# ARMSTRONG

Community Development District

JULY 10, 2025

# AGENDA

Armstrong Community Development District 475 West Town Place Suite 114 St. Augustine, Florida 32092 District Website: <u>www.armstrongcdd.com</u>

July 1, 2025

Board of Supervisors Armstrong Community Development District

Dear Board Members:

The Meeting of the Board of Supervisors of the Armstrong Community Development District will be held **Thursday**, **July 10**, **2025 at 3:30 p.m.** at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida 32065. Immediately following will be the regular business meeting.

- I. Roll Call
- II. Public Comment (regarding agenda items listed below)
- III. Approval of the Minutes of the June 12, 2025, Meeting
- IV. Acceptance of the Minutes of the June 12, 2025, Audit Committee Meeting
- V. Consideration of Engagement Letter with Grau and Associates
- VI. Ratification of Agreement with Naders Pest Control
- VII. Ratification of Agreement with Pinch A Penny
- VIII. Discussion of Fiscal Year 2026 Approved Budget (adoption August 14, 2025) *(under separate cover)* 
  - IX. Staff Reports A. District Counsel
    - B. District Engineer Pond Bank Inspection Report
    - C. District Manager
    - D. Facility Manager Report

- X. Supervisor's Requests and Audience Comments
- XI. Financial Reports
  - A. Financial Statements as of June 30, 2025 (under separate cover)
  - B. Check Register
- XII. Next Scheduled Meeting August 14, 2025 @ 6 p.m. at Plantation Oaks Amenity Center
- XIII. Adjournment

## **Board Oversight**

Amenity Center – Supervisor Lopez Security – Vice Chairman Brown Landscape and Common Areas – Chairman Taylor Pond Maintenance – Supervisor Hernandez Finance and Accounting – Supervisor Bowen THIRD 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, June 12, 2025 at 6:03 p.m. at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida.

Present and constituting a quorum were:

Jose Lopez Cameron Brown Christine Bowen Cherie Hernandez Kendrick Taylor

Also present were:

Marilee Giles Katie Buchanan Jay Soriano Ryan Wilson Chalon Suchsland Barry Woods Chairman Vice Chairman Supervisor Supervisor Supervisor by telephone

District Manager District Counsel by telephone GMS, Operations RMS VerdeGo Resident

## FIRST ORDER OF BUSINESS

**Roll Call** 

Ms. Giles called the meeting at 6:03 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 May 8, 2025 Meeting

On MOTION by Mr. Lopez seconded by Ms. Bowen with all in favor the minutes of the May 8, 2025 meeting were approved as presented. **Consideration of Committee Rankings of Proposals to Perform the Audit for fiscal Year 2025** 

On MOTION by Mr. Lopez seconded by Ms. Bowen with all in favor the recommendation of the audit committee of Grau & Associates was accepted.

# FIFTH ORDER OF BUSINESS Consideration of Proposals:

# A. Pest Control Inspection

Mr. Wilson stated I did get clarification that there is no cap on termite damage.

Mr. Lopez stated we want to make sure the renewal fee is the renewal fee. As long as it is

\$375 for the renewal, I have no problem; \$699 for the first year then \$375 for the renewal.

On MOTION by Mr. Lopez seconded by Mr. Brown with all in favor the proposal from Nader's Pest Control was approved.

# B. Pinch A Penny Pool Maintenance

Mr. Wilson stated I called him and told him you had questions and he did say he will need to put the price up a little bit but everything is still the same, all chemicals included except that one chemical he listed, three services a week during the busy season and two per week slow season.

Mr. Lopez asked what were we paying?

Mr. Wilson stated \$1,732.

Mr. Soriano stated it will be a savings of \$6,000 for the year.

Mr. Lopez moved to approve the proposal from Pinch A Penny and Ms. Hernandez seconded the motion.

Mr. Taylor asked have we had any performance issues with Pool Troopers?

Mr. Wilson stated I have not had any.

Mr. Soriano stated you had an issue where the pool got cloudy one time and you had to shut down for one day. They were able to fix it the next day. As far as service, they have been doing a good job. It is going to be more focused on price. Mr. Lopez stated I believe there was maintenance to be done that was incorrectly diagnosed and we were going to pay a larger amount.

Mr. Soriano stated I wouldn't say it was wrong in their service but something I wasn't really happy with their contractor should have known how that system worked a little better. That can happen with any vendor.

Mr. Taylor stated If it is just a cost driver then I understand. I wanted to make sure there weren't any performance issues because prior to Pool Troopers we had plenty of performance issues. I don't want to get in a situation where we are saving a few dollars but we start to have performance issues again.

Mr. Soriano stated that is something I warn every board when they go out looking for different vendors just based om pricing. If was only \$100 or something I'm leery of that but this is normal market price with Pinch A Penny, Pool Troopers is not as local as Pinch A Penny. That is a reasonable amount worth a change.

On voice vote with all in favor the proposal from K&K White, LLC dba Pinch A Penny 242 in the amount of \$1,250 per month was approved.

On MOTION by Mr. Lopez seconded by Ms. Bowen with all in favor staff was authorized to send a termination letter to Pool Troopers.

Ms. Giles stated typically I would work with district counsel to do the letters and coordinate with Jay and Ryan for the effective date.

#### SIXTH ORDER OF BUSINESS

# Consideration of Resolution 2025-02 Approving the Proposed Budget for Fiscal Year 2026 and Setting a Public Hearing Date for Adoption

Ms. Giles stated Resolution 2025-02 approves the proposed fiscal year 2026 budget and sets the public hearing for its final adoption. Staff recommends the adoption date be the same as your regular meeting August 14, 2025.

Ms. Buchanan stated I will point out that this is larger than previous year proposed budget approval resolution. You are authorizing what we believe will be the maximum assessments and you are able to come back and reduce them going forward. You will also provide for certain notice provisions as required by Florida law with the resolution and you will set the date and time of the hearing.

Ms. Giles reviewed the proposed budget for the general fund that covers operation and maintenance, capital reserve fund and debt service funds for the 2017 and 2019 bonds. There is a table that shows a comparison of FY25 to FY26. This budget does reflect a 7% increase from last year, \$103.67. Staff has gone over this budget together with your accountant and we are prepared to go over any line that you would like but the overall driving factor of the increase is to bring the capital reserve fund up to where the reserve study recommends it be by the end of 2026.

After discussion of the various line items, the board took the following action.

On MOTION by Ms. Bowen seconded by Mr. Brown with all in favor Resolution 2025-02 approving the proposed fiscal year 2026 budget and setting the public hearing for August 14, 2025 was approved.

#### SEVENTH ORDER OF BUSINESS Staff Reports

#### A. District Counsel

Ms. Bowen stated a few days I have gone home and there has been an excessive amount of ducks in the yard and on the pond bank.

Mr. Wilson stated the landscape maintenance guy came to me the other day and said he had about six more inches and he won't be able to mow over there behind that house.

Mr. Soriano stated some ducks are protected but not all of them. The Muscovy ducks are not protected they are labeled invasive. You can't trap them and relocate them because they are invasive.

Ms. Bowen stated eventually they will come back and it doesn't solve the root cause of the problem, which is feeding of the birds. Are we going to have to replace the sod? What can we do?

Mr. Soriano stated sod is the only option. You can put a sound system on the bank. I have coyotes and owls that look real, shrub lights and sound and that will help short term but they get used to it and come back.

Ms. Buchanan stated put the sod down and before you lay the sod, you can say we are starting fresh, to the extent there is future damage you are going to be potentially on the hook if you are contributing to it.

Mr. Soriano stated you can direct staff to replace the sod once we look at it then we don't have to wait until the next meeting.

It was the consensus of the board for staff to move forward with new sod once they look at it and determine it needs to be resodded.

Ms. Hernandez asked what is the amount?

Mr. Soriano responded \$1,500.

Ms. Giles asked does the board want a letter to go to the homeowner to let him know we will be working in the area and outlined what Katie said?

Ms. Bowen stated yes.

#### **B.** District Engineer – Pond Bank Inspection Report

Ms. Giles stated I did correspond with the district engineer and he said he has the report and was finalizing something with the county and I encouraged him to attend the meeting by phone or in person and encouraged him to provide the pond bank inspection report. I don't have that for you today.

Ms. Bowen asked can we work with someone in his office to see about getting this report?

Ms. Giles stated the board did ask us to verify if that report was a requirement and Jay has the pond permit.

Mr. Soriano stated when you get a permit for a pond St. Johns has rules and expectations and on this one, section 21 says that the surface water management system within 2 years of completion of construction and every two years thereafter you will do a report. I have not seen this on any other permits, we did want to clarify because the statement before was that these are required. Brian Corbin he is level engineer 3 with their compliance office and he sent an email today of the form that we are supposed to have with this no. 21 section permit. He explained it is not required to be done by any licensed or certified specialist so it doesn't have to be done by an engineer. It is supposed to be done every two years with a check off sheet, water is flowing, concrete devices in one piece so it is visual inspections. What we do now for all my neighborhoods

Armstrong CDD

is my guys check ponds or pull trash and we know that will work, so we put that into their form and keep it on file. We don't submit it to them either. It stays at the facility.

Ms. Bowen stated it is something we have to do but not submit.

Mr. Soriano stated the wording in your permit is if there is ever a failure because of that pond you have to submit that report right then.

Ms. Giles stated the exact wording in that permit was on his proposal also.

#### C. District Manager

Ms. Giles stated all five of you have completed your form 1. You still have your ethics training to do. I learned recently they have added a couple more links for you to consider taking. You have until December 31<sup>st</sup>. If you have done it and want to email me I will save that on a tracker for you.

#### **D.** Facility Manager Report

Mr. Wilson reviewed the facility manager's report, copy of which was provide din the agenda package.

# EIGHTH ORDER OF BUSINESS Supervisor's Requests and Audience Comments

Mr. Woods asked who owns and is responsible for the pond behind the pool?

Mr. Soriano stated the CDD does.

Mr. Woods asked the overflow pipe?

Mr. Soriano stated the CDD owns the pipe from the pond bank to the pond, going backwards the road is owned by the county.

Mr. Woods stated going from the pond all the way back to the preserve area.

Mr. Soriano stated that is ours.

Mr. Woods stated the overflow pipe runs on the property line between me and my neighbor. The whole area just washed out where the pipe is located. The yard caved in and there is a trench about 3-4 feet deep. Lennar came out and looked at it and someone filled it in. A couple months later it is doing the same thing. Lennar came out. Lennar and the developer were pointing fingers at each other so Lennar decided to take care of it. They built a retaining wall that went down about seven lots and filled in everybody's yard up against that retaining wall. Right where the overflow pipe is in the outfall structure is a little niche in the wall and that is right on my property. Recently the whole thing is washing out again. I don't know who to talk to about it but there is a root cause to this problem because it keeps washing out.

Mr. Soriano asked what is the address?

Mr. Woods stated 2119 Amberly Drive.

