

**ARLINGTON RIDGE  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA PACKAGE  
OCTOBER 20, 2022 at 2:00 p.m.**

**Participation via Zoom:**

<https://zoom.us/j/3797970647>

OR dial 415-762-9988 or 646-568-7788, ID 3797970647

# Arlington Ridge Community Development District

## Board of Supervisors

Bill Middlemiss, Chair  
Claire Murphy, Vice-Chair  
Stephen Braun, Assistant Secretary  
Robert Hoover, Assistant Secretary  
James Piersall, Assistant Secretary

## Staff:

Angel Montagna, District Manager  
Jennifer Kilinski, District Counsel  
David Hamstra, District Engineer  
Brett Perez, Area Field Director  
Jackeline Garcia, Resident Services  
Robert Sardinas, Facilities Manager  
Frank Bruno, General Manager

## Meeting Agenda

Thursday, October 20, 2022 – 2:00 p.m.

1. **Call to Order and Roll Call**
2. **Pledge of Allegiance**
3. **Audience Comments on Agenda Items – Three (3) Minute Time Limit**
4. **Staff Reports**
  - A. District Counsel
    - i. Discussion of Billboard.....Page 5
  - B. District Manager
    - i. Capital Project List.....Page 13
  - C. District Engineer
  - D. Field Manager
    - i. Monthly Report.....Page 20
    - ii. Florawlawn Maintenance Area Addendum.....Page 47
  - E. General Manager: Golf, Food & Beverage.....Page 49
5. **Business Items**
  - A. Allied Universal Security Rate Increase Proposal.....Page 53
  - B. Pegasus Change Order #1 and Engineering Services Fiscal Year 2023 Proposal.....Page 57
  - C. Garden Club Requests.....Page 63
  - D. Sales Center Committee
    - i. Committee Members .....Page 67
    - ii. Committee Meeting Schedule.....Page 69
  - E. HVAC Proposals for Fairfax Hall .....Page 71
  - F. Roof Replacement Proposals.....Page 78
  - G. Discussion of Bocce Ball Repairs
    - i. Bocce Ball Proposal.....Page 144
  - H. Discussion of Holiday Lighting/Decorations
  - I. Discussion of Kickboxing in Fairfax Hall
  - J. Discussion of Rules of Procedure.....Page 147
  - K. Discussion of Rates for RV Lot and Non-Resident User Fees .....Page 211
    - i. Resolution 2023-01 to Set Public Hearing for Rules of Procedure and Rates...Page 216
  - L. Ratification of Work on Hole #6.....Page 220
6. **Consent Agenda**
  - A. Minutes from the Regular Meeting September 15, 2022.....Page 225
  - B. Financial Statements .....Page 237
  - C. Invoices and Check Register.....Page 270
7. **Other Business**
8. **Supervisor Requests**
9. **Audience Comments – Three- (3) Minute Time Limit**
10. **Adjournment**

*The next meeting is scheduled for Thursday, November 17, 2022, at 2:00 p.m.*

## District Office:

### Inframark

313 Campus Street, Celebration, FL 34747  
407-566-1935  
[www.ArlingtonRidgeCDD.org](http://www.ArlingtonRidgeCDD.org)

## Meeting Location:

### Fairfax Hall

4475 Arlington Ridge Blvd., Leesburg FL 34748  
Participate remotely: Zoom <https://zoom.us/j/3797970647>  
OR dial 415-762-9988 or 646 568-7788, ID 3797970647

# **Section 4**

## **Staff Reports**

**Subsection 4A**

**District Counsel**



# **Subsection 4Ai**

## **Discussion of Billboard**

City of Leesburg  
Code Enforcement Section  
115 E. Magnolia St.  
Leesburg, FL 34748

**VIOLATION NOTICE**

9/14/2022

Case Nbr: 2022090076

**Notice To:**

ARLINGTON RIDGE CDD

210 N UNIVERSITY DR STE 702  
CORAL SPRINGS, FL 33071

Dear Sir or Madam

This letter is sent to you in reference to the violation (s) of the City of Leesburg Ordinance (s) on your property at 4463 ARLINGTON RIDGE BV ALT KEY: 3905533 Independence Trail in reference to the billboard sign. Please have the sign removed by November 1st, 2022 or appear.

This letter serves as a Code Enforcement Warning and Mandatory Must Appear. A re-inspection will be conducted FIVE (5) days, weekends included, from when you receive this notice or it's posting. Please correct the noted violation (s) on this property. Once the violation is corrected you will need to contact our office to request a re-inspection.

Attached are the legal description and a copy of the City of Leesburg Ordinance (s) which is the cause for concern on this property. Our phone number, fax number, and e-mail are listed below if you wish to contact us for clarification or assistance.

**IF THE VIOLATION(S) ARE NOT CORRECTED BY THE DATE OF REINSPECTION; FIVE (5) DAYS FROM THE DATE YOU RECEIVE THIS NOTICE OR IT'S POSTING. As, a result, if the continued violation(s) of City of Leesburg Code, you are hereby ordered to appear before the Code Enforcement Special Magistrate, on Tuesday, November 15th, 2022 at 2:00 p. m. City Hall 3rd Floor Commission Chambers 501 W Meadow Leesburg, FL 34748.**

**A case may be presented to the Special Magistrate if the violation was not corrected by the time specified for correction in the initial violation notice to the violator, even if the violation is corrected prior to the meeting Liens may be imposed for any unpaid fines and or actions performed by the City of Leesburg to correct any violation. For information on this case or to request a reinspection please contact the Code Enforcement Section of the Leesburg Police Department at (352) 728-9892**

Sincerely,



SNAVELY, RILEY  
Code Enforcement Supervisor  
City of Leesburg

Florida State Statute 286.0105, "If a person decides to appeal any decision made by the Special Magistrate with respect to any matter considered at this meeting, he will need record of the proceedings, and for such purpose he will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.

## VIOLATIONS

**Location of Violation(s):** 4463 ARLINGTON RIDGE BV

ALT KEY: 390533

**Parcel:** 14-20-24-0015-DO 1-00001

### Legal Description:

ARLINGTON RIDGE PHASE I-A PB 54 PG 66-87 --LESS BEG AT SECOR OF TRACT F-1, RUN N 0-58-54 E 110 FT TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE RIGHT, THENCE SE'LY 6.51 FT ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25 FT, A CENTRAL ANGLE OF 14-55-40 & A CHORD BEARING OF S 81-33-16 E 6.50 FT, S 0-58-54 W 109.16 FT, N 89-01-06 W 6.44 FT TO POB & LESS FROM SECOR OF TRACT F-1 RUN N 0-58-54 E 20 FT, S 89-01-06 E 6.44 FT FOR POB, RUN N 0-58-54 E 89.16 FT TO N LINE OF TRACT D-1 & POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE RIGHT, THENCE SE'LY 24.26 FT ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25 FT, A CENTRAL ANGLE OF 55-36-04 & A CHORD BEARING OF S 46-17-24 E 23.32 FT TO A POINT OF REVERSE CURVE TO THE LEFT, THENCE SE'LY 61.55 FT ALONG THE ARC HAVING A RADIUS OF 50 FT, A CENTRAL ANGLE OF 70-31-44 & A CHORD BEARING OF S 53-45-14 E 57.74 FT, THENCE S 0-58-54 W 40 FT, N 89-01-06 W 64.27 FT TO POB--TRACT D-1 ORB 3132 PG 2384

Case Nbr: 2022090076

Status: VIOLATION

Violation: PERMITTED SIGNS

Ordinance: 25\_424. Permitted signs.

(a) Residential districts. The following provisions govern signage in residential districts.

(1) Subdivision entrance signs.

a. A maximum of two (2) ground or wall residential entrance or gate signs may be located at the main entrance to a single\_family, multifamily or mobile home subdivision. In the alternative, one (1) double faced identification sign may be permitted when placed in the median of a private entrance road. The maximum allowable sign surface area per wall or sign shall not exceed sixty (60) square feet.

b. Secondary entranceways shall be restricted to one (1) ground sign, not to exceed twenty (20) square feet in area and a vertical dimension of four (4) feet.

c. Entrance signs shall contain only the name of the subdivision, the insignia or logo of the development and shall not contain promotional or sales material.

d. The sign area shall not exceed the height or length of the wall or gate upon which it is located.

e. Setbacks. Subdivision entrance Signs shall maintain a fifteen\_foot setback from all property and right\_of\_way lines, with the exception of identification Signs which are part of a masonry wall and which may be located along the property lines.

f. Height\_sign(s) shall be a maximum of six (6) feet and be measured from the finished grade level or crown of road to the top of the sign face, provided if the sign is integrated into a fence, wall or column, and the sign shall not exceed the maximum height permitted for a fence in the applicable district.

g. Maintenance. The city shall not accept any liability or responsibility for maintenance of decorative entrances, structures or landscaping features. Sign construction and maintenance shall be at the expense of the developer or the property owners association and their successors, assigns and heirs.

h. Decorative entrances shall not protrude into the twenty\_five\_foot visibility triangle.

i. Additional allowance. Developments with over three hundred (300) feet entrance way frontage and more than one (1) entrance street are allowed one (1) additional single faced sign per street frontage.

j. Materials. The sign(s) shall be constructed of ornamental metal, stone, brick, masonry, or other permanent material, which architecturally complements the architectural style of the residential development.

(2) Subdivision development signs.

a. One (1) temporary on\_site subdivision sign may be permitted for subdivisions, identifying the name of the development, company and general contractor.

1. On parcels over fifty (50) acres in size a temporary sign shall not exceed sixty\_four (64) square feet.

2. On parcels less than fifty (50) acres in size a temporary sign shall not exceed thirty\_two (32) square feet.

b. Subdivision development signs shall not be located closer than twenty (20) feet to any property line.

c. Subdivision development signs which do not exceed sixty\_four (64) square feet do not require a permit under this article. All other subdivision development signs require a permit.

(b) Residential professional districts. The following provisions govern signage in residential professional districts.

(1) Ground signs.

a. All signs shall be ground signs.

b. Ground signs may not be permitted on vacant property.

c. One (1) ground sign per parcel for each primary street frontage shall be permitted. The maximum allowable copy area is twenty\_four (24) square feet.

d. Height.

1. Ground signs fronting on two (2) lane highways shall not exceed eight (8) feet in height.

2. Ground signs fronting on four (4) lane divided highways shall not exceed twelve (12) feet in height.

3. The height of any ground sign shall be measured from the finished grade or the roadway, whichever is higher, to the top of the sign face.

e. Setbacks.

1. The minimum setback from the right\_of\_way line shall be five (5) feet.

2. The minimum setback from any side or rear yard property line shall be ten (10) feet.

3. The minimum setback from any residential zoning district shall be twenty (20) feet.

f. Design.

1. Vertical structure supports for ground signs shall be concealed in an enclosed base. The width of such enclosed base shall be equal to at least one\_half ( 1/2) the horizontal width of the sign surface.

2. The base shall be of an architectural style similar to that of the principal building to include split face block, finished metal or brick or stucco finish.

g. Sign landscaping. A landscaped planting area a minimum of one hundred (100) square feet in size shall be provided around the base of any ground sign. The landscape shall include shrubs and groundcover. The landscape area shall be counted towards the minimum landscape and pervious area requirements for a site.

h. Sign illumination. Ground signs may be illuminated internally or externally. The source of externally illuminated signs shall be installed so that it is arranged or screened as to not shine, glare or adversely impact adjacent properties or roadways.

(2) Wall signs are permitted with a maximum allowable copy area of twenty\_four (24) square feet.

(3) Projecting signs.

a. Projecting signs may be substituted for wall signs.

b. Projecting signs shall not project more than four (4) feet from the building wall on which the sign is attached.

c. Projecting signs shall be a minimum of twelve (12) feet above ground level.

d. Projecting signs shall not project above the roofline of the building to which it is attached.

(4) Awning signs. The sign area shall be counted toward the total wall sign area allowed for the single occupancy site.

(c) Commercial districts. The following provisions govern signage in commercial and public districts.

(1) Single occupancy commercial sites.

a. Ground signs.

1. All signs shall be ground signs.

2. Ground signs may not be permitted on vacant property.

3. One (1) ground sign per parcel for each primary street frontage shall be permitted. The maximum allowable copy area is:

i. Sites on designated arterial roadways is sixty (60) square feet per face.

ii. Sites on designated collector roadways is forty (48) square feet per face.

iii. Sites on all other roadways are thirty\_two (32) square feet per face.

4. If a single occupancy business has multiple frontages with an architectural design indicating front street orientation to both frontages, an additional ground sign shall be permitted with a maximum square footage of up to fifty (50) percent of that allowed on the primary frontage.

## 5. Height.

- i. Ground signs fronting on two (2) lane highways shall not exceed eight (8) feet in height.
- ii. Ground signs fronting on four (4) lane divided highways shall not exceed twelve (12) feet in height.
- iii. The height of any ground sign shall be measured from the finished grade or the roadway, whichever is higher, to the top of the sign face.

## 6. Setbacks.

- i. The minimum setback from the right\_of\_way line shall be five (5) feet.
- ii. The minimum setback from any side or rear yard property line shall be ten (10) feet.
- iii. The minimum setback from any residential zoning district shall be twenty (20) feet.

## 7. Design.

- i. Vertical structure supports for ground signs shall be concealed in an enclosed base. The width of such enclosed base shall be equal to at least one\_half ( 1/2) the horizontal width of the sign surface.
- ii. The base shall be of an architectural style similar to that of the principal building to include split face block, finished metal or brick or stucco finish.

8. Sign landscaping. A landscaped planting area a minimum of one hundred (100) square feet in size shall be provided around the base of any ground sign. The landscape shall include shrubs and groundcover. The landscape area shall be counted towards the minimum landscape and pervious area requirements for a site.

9. Sign illumination. Ground signs may be illuminated internally or externally. The source of externally illuminated signs shall be installed so that it is arranged or screened as to not shine, glare or adversely impact adjacent properties or roadways.

### TABLE INSET:

Building Size (Gross Floor Area) Maximum Copy area 32 square feet Table 6.4.1 Maximum copy area standards for stand alone single tenant signs and individual tenant copy within a multi tenant sign.

(2) Wall signs are permitted with a total of one (1) square foot of copy area for signage allowed for each linear foot of right\_of\_way frontage, up to one hundred fifty (150) square feet. Single occupancy businesses with multiple frontage may be permitted an additional sign area of one\_half ( 1/2) square foot for each linear foot of secondary building frontage; provided that the same or similar facade treatment is used on both front an side and there is an entrance to the general public on such sides.

(3) Multiple occupancy commercial sites.

a. Commercial center identification ground signs.

1. Multi\_tenant commercial shopping centers and office complexes shall be permitted signage under this section. A center identification ground sign shall be located on the site and shall be limited to the name of the center and/or the names of the occupants of the center.

2. Maximum sign area. Sign area shall be in addition to the sign area allowed for the individual occupants and shall be based on the gross leasable areas (GLA) within the centers.

i. Centers of seventy\_five thousand (75,000) square feet or more shall be a maximum of one hundred and twenty (120) square feet.

ii. Centers of ten thousand (10,000) square feet to seventy\_five thousand (75,000) square feet shall be a maximum of seventy\_five (75) square feet.

iii. Centers up to ten thousand (10,000) square feet shall be a maximum of sixty (60) square feet.

3. One (1) additional ground sign, not to exceed sixteen (16) square feet may be permitted for the major tenant provided that there is a minimum six hundred\_foot separation between signs.

4. If the building has multiple frontage with an architectural design indicating front street orientation to both frontages, an additional ground center identification Sign shall be permitted with a maximum square footage of up to fifty (50) percent of that allowed on the primary frontage.

5. Height. The maximum height for any commercial center sign shall be:

i. Twenty (20) feet for centers of seventy\_five thousand (75,000) square feet or more.

ii. Sixteen (16) feet for centers of ten thousand (10,000) square feet to seventy\_five thousand (75,000) square feet.

iii. Twelve (12) feet for centers up to ten thousand (10,000) square feet.

iv. Shall be measured from the finished grade level or crown of the road which ever is greater to the top of the sign face.

6. Setbacks.

i. Fifty (50) feet from any side lot lines, or equidistant from side lot lines.

ii. The minimum setback from the right\_of\_way line shall be five (5) feet.

7. Support base. The ground sign base shall be encased or provide external support and meet the following standards.

## 8. Sign landscaping.

i. A landscaped planting area a minimum of one hundred (100) square feet in size shall be provided around the base of any ground sign. The landscape shall include shrubs and groundcover. The landscape area shall be counted towards the minimum landscape and pervious area requirements for a site.

ii. Base shall not be intended or designed to include messages and shall not include colors, trademarks, or any other decorative design features that are primarily intended to attract attention, rather than be unobtrusive or compatible with the architecture of the building or other site features.

iii. A minimum width of thirty\_six (36) inches of landscaping shall be incorporated around the base to include low growing shrubs and ground cover and/or flowering annual to promote color.

### b. Shopping center wall signs.

1. Wall signage for individual businesses in shopping centers shall be allowed a sign area of one (1) square foot for each linear foot of building front not to exceed one hundred and fifty (150) square feet per building front.

2. Individual businesses in a shopping center with multiple frontage may be permitted an additional sign area of one\_half ( 1/2) square foot for each linear foot of building frontage; provided that the same or similar facade treatment is used on both front and side and there is an entrance to the general public on such sides.

(d) Industrial districts. The following provisions govern signage in industrial districts.

### (1) Ground signs.

a. All signs shall be ground signs.

b. Ground signs may not be permitted on vacant property.

c. One (1) ground sign per parcel for each primary street frontage shall be permitted as follows:

1. Sites on designated arterial roadways is sixty (60) square feet per face.

2. Sites on designated collector roadways is forty\_eight (48) square feet.

3. Sites on all other roadways is thirty\_two (32) square feet per face.

### d. Height.

1. Ground signs fronting on two (2) lane highways shall not exceed eight (8) feet in height.

2. Ground signs fronting on four (4) lane divided highways shall not exceed twelve (12) feet in height.

3. The height of any ground sign shall be measured from the finished grade or the roadway, whichever is higher, to the top of the sign face.

4. Shall be measured from the finished grade level or crown of the road which ever is greater to the top of the sign face.

5. The maximum clearance of the bottom of the sign face of any ground sign shall be two (2) feet from the finished grade level or crown.

### e. Setbacks.

1. The minimum setback from right\_of\_way line shall be five (5) feet.

2. The minimum setback from any side or rear yard property line shall be ten (10) feet.

3. The minimum setback from any residential zoning district shall be twenty (20) feet.

### f. Design.

1. Vertical structure supports for ground signs shall be concealed in an enclosed base. The width of such enclosed base shall be equal to at least one\_half ( 1/2) the horizontal width of the sign surface.

2. The base shall be of an architectural style similar to that of the principal building to include split face block, finished metal or brick or stucco finish.

g. Sign landscaping. A landscaped planting area a minimum of one hundred (100) square feet in size shall be provided around the base of any ground sign. The landscape shall include shrubs and groundcover. The landscape area shall be counted towards the minimum landscape and pervious area requirements for a site.

h. Sign illumination. Ground signs may be illuminated internally or externally. The source of externally illuminated signs shall be installed so that it is arranged or screened as to not shine, glare or adversely impact adjacent properties or roadways.

(2) Wall signs are permitted with a total of one (1) square foot of copy area for signage allowed for each linear foot of right\_of\_way frontage, up to one hundred fifty (150) square feet. Single occupancy businesses with multiple frontage may be permitted an additional sign area of one (1) square foot for each linear foot of secondary building frontage; provided that the same or similar facade treatment is used on both front an side and there is an entrance to the general public on such sides.

### (3) Projecting signs.

a. Projecting signs may be substituted for wall signs.

b. Projecting signs shall not project more than four (4) feet from the building wall on which the sign is attached.

