

Minutes of Meeting
Armstrong Community Development District

The regular meeting of the Board of Supervisors of the Armstrong Community Development District was held Thursday, September 12, 2024 at 3:30 p.m. at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida.

Present and constituting a quorum were:

Kendrick Taylor	Chairman
Cameron Brown	Vice Chairman by telephone
Christine Bowen	Supervisor
Cherie Hernandez	Supervisor
Jose Lopez	Supervisor

Also present were:

Marilee Giles	District Manager
Katie Buchanan	District Counsel by telephone
Bill Schaeffer	District Engineer by telephone
Jay Soriano	GMS, Operations
Ryan Wilson	RMS

FIRST ORDER OF BUSINESS

Roll Call

Ms. Giles 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, 2024 Meeting

On MOTION by Mr. Taylor seconded by Ms. Bowen with all in favor the minutes of the August 8, 2024 meeting were approved as presented.

FOURTH ORDER OF BUSINESS

Discussion Items

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A. Cost Share Agreement with Armstrong Owners Association

Ms. Giles stated at the last meeting the board asked us to terminate with them for the right of way mowing but to continue the 50/50 water meter split.

Ms. Buchanan stated we have the termination notice drafted and the draft of the new cost share that will be limited to irrigation going forward. We can get that cleaned up so if we choose to go out to bid for landscaping services it will no longer be a part of the scope of work.

Ms. Giles asked do we need to consider language in the new cost share on the water meter for repairs?

Mr. Soriano stated when we went through our walk through we wanted a little more detail to make sure everything was 50/50 and we are not covering any repairs inside the owners association. It has been a little tough this last month with the amount of rain and they have had to move service days and cuts.

Ms. Bowen asked did we get a detailed map yet?

Mr. Soriano stated not a detail for that area.

On MOTION by Ms. Bowen seconded by Mr. Taylor with all in favor staff was authorized to terminate the agreement with Armstrong Owners Association on the commercial side for the cost share of the landscaping.

Mr. Taylor moved to approve the agreement with Armstrong Owners Association for the 50/50 split cost share related to the irrigation and Ms. Bowen seconded the motion.

Mr. Taylor asked how much longer should we wait for this map? We have been asking for the map since the beginning of the calendar year and now it is September and we still don't have it. If we can't accurately identify those things we can't accurately bill or troubleshoot those things.

Mr. Soriano stated we got the basic map, which was better and was based off the as-builts that I shared with you. Realistically, I need one that is more detailed. It is going to be the one that handles the commercial area out to your sign. The others I don't need much more detail because I can figure out where the valves are located. I would like numbers or names put to something so the repair bills have better identification. I can figure out everything on your side, the harder part was the commercial.

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Mr. Lopez stated we have a new budget starting next month and if we can't get the irrigation to what you like by that time, then we need to relook at getting a company to come out and do it and have them charge them. We can't do anything accurately without accurate information.

Ms. Giles stated you have the map you just don't have the level of detail for the commercial side.

Ms. Bowen stated I'm to the point where I'm okay going out and getting bids. I'm not thrilled with the services we have gotten.

B. Landscape Scope of Services

Ms. Giles stated the next item is the landscape scope of services. The one that Jay passed out last month is in your agenda package.

Mr. Soriano stated I mentioned to them when we did the walk through that we were going to give them an expanded scope and have them sign a new contract. When you say new contract I would have thought that managers or upper level would call me. This one has a lot more detail than their contract you had with them before.

Mr. Taylor stated I sent some minor changes such as making some things more specific to our neighborhood, but the majority was making sure it made sense.

Mr. Soriano stated if you want to go out for an RFP this is a different discussion and would be the time to put in anything that you don't think we are getting right now, and you think might be beneficial. We are starting our fiscal year; the problem is a lot of times you go out for an RFP and you drive the market up. Everybody knows what your budget is.

Ms. Bowen stated this is the last thing that is an original contract and we have had problems since day one. I'm okay with not going out immediately for bids but I don't know how we force them to give us a map.

