$2,899.84							\$2,899.84					
28	9/20/18	JR Davis Construction	\$181,074.53		\$181,074.53	\$91,401.85	\$49,568.06	\$9,651.67	\$30,432.13								
29	9/20/18	Eiland & Assoc	\$290.00		\$290.00									\$290.00			
30	9/21/18	Hadden Eng	\$600.00		\$600.00						\$600.00						
31	9/29/18	Valkenroth Construction	\$8,107.68		\$8,107.68												
32	9/29/18	Hadden Eng	\$7,569.01		\$7,569.01						\$7,569.01						
33	10/25/18	Basham & Lucas	\$2,200.00		\$2,200.00							\$2,200.00					
34	11/09/18	JR Davis Construction	\$139,836.51		\$139,836.51	\$138,702.97		\$1,133.54									
35	11/09/18	Basham & Lucas	\$4,400.00		\$4,400.00							\$4,400.00					
36	12/31/18	Scheerer Construction	\$45,234.00		\$45,234.00					\$16,200.00						\$29,034.00	
37	12/18/18	Gemini Engineering	\$9,000.00		\$9,000.00												
38	11/6/18	Eiland & Assoc	\$1,285.00		\$1,285.00									\$1,285.00			
39	11/6/18	Basham & Lucas	\$3,932.70		\$3,932.70							\$3,932.70					
40	11/6/18	JR Davis Construction	\$187,117.98		\$187,117.98	\$187,117.98		\$228,300.29	\$107,013.13	\$4,545.62							
41	11/6/18	JR Davis Construction	\$482,000.11		\$482,000.11	\$141,541.07											
42	11/6/18	JR Davis Construction	\$30,272.81		\$30,272.81	\$30,272.81											
43	11/6/18	Scheerer Construction	\$102,156.56		\$102,156.56					\$102,156.56							
44	11/13/18	Hadden Engineering	\$4,289.00		\$4,289.00						\$4,289.00						
45	2/28/19	JR Davis Construction	\$18,254.16		\$18,254.16					\$18,254.16							
46	2/28/19	Scheerer Construction	\$316,000.57		\$316,000.57					\$316,000.57							
47	2/28/19	Gemini Engineering	\$500.00		\$500.00												
48	2/28/19	Valkenroth Construction	\$5,843.00		\$5,843.00	\$5,843.00										\$500.00	
49	3/21/19	Basham & Lucas	\$4,798.10		\$4,798.10							\$4,798.10					
50	3/21/19	JR Davis Construction	\$90,449.36		\$90,449.36	\$3,727.55		\$84,201.81						\$9,520.00			
51	3/21/19	Hadden Engineering	\$1,450.00		\$1,450.00						\$1,450.00						
52	3/21/19	Scheerer Construction	\$225,485.41		\$225,485.41				\$225,485.41								
53	3/21/19	BURKE Inspections	\$445.00		\$445.00												\$445.00
54	3/21/19	Gayelle James	\$1,011.75		\$1,011.75					\$1,011.75							
55	3/21/19	Basham & Lucas	\$1,432.70		\$1,432.70							\$1,432.70					
56	4/23/19	Basham & Lucas	\$4,965.40		\$4,965.40							\$4,965.40					
57	4/23/19	JR Davis Construction	\$68,879.94		\$68,879.94				\$68,879.94								
58	4/23/19	Scheerer Construction	\$318,369.47		\$318,369.47				\$318,369.47								
59	4/23/19	Hadden Engineering	\$900.00		\$900.00						\$900.00						
60	5/13/19	Micron Design	\$69,572.42		\$69,572.42					\$69,572.42							
61	5/13/19	Basham & Lucas	\$4,369.60		\$4,369.60							\$4,369.60					
62	5/13/19	Jr Davis	\$9,230.52		\$9,230.52	\$9,230.52											
63	5/13/19	Softco	\$24,363.58		\$24,363.58					\$24,363.58							
64	5/13/19	Scheerer Construction	\$534,873.84		\$534,873.84				\$491,724.78							\$43,149.06	
65	5/13/19	Eiland & Assoc	\$325.00		\$325.00									\$325.00			
66	6/20/19	Basham & Lucas	\$3,930.20		\$3,930.20							\$3,930.20					
67	6/20/19	JR Davis	\$62,276.73		\$62,276.73				\$62,276.73								
68	6/20/19	Scheerer Construction	\$307,816.51		\$307,816.51				\$289,743.81							\$18,072.70	
69	8/21/19	Basham & Lucas	\$3,236.20		\$3,236.20							\$3,236.20					
70	7/24/19	Hadden Engineering	\$1,000.00		\$1,000.00						\$1,000.00						
71	7/24/19	Hadden Engineering	\$450.00		\$450.00						\$450.00						
72	7/24/19	Jr Davis	\$49,761.92		\$49,761.92				\$49,761.92								
73	7/24/19	Scheerer Construction	\$327,079.18		\$327,079.18				\$327,079.18								
74	7/24/19	Jr Davis	\$5,297.72		\$5,297.72				\$5,297.72								
75	8/21/19	Hadden Engineering	\$825.00		\$825.00						\$825.00						
76	8/21/19	Basham & Lucas	\$1,604.40		\$1,604.40							\$1,604.40					
77	8/21/19	Scheerer Construction	\$148,692.52		\$148,692.52				\$148,692.52								
Grand Total			\$8,742,804.24	\$409,225.50	\$8,333,578.71	\$1,745,453.37	\$2,161,215.35	\$1,370,377.54	\$2,409,020.85	\$68,494.30	\$79,190.75	\$202,477.88	\$49,839.35	\$5,110.00	\$12,500.00	\$110,255.76	\$99,453.80

Armstrong Community Development District  
Series 2017

<b>SUMMARY:</b>	
BOND PROCEEDS	\$6,111,819.56
DEVELOPER CONTRIBUTIONS	\$2,606,577.92
INT RECD TO DATE	\$9,306.99
TRANS FROM DEBT SERVICE	\$972.98
PREPAID CEC FEES	\$81,232.20
LESS. REQ. PAID	(\$8,742,904.24)
BALANCE	\$67,385.41

<b>RECONCILIATION</b>	
TRUST STATEMENT	\$67,385.41
O/S REQ.	\$0.00
ADJ BALANCE	\$67,385.41
DEVELOPER CONTRIBUTIONS RECV	\$0.00
VARIANCE	\$0.00

<b>Developer Contributions:</b>			
2/28/19	\$189,863.26	\$73,848.09	
3/20/19	\$258,769.56	\$125,875.16	
4/23/19	\$224,376.94	\$166,737.87	
5/13/19	\$337,241.90	\$244,208.64	
6/19/19	\$216,938.82	\$157,093.62	
7/24/19	\$396,818.02		
8/19/19	\$210,143.92		
9/17/19	\$7,561.10		
	\$2,606,577.92	\$1,828,813.54	\$777,764.38

INT RECD	A	B	COI	
Oct-17	\$54.56	\$39.18	\$2.28	
Nov-17	\$563.76	\$404.90	\$9.57	
Dec-17	\$545.56	\$391.84	\$0.01	Prepaid CEC Fees:
Jan-18	\$563.94	\$405.03	\$0.01	\$16,826.67
Feb-18	\$528.11	\$379.09	\$0.01	\$23,789.43
Mar-18	\$496.85	\$335.05	\$0.01	\$40,616.10
Apr-18	\$488.11	\$335.63	\$0.01	
May-18	\$492.70	\$352.76	\$0.00	
Jun-18	\$370.12	\$263.83		\$81,232.20
Jul-18	\$260.96	\$184.94		
Aug-18	\$256.31	\$180.61		
Sep-18	\$209.82	\$146.91		
	\$4,780.84	\$3,418.77	\$11.90	Transfer In
Oct-18	\$175.10	\$121.93		
Nov-18	\$153.12	\$105.85		
Dec-18	\$138.72	\$95.58		\$106.38
Jan-19	\$123.80	\$94.47		\$108.93
Feb-19	\$60.39	\$50.15		\$109.93
Mar-19	\$2.38	\$15.36		\$99.26
Apr-19	\$6.39	\$0.01		\$109.93
May-19	\$14.20	\$0.32		\$106.38
Jun-19	\$14.41	\$0.02		\$99.03
Jul-19	\$1.87	\$1.32		\$95.83
Aug-19	\$0.27	\$0.03		\$82.52
Sep-19	\$8.96	\$0.03		\$53.76
	\$699.41	\$475.07	\$0.00	\$972.98

*FIFTEENTH ORDER OF BUSINESS*

# Armstrong

Community Development District

Funding Request #40

November 14, 2019

PAYEE	East/West Partners	Greenpointe	TOTAL
1 Advanced Disposal Account PB122617		\$ 625.64	\$ 625.64
2 ETM Inv# 0191825 - Engineer's Report		\$ 5,458.84	\$ 5,458.84
Inv# 0191893 - Engineering Services (Sep 19)		\$ 113.95	\$ 113.95
3 Evergreen Lifestyles Management LLC Inv# ARMCDD0919N		\$ 1,553.02	\$ 1,553.02
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ 7,751.45</b>	<b>\$ 7,751.45</b>

Please make check payable to:

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

Funding Allocation:

East/West	\$ -
Greenpointe	\$ 7,751.45
	<u>\$ 7,751.45</u>

\*\*\* Only FY2019 Expenses per Developer Funding Agreement



**Advanced Disposal**  
ADVANCED DISPOSAL  
CLAY COUNTY - PB  
7580 PHILIPS HWY  
JACKSONVILLE FL 32256

NRXLE 322 DE 1310 0010/23/19

RETURN TO SENDER  
NO SUCH STREET  
UNABLE TO FORWARD

583

SC: 3225681080 \*1558-11010-01-38

810

**RETURN SERVICE REQUESTED**

000230 000000320



GREY HAWK HO ASSOCIATION  
1090 OAKLEAF PLANTATION PKWY  
ORANGE PARK, FL 32065

and solutions to a clean environment. How can we further help your business or home become greener and cleaner? Visit us at [www.AdvancedDisposal.com](http://www.AdvancedDisposal.com).

Should you have questions about charges, please see the back of this invoice, call your service representative or go to [www.AdvancedDisposal.com](http://www.AdvancedDisposal.com).

Thank you for your business!

**Account Information**

Account Number PB122617  
Site Number 0000  
Invoice Date September 30, 2019  
Invoice Number PB0000967002

**Account Summary**

Previous Balance \$470.93  
Payments/Adjustments \$0.00  
Current Invoice Amount \$154.71

**Amount Due \$625.64**

**Due Date Upon Receipt**

**Invoice Breakdown**

Current \$322.37  
30 days - past due \$303.27  
60 days - past due \$0.00  
90 days - past due \$0.00

It's easy being Green...sign up for ebill and auto pay at <http://www.AdvancedDisposal.com/billpay>.

**Contact Us**

(904) 783-7000  
JacksonvilleFL@AdvancedDisposal.com

**Previous Balance**

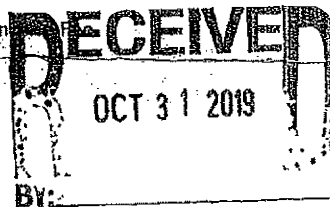
\$470.93

**Payments and Adjustments**

\$0.00

GREY HAWK HO ASSOCIATION (0001)  
1090 OAKLEAF PLANTATION PKWY-ORANGE PARK, FL

Date	Description	Reference	Qty	Unit Price	Amount
	<b>1.00 - 8.00YD:COMM FL TRASH (001)</b>				
09/30/19	TRASH STANDARD SERVICE: 10/01/19-10/31/19		1.00	85.00	85.00
09/30/19	ENERGY CHARGE		1.00	12.21	12.21
09/30/19	ENVIRONMENTAL CHARGE		1.00	20.40	20.40
	Clay Co Franchise Fee		117.61		19.17
	<b>SITE TOTAL</b>				<b>136.78</b>
09/30/19	C ADMIN FEE	SC146471	1.00	7.00	7.00
09/30/19	COMPLIANCE AND BUSINESS IMPACT CHARGE	SC146472	1.00	8.42	8.42
	Clay Co Franchise Fee		15.42		2.51



23.33.433

PB1909201001.txt-459-000000320

**How to Pay Your Bill**

**Online Bill Pay**

Great for regular payments.

Visit [www.advanceddisposal.com/billpay](http://www.advanceddisposal.com/billpay) to enroll in online bill pay methods.

With the Advanced Disposal online bill payment system, you are able to:

- Make a one-time payment
- Setup your account for automatic recurring payments

If you would like assistance, please contact us at 1-800-355-2108 and we will be happy to assist you in getting set up.

**Pay by Mail**

Best for sending a regular check.

Please mail your check made payable to Advanced Disposal to address listed below.

Please do not send correspondence to this address.

Please assist us by including the remittance portion (the perforated bottom section of your invoice) along with your check or money order to ensure your payment is posted quickly and accurately.

**Pay by Phone**

Good for a one time payment.

Call 1-877-720-1583 to make your payment by phone.

To ensure fastest service, please have your Phone PIN ready, which can be found at the top of your invoice.

We accept MasterCard, Visa, American Express and Discover. An automated voice service will process your payment. This option is ideal for making single payments.