- c. Projecting signs shall be a minimum of twelve (12) feet above ground level.
  - d. Projecting signs shall not project above the roofline of the building to which it is attached.
- (4) Awning signs. The sign area shall be counted toward the total wall sign area allowed for the single occupancy site.
- (5) Directory signs for industrial parks.
- a. Individual sites within an industrial park shall comply with all provisions regarding ground signs and wall signs.
  - b. For multiple occupancy complexes, in addition to ground and wall signage, one (1) directory sign per street frontage, which is accessed by the park, shall be permitted as follows:
    - 1. Sites less than one hundred thousand (100,000) square feet shall be permitted up to forty\_eight (48) square feet.
    - 2. Sites of one hundred thousand one (101,000) square feet or more shall be permitted up to sixty (60) square feet.
  - c. Height. Maximum height shall be:
    - 1. Twenty (20) feet for centers of seventy\_five thousand (75,000) square feet or more.
    - 2. Sixteen (16) feet for centers of ten thousand (10,000) square feet to seventy\_five thousand (75,000) square feet.
    - 3. Twelve (12) feet for centers up to ten thousand (10,000) square feet.
    - 4. Shall be measured from the finished grade level or crown of the road which ever is greater to the top of the sign face.
    - 5. The maximum clearance of the bottom of the sign face of any ground sign shall be two (2) feet from the finished grade level or crown.
  - d. Setbacks. There shall be a minimum setback of five (5) feet from the road right\_of\_way.
  - e. Support base. The ground sign base shall be encased or provide external support and meet the following standards
    - 1. Signs shall be in an enclosed base possessing a minimum width of two\_thirds ( 2/3) the width of the sign.
    - 2. If any support, upright, bracing or framework is utilized or proposed to support a ground sign said support, upright, bracing or framework shall be either:
      - i. Architectural feature. Encased in an ornamental shell of stone, brick, ornamental metal or similar and/or compatible materials with the architecture of the building or other site features; or
      - ii. Background structure. Be constructed of an external support structure extending between grade and the base of the copy area that shall not exceed two (2) supports.
- (6) Building signs.
- a. General standards for building signs.
    - 1. Shall only advertise one (1) person, firm, company, corporation or major enterprise occupying the premises.
    - 2. The sign shall be clearly integrated with the architecture of the building and shall be consistent in design and materials with the architecture of the proposed building. The use of florescent colors is prohibited.
  - b. Types of signs. Building signs shall be limited to wall, canopy, awning, marquee, and projecting signs.
  - c. Maximum number of signs. One (1) building signs are permitted per building frontage. A corner lot shall permit no more than a total of two (2) building signs per tenant.
- (7) Placement. The building signs permitted may be placed on the wall, awnings, or be a projecting sign in compliance with the following standards:
- a. Projecting signs shall be limited to occupants that have a minimum of twenty (20) feet of occupied building frontage provided that:
    - 1. All projecting signs shall not exceed fourteen (14) feet in height and shall have a minimum clearance of eight (8) feet from the ground to the bottom of the sign. A projecting sign may be a minimum of six (6) feet from the ground when it is located above a landscaped area or other area tha

**Subsection 4B**

**District Manager**



# **Subsection 4Bi**

## **Capital Projects List**

Rank	Project Name	Total Combined
1	Resurface beach and lap pools	40
2	Storm Drain work as outlined by Engineer's report	32
3	New Chairs for restaurant and Pub	24
4	Road resurfacing	19
5	Cart Barn Electrical Panel	18
6	Critical repairs or replacements for golf course irrigation pump and pump house.	13
7	Bocce Court repairs	11
8	Road Restriping	11
9	Pool Furniture	9
10	Additional AEDs for maintenance building and restrooms on course	8
11	Removal of trees and root causing damage to buildings and sidewalks / town square	8
12	Pool Repairs in General	8
13	Maintenance Agreement on Pump House Equipment	7
14	Pickle ball court improvements as requested in detailed proposal.	7
15	Repair ventilation in Pump House	6
16	Improve quality of current sound system in Fairfax Hall	6
17	Shade for Pergolas	6
18	Cameron's Run crosswalks and 4-way stop signs	5
19	Sidewalk/ Cart Path Repair	5
20	Bag Stands for Driving Range	5
21	Storage shed and mixing station for golf course chemicals. Code issue?	4
22	Roanoke Berm Upper, (fencing, planting?)	3
23	Add AEDs for the Commons, Fitness Center, & Social Hall	3
24	Move outlets on floor of stage at Fairfax Hall as proposed. Safety issue.	3
25	Removal (or paint over) billboard at entrance	2
26	Add Shuffleboard Courts	2

Name	Ranking	Project	Points
Claire	1	Resurface beach and lap pools	10
Claire	2	New Chairs for restaurant and Pub	9
Claire	3	Additional AEDs for maintenance building and restrooms on course	8
Claire	4	Maintenance Agreement on Pump House Equipment	7
Claire	5	Repair ventilation in Pump House	6
Claire	6	Cameron's Run crosswalks and 4-way stop signs	5
Claire	7	Storm Drain work as outlined by Engineer's report	4
Claire	8	Bocce Court repairs	3
Claire	9	Removal (or paint over) billboard at entrance	2
Claire	10	Removal of trees and root causing damage to buildings and sidewalks in town square	1
Claire		Upgrade electrical panel in cart barn	
Claire		Generator for CDD office building (for power during power outage)	
Claire		Improve quality of sound system in FFH	
Bill	1	Resurface pools, obtain proposal three ways	10
Bill	2	Storm Drain Repairs: \$25,000	9
Bill	3	Road resurfacing: \$50,000	8
Bill	4	Road Restriping, (safety)	7
Bill	5	Restaurant Seating	6
Bill	6	Cart Barn Electrical Panel	5
Bill	7	Sidewalk/ Cart Path Repair \$50,000	4
Bill	8	Roanoke Berm Upper, (fencing, planting?)	3
Bill	9	Add Shuffleboard Courts	2
Bill	10	Road Resurfacing and repairs (\$50,000.)	1

Jim	1	Pool Resurfacing	10
Jim	2	Pool Furniture	9
Jim	3	Pool Repairs in General	8
Jim	4	Resturant Furniture	7
Jim	5	Shade for Pergolas	6
Jim	6	Bag Stands for Driving Range	5

Bob	1	Storm Drain Outlet Assessment / Repair	10
Bob	2	Resurface Both Pools & Repair deck areas as needed	9
Bob	3	Qualified inspection of roof & entire pump house building and its components to identify maintenance needs Repairs as indicated	8
Bob	4	Cart Barn Electrical Panel	7
Bob	5	Improve quality of current sound system in Fairfax Hall	6
Bob	6	Removal of trees causing damage to curbing, sidewalks, and road surface in AR Town Square	5
Bob	7	Roadway Striping	4
Bob	8	Add AEDs for the Commons, Fitness Center, & Social Hall	3
Bob	9	New Chairs for Pub	2
Bob	10	Cart Path Improvements	1

Steve	1	Roadway repairs and improvements as recommended by District Engineer. This would be repairs which must be done in order to prevent further deterioration and increased repair costs.	10
Steve	2	Essential stormwater management repairs and improvements as recommended by District Engineer.	9
Steve	3	Bocce ball courts, new surface.	8
Steve	4	Pickle ball court improvements as requested in detailed proposal.	7
Steve	5	Replace electric panel in cart barn	6
Steve	6	Critical repairs or replacements for golf course irrigation pump and pump house.	5
Steve	7	Storage shed and mixing station for golf course chemicals. Code issue?	4
Steve	8	Move outlets on floor of stage at Fairfax Hall as proposed. Safety issue.	3
Steve	9	If not included in 2022 budget, removal of tree in front of craft room that is impairing structural integrity of building.	2
Steve	10	Pool resurfacing.	1

**Golf Maintenance**

Frank		Pump Station	
Frank		Storage Shelves/Mixing table in chemical shed (needs to be brought up to code	
Frank		Chemical Containment Pad	
Frank		New Tee Markers, signage, trash cans, and other Misc. items for tee boxes	
Frank		Golf Course bathroom fixtures updated restroom interiors painted	
Frank		<b>Golf Operations</b>	
Frank		Self Service Range Ball Dispenser (will be another revenue center)	
Frank		Driving Range Supplies, signage, and other training equipment	
Frank		Re-finish (power coat) dropp off bag racks	
Frank		Range Ball Washer	
Frank		Update cart barn electrical Panel	
Frank		<b>Food &amp; Beverage</b>	
Frank		Resturant chairs	
Frank		Portable events bar	
Frank		New Kitchen equipment (flattop grill and char broiler)	
Frank		Resturant tables	
Frank		New Carpet	

DRAFT  
For Project Prioritization  
4/14/2022  
Capital Maintenance Project Suggestions

Line #	Project Type Expense/Capital	Rank	Year Identified	Proposed FY Year	Project Number	Category	Sub Category	Project Name	Information	Program Work	Phase	Notes From 4.14.22 meeting	Individual Priority Ranking					Line Total	Engineering Estimate (+ 20% Contingency)	Budgetary Estimate (+ 10% Contingency)	Total Estimate	Contracted Amount	Running Total	Submitted by
													Must Do in FY2022 - 2023 "X" if Yes	Safety	Resident Satisfaction	Criticality	Time Sensitive							
1			2022		2022-001	Infrastructure	Roads	Arlington Ridge Road Returfishment (Program)	Purpose To repair roadway within Arlington Ridge prior to them deteriorating to the point of being significantly more expensive to replace. Description •Grind roadways, and install a thin "final coat" of new blacktop •Re-line roadways after installation Strategy Begin a yearly program of re-surfacing sections of roadway. Example: Phase one could include re-surfacing Arlington Ridge Blvd. from the entrance (27) to the town square. Phase Two would begin re-surfacing Arlington Ridge Blvd. at the town square and advance to a determined location.	X							\$ -	\$ -	\$ -	\$ -	Robert Hoover			
2			2022		2022-002	Infrastructure	Roads	Roadway Striping	Misc. Roadway striping to include golfcart lane on AR Blvd. from Cameron's run to the main gate. Various crosswalks and stop bars throughout the property. The striping would refresh and add to resident safety.							\$ -	\$ -	\$ -	\$ -	Bill Middlemiss				
3			2022	2023/2024	2022-003	Infrastructure	Pool	Resurfacing of Beach Pool	This project would resurface the Beach Pool. The pool bottom requires attention and is in need of repair. The Project should occur when least disruptive to the residents.			Clare: All pools should be on the list, not just the beach pool.				\$ -	\$ -	\$ -	\$ -	Bill Middlemiss				
4			2022		2022-004	Infrastructure	Landscaping	Roanoke Drive - Berm Vegetation Installation	Purpose To act as a natural boundary to Arlington Ridge from adjacent properties and serve as a view shed for residents. Project Details Installation of Viburnum bushes, and repairs to associated irrigation system (as required) along the top of the berm that runs along Roanoke Drive and the Arlington Ridge property line. Length of the installation is 1,125 feet. Budgetary estimate derived from a cost per foot average (\$8.75 per foot) on Phase One of vegetation installation. Details •Soil preparation for, and installation of "3 Gallon" Viburnum plants (number to be determined). •Viburnum will be spaced approx. three feet apart equating to +/- 375 plants •Testing and repair of irrigation system already in place							\$ 9,844	\$ -	\$ -	\$ -	Robert Hoover				
5			2022		2022-005	Buildings & Structures	Golf Course	Cart Barn Electrical Panel	Electric Panel is rusted out, and corroded in many areas. Should be replaced now that we have electric carts.FY 2023 recommendation						\$ 12,000	\$ -	\$ -	\$ -	Justin Fox GM					
6			2022	2023/2024	2022-006	Buildings & Structures	Restaurant	Restaurant Refresh	Reinment the space with new furniture, paint, flooring, and decor. Chair quote estimate for entire tavern and Dining Room is \$37,000. FY2023 Recommendation						\$ -	\$ -	\$ -	\$ -	Justin Fox GM					
7			2022		2022-007	Amenities	Golf Course	Course Amenities Upgrade	Refreshing the on-course restroom by painting and replacing fixtures. In addition, completing a full assessment of tee markers, water stations, course signage, and cart traffic control						\$ 15,000	\$ -	\$ -	\$ -	Justin Fox GM					
8			2022		2022-008	Amenities	Golf Course	Range Ball Washer	Routine replacement of range ball washer. FY 2023 Recommendation						\$ 5,000	\$ -	\$ -	\$ -	Justin Fox GM					
9			2022		2022-009	Safety	Golf Course	3 AEDs	Addition of 3 AED's for Maintenance building, and one at each restroom on the course.			Concern from board about theft of devices. No definitive solutions offered.			\$ 4,500	\$ -	\$ -	\$ -	Justin Fox GM					
10			2022		2022-010	Amenities	Golf Course	Practice Area Enhancements	Level tee box and replace irrigation where needed. Also sod where needed beyond the tee box. Potentially use balance of maintenance capex. From course purchase to complete.						\$ 20,000	\$ -	\$ -	\$ -	Justin Fox GM					
11			2022		2022-011	Amenities	Golf Course	Landscape / Beautification	Tee complexes, landscape beds, and other highly visibility areas throughout the facility. Potentially use balance of maintenance capex. From course purchase to complete.						\$ 10,000	\$ -	\$ -	\$ -	Justin Fox GM					
12			2022		2022-012	Buildings & Structures	HVAC Replacement	HVAC Replacement	Routine replacement of HVAC.						\$ 10,000	\$ -	\$ -	\$ -	Justin Fox GM					
13			2022		2022-013	Amenities	Golf Course	Cart Path Improvements	Routine replacement of broken cart paths, and adding sections where needed to improve course conditions						\$ 15,000	\$ -	\$ -	\$ -	Justin Fox GM					
14			2022		2022-014	Amenities	Restaurant	Bar Walk-in Cooler	Walk-in Keg Cooler. Would help with centralized storage of cans, wine, and Kegs providing efficiencies for staff and potentially more flavors of draft beer						\$ 20,000	\$ -	\$ -	\$ -	Justin Fox GM					
15			2022		2022-015	Amenities	Fairfax Hall	Fairfax Hall Kitchen re-do	The kitchen is inadequate for large events. Additional equipment is needed to carry out of large events. A study would need to be completed by an architect to repurpose the kitchen to accommodate more equipment.						\$ 15,000	\$ -	\$ -	\$ -	Justin Fox GM					
16			2022		2022-016	Amenities	Golf Course	Range Utility Vehicle	Routine replacement of utility vehicle used to pick up range balls.						\$ 12,000	\$ -	\$ -	\$ -	Justin Fox GM					
17			2022		2022-017	Amenities	Golf Course	Ag. Mixing Station	Improve current mixing station making it more efficient to load and clean spray rigs.						\$ 15,000	\$ -	\$ -	\$ -	Justin Fox GM					
18			2022		2022-018	Infrastructure	Irrigation	Irrigation - Pump Station Maintenance Agreement	Maintenance Agreement Put in Place						\$ 25,000	\$ -	\$ -	\$ -	Justin Fox GM					
19			2022	2022/2023	2022-019	Amenities	Golf Course	Computers (replacements)	Routine replacement hardware. FY2025 recommendation						\$ 10,000	\$ -	\$ -	\$ -	Justin Fox GM					
20			2022		2022-020	Amenities	Golf Course	Golf Shop Refresh	Routine replacement of fixtures, carpet, and paint.						\$ 10,000	\$ -	\$ -	\$ -	Justin Fox GM					
21			2022		2022-021	Amenities	Golf Course	Vehicle Lift for maintaining of Golf Course equipment	Routine replacement for maintenance building						\$ 8,000	\$ -	\$ -	\$ -	Justin Fox GM					
22			2022		2022-022	Amenities	Golf Course	Greens Renovation	Routine Replacement. FY2027 recommendation						\$ 300,000	\$ -	\$ -	\$ -	Justin Fox GM					
23			2022		2022-023	Buildings & Structures	Admin. Office	Administration Building Carpeting	Replace carpeting in the administration building.						\$ 2,334	\$ -	\$ -	\$ -	Julie Yevich					
24			2022		2022-024	Amenities	Courts	Expand parking area at Commons Area	Expand parking area to allow additional needed parking, especially if additional items are added such as a Pavilion or Shuffleboard						\$ -	\$ -	\$ -	\$ -	Dan Balla					
25					2022-025	Amenities	Courts	Add a Pavilion to the Commons Area	"A Pavilion would provide an outdoor venue where residents could gather for cookouts and/or meetings when the group may be larger than what personal residents can accommodate. It would also provide a healthier environment opposed to indoor gatherings."															
26			2022		2022-026	Amenities	Courts	Add Shuffleboard to Commons Area	Add Shuffleboard courts to the Commons Area. Shuffleboard would provide another activity that is suitable for seniors and provide a form of entertainment during these gatherings.						\$ -	\$ -	\$ -	\$ -	Robert Beall - Lot 817					
27			2022		2022-027	Safety	AEDs	Add AEDs for the Commons, Fitness Center, & Social Hall	None						\$ -	\$ -	\$ -	\$ -	None					
28			2022		2022-028	Safety	Roads	Install crosswalk at ARB & Cameron's Run	None						\$ -	\$ -	\$ -	\$ -	None					
29			2022		2022-029	Buildings & Structures	Fairfax Hall	Update Fairfax Hall Lobby Furniture & Decor	None						\$ -	\$ -	\$ -	\$ -	None					
30			2022		2022-030	Landscaping	Ponds	Install fountain at irrigation pond	None						\$ -	\$ -	\$ -	\$ -	None					
31			2022		2022-031	Safety	Roads	Install four-way stop at ARB & Cameron's Run	None						\$ -	\$ -	\$ -	\$ -	None					
32			2022		2022-032	Buildings & Structures	HVAC Replacement	HVAC Allowance	None						\$ -	\$ -	\$ -	\$ -	None					
33			2022		2022-033	Amenities	Fitness	Fitness Equipment Allowance	None						\$ -	\$ -	\$ -	\$ -	None					
34			2022		2022-034	Infrastructure	Pool	Replace Ladders	None						\$ -	\$ -	\$ -	\$ -	None					
35			2022		2022-035	Amenities	Golf Course	Re-design monuments at community entrance to include golf club.	None						\$ -	\$ -	\$ -	\$ -	None					

DRAFT  
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Capital Maintenance Project Suggestions

Line #	Project Type Expense/Capital	Rank	Year Identified	Proposed FY Year	Project Number	Category	Sub Category	Project Name	Information	Program Work	Phase	Notes From 4.14.22 meeting	Individual Priority Ranking					Engineering Estimate (+ 20% Contingency)	Budgetary Estimate (+ 10% Contingency)	Total Estimate	Contracted Amount	Remaining Total	Submitted by					
													Must Do in FY2022 - 2023 "X" if Yes	Safety	Resident Satisfaction	Criticality	Time Sensitive											
36			2022		2022-036	Infrastructure	Storm Drainage	Storm Drain Outlet Assessment / Repair	Conduct a camera scope assessment and potential repair for the following storm drain outlets 1. Pond P-11-2 (Golf Hole 2) - The mitered end section (MES) at Pond P-11-2 has an accumulation of dirt at the end of the pipe. This dirt should be removed, and consideration given to adding rubble riprap at the pipe termination to prevent future erosion where water exits the pipe. 2. Pond P-12-2 (Golf 3) - The mitered end section on the north side of Pond P-12-2 is blocked with vegetation. This should be cleaned out and allow the water to flow freely into the pond. 3. Pond P-12-2 (Golf hole 3) The mitered end section at the west end of pond has significant erosion surrounding the pipe, as well as the outflow cement feature is listing to one side. The area should be backfilled with compacted dirt, and re-sodded to prevent further erosion. Pipe run should be inspected to ensure the pipe is not damaged (may have contributed to pipes current state) 4. Pond P-15-1 (Golf Course 6) - The mitered end section of the west side of pond is blocked with dirt and vegetation. This should be cleaned out to allow the water to flow freely into the pond. 5. Golf Hole 8 - There is an area of erosion adjacent to the golf cart path just to the southwest of tee box 8. Erosion has been caused by											\$ -	\$ -	\$ -	\$ -	\$ -				Robert Hoover
37			2022		2022-037	Infrastructure	Storm Drainage	Repair "Dip" in road at White Pines Way	None								\$ -	\$ -	\$ -	\$ -	\$ -				None			
38			2022		2022-038	Amenities	Courts	Major upgrade to the Commons area	Horseshoe pit, Pickleball Patio Area, Picnic Area, Shade Structures, Shuffleboard Courts & Storage.								\$ -	\$ -	\$ -	\$ -	\$ -				None			
39			2022		2022-039	Amenities	Courts	Resurface Tennis Court	None								\$ -	\$ -	\$ -	\$ -	\$ -				None			
40			2022		2022-040	Infrastructure	Roads	Street Sign Replacement & Refurbishment	None								\$ -	\$ -	\$ -	\$ -	\$ -				None			
41			2022	2022/2023	2022-041	Amenities	Courts	Existing Bocce Court - Repair & Cleaning	There is a gap on one end of both courts, loose boards. It looks like black tulle on the carpet at the side edges that need to be addressed. The carpet should be replaced. The concert deck should be level. This has been from day one.								\$ -	\$ -	\$ -	\$ -	\$ -				Richard Mooney			
42			2022		2022-042	Amenities	Courts	Add one additional Bocce Court	Do to interest in the facility, an additional court is necessary																			
43			2022		2022-043	Amenities	Courts	Pickleball/Tennis Court/Bocce Area Improvements	1. Install new 4ft high chain link fence between Tennis & Pickle Ball courts 2. Remove Existing bench w/ shade cover 3. Install new benches 4. Purchase & install a small upright storage bin 5. Permanent re-location of bicycle racks nearer parking area <i>(Entire/replace existing Bocce/Pickleball/Tennis bulletin board)</i>								\$ -	\$ -	\$ -	\$ -	\$ -					Dan Perrin		
44			2022		2022-044	Landscaping	Landscaping	Brush Removal, and Erosion Restoration	Project Description 1. Remove tree trunks, limbs, and brush from the Arlington Ridge Property line near the corner of Roanoke Drive & Heritage Trail. 2. Restore soil depleted by erosion and golf cart travel 3. Install erosion preventative measures Budgetary Estimate Budgetary Estimate - \$4,000 (+/- 20%)								\$ 4,000	\$ -	\$ -	\$ -	\$ -					Robert Hoover		
45			2022		2022-045	Infrastructure	Signage	Removal of Billboard on Front Property of Arlington Ridge	Purpose As it is no longer needed, or up to Leesburg code, the advertising billboard on the front/north property needs to be removed. Project Details •Removal and disposal of billboard sign, wood cross bracing, and seven wooden poles •Back fill of holes remaining from pole removals •De-energization and removal of four flood lighting fixtures for billboard •De-energization and removal of four flood lighting fixtures at the front / south side of the Arlington Ridge Property									\$ 7,500	\$ -	\$ -	\$ -	\$ -					Robert Hoover	
46			2022		2022-046	Amenities	Memorial	Design & Installation of a Veteran / Fire Responder Memorial	Purpose To provide an honorary memorial to those lost in service to their country and its citizens. Description •Concept is that the memorial will contain five flag poles and flags. One flag for each branch of service •It will also be landscaped to compliment the flagpole formation •Memorial bricks will be sold to offset costs, but the installation of those bricks will be included in this budget amount •Lighting fixtures, and work necessary to run electric to the fixtures •The purchase of flags (three flags for each pole as they will need replacement every 8 to 12 months) •The installation of two to four benches at the memorial site									\$ 8,000	\$ -	\$ -	\$ -	\$ -					Robert Hoover	
47			2022		2022-047	Infrastructure	Safety	Removal of trees causing damage to curbing, sidewalks, and road surface in AR Town Square	Purpose To remove four to six trees in the Arlington Ridge Town Square that are causing damage to roadways, curbs, and sidewalks. Description •Cut down, and remove destructive Trees •Re-plant with alternate foliage that will not cause damage to surrounding infrastructure			Sidewalk inspection and repair is a Program. Board discussion suggests inspections should occur every year.						\$ -	\$ -	\$ -	\$ -	\$ -					Robert Hoover	
48			2022		2022-048	Infrastructure	Safety	Repair Sidewalk slabs & curbing damaged by tree roots	Remove sidewalk slabs and curbing that are creating a safety hazard at various locations in Arlington Ridge.	X							\$ 18,000	\$ -	\$ -	\$ -	\$ -					Robert Hoover		
49			2022		2022-049	Amenities	Safety	Install lighting, cameras, and electric hookups for AR RV Lot	Increase security, safety, and useability of the Arlington Ridge RV Lot by installing overhead lighting, cameras, and electric hookups (for RV use).								\$ -	\$ -	\$ -	\$ -	\$ -					Robert Hoover		
50			2022		2022-050	Infrastructure	Cap Improvements	Removal of mobile trailers at the AR Maintenance Facility	Purpose To remove two trailers that are not needed, and in poor shape from the Arlington Ridge Maintenance Facility. Details •Disconnect water, sewer, and electric from two trailers •Cap-off water & Sewer pipes •Remove two trailers from property •Grapple, and install blackout in place of trailers									\$ -	\$ -	\$ -	\$ -	\$ -					Robert Hoover	
51			2022		2022-051	Landscaping	Irrigation	Irrigation adopted as a program at AR	Irrigation trouble spots should be addressed in sections every year as cost allows									\$ -	\$ -	\$ -	\$ -	\$ -					Robert Hoover	
52			2022		2022-052	Buildings & Structures	Golf Course	Upgrade amperage of electrical breaker panel in golf cart shed	The current electrical main is rusting, and needs replacement. Consider upgrading to larger than 200 amp that is currently in place. Justin will get three quotes for upgrade.									\$ -	\$ -	\$ -	\$ -	\$ -					Robert Hoover	
53			2022	2023/2024	2022-053	Amenities	Golf Course	Replace / upgrade tee markers and signage	Signs and tee markers are outdated, and need to be replaced									\$ -	\$ -	\$ -	\$ -	\$ -					Robert Hoover	
54			2022	2023/2024	2022-054	Amenities	Golf Course	Golf course pump	One of the major irrigation pumps is near its end of life and should be replaced before it fails. Consider purchase of pump and have in stand-by position until old pump fails.									\$ -	\$ -	\$ -	\$ -	\$ -					Robert Hoover	
55			2023		2022-055	Infrastructure	Pool	Resurface of Lap Pool																			Claire Murphy	
56			2022		2022-056	Infrastructure	Pool	Resurface Jacuzzi																			Robert Hoover	
57			2022		2022-057	Infrastructure	Admin. Office	Install Generator to allow operation of Office During Power Outages	In the event of storms, disasters I would be critical for the Arlington Ridge Community to have a functional Command Center. Providing for electrical power would be essential.																		Robert Hoover	
58			2022	2023/2024	2022-058	Infrastructure	Signage	Repair/Replace "Arlington Ridge" lighted sign on both sides of the front entrance.	Current lighted signs are old and frail. They will not last much longer. Planning for replacement is necessary.																			
59			2022	2022/2023	2022-059	Infrastructure	Signage	De-energize and remove four (4) lighting fixtures (spot lights) located south of the Arlington Ridge Main Entrance.	These fixtures were install to illuminate a sign that is no longer in existence. Power has to be cut to these fixtures, and the fixtures need to be removed. Currently the bulbs have been removed, but power is still going to fixtures.																			