Mr. Lopez stated right now we are billing divided by 12. If we do this, we are going to have to change the terms. If they do four services a month and we are automatically paying for four services, if they do a net 30 as they are doing now if they did two services they bill us then we pay net 30 after that.

Mr. Soriano stated depending on if you knew you were going to make a change, sometimes you go out for an RFP and they come back and say we know we have had problems and have

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adjusted our schedule. I have had companies come back and say we are going to cut off a few thousand bucks, but we want to stay. When we pay 1/12 every month sometimes that is out of line, such that you are paying for a part of a mulch installation in the spring. It would be hard to figure out a way to bill correctly because some of that stuff unless you knew they weren't going to be here in the spring you wouldn't know whether to charge them or not. We have a lot more trouble in neighborhoods when we do itemized billing. We do still detail what the amount is in the contract.

Ms. Bowen stated they were supposed to cut Wednesday, but it rained, and they couldn't do that. We are missing service. What are they doing for that?

Mr. Soriano stated they are supposed to do more detail work. In a week like this there is nothing they can do. If it rains like this for three or four weeks, they can't do enough detail work, they should be doing extra stuff to make up for that cut; if they do nothing we say you shouldn't come out at all and it brings down the amount for the week's service. I should be giving them credit towards a bill, I prefer something else such as mulch instead of paying for mulch and show the credit that way instead of making a shorter monthly payment.

Mr. Lopez stated if we are shopping, they know we are shopping and they know what we expect, they are just not doing it. At least we have this clearly defined and it is up to us to hold them to it.

Ms. Giles stated this is the initial term and terminates September 30, 2024 and may renew upon the agreement of the parties at the prices provided up to two times for one-year periods.

Mr. Lopez stated because we have a contract ending in a month, can we give them a notice saying if we can't get the small amount of things we are looking for that we may have to open it up?

Ms. Giles stated you can do that any time.

Mr. Lopez stated it builds more fuel to the fire because it is the end of the contract.

Mr. Soriano stated this wasn't theirs, this was ours. To me that was part of it. We hand it to them and they say we don't like this, then give us your notice because you are basically saying you don't want to be here and terminate the contract at that point. I would hope they wouldn't go that route. Most of the things I put in there were standard.

Mr. Taylor stated especially since we had their word last time, they are going to do things better and differently and we haven't seen that happen.

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Ms. Bowen stated the thought was this would help and hold them accountable so it is like we are going to give you some time, we are not going into the growing season and that buys us time if they were to quit on us. If we decide to go out for an RFP we are in an off season.

Mr. Lopez stated putting something in writing, submitting this and requesting that the irrigation update for just that section in writing at the same time would be something we would look at, right?

Mr. Taylor stated right, but I think what Jay was saying was this new agreement kind of is putting something in writing.

Ms. Giles stated this spells it out; it breaks out all the details. Would the board like Jay to move forward with this scope of service working with Tree Amigos?

Mr. Taylor stated I think we should.

Mr. Brown stated I remember from the two months of conversation that an official letter was sent out requesting the sprinkler location.

Mr. Soriano stated for the irrigation map we sent an email or letter and that is when the owner had gotten back with us and let us know he would work on the map, he wasn't aware of us asking for so long. Then the next month we met with him. They did get in writing that we have been asking for this for a year and it is a problem.

Ms. Giles stated this is board guidance to move forward with this scope of services, because Jay still has to work with Tree Amigos on it.

Mr. Soriano stated as long as everyone is giving that guidance I will present them with the scope and let them know this is what we are looking for. We would like this to be part of this current contract. They can push back and say they don't agree to any of that and I will tell them to come to the next meeting and tell the board that and you will make your decision based off that.

Mr. Lopez asked if they miss a deadline what is the fine?

Mr. Soriano stated not a fine, there is a time for things such as cuts.

FIFTH ORDER OF BUSINESS

Ratification of Requisition No. 90

Ms. Giles stated the requisition is for \$5,897 to Lake Doctors and comes out of the construction account and still leaves just over \$4,000 in the construction fund account that the district can use for another project.