Mr. Soriano stated I have to figure out which pipe that is, that is not the one coming straight out of the pond. Usually there is a box in between.

Mr. Woods stated we were told the pipe was coming from the pond.

Mr. Soriano stated I will look at it. If you could email Ryan and I will look at the preserve area and the sand and silt you are talking about. If there is an actual problem I will need an engineer.

Mr. Woods stated I am a retired civil engineer and it doesn't make sense to me unless there is a problem with that pipe and water is running down the outside of the pipe, exfiltration and they didn't find anything like that.

Mr. Soriano stated I will look at it first.

Ms. Bowen asked if we need to consult an engineer are we locked into the ones we have or can we go outside? I'm concerned that it took six months to get a report.

Ms. Buchanan stated we have a contract with this firm, but it is not an exclusive contract. Any engineer will come and give you a preliminary investigation; \$35,000 is your limit. Your construction limit is \$325,000, your engineering fee limit is \$35,000. Those are the two thresholds and it doesn't seem like we are going to get close to that.

Mr. Soriano stated I will have plenty of time to report back to you before we get to a point where we may have to involve an engineer.

Mr. Woods stated I have gotten an answer before but I want to ask it again. The reserve fund for the ponds in my experience as a civil engineer I had opportunity to do pond restoration because they got silted in and that is a lot of money to dig those out. Do you set aside in the reserve fund for future dredging of the ponds?

Mr. Soriano stated we have a capital reserve fund for all our operations and maintenance. We don't have it set up specifically for certain areas. It is one big reserve fund, which we talked about earlier. The developers typically don't start a reserve fund, when the residents take over they start building the reserves.

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Ms. Giles stated in the reserve study it shows the pond dredging under operating expense, meaning it would come from what we have. This board is determined to bring your reserve funds up to where it is recommended.

Ms. Suchsland stated annuals are coming in July. I would like that to be done late June so you have color before 4<sup>th</sup> of July. There are more annuals in the new contract. We talked about placement for the extra annuals. We talked about the roundabout and the placement of them.

Ms. Suchsland stated we would have to bring in good soil and preference of annuals, color, discretion. I want to get your feedback.

Ms. Bowen asked what do you typically see done?

Ms. Suchsland stated if you want bright we can go coleus for the summer. They are very bright, you have smaller beds but you will get a wow factor.

Mr. Lopez asked how much guestimate on the larger end would it be to do what you are saying to do?

Ms. Suchsland stated the soil is \$200 and your annuals are included in the contract.

Ms. Bowen stated I would rather see them at the roundabout than at the pool.

Mr. Soriano stated we can bring back a couple ideas on perennials for the pool area.

Ms. Hernandez stated so the roundabout and the front

Ms. Suchsland stated Ms. Navarro who lives on Tynes Boulevard reached out to our corporate office. She had been traveling and beforehand she had mentioned to a maintenance person who ran into her fence. It was previous to us because the gentleman she talked to does not look like any of our crew, plus they were on a riding mower and I don't allow riding mowers on our lake. She was to reach out to the former contractor. I wanted to bring that to your attention.

Mr. Lopez stated there are bushes along the edge of the grass area by the amenity center.

Ms. Suchsland stated I remember seeing the dryness.

Mr. Lopez stated the area behind me that is St. Augustine is the only strip of St. Augustine behind the pool area. Maybe we should put a no parking sign in the St. Augustine area.

Mr. Lopez stated there is a circle right beside that, it looks like garbage and maybe put mulch in there.

Ms. Hernandez stated some moms were discussing the area between the walk-in and where it gets level, a lot of kids are cutting their feet on the white tiles.

Mr. Wilson stated those are the expansion joints.

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Armstrong CDD

Mr. Soriano stated I will look at that.

Ms. Hernandez stated the women's restroom door is not shutting properly.

Mr. Soriano stated we will look at it and try to fix it.

Mr. Brown stated I will be changing for the access control I'm going to do the first part of it this weekend, which is changing the network over. We bought the fountain with the light for the big fountain. Has it been on?

Mr. Wilson stated we didn't buy the light, just the fountain.

Mr. Lopez stated the chairs we replaced, all the fabrics are starting to get super stretched out. Is there a warranty on that?

Mr. Wilson stated because of the sun they melt and stretch out and they are supposed to but they are not going to break.

Mr. Lopez stated when you sit in them you go down 4" and that is not good.

Mr. Wilson stated I will check on the warranty.

#### NINTH ORDER OF BUSINESS Financial Reports

#### A. Financial Statements as of May 31, 2025

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.

#### **TENTH ORDER OF BUSINESS**

# Next Scheduled Meeting – July 10, 2025 at 3:30 p.m. at the Plantation Oaks Amenity Center

Ms. Giles stated the next meeting will be held July 10, 2025 at 3:00 p.m. in the same location.

On MOTION by Mr. Brown seconded by Ms. Bowen with all in favor the meeting adjourned at 7:30 p.m.

Secretary/Supervisor

Chairperson/Vice Chairperson

FOURTH ORDER OF BUSINESS

# Minutes of Meeting Armstrong Community Development District

The Armstrong Community Development District audit committee met Thursday, June 12, 2025 at 6:00 p.m. at the Plantation Oaks Amenity Center, 845 Oakleaf Plantation Parkway, Orange Park, Florida.

Present were:

Jose Lopez Cameron Brown Christine Bowen Cherie Hernandez Kendrick Taylor by telephone Marilee Giles Katie Buchanan by telephone

# FIRST ORDER OF BUSINESS Roll Call

Ms. Giles called the audit committee meeting to order at 6:00 p.m. and called the roll.

# SECOND ORDER OF BUSINESS Review and Ranking of Proposals Received in Response to the RFP

Ms. Giles stated at the last meeting the board approved evaluation criteria, we don't need to use that tonight as we only received one proposal and that was from Grau & Associates. Currently you are using Berger Toombs Elam Gaines & Frank but both firms provide great service. On page 18 of the proposal the fee is broken out by fiscal years. Their FY25 cost is within our budget for FY26 budget to cover that.

On MOTION by Ms. Bowen seconded by Mr. Brown with all in favor the proposal from Grau & Associates to perform the FY25 audit was approved.

## **THIRD ORDER OF BUSINESS**

**Other Business** 

There being none.

On MOTION by Mr. Brown seconded by Ms. Bowen with all in favor the meeting adjourned at 6:03 p.m.

FIFTH ORDER OF BUSINESS



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June 20, 2025

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

We are pleased to confirm our understanding of the services we are to provide Armstrong Community Development District, Clay County, Florida ("the District") for the fiscal year ended September 30, 2025, with the option of four (4) additional one-year renewals. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Armstrong Community Development District as of and for the fiscal year ended September 30, 2025, with the option of four (4) additional one-year renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

1) Compliance with FL Statute 218.39 (3) (c)

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose.

If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### **Examination Objective**

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report or may withdraw from this engagement.

#### **Other Services**

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

#### Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from your about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

# IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT:

#### GMS-NF, LLC 475 WEST TOWN PLACE, SUITE 114 ST. AUGUSTINE, FL 32092 TELEPHONE: 904-940-5850

This agreement provides for a contract period of one (1) year with the option of four (4) additional, one-year renewals upon the written consent of both parties. Our fee for these services will not exceed \$4,200 for the September 30, 2025 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued. The fees for the fiscal years 2026, 2027, 2028 and 2029 will not exceed \$4,300, \$4,400, \$4,500 and \$4,600, respectively, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District may terminate this agreement, with or without consent, upon thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the date of the notice of termination subject to any offsets the District may have against Grau & Associates.

#### Armstrong Community Development District

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Armstrong Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates

S

Antonio J. Grau

#### **RESPONSE:**

This letter correctly sets forth the understanding of Armstrong Community Development District.

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

Title: \_\_\_\_\_

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





FICPA Peer Review Program Administered in Florida bv The Florida Institute of CPAs



Peer Review Program

AICPA Peer Review Program Administered in Florida by the Florida Institute of CPAs

March 17, 2023

Antonio Grau Grau & Associates 951 Yamato Rd Ste 280 Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

SIXTH ORDER OF BUSINESS

## AGREEMENT BETWEEN NADER'S PEST RAIDERS AND ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT FOR PEST CONTROL SERVICES

**THIS AGREEMENT** ("Agreement") is made and entered into this <u>12th</u> day of <u>June</u> 2025, by and between:

**ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT**, a local unit of specialpurpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District"); and

**ARROW EXTERMINATORS, INC.,** a Georgia corporation, d/b/a **NADER'S PEST RAIDERS,** with a mailing address of 5533 Wesconnett Boulevard, Jacksonville, Florida 32244 ("Contractor", and together with the District, the "Parties").

# **RECITALS**

WHEREAS, the District is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Clay County, Florida; and

WHEREAS, the District owns, operates, and maintains certain recreational amenity facilities (collectively, the "Facilities"); and

**WHEREAS,** the District desires to enter into an agreement with an independent contractor to provide pest control services for the Facilities; and

WHEREAS, Contractor provides such services and desires to contract with the District to do so in accordance with the terms and specifications in this Agreement; and

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

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

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

2. **DESCRIPTION OF WORK AND SERVICES.** Contractor shall provide the items, labor, and materials necessary to provide pest control services in accordance with the scope of services set forth in the attached **Exhibit A**, which shall be incorporated herein by this reference. The Services shall be applied to both the interior and exterior of the Facilities on a monthly basis, with follow-up treatments as requested by the District.

3. COMPENSATION; TERM. For the termite pest control services, the District shall pay Contractor an initial fee of Six Hundred Ninety-Nine Dollars (\$699.00) and an annual renewal fee of Three Hundred Seventy-Five Dollars (\$375.00) per year thereafter for up to five (5) additional years and shall renew on an annual basis unless terminated by either party. This compensation includes all items, labor, and materials necessary to complete the Services as provided herein and in **Exhibit A**. Contractor shall invoice the District annually for services provided pursuant to the terms of this Agreement. The District shall provide payment within thirty (30) days of receipt of invoices. The term of this Agreement shall commence as of the date of execution and continue unless terminated earlier by either party in accordance with the provisions of this Agreement.

- 4. INSURANCE.
  - **A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
    - **1.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
    - 2. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
      - i. Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
    - **3.** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
    - 4. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
  - **B.** District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

**C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

# 5. INDEMNIFICATION.

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees, and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- В. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, professional staff, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. For avoidance of doubt, indemnification obligation of the Contractor herein requires the Contractor to indemnify the District for any and all percentage of fault attributable to Contractor in any claims arising hereunder (whether such claim is against the District, the Contractor or the District and Contractor as jointly liable parties) regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

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

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

**8. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing sixty (60) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

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

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

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

12. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

13. ENFORCEMENT OF AGREEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs

incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

14. AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the District and the Contractor relating to the subject matter of this Agreement.