DRAFT  
For Project Prioritization  
4/14/2022  
Capital Maintenance Project Suggestions

											Individual Priority Ranking														
											Rate Each Box From 0 to 5 for each line item - 0=Low 3=Medium 5=High														
Line #	Project Type Expense/Capital	Rank	Year Identified	Proposed FY Year	Project Number	Category	Sub Category	Project Name	Information	Program Work	Phase	Notes From 4.14.22 meeting	Must Do in FY2022 - 2023 "X" if Yes	Safety	Resident Satisfaction	Criticality	Time Sensitive	Line Total	Engineering Estimate (+ 20% Contingency)	Budgetary Estimate (+ 10% Contingency)	Total Estimate	Contracted Amount	Remaining Total	Submitted by	
60			2022	2022/2023	2022-060	Infrastructure	Irrigation	Ventilation system repaired/replaced																	
61			2022	2023/2024	2022-061	Infrastructure	Irrigation	Rusted Valve & Flange replacement																	
62			2022	2022/2023	2022-062	Infrastructure	Irrigation	Maintain Electrical Panel painted where rust exists (interior)																	
63			2022	2022/2023	2022-063	Infrastructure	Irrigation	Maintain Electrical Panel Painted where rust exists (Exterior)																	
64			2022	2022/2023	2022-064	Infrastructure	Irrigation	Qualified inspection of roof & entire pump house building and its components to identify maintenance needs																	
65			2022	2022/2023	2022-065	Buildings & Structures	Sales Center	Renovate interior, outside repairs, remove sign	This is an obligation under contract and must be completed.																
66			2022	2022/2023	2022-066	Amenities	Fairfax Hall	Improve quality of current sound system																	

# **Subsection 4D**

## **Field Manager**

# **Subsection 4Di**

## **Field Report**



# **OCTOBER FIELD INSPECTION REPORT**

**Arlington Ridge CDD**

**Tuesday, October 4, 2022**

**Prepared For Board Of Supervisors**

**43 Items Identified**



**Item 1**

Assigned To Floralawn

Cut hedges to make a walk way to lifesaver to be able to reach easier.



**Item 2**

Assigned To Floralawn

Trim hedges by beach pool.



**Item 3**

Assigned To Floralawn  
Trim hedges by fence near spa.



**Item 4**

Assigned To Floralawn  
Trim hedges by spa area.





**Item 5**

Assigned To Floralawn

Trim hedges by walkway towards spa.



**Item 6**

Assigned To Floralawn

Trim hedges by tree of beach pool.



**Item 7**

Assigned To Inframark Field Staff  
Pressure wash pool filters cabins



**Item 8**

Assigned To Floralawn  
Trim hedges by theater area.





**Item 9**

Assigned To Inframark Field Staff  
Pressure columns by theater.



**Item 10**

Assigned To Inframark Field Staff  
Remove debris from emergency exit  
stair way by Theater.



**Item 11**

Assigned To Floralawn  
Trim hedges by Fairfax Hall.



**Item 12**

Assigned To Floralawn  
Remove weeds by back entrance  
area of Fairfax Hall.





**Item 13**

Assigned To Floralawn  
Remove weeds on the back side of  
Fairfax Hall.



**Item 14**

Assigned To Floralawn  
Trim bushes near golf shack.





**Item 15**

Assigned To Inframark Field Staff  
Pressure wash your walking entrance  
near restaurant and pro shop.



**Item 16**

Assigned To Floralawn  
Trim hedges near admin parking.



**Item 17**

Assigned To Inframark Field Staff  
Repaint all Stop Bar throughout community.



**Item 18**

Assigned To Inframark Field Staff  
Pressure wash long column by middle area of town square.





**Item 19**

Assigned To Inframark Field Staff  
Figure out why GFI outlets are not working.



**Item 20**

Assigned To Inframark Field Staff  
Install back the plastic cover to door stopper of Men's Bathroom near pool.



**Item 21**

Assigned To Inframark Field Staff  
Contact pest control vendor to see to block squirrels from nesting in this area near coffee shop pick up window.



**Item 22**

Assigned To Inframark Field Staff  
Fix loose magnet for pool gate.





**Item 23**

Assigned To Floralawn  
Trim hedges by parking lot for restaurant and admin building.



**Item 24**

Assigned To Floralawn  
Trimming has been completed for golf cart path.



**Item 25**

Assigned To Inframark Field Staff  
Pull up wind screens for pickle ball courts



**Item 26**

Assigned To Inframark Field Staff  
Contact tennis court vendor to replace broken pad protect for light post of pickle ball court and tennis court.





**Item 27**

Assigned To Inframark Field Staff  
Put back up wind screens for tennis court.



**Item 28**

Assigned To Floralawn  
Remove debris and weeds from beds behind tennis court.



**Item 29**

Assigned To Floralawn

Pick up broken tree branch on course near guard shack.



**Item 30**

Assigned To Inframark Field Staff

Used cob-web duster to clean lights by guard shack.





**Item 31**

Assigned To Floralawn  
Pick up broken tree branch by dog  
walk trail on Roanoke Dr.



**Item 32**

Assigned To Inframark Field Staff  
Pressure wash paver by spa entrance.



**Item 33**

Assigned To Inframark Field Staff  
Lights out for front admin building.  
Replace light bulbs.



**Item 34**

Assigned To Floralawn  
Really low tree branch by golf cart  
entrance on White Plains Ways.





**Item 35**

Assigned To Inframark Field Staff  
Street light lamp cover loose must be put back into place on Arlington Ridge Blvd near Bathrooms.



**Item 36**

Assigned To Inframark Field Staff  
Pressure wash sidewalk by Spa area.



**Item 37**

Assigned To Floralawn

Remove weeds from sidewalks near pool entrance.



**Item 38**

Assigned To Floralawn

Remove weeds from mulch bed near pool filter area.





**Item 39**

Assigned To Floralawn  
Trim down hedges on Arlington  
Ridge Blvd.



**Item 40**

Assigned To Floralawn  
Remove weeds and remove branch  
that is hitting floor near pickle ball  
court area.





**Item 41**

Assigned To Floralawn

Pick up debris near fence near main entrance and golf course area.



**Item 42**

Assigned To Floralawn

Pickup up tree branch near lake on Independence Trail.



### Item 43

Assigned To Inframark Field Staff  
Add new beware of alligator sign  
near lake on Arlington Ridge Blvd as  
old sign fell into the lake cause of  
the storm.



**Chris Semko**  
**Branch Manager**  
**October 10, 2022**

**Arlington Ridge CDD: Responses to items listed in Report:**

1. Not a problem. Where would you like the walkway?
2. We will take care of this. Again we do this monthly
3. We will take care of this. Again we do this monthly
4. We will take care of this. Again we do this monthly
5. We will take care of this. Again we do this monthly
6. We will take care of this. Again we do this monthly
7. N/A
8. We are rotating through the property
9. N/A
10. N/A
11. We will be trimming this area in the next two weeks
12. We will address
13. Areas will be weedeated
14. Area will be taking care of in the next couple weeks
15. N/A
16. Normal trimming pattern. In the next two weeks
17. N/A
18. N/A
19. N/A
20. N/A
21. N/A
22. N/A
23. In the normal rotation of trimming
- 24. Floralawn does NOT maintain this area. It is indigo. Please remove**
25. N/A
26. N/A
27. N/A
28. No problem we will address
29. No problem we will address
30. N/A
31. No problem we will take care of it
32. N/A
33. N/A
34. This is a golf course area. Don't mind helping but we have never touched this area
35. N/A
36. N/A
37. Weeds are a weekly activity. We will address
38. Weeds are a weekly activity. We will address
39. Area was addressed last week 10/4





- 40. Area was addressed last week 10/4
- 41. Debris will be picked up
- 42. Debris will be picked up
- 43. N/A

# Lawn & Ornamental Report

Contractor: Floralawn Inc.

Property: Arlington Ridge

Date: 9 / 1 / 19 / 22

**Applicator Information:**

Name - Cory Somerlat

Turf Application

Scheduled Application

I.D. Card # - JE204995

Ornamental Application

Service Call

**Turf Application Information**

**Ornamental Application Information**

Fertilization	Weed Control	Disease & Insect	Fertilization	Disease & Insect
Liquid: <input checked="" type="checkbox"/> Granular: <input type="checkbox"/> 1) Analysis: <u>32-0-0</u> Application Rate: <u>4 GAL</u> <small>(lbs. N / 1000 Sq. Ft.)</small> Area(s) Treated: <u>Ldd</u>  2) Analysis: <u>iron</u> Application Rate: <u>4 GAL</u> <small>(lbs. N / 1000 Sq. Ft.)</small> Area(s) Treated: <u>Ldd</u>  Report Item #(s): _____	Liquid: <input checked="" type="checkbox"/> Herbicide(s) Used: 1) <u>Avenue south</u> 2) <u>Control</u> Area(s) Treated: <u>Ldd</u>  Granular: Herbicide Used: 1) _____ Area(s) Treated: _____  Report Item #(s): _____	Fungicide / Insecticide Used: 1) <u>Bifen XTS</u> Target Pest: <u>Turf damaging insects</u> Area(s) Treated: <u>Ldd</u>  2) <u>demision 2L</u> Target Pest: <u>Turf damaging insects</u> Area(s) Treated: _____  Report Item #(s): _____	Liquid: <input checked="" type="checkbox"/> Granular: <input type="checkbox"/> 1) Analysis: <u>20-20-20</u> Palms: _____ Annuals: <input type="checkbox"/> Plants: <input checked="" type="checkbox"/> All Selected <input type="checkbox"/> 2) Analysis: <u>iron</u> Palms: _____ Annuals: <input type="checkbox"/> Plants: <input checked="" type="checkbox"/> All Selected <input type="checkbox"/> Report Item #(s): _____	Fungicide / Insecticide Used: 1) <u>T-storm</u> Target Pest: <u>fungus</u> Plants(s) Treated: <u>All</u> 2) <u>Crosscheck</u> Target Pest: <u>(herb damage) All insects</u> Plants(s) Treated: <u>All</u> 3) _____ Target Pest: _____ Plants(s) Treated: _____ Report Item #(s): _____

**Comments & Observations:**

Cory Somerlat  
 Technician's Signature

[Signature]  
 Manager's Signature

# **Subsection 4Dii**

## **Floralawn Addendum**



734 South Combee Road  
Lakeland, FL 33801

863-668-0494 – Phone  
863-668-0495 – Fax

[www.floralawn.com](http://www.floralawn.com)

## Arlington Ridge CDD Maintenance Area Addendum

**October 12, 2022**  
*Proposal valid for 60 days*

We hereby propose the following for your review:

## Landscape Management

Service	Monthly	Yearly
Landscape Maintenance	\$400	\$4,800

## Scope of Services

### Mowing

Rotary lawn mowers will be used with sufficient power to leave a neat, clean, and uncluttered appearance **40 times** per calendar year (Floritam) and **40 times** per calendar year (Bahia) depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season **April through September** and every other week during the non-growing season or as needed **October through March**. No sit down mowers, stand up mowers only.

### Trimming

Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by a string trimmer. When string trimming, a continuous cutting height will be maintained to prevent scalping.

### Edging

All turf edges of walks, curbs, and driveways shall be performed every mowing (**40 times** per year). A soft edge of all bed areas will be performed every other mowing (**20 times** per year). A power edger will be used for this purpose. A string trimmer may be used only in areas not accessible to a power edger.

### Customer Authorized Signature

\_\_\_\_\_  
Signature

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

**Subsection 4E**

**General Manager**



## September 2022

### General Manager's Report

#### Golf Operations

- August and September completed a great summer of golf at Arlington Ridge. Rounds were up 1,229 to budget and 902 to prior year. Revenue looks to maintain at a good pace moving into our new fiscal year.
- Financial Overview – August and September Financials
  - The golf course has seen a steady increase in group play throughout the weeks. Adding that to our Labor Day Scramble and 9/11 Memorial Tournament we were able to have a great year of golf. Combined Net Incomes (Profit) finished at \$20,637 ahead of budget. Year to Date Net Income is \$278,630, which is \$144,622 better than budget.
  - The 9/11 Memorial Tournament was a huge success and allowed us to raise \$5,065 for the Tunnel to Tower Foundation.
- Moving Forward
  - The beginning of our 2023 season is just around the corner. We will kick it off with the Arlington Ridge Member-Guest Tournament. This gives members an opportunity to show-off their course to family and friends.
  - Plans to operate a first-class training academy are starting to come together and looks to be a great addition to the Arlington Ridge Golf Club.... Stay tuned for more information.

#### Food & Beverage

- Food and beverage costs are still struggling to level out. Minimal cost decreases in some areas, we are still not seeing any consistency in pricing structures.
- Still having challenges filling and retaining front of house and back of house positions. The move to two separate menus, one for lunch and the other for dinner, has eased the pressure of staffing and has helped our efforts to get cost of goods under control.
- Financial Overview – August and September Financials
  - August and September followed the summer trend of great revenue months. Total revenue was \$149,594, which is \$59,848 better than budget and \$43,025 ahead of last year.



- Moving forward
  - The staff is looking forward to hosting some great community events in the upcoming season. Oktoberfest, Thanksgiving Dinner, and Holiday Gala are just to name a few.
  - We are also working with clubs like Friday Follies, bocce groups, and different block party committees with setting up their upcoming events.

### **Golf Course Maintenance**

- While the search for a new superintendent continues, our interim superintendent has been a great asset in keeping the maintenance team focused daily responsibilities and detailed projects.
- The course is in good condition as we head out of summer and we are positioned well for the busy season.
- The entire team handled preparing for and cleaning up after Hurricane Ian extremely well. We were able to get the golf course up and running by 1:00pm the day after the storm had passed through.

### **Key Performance Highlights**

- Revenue continued its strong run, and the property is \$499,473 ahead of budget through September.
- Golf along with Food and Beverage continue to perform well. Net Income through September is \$134,247 which is \$153,451 ahead of budget.
- The dedication of the entire Arlington Ridge team played a large part in our success over the past twelve months.

### **Key Performance Issues**

- Hiring still has its challenges, even with adjustments made to our daily operational procedures. We still struggle to find the few employees needed.
- Product availability & the affected food supply chain have started to turn around. We still feel a significant impact in our efforts in reaching our food cost goals.

# **Section 5**

## **Business Items**

# **Subsection 5A**

## **Allied Universal Security**

**From:** [Resident Services](#)  
**To:** [Montagna, Angel](#)  
**Subject:** Fw: 2023 Rate increase proposal - Arlington Ridge  
**Date:** Tuesday, October 4, 2022 2:24:24 PM  
**Attachments:** [image.png](#)  
[image.png](#)  
[image.png](#)  
[image.png](#)  
[Outlook-qydbofkc.png](#)  
[Outlook-gqozk1pz.png](#)  
[Outlook-3xoixyva.png](#)

---

FYI- guard shack supervisor

Best Regards,

**Jackeline Garcia**  
**Resident Services Coordinator**  
**Community Development District**  
4463 Arlington Ridge Blvd  
Leesburg, FL 34748  
(O)352-728-2186 Ext.1401  
[resident@arlingtonridgecdd.org](mailto:resident@arlingtonridgecdd.org)  
[www.arlingtonridgecdd.org](http://www.arlingtonridgecdd.org)  
**Office Hours: Tuesday-Friday 9am to 4pm**



**PLEASE DO NOT REPLY ALL IN ORDER TO AVOID A POSSIBLE SUNSHINE VIOLATION**

**Please note:** Florida has a very broad public records law. Most written communications to or from districts regarding business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure. Please do not reply "to all".

**👉 Go Green: Please do not print this e-mail unless you really need to!**

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**From:** Cabrera, Jonathan <Jonathan.Cabrera@aus.com>  
**Sent:** Tuesday, October 4, 2022 2:16 PM  
**To:** Resident Services <resident@arlingtonridgecdd.org>  
**Subject:** 2023 Rate increase proposal - Arlington Ridge

Good Afternoon Jackeline,

Hope all is well. I'd like to take this opportunity to thank you for the partnership with us. I'd like to present the 2023 rate increase proposal.