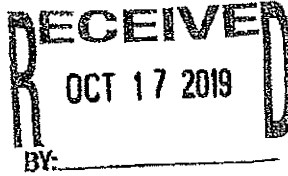
PLEASE RETURN THIS PORTION WITH PAYMENT

Printed on recycled paper





Armstrong Community Development District  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092



October 9, 2019  
Project No: 19207.00000  
Invoice No: 0191825

Project 19207.00000 Armstrong Community Development District-Supplemental Engineer's Report

**Professional Services rendered through September 30, 2019**

Task 01 Professional Services  
**Professional Personnel**

		Hours	Rate	Amount
Principal - Vice President				
Wild, Scott	7/20/2019	6.50	245.00	1,592.50
Wild, Scott	8/10/2019	1.00	245.00	245.00
Project Manager				
Brecht, John	7/13/2019	2.50	180.00	450.00
Brecht, John	7/27/2019	3.50	180.00	630.00
Brecht, John	8/10/2019	2.25	180.00	405.00
Brecht, John	8/17/2019	.50	180.00	90.00
Brecht, John	8/24/2019	1.75	180.00	315.00
Brecht, John	8/31/2019	4.00	180.00	720.00
CADD/GIS Technician				
Jeter, Matthew	7/20/2019	5.00	120.00	600.00
Administrative Support				
Blair, Shelley	7/13/2019	1.00	82.00	82.00
Blair, Shelley	7/20/2019	1.00	82.00	82.00
Blair, Shelley	8/3/2019	.75	82.00	61.50
Blair, Shelley	8/24/2019	1.00	82.00	82.00
Blair, Shelley	9/21/2019	.50	82.00	41.00
Totals		31.25		5,396.00
<b>Total Labor</b>				<b>5,396.00</b>

	Current	Prior	To-Date
Total Billings	5,396.00	0.00	5,396.00
Contract Limit			10,000.00
Remaining			4,604.00
<b>Total this Task</b>			<b>\$5,396.00</b>

Task XP Expenses

**England-Thims & Miller, Inc.**

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
1475 CW St. Augustine Road • Jacksonville, Florida 32258 • Tel 904-642-8990 • Fax 904-648-9485  
CA 0000284 LC 0000016



Jim Perry  
Armstrong Community Development District  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

October 8, 2019  
Project No: 19238.00000  
Invoice No: 0191893

Project 19238.00000 Armstrong CDD-2019/2020 General Consulting Engineering Services (WA#1)

**Professional Services rendered through September 30, 2019**

Task 01 General Consulting Services

Total Fee 10,000.00

Percent Complete

0.00 Total Earned

Previous Fee Billing

Current Fee Billing

Total Fee

OCT 17 2019

BY: 0.00

0.00

0.00

0.00

#### Professional Personnel

		Hours	Rate	Amount	
Administrative Support					
Blair, Shelley	9/21/2019	.50	82.00	41.00	
Blair, Shelley	9/28/2019	.50	82.00	41.00	
Totals		1.00		82.00	
Total Labor					82.00
Total this Task					\$82.00

Task XP Expenses

#### Expenses

Mileage			27.78	
Total Expenses		1.15 times	27.78	31.95
Total this Task				\$31.95

Invoice Total this Period \$113.95

England-Thim & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
14775 Old St. Augustine Road • Jacksonville, Florida 32228 • Tel 904.642.8000 • Fax 904.642.0405  
CA-00002584 LC-000016

Evergreen Lifestyles Management, LLC

10401 Deerwood Park Blvd Suite 2130  
Jacksonville, FL 32256  
321-558-6500

# INVOICE

DATE: 9/30/2019  
INVOICE # ARMCD0919N

## BILL TO

1179 - Armstrong CDD  
GMS-SF, LLC  
Attn: Patti Powers  
5385 N Nob Hill Road  
Sunrise, FL 33351

20.33463

VENDOR	DESCRIPTION	AMOUNT
ELM GF89-8/29 Thursday wo16069	Hurricane prep-secure pool furniture	Maintenance 195.00
ELM GF90-Materials needed		Maintenance 31.87
ELM GF90-9/6	Secured all sunscreens using zip ties	Maintenance 195.00
ELM GF92-9/9 Monday wo16220	added sip ties to sunscreens at tennis courts & blow tennis courts off	Maintenance 195.00
ELM GF106-Materials needed		Maintenance 118.21
ELM GF106-9/19 Thursday		Maintenance 520.00
	1. Filled rowing machine in the gym with distilled water	
	2. Remove light switches in men's and women's bathrooms installed blank cover	
	3. Thoroughly clean the gym and bathrooms	
	4. Cleaned outdoor sink area	
	5. Remove paint from pavers	
	6. Removed cobwebs	
	7. Emptied all outdoor trash cans and replaced liners	
	9/20 Friday	
	1. Blow off pool deck area	
	2. Cleaned out the storage closet remove trash	
	3. Cleaned out storage closet in the gym and installed a shelving unit	
	4. Replace to broken fan blades	
	5. Removed cobwebs	
ELM GF114-Materials needed		Maintenance 37.94
ELM GF114-9/24 Tuesday wo16747	janitorial work, replaced two light bulbs in the men's bathroom	Maintenance 260.00
Subtotal		\$ 1,553.02

## OTHER COMMENTS

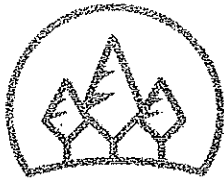
Please include the invoice number on your check

TOTAL Due \$ 1,553.02

Make all checks payable to  
Evergreen Lifestyles Management,

If you have any questions about this invoice, please contact Stacey Durkes  
[sdurkes@evergreen-lm.com](mailto:sdurkes@evergreen-lm.com)

20.33.463 1365.40  
464 188.02



**EVERGREEN**  
LIFESTYLES MANAGEMENT

## Evergreen Lifestyles Maintenance

Invoice No: GF85  
Date: 08/30/2019  
Bill To: Armstrong CDD  
rjohnson@evergreen-lm.com

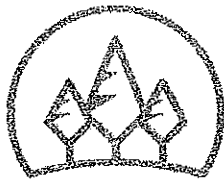
**Invoice**

GL-Code	Description	Quantity	Rate	Amount
	8/29 Thursday wo16069 Hurricane prep Secured pool furniture in any items that would blow around	1	\$195.00	\$195.00*
			Parts Subtotal	\$195.00

\*Indicates non-taxable item

Subtotal	\$195.00
Total	\$195.00
Paid	\$0.00

**Balance Due \$195.00**



# EVERGREEN

LIFESTYLES MANAGEMENT

## Evergreen Lifestyles Maintenance

Invoice No: GF90  
Date: 09/09/2019  
Bill To: Armstrong CDD  
rjohnson@evergreen-lm.com

**Invoice**

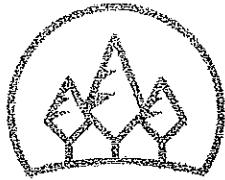
GL-Code	Description	Quantity	Rate	Amount
	Materials needed	1	\$31.87	\$31.87*
			Parts Subtotal	\$31.87

GL-Code	Description	Quantity	Rate	Amount
	9/6 Friday Secured all Sunscreens using zip ties	1	\$195.00	\$195.00*
			Labor Subtotal	\$195.00

\*Indicates non-taxable item

Subtotal	\$226.87
Total	\$226.87
Paid	\$0.00

**Balance Due \$226.87**



**EVERGREEN**  
LIFESTYLES MANAGEMENT

## Evergreen Lifestyles Maintenance

Invoice No: GF92  
Date: 09/09/2019  
Bill To: Armstrong CDD  
rjohnson@evergreen-lm.com

**Invoice**

GL-Code	Description	Quantity	Rate	Amount
	9/9 Monday wo16220	1	\$195.00	\$195.00*
	Added additional zip ties to the sunscreens at the tennis courts and blow tennis courts off			
			Labor Subtotal	\$195.00

\*Indicates non-taxable item

Subtotal	\$195.00
Total	\$195.00
Paid	\$0.00

**Balance Due \$195.00**



# EVERGREEN

LIFESTYLES MANAGEMENT

## Evergreen Lifestyles Maintenance

Invoice No: GF106  
Date: 09/20/2019  
Bill To: Armstrong CDD  
rjohnson@evergreen-lm.com

**Invoice**

GL-Code	Description	Quantity	Rate	Amount
	Materials needed	1	\$118.21	\$118.21*
			Parts Subtotal	\$118.21

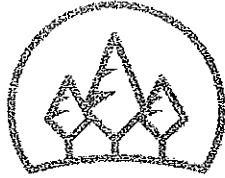
GL-Code	Description	Quantity	Rate	Amount
	9/19 Thursday	1	\$520.00	\$520.00*
	1. Filled rowing machine in the gym with distilled water			
	2. Remove light switches in men's and women's bathrooms installed blank cover			
	3. Thoroughly clean the gym and bathrooms			
	4. Cleaned outdoor sink area			
	5. Remove paint from pavers			
	6. Removed cobwebs			
	7. Emptied all outdoor trash cans and replaced liners			
	9/20 Friday			
	1. Blowoff pool deck area			
	2. Cleaned out the storage closet remove trash			
	3. Cleaned out storage closet in the gym and installed a shelving unit			
	4. Replace to broken fan blades			
	5. Removed cobwebs			
			Labor Subtotal	\$520.00

\*Indicates non-taxable item

Subtotal	\$638.21
Total	\$638.21
Paid	\$0.00

<b>Balance Due</b>	<b>\$638.21</b>
--------------------	-----------------





**EVERGREEN**  
LIFESTYLES MANAGEMENT

## Evergreen Lifestyles Maintenance

Invoice No: GF114  
Date: 09/27/2019  
Bill To: Armstrong CDD  
rjohnson@evergreen-lm.com

**Invoice**

GL-Code	Description	Quantity	Rate	Amount
	Materials needed	1	\$37.94	\$37.94*
			Parts Subtotal	\$37.94

GL-Code	Description	Quantity	Rate	Amount
	9/24 Tuesday wo16747 Performed janitorial work and replaced two light bulbs in the men's bathroom over the sink.	1	\$260.00	\$260.00*
			Labor Subtotal	\$260.00

\*Indicates non-taxable item

Subtotal	\$297.94
Total	\$297.94
Paid	\$0.00

**Balance Due \$297.94**

*SIXTEENTH ORDER OF BUSINESS*

# Armstrong

Community Development District  
Tynes Blvd. Construction Project

Funding Request #36  
November 14, 2019

PAYEE		Construction
1	<b>Vallencourt Construction Co. Inc.</b>	
	Tynes Boulevard Phase 1B & 2 - Pay App 20	\$ 132,147.54
	Tynes Boulevard Phase 1B & 2 - Pay App 21	\$ 342,118.59
	<b>TOTAL</b>	<b>\$ 474,266.13</b>

Armstrong CDD  
Recommend payment

Marcus McInarnay, President  
Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President  
J. Daniel Vallencourt, Vice President  
Stan Bates P.E., Vice President

## INVOICE

of \$ 132,147.54  
OCV TB PA  
11/6/19

Date: 10/29/19

Period To 10/29/2019

Invoice #: 6018

To: Armstrong Community Development District  
c/o Dean Vincent, Project Administrator  
3973 Eagle Landing Parkway  
Orange Park, FL 32065

VCC Project #: 201750

Application #: 20

Attn.: Accounts Payable/Dean Vincent

**Project Description: Tynes Boulevard Phase 1b + 2**  
**Tynes Blvd., Middleburg, FL 32068**

ORIGINAL CONTRACT AMOUNT	\$ 3,036,259.66
CHANGE ORDERS TO DATE	\$ 384,926.21
REVISED CONTRACT AMOUNT	\$ 3,421,185.87
PERCENTAGE COMPLETE	100.00%
WORK COMPLETE TO DATE	\$ 3,421,185.87
STORED MATERIALS	\$ -
TOTAL COMPLETED & STORED	\$ 3,421,185.87
LESS RETAINAGE	\$ 342,118.59
TOTAL EARNED LESS RETAINAGE	\$ 3,079,067.28
LESS PREVIOUS BILLINGS	\$ 2,946,919.74
CURRENT DUE	\$ 132,147.54

Account Summary:	Sales This Period	Sales To Date
Gross:	146,830.60	3,421,185.87
Retainage:	14,683.06	342,118.59
Net:	132,147.54	3,079,067.28



449 Center Street, Green Cove Springs, FL 32043 | (904) 291-9330 | VALLENCOURT.COM

## APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE

TO: Armstrong Community Development  
c/o Dean Vincent, Project Administrator  
3973 Eagle Landing Parkway

PROJECT: Tynes Boulevard Phase 1b + 2  
Tynes Blvd., Middleburg, FL 32068

APPLICATION NO: 6018-20  
PERIOD TO: 10/29/19

Distribution to:  
[X] OWNER  
[X] ENGINEER

FROM: Vallencourt Construction Company, Inc.  
P.O. Box 1889  
Green Cove Springs, FL 32043

ENGINEER'S PROJECT NO: N/A  
CONTRACTOR'S PROJECT NO: 201750

## CONTRACTOR'S APPLICATION FOR PAYMENT

## CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this Month			
Number	Date Approved		
1	6/30/2018	\$ 28,760.86	
2	6/30/2018	\$ 249,533.90	
3	6/30/2018	\$ 25,180.00	
4	9/30/2018	\$ 81,451.45	
TOTALS		\$ 384,926.21	\$ -
Net change by Change Orders		\$ 384,926.21	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment show issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR

By:

Date:

10-29-19

Application is made for Payment, as shown below, in connection with the Contract.  
Continuation Sheet AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM \$ 3,036,259.66
2. Net change by Change Orders \$ 384,926.21
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 3,421,185.87
4. TOTAL COMPLETED & STORED TO DATE \$ 3,421,185.87  
(Column G on G703)
5. RETAINAGE:
  - a. 0 % of Completed Work \$ 342,118.59  
(Column D + E on G703)
  - b. % of Stored Materials \$  
(Column F on G703)
 Total Retainage (Line 5a + 5b or  
Total in Column 1 of G703) \$ 342,118.59
6. TOTAL EARNED LESS RETAINAGE: \$ 3,079,067.28  
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 2,946,919.74
8. CURRENT PAYMENT DUE \$ 132,147.54
9. BALANCE TO FINISH, PLUS RETAINAGE \$ 342,118.59  
(Line 3 less Line 6)

State of: FLORIDA

County of: CLAY

Subscribed and sworn to before me this 29 day of OCT

Notary Public

My Commission Expires: 5/5/2023



JESSICA SMITH  
Notary Public - State of Florida  
Commission # GG 330626  
My Comm. Expires May 5, 2023  
Bonded through National Notary Assn.

## ENGINEER'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED \$

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed By:

Date:

indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# Schedule of Contract Values

Arresting Community Development District  
 21A Personnel CIP, APPLICATION AND CERTIFICATE OF PATHS - T. 04-11-11-11  
 Customer's signed Certificate of Acceptance  
 is attached hereto, and shall be a part of the contract.  
 The Contract is hereby approved and the same shall be a part of the contract.