**15. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

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

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

<b>A.</b>	If to Contractor:	Arrow Exterminators, Inc. d/b/a Nader's Pest Raiders 5533 Wesconnett Boulevard Jacksonville, Florida 32244 Attn:
B.	If to District:	Armstrong Community Development District 475 West Town Place Suite 114 St. Augustine, Florida 32092 Attn: District Manager
	With a copy to:	Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a nonbusiness day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

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

**19. CONTROLLING LAW.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Clay County, Florida.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850, MGILES@GMSNF.COM, 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092. **21. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

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

**23. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**24. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

26. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, Florida Statutes, (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written above.

Attest:

-Signed by:

Marilee Giles

Secretary / Assistant Secretary

Witness:

Witness

# ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT

-Signed by: Jose Lopez

Chairperson, Board of Supervisors

# ARROW EXTERMINATORS, INC. d/b/a NADER'S PEST RAIDERS

By:			
Print:			
Its:			

**Exhibit A:** Scope of Services

# Exhibit A

Scope of Services

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Armstrong       CCD       475 W Town PI Ste 114         Account Name- Finit       Last       Billing Address       Apt8ldg #         3645 Royal Pines Dr       State       Apt8ldg #       32092-3649         Service Address       Apt8ldg #       32092-3649         Middleburg       FL       32088       904-322-3199       904-940-5850         Other Phone       Dilling Phone       Office Phone       2p Code         Struct Larget       RESIDENTIAL       COMMERCIAL       Mult1-UNIT-BLOGS.#         Struct Larget       RESIDENTIAL       Community center         TYPE OF STRUCTURE:       MAIN DWELLING       OTHER:       Community center         TYPE OF INITIAL TREATMENT:       POST-CONSTRUCTION       NEW CONSTRUCTION       OTHER:         Location of Notice OF SERVICE:       N/A       ATTIC       CRAWL       OTHER:         PURPOSE OF SERVICE:       N/A       PREVENTION       PRESUMPTIVE EVIDENCE       Existence information         INITIAL INVESTMENT       PREVENTION       PRESUMPTIVE EVIDENCE       Existence information	1	Pest Raider	S					EPAIR & F	RETREAT G	GREEMEN WARANTE an Termite
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by the Company and/or its agent. The ball retrains the data sencitated materials (Barthoor Components) provided by the Company are and shall remain the exclusive property of Cort Agriceleroe <sup>17</sup> are hereby authorized to remove all such components. The Company and/or Corteva Agriceleroe <sup>17</sup> are hereby authorized to remove all such components. The Company and/or Corteva Agriceleroe <sup>17</sup> are hereby authorized to remove all such components. The Company application of this agreement for any obset extrained by any obset extransions true beam of any obset extransions that beam of any obset extransions that beam of any obset extransions in the approval. The cantome understanding the verticely application of this agreement for any obset extransions in the approval. The cantome understanding the verticely application of the second provided provided propose. The cantome entitled is a copy of any breatment specifications, custome preparation straits, checkless and any application is appendent to provide the solid in presson or by mail. This notice must indice must indice that you do not want the goods or services and must be delivered to postmarked before midnight of the third business day after you sign that you do not want the goods or services and must be delivered to postmarked before midnight of the Survice Center Manager. Solid Biology Address Jacksonville FL 32244-1949 City State Zip 904-771-5566	UPON GUAS FROM DISCI NADER Lustom The Cu 'delaye Custom 1. 2. 3. 4.	IN RECEIVING FULL PAYME RANTEE FOR TERMITES A VIT AND BACK OF THIS A LAIMERS, LIMITATIONS, C IS PEST BAIDERS (The Company) is ex. The Sentricon' System allows atome approximate that sufferenses duction of the insect growth segular ne under the appointent initial inspection of applicable discritten. Servicing of stations by the Co specified under the most current mu Application of Restuit' termits bat it detections. Resissionally inform the Customer of Upon achieving colony elimitation, the automation of chicks immediately up	NT AND COM AS SPECIFIES GREENENT, V CONDITIONS ( authorized by Cor- for servicing bait in terrifice control is or is necessary to - structures and mpany Service The organizations the Com any new or increase is Company will your on installation or is	PLETING THE D AND DESC WHICH WILL OR EXCLUSIN SET Approximation of immediate set immediate set grounds and in approximations, co da. parry may install a od termite activity i web to unimited to	INITIAL SER RIBED IN TI PROVIDE A DROVIDE A DONS. RVICE PR Attrantean termite peoficially, control behavior by toragi mataliation of in commencing with ciclifored stations - noted at any of the appear of new subsectors	VICE THE CO HE PROVISIO DETAILED E OVISIONS dison* Colony Bi is with Recruit* a and/or colony eli- rig subtermany subtermany the manakation and/or modify exit e stations during a manaces samble activity	MPANY WI NNS, TERM KPLANATIC mination System in insect grow antions may be attorns arounx of the system sing stations at my of the routin mage as set for or on those set	LL PROVIDE / S AND CONIN N OF THE G in and conduct ass in regulator conta to several months arrays shall provi t the permoter All stations wi Rs discretion and a mapechane.	A DAMAGE REI DITIONS SET I UARANTEE AL DISING the active in Calatome understa de the following ten of the structure If the structure is compliance with to compliance with	PAIR & RETREA FORTH ON TH LONG WITH AL involment peotocols ( protect Novitiemarc and that the interest at the Company in the guidelines all label and labellin s of the agreement. Th
Date: 05/12/2025       Mader's Pest Raiders     Date: 05/12/2025       PL-72     Company Representative       5533 Wesconnett Blvd     Service Center Manager       Company Address     32244-1949       Jacksonville     FL       32244-1949     State       Q04-771-5566     Zip	UPON GUAF FRON DISCI NADER Custom The Cu delayse Custom 1 2 3. 4 5. 4 4. 5. 4. 5. 4. 5. 4. 5. 4. 5. 4. 5. 5. 4. 5. 5. 5. 5. 5. 5. 5. 5. 5. 5. 5. 5. 5.	N RECEIVING FULL PAYME RANTEE FOR TERMITES A VIT AND BACK OF THIS A LAIMERS, LIMITATIONS, C VIS PEST RADERS (The Company) is ex. The Senticor' Bystem allows atome spondate but subterranos duction of the insect growth signal ne under the agroement. Initial inspection of applicable discretion. Servicing of stations by the Co spocified strates the most current m Application of Recruit' termite bait if disclores. Particideally when the Customer of Upon achieving colony elements of parameters in stractions immediately up accurates in stractions immediately up company to control i/ke termites dis permation for services rendered or to b terit and guarantee may be remeased into a guarantee may be remeased into and guarantee may be remeased on to b	NT AND COMI AS SPECIFIED GREEMENT, V CONDITIONS ( v authoritad by Cor to servicing ball in termite control is or is necessary to attractures and mpany service Ih attractures and mpany service Ih established standler in attaches. The Com any new or increase is Company will pro- non installation en is company well pro- non installation en is the firm yeak, advan- ter changes deventor	PLETING THE D AND DESC WHICH WILL OR EXCLUSIX SEA STATES AND DESC THE ADDITIONAL SEA THE	INITIAL SER RIBED IN TI REPROVIDE A DROVIDE A	VICE THE CO HE PROVISIO DETAILED E OVISIONS intern <sup>1</sup> Colory El andor <sup>1</sup> Colory El andor <sup>1</sup> colory elle manufactor modify ante e stations during a manuach territo da ant formed advisor internation modify ante e stations during a manuach territo da ant tormete advisor is entracon station he consecutivo on a consecutivo and tormete advisor in mang be made	MPANY WI NS, TERM KPLANATIC mination System in insect grow investion may to ammiss. The C attors around attors around of the system sing stations a eny of the routin mage as sof for a shifting the basis. Faller hemany, by assistion fee and basis. The angle of the investight of the meaning that on a station fee and basis. The angle of the station fee and basis. The station	LL PROVIDE / S AND CONIN IN OF THE G mand conduct ass in regulator conta to several months arreary shall provi to the perimeter in the perimeter a magections, thin the provisions, unused wheater heat arreary owner the consecutive Cons	A DAMAGE REI DITIONS SET 1 UARANTEE AL UARANTEE AL Calabation and the solution of the solution of the structure is solution with in compliance with terms and conditions he a treatment open as specified upon sign Phonewal Materioran o Cusponer a minim fram the time of the components in the	PAIR & RETREA FORTH ON TH ONIG WITH AL Institution of protocole profession Novilleman relation Novilleman at the Company of the Company of the Company of the Company of the Company of the Quidelinos all label and labellik sof this agreement. T fically designed by I which the agreement. To fically designed by I which the agreement. To fically designed by I which the agreement. To fically designed by I and I model in the agreement. To fically designed by I and I motion of the systemethy of the systemethy and the agreement. To fically designed by I and I motion of the systemethy of the systemethy of the systemethy of the systemethy of the systemethy of the systemethy of the systemethy of the systemethy of the systemethy of th
Nader's Pest Raiders         Date:         05/12/2025         If this is a home solication you may cancel this agreement by provide written notice to the seller in person or by mail. This notice must indice to the seller in person or by mail. This notice must indice to the seller in person or by mail. This notice must indice to the seller in person or by mail. This notice must indice to the seller in person or by mail. This notice must indice must indice a that you do not want the goods or services and must be delivered postmarked before midnight of the third business day after you sign the seller indices and must be delivered postmarked before midnight of the third business day after you sign the seller indices and must be delivered postmarked before midnight of the third business day after you sign the seller indices and must be delivered postmarked before midnight of the struce cannot keep an part of a cash down payment. You are entitled to and shou receive an exact executed copy of this agreement. This agreement is contingent on the approval of the service Center Manager.           Jacksonville         FL         32244-1949           Ofty         State         Zip           904-771-5566         Date:         Date:	UPON GUAF FROM DISCI NADER Custom The Cu custom 1 2 3. 4 5. 4 6. 5. 4 6. 5. 4. 5. 4. 5. 4. 5. 4. 5. 5. 4. 5. 5. 5. 5. 5. 5. 5. 5. 5. 5. 5. 5. 5.	N RECEIVING FULL PAYME RANTEE FOR TERMITES A VIT AND BACK OF THIS A LAIMERS, LIMITATIONS, C IS PEBT BAIDERS (The Company) is as. The Sentricon' System allows atome approximate that suffereness duction of the insect growth segular ne under the agrooment. Initial inspection of applicable descritors. Servicing of stations by the Co appoint under the most current m Application of Recruit' termite bat it descritors. 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Company Representative         Service Center Manager         agreement. If you cancel this agreement, the seller cannot keep and part of a cash down payment. You are entitled to and shoun receive an exact texecuted copy of this agreement. This agreement is contingent on the approval of the Service Center Manager.           Jacksonville         FL         32244-1949           City         State         Zip           904-771-5566         State         Zip	UPON GUASE FROM DISC United Custom 1 2 3. 4. 5. 4. 5. 4. 5. 4. 5. 4. 5. 4. 5. 4. 5. 4. 5. 4. 5. 4. 5. 4. 5. 4. 5. 4. 5. 5. 4. 5. 5. 5. 5. 5. 5. 5. 5. 5. 5. 5. 5. 5.	IN RECEIVING FULL PAYME RANTEE FOR TERMITES A VIT AND BACK OF THIS A LAIMERS, LIMITATIONS, C VIS PEBT BAIDERS (The Company) is at the Sentition' System allows above approximation of applicable discrition of the insect growth regulation or under the agroometer. Initial impection of applicable discrition. Senvicing of failons by the Co sportial under the most current m Application of Result' termits bat it discrition. Residucably inform the Customer of Upon achieving colony elimination, the guarantee is infective immediately up Company to control live termites de permation for services rendened or to b tert and guarantee may be renewed sent and guarantee may be renewed sent and guarantee may be renewed tent and guarantee may be renewed tent and guarantee may be renewed sent and guarantee may be renewed tent and guarantee may be renewed and the tent tent and guarantee may be renew	NT AND COMI AS SPECIFIED GREEMENT, V CONDITIONS ( v authorited by Cor for servicing ball in terrific control is or is necessary to i structures and mpany service It attactors. The Com any new or increase is Company will pro- non installation en in Com any new or increase is Company will pro- non installation en the Com any new or increase is Company will pro- non installation en the Com any new or increase is Company will pro- non installation en the Company new or increase is Company will pro- non installation en the Com any new or increase is Company will pro- non installation en the Com any new or increase is Company will pro- non installation en the company new or increase is company to the Com any new or increase is company to th	PLETING THE D AND DESC WHICH WILL OR EXCLUSION Seatown of the seatown of exclusion of the seatown of exclusion of the seatown of the seatown of the seatown of the seatown of the seatown of the seatown of the seatown of the seatown of the seatown of the seatown of the seatown of the seatown of the seat	INITIAL SER RIBED IN TI REVICE PR NONS. REVICE PR In install the Ser Advantances i semile peditody, control behavior by toragi metablation of in commencing with ciclianal stations of intel at any of the spatial stations of intel at any of the spatial of new subb against of new subb reveal of new s	VICE THE CO HE PROVISIO DETAILED E OVISIONS interv <sup>®</sup> Colory El andor Colory elle mag subtemanesan to set with Recount a andor obery elle mag subtemanesan to reground beit s the exatalization and/or modify exit e stations during a pranacan service du acat torente activity for mag ac made walk torten acyste of services attalian the Company on in on a consecutive services attalian the Company on in on a consecutive services attalian the Company on in on a consecutive services attalian the consecutive services attalian the consecutive services attalian the consecutive services attaliant the services attaliant th	MPANY WI NS, TERM KPLANATIC mination System in insect grow investion may to ammittee the system and the system	LL PROVIDE / S AND CONIN IN OF THE G on and conduct ass in regulator cards to several months arreary shall provi to the perimeter in All stations will a discretion and e mapections. In in the provisions, unuses which rece- many are and shall able of this agreer transability and the ons and special on the read shall able of this agreer transability and the ons and special on Y OWNER	A DAMAGE REI DITIONS SET 1 UARANTEE AL UARANTEE AL UARANTEE AL Customs understa de the tolkowing ten of the structure of the structure is serviced with in compliance with in compliance with in compliance with terms and conditions we accelerate special Penewal Martenana Penewal Martenana Penewal Martenana Penewal Martenana In the compliance anism from the customer special Penewal Martenana Constructions that were no COR PROPER Anicel this agree	PAIR & RETREA FORTH ON TH LONG WITH AL involment peotocols i poctart. Novitemuro reta that the interest at the Company in the guidelines i al label and labelle al label and labelle is of the agreement. It finally designed by the finally designed by the involution of the syste of damaged or sensor in the containers of compared to syste of damaged or sensor in the containers of the spitement of compare in the containers
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Company Address         is contingent on the approval of the Service Center Manager.           Jacksonville         FL         32244-1949         By signing below, I hereby acknowledge that I have read ar understand the Terms and Conditions stated on each page this agreement.           904-771-5566         Date         Date         Date	UPON GUAJ FRON DISCI NADEIN The Custom The Custom 1 2 3. 4. 5. 4. 5. 4. 5. 4. 5. 4. 5. 4. 5. 4. 5. 4. 5. 4. 5. 6. 7. 6. 7. 7. 8. 8. 8. 8. 8. 8. 8. 8. 8. 8. 8. 8. 8.	A RECEIVING FULL PAYMER RANTEE FOR TERMITES A VIT AND BACK OF THIS A LAIMERS, LIMITATIONS, C SPERT BAIDERS (The Company) is at the Senticon' System allows above approximation of applicable discrition of the insect growth regulation or under the appointer. Initial impection of applicable discrition. Senveling of failons by the Co sportial under the most current m Application of Bearuit' termits bat it discrition. Residucably inform the Customer of Upon achieving colony elimination, the guarantee is inform the Customer of Upon achieving colony elimination, the guarantee in stechno immediately up Company to control live termites de permation for services remeased sent and guarantee may be remeased in the new sent the senter may be remeased in the agreement is in lead of to to a costy of any breatment senter to the senter to a cost of any breatment senter to the new senter to a cost of any breatment senter to the senter to the senter to a cost of any breatment senter to the action of any breatment senter to the action of any breatment senter to the action of the senter to the action of the senter to the action of the senter to the senter to the senter to the senter to the senter to	NT AND COMI AS SPECIFICI GREENENT, V CONDITIONS ( v authorized by Cor- for servicing ball in termine control is structures and mpany Service III notal label standard attachant is the company will pro- nimitaliation on is company will pro- inimitaliation on the company will pro- end the by paying II the track proving the track pro- mersion attachant on a used or demand Service and a testinger service and the track proving the track pro- mersion of the service of the service and the track proving the track pro- pring the service and the track proving the track pro- pring the service and the track pro- pring the service and the track pro- ter and the service and the track pro- dom not acquire a testing to the pro- pring the service and the testing the service and the service and the service and the service and the service and the service and the service and the service and the service and the service and the service and the service and the service and the service and the service and the service and the service and the	PLETING THE D AND DESC WHICH WILL OR EXCLUSION TRANSFER TO A SUB- International Control of the International Control of the Internat	INITIAL SER RIBED IN TI PROVIDE A DNS. RVICE PR In bit and the Ser Advances in sense pedically, control behavior by forag installation of in ommencing with ordinanal stations i noted at any of the space of new subb we no present or p the installation of Automer shall pay t Maintenance For idea the remaining of the installation of automer shall pay t Maintenance for idea the remaining orable for the cost (Starthour? Com and Maintenance for idea and any app pressed and impaining kides and any app /12/2025	VICE THE CO HE PROVISIO DETAILED E OVISIONS sition* Colory Eli so with Recout* a andor colory eli rg subteravisai the essakation and/or modify axis e stations during a manage tambe axis stations during a manage tambe axis stations during a manage tambe axis stations during a stations during a sta	MPANY Wi NS, TERM KPLANATIC Ministion System in insect grow invition may be arrived and the system and the syst	LL PROVIDE / S AND CONIN IN OF THE G IN OF	A DAMAGE REI DITIONS SET 1 UARANTEE AL UARANTEE AL UARANTEE AL Calabate service and ining the scheeting Clustowe understa de the holdowing the of the structure I be serviced with the scheeting of the structure I be serviced with the service service service as special upon sign Provide Mantesen e Customer a manu- tion the time of the image counces that be the service service service to the service service service to service service services by mail. This mo envices and must of business day	PAIR & RETREA FORTH ON TH LONG WITH AL Involment protocols ( protect Novifurnary reds that the interest at the Company in the guidelines ( all label and labelle s of this agreement. The focally designed by the ring the agreement. To focally designed by the state that agreement. To focally designed by the state of this days nos of the agreement. To focally designed by the state of the agreement. To all be delivered to after you sign the cannot keep an
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## DAMAGE REPAIR AND RETREAT GUARANTEE FOR SUBTERRANEAN TERMITES