I put together some additional labor data I wanted to share. See below

- In consideration to record inflation, which has been reflected in the June CPI release (Excerpt Below), We are requesting that you review our proposal with the evaluation of what the common human being needs to earn in order to live in the market they work, note:

*The all-items index increased 8.6 percent for the 12 months ending May, the largest 12-month increase since the period ending December 1981. The all items less food and energy index rose 6.0 percent over the last 12 months. The energy index rose 34.6 percent over the last year, the largest 12-month increase since the period ending September 2005. The food index increased 10.1 percent for the 12-months ending May, the first increase of 10 percent or more since the period ending March 1981.*

- At the Current \$13.50 Base Wage, employees would need to work **65.6 hours per week**, or have **1.6 jobs** in order to afford a 0 bedroom efficiency rental and not be cost-burdened for housing, per NLIHC/HUD .  
(<http://nlihc.org/oor/florida> - Out of Reach 2022: Florida)
- Workers in the Orlando-Kissimmee-Sanford, FL Metropolitan Statistical Area had an average (mean) hourly wage of \$24.41 in May 2020, about 13 percent below the nationwide average of \$28.01 (Data Published in May 2021)  
([https://www.bls.gov/regions/southeast/news-release/occupationalemploymentandwages\\_orlando.htm](https://www.bls.gov/regions/southeast/news-release/occupationalemploymentandwages_orlando.htm))

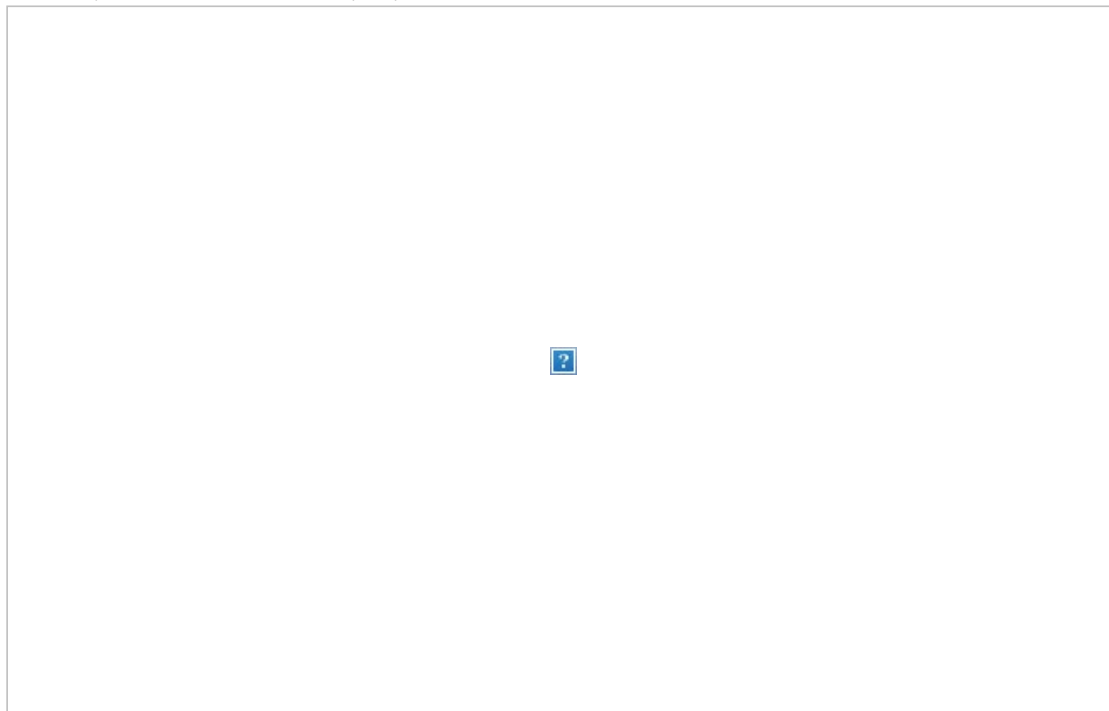


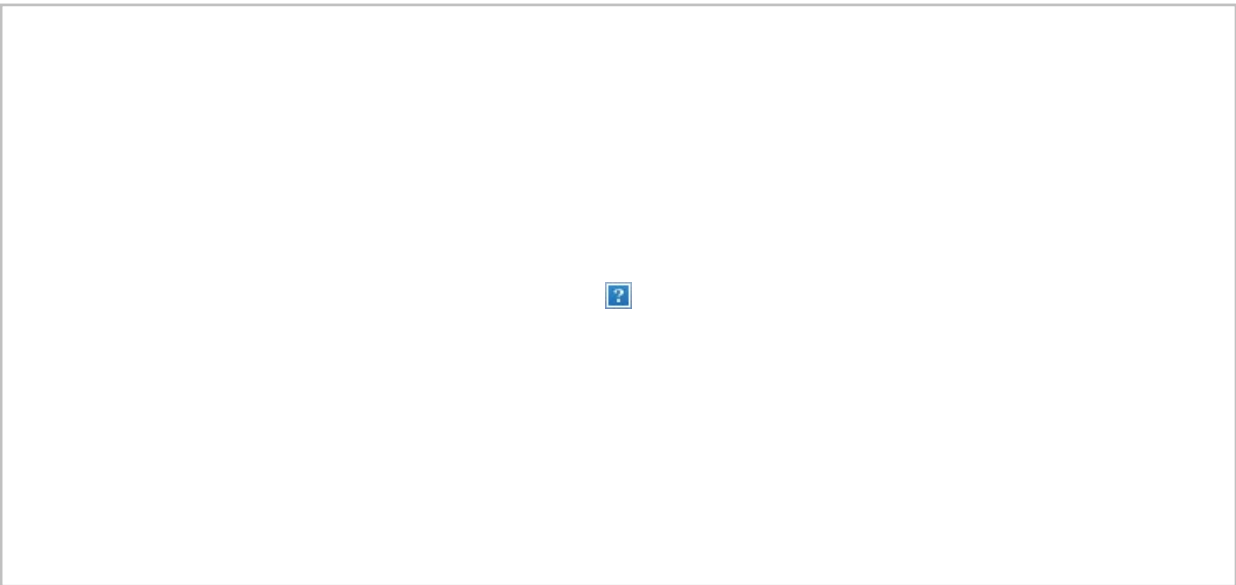
HUD Housing estimates show housing expenses in Orlando will increase another +7% in 2022

([https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2022\\_code/2022summary.odn](https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2022_code/2022summary.odn))

- New NLIHC Report shows Housing Wage (Wage needed to afford a 2 Bedroom, Not Cost Burdened) increased from \$25.40 in 2021 to \$27.35 in 2022 (7.6% Increase). For those the do rent, the annual Mean Renters Wage also increased from \$17.43 to \$20.72 (18.8%). This is the average wage of personnel competing with our Security Officers for Rental Housing.
- Average wage for Protective Service, was \$19.55 per the BLS ([https://www.bls.gov/regions/southeast/news-release/pdf/occupationalemploymentandwages\\_orlando.pdf](https://www.bls.gov/regions/southeast/news-release/pdf/occupationalemploymentandwages_orlando.pdf))
- MIT Calculates the Living Wage for a single adult to be \$18.19 (<https://livingwage.mit.edu/counties/12095>) with 0 Children.
- Service Contract Act for Reference, in accordance with Executive Order 14026 has established a Minimum Wage for Guard I of \$15.00 (<https://sam.gov/wage-determination/2015-4553/19#document>)
- City of Orlando has starting wages for employees and contractors be City Rule of \$15.00 /hr
- The National Low Income Housing Coalition has released their “The GAP, A shortage of Affordable Homes” Report for 2022. ([https://nlihc.org/sites/default/files/gap/Gap-Report\\_2022.pdf](https://nlihc.org/sites/default/files/gap/Gap-Report_2022.pdf))
  - Orlando ranked top 3 in the nation for Most Severe shortage of Rental Homes Affordable to Extremely Low-Income Households across the 50 Largest Metropolitan Areas (ELI is equivalent to \$10.21 /hr)
  - Officers assigned to the Piedmont, with wages of \$13.50, would be considered VERY LOW INCOME (VLI): refers to household income that is less than 50% of AMI (\$40,500(\$19.25/hr)). Based on this the officer population is Severely Cost Burdened for their housing costs when considering a 1 or 2 bedroom rental.
    - COST BURDEN: Spending more than 30% of household income on housing costs
    - SEVERE COST BURDEN: Spending more than 50% of household income on housing costs
- **Minimum Wage goes to \$11.00 on September 30<sup>th</sup>.**

Allied Universal Currently has an Average Wage in Orange County of \$15.25 at AUS, and \$15.23 across the entire branch (7 Counties). I have also attached 3<sup>rd</sup> party Data as well.





Rate increase proposal



Best Regards,  
*Jonathan Cabrera*  
Client Manager  
Allied Universal Security Services  
851 Trafalgar Ct | Suite 150W | Maitland, FL 32751  
W: 321.280.3100 | C: 407.314.7463 | Jonathan.Cabrera@aus.com  
[www.AUS.com](http://www.AUS.com)



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# **Subsection 5B**

## **Pegasus Engineering**



September 9, 2022

MSC-22073

Ms. Angel Montagna, LCAM  
Regional Manager  
Inframark Infrastructure Management Services  
313 Campus Street  
Celebration, Florida 34747

**Re: Arlington Ridge Community Development District  
Fiscal Year 2022/2023 District Engineer Services**

Dear Angel:

The purpose of this proposal is to respectfully request authorization to provide professional engineering services associated with the above referenced community. Specifically, to perform the following services during Fiscal Year 2022/2023 (from October 1, 2022 through September 30, 2023) for the Arlington Ridge Community Development District (CDD):

1. Prepare for and attend monthly Arlington Ridge Community Development District (CDD) Board of Supervisors meetings. More specifically, attend the CDD meetings on the third Thursday of every month.
2. Prepare for and conduct field reviews with the CDD Board Members and/or Inframark Management Services to investigate known problem areas and/or evaluate potential areas in need of repairs.
3. Review permitted construction plans and drainage calculations to evaluate requested CDD property modifications.
4. Update the CDD Ownership and Maintenance Map and/or the Stormwater Infrastructure Exhibit, as needed.
5. Assist the CDD Board Members and/or Inframark with current and future projects (e.g., stormwater repairs and improvements, roadway pavement markings, golf course maintenance improvements, etc.).



6. Coordinate with subconsultants (e.g., surveyors, geotechnical engineers, and wetland scientists) to provide services requested by the CDD (e.g., CCTV pipe inspections, perform specific-purpose survey services, utility locates, preparation of easement documents, subsurface investigations, pavement cores, etc.).
7. Prepare conceptual plans and cost estimates for future capital projects to solicit / request bids from qualified general contractors.

The above-described services will be performed for an hourly not-to-exceed fee amount of **\$35,000** (refer to the attached Hourly Rate Sheet). Requested subconsultant services, incurred in connection with the above-described work, will be invoiced separately from the labor costs. In case the requested services exceed the anticipated contract amount, Pegasus Engineering will request additional funding, as necessary, to successfully address the requested engineering tasks.

We sincerely appreciate the opportunity to serve as the Arlington Ridge CDD District Engineer. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Respectfully,

PEGASUS ENGINEERING, LLC




David W. Hamstra, P.E., CFM  
Stormwater Department Manager

cc: Jennifer Kilinski, District Counsel

**Arlington Ridge Community Development District  
Fiscal Year 2022/2023 District Engineer Services**

Approved for Pegasus Engineering, LLC

	<u>Principal</u>	<u>September 9, 2022</u>
Fursan Munjed, P.E.	Officer's Title	Date

This Proposal is hereby accepted and authorization to proceed is hereby given.  
(Please return one executed copy of this proposal for our Pegasus Engineering records).

_____	_____	_____
Authorized Signature	Officer's Title	Date

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# Attachment “A”

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## Hourly Rate Sheet

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<b>FISCAL YEAR 2022/2023 HOURLY RATE SCHEDULE</b>	
Senior Project Manager	\$195.00 / Hour
Project Manager	\$190.00 / Hour
Senior Project Engineer	\$180.00 / Hour
Project Engineer	\$150.00 / Hour
Senior Designer	\$100.00 / Hour
Senior CADD / GIS Technician	\$100.00 / Hour
Designer	\$90.00 / Hour
Word Processor / Clerical	\$80.00 / Hour
Mileage	0.56¢ / mile
Copies and Prints (In-House)	
Black and White Copies	
8.5 x 11	\$0.10 / page
11 x 17	\$0.15 / page
Color Copies	
8.5 x 11	\$1.00 / page
11 x 17	\$1.50 / page
Plots (In-House)	
All Color Plots	\$5.00 / SF
All B&W Sizes	\$0.15 / SF
Overnight Delivery	Actual Cost
Courier Services	Actual Cost
Postage	Actual Cost
Government Permits	Actual Cost



# **Subsection 5C**

## **Garden Club Requests**

				Arlington Ridge - Garden Club		9/16/22	
				Pot Location and summary			
Location	Size	Count	Remove /Keep	Comments	Pictures		
Front Gate	13.5H x 29W	4	KEEP	Fill with larger plants / shrubs	1 & 2		
Chatham-AR	25H x 26W	1	REMOVE		3		
Roanoke -AR	22H x 25W	1	REMOVE		4		
Camerons Run-AR	22H x 26W	1	REMOVE		5		
Camerons Run-AR	23H x 26W	1	REMOVE		6		
Antietam Creek	23H x 26W	1	GC Project		7		
Bullrun-AR	21.5H 26W	1	REMOVE		8		
Sap Entrance	29H x 32W	1	REMOVE		9		
	24H x 26W	2	KEEP	Fill with larger plants / shrubs	10		
	11.5H x 20.5W	1	KEEP	Fill with larger plants / shrubs	10		
Pool Entrance	24H x 26W	4	KEEP 2 REMOVE 2	Fill with larger plants / shrubs	11		
Inside Pool	24H x 15W	3	REMOVE		12 & 13		
Theater	24H x 26W	2	KEEP	Fill with larger plants / shrubs	14		
Fairfax	12H x 20.5W	2	KEEP	Fill with larger plants / shrubs	15		
	24H x 26W	3	KEEP	Fill with larger plants / shrubs	16		
Village Green	15H x 16.5W	6	REMOVE		17, 18 & 19		
Aministration-Grill	15H x 16W	2	REMOVE		20		
<b>Total</b>		<b>36</b>					
Sales Office	Did not measure	2					

				Arlington Ridge - Garden Club		9/16/22	
				Pot Location and summary			
Location	Size	Count	Remove /Keep	Comments	Pictures		
Front Gate	13.5H x 29W	4	KEEP	Fill with larger plants / shrubs	1 & 2		
Chatham-AR	25H x 26W	1	REMOVE		3		
Roanoke -AR	22H x 25W	1	REMOVE		4		
Camerons Run-AR	22H x 26W	1	REMOVE		5		
Camerons Run-AR	23H x 26W	1	REMOVE		6		
Antietam Creek	23H x 26W	1	GC Project		7		
Bullrun-AR	21.5H 26W	1	REMOVE		8		
Sap Entrance	29H x 32W	1	REMOVE		9		
	24H x 26W	2	KEEP	Fill with larger plants / shrubs	10		
	11.5H x 20.5W	1	KEEP	Fill with larger plants / shrubs	10		
Pool Entrance	24H x 26W	4	KEEP 2 REMOVE 2	Fill with larger plants / shrubs	11		
Inside Pool	24H x 15W	3	REMOVE		12 & 13		
Theater	24H x 26W	2	KEEP	Fill with larger plants / shrubs	14		
Fairfax	12H x 20.5W	2	KEEP	Fill with larger plants / shrubs	15		
	24H x 26W	3	KEEP	Fill with larger plants / shrubs	16		
Village Green	15H x 16.5W	6	REMOVE		17, 18 & 19		
Aministration-Grill	15H x 16W	2	REMOVE		20		
<b>Total</b>		<b>36</b>					
Sales Office	Did not measure	2					

# **Subsection 5D**

## **Sales Center Committee**



# **Subsection 5Di**

## **Committee Members**

# SALES CENTER COMMITTEE

**BOARD SPONSOR:** STEVE BRAUN

**STAFF REPRESENTATIVE:** BRETT PEREZ

**HOA REPRESENTATIVE:** HOWARD SECHLER

**RESIDENT MEMBERS:**

Doug Main

Theresa Russell

Walter Kolodziej

Brad Lott

Marty Miller

# **Subsection 5Dii**

## **Committee Meeting Schedule**

**SALES CENTER RESIDENT COMMITTEE  
MEETING SCHEDULE**

MONDAY OCTOBER 17, 2022 – 3:00 PM (Organizational Meeting)

MONDAY OCTOBER 24, 2022 – 3:00 PM

MONDAY OCTOBER 31, 2022 – 3:00 PM

WEDNESDAY NOVEMBER 9, 2022 – 6:30 PM (Resident Comments and  
Suggestions)

MONDAY NOVEMBER 14, 2022 - 3:00 PM

ALL MEETINGS AT FAIRFAX HALL



# **Subsection 5E**

## **HVAC Proposals**



Heating • Air Conditioning  
Appliances • Electric

State Cert: CAC032448

**Del Air Heating & A/C Services, Inc.**  
**Commercial Division**  
**531 Codisco Way**  
**Sanford, Fl. 32771**

**Tel: (407)-333-2665**  
**Fax:(407)-333-3853**

**Salesperson:**  
**Estimate #**

PROPOSAL SUBMITTED TO:			FAX NUMBER:		DATE:
Arlington Ridge					September 21, 2022
STREET:			JOB NAME:		
4475 Arlington Ridge Blvd			Curb adapter replacement		
CITY:	STATE:	ZIP:	JOB LOCATION:		
Leesburg	FL	34748			
EMAIL:		DATE OF PLANS:	ATTENTION:	PHONE:	
Brett.Perez@inframark.com					

We submit the following proposal to you in confidence, not to be disclosed to any other person without our prior written consent, to perform HVAC work as shown in the following enumerated plans and specifications.

**Job Specific Items:**

1. Del-Air to provide labor and materials to install Carrier 5 ton package unit and replace curb adapter
2. Re-connect drain line & power
3. Crane Service.
4. Start-up of equipment.

**WARRANTY:**

**INCLUDES ONE YEAR LABOR SERVICE BY DEL-AIR. PARTS & COMPONENTS PER MANUFACTURER’S LIMITED WARRANTY.**

**\$ 16,278.00**

*\*If paying by credit card there will be a 3.5% fee added on\**

**WE PROPOSE** HEREBY TO FURNISH MATERIAL & LABOR / COMPLETE IN ACCORDANCE W/ ABOVE FOR A SUM OF: \$ 16,278.00

**Billing Terms: BILLING**

All material is guaranteed to be as specified. All work to be completed in a workman like order according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate Owner must carry (fire, tornado and other) any necessary insurance. Our workers are fully covered by Workman’s Compensation Insurance.

Michelle Witters, Commercial Estimator

Authorized Signature: \_\_\_\_\_

**NOTE: The proposal may be withdrawn by this company if not accepted within 30 days.**



State Cert: CAC032448

Scope of Work included:

Yes No Existing

1.	Demo existing equipment as directed	X		
2.	Crane service	X		
3.	Install	X		
4.	Re-connect to existing high and low voltage wiring	X		
5.	Re-connect to existing drain line	X		
6.	Re-connect to existing supply and return duct	X		
7.	Drain pan and overflow safety switch			
8.	Install new condenser pad			
9.	T-stats: Programmable			
10.	Start-up and test system	X		
11.	Permitting			
12.	N/A			
13.	N/A			
14.	N/A			
15.	N/A			

Scope of work Excluded:

The following items, their accessories & all labor required for installation are excluded from this proposal In their entirety unless specifically noted otherwise: Certified duct cleaning, no existing code violations inherited, structural support, lagging, architectural access panels, receiving, storing, protecting, hoisting, items provided by other trades, cutting and patching, security bars, below grade pvc pipe chases, smoke detectors, life safety or fire panels, life safety wiring and any items not specifically noted as being included herein.

GENERAL NOTES:

- 1) Any changes made prior to or during construction will result in additional charges.
- 2) All general exhaust & outside air penetrations provided by others.
- 3) All refrigerant & drain penetrations, provided, furnished, & installed by others.
- 4) Bid based on regular hours. Hours are from 8:00am – 5:00pm.
- 5) Bid based on duct work installation prior to interior partition construction.
- 6) Unless specifically noted otherwise standard lead time applies to certain products and services.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Terms & Conditions of HVAC Sales Agreement**

In the event payment is not made promptly in accordance with agreed terms it shall be the seller's option to charge a service charge not exceeding two (2) percent per month. The first service charge becoming due 15 days from the date of the billing of our amount due on the job. In the event of collection by attorney, all attorneys, court costs and other legal fees shall be borne by the buyer; in nonpayment, purchaser agrees to allow seller on premises to remove equipment installed. COD payments are due at the completion of quoted work, not after completion of the inspection. The Sales Agreement shall be binding upon the heirs, successor, or assigns of the parties hereto.

It is understood that the title to all products and equipment covered by the contract remains solely in the seller until the entire purchase price has been paid in full and the manner of installation and/or attachment to any equipment and/or any portion of the building structure in which the installation is made shall not in any manner jeopardize the seller's title.

If compliance with any building ordinance, rule, regulation, or permit in any State, County or City requires changes or additions to be made in premises or buildings, where installation is to be made, such changes or additions shall be made by buyer at his own expense. All purchase orders, contracts, and directives from buyer are hereby made subject to the provisions of this Sales Agreement. The seller's failure to object to any provisions contained in buyers purchase orders, contracts, and directives shall not be deemed a waiver of the terms and conditions of this Sales Agreement. No written or verbal statements, agreement or guarantees other than those contained herein shall be binding upon the seller.

**WARRANTY:**

All electrical apparatus, controls, motors, fans, thermostats, gas burners and oil burners are guaranteed only by their respective manufacturer's limited warranty against defects in materials or workmanship by the equipment manufacturer as so stated in their warranty certificate, if applicable. The seller is not to be held responsible for normal wear and tear or any damage arising out of neglect, misuse, abuse, failure to use proper supplies and materials in the operation of equipment, any unit that has been tampered with, altered in any way, or which has the serial numbers altered, defaced or removed. It is further understood and agreed that the seller is not to be held responsible for any failure in operation of performance which may result from the connection to or operation of installed equipment in conjunction with any other equipment furnished by the buyer at the time of original installation or added subsequently. Buyer or customer assumes all freight charges on in warranty parts. There is no warranty or guarantee on used equipment, units and parts sold by seller. Seller has no temperature guarantee beyond (ARI) American Refrigeration Institute Standards.

**SERVICE:**

The seller agrees to furnish free advice on the operation of the specified equipment installed by them. This agreement does not cover service necessitated when no part of the equipment is at fault; for example, the failure on the part of the owner or user to order fuel, failure on the part of the owner or user to set his thermostat at a temperature calling for heat or cool, malfunction of equipment due to erratic voltage, dirty filters, lightning damage or similar causes. In such cases a charge will be made by seller for services rendered. All warranty service shall be during normal working hours, during normal working days. After hours and holiday service will be charged at the regular fee for such service. Seller is not responsible for service resulting from water or condensation getting into oil tank. Normal out of warranty service work carries a 30 day labor guarantee, but only on the exact work performed. The dollar amount of guarantee labor during the first 30 days shall not exceed the original amount paid by customer.

**YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.**



Heating • Air Conditioning  
Appliances • Electric

State Cert: CAC032448

**Del Air Heating & A/C Services, Inc.**  
**Commercial Division**  
**531 Codisco Way**  
**Sanford, Fl. 32771**

**Tel: (407)-333-2665**  
**Fax:(407)-333-3853**

**Salesperson:**  
**Estimate #**

PROPOSAL SUBMITTED TO:			FAX NUMBER:	DATE:
Arlington Ridge				September 21, 2022
STREET:			JOB NAME:	
4475 Arlington Ridge Blvd			Curb adapter replacement	
CITY:	STATE:	ZIP:	JOB LOCATION:	
Leesburg	FL	34748		
EMAIL:	DATE OF PLANS:	ATTENTION:	PHONE:	
Brett.Perez@inframark.com				

We submit the following proposal to you in confidence, not to be disclosed to any other person without our prior written consent, to perform HVAC work as shown in the following enumerated plans and specifications.

**Job Specific Items:**

1. Del-Air to provide labor and materials to remove current package unit, remove curb adapter, install new curb adapter and reinstall current package unit.
2. Re-connect drain line & power
3. Crane Service.
4. Start-up of equipment.