Tynes Boulevard Phase 1b + 2  
 Tynes Blvd., Middleburg, FL 32068

APPLICATION NUMBER: 6018-20  
 APPLICATION DATE: 10/29/19  
 FUNDING: 10/29/19  
 VCC PROJECT: 201750

A	B	C	D	E	F	G	H	I
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	PERCENTAGE	TOTAL PRICE	PERCENTAGE	TOTAL PRICE
NO.								
1.	Phase 1b							
2.	General Conditions	\$ 10,929.00	\$ 10,929.00		\$ 10,929.00	100%	\$ 10,929.00	
3.	Bonds	\$ 9,919.00	\$ 9,919.00		\$ 9,919.00	100%	\$ 9,919.00	
4.	NPDES Compliance	\$ 10,568.00	\$ 10,568.00		\$ 10,568.00	100%	\$ 10,568.00	
5.	Surveying	\$ 12,037.00	\$ 12,037.00		\$ 12,037.00	100%	\$ 12,037.00	
6.	As Bulks	\$ 12,037.00	\$ 9,629.00	\$ 2,407.10	\$ 12,037.00	100%	\$ 12,037.00	
7.	Erosion Control	\$ 5,726.40	\$ 5,726.40		\$ 5,726.40	100%	\$ 5,726.40	
8.	Clearing	\$ 36,631.44	\$ 36,631.44		\$ 36,631.44	100%	\$ 36,631.44	
9.	Pond Excavation	\$ 159,818.10	\$ 159,818.10		\$ 159,818.10	100%	\$ 159,818.10	
10.	Earthwork	\$ 38,021.00	\$ 38,021.00		\$ 38,021.00	100%	\$ 38,021.00	
11.	Grassing	\$ 19,057.27	\$ 17,342.27	\$ 1,715.00	\$ 19,057.27	100%	\$ 19,057.27	
12.	Subsoil Stabilization	\$ 33,129.39	\$ 33,129.39		\$ 33,129.39	100%	\$ 33,129.39	
13.	Limerock Base	\$ 64,709.57	\$ 64,709.57		\$ 64,709.57	100%	\$ 64,709.57	
14.	Asphalt Paving	\$ 60,649.75	\$ 60,649.75		\$ 60,649.75	100%	\$ 60,649.75	
15.	Striping & Signs	\$ 12,233.23	\$ 6,116.61	\$ 6,116.61	\$ 12,233.23	100%	\$ 12,233.23	
16.	Curbs	\$ 28,726.00	\$ 28,726.00		\$ 28,726.00	100%	\$ 28,726.00	
17.	Sidewalks	\$ 52,906.12	\$ 52,906.12		\$ 52,906.12	100%	\$ 52,906.12	
18.	Storm Drain	\$ 101,040.35	\$ 99,951.80	\$ 1,088.55	\$ 101,040.35	100%	\$ 101,040.35	
19.	Gravity Sewer	\$ 88,970.19	\$ 88,970.19		\$ 88,970.19	100%	\$ 88,970.19	
20.	Water Main	\$ 116,572.32	\$ 116,572.32		\$ 116,572.32	100%	\$ 116,572.32	
21.	Rough Main	\$ 113,092.05	\$ 112,030.05	\$ 1,062.00	\$ 113,092.05	100%	\$ 113,092.05	
22.	Irrigation	\$ 11,474.00	\$ 8,031.60	\$ 3,442.20	\$ 11,474.00	100%	\$ 11,474.00	
23.	Landscaping	\$ 32,180.00	\$ 6,416.00	\$ 25,764.00	\$ 32,180.00	100%	\$ 32,180.00	
24.	Unused P&I Credit	\$ 64,483.50	\$ 64,483.50		\$ 64,483.50	100%	\$ 64,483.50	
25.								
26.	Phase 2							
27.	General Conditions	\$ 37,991.00	\$ 37,991.00		\$ 37,991.00	100%	\$ 37,991.00	
28.	Bonds	\$ 19,897.00	\$ 19,897.00		\$ 19,897.00	100%	\$ 19,897.00	
29.	NPDES Compliance	\$ 21,062.80	\$ 21,062.80		\$ 21,062.80	100%	\$ 21,062.80	
30.	Surveying	\$ 30,091.00	\$ 30,091.00		\$ 30,091.00	100%	\$ 30,091.00	
31.	As Bulks	\$ 15,046.00	\$ 12,036.00	\$ 3,010.00	\$ 15,046.00	100%	\$ 15,046.00	
32.	Erosion Control	\$ 9,104.60	\$ 9,104.60		\$ 9,104.60	100%	\$ 9,104.60	
33.	Clearing	\$ 44,771.76	\$ 44,771.76		\$ 44,771.76	100%	\$ 44,771.76	
34.	Pond Excavation	\$ 23,809.00	\$ 23,809.00		\$ 23,809.00	100%	\$ 23,809.00	
35.	Earthwork	\$ 97,638.43	\$ 94,261.37	\$ 3,377.06	\$ 97,638.43	100%	\$ 97,638.43	
36.	Grassing	\$ 22,808.69	\$ 15,148.00	\$ 7,660.69	\$ 22,808.69	100%	\$ 22,808.69	
37.	Subsoil Stabilization	\$ 80,765.43	\$ 80,765.43		\$ 80,765.43	100%	\$ 80,765.43	
38.	Limerock Base	\$ 162,171.66	\$ 162,171.66		\$ 162,171.66	100%	\$ 162,171.66	
39.	Asphalt Paving	\$ 149,840.28	\$ 149,840.28		\$ 149,840.28	100%	\$ 149,840.28	
40.	Striping & Signs	\$ 11,056.00	\$ 5,528.00	\$ 5,528.00	\$ 11,056.00	100%	\$ 11,056.00	
41.	Curbs	\$ 68,628.04	\$ 68,628.04		\$ 68,628.04	100%	\$ 68,628.04	
42.	Sidewalks	\$ 127,656.03	\$ 127,656.03		\$ 127,656.03	100%	\$ 127,656.03	
43.	Storm Drain	\$ 341,982.57	\$ 340,374.08	\$ 1,608.49	\$ 341,982.57	100%	\$ 341,982.57	
44.	Gravity Sewer	\$ 34,711.80	\$ 34,711.80		\$ 34,711.80	100%	\$ 34,711.80	
45.	Water Main	\$ 274,033.91	\$ 274,033.91	\$ 2,371.00	\$ 274,033.91	100%	\$ 274,033.91	
46.	Rough Main	\$ 253,697.10	\$ 250,829.70	\$ 2,867.40	\$ 253,697.10	100%	\$ 253,697.10	
47.	Irrigation	\$ 32,301.00	\$ 12,920.40	\$ 19,380.60	\$ 32,301.00	100%	\$ 32,301.00	
48.	Landscaping	\$ 74,262.00	\$ 14,852.40	\$ 59,409.60	\$ 74,262.00	100%	\$ 74,262.00	
49.	CO #1 Plan Changes	\$ 28,760.86	\$ 28,760.86		\$ 28,760.86	100%	\$ 28,760.86	
50.	CO #2 CCDA Main	\$ 249,533.90	\$ 249,533.90		\$ 249,533.90	100%	\$ 249,533.90	
51.	CO #3 Electrical Sleeves 1	\$ 25,180.00	\$ 25,180.00		\$ 25,180.00	100%	\$ 25,180.00	
52.	CO #4 Roadway Change	\$ 81,451.45	\$ 81,451.45		\$ 81,451.45	100%	\$ 81,451.45	
	TOTAL	\$ 3,421,185.07	\$ 3,274,353.27	\$ 146,831.80	\$ 3,421,185.07	100%	\$ 3,421,185.07	

Tynes Phase 1B

Tag	Account Code	Description	Pay Quantity	Unit of Measure	Unit Price	Total Price	Qty. Installed Previous App	Qty. Installed This App	Qty. Installed to Date	Total This Period	Total To Date	% Complete
Phase 1B	00100	General Conditions	1.00	Lump Sum	\$10,929.00	\$10,929.00		1	1	\$0.00	\$10,929.00	100%
Phase 1B	00201	Payment & Performance Bonds	1.00	Lump Sum	\$9,949.00	\$9,949.00		1	1	\$0.00	\$9,949.00	100%
Phase 1B	00300	NPDES Permit Compliance	1.00	Lump Sum	\$6,770.00	\$6,770.00		1	1	\$0.00	\$6,770.00	100%
Phase 1B	00303	Maintain Silt Fence	5,000.00	Linear Feet	\$0.99	\$4,950.00	5000		5000	\$0.00	\$4,950.00	100%
Phase 1B	00304	NPDES Reporting	8.00	Month	\$856.00	\$6,848.00		8	8	\$0.00	\$6,848.00	100%
Phase 1B	00400	Surveying	1.00	Lump Sum	\$12,037.00	\$12,037.00		1	1	\$0.00	\$12,037.00	100%
Phase 1B	00500	As Belts	1.00	Lump Sum	\$12,037.00	\$12,037.00		0.2	0.2	\$1,407.40	\$12,037.00	100%
Phase 1B	00601	Silt Fence Type III (Regular)	5,000.00	Linear Feet	\$0.88	\$4,400.00	5000		5000	\$0.00	\$4,400.00	100%
Phase 1B	00608	Inlet Protection	8.00	Each	\$1,326.40	\$10,611.20		8	8	\$0.00	\$10,611.20	100%
Phase 1B	00901	Clear Right of Way, Easements, Ponds	9.00	Acres	\$4,070.16	\$36,631.44		9	9	\$0.00	\$36,631.44	100%
Phase 1B	01001	Dewater for Pond	61,945.00	Cubic Yard	\$0.44	\$27,255.80	61945		61945	\$0.00	\$27,255.80	100%
Phase 1B	01002	Pond Excavation	61,945.00	Cubic Yard	\$2.14	\$132,562.30	61945		61945	\$0.00	\$132,562.30	100%
Phase 1B	01104	Strip Topsoil	3,359.00	Cubic Yard	\$2.60	\$8,733.40	3359		3359	\$0.00	\$8,733.40	100%
Phase 1B	01105	Bury in Pond	3,359.00	Cubic Yard	\$1.95	\$6,542.35	3359		3359	\$0.00	\$6,542.35	100%
Phase 1B	01108	Site Cut	200.00	Cubic Yard	\$2.71	\$542.00	200		200	\$0.00	\$542.00	100%
Phase 1B	01109	Place & Compact Fill	19,972.00	Cubic Yard	\$1.29	\$25,763.88	19372		19372	\$0.00	\$25,763.88	100%
Phase 1B	01110	Salvage of Excess Fill	42,989.00	Cubic Yard	\$1.50	\$64,483.50	42989		42989	\$0.00	\$64,483.50	100%
Phase 1B	01110	Earthwork Density Testing	1.00	Lump Sum	\$7,185.00	\$7,185.00		1	1	\$0.00	\$7,185.00	100%
Phase 1B	01112	Stockpile Fill	42,773.00	Cubic Yard	\$0.64	\$27,374.72	42773		42773	\$0.00	\$27,374.72	100%
Phase 1B	01113	Remove Unsuitables in Pipe Trench	974.00	Cubic Yard	\$12.51	\$12,184.74	974		974	\$0.00	\$12,184.74	100%
Phase 1B	01114	Replace Unsuitables in Pipe Trench	974.00	Cubic Yard	\$6.77	\$6,593.98	974		974	\$0.00	\$6,593.98	100%
Phase 1B	01118	Final Dressout	11,154.00	Square Yard	\$0.54	\$6,023.16	11154		11154	\$0.00	\$6,023.16	100%
Phase 1B	01119	Dress Behind Electric Contractor	1.00	Lump Sum	\$0,335.35	\$0,335.35		1	1	\$0.00	\$0,335.35	100%
Phase 1B	01201	Site Seed and Mulch	4,700.00	Square Yard	\$0.44	\$2,068.00	2500		2200	\$968.00	\$2,068.00	100%
Phase 1B	01203	Pond Sod	6,228.00	Square Yard	\$2.49	\$15,495.27	6228		6228	\$0.00	\$15,495.27	100%
Phase 1B	01205	Right of Way Sod	600.00	Square Yard	\$2.49	\$1,494.00	300		300	\$747.00	\$1,494.00	100%
Phase 1B	01301	Subgrade for Sidewalk	1,673.00	Square Yard	\$2.67	\$4,466.91	1673		1673	\$0.00	\$4,466.91	100%
Phase 1B	01304	Subsoil Stabilization	5,687.00	Square Yard	\$5.04	\$28,662.48	5687		5687	\$0.00	\$28,662.48	100%
Phase 1B	01403	8" Limerock	4,951.00	Square Yard	\$13.07	\$64,709.57	4951		4951	\$0.00	\$64,709.57	100%
Phase 1B	01506	2" Asphalt Pavement	4,951.00	Square Yard	\$11.15	\$55,208.65	4951		4951	\$0.00	\$55,208.65	100%
Phase 1B	01517	Prime Limerock	4,951.00	Square Yard	\$0.55	\$2,723.05	4951		4951	\$0.00	\$2,723.05	100%
Phase 1B	01518	Tack Coat	4,951.00	Square Yard	\$0.55	\$2,723.05	4951		4951	\$0.00	\$2,723.05	100%
						\$60,643.75				\$0.00	\$60,643.75	100%