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# GENERAL TERMS AND CORDITIONS CONTATIONS, EXCLUSIONS AND DISCLAIMERES

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The Removal of the bait or baiting system may result in a lack of termite protection.



Florida Department of Agriculture and Consumer Services Division of Agricultural Environmental Services

### CONSUMER NOTICE FORM

Rule 5E-14.105, F.A.C.

WILTON SIMPSON COMMISSIONER

A pest control company must give you a written contract prior to any treatment of each wood-destroying organism. It is very important that you read and understand the contract you are signing. The pest control company is only obligated to follow the terms of the contract you have signed, regardless of other statements by the company or salesperson. (Note: Contracts for treatment for new construction can be issued to the builder and provided to you at closing).

#### BASIC REQUIREMENTS FOR CONTRACTS

- The contract must state the common name of the wood-destroying organism to be controlled by the company (e.g. subterranean termite, powder post beetle). If the contract is for termite control, the contract must clearly state whether Formosan termites are covered or not.
- Some contracts do not include a treatment at the time the contract is issued, and that should be clearly stated. If a
  treatment is performed as part of the contract, the cost for the treatment must be stated. If the treatment is only for
  certain areas, the contract should clearly state that it is for "spot treatment" only.
- The contract must state if it is a retreatment only or a retreatment and repair contract. If it is a retreatment and repair
  contract, carefully read the sections of the contract that state when repairs will or will not be covered by the contract.

REQUIREMENTS FOR STATING WHEN TREATMENT OR REPAIR WILL NOT BE COVERED BY THE CONTRACT

- Repair contracts will not cover repairs from termite damage under every condition. The contract must state when
  retreatment or repair will be done, and conditions under which the company can refuse to retreat or repair.
- These conditions have to be stated and be under headings in the contract that are in bold print. Companies typically
  refuse repair or retreatment if the condition of the house is such that moisture or leaks result in termite infestation, or
  where siding makes it hard to see termite infestation

Examples of this are:

- Cracks in concrete slabs
- Wood or wall siding in contact with ground
- . Leaks in the roof
- · Water accumulating against side of house

Property Owner or Authorized Agent

Nader's Pest Raiders

Plumbing leaks

The law does require that companies notify you if they see conditions which would void the repair promise and they have to give you a chance to correct the condition before voiding the contract or denying repair coverage.

- Contracts may have a condition that does not cover Formosan termite damage until a specific time period has passed. This means that if damage occurs during this period the company will not pay for repair.
- You have the right to compare contracts from other companies before signing a contract with a company. Choose the
  company that gives you the best contract options.
- If you have any questions about the terms of the contract, or concerns about the compliance history of the company with
  regard to pest control laws or regulations, contact the Department of Agriculture and Consumer Services at phone
  number: 850-617-7996 or email: blircomplaints@fdacs.gov.

I understand that I am entering into a contract with	Nader's Pest Raiders	(fill in company name) to
provide wood-destroying organism(s) treatment, and I have	e read and understood the terms of	

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Signature of Consumer

Deces Minere - C.C.