**WARRANTY:**

**INCLUDES ONE YEAR LABOR SERVICE BY DEL-AIR. PARTS & COMPONENTS PER MANUFACTURER'S LIMITED WARRANTY.**

\$ 6,878.00

*\*If paying by credit card there will be a 3.5% fee added on\**

**WE PROPOSE** HEREBY TO FURNISH MATERIAL & LABOR / COMPLETE IN ACCORDANCE W/ ABOVE FOR A SUM OF: \$ 6,878.00

**Billing Terms: BILLING**

All material is guaranteed to be as specified. All work to be completed in a workman like order according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate Owner must carry (fire, tornado and other) any necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Michelle Witters, Commercial Estimator

Authorized Signature: \_\_\_\_\_

**NOTE: The proposal may be withdrawn by this company if not accepted within 30 days.**





State Cert: CAC032448

Scope of Work included:

Yes No Existing

1.	Demo existing equipment as directed	X		
2.	Crane service	X		
3.	Install	X		
4.	Re-connect to existing high and low voltage wiring	X		
5.	Re-connect to existing drain line	X		
6.	Re-connect to existing supply and return duct	X		
7.	Drain pan and overflow safety switch			
8.	Install new condenser pad			
9.	T-stats: Programmable			
10.	Start-up and test system	X		
11.	Permitting			
12.	N/A			
13.	N/A			
14.	N/A			
15.	N/A			

Scope of work Excluded:

The following items, their accessories & all labor required for installation are excluded from this proposal In their entirety unless specifically noted otherwise: Certified duct cleaning, no existing code violations inherited, structural support, lagging, architectural access panels, receiving, storing, protecting, hoisting, items provided by other trades, cutting and patching, security bars, below grade pvc pipe chases, smoke detectors, life safety or fire panels, life safety wiring and any items not specifically noted as being included herein.

GENERAL NOTES:

- 1) Any changes made prior to or during construction will result in additional charges.
- 2) All general exhaust & outside air penetrations provided by others.
- 3) All refrigerant & drain penetrations, provided, furnished, & installed by others.
- 4) Bid based on regular hours. Hours are from 8:00am – 5:00pm.
- 5) Bid based on duct work installation prior to interior partition construction.
- 6) Unless specifically noted otherwise standard lead time applies to certain products and services.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Terms & Conditions of HVAC Sales Agreement**

In the event payment is not made promptly in accordance with agreed terms it shall be the seller's option to charge a service charge not exceeding two (2) percent per month. The first service charge becoming due 15 days from the date of the billing of our amount due on the job. In the event of collection by attorney, all attorneys, court costs and other legal fees shall be borne by the buyer; in nonpayment, purchaser agrees to allow seller on premises to remove equipment installed. COD payments are due at the completion of quoted work, not after completion of the inspection. The Sales Agreement shall be binding upon the heirs, successor, or assigns of the parties hereto.

It is understood that the title to all products and equipment covered by the contract remains solely in the seller until the entire purchase price has been paid in full and the manner of installation and/or attachment to any equipment and/or any portion of the building structure in which the installation is made shall not in any manner jeopardize the seller's title.

If compliance with any building ordinance, rule, regulation, or permit in any State, County or City requires changes or additions to be made in premises or buildings, where installation is to be made, such changes or additions shall be made by buyer at his own expense. All purchase orders, contracts, and directives from buyer are hereby made subject to the provisions of this Sales Agreement. The seller's failure to object to any provisions contained in buyers purchase orders, contracts, and directives shall not be deemed a waiver of the terms and conditions of this Sales Agreement. No written or verbal statements, agreement or guarantees other than those contained herein shall be binding upon the seller.

**WARRANTY:**

All electrical apparatus, controls, motors, fans, thermostats, gas burners and oil burners are guaranteed only by their respective manufacturer's limited warranty against defects in materials or workmanship by the equipment manufacturer as so stated in their warranty certificate, if applicable. The seller is not to be held responsible for normal wear and tear or any damage arising out of neglect, misuse, abuse, failure to use proper supplies and materials in the operation of equipment, any unit that has been tampered with, altered in any way, or which has the serial numbers altered, defaced or removed. It is further understood and agreed that the seller is not to be held responsible for any failure in operation of performance which may result from the connection to or operation of installed equipment in conjunction with any other equipment furnished by the buyer at the time of original installation or added subsequently. Buyer or customer assumes all freight charges on in warranty parts. There is no warranty or guarantee on used equipment, units and parts sold by seller. Seller has no temperature guarantee beyond (ARI) American Refrigeration Institute Standards.

**SERVICE:**

The seller agrees to furnish free advice on the operation of the specified equipment installed by them. This agreement does not cover service necessitated when no part of the equipment is at fault; for example, the failure on the part of the owner or user to order fuel, failure on the part of the owner or user to set his thermostat at a temperature calling for heat or cool, malfunction of equipment due to erratic voltage, dirty filters, lightning damage or similar causes. In such cases a charge will be made by seller for services rendered. All warranty service shall be during normal working hours, during normal working days. After hours and holiday service will be charged at the regular fee for such service. Seller is not responsible for service resulting from water or condensation getting into oil tank. Normal out of warranty service work carries a 30 day labor guarantee, but only on the exact work performed. The dollar amount of guarantee labor during the first 30 days shall not exceed the original amount paid by customer.

**YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.**

# **Subsection 5F**

## **Roof Replacement Proposals**



**HUSTAD COMPANIES**  
BUILD. PROTECT. RESTORE.

# Roof Replacement Proposal



Arlington Ridge

4475/4487 Arlington Ridge Blvd,  
Leesburg, FL, 34748



**Build.**



**Protect.**



**Restore.**



## Introduction

The goal of this proposal is to translate our previous findings and professional opinion into a document that will accurately depict all action to ensure the necessary replacement to be done in a cost effective, timely and professional manner.

Hustad Companies Inc will be expected to complete the following items for Ownership upon execution of this proposal:

- Perform a pre-construction meeting to determine related safety precautions, material staging areas and introduce themselves to the onsite staff.
- Provide municipality required building permits and proof of insurance.
- Provide an onsite project manager to oversee construction.
- Furnish and install safety equipment in accordance with written the written safety program.
- Perform all roofing in accordance with good roofing practices.
- Provide all applicable warranties noted in the following proposal.
- Act in good faith throughout the life of the contract.

Ownership will be expected to complete the following items for Hustad Companies Inc upon execution of this proposal:

- Abide by terms of payment noted in the following proposal.
- Provide person(s) of contact to Hustad Companies Inc appointed project manager.
- Act in good faith throughout the life of the contract.

Hustad Companies Inc thanks you for the opportunity to earn your business.





## Arlington Ridge

4475/4487 Arlington Ridge Blvd, Leesburg, FL, 34748



All highlighted sections are included in the following replacement proposal.

This Hustad Companies Inc proposal has been generated for:





## PROPOSAL

**Project:** Arlington Ridge

**Address:** 4475/4487 Arlington Ridge Blvd, Leesburg, FL, 34748

**Subject:** Removal of existing shingles and installation of GAF Timberline or similar with lifetime warranty.

## SCOPE OF WORK

1. Furnish and install proper safety equipment in accordance with written safety program. Furnish and install warning lines to identified areas associated with ground related roofing activities.
2. Roofing materials to be stored in accordance with good roofing practices. Material placement will be to distribute weight loads throughout the entire area.
3. All work shall be performed in a safe, professional manner in compliance with policy.
4. Remove all of the existing roofing materials (shingles, underlayment felt, drip edge etc.) down to the wood decking. Any additional layers of shingles will be removed at \$0.55/sf per layer. Dispose of refuse materials as required by Federal, State, and Local Law.
  - a. Additional layers of underlayment will be removed and disposed of at \$0.15/sf per layer. Photos will be taken to document any additional layers in excess of the required one (1) layer of felt required in standard roofing practices.
5. Clean the wood decking thoroughly. Inspect the condition of the wood. Re-nail sections of lifted decking as required. Replace any deteriorated sections of decking with new treated plywood in thickness to match existing. New sections of decking must span at least 3 structural framing members. Decking will be replaced at \$110.00/sheet. Photos will be taken to document all deteriorated decking that needs replacing.
6. Install Ice and Water shield at eaves extending a minimum of 24" past interior wall, and in all valleys.
7. Fasten in the Synthetic felt underlayment over the entire exposed roof deck. Install in shingle fashion overlapping all ends 6" and sides 3". Use roofing nails with caps in a frequency adequate enough to hold the underlayment felt in place until the shingles are installed.
8. Install the new shingle roof system option selected below, Color TBD by owner. Fasten through underlayment into wood decking using (5) 1-1/4" roofing nails with a 7/16" head per shingle. Install shingle with a maximum exposure of 5 3/8". Care will be taken to ensure that nails are driven in straight. Nails that are driven in at an angle will be removed and replaced.



9. Hustad Companies Inc. shall offer a 5-year “No Dollar Limit” workmanship warranty from the date of completion. Lifetime “No Dollar Limit” warranty from manufacturer. Hustad Companies Inc. shall guarantee the water tightness of the roof related to the project and will respond within 24-48 hours of written/call notice served by the OWNER of any leak in the roof. Hustad Companies Inc. will repair any leak to the roofing system not caused by malicious damage, subsequent installation of items by other trades, and act of God, as a part of his guarantee. Leak repair work includes all work necessary to restore the roof system to its condition prior to the leak. It does not cover any interior damage.
10. Provide municipality required building Permits before any work is performed, and final lien waiver for the entire project upon receipt of final payment.
11. Hustad Companies Inc. will provide proof of insurance paperwork i.e., workers comp and liability insurance.
12. Change Orders: Any additional work requested by the Contractor and not stipulated in the above scope of work will be negotiated as a change order. After an agreement has been reached both parties will sign a change order and the work will proceed. Not additional work will be commenced unless a change order has been signed.
13. Price includes all necessary Permits, labor, equipment, and insurances to complete the scope of work above-mentioned.



## PROPOSAL

**Project:** Arlington Ridge

**Address:** 4475/4487 Arlington Ridge Blvd, Leesburg, FL, 34748

**Subject:** Removal of existing membrane and insulation. Installation of 2 layers of 2.5" ISO and fully adhered TPO.

### SCOPE OF WORK

1. Perform a pre-job meeting to determine jobsite logistics and safety requirements. Furnish proposed construction schedule, if needed.
2. Furnish and install proper safety equipment in accordance with written safety program. Furnish and install warning lines to identified areas associated with ground related roofing activities.
3. Roofing materials to be stored in accordance with good roofing practices. Material placement will be to distribute weight loads throughout the entire area.
4. All work shall be performed in a safe, professional manner in compliance with policy.
5. Depending on a new roof system being installed, temporary water cut – offs are to be constructed at the end of each workday to protect the newly installed roof system and building interior.
6. All work premises will be cleaned daily during the construction process and at the completion of the project.
7. Customer and Hustad will conduct a post job walk through for final sign-off of our job completion form.
8. Dispose of existing roofing system per local requirements.
9. The deck will be inspected and if it is not capable of providing an acceptable substrate for the installation of the new roof it will be replaced at price agreed upon by Hustad and ownership through a change order.
10. Install two (2) layers of 2.5" ISO. ISO to be mechanically attached.
11. Furnish and install 60 mil reinforced TPO roof membrane.
12. Position the TPO membrane over the prepared substrate and allow the membrane sufficient time to "relax" prior too installation.
13. Fully adhere the TPO to the substrate per manufacturer's specifications.
14. HVAC Curbed Penetrations and Other Air Handling Unit Detail:  
Detach and reset units as needed. Install slip sheets beneath units as needed.
15. Pipe Less than 6 inches in Diameter Detail:  
Furnish and install new prefabricated TPO pipe boot secured at the top with a stainless-steel screw type clamp fully adhered to the field sheet.



16. Stacks Greater than 6 inches in Diameter Detail:

Furnish and install a 60 mil, non –reinforced TPO flashing, where applicable.

17. Coping Metal/Edge Metal:

Remove and reset cap metal.

18. Miscellaneous Projections:

Furnish and install flashings per manufacturer approved specifications.

19. Change Orders: Any additional work requested by the Contractor and not stipulated in the above scope of work will be negotiated as a change order. After an agreement has been reached both parties will sign a change order and the work will proceed. Not additional work will be commenced unless a change order has been signed.

20. Price includes all necessary Permits, labor, equipment, and insurances to complete the scope of work above-mentioned.





**LABOR & MATERIALS: \$ 115,675.00 (ONE HUNDRED FIFTEEN THOUSAND SIX HUNDRED AND SEVENTY-FIVE DOLLARS)**

Terms:

50% down due upon material delivery and commencement of project/mobilization. Monthly progress invoices for work completed will be submitted until total project completion.

Warranties:

Labor: 5-year “No Dollar Limit” workmanship warranty on roof. Includes annual roof inspection during the warranty period to ensure the roof will not fail during the life expectancy of the roof. Hustad Companies Inc. is not responsible for damages done by other trades working on roof during duration of warranty.

Shingle Materials: Limited Lifetime “No Dollar Limit” Warranty

TPO Materials: 15-year from manufacturer

MISCELLANEOUS

1. Hustad Companies Inc. will comply with all OSHA regulations to protect the workers and public. Hustad Companies Inc. will keep copies of the company safety plan on site.
2. A Preconstruction meeting will be scheduled with the building management and maintenance team to coordinate all activities such as staging of dumps, materials, equipment, etc. All work will be coordinated with the management personnel.
3. All construction areas will be clearly cordoned and marked properly.
4. Hustad Companies Inc. will protect any areas adjacent to the work site such as landscape, walkways, entrances, etc. to prevent any damages.

DISCLAIMER

Hustad Companies Inc. disclaims any and all responsibility for pre-existing conditions including, but not limited to structural damage or deficiencies, clogged drains, mold growth, excessive standing water, removal of hazardous material or other hidden deficiencies such as, damaged or leaking skylights, HVAC units/conduits, electrical or gas lines. This proposal does not cover, and in no case, shall Hustad be liable for the removal of or damage to HVAC units/ conduits, gas lines, water lines, electrical lines, or conduits, whether located above, below or in the roof system, lightning protection systems, landscaping, communication devices, or other devices, including recalibration of satellites. It is the building owner’s financial obligation to provide corrective measures.

\_\_\_\_\_  
Andrea Hansen  
Hustad Companies Inc

\_\_\_\_\_  
Date

\_\_\_\_\_  
Inframark Representative

\_\_\_\_\_  
Date



Jurin Roofing Services, Inc.

**Corporate Office and Remittance:**

560 Seminary St, Pennsburg, Pa 18073

PA Contr. #PA019043

**Florida Branch Office:**

29716 US Highway 27, Dundee, FL 33838

Florida Contr. #CCC1325665 FL Business Lic. #23289

Tel. (800) 710-7525 Fax (215) 536-6182 www.jurinroofing.com

## **Proposal - Roof Replacement**

Arlington Ridge CDD  
4463 Arlington Ridge Boulevard  
Leesburg, FL 34748

**Date:** 03/17/2022

**Building:**  
4463 Arlington Ridge Blvd  
Leesburg, FL 34748

**Job:** PRJ #8579: Arlington Ridge CDD – Fairfax Hall – Shingle CTO

### **Work To Be Performed:**

WE HEREBY PROPOSE TO furnish and install all necessary labor, materials, equipment and supervision to properly complete the following scopes of work on the Arlington Ridge Fairfax building located at 4475 Arlington Ridge Blvd. Leesburg Florida.

Asphalt Shingle Roof Installation

Total area of roof system to be replaced is approximately 6,800 square feet.

#### **1. Mobilization**

- 1.1** Setup site to meet OSHA fall protection requirements. This will include setup of various items including guard rails at load and at discharge points.
- 1.2** Load all materials onto roof surface via crane or boom lift. Jurin Roofing Services, Inc. will make maximum efforts to limit the storage of materials and equipment on the ground during the construction project.
- 1.3** Provide temporary toilet facilities for the duration of the project.
- 1.4** Prior to the commencement of the project, Jurin Roofing Services, Inc. requests a pre-construction meeting between the owner's representative and the Jurin Roofing Services, Inc.'s project manager to discuss all project details prior to start.
- 1.5** Any disconnection/reconnection of existing roof top mounted equipment or equipment mounted directly to the underside of the roof deck is the responsibility of the building owner and is not included in this scope of work. Owner agrees to hold harmless and indemnify Jurin Roofing Services, Inc. free of all liabilities as the result of the building owner's or manager's failure to disconnect equipment when requested by Jurin Roofing Services, Inc. Jurin Roofing Services, Inc. must provide 24-hour notice of disconnect/reconnect requirements when possible.

#### **2. Demolition**

- 2.1** Remove single layer asphalt shingles and underlayment from roof deck.

**Arlington Ridge CDD – Fairfax Hall – Shingle CTO**



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**2. Demolition (cont.)**

- 2.2 All debris will be loaded into disposal containers and removed from the site. All debris will be disposed of in a legal manner.
- 2.3 Clean all roof top penetrations and perimeter walls free of all loose flashing material. Owner warrants that the existing roof top penetrations are sound. Owner agrees to hold harmless and indemnify Jurin Roofing Services Inc. from any claims resulting from the cleaning of penetration flashings.
- 2.4 Remove existing gutter guard. This will be reinstalled at the completion of the shingle work.

**3. Unitary Cost Schedule**

- 3.1 After removal of roof system, examine plywood roof decking for deterioration. Replace plywood decking with like material at a rate of \$4.75 per square foot with a minimum 32 square feet per area replaced.
- 3.2 All unforeseen deficiencies uncovered during the installation of the new roofing system will be billed as a change order. The rates for change orders are \$80.00 per hour with a 10% mark-up to be added to all materials.

**4. Roof System Installation**

- 4.1 Re-nail existing roof deck to framing supporting roof deck to meet city and state standards. Deck will be attached using 8d nails.
- 4.2 Install drip edge around perimeter of roof system.
- 4.3 Install self-adhering underlayment on all steep slope surfaces.
- 4.4 Install asphalt shingles onto roof deck. Color of shingles to be purchased in same color from the same supplier as shingles used on the restaurant roof.
- 4.5 Flash roof penetrations according to Florida Building Code requirements.

**\*\*NO SHEET METAL IN SCOPE OF WORK AS EXISTING GUTTER WILL BE REUSED\*\***

**5. Asphalt Shingle Roof Replacement - Limited Warranty**

- 5.1 Jurin Roofing Services, Inc.'s work will be warranted by Jurin in accordance with its standard warranty which is made a part of this proposal/contract and incorporated by reference, for a period of 2 years from the date of substantial completion. A copy of Jurin Roofing Services, Inc.'s standard warranty is attached or, if not, will be furnished upon request. Jurin SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal/contract signifies the parties' agreement that this warranty shall be and is the exclusive remedy against Jurin for all defects in workmanship furnished by Jurin. A manufacturer's warranty shall be furnished if a manufacturer's warranty is called for in this proposal/contract. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this proposal/contract, recourse shall only be against the manufacturer of such material.
- 5.2 Limited Manufacturer Material Warranty - The asphalt shingles being provided as part of this scope of work are manufactured and warranted by Certainteed. The materials are warranted for a period of 40 years with specific limitations/shorter duration of coverage for specific types of losses. A copy of the



Jurin Roofing Services, Inc.

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**5. Asphalt Shingle Roof Replacement - Limited Warranty (cont.)**

manufacturer warranty will be provided at the completion of the project or upon request of the customer.

**Low-Sloped TPO Roof Installation**

Total area of roof system to be replaced is approximately 550 square feet over top of the pull through entrance.

**1. Mobilization**

- 1.1** Setup site to meet OSHA fall protection requirements. This will include setup of various items including enclosed trash chute, warning lines, and guard rails at load and discharge points. All safety equipment being setup on site is for the sole use of Jurin Roofing Services, Inc. and is not intended for use by others. Jurin Roofing Services, Inc. is not responsible for the safe conduct or safety of other personnel on site.
- 1.2** Load all materials onto roof surface via crane or boom lift. Jurin Roofing Services, Inc. will make maximum efforts to limit the storage of materials and equipment on the ground during the construction project.
- 1.3** Provide temporary toilet facilities for the duration of the project.
- 1.4** Prior to the commencement of the project, Jurin Roofing Services, Inc. requests a pre-construction meeting between the owner's representative and the Jurin Roofing Services, Inc.'s project manager to discuss all project details prior to start.
- 1.5** Any disconnection/reconnection of existing roof top mounted equipment or equipment mounted directly to the underside of the roof deck is the responsibility of the building owner and is not included in this scope of work. Owner agrees to hold harmless and indemnify Jurin Roofing Services, Inc. free of all liabilities as the result of the building owner's or manager's failure to disconnect equipment when requested by Jurin Roofing Services, Inc. Jurin Roofing Services, Inc. must provide 24-hour notice of disconnect/reconnect requirements when possible.

**2. Demolition/Roof Preparation**

- 2.1** Prep existing roof surface by broom cleaning and removing any blisters.
- 2.2** Clean all roof top penetrations and perimeter walls free of all loose flashing material. Owner warrants that the existing roof top penetrations are sound. Owner agrees to hold harmless and indemnify Jurin Roofing Services Inc. from any claims resulting from the cleaning of penetration flashings.
- 2.3** All debris will be loaded into disposal containers and removed from the site. All debris will be disposed of in a legal manner.

**3. Unitary Costs**

- 3.1** All unforeseen deficiencies uncovered during the installation of the new roofing system will be billed as a change order. The rates for change orders are \$72.00 per hour with a 10% mark-up to be added to all materials.

**4. Carpentry**

- 4.1** No carpentry is being proposed at this time.



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**5. Low Slope Roof System Installation**

**5.1** Install FleeceBack TPO over the roof surface. The membrane will be adhered using the manufacturer's low-rise foam adhesive in cricket area.