Phase 1B	01700	Striping & Signs	1.00	Lump Sum	\$12,293.23	\$12,293.23	0.5	0.5	1	\$6,116.62	\$12,293.23	100%
Phase 1B	01805	18" City Std. Curb & Gutter	2,650.00	Linear Feet	\$10.84	\$28,726.00	2650		2650	\$0.00	\$28,726.00	100%
Phase 1B	02000	Sidewalks	15,058.00	Square Feet	\$3.31	\$49,841.98	15058		15058	\$0.00	\$49,841.98	100%
Phase 1B	02005	A.D.A. Handicap Ramps	6.00	Each	\$165.81	\$994.86	6		6	\$0.00	\$994.86	100%
Phase 1B	02006	A.D.A. Mats	72.00	Square Feet	\$28.74	\$2,069.28	72		72	\$0.00	\$2,069.28	100%
Phase 1B	03003	Dewater Storm Drain	200.00	Linear Feet	\$14.44	\$2,888.00	200		200	\$0.00	\$2,888.00	100%
Phase 1B	03025	Curb Inlet 24" Deep	6.00	Each	\$2,084.17	\$12,505.02	6		6	\$0.00	\$12,505.02	100%
Phase 1B	03026	Curb Inlet 48" Deep	2.00	Each	\$2,560.10	\$5,120.20	2		2	\$0.00	\$5,120.20	100%
Phase 1B	03061	Storm Manhole 4-6" Deep	2.00	Each	\$2,730.42	\$5,460.84	2		2	\$0.00	\$5,460.84	100%
Phase 1B	03062	Storm Manhole 6-8" Deep	1.00	Each	\$4,566.95	\$4,566.95	1		1	\$0.00	\$4,566.95	100%
Phase 1B	03075	Storm Top Adjustments	11.00	Each	\$432.15	\$4,753.65	11		11	\$0.00	\$4,753.65	100%
Phase 1B	03076	Storm Inverts	11.00	Each	\$477.79	\$5,255.69	11		11	\$0.00	\$5,255.69	100%
Phase 1B	03077	Underdrain Stubs from Inlets	400.00	Linear Feet	\$22.25	\$8,900.00	400		400	\$0.00	\$8,900.00	100%
Phase 1B	03085	18" Filtered End Section	3.00	Each	\$717.43	\$2,152.95	3		3	\$0.00	\$2,152.95	100%
Phase 1B	03191	18" RCP 94" Deep	915.00	Linear Feet	\$44.99	\$41,165.85	915		915	\$0.00	\$41,165.85	100%
Phase 1B	03279	Punch Out Storm Drain	915.00	Linear Feet	\$1.77	\$1,619.55	900	615	915	\$1,084.55	\$1,619.55	100%
Phase 1B	03280	TV / Laser Profile Storm Drain	915.00	Linear Feet	\$7.51	\$6,871.65	915		915	\$0.00	\$6,871.65	100%
Phase 1B	04009	Dewater Gravity Sewer	837.00	Linear Feet	\$16.34	\$13,569.18	837		837	\$0.00	\$13,569.18	100%
Phase 1B	04018	Type A Manhole 12-14" deep	1.00	Each	\$5,513.21	\$5,513.21	1		1	\$0.00	\$5,513.21	100%
Phase 1B	04019	Type A Manhole 14-16" deep	3.00	Each	\$6,895.36	\$20,687.88	3		3	\$0.00	\$20,687.88	100%
Phase 1B	04058	Manhole Top Out	4.00	Each	\$262.25	\$1,049.00	4		4	\$0.00	\$1,049.00	100%
Phase 1B	04069	Pour Inverts	4.00	Each	\$240.10	\$960.40	4		4	\$0.00	\$960.40	100%
Phase 1B	04115	8" SDR 26 Sewer Main 12-14" Deep	80.00	Linear Feet	\$41.36	\$3,308.80	80		80	\$0.00	\$3,308.80	100%
Phase 1B	04116	8" SDR 26 Sewer Main 14-16" Deep	757.00	Linear Feet	\$50.49	\$38,220.93	757		757	\$0.00	\$38,220.93	100%
Phase 1B	04137	PVC Fittings	2.00	Each	\$293.13	\$586.26	2		2	\$0.00	\$586.26	100%
Phase 1B	04143	6" & 8" Standard Boots for Manholes	9.00	Each	\$63.50	\$571.50	9		9	\$0.00	\$571.50	100%
Phase 1B	04144	Punch Out Sewer	837.00	Linear Feet	\$1.77	\$1,481.49	837		837	\$0.00	\$1,481.49	100%
Phase 1B	04145	TV Test Sewer Main	837.00	Linear Feet	\$4.42	\$3,699.54	837		837	\$0.00	\$3,699.54	100%
Phase 1B	07011	16" DR18 PVC Water Main	1,340.00	Linear Feet	\$41.40	\$55,476.00	1340		1340	\$0.00	\$55,476.00	100%
Phase 1B	07021	16" Joint Restraints	3.00	Each	\$409.69	\$1,229.07	3		3	\$0.00	\$1,229.07	100%
Phase 1B	07031	16" Gate Valve	3.00	Each	\$5,355.40	\$16,066.20	3		3	\$0.00	\$16,066.20	100%
Phase 1B	07011	18" x 8" Tee	3.00	Each	\$1,215.59	\$3,646.77	3		3	\$0.00	\$3,646.77	100%
Phase 1B	07011	18"										



Phase 1B	09004	Flashing Hydrant	5.00	Linear Sum	\$1,235.20	\$6,126.45	5	5	50.00	\$6,126.45	100%
Phase 1B	09011	1/2" DR18 PVC Reuse Main	1,840.00	Linear Feet	\$403.32	\$54,028.80	1340	1340	50.00	\$54,028.80	100%
Phase 1B	09011	1/2" Joint Restraints	3.00	Each	\$409.60	\$1,228.80	3	3	50.00	\$1,228.80	100%
Phase 1B	09011	1/2" Gate Valve	3.00	Each	\$5,353.40	\$16,060.20	3	3	50.00	\$16,060.20	100%
Phase 1B	09011	24" 5' Tee	3.00	Each	\$1,207.31	\$3,621.93	3	3	50.00	\$3,621.93	100%
Phase 1B	09011	16" 45 Bend	1.00	Each	\$982.84	\$982.84	1	1	50.00	\$982.84	100%
Phase 1B	09011	16" 22.5 Bend	5.00	Each	\$989.04	\$4,945.20	5	5	50.00	\$4,945.20	100%
Phase 1B	09014	8" DR18 PVC Reuse Main	300.00	Linear Feet	\$15.70	\$4,710.00	300	300	50.00	\$4,710.00	100%
Phase 1B	09014	8" Joint Restraints	3.00	Each	\$143.69	\$431.07	3	3	50.00	\$431.07	100%
Phase 1B	09014	8" Gate Valve	2.00	Each	\$4,002.31	\$8,004.62	2	2	50.00	\$8,004.62	100%
Phase 1B	09014	8" 45 Bend	20.00	Each	\$344.89	\$6,897.80	20	20	50.00	\$6,897.80	100%
Phase 1B	09014	8" Cap	3.00	Each	\$153.49	\$460.50	3	3	50.00	\$460.50	100%
Phase 1B	09014	Value Box Installation	1.00	Each	\$1,014.56	\$1,014.56	1	1	50.00	\$1,014.56	100%
Phase 1B	09014	Branch Out for Reuse Main	1,840.00	Linear Feet	\$1.77	\$3,252.80	1840	1840	50.00	\$3,252.80	100%
Phase 1B	09014	Flashing for Reuse Main	1,840.00	Linear Feet	\$0.99	\$1,821.60	1840	1840	50.00	\$1,821.60	100%
Phase 1B	09014	Locate Wire Test for Reuse Main	1,840.00	Linear Feet	\$0.55	\$1,012.00	1840	1840	50.00	\$1,012.00	100%
Phase 1B	09014	Pressure Test for Reuse Main	1,840.00	Linear Feet	\$1.97	\$3,624.80	1840	1840	50.00	\$3,624.80	100%
Phase 1B	11000	Irrigation	1.00	Lump Sum	\$11,474.00	\$11,474.00	0.7	0.7	50.00	\$11,474.00	100%
Phase 1B	13000	Landscaping	1.00	Lump Sum	\$32,180.00	\$32,180.00	0.2	0.2	50.00	\$32,180.00	100%
Phase 1B	13000	Unseeded PBI Overlay	42,880.00	Sq Yd	\$1.46	\$62,604.80	42880	42880	50.00	\$62,604.80	100%
Phase 1B Total						\$1,102,940.76			\$41,995.77	\$1,144,936.53	100%

Times Phase 2

Account Code	Description	Qty	Unit of Measure	Unit Price	Total Price	Qty. Installed Previous App	Qty. Installed This App	Qty. Installed to Date	Total This Period	Total To Date	% Complete
Phase 2	00100	General Conditions	1.00	Lump Sum	\$29,145.00	1		1	50.00	\$29,145.00	100%
Phase 2	00104	Construction Estimates	1.00	Each	\$9,244.00	1		1	50.00	\$9,244.00	100%
Phase 2	00201	Payment & Performance Bonds	1.00	Lump Sum	\$13,897.00	1		1	50.00	\$13,897.00	100%
Phase 2	00300	NPOES Permit Compliance	1.00	Lump Sum	\$6,770.00	1		1	50.00	\$6,770.00	100%
Phase 2	00303	Maximum Silt Fence	7,520.00	Linear Feet	\$0.99	\$7,444.80	7520	7520	50.00	\$7,444.80	100%
Phase 2	00304	NPOES Reporting	8.00	Month	\$456.00	8		8	50.00	\$4,048.00	100%
Phase 2	00400	Surveying	1.00	Lump Sum	\$30,090.00	1		1	50.00	\$30,090.00	100%
Phase 2	00500	As Buils	1.00	Lump Sum	\$15,045.00	1		1	50.00	\$15,045.00	100%
Phase 2	00601	Silt Fence Type II (Regular)	7,520.00	Linear Feet	\$0.84	\$6,316.80	7520	7520	50.00	\$6,316.80	100%
Phase 2	00608	Inlet Protection	15.00	Each	\$168.90	15		15	50.00	\$2,533.50	100%
Phase 2	00901	Crew Right of Way, Easements, Ponds	11.00	Acres	\$4,070.16	11		11	50.00	\$44,772.76	100%
Phase 2	01001	De-water East Pond	1.00	Lump Sum	\$3,250.00	1		1	50.00	\$3,250.00	100%
Phase 2	01002	Repair Pond 2 Slope	5,775.00	Square Yd	\$1.56	\$9,009.00	5775	5775	50.00	\$9,009.00	100%
Phase 2									\$0.00	\$23,298.00	100%

Phase 2	01104	Strip Topsoil	3,250.00	Cubic Yard	\$2.60	\$8,450.00	3250		3250	\$0.00	\$8,450.00	100%
Phase 2	01105	Burial Pond	3,250.00	Cubic Yard	\$1.65	\$5,362.50	3250		3250	\$0.00	\$5,362.50	100%
Phase 2	01108	Site Cut	100.00	Cubic Yard	\$2.71	\$271.00	100		100	\$0.00	\$271.00	100%
Phase 2	01109	Place & Compact Fill	29,292.00	Cubic Yard	\$0.96	\$28,120.32	29292		29292	\$0.00	\$28,120.32	100%
Phase 2	01110	Earthwork Density Testing	1.00	Lump Sum	\$8,401.00	\$8,401.00	1		1	\$0.00	\$8,401.00	100%
Phase 2	01112	Load Fill From Surcharge Area	29,292.00	Cubic Yard	\$1.10	\$32,221.20	29292		29292	\$0.00	\$32,221.20	100%
Phase 2	01118	Final Dressout	21,239.00	Square Yard	\$0.54	\$11,469.06	15000	6239	21239	\$3,369.06	\$11,469.06	100%
Phase 2	01119	Dress Behind Electric Contractor	1.00	Lump Sum	\$3,395.35	\$3,395.35	1		1	\$0.00	\$3,395.35	100%
						\$97,630.43				\$3,369.06	\$97,630.43	100%
Phase 2	01202	Site Seed and Mulch	11,200.00	Square Yard	\$0.44	\$4,928.00	5000	6,200.00	11200	\$2,728.00	\$4,928.00	100%
Phase 2	01203	Pond 2 Sod	5,775.00	Square Yard	\$2.49	\$14,379.75	4500	1,275.00	5775	\$3,174.75	\$14,379.75	100%
Phase 2	01205	Right of Way Sod	1,406.00	Square Yard	\$2.49	\$3,500.94	700	706.00	1406	\$1,757.94	\$3,500.94	100%
						\$22,808.89				\$7,660.69	\$22,808.89	100%
Phase 2	01302	Subgrade for Sidewalk	4,045.00	Square Yard	\$2.67	\$10,800.15	4045		4045	\$0.00	\$10,800.15	100%
Phase 2	01304	Subsoil Stabilization	13,882.00	Square Yard	\$5.04	\$69,965.28	13882		13882	\$0.00	\$69,965.28	100%
						\$80,765.43				\$0.00	\$80,765.43	100%
Phase 2	01400	Furnish and Install Geo Web	1,778.00	Square Yard	\$3.39	\$6,027.42	1778		1778	\$0.00	\$6,027.42	100%
Phase 2	02403	8" Unerook	12,123.00	Square Yard	\$13.88	\$166,144.24	12123		12123	\$0.00	\$166,144.24	100%
						\$162,171.86				\$0.00	\$162,171.86	100%
Phase 2	02506	2" Asphalt Pavement	12,123.00	Square Yard	\$11.76	\$141,604.98	12123		12123	\$0.00	\$141,604.98	100%
Phase 2	01517	Prime Unerook	12,123.00	Square Yard	\$0.55	\$6,667.65	12123		12123	\$0.00	\$6,667.65	100%
Phase 2	01518	Tack Coat	12,123.00	Square Yard	\$0.55	\$6,667.65	12123		12123	\$0.00	\$6,667.65	100%
						\$148,248.28				\$0.00	\$148,248.28	100%
Phase 2	01700	Striping & Signs	1.00	Lump Sum	\$11,056.00	\$11,056.00	0.5	0.5	1	\$5,528.00	\$11,056.00	100%
						\$11,056.00				\$5,528.00	\$11,056.00	100%
Phase 2	01805	18" City Std. Curb & Gutter	6,331.00	Linear Feet	\$10.84	\$68,628.04	6331		6331	\$0.00	\$68,628.04	100%
						\$68,628.04				\$0.00	\$68,628.04	100%
Phase 2	02000	Sidewalks	36,407.00	Square Feet	\$3.31	\$120,507.17	36407		36407	\$0.00	\$120,507.17	100%
Phase 2	02006	A.D.A. Handicap Ramps	14.00	Each	\$165.61	\$2,318.54	14		14	\$0.00	\$2,318.54	100%
Phase 2	02006	A.D.A. Mats	168.00	Square Feet	\$28.74	\$4,828.32	168		168	\$0.00	\$4,828.32	100%
						\$127,656.83				\$0.00	\$127,656.83	100%
Phase 2	03003	Dewater Storm Drain	986.00	Linear Feet	\$14.44	\$14,237.84	986		986	\$0.00	\$14,237.84	100%
Phase 2	03025	Curb Inlet 0-4' Deep	4.00	Each	\$1,084.17	\$4,336.68	4		4	\$0.00	\$4,336.68	100%
Phase 2	03026	Curb Inlet 4-6' Deep	7.00	Each	\$2,560.10	\$17,920.70	7		7	\$0.00	\$17,920.70	100%
Phase 2	03027	Curb Inlet 6-8' Deep	2.00	Each	\$3,834.83	\$7,669.66	2		2	\$0.00	\$7,669.66	100%
Phase 2	03027	Curb Inlet 8-10' Deep	2.00	Each	\$5,110.83	\$10,221.66	2		2	\$0.00	\$10,221.66	100%
Phase 2	03054	Control Structure 4-6' Deep	1.00	Each	\$7,212.99	\$7,212.99	1		1	\$0.00	\$7,212.99	100%
Phase 2	03060	Storm Manhole 0-4' Deep	1.00	Each	\$1,787.31	\$1,787.31	1		1	\$0.00	\$1,787.31	100%
Phase 2	03062	Storm Manhole 6-8' Deep	1.00	Each	\$4,566.95	\$4,566.95	1		1	\$0.00	\$4,566.95	100%
Phase 2	03064	Storm Manhole 10-12' Deep	2.00	Each	\$6,928.80	\$13,857.60	2		2	\$0.00	\$13,857.60	100%
Phase 2	03075	Storm Top Adjustments	17.00	Each	\$412.15	\$7,006.55	17		17	\$0.00	\$7,006.55	100%
Phase 2	03076	Storm Inverts	18.00	Each	\$477.79	\$8,600.22	18		18	\$0.00	\$8,600.22	100%
Phase 2	03077	Underdrain Stubs from Inlets	650.00	Linear Feet	\$22.25	\$14,462.50	650		650	\$0.00	\$14,462.50	100%
Phase 2	03086	24" Mitered End Section	2.00	Each	\$1,404.10	\$2,808.20	2		2	\$0.00	\$2,808.20	100%
Phase 2	03088	36" Mitered End Section	1.00	Each	\$1,823.24	\$1,823.24	1		1	\$0.00	\$1,823.24	100%
Phase 2	03088	42" Mitered End Section	2.00	Each	\$3,069.89	\$6,081.78	2		2	\$0.00	\$6,081.78	100%
Phase 2	03190	15" RCP 0-6' Deep	388.00	Linear Feet	\$34.25	\$13,289.00	388		388	\$0.00	\$13,289.00	100%
Phase 2	03191	18" RCP 0-6' Deep	785.00	Linear Feet	\$44.99	\$35,317.15	785		785	\$0.00	\$35,317.15	100%
Phase 2	03199	24" RCP 0-6' Deep	553.00	Linear Feet	\$53.74	\$29,718.22	553		553	\$0.00	\$29,718.22	100%
Phase 2	03199	24" RCP 6-8' Deep	208.00	Linear Feet	\$59.47	\$12,369.76	208		208	\$0.00	\$12,369.76	100%
Phase 2	03000	30" RCP 6-8' Deep	125.00	Linear Feet	\$81.30	\$10,162.50	125		125	\$0.00	\$10,162.50	100%
Phase 2	03000	30" RCP 8-10' Deep	90.00	Linear Feet	\$93.47	\$8,412.30	90		90	\$0.00	\$8,412.30	100%
Phase 2	03212	36" RCP 0-6' Deep	225.00	Linear Feet	\$79.05	\$17,786.25	225		225	\$0.00	\$17,786.25	100%
Phase 2	03213	36" RCP 6-8' Deep	71.00	Linear Feet	\$103.13	\$7,322.23	71		71	\$0.00	\$7,322.23	100%
Phase 2	03222	42" RCP 10-12' Deep	492.00	Linear Feet	\$109.26	\$53,755.92	492		492	\$0.00	\$53,755.92	100%
Phase 2	03279	Punch Out Storm Drain	2,937.00	Linear Feet	\$1.77	\$5,198.49	2937	937.00	2937	\$1,658.49	\$5,198.49	100%
Phase 2	03280	TV / Laser Profile Storm Drain	2,937.00	Linear Feet	\$7.51	\$22,056.87	2937		2937	\$0.00	\$22,056.87	100%
						\$341,982.57				\$1,658.49	\$341,982.57	100%