Robert Cardoso

Print Name of Pest Control Representative

Signature of Pest Control Representative

Bureau of Inspection and Incident Response, 850-617-7996

Date:

Title:

Date:

Company:

05/12/2025

FDACS-13692 Rev. 07/21 SAS-076-FL SEVENTH ORDER OF BUSINESS

# AGREEMENT BETWEEN THE ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT AND K&K WHITE LLC REGARDING THE PROVISION OF POOL MAINTENANCE SERVICES

**THIS AGREEMENT** ("Agreement") is made and entered into this <u>12th</u> day of <u>June</u>, 2025, by and between:

ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT, a local unit of specialpurpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Clay County, Florida, and whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District"); and

K&K WHITE LLC D/B/A PINCH A PENNY STORE 242, a Florida limited liability company, and whose mailing address is 9715 Crosshill Boulevard, Unit 105, Jacksonville, FL 32222 ("Contractor", together with District, "Parties").

# RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, by ordinance adopted by the Board of County Commissioners of Clay County, Florida; and

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

WHEREAS, the District has a need to retain an independent contractor to provide swimming pool maintenance services for the District's amenity facilities; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide swimming pool maintenance services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto ("Services"); and

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

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

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

# SECTION 2. DESCRIPTION OF WORK AND SERVICES.

**A.** The District desires that the Contractor provide the Services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

**B.** While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services as shown in Section 3 of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

**D.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

**SECTION 3.** SCOPE OF SERVICES. The Contractor will provide the Services identified in Exhibit A. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services on a monthly basis. To the extent any of the provisions of this Agreement are in conflict with the provisions of Exhibit A, this Agreement controls.

**SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

**A.** Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

**B.** The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

**C.** The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

- (1) The District hereby designates the District Manager to act as its representative.
- (2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

**D.** Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

# SECTION 5. COMPENSATION; TERM.

**A.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor One Thousand Two Hundred Fifty Dollars (\$1,250.00) per month. The term of this Agreement shall be from August 1, 2025 through September 30, 2026, unless terminated earlier by either party in accordance with the provisions of this Agreement. This Agreement shall renew on an annual basis unless terminated by either party.

**B.** If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an, addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

**C.** The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**D.** The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

# SECTION 6. INSURANCE.

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

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
  - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

**B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

**C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

# SECTION 7. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or

otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

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

**SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 10. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 12.** CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 13.** SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 14. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**SECTION 15. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 16.** ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 17.** INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any

one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 18. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 19.** ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 20. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

**SECTION 21. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

**SECTION 22. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 23. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

А.	If to District:	Armstrong Community Development District c/o Governmental Management Services LLC 475 West Town Place, Suite 114 St. Augustine, Florida 32092 Attn: District Manager
	With a copy to:	Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301

Attn: District	Counsel
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**B.** If to the Contractor:

K&K White LLC d/b/a Pinch a Penny Store 242 9715 Crosshill Boulevard Unit 105 Jacksonville, FL 32222 Attn: \_\_\_\_\_

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a nonbusiness day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

**SECTION 24. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 25.** CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Clay County, Florida.

**SECTION 26.** COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Marilee Giles** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as

authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

# IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850, MGILES@GMSNF.COM, 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

**SECTION 27. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 28. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 29.** COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

**SECTION 30.** E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into

this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 31. COMPLIANCE WITH SECTION 20.055,** *FLORIDA STATUTES.* The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

[CONTINUED ON FOLLOWING PAGE]

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

# **ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT**

Signed by:

Jose Lopez

Chairperson, Board of Supervisors

# K&K WHITE LLC d/b/a **PINCH A PENNY STORE 242**

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

Exhibit A: Scope of Services

# Exhibit A Scope of Services

K&K White LLC dba Pinch A Penny 242



9715 Crosshill Blvd suite 105

Jacksonville Florida 32222

# Commercial Pool Maintenance Agreement

This agreement it between K&K White LLC dba Pinch A Penny 242 and Armstrong CDD in care of Greyhawk Home Owners Association. For the purpose of cleaning and maintaining chemical balance of Community Swimming Pool.

> Monthly Service Rate: \$1250.00 Monthly. Includes Chemicals: to control Chloine levels, Ph levels, cyanuric acid levels and guarterly applications of Enzymes.

Billing will be on a monthly basis with invoice initiated by K&K White LLC

#### Terms: 12 Month agreement beginning on \_

- K&K White LLC will service the pools on this property three times per week during the months April Through September and 2 times per week for months October through March.
- Services will include:
  - Test pool water for Chlorine, PH, total alkalinity, calcium hardness, and Cyanuric Acid each visit.
  - 3. Log results of Pool water test.
  - 4. Add any needed chemicals and Log amount added.
  - 5. Chemicals: Chlorine Muriatic Acid, Cyneric Acid, are included at each visit.
  - (Black algae treatment should it be needed would be additional due to the cost of the algaecide needed to kill it.)
  - 7. Ensure PH feed system and chlorine feed systems are filled.
  - 8. Brush walls of pool.
  - 9. Skim pool water surface.
  - 10. Remove debris from pool skimmer system.
  - 11. Vacuum Pool as needed.
  - 12. Ensure that pool equipment is recirculating properly.
  - 13. Inspect pool surfaces for algae growth and treat if needed.

A pool inspection by and experienced pool professional will be conducted once a month during the pool open season to ensure that all equipment is functioning as it should and is in place. Any abnormalities found will be reported to manager on duty. This is an inspection and report only, property manager will make decision on resolutions.

The Cartridge Filters will be inspected as part of each monthly inspection. The Filters will be cleaned as needed based on pool flow, pressure on filters and inspections.

# **Terms and Conditions**

The following terms and conditions govern the services provided by the Pinch A Penny location ("Pinch A Penny") and the owner/operator/possessor of the swimming pool and/or spalas specified on page 1 of this Agreement ("Customer").

- Owners/operators/possessors of commercial and residential swimming pools and/or spas have a primary and non-delegable duty to
  ensure that their swimming bool and/or spa is in compliance with applicable local, state, and federal laws and regulations. At no time shall
  Pinch A Penny te responsible as an owner, operator or possessor of such swimming pool and/or spa.
- 2. Customer acknowledges and agrees that Pinch A Penny does not guarantee or warranty that the Customer's swimming pool and/or spalls safe or is non-defective. Pinch A Penny does not guarantee that chemical levels will remain adequate between scheduled maintenance visits or that all aspects of the swimming pool and/or spall will remain clean between visits. In the event black algae develops, it is not covered under any recurring service plan, and treatment will require a separate estimate. Pinch A Penny does not guarantee that services will be performed on a specific day of the week.
- 3. Pinch A Penny is not responsible for cleaning the deck area, toys/games initiatables left in or around the pool, deterioration of the swimming pool and/or spa finish, formation of stains, or the safety of pets. Customer further acknowledges it is responsible for the proper maintenance of all doors, gates and mechanisms that are self-closing/self-latching.
- 4. Customer acknowledges and agrees that any leaks or loss of water through evaporation are Customer's responsibility and that a teck or water loss can lead to higher water bills, increased chemical consumption and can cause damage to any adjacent home or building depending on where the teak is located. It is Customer's responsibility to monitor the water level, add water when needed, and make appropriate repairs if a teak develops. Pinch A Penny reserves the right to increase the monthly rate upon 7 days advance notice if a teak is not repaired due to the increase demand for chemicals caused by a water teak.
- 5. Components of the swimming pool and/or spa, due to normal wear and tear, can sometimes break during regular maintenance or repair due to an adjacent component. Replacement of these components is Customer's responsibility. Components can include but are not limited to the pump, motor, filler, automatic chlorinator, automatic sanitation system, heater, valves, piping, safety vacuum release systems, time clocks, pressure gauges, automatic control systems, in floor cleaning systems, automatic pool cleaners, skimmer/pump baskets, fountains, valves, and handles.
- 6. Customer agrees for itself and on behalf of any of Customer's dependents, directors, officers, representatives, agents, employees, or guests, that under no circumstances shall Pinch A-Perny, Inc., its carent, affiliates, or any of their directors, officers, employees, agents, and representatives (collectively, "PAP, Inc."), or Pinch A Perny, its agents or employees, be liable to Customer, or Customer's dependents, directors, officers, representatives, agents, employees, or guests for any lost profits, revenues, or indirect, special, punitive, compensatory, incidental, or consequential damages of any nature that arise out of the services provided under any theory of liability.
- 7. Customer acknowledges that Pinch A Penny is an independently owned and operated business operating under a franchise license with PAP Inc. Customer agrees, for itself and on behalf of any of its dependents, directors, officers, representatives, agents, employees or guests, that under no circumstances shall PAP, Inc. be hable under any theory for claims, losses, expenses, feas, or damages related to or that in any way arise out of Pinch A Penny's acts, errors, or omissions.
- Customer agrees to indemnify, defend, and hold PAP, hc. harmless from and against any claim, loss, liability, damage or expense that arises out of, or is in any way related to, Customer's swimming pool/spa or its related components.
- Customer agrees to indemnify, defend, and hold Pinch A Penny, its agents and employees harmless from and against any claim, loss, liability, damage or expense that arises out of, or is in any way related to Customer's swimming pool and/or spa or its related components, unless such claim, loss, liability, damage or expense is the direct result of Pinch A Penny's gross negligence.
- 10. In the event of litigation, including appellate proceedings, the losing party shall reimburse the prevailing party on demand for all costs and expenses including reasonable attorney fees incurred by the prevailing party.
- Customer warrants that all previous electrical work related to the swimming pool and/or spa has been performed by a licensed electrician. Customer also warrants that any equipment to be serviced or repaired by Pinch & Penny is compliant with any applicable local, state or federal law.
- 12. These terms are governed by Florida law and constitute the entire agreement between Customer and Pinch A Pency. Any representation, promise, condition, inducement or warranty, express or implied, not included in these terms shall not be binding upon any party.

ELEVENTH ORDER OF BUSINESS

*B*.