**5.2** Terminate membrane along all perimeters per manufacturer specification.

**6. Sheet metal**

**6.1** Up to eighty (80) linear feet of metal to be installed at the transition from the flat roof to the sloped roof.

**7. Contract Provisions and Exclusions**

**7.1** Asbestos, lead based paint, and toxic materials exclusion - This proposal and contract is based upon the work to be performed by Jurin Roofing Services, Inc. not involving contact with asbestos-containing, lead based, or toxic materials and that such materials will not be encountered or disturbed during the course of performing the re-roofing work. Jurin Roofing Services, Inc. is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing, lead based, or toxic materials. In the event such materials are encountered, Owner will make arrangements with others for the handling and/or removal of such materials and/or Jurin Roofing Services, Inc. shall be entitled to additional time and compensation for additional expenses incurred as a result of the presence of asbestos, asbestos-containing, lead based, or toxic materials at the work site.

**7.2** Change Orders - If Jurin Roofing Services, Inc. is requested by general contractor, prime contractor or owner to perform extra or changed work that was not part of Jurin Roofing Services, Inc.'s original scope of work, general contractor, prime contractor or owner will provide reasonable compensation to Jurin Roofing Services, Inc. for said work. General contractor, prime contractor or owner shall not give orders to Jurin Roofing Services, Inc. for the work that is required to be performed at that time and then refuse to make payment on the grounds that a Change Order was not executed at the time the work was performed or the general contractor, prime contractor or owner's representative was not authorized to order the change. General contractor, prime contractor, owner and Jurin Roofing Services, Inc. recognize that in order for construction projects to proceed in a timely and efficient manner, changes in the original specifications frequently are made prior to execution of formal Change Order documents. The parties agree to work in good faith with each other so that Jurin Roofing Services, Inc. does not proceed with changed work without authorization and Jurin Roofing Services, Inc. receives fair compensation for authorized change work.

**7.3** Dispute Resolution - In the event of a dispute between the parties hereto, the parties shall seek to mediate the dispute. If mediation is not successful, arbitration shall be promptly conducted. Both mediation and arbitration shall be held in the county where the Project is located.

**7.4** Electrical Conduit - Owner represents there is no electrical conduit embedded within the existing roofing to be removed or attached directly to the underside or topside of the roof deck upon which contractor will be installing the new roof. Owner will indemnify Jurin Roofing Services, Inc. from any personal injury, damage, claim or expense because of the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Jurin Roofing Services, Inc. personnel, and shall compensate Jurin Roofing Services, Inc. for additional time and expense resulting from the presence of such materials.





Jurin Roofing Services, Inc.

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**7. Contract Provisions and Exclusions (cont.)**

- 7.5** Indemnify and Hold Harmless Clause - Jurin Roofing Services, Inc. agrees to indemnify and hold harmless the Owner from all claims, damages, losses and expenses for personal injury, including death and property damage, to the extent caused by a negligent act or omission by Jurin Roofing Services, Inc. or someone for whose acts Jurin Roofing Services, Inc. is responsible. Jurin Roofing Services, Inc. is not obligated to provide indemnity for damages, losses, claims or expenses to the extent due to the negligence or fault of indemnities or others for whose conduct Jurin Roofing Services, Inc. is not responsible. Similarly, Owner shall indemnify and hold harmless Jurin Roofing Services, Inc. from all claims for bodily injury, including death or other damages, to the extent due to the negligence of Owner or the fault of its agents, representatives or employees. Owner agrees to hold harmless and indemnify Jurin Roofing Services, Inc. from any and all future construction defect claims.
- 7.6** Jurin Roofing Services, Inc. is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage or ponding on the roof due to structural conditions.
- 7.7** Mold growth exclusion - Jurin Roofing Services, Inc. and Owner are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Owner will make periodic inspections for signs of water intrusion and act promptly, including notice to Jurin Roofing Services, Inc., if Owner believes there are roof leaks, to correct the condition. Upon receiving notice Jurin Roofing Services, Inc. will make repairs promptly so that water entry through the roofing installed by Jurin Roofing Services, Inc. is not a source of moisture. Jurin Roofing Services, Inc. is not responsible for indoor air quality. Owner shall hold harmless and indemnify Jurin Roofing Services, Inc. from claims due to poor indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.
- 7.8** Customer acknowledges that tear-off of existing roofing materials and re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Jurin Roofing Services, Inc. shall not be responsible for disturbance, damage, and cleanup or loss of use or loss to interior property that Customer did not remove or protect prior to commencement and during the course of roofing tear-off and re-roofing operations. Customer shall notify tenants and building occupants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Jurin Roofing Services, Inc. harmless from claims of tenants and occupants who were not so notified and did not provide protection.
- 7.9** Fumes and Emissions - Customer acknowledges that roofing involves the use of solvent-based materials. Odors and emissions from roofing products will be released and noise will be generated as part of the roofing operations to be performed by Jurin Roofing Services, Inc. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during application process. Customer shall indemnify and hold harmless Jurin Roofing Services, Inc. from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
- 7.10** This proposal is being submitted based upon standard roofing practices with the intention of providing long-term moisture protection. No consideration has been given to local building code requirements.



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PA Contr. #PA019043

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**7. Contract Provisions and Exclusions (cont.)**

Change to the specifications may be required in order to comply with local codes. Any changes to this scope of work in order to comply with code requirements will be considered a change order to the project.

- 7.11** Jurin Roofing Services, Inc.'s commencement of the roof installation indicates only that Jurin Roofing Services, Inc. has accepted the surface of the roof deck as suitable to attach the roofing materials. Jurin Roofing Services, Inc. is not responsible for the construction, structural sufficiency, durability, and fastening, moisture content or physical properties of the roof deck or other trades' work or design.
- 7.12** Owner warrants that the structures on which Jurin Roofing Services, Inc. is to work are in sound condition and capable of withstanding normal activities of roofing construction equipment and operations. Owner represents that there is no electrical conduit embedded in the existing roofing or attached directly to the underside or topside of the roof deck upon which Jurin Roofing Services, Inc. will be installing the new roof. Owner will indemnify Jurin Roofing Services, Inc. from any personal injury, damage, claim or expense due to unsafe structural conditions and the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Jurin Roofing Services' personnel, and shall compensate Jurin Roofing Services, Inc. for additional time and expense resulting from the presence of such materials and unsafe structures.
- 7.13** Design Professional is responsible to design the work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. Jurin Roofing Services, Inc. is not responsible for design, including calculation or verification of wind load design. To the extent minimum wind loads or pressures are required; Jurin Roofing Services, Inc.'s bid is based solely on manufacture's printed test results. Jurin Roofing Services, Inc. is not responsible for the construction or structural sufficiency of the roof deck or other building components not constructed by Jurin Roofing Services, Inc.
- 7.14** Building Permit Exclusion - The cost of the building permit, if required, is not included in the proposed price as noted. Jurin Roofing Services, Inc. will pull the permit on behalf of the owner. The cost of the building permit plus a handling fee of 10% will be added to the cost of the project if a building permit is required. This will be handled as a change order. In addition, if additional services are required by the municipality including but not limited to engineering or architectural design services these additional costs will be burdened by the building owner at cost plus 10%.
- 7.15** Jurin Roofing Services, Inc. is not responsible for leakage through the existing roof or other portions of the building that have not yet been re-roofed by Jurin Roofing Services, Inc. Jurin Roofing Services, Inc. is not responsible for damages or leaks due to existing conditions or existing sources of leakage simply because Jurin Roofing Services, Inc. started work on the building.
- 7.16** The failure of Customer to make property payment to Jurin Roofing Services, Inc. when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Jurin Roofing Services, Inc. at its discretion to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which Jurin Roofing Services, Inc. shall perform the work shall be extended for a period equal to the period which the Work was suspended, and the contract sum to be paid Jurin Roofing Services, Inc. shall be increased by the amount of Jurin Roofing Services, Inc. reasonable costs of shut-down, delay and start-up.



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**7. Contract Provisions and Exclusions (cont.)**

- 7.17** Customer shall purchase and maintain builder's risk and property insurance, including the labor and materials furnished by Jurin Roofing Services, Inc., covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted.
- 7.18** Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Jurin Roofing Services, Inc. If there is a substantial increase in these or other roofing products between the date of Jurin Roofing Service, Inc.'s proposal and the time when the work is to be performed, the amount of the contract may be increased to reflect the additional cost to Jurin Roofing Services, Inc., upon submittal of written documentation and advance notice.
- 7.19** Employee Vaccination Statement - This proposal and warranty are conditioned upon all employees of Jurin Roofing Services Inc. (JRS) being able to access the site where the work is to be performed regardless of their vaccination status. JRS will not agree to any vaccine mandates or requirements at work sites. JRS shall have sole and absolute discretion on which of its employees it will assign to the work. This proposal and warranty are subject to being voided should the work location require JRS's employees to be vaccinated at any time during the performance of the work or during the warranty period.

**Notes:** Statement of Quality - All material is guaranteed to be the same as specified. All work is done in accordance with accepted roofing practices as determined by the NRCA. All extra work will be done through change orders and will be an extra cost above and beyond the stated price. All agreements are contingent upon delays beyond our control. Owner to carry all necessary fire, tornado, and other insurance. Our workers are fully covered by workman's compensation insurance.

Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to the Contractor by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the value of materials suitably store for the project. All sums not paid when due shall earn interest at the rate of 1 1/2 percent per month. Contractor shall be entitled to recover from Customer all costs of collection, including attorney's fees, resulting from Customer's failure to make proper payment when due.




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This proposal may be withdrawn if not accepted within 30 days of submission.

**PRICE FOR THE ABOVE SCOPE OF WORK:** \$68,993.00

  
Matthew Palmer  
Estimator  
Jurin Roofing Services, Inc.

I, \_\_\_\_\_ accept the above proposal on \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Authorized Signature



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## **Proposal - Roof Replacement**

**Arlington Ridge CDD  
4463 Arlington Ridge Boulevard  
Leesburg, FL 34748**

**Date:** 09/13/2022

**Building:**  
4487 Arlington Ridge Blvd  
(Lexington Spa  
Leesburg, FL 34748

**Job: PRJ #8581: Arlington Ridge CDD – Spa Shingle CTO**

### **Work To Be Performed:**

WE HEREBY PROPOSE TO furnish and install all necessary labor, materials, equipment and supervision to properly complete the following scopes of work on the Arlington Ridge Lexington Spa building located at 4487 Arlington Ridge Blvd. Leesburg Florida.

Asphalt Shingle Roof Installation

Total area of roof system to be replaced is approximately 8300 square feet.

#### **1. Mobilization**

- 1.1** Setup site to meet OSHA fall protection requirements. This will include setup of various items including guard rails at load and at discharge points.
- 1.2** Load all materials onto roof surface via crane or boom lift. Jurin Roofing Services, Inc. will make maximum efforts to limit the storage of materials and equipment on the ground during the construction project.
- 1.3** Provide temporary toilet facilities for the duration of the project.
- 1.4** Prior to the commencement of the project, Jurin Roofing Services, Inc. requests a pre-construction meeting between the owner's representative and the Jurin Roofing Services, Inc.'s project manager to discuss all project details prior to start.
- 1.5** Any disconnection/reconnection of existing roof top mounted equipment or equipment mounted directly to the underside of the roof deck is the responsibility of the building owner and is not included in this scope of work. Owner agrees to hold harmless and indemnify Jurin Roofing Services, Inc. free of all liabilities as the result of the building owner's or manager's failure to disconnect equipment when requested by Jurin Roofing Services, Inc. Jurin Roofing Services, Inc. must provide 24-hour notice of disconnect/reconnect requirements when possible.

#### **2. Demolition**

- 2.1** Remove single layer asphalt shingles and underlayment from roof deck.





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**2. Demolition (cont.)**

- 2.2 All debris will be loaded into disposal containers and removed from the site. All debris will be disposed of in a legal manner.
- 2.3 Clean all roof top penetrations and perimeter walls free of all loose flashing material. Owner warrants that the existing roof top penetrations are sound. Owner agrees to hold harmless and indemnify Jurin Roofing Services Inc. from any claims resulting from the cleaning of penetration flashings.
- 2.4 Remove existing gutter guard. This will be reinstalled at the completion of the shingle work.

**3. Unitary Cost Schedule**

- 3.1 After removal of roof system, examine plywood roof decking for deterioration. Replace plywood decking with like material at a rate of \$4.75 per square foot with a minimum 32 square feet per area replaced.
- 3.2 All unforeseen deficiencies uncovered during the installation of the new roofing system will be billed as a change order. The rates for change orders are \$80.00 per hour with a 10% mark-up to be added to all materials.

**4. Roof System Installation**

- 4.1 Re-nail existing roof deck to framing supporting roof deck to meet city and state standards. Deck will be attached using 8d nails.
- 4.2 Install aluminum drip edge around perimeter of roof system.
- 4.3 Install self-adhering underlayment on all steep slope surfaces.
- 4.4 Install asphalt shingles onto roof deck. Color of shingles to be chosen from colors available in location of building.
- 4.5 Install up to 130 linear feet of ridge vents.
- 4.6 Flash roof penetrations according to Florida Building Code requirements.

**\*\*NO SHEET METAL IN SCOPE OF WORK AS EXISTING GUTTER WILL BE REUSED\*\***

**5. Asphalt Shingle Roof Replacement - Limited Warranty**

- 5.1 Jurin Roofing Services, Inc.'s work will be warranted by Jurin in accordance with its standard warranty which is made a part of this proposal/contract and incorporated by reference, for a period of 2 years from the date of substantial completion. A copy of Jurin Roofing Services, Inc.'s standard warranty is attached or, if not, will be furnished upon request. Jurin SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal/contract signifies the parties' agreement that this warranty shall be and is the exclusive remedy against Jurin for all defects in workmanship furnished by Jurin. A manufacturer's warranty shall be furnished if a manufacturer's warranty is called for in this proposal/contract. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this proposal/contract, recourse shall only be against the manufacturer of such material.
- 5.2 Limited Manufacturer Material Warranty - The asphalt shingles being provided as part of this scope of work are manufactured and warranted by Certainteed. The materials are warranted for a period of 40 years with specific limitations/shorter duration of coverage for specific types of losses. A copy of the



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**5. Asphalt Shingle Roof Replacement - Limited Warranty (cont.)**

manufacturer warranty will be provided at the completion of the project or upon request of the customer.

**Low-Sloped TPO Roof Installation**

Total area of roof system to be replaced is approximately 300 square feet.

**1. Mobilization**

- 1.1** Setup site to meet OSHA fall protection requirements. This will include setup of various items including enclosed trash chute, warning lines, and guard rails at load and discharge points. All safety equipment being setup on site is for the sole use of Jurin Roofing Services, Inc. and is not intended for use by others. Jurin Roofing Services, Inc. is not responsible for the safe conduct or safety of other personnel on site.
- 1.2** Load all materials onto roof surface via crane or boom lift. Jurin Roofing Services, Inc. will make maximum efforts to limit the storage of materials and equipment on the ground during the construction project.
- 1.3** Provide temporary toilet facilities for the duration of the project.
- 1.4** Prior to the commencement of the project, Jurin Roofing Services, Inc. requests a pre-construction meeting between the owner's representative and the Jurin Roofing Services, Inc.'s project manager to discuss all project details prior to start.
- 1.5** Any disconnection/reconnection of existing roof top mounted equipment or equipment mounted directly to the underside of the roof deck is the responsibility of the building owner and is not included in this scope of work. Owner agrees to hold harmless and indemnify Jurin Roofing Services, Inc. free of all liabilities as the result of the building owner's or manager's failure to disconnect equipment when requested by Jurin Roofing Services, Inc. Jurin Roofing Services, Inc. must provide 24-hour notice of disconnect/reconnect requirements when possible.

**2. Demolition/Roof Preparation**

- 2.1** Prep existing roof surface by broom cleaning and removing any blisters.
- 2.2** Clean all roof top penetrations and perimeter walls free of all loose flashing material. Owner warrants that the existing roof top penetrations are sound. Owner agrees to hold harmless and indemnify Jurin Roofing Services Inc. from any claims resulting from the cleaning of penetration flashings.
- 2.3** All debris will be loaded into disposal containers and removed from the site. All debris will be disposed of in a legal manner.

**3. Unitary Costs**

- 3.1** All unforeseen deficiencies uncovered during the installation of the new roofing system will be billed as a change order. The rates for change orders are \$72.00 per hour with a 10% mark-up to be added to all materials.

**4. Carpentry**

- 4.1** No carpentry is being proposed at this time.



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**5. Low Slope Roof System Installation: Crickets - total count 1**

- 5.1 Install FleeceBack TPO over the roof surface. The membrane will be adhered using the manufacturer's low-rise foam adhesive.
- 5.2 Terminate membrane along all perimeters per manufacturer specification.

**6. Contract Provisions and Exclusions**

- 6.1 Asbestos, lead based paint, and toxic materials exclusion - This proposal and contract is based upon the work to be performed by Jurin Roofing Services, Inc. not involving contact with asbestos-containing, lead based, or toxic materials and that such materials will not be encountered or disturbed during the course of performing the re-roofing work. Jurin Roofing Services, Inc. is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing, lead based, or toxic materials. In the event such materials are encountered, Owner will make arrangements with others for the handling and/or removal of such materials and/or Jurin Roofing Services, Inc. shall be entitled to additional time and compensation for additional expenses incurred as a result of the presence of asbestos, asbestos-containing, lead based, or toxic materials at the work site.
- 6.2 Change Orders - If Jurin Roofing Services, Inc. is requested by general contractor, prime contractor or owner to perform extra or changed work that was not part of Jurin Roofing Services, Inc.'s original scope of work, general contractor, prime contractor or owner will provide reasonable compensation to Jurin Roofing Services, Inc. for said work. General contractor, prime contractor or owner shall not give orders to Jurin Roofing Services, Inc. for the work that is required to be performed at that time and then refuse to make payment on the grounds that a Change Order was not executed at the time the work was performed or the general contractor, prime contractor or owner's representative was not authorized to order the change. General contractor, prime contractor, owner and Jurin Roofing Services, Inc. recognize that in order for construction projects to proceed in a timely and efficient manner, changes in the original specifications frequently are made prior to execution of formal Change Order documents. The parties agree to work in good faith with each other so that Jurin Roofing Services, Inc. does not proceed with changed work without authorization and Jurin Roofing Services, Inc. receives fair compensation for authorized change work.
- 6.3 Dispute Resolution - In the event of a dispute between the parties hereto, the parties shall seek to mediate the dispute. If mediation is not successful, arbitration shall be promptly conducted. Both mediation and arbitration shall be held in the county where the Project is located.
- 6.4 Electrical Conduit - Owner represents there is no electrical conduit embedded within the existing roofing to be removed or attached directly to the underside or topside of the roof deck upon which contractor will be installing the new roof. Owner will indemnify Jurin Roofing Services, Inc. from any personal injury, damage, claim or expense because of the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Jurin Roofing Services, Inc. personnel, and shall compensate Jurin Roofing Services, Inc. for additional time and expense resulting from the presence of such materials.
- 6.5 Indemnify and Hold Harmless Clause - Jurin Roofing Services, Inc. agrees to indemnify and hold harmless the Owner from all claims, damages, losses and expenses for personal injury, including death and property damage, to the extent caused by a negligent act or omission by Jurin Roofing Services, Inc. or someone for whose acts Jurin Roofing Services, Inc. is responsible. Jurin Roofing Services,



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**6. Contract Provisions and Exclusions (cont.)**

Inc. is not obligated to provide indemnity for damages, losses, claims or expenses to the extent due to the negligence or fault of indemnities or others for whose conduct Jurin Roofing Services, Inc. is not responsible. Similarly, Owner shall indemnify and hold harmless Jurin Roofing Services, Inc. from all claims for bodily injury, including death or other damages, to the extent due to the negligence of Owner or the fault of its agents, representatives or employees. Owner agrees to hold harmless and indemnify Jurin Roofing Services, Inc. from any and all future construction defect claims.

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**6.7** Mold growth exclusion - Jurin Roofing Services, Inc. and Owner are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Owner will make periodic inspections for signs of water intrusion and act promptly, including notice to Jurin Roofing Services, Inc., if Owner believes there are roof leaks, to correct the condition. Upon receiving notice Jurin Roofing Services, Inc. will make repairs promptly so that water entry through the roofing installed by Jurin Roofing Services, Inc. is not a source of moisture. Jurin Roofing Services, Inc. is not responsible for indoor air quality. Owner shall hold harmless and indemnify Jurin Roofing Services, Inc. from claims due to poor indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.

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**6. Contract Provisions and Exclusions (cont.)**

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**6.19 Employee Vaccination Statement** - This proposal and warranty are conditioned upon all employees of Jurin Roofing Services Inc. (JRS) being able to access the site where the work is to be performed regardless of their vaccination status. JRS will not agree to any vaccine mandates or requirements at work sites. JRS shall have sole and absolute discretion on which of its employees it will assign to the work. This proposal and warranty are subject to being voided should the work location require JRS's employees to be vaccinated at any time during the performance of the work or during the warranty period.

**Notes:** Statement of Quality - All material is guaranteed to be the same as specified. All work is done in accordance with accepted roofing practices as determined by the NRCA. All extra work will be done through change orders and will be an extra cost above and beyond the stated price. All agreements are contingent upon delays beyond our control. Owner to carry all necessary fire, tornado, and other insurance. Our workers are fully covered by workman's compensation insurance.

Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to the Contractor by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the value of materials suitably store for the project. All sums not paid when due shall earn interest at the rate of 1 1/2 percent per month. Contractor shall be entitled to recover from Customer all costs of collection, including attorney's fees, resulting from Customer's failure to make proper payment when due.

This proposal may be withdrawn if not accepted within 30 days of submission.

**PRICE FOR THE ABOVE SCOPE OF WORK:** \$76,687.00

  
Matthew Palmer  
Estimator  
Jurin Roofing Services, Inc.