Phase 2	09004	Flushing Hydrant	6.00	Lump Sum	\$1,725.28	\$7,351.68	6		5	\$0.00	\$7,351.68	100%
Phase 2	09011	16" DR18 PVC Reuse Main	3,160.00	Linear Feet	\$40.32	\$127,411.20	3160		3160	\$0.00	\$127,411.20	100%
Phase 2	09011	16" Joint Restraints	70.00	Each	\$409.89	\$28,692.30	70		70	\$0.00	\$28,692.30	100%
Phase 2	09011	16"x16" Cross	2.00	Each	\$2,366.55	\$4,733.10	2		2	\$0.00	\$4,733.10	100%
Phase 2	09011	16" Sleeve	1.00	Each	\$1,091.91	\$1,091.91	1		1	\$0.00	\$1,091.91	100%
Phase 2	09011	16" Gate Valve	6.00	Each	\$5,355.40	\$32,132.40	6		6	\$0.00	\$32,132.40	100%
Phase 2	09011	16" x 8" Tee	2.00	Each	\$1,207.31	\$2,414.62	2		2	\$0.00	\$2,414.62	100%
Phase 2	09011	16" 22.5 Bend	5.00	Each	\$988.04	\$4,945.20	5		5	\$0.00	\$4,945.20	100%
Phase 2	09013	10" DR18 PVC Reuse Main	120.00	Linear Feet	\$20.02	\$2,402.40	120		120	\$0.00	\$2,402.40	100%
Phase 2	09013	10" Joint Restraints	4.00	Each	\$202.00	\$808.00	4		4	\$0.00	\$808.00	100%
Phase 2	09013	10" Gate Valve	2.00	Each	\$2,029.01	\$4,058.02	2		2	\$0.00	\$4,058.02	100%
Phase 2	09013	10" Reducer	1.00	Each	\$402.80	\$402.80	1		1	\$0.00	\$402.80	100%
Phase 2	09013	10" Cap	1.00	Each	\$207.07	\$207.07	1		1	\$0.00	\$207.07	100%
Phase 2	09014	8" DR18 PVC Reuse Main	340.00	Linear Feet	\$15.70	\$5,338.00	340		340	\$0.00	\$5,338.00	100%
Phase 2	09014	8" Joint Restraints	10.00	Each	\$143.69	\$1,436.90	10		10	\$0.00	\$1,436.90	100%
Phase 2	09014	8" Gate Valve	4.00	Each	\$1,334.11	\$5,336.44	4		4	\$0.00	\$5,336.44	100%
Phase 2	09014	8" 45 Bend	8.00	Each	\$348.89	\$2,791.12	8		8	\$0.00	\$2,791.12	100%
Phase 2	09014	8" 22.5 Bend	1.00	Each	\$346.52	\$346.52	1		1	\$0.00	\$346.52	100%
Phase 2	09014	8" Cap	5.00	Each	\$153.50	\$767.50	5		5	\$0.00	\$767.50	100%
Phase 2	09234	2" Single Water Service	2.00	Each	\$1,166.16	\$2,332.32	2		2	\$0.00	\$2,332.32	100%
Phase 2	09239	Punch Out for Reuse Main	3,620.00	Linear Feet	\$1.77	\$6,407.40	2000	1620	3620	\$2,867.40	\$6,407.40	100%
Phase 2	09240	Flushing for Reuse Main	3,620.00	Linear Feet	\$0.89	\$3,221.80	3620		3620	\$0.00	\$3,221.80	100%
Phase 2	09241	Locate Wire Test for Reuse Main	3,620.00	Linear Feet	\$0.55	\$1,991.00	3620		3620	\$0.00	\$1,991.00	100%
Phase 2	09242	Pressure Test for Reuse Main	3,620.00	Linear Feet	\$1.97	\$7,131.40	3620		3620	\$0.00	\$7,131.40	100%
Phase 2	11000	Irrigation	1.00	Lump Sum	\$32,301.00	\$32,301.00	0.4	0.6	1	\$19,380.60	\$32,301.00	100%
Phase 2	13000	Landscaping	1.00	Lump Sum	\$74,262.00	\$74,262.00	0.2	0.8	1	\$59,409.50	\$74,262.00	100%
Phase 2	0001	Const Set vs Bid Set	1.00	Lump Sum	\$28,760.86	\$28,760.86	1		1	\$0.00	\$28,760.86	100%
Phase 2	0002	CUA Main	1.00	Lump Sum	\$249,533.90	\$249,533.90	1		1	\$0.00	\$249,533.90	100%
Phase 2	0003	Electrical Sleeves	1.00	Lump Sum	\$25,180.00	\$25,180.00	1		1	\$0.00	\$25,180.00	100%
Phase 2	0004	Roadway Change	1.00	Lump Sum	\$81,451.45	\$81,451.45	1		1	\$0.00	\$81,451.45	100%
Phase 2 Total					\$2,318,245.11	\$2,318,245.11				\$105,254.84	\$2,318,245.11	100%
										\$146,830.61	\$3,421,185.87	100%

Armstrong CDD  
Reimbursement paid

Marcus McInarnay, President  
Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President  
J. Daniel Vallencourt, Vice President  
Stan Bates P.E., Vice President

## INVOICE

of \$ 342,118.59  
DGV TB PA  
11/6/19

Date: 10/29/19

Period To 10/27/2019

Invoice #: 6019

To: Armstrong Community Development District  
c/o Dean Vincent, Project Administrator  
3973 Eagle Landing Parkway  
Orange Park, FL 32065

VCC Project #: 201750

Application #: Ret 21

Attn.: Accounts Payable/Dean Vincent

Project Description: **Tynes Boulevard Phase 1b + 2**  
**Tynes Blvd., Middleburg, FL 32068**

ORIGINAL CONTRACT AMOUNT.....	\$ 3,036,259.66
CHANGE ORDERS TO DATE.....	\$ 384,926.21
REVISED CONTRACT AMOUNT.....	\$ 3,421,185.87
PERCENTAGE COMPLETE..... 100.00%	
WORK COMPLETE TO DATE.....	\$ 3,421,185.87
STORED MATERIALS.....	\$ -
TOTAL COMPLETED & STORED.....	\$ 3,421,185.87
LESS RETAINAGE.....	
TOTAL EARNED LESS RETAINAGE.....	\$ 3,421,185.87
LESS PREVIOUS BILLINGS.....	\$ 3,079,067.28
CURRENT DUE.....	\$ 342,118.59

Account Summary:	Sales This Period	Sales To Date
Gross:	3,421,185.87	
Retainage:	342,118.59	
Net:	3,079,067.28	



449 Center Street, Green Cove Springs, FL 32043 | (904) 291-9330 | VALLENCOURT.COM

**WAIVER AND RELEASE OF LIEN  
CONDITIONAL UPON PROGRESS PAYMENT**

The undersigned lienor, upon payment from the lienee, of the sum of \$ 132,147.54, hereby waives and releases its lien and right to claim a lien including all claims, change orders, or demands whatsoever for labor, services, or materials furnished through October 29, 2019 on the job of Armstrong Community Development District to the following described property:

**Project:** Tynes Boulevard Phase 1b + 2  
**Location:** Tynes Blvd., Middleburg, FL 32068  
**Invoice#:** 6018-20

This waiver and release does not cover any labor, services, or materials furnished after the date specified. The undersigned represents that he/she is an authorized agent of Lienor and has authority to execute this Waiver and Release of Lien on behalf of Lienor.

Dated on: October 29, 2019

**Lienor's Name:** Vallencourt Construction Co., Inc.  
**Address:** P.O. Box 1889  
Green Cove Springs, FL 32043

**Phone:** 904-291-9330

By: 

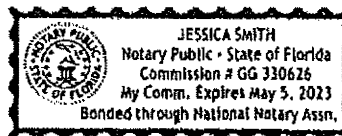
**Printed Name:** J. Daniel Vallencourt  
**Title:** Vice President

**STATE OF FLORIDA  
COUNTY OF CLAY**

The foregoing instrument was acknowledged before me this 29 day of oct 2019  
by Steven Jordan of Vallencourt Construction Co., Inc., a Florida corporation, on behalf of the corporation.

Personally known X or Produced Identification                      Type of Identification                     

Jessica Smith  
Notary Public



*NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996).  
Effective October 1, 1996, a person may not require a lienor to furnish a waiver  
or release of lien that is different from the statutory form.*

## APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE

TO: Armstrong Community Development  
c/o Dean Vincent, Project Administrator  
3973 Eagle Landing Parkway

PROJECT: Tynes Boulevard Phase 1b + 2  
Tynes Blvd., Middleburg, FL 32068

APPLICATION NO: 6019-Ret 21  
PERIOD TO: 10/27/19

Distribution to:  
[X] OWNER  
[X] ENGINEER

FROM: Vallencourt Construction Company, Inc.  
P.O. Box 1889  
Green Cove Springs, FL 32043

ENGINEER'S PROJECT NO: N/A  
CONTRACTOR'S PROJECT NO: 201750

## CONTRACTOR'S APPLICATION FOR PAYMENT

## CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this Month			
Number	Date Approved		
1	6/30/2018	\$ 28,760.86	
2	6/30/2018	\$ 249,533.90	
3	6/30/2018	\$ 25,180.00	
4	9/30/2018	\$ 81,451.45	
TOTALS		\$ 384,926.21	\$ -
Net change by Change Orders		\$ 384,926.21	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment show issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: 

Date:

10-29-19

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM..... \$ 3,036,259.66
2. Net change by Change Orders..... \$ 384,926.21
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$ 3,421,185.87
4. TOTAL COMPLETED & STORED TO DATE..... \$ 3,421,185.87  
(Column G on G703)
5. RETAINAGE:
  - a. 0 % of Completed Work \$  
(Column D + E on G703)
  - b. % of Stored Materials \$  
(Column F on G703)
 Total Retainage (Line 5a + 5b or  
Total in Column 1 of G703)..... \$
6. TOTAL EARNED LESS RETAINAGE..... \$ 3,421,185.87  
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR  
PAYMENT (Line 6 from prior Certificate)..... \$ 3,079,067.28
8. CURRENT PAYMENT DUE..... \$ 342,118.59
9. BALANCE TO FINISH, PLUS RETAINAGE..... \$  
(Line 3 less Line 6)

State of: FLORIDA

County of: CLAY

Subscribed and sworn to before me this

day of OCT

Notary Public:

My Commission Expires:

10-29-19  
Jessica Smith  
5/5/2023



JESSICA SMITH  
Notary Public - State of Florida  
Commission # GG 330626  
My Comm. Expires May 5, 2023  
Bonded through National Notary Assn.