Armstrong Community Development District

# Check Run Summary

Date		Check Numbers	Amount	Amount
General Fund				
	6/4/25	1356-1360	\$5,946.67	
	6/10/25	1361-1363	\$15,991.26	
	6/18/25	1364-1369	\$22,869.30	
	6/25/25	1370-1371	\$4,562.62	
		Total General Fund Checks		\$49,369.85

Total Paid Checks

\$49,369.85

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK RE *** CHECK DATES 06/01/2025 - 06/30/2025 *** ARMSTRONG CDD - GENERAL FUND BANK A ARMSTRONG GENERAL	GISTER RUN 7/01/25	PAGE 1
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME STAT DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	US AMOUNT	CHECK AMOUNT #
6/04/25 00082 5/20/25 35015 202505 330-57200-46000 LEG PRESS/ELLIPTICAL RPRS	* 1,027.85	
LEG PRESS/ELLIPTICAL RPRS FITNESS PRO		1,027.85 001356
6/04/25 00001 5/16/25 173 202504 330-57200-49400 SPECIAL EVENTS	* 118.43	
5/16/25 173 202504 330-57200-46400 JANITORIAL SUPPLIES	* 203.07	
5/16/25 173 202504 330-57200-46000 REPAIRS AND MAINTENANCE	* 27.50	
5/16/25 173 202504 320-53800-46900 PREVENTATIVE MAINTENANCE	* 1,076.80	
GOVERNMENTAL MANAGEMENT SERVICES		1,425.80 001357
	* 995.00	
THE LAKE DOCTORS, INC.		995.00 001358
6/04/25 00072 5/15/25 2189121 202505 330-57200-46000 INSTALL NEW AUTO VALVE	* 765.52	
POOL TROOPERS		765.52 001359
	* 1,732.50	
POOL TROOPERS		1,732.50 001360
6/10/25 00007 6/05/25 2025-298 202506 310-51300-48000	* 48.30	
OSTEEN MEDIA GROUP		48.30 001361
6/10/25 00001 6/01/25 175 202506 310-51300-34000 JUN MANAGEMENT FEES	* 4,424.17	
6/01/25 175 202506 310-51300-49500 JUN WEBSITE ADMIN	* 104.17	
6/01/25 175 202506 310-51300-35100 JUN INFORMATION TECH	* 150.00	
6/01/25 175 202506 310-51300-31300 JUN DISSEMINATION SVCS	* 618.33	
6/01/25 175 202506 310-51300-51000 OFFICE SUPPLIES	* .51	
6/01/25 175 202506 310-51300-42000 POSTAGE	* 73.19	
6/01/25 175 202506 310-51300-42500 COPIES	* 33.75	
6/01/25 175 202506 310-51300-41000 TELEPHONE	* 15.82	
GOVERNMENTAL MANAGEMENT SERVICES		5,419.94 001362

ARMS ARMSTRONG

BPEREGRINO

AP300R *** CHECK DATES	YEAR-TO-DATE ACCOUNTS PAYABLE PRE 06/01/2025 - 06/30/2025 *** ARMSTRONG CDD - GENER BANK A ARMSTRONG GENE	PAID/COMPUTER CHECK REGISTER AL FUND RAL	RUN 7/01/25	PAGE 2
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	NAME STATUS	AMOUNT	CHECK AMOUNT #
6/10/25 00101	5/19/25 22151 202505 320-53800-46200 MAY LANDSCAPE MAINTENANCE VERDEGO LLC	*	10,523.02	10,523.02 001363
6/18/25 00001	0/01/25 1/4 202500 520-55800-12200	*	6,656.25	
	PROPERTY MANAGER - JUN 6/01/25 174 202506 330-57200-46300 JANITORIAL SERVICES - JUN		1,149.75	
	GOVERNMENTAL MANAG	EMENT SERVICES		7,806.00 001364
6/18/25 00061	6/04/25 3579130 202503 310-51300-31500 MAR GENERAL COUNSEL	*	1,530.00	
	KUTAK ROCK LLP			1,530.00 001365
6/18/25 00070	6/05/25 61963838 202506 330-57200-46500 JUN PEST CONTROL	*	46.00	
	NADERS PEST RAIDER	S		46.00 001366
6/18/25 00083	5/31/25 6 202505 330-57200-34100 MAY FACILITY ASSISTANT		347.68	
	RIVERSIDE MANAGEME	NT SERVICES INC		347.68 001367
6/18/25 00075	5/31/25 10998 202505 330-57200-34500 MAY SECURITY SERVICES	*	2,616.60	
	SECURITY DEVELOPME	NT GROUP LLC		2,616.60 001368
6/18/25 00101	6/02/25 22414 202506 320-53800-46200 JUN LANDSCAPE MAINTENANCE	*	10,523.02	
	VERDEGO LLC			10,523.02 001369
6/25/25 00001	6/18/25 177 202505 330-57200-46400 JANITORIAL SUPPLIES	*	137.79	
	6/18/25 177 202505 330-57200-46100 FITNESS CENTER REPRS/SUPP	*	116.89	
	6/18/25 177 202505 330-57200-51000	*	45.72	
	OFFICE SUPPLIES 6/18/25 177 202505 320-53800-46900	*	1,084.92	
	PREVENTATIVE MAINTENACE GOVERNMENTAL MANAG	EMENT SERVICES		1,385.32 001370
6/25/25 00075	6/01/25 11088 202506 330-57200-34500	*	3,177.30	
	JUN SECURITY SERVICES SECURITY DEVELOPME	NT GROUP LLC		3,177.30 001371
		TOTAL FOR BANK A		

ARMS ARMSTRONG BPEREGRINO

AP300R *** CHECK DATES 06/01/2025	E ACCOUNTS PAYABLE PREPAID/COMPUTER CHEC ARMSTRONG CDD - GENERAL FUND BANK A ARMSTRONG GENERAL	CK REGISTER RUN	7/01/25	PAGE	3
QUEOR VEND# INVOIO	VENDOD NAME	CTATIC	AMOTINT	aurav	

CHECK	VEND#	IN\	/OICE	EXP	ENSED TO	VENDOR NAME	STATUS	AMOUNT	CHECK	
DATE		DATE	INVOICE	YRMO	DPT ACCT# SUB	SUBCLASS			AMOUNT	#

TOTAL FOR REGISTER 49,369.85

ARMS ARMSTRONG BPEREGRINO

# INVOICE

Allways Improving LLC dba Fitness Pro 1400 Village Square Blvd #3-293 Tallabassee, FL 32312 tracy@wearefitnesspro.com +1 (850) 523-8882 www.wearefitnesspro.com



1400 Village Square #3-293 Taliahassee, FL 32312 850-523-8862

-

Bill to Grey Hawk Armstrong CDD 475 West Town Place suite 114 : Saint Augustine, FL 32092 Ship to Grey Hawk 3645 Royal Pines Dr, Orange Park, FL 32065

#### Involce details

Invoice no.: 35015 Terms: Net 15 Invoice date: 05/20/2025 Due date: 06/04/2025

#	Product or service	SKU	Description	Qty	Rate	Amount
1.			SERVICE REQUEST 41671 - REPAIRS			
2.	1. Return Labor		Estimated Labor - Replaced weight for weight stack Replaced handle for elliptidal Replaced bearing in smith machine THESE UNITS TEST CORRECT	1	\$90.00	\$90.00
3.	2b. Shipping/ Handling		Shipping and Handling Estimate:	1	\$26.77	\$2 <del>6</del> .77
4.	2a. Parts		Parts for Repair: BUSHING, INTERNAL (flem 1 Additional Part)	1	\$2.60	\$2.60
5.	2a. Parts		Parts for Repair: NUT, M10 X 1.5 SOCKET HEAD (Item 1 Additional Part)	1	\$3.12	\$3.12
6.	2a. Parts		Parts for Repair: CAM FOLLOWER TORRINGTON YCRS-20 (item 1 Additional Part)	1	\$42.00	\$42.00
7.	2a. Parts		Parts for Repair: 3/8-16X1-1/2 UNS HEX FHB G5 ZN (Item 1 Additional Part)	1	\$1.46	\$1.46
<b>8</b> ,	2a, Parts		Parts for Repair: WASHER, FLAT 3/8 IN SAE ST ZN (Item 1 Additional Part)	1	<sup>&gt;</sup> \$1.54	\$1.54

9.	2a. Parts	Parts for Repair: ASSEMBLY: HANDLEBAR, FEATURED, RIGHT, CHARCOAL GRAY ROBUST (Item 3)	1	\$210.00	<b>\$</b> 210.00
10.	2a. Parts	Parts for Repair: ASSY, INCREMENT WEIGHT, 7 LB (Item 2) - LF 8504301 Replaced 1/20 PM DSD	• 1	\$106.80	\$106.80
11.	26. Shipping/ Handling	Shipping and Handling Estimate: Carriage Oversized/Heavy, Weight Heavy, Multiple Boxes	1	\$82.76	\$82.76
12.	2a. Parts	Parts for Repair: PTD ASSY, CARRIAGE, LEFT, OSSM (Item 1)	1	\$460.80	\$460.80
	· · · · · · · · · · · · · · · · · · ·	Service Request Details/Notes: 1. Life Fitness Smith Machine OSSM/OSSM HT sn: 101912753690/101910753069 left side of bar has a damaged catch bearing. Should replace hardware and bearing 2. Life Fitness Leg Press OSTWR2-LP sn: 101914812166 incremental weight is cracked and spring for pop pin is broken. Should replace incremental weight. 3. Life Fitness Elliptical INXDE SN: HDX101904(NAN104301) resistance up button for handle is no functioning. Should replace button and wire.			

Total

\$1,027.85

Ways to pay



Repairs & Maintenance 001.330.57200,46000



**RECEIVED** By Tara Lee at 8:42 am, Jun 02, 2025

# Invoice

Governmental Management Services, LLC 475 West Town Place, Suite 114 St. Augustine, FL 32092

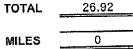
invoice #: 173 Invoice Date: 5/16/25 Due Date: 5/16/25 Case: P.O. Number:

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

Description	Hours/Qty	Rate	Amount
Facility Maintenance April 1 - April 30, 2025 Maintenance Supplies	26.92	40.00 349,00	1,076.80 349.00
SPecial Evats 001,330,57200,49400 \$118.43			
Janitorial Supplies 001.330.57200.46400\$ 203,02			
Repairs & Maintenauce 001.330, 57200, 46000 \$ 27,50			
Preventativa Maintenace \$1,076.80 001.320. 53800, 4/6900 \$1425.80			
2	Total		\$1,425.80
Marle		nts/Credits	\$0.00
5-20-25		ce Due	\$1,425.80
RECEIVED By Tara Lee at 10:58 am, May 23, 2025 5/2.3/25			

# GREYHAWK COMMUNITY DEVELOPMENT DISTRICT - ARMSTRONG MAINTENANCE BILLABLE HOURS FOR THE MONTH OF APRIL 2025

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
4/2/25	2	J.M.	Removed debris from field, parking lot, pool deck, amenity center, roadways and surrounding trails, checked and changed all trash receptacles
4/4/25	2.32	J.M.	Checked and changed all trash receptacles, removed debris from field, parking lot, pool deck, amenity center and surrounding trails
4/7/25	2	J.M.	Removed debris from field, parking lot, pool deck, amenity center, roadways and surrounding trails, checked and changed all trash receptacles
4/9/25	2	J.M.	Checked and changed all trash receptacles, removed debris from field, parking lot, pool deck, amenity center and surrounding trails
4/11/25	2	J.M.	Removed debris from field, parking lot, pool deck, amenity center, roadways and surrounding trails, checked and changed all trash receptacles
4/14/25	2	J.M.	Checked and changed all trash receptacles, removed debris from field, parking lot, pool deck, amenity center and surrounding trails
4/16/25	2	J.M.	Removed debris from field, parking lot, pool deck, amenity center, roadways and surrounding trails, checked and changed all trash receptacles
4/18/25	2.6	J.M.	Checked and changed all trash receptacles, removed debris from field, parking lot, pool deck, amenity center and surrounding trails
4/21/25	2	J.M.	Removed debris from field, parking lot, pool deck, amenity center, roadways and surrounding trails, checked and changed all trash receptacles
4/23/25	2	J.M.	Checked and changed all trash receptacles, removed debris from field, parking lot, pool deck, amenity center and surrounding trails
4/24/25	2	J.M.	Removed debris from field, parking lot, pool deck, amenity center, roadways and surrounding trails, checked and changed all trash receptacles
4/28/25	2	J.M.	Checked and changed all trash receptacles, removed debris from field, parking lot, pool deck, amenity center and surrounding trails
4/30/25	2	J.M.	Removed debris from field, parking lot, pool deck, amenity center, roadways and surrounding trails, checked and changed all trash receptacles
TOTAL	26.02		