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On MOTION by Ms. Bowen seconded by Mr. Taylor with all in favor requisition no. 90 in the amount of \$5,897 was ratified.

SIXTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

There being none, the next item followed.

B. District Engineer

Mr. Schaeffer stated I don't have a specific report, but I have worked with some of the bidding that was done in previous CDDs for lawn and irrigation maintenance and it sounds like you have a good handle on it.

C. District Manager

There being none, the next item followed.

D. Facility Manager - Report

Mr. Wilson reviewed the facility manager's report, and stated I would like to discuss the alcohol policy. In most neighborhoods they are allowed alcohol, but it has to be in a container. Here, they just walk around with cans.

Mr. Soriano stated we don't allow alcohol at most of our communities.

Ms. Bowen stated I don't think we allow alcohol. Where it is stated is under reservation section and if someone has a party that is when alcohol is allowed. It doesn't reference alcohol anywhere else in our policy.

Mr. Wilson stated I'm pretty sure we have no alcohol unless they bring their own liability insurance for the alcohol.

Mr. Soriano stated when you rent it for a party you should be getting event insurance for alcohol. Outside in most of our districts we don't allow alcohol unless there is a special event.

Mr. Lopez stated during Labor Day there was beer cans along the edge of the pool and some were knocked over and who's to say a little kid walks up and drinks it because it looks like a cool can. There is something that says that you can't have any drinks within 4-feet of the pool. There should be recourse for them doing what they are not supposed to be doing.

Mr. Soriano stated alcohol at the pool is a problem and health department issue.

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Ms. Hernandez stated that is on the pool sign.

Ms. Giles stated if the board wants to make changes to the policy you can do that at a meeting.

Mr. Taylor stated I think it is more enforcing what we already have on the books. We should start enforcing our policy before we make another policy change. Something should also be on the sign or have a separate sign that says, no drinks along pool ledge.

Ms. Bowen stated we need the security and the part time person when here, to make the rounds to make sure.

Mr. Soriano stated I can get an extra sign.

Mr. Wilson stated we don't have a weekend guy anymore; we went back to Monday through Friday.

SEVENTH ORDER OF BUSINESS Supervisor's Requests and Audience Comments

Mr. Lopez stated there is an area by the little house that still needs sod. You need a hose by the amenity center. I will work with you on umbrella repair. A trashcan by one of the doggie stations is torn up.

Ms. Hernandez asked can we have signage that says you cannot bring your dog to the amenity center area? It is not on the door or wall. I did see it on the park signage.

Mr. Taylor stated I received an email about Tree Amigos not cutting half the grass outside a resident's fence. It's not our property so I don't know what we should do, but I don't want to set a precedent.

Mr. Soriano stated last year we asked Tree Amigos to do a one-time cut to help her out because it was long. We explained that is not our property and that we were not going to continue to do that. It is South Village property. In South Village their homeowners cut all the way down. What she is doing is what they are expected to do and she is not happy with that.

Ms. Giles stated the owner can reach out to the operations manager at South Village and explain her issue. She doesn't have to wait for a meeting.

Mr. Soriano stated Marilee and I can explain it to him because we work with him. They will listen to her, but they are not going up in her yard. They don't cut anyone's yard.

EIGHTH ORDER OF BUSINESS Financial Reports

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A. Financial Statements as of August 30, 2024

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

B. Check Register

On MOTION by Ms. Bowen seconded by Ms. Hernandez with all in favor the check register was approved.

NINTH ORDER OF BUSINESS

Next Scheduled Meeting – October 10, 2024 at 3:30 p.m. at the Plantation Oaks Amenity Center

Ms. Giles stated the next meeting is scheduled for October 10, 2024 at 3:30 p.m. in the same location.

On MOTION by Mr. Taylor seconded by Mr. Lopez with all in favor the meeting adjourned at 4:56 p.m.

Signed by:
Marilee Giles
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Secretary/Assistant Secretary

Signed by:
K Taylor
AF1D0E9DA28EAE4...
Chairperson/Vice Chairperson