## ENGINEER'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED.....\$

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed By: ENGINEER:

Date:

indicated, the quality of the Work is in accordance with the Contract Documents, the Contractor is entitled to payment of the AMOUNT CERTIFIED

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# Schedule of Contract Values

Armstrong Community Development District  
 2017-2018 FISCAL YEAR BUDGET  
 2017-2018 FISCAL YEAR BUDGET  
 2017-2018 FISCAL YEAR BUDGET

Tynes Road and Phase 1b + 2  
 Tynes Blvd, Middleburg, FL 32068

4/18/2018  
 10/25/19  
 10/27/19  
 201730

A	B	C	D	E	F	G	H	I
Item	Description	Quantity	Unit	Price	Amount	Amount	Amount	Amount
1	Phase 1b							
2	General Conditions	10,923.00	\$	10,923.00				
3	Ready	9,919.00	\$	9,919.00				
4	NPDES Compliance	18,568.00	\$	18,568.00				
5	Surveying	12,637.00	\$	12,637.00				
6	As BUILT	12,637.00	\$	12,637.00				
7	Excavation Control	5,726.40	\$	5,726.40				
8	Clearing	36,931.64	\$	36,931.64				
9	Food Excavation	159,818.10	\$	159,818.10				
10	Earthwork	38,021.08	\$	38,021.08				
11	Grading	19,052.27	\$	19,052.27				
12	Subsoil Substitution	32,129.39	\$	32,129.39				
13	Miner's Base	64,259.57	\$	64,259.57				
14	Asphalt Paving	60,649.25	\$	60,649.25				
15	Striping & Signs	12,232.23	\$	12,232.23				
16	Curbs	28,726.00	\$	28,726.00				
17	Subsides	57,406.12	\$	57,406.12				
18	Storm Drain	101,040.35	\$	101,040.35				
19	Grassy Sewer	88,970.19	\$	88,970.19				
20	Water Main	116,572.32	\$	116,572.32				
21	Force Main	133,092.05	\$	133,092.05				
22	Irrigation	11,274.00	\$	11,274.00				
23	Landscaping	32,100.00	\$	32,100.00				
24	Unexcavated FILL	64,483.50	\$	64,483.50				
25								
26	Phase 2							
27	General Conditions	37,991.00	\$	37,991.00				
28	Ready	19,817.00	\$	19,817.00				
29	NPDES Compliance	21,061.80	\$	21,061.80				
30	Surveying	30,091.00	\$	30,091.00				
31	As BUILT	15,045.00	\$	15,045.00				
32	Excavation Control	9,104.80	\$	9,104.80				
33	Clearing	64,771.76	\$	64,771.76				
34	Food Excavation	23,809.00	\$	23,809.00				
35	Earthwork	97,630.43	\$	97,630.43				
36	Grading	22,800.69	\$	22,800.69				
37	Subsoil Substitution	80,245.43	\$	80,245.43				
38	Miner's Base	162,371.86	\$	162,371.86				
39	Asphalt Paving	149,840.28	\$	149,840.28				
40	Striping & Signs	11,956.00	\$	11,956.00				
41	Curbs	68,628.04	\$	68,628.04				
42	Subsides	137,658.03	\$	137,658.03				
43	Storm Drain	241,892.57	\$	241,892.57				
44	Grassy Sewer	24,711.00	\$	24,711.00				
45	Water Main	275,032.91	\$	275,032.91				
46	Force Main	253,697.10	\$	253,697.10				
47	Irrigation	12,301.00	\$	12,301.00				
48	Landscaping	14,161.00	\$	14,161.00				
49	(00) Plan Changes	28,760.86	\$	28,760.86				
50	(00) CCUA (H)	249,532.90	\$	249,532.90				
51	(00) Electrical (H)	25,180.00	\$	25,180.00				
52	(00) Roadway Change	81,431.45	\$	81,431.45				
	TOTAL	3,421,185.87	\$	3,421,185.87				



Tynes Phase 1B

Tag #	Account Code	Description	Pay Quantity	Unit of Measure	Unit Price	Total Price	Qty. Installed Previous App	Qty. Installed This App	Qty. Installed to Date	Total This Period	Total To Date	% Complete
Phase 1B	00100	General Conditions	1.00	Lump Sum	\$10,929.00	\$10,929.00	1		1	\$0.00	\$10,929.00	100%
Phase 1B	00201	Pavement & Performance Bonds	1.00	Lump Sum	\$9,949.00	\$9,949.00	1		1	\$0.00	\$9,949.00	100%
Phase 1B	00300	NPDES Permit Compliance	1.00	Lump Sum	\$6,770.00	\$6,770.00	1		1	\$0.00	\$6,770.00	100%
Phase 1B	00303	Maintain Silt Fence	5,000.00	Linear Feet	\$0.99	\$4,950.00	5000		5000	\$0.00	\$4,950.00	100%
Phase 1B	00304	NPDES Reporting	8.00	Month	\$856.00	\$6,848.00	8		8	\$0.00	\$6,848.00	100%
Phase 1B	00400	Surveying	1.00	Lump Sum	\$12,037.00	\$12,037.00	1		1	\$0.00	\$12,037.00	100%
Phase 1B	00500	As Bu'ts	1.00	Lump Sum	\$12,037.00	\$12,037.00	1		1	\$0.00	\$12,037.00	100%
Phase 1B	00601	Silt Fence Type III (Regular)	5,000.00	Linear Feet	\$0.88	\$4,400.00	5000		5000	\$0.00	\$4,400.00	100%
Phase 1B	00608	Inlet Protection	8.00	Each	\$160.80	\$1,326.40	8		8	\$0.00	\$1,326.40	100%
Phase 1B	00901	Clear Right of Way, Easements, Pond	9.00	Acre	\$4,070.16	\$36,631.44	9		9	\$0.00	\$36,631.44	100%
Phase 1B	01001	Dewater for Pond	61,945.00	Cubic Yard	\$0.44	\$27,255.80	61945		61945	\$0.00	\$27,255.80	100%
Phase 1B	01002	Pond Excavation	61,945.00	Cubic Yard	\$2.14	\$132,562.30	61945		61945	\$0.00	\$132,562.30	100%
Phase 1B	01104	Strip Topsoil	3,359.00	Cubic Yard	\$2.60	\$8,733.40	3359		3359	\$0.00	\$8,733.40	100%
Phase 1B	01105	Bury in Pond	3,359.00	Cubic Yard	\$1.65	\$5,542.35	3359		3359	\$0.00	\$5,542.35	100%
Phase 1B	01108	Sho Cut	200.00	Cubic Yard	\$2.71	\$542.00	200		200	\$0.00	\$542.00	100%
Phase 1B	01109	Place & Compact Fill	19,372.00	Cubic Yard	\$1.29	\$24,989.88	19372		19372	\$0.00	\$24,989.88	100%
Phase 1B	01110	Salv of Excess Fill	42,989.00	Cubic Yard	-\$1.50	-\$64,483.50	42989		42989	\$0.00	-\$64,483.50	100%
Phase 1B	01110	Earthwork Density Testing	1.00	Lump Sum	\$7,185.00	\$7,185.00	1		1	\$0.00	\$7,185.00	100%
Phase 1B	01112	Stockpile Fill	42,773.00	Cubic Yard	\$0.64	\$27,374.72	42773		42773	\$0.00	\$27,374.72	100%
Phase 1B	01113	Remove Unsuitables in Pipe Trench	974.00	Cubic Yard	\$12.51	\$12,184.74	974		974	\$0.00	\$12,184.74	100%
Phase 1B	01114	Replace Unsuitables in Pipe Trench	974.00	Cubic Yard	\$6.77	\$6,589.98	974		974	\$0.00	\$6,589.98	100%
Phase 1B	01118	Final Dressout	11,154.00	Square Yard	\$0.54	\$6,023.16	11154		11154	\$0.00	\$6,023.16	100%
Phase 1B	01119	Dress Behind Electric Contractor	1.00	Lump Sum	\$3,335.35	\$3,335.35	1		1	\$0.00	\$3,335.35	100%
Phase 1B	01201	Site Seed and Mulch	4,700.00	Square Yard	\$2.44	\$2,068.00	4700		4700	\$0.00	\$2,068.00	100%
Phase 1B	01203	Pond Sod	6,223.00	Square Yard	\$2.49	\$15,495.27	6223		6223	\$0.00	\$15,495.27	100%
Phase 1B	01205	Right of Way Sod	600.00	Square Yard	\$2.49	\$1,494.00	600		600	\$0.00	\$1,494.00	100%
Phase 1B	01302	Subgrade for Sidewalk	1,673.00	Square Yard	\$2.87	\$4,866.91	1673		1673	\$0.00	\$4,866.91	100%
Phase 1B	01304	Subsoil Stabilization	3,687.00	Square Yard	\$5.04	\$18,662.48	3687		3687	\$0.00	\$18,662.48	100%
Phase 1B	01403	8" Limerock	4,951.00	Square Yard	\$13.07	\$64,709.57	4951		4951	\$0.00	\$64,709.57	100%
Phase 1B	01506	2" Asphalt Pavement	4,951.00	Square Yard	\$11.15	\$55,203.65	4951		4951	\$0.00	\$55,203.65	100%
Phase 1B	01517	Prime Limerock	4,951.00	Square Yard	\$0.55	\$2,723.05	4951		4951	\$0.00	\$2,723.05	100%
Phase 1B	01518	Tack Coat	4,951.00	Square Yard	\$0.55	\$2,723.05	4951		4951	\$0.00	\$2,723.05	100%

Phase 1B	01700	Striping & Signs	1.00	Lump Sum	\$12,233.23	\$12,233.23	1		1	\$0.00	\$12,233.23	100%
Phase 1B	01805	18" City Std. Curb & Gutter	2,650.00	Linear Feet	\$10.84	\$28,726.00	2650		2650	\$0.00	\$28,726.00	100%
Phase 1B	03000	Sidewalks	15,058.00	Square Feet	\$3.31	\$49,841.98	15058		15058	\$0.00	\$49,841.98	100%
Phase 1B	02005	A.D.A. Handicap Ramps	6.00	Each	\$165.81	\$994.86	6		6	\$0.00	\$994.86	100%
Phase 1B	02006	A.D.A. Mats	72.00	Square Feet	\$28.74	\$2,069.28	72		72	\$0.00	\$2,069.28	100%
Phase 1B	03003	Dewater Storm Drain	200.00	Linear Feet	\$14.44	\$2,888.00	200		200	\$0.00	\$2,888.00	100%
Phase 1B	03025	Curb Inlet 6-4" Deep	6.00	Each	\$2,084.17	\$12,505.02	6		6	\$0.00	\$12,505.02	100%
Phase 1B	03026	Curb Inlet 4-6" Deep	2.00	Each	\$2,560.10	\$5,120.20	2		2	\$0.00	\$5,120.20	100%
Phase 1B	03063	Storm Manhole 4-6" Deep	2.00	Each	\$2,790.42	\$5,480.84	2		2	\$0.00	\$5,480.84	100%
Phase 1B	03062	Storm Manhole 6-8" Deep	1.00	Each	\$4,566.95	\$4,566.95	1		1	\$0.00	\$4,566.95	100%
Phase 1B	03075	Storm Top Adjustments	11.00	Each	\$417.15	\$4,588.65	11		11	\$0.00	\$4,588.65	100%
Phase 1B	03076	Storm Inverts	11.00	Each	\$477.79	\$5,255.69	11		11	\$0.00	\$5,255.69	100%
Phase 1B	03077	Underdrain Stubs from Inlets	400.00	Linear Feet	\$22.25	\$8,900.00	400		400	\$0.00	\$8,900.00	100%
Phase 1B	03085	18" Mitered End Section	3.00	Each	\$717.65	\$2,152.95	3		3	\$0.00	\$2,152.95	100%
Phase 1B	03191	18" RCP 6-6" Deep	915.00	Linear Feet	\$44.99	\$41,165.85	915		915	\$0.00	\$41,165.85	100%
Phase 1B	03279	Punch Out Storm Drain	915.00	Linear Feet	\$11.77	\$10,675.55	915		915	\$0.00	\$10,675.55	100%
Phase 1B	03280	TV / Laser Profile Storm Drain	915.00	Linear Feet	\$7.51	\$6,871.65	915		915	\$0.00	\$6,871.65	100%
Phase 1B	04003	Dewater Gravity Sewer	837.00	Linear Feet	\$16.14	\$13,509.18	837		837	\$0.00	\$13,509.18	100%
Phase 1B	04018	Type A Manhole 12-14" deep	1.00	Each	\$5,513.71	\$5,513.71	1		1	\$0.00	\$5,513.71	100%
Phase 1B	04019	Type A Manhole 14-16" deep	3.00	Each	\$6,895.96	\$20,687.88	3		3	\$0.00	\$20,687.88	100%
Phase 1B	04068	Manhole Top Out	4.00	Each	\$261.25	\$1,045.00	4		4	\$0.00	\$1,045.00	100%
Phase 1B	04069	Point Inverts	4.00	Each	\$240.10	\$960.40	4		4	\$0.00	\$960.40	100%
Phase 1B	04115	8" SDR 26 Sewer Main 12-14" Deep	80.00	Linear Feet	\$41.36	\$3,308.80	80		80	\$0.00	\$3,308.80	100%
Phase 1B	04116	8" SDR 26 Sewer Main 14-16" Deep	757.00	Linear Feet	\$50.49	\$38,220.93	757		757	\$0.00	\$38,220.93	100%
Phase 1B	04127	PVC Fittings	2.00	Each	\$293.13	\$586.26	2		2	\$0.00	\$586.26	100%
Phase 1B	04143	6" & 8" Standard Boots for Manholes	9.00	Each	\$61.50	\$553.50	9		9	\$0.00	\$553.50	100%
Phase 1B	04144	Punch Out Sewer	837.00	LF	\$1.77	\$1,481.49	837		837	\$0.00	\$1,481.49	100%
Phase 1B	04145	TV Test Sewer Main	837.00	Linear Feet	\$4.42	\$3,699.54	837		837	\$0.00	\$3,699.54	100%
Phase 1B	07011	16" DR18 PVC Water Main	1,340.00	Linear Feet	\$41.40	\$55,476.00	1340		1340	\$0.00	\$55,476.00	100%
Phase 1B	07011	16" Joint Restraints	3.00	Each	\$409.69	\$1,229.07	3		3	\$0.00	\$1,229.07	100%
Phase 1B	07011	16" Gate Valve	3.00	Each	\$5,355.40	\$16,066.20	3		3	\$0.00	\$16,066.20	100%
Phase 1B	07011	16 x 8" Tee	3.00	Each	\$1,215.53	\$3,646.77	3		3	\$0.00	\$3,646.77	100%
Phase 1B	07011	16 x 6" Tee	3.00	Each	\$1,156.10	\$3,468.30	3		3	\$0.00	\$3,468.30	100%
Phase 1B	07011	16" 22.5 Bend	5.00	Each	\$936.60	\$4,683.00	5		5	\$0.00	\$4,683.00	100%
Phase 1B	07014	8" DR18 PVC Water Main	40.00	Linear Feet	\$15.70	\$628.00	40		40	\$0.00	\$628.00	100%
Phase 1B	07014	8" Joint Restraints	3.00	Each	\$142.53	\$427.53	3		3	\$0.00	\$427.53	100%
Phase 1B	07014	8" Gate Valve	3.00	Each	\$1,334.11	\$4,002.33	3		3	\$0.00	\$4,002.33	100%
Phase 1B	07014	8" Cap	3.00	Each	\$566.97	\$1,699.91	3		3	\$0.00	\$1,699.91	100%
Phase 1B	07015	6" DR18 PVC Water Main	20.00	Linear Feet	\$11.91	\$238.20	20		20	\$0.00	\$238.20	100%
Phase 1B	07015	6" Joint Restraints	3.00	Each	\$122.40	\$367.20	3		3	\$0.00	\$367.20	100%
Phase 1B	07015	6" Gate Valve	3.00	Each	\$693.73	\$2,081.19	3		3	\$0.00	\$2,081.19	100%
Phase 1B	07104	Valve Box Installation	9.00	Each	\$169.11	\$1,521.99	9		9	\$0.00	\$1,521.99	100%
Phase 1B	07105	Flushing Hydrant	6.00	Each	\$1,225.25	\$7,351.74	6		6	\$0.00	\$7,351.74	100%
Phase 1B	07106	Fire Hydrant	3.00	Each	\$2,340.63	\$7,021.83	3		3	\$0.00	\$7,021.83	100%
Phase 1B	07246	Punch Out for Water Main	1,400.00	Linear Feet	\$1.77	\$2,478.00	1400		1400	\$0.00	\$2,478.00	100%
Phase 1B	07248	Flushing 8" GT's for Water Main	1,400.00	Linear Feet	\$0.89	\$1,246.00	1400		1400	\$0.00	\$1,246.00	100%
Phase 1B	07249	Locate Wire Test for Water Main	1,400.00	Linear Feet	\$0.51	\$714.00	1400		1400	\$0.00	\$714.00	100%
Phase 1B	07250	Pressure Test for Water Main	1,400.00	Linear Feet	\$1.97	\$2,758.00	1400		1400	\$0.00	\$2,758.00	100%
						\$116,577.32				\$0.00	\$116,577.32	100%