I, \_\_\_\_\_ accept the above proposal on \_\_\_\_\_20\_\_\_\_



**Jurin Roofing Services, Inc.**

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**Corporate Office and Remittance:**  
560 Seminary St, Pennsburg, Pa 18073

PA Contr. #PA019043

**Florida Branch Office:**

29716 US Highway 27, Dundee, FL 33838

Florida Contr. #CCC1325665 FL Business Lic. #23289

Tel. (800) 710-7525 Fax (215) 536-6182 [www.jurinroofing.com](http://www.jurinroofing.com)

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Authorized Signature



## US Roofing Systems, LLC

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1903 Central Drive, Suite 200  
Bedford, Texas 76021  
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Insured: Arlington Ridge Spa Building Roof  
Property: 4475 Arlington Ridge Boulevard  
Leesburg, FL 34748

Claim Rep.: NA

Estimator: Matt Grisham  
Position: National Project Director  
Company: US Roofing Systems

Business: (303) 513-1114  
E-mail: mgrisham@usroof.com

Contractor: Ben Casey  
Company: US Roofing Systems  
Business: 1903 Central Drive Suite 200  
Bedford, TX 76021

Business: (281) 216-2865  
E-mail: bcasey@usroof.com

**Claim Number:** NA

**Policy Number:** NA

**Type of Loss:** Water Damage

Date Contacted: 9/13/2022 12:29 AM

Date of Loss: 9/7/2022 12:29 AM

Date Inspected: 9/7/2022 12:29 AM

Date Received: 9/7/2022 12:29 AM

Date Entered: 9/14/2022 11:01 AM

Price List: FLLE8X\_SEP22  
Restoration/Service/Remodel

Estimate: ARLINGTON-SPABLDNG



## US Roofing Systems, LLC

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**\*\*\*Estimate pricing valid for 30 days only (through 10/19/22) as material & labor pricing increase monthly.**

**US Roofing Systems, LLC** is a general contracting company/roofing contractor specializing in the repair and renovation of compromised commercial properties nationwide as well as providing capital improvement and renovation services to a wide range of hotels, multi-family, and commercial property owners and managers.

**US Roofing Systems, LLC** is a national general contracting company & roofing contractor specializing in the repair and renovation of compromised commercial properties in all 50 states. Additionally USR provides our clients throughout a wide range of industries such as Hotels, Multi-family, Industrial and Commercial property owners and managers with capital improvements and renovation services.

**US Roofing Systems, LLC** provides our clients with a full line of restoration and reconstruction services with a commitment to set the standard vision to continually set the standard for customer services and employee satisfaction.

**US Roofing Systems, LLC** has gathered the most experienced team in the industry and has empowered each member of our team to provided the best services to the most exacting standards, **US Roofing's** entire team has been empowered to services each client with two driving principles;

- \* **Services each client by doing what is right for client as well as all other parties involved**
- \* **Services each client with a sense of urgency**

**US Roofing Systems, LLC** provided positive solutions to a wide range of commercial, industrial, multi-family, hospitality client operations. Our Restoration & Reconstruction services include roofing, temporary repairs, emergency disaster response, drying, dehumidification, temporary HVAC, temporary power, temporary heating, through our affiliated companies. US Roofing also provides mold remediation, machinery/ equipment restoration, electronic restoration, and document recovery. Additionally we provide complete reconstruction services from minor restoration and reconstruction projects up to and including ground up reconstruction services. Our highly trained team of professionals assist our clients with numerous additional services such as hotel renovations, interior build outs, construction project management, and scope/cost consulting services, and PCA's Property



## US Roofing Systems, LLC

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Condition Assessments utilizing the latest in construction technologies such as drones, (Drone deploy & XAP-360) Matterport 3D imaging technology, satellite imaging, and thermal imaging.

**US Roofing Systems, LLC** is a Florida Licensed Contractor CCC 1333149 and CGC 1530551

**US Roofing Systems, LLC** proposes to the Owner to perform all work included within this Scope of Work/Estimate in a workmanlike manner as described.

### **Material Prices in Effect on the Date of Shipment:**

At the present time roofing material manufactures are unwilling to commit to firm pricing or delivery dates for numerous roofing materials including but not limited to fasteners, adhesives, polyisocyanurate insulation, and roofing membranes. Roofing material manufactures state that the price of the materials will be the price in effect on the date the materials are shipped.

Accordingly, all parties acknowledge and agree the contract sum to be paid to US Roofing Systems will not be finally determined until the time the materials are shipped. When circumstances change this clause will be removed.

### **WARRANTY TO BE PROVIDED:**

Limited Lifetime Manufacturer Warranty per Manufacturer's Terms

Limited Lifetime Shingle Manufacturer's Warranty

Two (2) Year US Roofing Systems, LLC Workmanship Warranty

**US Roofing Systems** expects to complete this project in approximately 120 - days

\* Work will commence after the receipt of an approved building permit (if required) as well as confirmation of delivery of all materials & supplies required to complete this scope of work.

**US Roofing Systems'** scope of work is based on replacing existing roofing, insulation, and components if during the Law and

Ordinance review process modification and or changes are required **US Roofing** reserves the right to modify and or change this estimate.

**US Roofing Systems** will assign a project manager to oversee all work on this project. **US Roofing's** Project Manager will

communicate with the owner 's representatives to provide timely updates on work schedules, material deliveries, weather delays as well as proved daily progress reports once the repairs have started.





## US Roofing Systems, LLC

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### **M.E.P.'s** :

If a specialty contractors/ skilled labor are required to detach and reinstall any HVAC and/or electrical equipment & devises located on the roof in order to facility the installation of the new roofing system, **US Roofing Systems** will invoice for these services at cost plus 20% Mark-Up unless otherwise noted.



# US Roofing Systems, LLC

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## ARLINGTON-SPABLDNG

### General Conditions

DESCRIPTION	QTY
1. Commercial Supervision / Project Management - per hour <b>This is for a Superintendent/Project Manager used to manage commercial projects where Supervision/Project Management is needed to coordinate and supervise the work of subcontractors, or perform other project management duties. This item is not intended to be used for a working crew leader. A Superintendent/Project Manager may complete tasks such as, but not limited to, create/maintain project schedules, coordinate/meet trades, order materials, inspect job sites, obtain permits, meet with inspectors, etc.</b>	30.00 HR
2. General clean - up <b>General laborers used in all phases of the tear off and installation of the roofing membrane due to debris and waste created. This same general laborer will supplement the on site safety barrier coordination with the Project Manager during their off time.</b>	30.00 HR
3. Temporary toilet (per month)	1.00 WK
4. Dumpster load - Approx. 40 yards, 7-8 tons of debris	3.00 EA
5. Taxes, insurance, permits & fees (Bid Item) [ OPEN ITEM ] <b>Permit fee to be forwarded directly to client.</b>	1.00 EA

### Spa Building

#### Spa Building Roof

#### Shingle Roof

DESCRIPTION	QTY
6. Remove Laminated - comp. shingle rfg. - w/ felt	81.62 SQ
7. Laminated - comp. shingle rfg. - w/out felt	94.00 SQ
8. Asphalt starter - universal starter course <b>A starter course with factory adhesive at the eave line or a manufactured starter with a tar sealant is required per code and manufacture specifications.</b>	620.76 LF
9. Ice & water shield <b>Valley linings shall be installed in accordance with the manufacturer's installation instructions before applying shingles. Valleys – Metal open valley as per Table R905.2.8.2 – asphalt open valley use 2 layers 90 lbs. closed valley - bottom Layer 1 - 36" 90 lbs. shingles over top or self-adhering bitumen underlayment (ASTM-D 1970), must be approved by the manufacturer. Measurement calculated as valley length times 3LF per code and purchasable in 3' wide rolls.</b>	1,585.55 SF
<b>R1507.2.8.2 In areas where there has been a history of ice forming along the eaves causing a backup of water, an ice barrier that consists of at least two layers of underlayment cemented together or of a self-adhering polymer modified bitumen sheet shall be used in lieu of normal underlayment and extend from the lowest edges of the roof surfaces to the point at least 24 inches inside the exterior wall line of the building.</b>	
10. Roofing felt - 15 lb.	56.62 SQ



# US Roofing Systems, LLC

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## CONTINUED - Shingle Roof

DESCRIPTION	QTY
<b>25SQ deducted from the total due to Ice &amp; Water Shield covering the remainder of the roof deck</b>	
11. R&R Hip / Ridge cap - composition shingles	333.69 LF
12. R&R Continuous ridge vent - shingle-over style	290.17 LF
13. R&R Drip edge/gutter apron	358.80 LF
14. R&R Drip edge	355.08 LF
15. R&R Counterflashing - Apron flashing	7.88 LF
16. Step flashing	106.29 LF
17. Remove Additional charge for high roof (2 stories or greater)	81.62 SQ
18. Additional charge for high roof (2 stories or greater)	93.86 SQ
19. R&R Furnace vent - rain cap and storm collar, 8" [ OPEN ITEM ]	0.00 EA
<b>Google Earth arial imagery does not indicate any vents on the roof. If present they will be replaced with standard Xactimate pricing:</b>	
Exhaust cap up to 4" \$107.24/ea	
Exhaust cap 6" to 8" \$115.42	
20. R&R Flashing - pipe jack [ OPEN ITEM ]	0.00 EA
<b>Google earth arial imagery does not indicate any pipe jacks on the roof. If present they will be replaced with standard Xactimate pricing of \$60.64/ea.</b>	

Grand Total	\$55,116.26
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Matt Grisham  
National Project Director

### Grand Total Areas:

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls and Ceiling
0.00 SF Floor	0.00 SY Flooring	0.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	0.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
1,339.89 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
8,161.54 Surface Area	81.62 Number of Squares	620.76 Total Perimeter Length
290.17 Total Ridge Length	0.00 Total Hip Length	





# US Roofing Systems, LLC

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## CONTINUED - Shingle Roof

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
<p>Valley linings shall be installed in accordance with the manufacturer's installation instructions before applying shingles. Valleys – Metal open valley as per Table R905.2.8.2 – asphalt open valley use 2 layers 90 lbs. closed valley - bottom Layer 1 - 36" 90 lbs. shingles over top or self-adhering bitumen underlayment (ASTM-D 1970), must be approved by the manufacturer. Measurement calculated as valley length times 3LF per code and purchasable in 3' wide rolls.</p> <p>R1507.2.8.2 In areas where there has been a history of ice forming along the eaves causing a backup of water, an ice barrier that consists of at least two layers of underlayment cemented together or of a self-adhering polymer modified bitumen sheet shall be used in lieu of normal underlayment and extend from the lowest edges of the roof surfaces to the point at least 24 inches inside the exterior wall line of the building.</p>					
10. Roofing felt - 15 lb.	56.62 SQ	0.00	36.93	0.00	2,090.98
<b>25SQ deducted from the total due to Ice &amp; Water Shield covering the remainder of the roof deck</b>					
11. R&R Hip / Ridge cap - composition shingles	333.69 LF	3.21	4.93	0.00	2,716.23
12. R&R Continuous ridge vent - shingle-over style	290.17 LF	1.02	10.24	0.00	3,267.31
13. R&R Drip edge/gutter apron	358.80 LF	0.39	3.20	0.00	1,288.09
14. R&R Drip edge	355.08 LF	0.39	3.08	0.00	1,232.13
15. R&R Counterflashing - Apron flashing	7.88 LF	0.74	15.01	0.00	124.11
16. Step flashing	106.29 LF	0.00	11.11	0.00	1,180.88
17. Remove Additional charge for high roof (2 stories or greater)	81.62 SQ	6.32	0.00	0.00	515.84
18. Additional charge for high roof (2 stories or greater)	93.86 SQ	0.00	23.19	0.00	2,176.61
19. R&R Furnace vent - rain cap and storm collar, 8"	EA				OPEN ITEM
<b>Google Earth ariel imagery does not indicate any vents on the roof. If present they will be replaced with standard Xactimate pricing:</b>					
Exhaust cap up to 4"				\$107.24/ea	
Exhaust cap 6" to 8"				\$115.42	
20. R&R Flashing - pipe jack	EA				OPEN ITEM
<b>Google earth arial imagery does not indicate any pipe jacks on the roof. If present they will be replaced with standard Xactimate pricing of \$60.64/ea.</b>					
Totals: Shingle Roof				0.00	49,737.60
Total: Spa Building Roof				0.00	49,737.60
Total: Spa Building				0.00	49,737.60
<b>Line Item Totals: ARLINGTON-SPABLDNG</b>				<b>0.00</b>	<b>55,116.26</b>





# US Roofing Systems, LLC

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## Grand Total Areas:

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls and Ceiling
0.00 SF Floor	0.00 SY Flooring	0.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	0.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
1,339.89 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
8,161.54 Surface Area	81.62 Number of Squares	620.76 Total Perimeter Length
290.17 Total Ridge Length	0.00 Total Hip Length	



## US Roofing Systems, LLC

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### Summary for Dwelling

Line Item Total	55,116.26
<b>Replacement Cost Value</b>	<b>\$55,116.26</b>
<b>Net Claim</b>	<b>\$55,116.26</b>

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Matt Grisham  
National Project Director



## US Roofing Systems, LLC

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### Recap of Taxes



# US Roofing Systems, LLC

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## Recap by Room

### Estimate: ARLINGTON-SPABLDNG

<b>General Conditions</b>	<b>5,378.66</b>	<b>9.76%</b>
<b>Area: Spa Building</b>		
<b>Area: Spa Building Roof</b>		
<b>Shingle Roof</b>	<b>49,737.60</b>	<b>90.24%</b>
<hr/>		
<b>Area Subtotal: Spa Building Roof</b>	<b>49,737.60</b>	<b>90.24%</b>
<hr/>		
<b>Area Subtotal: Spa Building</b>	<b>49,737.60</b>	<b>90.24%</b>
<hr/>		
<b>Subtotal of Areas</b>	<b>55,116.26</b>	<b>100.00%</b>
<hr/>		
<b>Total</b>	<b>55,116.26</b>	<b>100.00%</b>



## US Roofing Systems, LLC

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### Recap by Category

Items	Total	%
CLEANING	1,104.00	2.00%
GENERAL DEMOLITION	9,543.29	17.31%
LABOR ONLY	1,805.70	3.28%
ROOFING	42,519.76	77.15%
TEMPORARY REPAIRS	143.51	0.26%
<b>Subtotal</b>	<b>55,116.26</b>	<b>100.00%</b>

**Unless specifically noted to the contrary, the following notes and mutual promises and/or agreements are acknowledged by all relevant parties, and apply to this Scope of Work and/or Estimate.**

#### **Estimate:**

This Scope of Work, Estimate, and/or any of its Exhibits (Collectively the "Estimate") are the final and complete Estimate between the Parties within relation to the above mentioned property. This Estimate supersedes all prior estimates, contemporaneous notes, representations, and understandings of the Parties. No supplements, modifications, or amendments of this Estimate shall be binding unless executed and agreed upon by all Parties. In the event of discrepancy between the final Estimate and correspondence, or any other Estimates documents, including plans and specifications, this final estimate shall be the controlling document.

No Waiver of any of the provisions of this Estimate shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, or shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing and agreed to by all parties.

All items presented for consideration in this Estimate are based solely on **US Roofing Systems'** experience as a contractor/consultant.

**US Roofing** reserves the right to amend this Estimate pending review of all or part of this Estimate by independent architects, engineers, and/or other relevant design professionals and or consultants. The cost of any independent review is not included in this estimate and is the sole responsibility of the Owner.





## US Roofing Systems, LLC

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This Scope of Work and/or Estimate is exclusively limited to what is stated on the face herein. Unless specifically stated in writing this Estimate excludes the cost related to the abatement/ remediation and disposal of hazardous materials including but not limited to asbestos, mold, lead, or any other hazardous materials.

The performance of the work proposed in this Estimate shall be governed solely by the terms and conditions stated herein. No other terms, and/or conditions, order acknowledgment, or purchase order of any kind of document furnished by the Owner shall be construed as an acceptance of any terms or conditions contained within such documents which are inconsistent with the terms and conditions stated herein.

Unless specifically noted within this estimate, the following items are excluded from this Scope of Work and/or Estimate amount:

*All mechanical, HVAC, and Electrical Work*  
*Plumbing Services*  
*Lighting Protection*  
*Waterproofing or Restoration of Walls*  
*Sundry Work, Night Work, Holiday Work, and Overtime*  
*Interior Protections or Clean-Up*  
*FPL Shutdown*  
*Active Leak Repairs Coverage*  
*Any Wood Replacement*  
*Asbestos Abatement*  
*Removal of Abandoned Equipment*  
*L-Flashing's and Stucco Work*  
*Slope Roof*  
*Roof Hatch Replacement*  
*Additional Roof Drains*  
*Enlargement of Overflow Scuppers*  
*Alterations to the Building Structure*  
*Removal and/or Replacement of Skylights*  
*Removal and/or Replacement of Satellites*  
*Walk Pads*  
*Gutters, Down spouts, or Leather-Head/Connector Heads*

### **Proprietary and Confidential:**

The Parties agree that this Estimate is the Confidential Proprietary property of **US Roofing**. The information contained herein may only be utilized by the persons and/or entity to whom **US Roofing** presented this estimate. This Estimate and/or any information contained within or attached to may not be used by any other persons or entity without the explicit written consent of **US Roofing**.



## US Roofing Systems, LLC

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Owner acknowledges that this right is held exclusively by **US Roofing**. Any Confidential or Proprietary obligations contained in this

Estimate shall survive the termination of this Estimate for any reason whatsoever, and binds each Parties legal representatives, successors, and assigns.

The Parties agree that any and all documents generated by **US Roofing** as it relates to this Estimate remains the sole property of

**US Roofing**. Any unauthorized use or distribution of the Estimate or related documents, shall be at recipients' sole risk and without any liability to **US Roofing**.

### **Owners' Insurance:**

The information contained in this Estimate may be compiled from many sources, including but not limited to: A physical inspections, roof and/or elevation reports, photographs, historical documentation, and information provided by the Owner, and/or the Owner's insurance carrier, if applicable. In these circumstances, the inclusion and exclusion of services to be provided on the project is ultimately determined by the insurance carrier and not **US Roofing**. Any discrepancies in these services is exclusively between Owner and its insurance carrier, as relates to services to the property included in this estimate.

### **Pricing:**

Unless otherwise indicated all labor rates included in this Estimate are based upon unfettered access to the property/project, and regular,/standard time labor rates. Overtime rates are not included in this Estimate.

### **Allowances:**

This estimate may contain items for which an "Allowance" has been provided. An Allowance will be used in situations where the actual, final amounts has not been determined. The actual amounts/cost to preform an identified task or certain materials, license, ect., may be dependent upon circumstances that have yet been identified at the the time the Estimate was created and/or the allowance items is utilized. Neither the Owner, nor anyone else related to this Estimate may rely upon the amount utilized in the Allowance. US Roof disclaims any responsibility with regard to Allowances.

### **Outside Work:**

Any items or services included on this Estimate that are subcontracted and/or supplied from an outside party, may included a price mark-up and/or may not reflect all available discounts that were given to **US Roofing**. The Parties acknowledge and agree the

**US Roofing** has the exclusive right to substitute suppliers, subcontractors, and vendors at its sole and



## US Roofing Systems, LLC

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absolute discretion, without  
notice or approval from the Owner.

### **Taxes and Fees:**

Due to unexpected changes, or discrepancies in local and federal tax rates and/or other fee cost, All Parties acknowledges that any tax or fee cost included in this Estimate are not final until and subject to review and adjustment at the time of billing to meet the appropriate rate(s).

### **Material Prices:**

Due to the current state of the industry and worldwide shipping issues that are beyond the control of **US Roofing**, roofing material manufacturers are unwilling to commit to firm prices or delivery dates of numerous roofing materials, including but not limited to: fasteners, adhesives, polyisocyanurate insulation, and roofing membranes. Rather, these roofing material manufactures will not know or disclose the final price of the materials until the date of shipment. Due to this, the Parties acknowledge and agree the Final Estimate may be adjusted to reflect the final cost of the material on the date of shipping, and/or will be corrected at the time of invoicing. If and when circumstances change, **US Roofing** agrees to remove this Clause from the Estimate, with no effect to any other part of this Estimate.

### **Permits:**

Engineering fees for obtaining roofing permits and/or building permits, base permit fees, and permit processing fees are not included in this Estimate. Due to local municipalities having their own fee schedules that may unexpectedly change without notice, **US Roofing** will leave all fees related to permitting as an "Open Item" until the final amount of the all fees and ancillary cost are determined. At that time **US Roofing** will issue an invoice reflecting the precise fee amounts including mark-ups.

### **Debris:**

This Estimate included the removal of all roofing related debris

### **Work Hours:**

This Estimate is based upon the performance of work during **US Roofing's** regular working hours, which are 7AM to 7PM Monday through Saturday, excluding Sundays and National Holidays.

### **Overtime Hours:**



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If **US Roofing** is required to work on Sundays, Nights, Holidays, or over 40-hours during one calendar week, the Owner agrees to pay an additional rate of \$15.00 per hour per man hour worked or the prevailing overtime/holiday rate which ever is higher.

These rate will apply to supervision and management time. For night work an additional charge for temporary lighting may be required. If overtime work is required to be preformed additional or special inspections may be required by the local or state agencies, the cost for these inspections will be invoiced to the owner as incurred at cost plus mark-up.

### **Additional Services:**

For "Additional Services" charged outside the Scope of Work of this estimate the following labor rates will be used plus the cost of any materials and or equipment required; Supervisor @ \$150.00 Per Hr., Roofer @ \$125.00 Per Hr., and Apprentice @ \$85.00 Per Hr.

### **Performance:**

\* Owner acknowledges that **US Roofing** is not a "roofing engineer" and as such, has not performed any engineering, architectural, or other such analysis, of the structure upon which the roofing services are to be performed.

\* **US Roofing Systems** guarantees that all work to be performed under this Estimate will be done in accordance with any and all International Building Codes and/or local and state requirements.

\* Prior to the start of this project the Owner is required to designate a representative to conduct a pre-job conference with **US Roofing** in order to coordinate any and all activities and avoid any potential delays or unexpected events.