\*Mileage is reimbursable per section 112.061 Florida Statutes Mileage Rate 2009-0.445

# MAINTENANCE BILLABLE PURCHASES

Period Ending 5/05/25

DISTRICT	DATE	SUPPLIES	PRICE EMPLOYEE	
Armstrong - Greyhawk				
	3/26/25	Multifold Hand Towels (2)	91.84 R.W.	
	3/26/25	Gym Wipes 4pk	111.23 R.W.	
	4/4/25	Easter Event Goodies	118.43 R.W.	
	4/17/25	20x20 F5 3pk	13,75 R.W.	
	4/17/25	16x20 F5 Filter 3pk	13.75 R.W.	
			TOTAL \$349.00	

MAKE CHECK PAYABLE TO:		PLEASE FILL C	OUT BELOW IF PAYING BY CRE	DIT CARD
.'4	VISA			
The Lake Doctors, Inc.	Covers (1997)			
Post Office Box 162134	CARD N		EXP. DATE	*>
Altamonte Springs, FL 32716	SGNATI	RE	Aminin'i Pai	a
(904) 262-5500				
	ACCOU	NT NUMBER	DATE	BALANCE
ADDRESSEE	7312	09	5/27/2025	\$995.00
-				
Armstrong CDD - Greyhawk C/O Governmental Management Services				
475 West Town Pl	The	Lake Doctors		
Suite 114	Pos	t Office Box 1	162134	
St Augustine, Fl. 32092	Alta	nonte Spring	s, FL 32716	
00000007312096001000000027768800000009950050			invoice with your paym anges to your contact i	
rmstrong CDD - Greyhawk 3645 Royal Pines nvoice Due Date 5/22/2025 Invoice 2	Dr Orange Pa 2028173	-	55 PO # 	
Invoice Date Description	Quantity	Amount	Tax	Total
Pand 1 trasted for stose and underwater weeds. Ponds 2 and 3 treated fr	r aloae. grasses, and	\$995.00 dved, Pond 4 tre	\$0.00 sated for algae, Pond 5 dy	\$995.00 red, treated for
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Pond 1 treated for algae and underwater weeds. Ponds 2 and 3 treated for algae and shoreline grasses. Pond 6 treated for algae, shoreline and under	nuator woode dve ad	dyed. Pond 4 tre ded. Please cont	eated for algae, Pond 5 dy act me directly with any c EIVED	ed, treated for juestions or
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PO Box 160726 Altamonte Springs, Florida 32716-0726 (813) 889-9091 FL Lic: CPC1458925 TX Lic: TICL742 AZ Lic: ROC 350640

CUSTOMER ID:	196869	
INVOICE ID:	2189121	
INVOICE DATE:	5/15/2025	
DUE DATE:	5/15/2025	
PO#:	N/A	

Service Address: 3645 Royal Pines Dr 3645 Royal Pines Dr. , Middleburg, FL 32068 -Billing Address: Armstrong CDD 3645 Royal Pines Dr. , Middleburg, FL 32068 Pool - Pool Middleburg, FL Middleburg, FL 32068 32068

Description			Quantity	Unit Price	Total
38906 - VALVE I	LOAT RESERV	OIR	. 1	\$177.47	\$177.47
250-00-04 - TOF	O 1in FPT PIN T	YPE VALVE WITH FC		\$173.21	\$173.21
R172221 - VENT			1	\$10.85	\$10.85
BAPSPVCKIT4	Misc PVC KIT 4		1	\$50.00	\$50.00
		ESSURE 2in 0-60lb 1/in Bottom	Moun 2	\$18.53	\$37.06
R172224X - Pen	tair Rainbow R1	72224X Black Air Relief. (Fits D		\$18.93	\$18.93
Equipment Insta					\$298.00

Subtotal:	19-19	19.1	1999 - A.	\$765.52	
36.5688		- 1		\$0.00	1. A
devicitien (	ile au	dines –	and allow		
and the second second		ALC: NO COL			a service and

NOTES: [jwarner - 05/15/2025 01:08 PM]: Installed new auto fill complete with new valve and float tray assembly for pool, 2 new PSI gauges for INN /EFF operation, replumbed the leaking inlet of HC3330 feeder, and replaced vent valve with oring, turned system on and checked for proper operation. -3645 Royal Pines Dr

Repairs &- Maintenance 001.330.57200.46000



INVOICE#: 2189713 INVOICE DATE: 6/1/2025 SERVICE MONTH: JUNE CUST ID: 196869

PO Box 160726 Attamonte Springs, Florida 32716-0726 (813) 889-9091 FL Lic: CPC1458925 TX Lic: TICL742 AZ Lic: ROC 350640

Billing Address: Armstrong CDD 475 West Town Place Suite 114 St. Augustine, FL 32092

# Image: Second State Sta

Please send all payments to the below remit-to address: Pool Troopers PO Box 160726 Altamonte Springs, FL 32716-0726

Pool Maintenance 001.330.57200.46700

5-22-25

MONTHLY POOL/SPA MAINTENANCE

Amount Due \$1,7**32.50** Payment Due: 6/1/2025

**RECEIVED** By Tara Lee at 9:21 am, May 22, 2025

Please visit https://pooltroopers.com/terms-of-service/ to view our terms and conditions.

# INVOICE

Involce Number: 2025-298503 Involce Date: 6/5/2025 Due Date: 7/4/2025



Clay Today 3513 US Hwy 17 Fleming Island, FL 32003 904-264-3200

BILL TO Accounts Payable Armstrong CDD C/O GMS, LLC 475 West Town Place Suite 114 St, Augustine, FL 32092 Advertiser Armstrong CDD C/O GMS, LLC

> Customer ID 21021

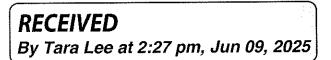
Legel # 145084 Notice of Meeling June 12, 2026 CT - Clay Today Jun 5 2025 Column Inch Black & White 4.6000	Net	Ad Inch	Color	Ad Size	AdTille	Year	lasue	Pub.	PO#	Invoice Notes
Logan Hasser Line Line Line Line Line Line Line Line	\$48,30	4.6000	Black & While	Column Inch		2025	Jun 5			
Yotal:	\$48.30							······		Total

Please mail payments to: Osteen Media Group 3513 US Hwy 17 Fleming Island Florida 32003

Please call the office at 904-264-3200 if you would like to pay by credit card.

Affidavit attached to this invoice.

Please pay from this invoice. Email for inquiries or questions - legal@claytodayonline.com. Thank you for your business,







# **PUBLISHER AFFIDAVIT**

PUBLISHER AFFIDAVIT CLAY TODAY Published Weekly Fleming Island, Florida

#### STATE OF FLORIDA COUNTY OF CLAY:

Before the undersigned authority personally appeared Hugh Osteen, who on oath says that he is the publisher of the "Clay Today" a newspaper published weekly at Fleming Island in Clay County, Florida; that the attached copy of advertisement

Being a Notice of Meeting

In the matter of June 12, 2025

#### LEGAL: 149064

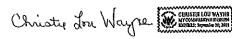
Was published in said newspaper in the issues: 6/5/2025

Affiant Further says that said "Clay Today" is a newspaper published at Fleming Island, in said Clay County, Florida, and that the said newspaper Has heretofore been continuously published in said Chay 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.

Hyl Odn #

Sworn to me and subscribed before me 06/05/2025



NOTARY PUBLIC, STATE OF FLORIDA

3513 US HWY 17 Fleming Island FL 32003 Telephone (904) 264-3200 FAX (904) 264-3285 E-Mail: legal@claytodayonline.com Christic Wayne christic@osteenmediagroup.com

#### Notice of Meeting Armstrong **Community Development** District

District An Audil Commiliee Meeling of the Board of Supervisors of the Armetrong Community Der-Jone 12, 2023, at 6:00 pm. at the Plantation of Argentic 12 will be held on Thursday. Community Cevelopment Districts A 2005. Imme-district of the provisions of Florida 2005 imme-district of the provisions of Florida 2007 of Supervisors (the Based). The meelings are conducted with the provisions of Florida 2007 and phone (904) 940-8560. This meeling and place, Sulls 114, SL Augustine, Florida 32008, place, Sulls 20, SL Augustine, Florida 32

District Manager Legal 149084 Published 6/5/2025 in Clay County's Clay Today newspaper

# **Governmental Management Services, LLC**

475 West Town Place, Suite 114 St. Augustine, FL 32092

# Invoice

\_\_\_\_

Invoice #: 175 Invoice Date: 6/1/25 Due Date: 6/1/25 Case: P.O. Number:

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

Description	Hours/Qty	Rate	Amount
Management Fees - June 2025 Website Administration - June 2025 Information Technology - June 2025 Dissemination Agent Services - June 2025 Office Supplies Postage Copies Telephone		4,424.17 104.17 150.00 618.33 0.51 73.19 33.75 15.82	4,424.17 104.17 150.00 618.33 0.51 73.19 33.75 15.82
<b>RECEIVED</b> By Tara Lee at 11:35 am, Jun 04, 2025	Total Payment Balance	s/Credits Due	\$5,419.94 \$0.00 \$5,419.94

# Invoice

' Invoice #: 22151 Date: 05/19/25 Customer PO: DUE DATE: 06/18/2025

## FROM

VerdeGo PO Box 789 Bunnell, FL 32110 Phone: 386-437-3122 www.verdego.com

DESCRIPTION #20274 - Standard Maintenance Contract 2025, May 25 - Sept 25 May 2025

Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

Please See Our Updated Remittance Information Remit to Address: VerdeGo Landscape PO Box 200341 Dallas, TX 75320-0341 ACH Account Information: Bank Name: Wells Fargo Bank N.A. Routing Number: 121000248 Account Number: 4945950657 Remittance Information: AR@verdego.com

Credit card convenience fee of 3% will be applied to all transactions

Condscape Maintenance 001.320, 53800, 46200 6-3-25

**RECEIVED** By Tara Lee at 10:09 am, Jun 03, 2025

/ERDEGO

**BILL TO** 

Suite 114

Armstrong CDD 475 W Town Place

St Augustine, FL 32092

AMOUNT \$10,523.02

#### \$10,523.02

# **Governmental Management Services, LLC**

475 West Town Place, Suite 114 St. Augustine, FL 32092

# Invoice

Invoice #: 174 Invoice Date: 6/1/25 Due Date: 6/1/25 Case: P.O. Number:

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

Description	Hours/Qty	Rate	Amount
roperty Manager - June 2025 anitorial - June 2025		6,656.25 1,149.75	6,656.25 1,149.75
alison Morning 6-5-25			
	Total		\$7,806.00
RECEIVED	Paymei	nts/Credits	\$0.00
By Tara Lee at 9:34 am, Jun 16, 2025	Balance	e Due	\$7,806.00

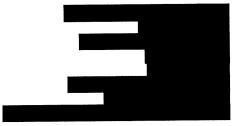
# KUTAK ROCK LLP

**TALLAHASSEE, FLORIDA** Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

June 4, 2025

Check Remit To: Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157



Ms. Marilee Giles Armstrong CDD Governmental Management Services Suite 114 475 West Town Place St. Augustine, FL 32092

Invoice No. 3579130 1323-1

# Re: General Counsel

TOTAL HOURS

For Professional Legal Services Rendered

03/08/25	L. Whelan	0.30	115.50	Monitor legislative process relating to matters impacting special districts
03/13/25	K. Magee	3.30	957.00	Prepare for and attend board of supervisors meeting via phone
03/17/25	J. Gillis	0.10	18.50	Review Capitol Conversations distribution list and update same
03/19/25	K. Buchanan	0.40	142.00	Perform meeting follow up
03/20/25	K. Haber	0.40	108.00	Review and revise landscape maintenance termination notice; correspond with Giles regarding same
03/31/25	K. Haber	0.70	189.00	Prepare landscape services agreement; correspond with Giles and Soriano regarding same

5.20

# KUTAK ROCK LLP

Armstrong CDD June 4, 2025 Client Matter No. 1323-1 Invoice No. 3579130 Page 2

TOTAL FOR SERVICES RENDERED	\$1,530.00
-----------------------------	------------

TOTAL CURRENT AMOUNT DUE

<u>\$1,530.00</u>



Riverside Management Services, Inc

475 West Town Place Suite 114 St. Augustine, FL 32092 Invoice

Invoice #: 6 Invoice Date: 5/31/2025 Due Date: 5/31/2025 Case: P.O. Number:

Bill To: Armstrong CDD

Description	Hours/Qty	Rate	Amount
Description Areyhawk Facility Assistant through May 2025	13.12	26.50	347.68
Alison Mossing 6-13-25	Total		\$347.68
	Payments	s/Credits	\$0.00
RECEIVED	Balance I	Due	\$347.68

## GRAYHAWK CDD

# FACILITY ASSISTANT

<u>Qty./Hour</u>	5	Description	<u>Rate</u>	A	mount
13.12	Facility Assistant		\$ 26.50	\$	347.68

-----

Covers Period: May 2025

TOTAL DUE:

\$ 347.68

# GRAYHAWK COMMUNITY DEVELOPMENT DISTRICT - ARMSTRONG ASSISTANT MANAGER BILLABLE HOURS FOR THE MONTH OF MAY 2025

Date	<u>Hours</u>	<u>Employee</u>	Description
4/5/25 5/25/25 5/26/25	3.12 5.5 4.5 13.12	S.W. E.W. E.W.	Spring Event - set up, assist and clean up Completed daily checklist, returned calls and emails Completed daily checklist, returned calls and emails



Security Development Group, LLC

8130 Baymeadows Way W., Suite 302 Jacksonville, FL 32256 cathie@sthreesecurity.com www.sthreesecurity.com

INVOICE

**INVOICE #** 10998 **BILL TO** DATE 05/01/2025 Armstrong CDD DUE DATE 05/31/2025 475 West Town Place TERMS End of the month Suite 114 St Augustine, Florida 32092 SERVICE MONTH May AMOUNT QTY RATE ACTIVITY 2,616.60 31.15 Dedicated Officer I 84 Dedicated Officer for 6 Hours Thurs - Sun (April 1 - April 30)

a second a second s	
SUBTOTAL	2,616.60
ТАХ	0.00
TOTAL	2,616.60
BALANCE DUE	\$2,616.60

Security Monitoring 001.330.57200.34500

6-6-25

**RECEIVED** By Tara Lee at 10:00 am, Jun 10, 2025

# Invoice

' Invoice #: 22414 Date: 06/02/25 Customer PO: DUE DATE: 07/02/2025

## FROM

VerdeGo PO Box 789 Bunnell, FL 32110 Phone: 386-437-3122 www.verdego.com

DESCRIPTION

Armstrong CDD

475 W Town Place

St Augustine, FL 32092

#20274 - Standard Maintenance Contract 2025, May 25 - Sept 25 June 2025

Invoice Notes:

Thank you for your business!

# AMOUNT DUE THIS INVOICE

\$10,523.02

Please See Our Updated Remittance Information

Remit to Address: VerdeGo Landscape PO Box 200341 Dallas, TX 75320-0341 ACH Account Information: Bank Name: Wells Fargo Bank N.A. Routing Number: 121000248 Account Number: 4945950657 Remittance Information: AR@verdego.com

Credit card convenience fee of 3% will be applied to all transactions

Landscape Maintenance

601.320.53800,46200

6-3-25

**RECEIVED** By Tara Lee at 10:10 am, Jun 03, 2025

**VERDE**GO

**BILL TO** 

Suite 114

**ÀMOUNT** \$10,523.02

\$10,525.02

Governmental Management Services, LLC 475 West Town Place, Suite 114 St. Augustine, FL 32092

**invoice #:** 177 Invoice Date: 6/18/25 Due Date: 6/18/25 Case: P.O. Number:

Invoice

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

Description	Hours/Qty	Rate	Amount
Facility Maintenance May 1 - May 31, 2025 Maintenance Supplies	26.78	40.00 314.12	1,071.20 314.12
Janitorial Supplies \$ 137,79 001.330,57200.46400			
Fitness Cater Repairs / supplies 001, 330. 57200. 46100 \$116.89			
001.330.57200.57000			
PReventative Maintenace \$1,084.93 001.320.53800,46900			
A 1, 385, 39			
	Total	<u> </u>	\$1,385.32
Mousiner-	Payment	s/Credits	\$0.00
alison Morning 6-23-25	Balance	Due	\$1,385.32

# **GREYHAWK COMMUNITY DEVELOPMENT DISTRICT - ARMSTRONG** MAINTENANCE BILLABLE HOURS FOR THE MONTH OF MAY 2025

<u>Date</u>	Hours	<u>Employee</u>	Description
5/2/25	2.4	J.M.	Removed debris from field, parking lot, pool deck, amenity center, roadways and surrounding trails, checked and changed all trash receptacles
5/5/25	2	J.M.	Checked and changed all trash receptacles, removed debris from field,
0,0120	-	-	parking lot, pool deck, amenity center and surrounding trails
5/7/25	2	J.M.	Removed debris from field, parking lot, pool deck, amenity center, roadways
			and surrounding trails, checked and changed all trash receptacles
5/9/25	2	J.M.	Checked and changed all trash receptacles, removed debris from field,
			parking lot, pool deck, amenity center and surrounding trails
5/12/25	2	J.M.	Removed debris from field, parking lot, pool deck, amenity center, roadways
			and surrounding trails, checked and changed all trash receptacles
5/14/25	2	J.M.	Checked and changed all trash receptacles, removed debris from field,
			parking lot, pool deck, amenity center and surrounding trails
5/16/25	1.98	J.M.	Removed debris from field, parking lot, pool deck, amenity center, roadways
			and surrounding trails, checked and changed all trash receptacles
5/19/25	2	J.M.	Checked and changed all trash receptacles, removed debris from field,
			parking lot, pool deck, amenity center and surrounding trails
5/21/25	2	J.M.	Removed debris from field, parking lot, pool deck, amenity center, roadways
			and surrounding trails, checked and changed all trash receptacles
5/22/25	2.25	J.M.	Checked and changed all trash receptacles, removed debris from field,
			parking lot, pool deck, amenity center and surrounding trails
5/26/25	2	J.M.	Removed debris from field, parking lot, pool deck, amenity center, roadways
	0	1.5.4	and surrounding trails, checked and changed all trash receptacles
5/28/25	2	J.M.	Checked and changed all trash receptacles, removed debris from field,
E 100 10E	2.15	J.M.	parking lot, pool deck, amenity center and surrounding trails Removed debris from field, parking lot, pool deck, amenity center, roadways
5/30/25	2.15	J.1VI.	and surrounding trails, checked and changed all trash receptacles
			and sunounding trais, checked and changed as train receptions
TOTAL	26.78	-	
10114	<u></u>	22	
MILES	0		*Mileage is reimbursable per section 112.061 Florida Statutes Mileage Rate 2009-0.445
••••			

# MAINTENANCE BILLABLE PURCHASES

Period Ending 6/05/25

DISTRICT	DATE	SUPPLIES	PRICE	EMPLOYEE
Armstrong - Greyhawk				
Aniloaong - oroynaak	5/5/25	Pinkstuff APC	6.87	R.W.
	5/5/25	Microfiber Cloths	20.65	R.W.
	5/5/25	Easy Wring Rinse Clean Mop Bucket	51.73	R.W.
	5/5/25	13 Gallon Trash Bags 140ct	20.67	R.W.
	5/5/25	Odoban Tile Grout Cleaner	13.43	R.W.
	5/5/25	Sprayway Glass Cleaner	3.81	R.W.
	5/5/25	All Purpose Cleaner	7.22	R.W.
	5/5/25	Pink Stuff Floor Cleaner	7.22	R.W.
	5/5/25	Mildew Remover	6.19	R.W.
	5/5/25	Gym Wipes 4pk	116.89	R.W.
	5/5/25	1200 XL Ink Cartridges	45.72	
	6/4/25	1" Drywall Screws 1lb	6.87	
	6/4/25	1 1/4 Bright Ring Drywall Nail	6.87	' R.W.
			TOTAL \$314.12	2



# Security Development Group, LLC

8130 Baymeadows Way W., Suite 302 Jacksonville, FL 32256 cathie@sthreesecurity.com www.sthreesecurity.com

INVOICE

BILL TO	INVOICE # 11088
Armstrong CDD	DATE 06/01/2025
475 West Town Place	DUE DATE 06/30/2025
Suite 114	TERMS End of the month
St Augustine, Florida 32092	
<b>.</b>	

# SERVICE MONTH

June

ACTIVITY	QTY	RATE	AMOUNT
<b>Dedicated Officer I</b> Dedicated Officer for 6 Hours Thurs - Sun (June 1 - June 30)	108	31.15	3,364.20
Dedicated Officer I Credit for missed shift on 5/18/25	-6	31.15	-186.90T

	and the second
SUBTOTAL	3,177.30
ТАХ	0.00
TOTAL	3,177.30
BALANCE DUE	\$3,177.30

Security monitoring

001,330.57200.34500

6-10-25

**RECEIVED** By Tara Lee at 10:19 am, Jun 10, 2025