Phase 1B	09004	Flushing Hydrant	5.00	Lump Sum	\$1,225.29	\$6,126.45	5	5	\$0.00	\$6,126.45	100%
Phase 1B	09011	18" DR18 PVC Reuse Main	1,340.00	Linear Feet	\$40.32	\$54,028.80	1340	1340	\$0.00	\$54,028.80	100%
Phase 1B	09011	18" Joint Restraints	3.00	Each	\$409.89	\$1,229.07	3	3	\$0.00	\$1,229.07	100%
Phase 1B	09011	18" Gate Valve	3.00	Each	\$5,355.40	\$16,066.20	3	3	\$0.00	\$16,066.20	100%
Phase 1B	09011	18" x 8" Tee	3.00	Each	\$1,207.31	\$3,621.93	3	3	\$0.00	\$3,621.93	100%
Phase 1B	09011	18" 45 Bend	1.00	Each	\$982.84	\$982.84	1	1	\$0.00	\$982.84	100%
Phase 1B	09011	18" 22.5 Bend	5.00	Each	\$983.04	\$4,915.20	5	5	\$0.00	\$4,915.20	100%
Phase 1B	09014	18" DR18 PVC Reuse Main	300.00	Linear Feet	\$15.70	\$4,710.00	300	300	\$0.00	\$4,710.00	100%
Phase 1B	09014	8" Joint Restraints	3.00	Each	\$143.89	\$431.07	3	3	\$0.00	\$431.07	100%
Phase 1B	09014	8" Gate Valve	3.00	Each	\$1,334.11	\$4,002.33	3	3	\$0.00	\$4,002.33	100%
Phase 1B	09014	8" 45 Bend	20.00	Each	\$348.89	\$6,977.80	20	20	\$0.00	\$6,977.80	100%
Phase 1B	09014	8" Cap	3.00	Each	\$153.50	\$460.50	3	3	\$0.00	\$460.50	100%
Phase 1B	09103	Valve Box Installation	6.00	Each	\$169.11	\$1,014.66	6	6	\$0.00	\$1,014.66	100%
Phase 1B	09239	Punch Out for Reuse Main	1,640.00	Linear Feet	\$1.77	\$2,902.80	1640	1640	\$0.00	\$2,902.80	100%
Phase 1B	09240	Flushing for Reuse Main	1,640.00	Linear Feet	\$0.89	\$1,459.60	1640	1640	\$0.00	\$1,459.60	100%
Phase 1B	09241	Locate Wire Test for Reuse Main	1,640.00	Linear Feet	\$0.55	\$902.00	1640	1640	\$0.00	\$902.00	100%
Phase 1B	09242	Pressure Test for Reuse Main	1,640.00	Linear Feet	\$1.97	\$3,230.80	1640	1640	\$0.00	\$3,230.80	100%
Phase 1B	11000	Irrigation	1.00	Lump Sum	\$11,474.00	\$11,474.00	1	1	\$0.00	\$11,474.00	100%
Phase 1B	13000	Landscaping	1.00	Lump Sum	\$32,180.00	\$32,180.00	1	1	\$0.00	\$32,180.00	100%
Phase 1B	13000	Unresd Fil Credit	42,989.00	Cubic Yard	\$1.50	\$64,483.50	42989	42989	\$0.00	\$64,483.50	100%
Phase 1B Total						\$1,102,340.76			\$0.00	\$1,102,340.76	100%

#### Tynes Phase 2

Account Code	Description	Pay Quantity	Unit of Measure	Unit Price	Total Price	Qty. Installed Previous App	Qty. Installed This App	Qty. Installed to Date	Total This Period	Total To Date	% Complete
Phase 2	00100	General Conditions	1.00	Lump Sum	\$29,145.00	\$29,145.00	1	1	\$0.00	\$29,145.00	100%
Phase 2	00104	Construction Entrance	1.00	Each	\$8,846.00	\$8,846.00	1	1	\$0.00	\$8,846.00	100%
Phase 2	00201	Payment & Performance Bonds	1.00	Lump Sum	\$19,897.00	\$19,897.00	1	1	\$0.00	\$19,897.00	100%
Phase 2	00300	NPDES Permit Compliance	1.00	Lump Sum	\$6,770.00	\$6,770.00	1	1	\$0.00	\$6,770.00	100%
Phase 2	00303	Maintain Silt Fence	7,520.00	Linear Feet	\$0.99	\$7,444.80	7520	7520	\$0.00	\$7,444.80	100%
Phase 2	00304	NPDES Reporting	8.00	Month	\$856.00	\$6,848.00	8	8	\$0.00	\$6,848.00	100%
Phase 2	00400	Surveying	1.00	Lump Sum	\$30,091.00	\$30,091.00	1	1	\$0.00	\$30,091.00	100%
Phase 2	00500	As Built	1.00	Lump Sum	\$15,046.00	\$15,046.00	1	1	\$0.00	\$15,046.00	100%
Phase 2	00601	Silt Fence Type II (Regular)	7,520.00	Linear Feet	\$0.88	\$6,617.60	7520	7520	\$0.00	\$6,617.60	100%
Phase 2	00608	Inlet Protection	15.00	Each	\$105.80	\$1,587.00	15	15	\$0.00	\$1,587.00	100%
Phase 2	00901	Clear Right of Way, Easements, Ponds	11.00	Acre	\$4,070.16	\$44,771.76	11	11	\$0.00	\$44,771.76	100%
Phase 2	01001	Dewater East Pond	1.00	Lump Sum	\$3,250.00	\$3,250.00	1	1	\$0.00	\$3,250.00	100%
Phase 2	01002	Regrade Pond 2 Slope	5,775.00	Square Yard	\$3.54	\$20,559.00	5775	5775	\$0.00	\$20,559.00	100%
						\$23,808.00			\$0.00	\$23,808.00	100%

Phase 2	01104	Strip Topsoil	3,250.00	Cubic Yard	\$2.60	\$8,450.00	3250	\$0.00	\$8,450.00	100%
Phase 2	01105	Bury in Pond	3,250.00	Cubic Yard	\$1.65	\$5,362.50	3250	\$0.00	\$5,362.50	100%
Phase 2	01108	Site Cut	100.00	Cubic Yard	\$2.71	\$271.00	100	\$0.00	\$271.00	100%
Phase 2	01109	Place & Compact Fill	29,292.00	Cubic Yard	\$0.96	\$28,120.32	29292	\$0.00	\$28,120.32	100%
Phase 2	01110	Earthwork Density Testing	1.00	Lump Sum	\$8,401.00	\$8,401.00	1	\$0.00	\$8,401.00	100%
Phase 2	01112	Load Fill From Surcharge Area	29,292.00	Cubic Yard	\$1.10	\$32,221.20	29292	\$0.00	\$32,221.20	100%
Phase 2	01113	Final Dressout	21,239.00	Square Yard	\$0.54	\$11,469.06	21239	\$0.00	\$11,469.06	100%
Phase 2	01119	Dress Behind Electric Contractor	1.00	Lump Sum	\$3,335.35	\$3,335.35	1	\$0.00	\$3,335.35	100%
Phase 2	01202	Site Seed and Mulch	11,200.00	Square Yard	\$0.44	\$4,928.00	11200	\$0.00	\$4,928.00	100%
Phase 2	01203	Pond 2 Sod	5,775.00	Square Yard	\$2.49	\$14,379.75	5775	\$0.00	\$14,379.75	100%
Phase 2	01205	Right of Way Sod	1,406.00	Square Yard	\$2.49	\$3,500.94	1406	\$0.00	\$3,500.94	100%
Phase 2	01302	Subgrade for Sidewalk	4,045.00	Square Yard	\$2.67	\$10,800.15	4045	\$0.00	\$10,800.15	100%
Phase 2	01304	Subsoil Stabilization	13,862.00	Square Yard	\$5.04	\$69,965.28	13862	\$0.00	\$69,965.28	100%
Phase 2	01400	Furnish and Install Geo-Web	1,778.00	Square Yard	\$3.39	\$5,927.42	1778	\$0.00	\$5,927.42	100%
Phase 2	01403	8" Limerock	12,123.00	Square Yard	\$12.88	\$156,144.24	12123	\$0.00	\$156,144.24	100%
Phase 2	01506	2" Asphalt Pavement	12,123.00	Square Yard	\$11.26	\$136,504.98	12123	\$0.00	\$136,504.98	100%
Phase 2	01517	Prime Limerock	12,123.00	Square Yard	\$0.55	\$6,667.65	12123	\$0.00	\$6,667.65	100%
Phase 2	01518	Tack Coat	12,123.00	Square Yard	\$0.55	\$6,667.65	12123	\$0.00	\$6,667.65	100%
Phase 2	01700	Striping & Signs	1.00	Lump Sum	\$11,056.00	\$11,056.00	1	\$0.00	\$11,056.00	100%
Phase 2	01805	18" City Std. Curb & Gutter	6,331.00	Linear Feet	\$10.84	\$68,628.04	6331	\$0.00	\$68,628.04	100%
Phase 2	02000	Sidewalks	36,407.00	Square Feet	\$9.32	\$339,507.17	36407	\$0.00	\$339,507.17	100%
Phase 2	02005	A.D.A. Handicap Ramps	14.00	Each	\$165.81	\$2,321.34	14	\$0.00	\$2,321.34	100%
Phase 2	02006	A.D.A. Mats	168.00	Square Feet	\$28.74	\$4,828.32	168	\$0.00	\$4,828.32	100%
Phase 2	03003	Dewater Storm Drain	986.00	Linear Feet	\$14.44	\$14,237.84	986	\$0.00	\$14,237.84	100%
Phase 2	03025	Curb Inlet 0-4' Deep	4.00	Each	\$2,084.17	\$8,336.68	4	\$0.00	\$8,336.68	100%
Phase 2	03026	Curb Inlet 4-6' Deep	7.00	Each	\$2,560.10	\$17,920.70	7	\$0.00	\$17,920.70	100%
Phase 2	03027	Curb Inlet 6-8' Deep	2.00	Each	\$3,834.83	\$7,669.66	2	\$0.00	\$7,669.66	100%
Phase 2	03027	Curb Inlet 8-10' Deep	2.00	Each	\$5,110.83	\$10,221.66	2	\$0.00	\$10,221.66	100%
Phase 2	03054	Control Structure 4-6' Deep	1.00	Each	\$7,212.99	\$7,212.99	1	\$0.00	\$7,212.99	100%
Phase 2	03060	Storm Manhole 0-4' Deep	1.00	Each	\$1,787.31	\$1,787.31	1	\$0.00	\$1,787.31	100%
Phase 2	03067	Storm Manhole 6-8' Deep	1.00	Each	\$4,566.95	\$4,566.95	1	\$0.00	\$4,566.95	100%
Phase 2	03064	Storm Manhole 10-12' Deep	2.00	Each	\$6,828.80	\$13,657.60	2	\$0.00	\$13,657.60	100%
Phase 2	03075	Storm Top Adjustments	17.00	Each	\$412.15	\$7,006.55	17	\$0.00	\$7,006.55	100%
Phase 2	03076	Storm Inverts	18.00	Each	\$477.79	\$8,600.22	18	\$0.00	\$8,600.22	100%
Phase 2	03077	Underdrain Stub from Inlets	650.00	Linear Feet	\$22.25	\$14,462.50	650	\$0.00	\$14,462.50	100%
Phase 2	03085	24" Mitered End Section	2.00	Each	\$1,404.10	\$2,808.20	2	\$0.00	\$2,808.20	100%
Phase 2	03083	36" Mitered End Section	1.00	Each	\$1,823.24	\$1,823.24	1	\$0.00	\$1,823.24	100%
Phase 2	03083	42" Mitered End Section	2.00	Each	\$3,040.89	\$6,081.78	2	\$0.00	\$6,081.78	100%
Phase 2	03100	15" RCP 0-6' Deep	388.00	Linear Feet	\$34.25	\$13,289.00	388	\$0.00	\$13,289.00	100%
Phase 2	03192	18" RCP 0-6' Deep	785.00	Linear Feet	\$64.99	\$51,017.15	785	\$0.00	\$51,017.15	100%
Phase 2	03198	24" RCP 0-6' Deep	553.00	Linear Feet	\$59.74	\$32,978.22	553	\$0.00	\$32,978.22	100%
Phase 2	03199	24" RCP 6-8' Deep	208.00	Linear Feet	\$59.47	\$12,369.76	208	\$0.00	\$12,369.76	100%
Phase 2	03000	30" RCP 6-8' Deep	125.00	Linear Feet	\$81.30	\$10,162.50	125	\$0.00	\$10,162.50	100%
Phase 2	03000	30" RCP 8-10' Deep	90.00	Linear Feet	\$83.47	\$7,512.30	90	\$0.00	\$7,512.30	100%
Phase 2	03212	36" RCP 0-6' Deep	225.00	Linear Feet	\$79.05	\$17,786.25	225	\$0.00	\$17,786.25	100%
Phase 2	03213	36" RCP 6-8' Deep	71.00	Linear Feet	\$103.13	\$7,322.23	71	\$0.00	\$7,322.23	100%
Phase 2	03222	42" RCP 10-12' Deep	492.00	Linear Feet	\$59.26	\$29,155.92	492	\$0.00	\$29,155.92	100%
Phase 2	03279	Punch Out Storm Drain	2,937.00	Linear Feet	\$1.77	\$5,198.49	2937	\$0.00	\$5,198.49	100%
Phase 2	03280	TV / Laser Profile Storm Drain	2,937.00	Linear Feet	\$7.51	\$22,056.87	2937	\$0.00	\$22,056.87	100%
						\$341,992.57		\$0.00	\$341,992.57	100%

Phase 2	04003	Dewater Gravity Sewer	400.00	Linear Feet	\$16.34	\$6,456.00	400		400	\$0.00	\$6,456.00	100%
Phase 2	04017	Type A Manhole 10-12' deep	1.00	Each	\$4,556.65	\$4,556.65	1		1	\$0.00	\$4,556.65	100%
Phase 2	04068	Manhole Top Out	2.00	Each	\$262.25	\$524.50	2		2	\$0.00	\$524.50	100%
Phase 2	04069	Pour Inverts	2.00	Each	\$240.10	\$480.20	2		2	\$0.00	\$480.20	100%
Phase 2	04103	10" SDR 26 Sewer Main 8-10' Deep	128.00	Linear Feet	\$34.07	\$4,360.96	128		128	\$0.00	\$4,360.96	100%
Phase 2	04104	10" SDR 26 Sewer Main 10-12' Deep	120.00	Linear Feet	\$36.47	\$4,328.40	120		120	\$0.00	\$4,328.40	100%
Phase 2	04106	10" SDR 26 Sewer Main 14-16' Deep	152.00	Linear Feet	\$68.85	\$10,465.20	152		152	\$0.00	\$10,465.20	100%
Phase 2	04137	PVC Fittings	3.00	Each	\$289.13	\$879.39	3		3	\$0.00	\$879.39	100%
Phase 2	04143	6" & 8" Standard Boots for Manholes	3.00	Each	\$61.50	\$184.50	3		3	\$0.00	\$184.50	100%
Phase 2	04144	Punch Out Sewer	400.00	LF	\$1.77	\$708.00	400		400	\$0.00	\$708.00	100%
Phase 2	04145	TV Test Sewer Main	400.00	Linear Feet	\$4.42	\$1,768.00	400		400	\$0.00	\$1,768.00	100%
						\$34,721.80				\$0.00	\$34,721.80	100%
Phase 2	07011	16" DR18 PVC Water Main	3,020.00	Linear Feet	\$41.49	\$125,028.00	3020		3020	\$0.00	\$125,028.00	100%
Phase 2	07011	16" Joint Restraints	68.00	Each	\$409.09	\$27,818.92	68		68	\$0.00	\$27,818.92	100%
Phase 2	07011	16"x16" Cross	2.00	Each	\$2,336.98	\$4,673.96	2		2	\$0.00	\$4,673.96	100%
Phase 2	07011	16" Sleeve	1.00	Each	\$1,031.91	\$1,031.91	1		1	\$0.00	\$1,031.91	100%
Phase 2	07011	16" Gate Valve	6.00	Each	\$5,355.40	\$32,132.40	6		6	\$0.00	\$32,132.40	100%
Phase 2	07011	16 x 8" Tee	2.00	Each	\$1,215.59	\$2,431.18	2		2	\$0.00	\$2,431.18	100%
Phase 2	07011	16 x 6" Tee	7.00	Each	\$1,156.09	\$8,092.63	7		7	\$0.00	\$8,092.63	100%
Phase 2	07011	16" 22.5 Bend	5.00	Each	\$896.00	\$4,480.00	5		5	\$0.00	\$4,480.00	100%
Phase 2	07013	10" DR18 PVC Water Main	20.00	Linear Feet	\$19.49	\$389.80	20		20	\$0.00	\$389.80	100%
Phase 2	07013	10" Gate Valve	2.00	Each	\$2,039.01	\$4,078.02	2		2	\$0.00	\$4,078.02	100%
Phase 2	07011	10x8" Reducer	1.00	Each	\$402.80	\$402.80	1		1	\$0.00	\$402.80	100%
Phase 2	07013	10" Cap	1.00	Each	\$190.52	\$190.52	1		1	\$0.00	\$190.52	100%
Phase 2	07014	8" DR18 PVC Water Main	280.00	Linear Feet	\$15.19	\$3,943.40	280		280	\$0.00	\$3,943.40	100%
Phase 2	07014	8" Joint Restraints	6.00	Each	\$142.51	\$855.06	6		6	\$0.00	\$855.06	100%
Phase 2	07014	8" Gate Valve	4.00	Each	\$1,334.11	\$5,336.44	4		4	\$0.00	\$5,336.44	100%
Phase 2	07014	8" Cap	5.00	Each	\$188.99	\$944.95	5		5	\$0.00	\$944.95	100%
Phase 2	07015	6" DR18 PVC Water Main	40.00	Linear Feet	\$11.91	\$476.40	40		40	\$0.00	\$476.40	100%
Phase 2	07015	6" Gate Valve	7.00	Each	\$809.73	\$5,668.11	7		7	\$0.00	\$5,668.11	100%
Phase 2	07104	Valve Box Installation	19.00	Each	\$169.11	\$3,213.09	19		19	\$0.00	\$3,213.09	100%
Phase 2	07105	Flushung Hydrant	5.00	Each	\$1,225.28	\$6,126.40	5		5	\$0.00	\$6,126.40	100%
Phase 2	07106	Fire Hydrant	7.00	Each	\$2,340.60	\$16,384.20	7		7	\$0.00	\$16,384.20	100%
Phase 2	07238	1" Single Water Service	2.00	Each	\$1,166.16	\$2,332.32	2		2	\$0.00	\$2,332.32	100%
Phase 2	07245	Punch Out for Water Main	3,340.00	Linear Feet	\$1.77	\$5,911.80	3340		3340	\$0.00	\$5,911.80	100%
Phase 2	07248	Flushing & BT's for Water Main	3,340.00	Linear Feet	\$0.89	\$2,972.60	3340		3340	\$0.00	\$2,972.60	100%
Phase 2	07249	Locals Wire Test for Water Main	3,340.00	Linear Feet	\$0.51	\$1,703.40	3340		3340	\$0.00	\$1,703.40	100%
Phase 2	07250	Pressure Test for Water Main	3,340.00	Linear Feet	\$1.97	\$6,579.80	3340		3340	\$0.00	\$6,579.80	100%
						\$274,033.91				\$0.00	\$274,033.91	100%

Phase 2	09004	Flushing Hydrant	6.00	Lump Sum	\$1,225.28	\$7,351.68	6	6	\$0.00	\$7,351.68	100%
Phase 2	09011	16" DR18 PVC Reuse Main	3,160.00	Linear Feet	\$40.92	\$127,411.20	3160	3160	\$0.00	\$127,411.20	100%
Phase 2	09011	16" Joint Restraints	70.00	Each	\$409.69	\$28,678.30	70	70	\$0.00	\$28,678.30	100%
Phase 2	09011	16"x16" Cross	2.00	Each	\$2,366.55	\$4,733.10	2	2	\$0.00	\$4,733.10	100%
Phase 2	09011	16" Sleeve	1.00	Each	\$1,031.91	\$1,031.91	1	1	\$0.00	\$1,031.91	100%
Phase 2	09011	16" Gate Valve	6.00	Each	\$5,351.40	\$32,132.40	6	6	\$0.00	\$32,132.40	100%
Phase 2	09011	16" 8" Tee	2.00	Each	\$1,207.31	\$2,414.62	2	2	\$0.00	\$2,414.62	100%
Phase 2	09011	16" 22.5 Bend	5.00	Each	\$995.04	\$4,945.20	5	5	\$0.00	\$4,945.20	100%
Phase 2	09013	10" DR18 PVC Reuse Main	120.00	Linear Feet	\$20.02	\$2,402.40	120	120	\$0.00	\$2,402.40	100%
Phase 2	09013	10" Joint Restraints	4.00	Each	\$202.00	\$808.00	4	4	\$0.00	\$808.00	100%
Phase 2	09013	10" Gate Valve	2.00	Each	\$2,039.01	\$4,078.02	2	2	\$0.00	\$4,078.02	100%
Phase 2	09013	10x8" Reducer	1.00	Each	\$402.80	\$402.80	1	1	\$0.00	\$402.80	100%
Phase 2	09013	10" Cap	1.00	Each	\$207.07	\$207.07	1	1	\$0.00	\$207.07	100%
Phase 2	09014	8" DR18 PVC Reuse Main	340.00	Linear Feet	\$15.70	\$5,338.00	340	340	\$0.00	\$5,338.00	100%
Phase 2	09014	8" Joint Restraints	10.00	Each	\$143.69	\$1,436.90	10	10	\$0.00	\$1,436.90	100%
Phase 2	09014	8" Gate Valve	4.00	Each	\$1,334.11	\$5,336.44	4	4	\$0.00	\$5,336.44	100%
Phase 2	09014	8" 45 Bend	8.00	Each	\$348.89	\$2,791.12	8	8	\$0.00	\$2,791.12	100%
Phase 2	09014	8" 22.5 Bend	1.00	Each	\$346.52	\$346.52	1	1	\$0.00	\$346.52	100%
Phase 2	09014	8" Cap	5.00	Each	\$153.50	\$767.50	5	5	\$0.00	\$767.50	100%
Phase 2	09234	1" Single Water Service	2.00	Each	\$1,168.16	\$2,332.32	2	2	\$0.00	\$2,332.32	100%
Phase 2	09239	Punch Out for Reuse Main	3,620.00	Linear Feet	\$1.77	\$6,407.40	3620	3620	\$0.00	\$6,407.40	100%
Phase 2	09240	Flushing for Reuse Main	3,620.00	Linear Feet	\$0.89	\$1,221.80	3620	3620	\$0.00	\$1,221.80	100%
Phase 2	09241	Locate Wire Test for Reuse Main	3,620.00	Linear Feet	\$0.55	\$1,991.00	3620	3620	\$0.00	\$1,991.00	100%
Phase 2	09242	Pressure Test for Reuse Main	3,620.00	Linear Feet	\$1.97	\$7,131.40	3620	3620	\$0.00	\$7,131.40	100%
Phase 2	11000	Irrigation	1.00	Lump Sum	\$32,301.00	\$32,301.00	1	1	\$0.00	\$32,301.00	100%
Phase 2	13000	Landscaping	1.00	Lump Sum	\$74,262.00	\$74,262.00	1	1	\$0.00	\$74,262.00	100%
Phase 2	0001	Const Set vs Bid Set	1.00	Lump Sum	\$28,760.86	\$28,760.86	1	1	\$0.00	\$28,760.86	100%
Phase 2	0002	CCUA Main	1.00	Lump Sum	\$249,533.90	\$249,533.90	1	1	\$0.00	\$249,533.90	100%
Phase 2	0003	Electrical Sleeves 1	1.00	Lump Sum	\$25,180.00	\$25,180.00	1	1	\$0.00	\$25,180.00	100%
Phase 2	0004	Roadway Change	1.00	Lump Sum	\$81,451.45	\$81,451.45	1	1	\$0.00	\$81,451.45	100%
Phase 2 Total					\$2,318,245.11	\$2,318,245.11			\$0.00	\$2,318,245.11	100%
Grand Total					\$3,421,185.87	\$3,421,185.87			\$0.00	\$3,421,185.87	100%

**WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT**

The undersigned lienor, upon payment from the donee, of the sum of \$ 342,118.59, hereby waives and releases its lien and right to claim a lien including all claims, change orders, or demands whatsoever for labor, services, or materials furnished through October 27, 2019 on the job of Armstrong Community Development District to the following described property:

**Project:** Tynes Boulevard Phase 1b + 2  
**Location:** Tynes Blvd., Middleburg, FL 32068  
**Invoice#:** 6019-Ret 21

This waiver and release does not cover any labor, services, or materials furnished after the date specified. The undersigned represents that he/she is an authorized agent of Lienor and has authority to execute this Waiver and Release of Lien on behalf of Lienor.

**Dated on:** October 29, 2019

**Lienor's Name:** Vallencourt Construction Co., Inc.  
**Address:** P.O. Box 1889  
Green Cove Springs, FL 32043

**Phone:** 904-291-9330

**By:** [Signature]

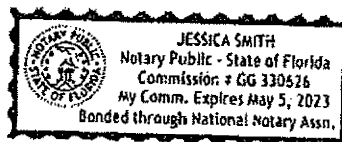
**Printed Name:** J. Daniel Vallencourt  
**Title:** Vice President

**STATE OF FLORIDA  
COUNTY OF CLAY**

The foregoing instrument was acknowledged before me this 29 day of Oct 2019 by Steven Jordan of Vallencourt Construction Co., Inc., a Florida corporation, on behalf of the corporation.

Personally known X or Produced Identification \_\_\_\_\_ Type of Identification \_\_\_\_\_

Jessica Smith  
Notary Public



*NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996).  
Effective October 1, 1996, a person may not require a lienor to furnish a waiver  
or release of lien that is different from the statutory form.*