\* For the Duration of this project **US Roofing** requires a minimum of (3) three parking spaces at any and all project locations for staging of materials and equipment

\* Any required permits must be displayed and remain accessible to inspectors at all times during the duration of this project

### **Limitations.**

**US Roofing** is not responsible for any claims or damage resulting from;

- 1) *Any severe weather events including but not limited to hail, lightning, high winds.*
- 2) *Damage or deficiencies by a Roofing Engineer, Structural Engineer, or other Building/Roof Consultants.*
- 3) *Lack of Owner required maintenance including but not limited to maintaining clear drains, maintaining clear scuppers, debris removal from the roof and gutters & down spouts.*
- 4) *Owner or other third parties putting solvents, oils, or other improper liquids or agents on the roof or improperly installing*



## US Roofing Systems, LLC

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*equipment on the roof system.*

*5) Owners selection that go against **US Roofing's** recommendations or roofing substrates that was not removed against **US Roofing's** recommendations.*

### **Force Majeure:**

Owner will not hold **US Roofing** liable, will not impose any delay charges, and will extend any deadlines (to the amount of days incurred by the conditions of Force Majeure) for not meeting its obligations under this Estimate due to circumstances that prevent **US Roofing** from sufficiently performing. Those circumstances included, but are not limited to: acts of war, local quarantine or evacuation order, acts of God, continuing severe weather, Order by Court or governmental authority, continuous materials shortages, or other circumstances beyond **US Roofing's** control. In the event of significant delay or price increase of material, equipment, or energy occurring during the performance of this Estimate, through no fault of **US Roofing**, the Estimate sum, time of completion, or Estimate requirements shall be equitably adjusted. Owner agrees to pay any additional costs that may be incurred due to any demobilization or re-mobilization caused by natural disaster, or other Force Majeure circumstances.

### **Temporary and Emergency Work Disclaimer:**

Owner understand and acknowledges that "Emergency Work" is temporary in nature. This work may include but is not limited to; temporary roofing, boarding up of damaged property, and/or winterization. Owner shall indemnify and hold US Roof harmless for any liability for damages to Owners Property that occur during or upon completion of temporary repairs. Owner Further agrees to indemnify and hold harmless US Roof from and against any all claims of any person occupying, whether permanently or temporarily Owners Property. Owner agree and understands that temporary work in temporary and that permanent repairs must be scheduled in order to avoid further damage to the property.

### **Call Backs:**

Owner acknowledges that "Call Backs" are considered temporary repairs and will be priced as such.

### **Mold Disclaimer:**

Owner acknowledges and agrees that Moisture may enter the Property prior to any work being performed by **US Roofing**, which may have resulted in mold growth. **US Roofing** disclaims any and all responsibility for damage to persons or property arising from



## US Roofing Systems, LLC

1903 Central Drive, Suite 200  
Bedford, Texas 76021  
Florida Roofing Licenses  
GCG1530551 CCC1333149

or related to the presence of mold at the Property. By execution of this Estimate and/or Scope of Work, Owner agrees to the following:

1. Releases **US Roofing** from any and all claims Owner and/or Owner's insurer, employees, tenants, and/or any other building occupant or invitee may have as a result of such mold growth; and
2. Agrees to defend, indemnify, and hold harmless **US Roofing** from any and all penalties, actions, liabilities, costs, expenses, and damages arising from or relating to the presence of mold on or in Owner's Property.

### **Warranties.**

Unless specifically stated on the face of the Estimate, Owner acknowledges that **US Roofing** has not provided, nor implied a Warranty of any kind. Specifically, **US Roofing** disclaims any Implied Warranty or Warranty of Fitness for a Particular Purpose.

Owner agrees to inform **US Roofing** of all current warranties in effect for the Work and/or Property that is covered under this

Estimate. Owner shall indemnify, protect, and hold **US Roofing** harmless from any and all claims (including court costs and legal

fees), damages, actions, or injuries, or the termination of a Warranty, arising from the performance by **US Roofing** of the Services

performed under the Estimate. **US Roofing** agrees to provide to Owner the following applicable warranties:

1. *Twenty (2) Year Manufacturer Warranty;*
2. *Limited Lifetime Shingle Manufacturer's Warranty; and/or*
3. *US Roofing Systems, LLC Workmanship Warranty.*

A severe weather event will void the Roof Warranty. **US Roofing** will not be held liable for any incidental or consequential damages

to the structure (of Roofing Work) or its contents, business interruption claims or damages, or personal injury claims based upon a

negligent breach of warranty, strict liability other than the exclusive warranty set forth in this Estimate.

### **Choice of Law:**

Any controversy or claim arising out of or relating to this Estimate or Scope of Work, or breach thereof, may be submitted to a

Court of competent jurisdiction where the Property is located.

;

### **Unforeseen Conditions/ Unit Prices (If Applicable):**

When request by the Owner or Due to unforeseen conditions that require additional services or materials to complete the "Scope

of Work" that are found to be above/beyond the original Estimate quantities, the following unit prices will apply and be added to

any Estimate or Agreement such as a "Change Order". Owners acceptance of this Estimate or Agreement shall constitute Owners

acceptance of all Change Orders as it relates to the below stated unit priced items. Any items marked with





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\$TBD value will be reviewed with the Owner prior to any work being performed.

*Plywood Decking \$5.00 per SF (32 SF Min.)*

*Skylight \$TBD*

*Lightweight Insulation Replacement (Up to 4" thick) \$8.25 per SF (100 SF Min.)*

*Wet Insulation Replacement \$TBD (Based upon Thickness)*

*2" X 6" P.T. Wood Nailer \$5.50 per LF (10 LF Min.)*

*Standard 1" X 8" / 1" X 10" \$8.00 per LF*

*Structural Lumber 2" X 4" \$5.25 per LF*

*Structural Lumber 2" X 6" \$5.50 per LF*

*Structural Lumber 2" X 8" \$6.00 per LF*

*Air Conditioning Units & Electrical Wiring.*

Included in the Estimate is what **US Roofing** perceives as needed, related to air conditioning units and electrical wiring, in order to sufficiently complete the Project and all building code requirements. Due to different municipalities having different interpretations of the code requirements, certain materials or services may not be identified until permits are pulled or the Project has actually started. US Roofing agrees to inform Owner of any impacts these unexpected costs may have on the completion of the Project.

*Removal and reinstallation of A/C \$1,250.00 per unit (Up to 3 tons)*

*Unit on new aluminum stand (per IBC standards)*

*This cost includes refrigeration and electrical connections*

### **Safety & Drainage Requirements:**

Due to a change in Building Code, if Owner's property was built prior to 2014, the installation of additional and/or enlarging of existing drains and scuppers may be required in order to prevent roof decks from collapsing due to the weight of water during torrential rainstorms. As part of the permitting package, **US Roofing** has included fees associated with permit pulling by a certified Engineer. If it is determined, based on the initial investigation that the project may require additional drainage, the cost of such upgrades are provided below. The exact amount will be determined upon receipt of the final engineering report and approval by local build department (if required). **US Roofing** reserves the right to revise/modify these unit prices if site conditions and/or market conditions warrant such changes.

*Retrofit Drains (per IBC standards) \$750.00 each*

*Cut New Scuppers or Enlarge Scuppers (Per IBC standards) \$750.00 each*

*Lighting Protection Sacrificial Pads (per FBC) \$15.00 each*

*New Standard Leather-Heads (12" 24-ga Galvanized or Kynar finish) \$350.00 each*



## US Roofing Systems, LLC

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*New Standard Downspout (5" x 5" 24-ga Galvanized or Kynar finish) \$150.00 per 10' section*

*Lighting Protection Permit Allowance \$TBD*

*Other Additional Cost Items.*

*Walk Pads \$45.00 per LF*

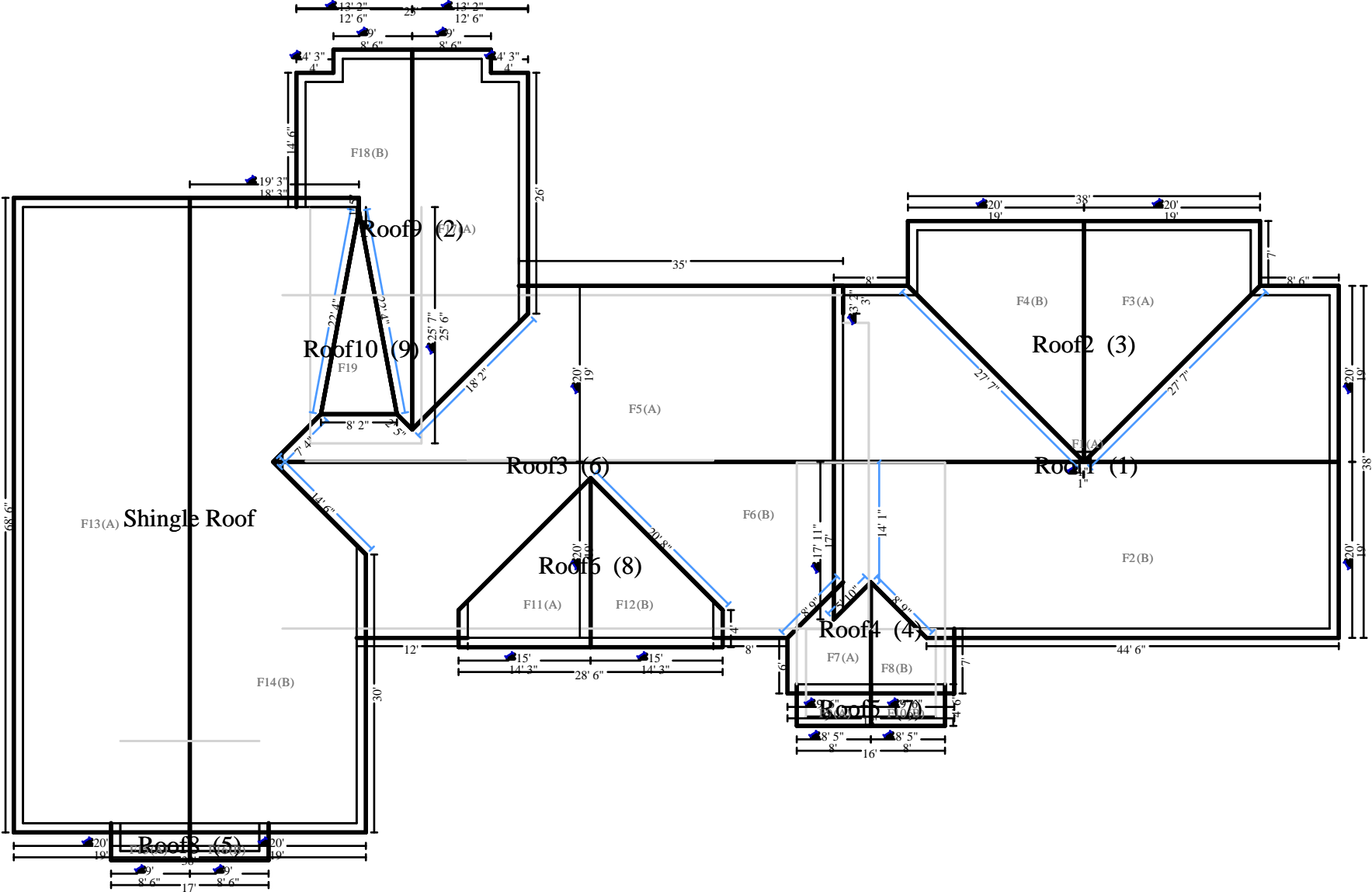
*Stucco Replacement (at Flashing not to exceed 12" height) \$25.00 per SF*

*Hurricane Straps (Sloped Roofing) \$45.00 each*

*L-Flashing \$15.00 per LF*

*Pipe Supports & Sacrificial Pad \$75.00 each*

*Re-Mobilization for natural disaster \$TBD*





## US Roofing Systems, LLC

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### Sketch Roof Annotations

#### Spa Building Roof

Face	Square Feet	Number of Squares	Slope - Rise / 12
F1	712.22	7.12	4.00
F2	1,055.67	10.56	4.00
F3	330.45	3.30	4.00
F4	330.45	3.30	4.00
F5	878.59	8.79	4.00
F6	776.80	7.77	4.00
F7	90.12	0.90	4.00
F8	79.06	0.79	4.00
F9	37.95	0.38	4.00
F10	37.95	0.38	4.00
F11	167.11	1.67	4.00
F12	167.11	1.67	4.00
F13	1,371.90	13.72	4.00
F14	1,214.11	12.14	4.00
F15	35.84	0.36	4.00
F16	35.84	0.36	4.00
F17	447.33	4.47	4.00
F18	302.98	3.03	4.00
F19	90.06	0.90	0.75
<b>Estimated Total:</b>	<b>8,161.54</b>	<b>81.62</b>	



Advanced Claims Technologies

## **ROOF SKETCH**

**Arlington Ridge Fairfax Hall Flat Roof**

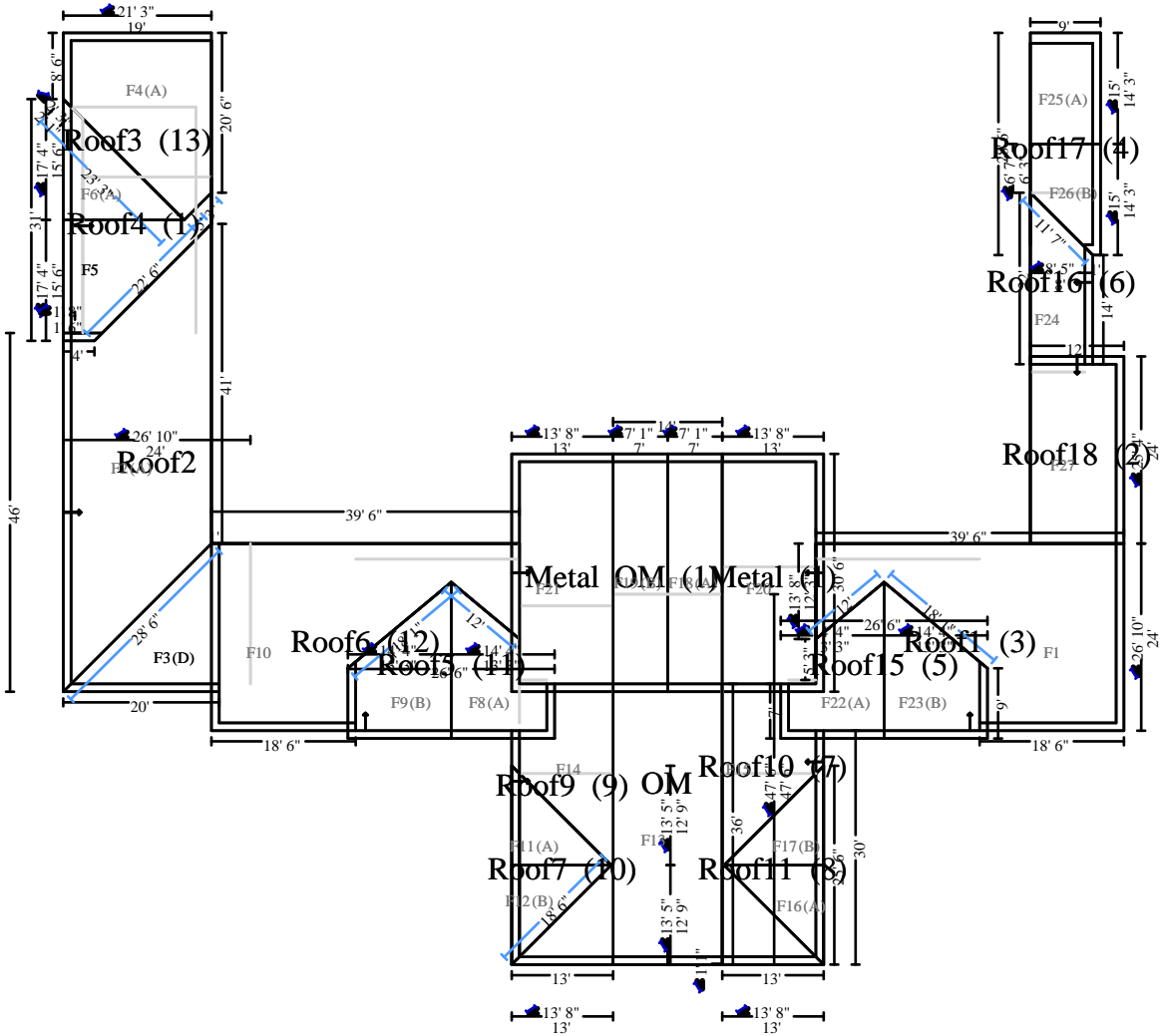
**4475 Arlington Ridge Boulevard  
Leesburg, FL, 34748**

## **Advanced Claims Technologies**

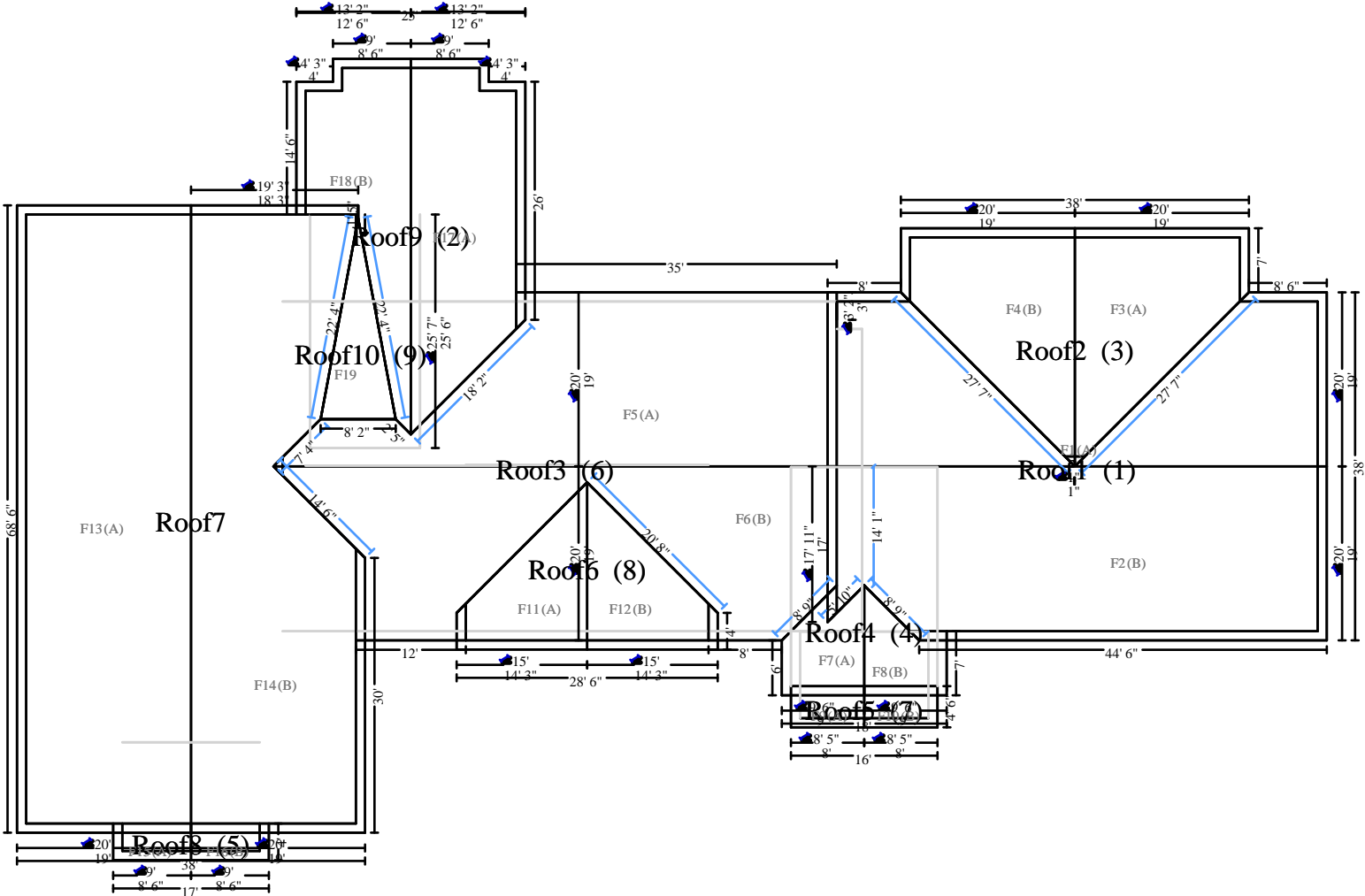
**This document is provided by Advanced Claims Technologies, LLC to the requestor for their Internal Use Only and may not be reproduced or distributed in any manner outside of their company. All aspects of this document are subject to the terms and conditions previously agreed to by the requestor when they registered for use of Advanced Claims Technologies, LLC services. This includes sketches and address specific hail reports.**







Main Level





Advanced Claims Technologies Inc.

P.O. Box 27  
Alpharetta, GA 30009

(844) 4SKETCH - (844) 475-3824

**Sketch Roof Annotations**

**SKETCH1 - Main Level**

Face	Square Feet	Number of Squares	Slope - Rise / 12
F1	717.93	7.18	6.00
F2	884.36	8.84	6.00
F3	223.05	2.23	6.00
F4	368.67	3.69	6.00
F5	210.33	2.10	6.00
F6	134.30	1.34	6.00
F8	189.54	1.90	5.00
F9	208.43	2.08	5.00
F10	717.93	7.18	6.00
F11	85.68	0.86	4.00
F12	98.85	0.99	4.00
F13	504.00	5.04	0.00
F14	319.32	3.19	4.00
F15	319.32	3.19	4.00
F16	98.85	0.99	4.00
F17	85.68	0.86	4.00
F18	216.44	2.16	2.00
F19	216.44	2.16	2.00
F20	417.95	4.18	4.00
F21	417.95	4.18	4.00
F22	189.54	1.90	5.00
F23	208.43	2.08	5.00
F24	151.79	1.52	4.00
F25	135.19	1.35	4.00
F26	101.46	1.01	4.00
F27	303.58	3.04	4.00
<b>Estimated Total:</b>	<b>7,525.04</b>	<b>75.25</b>	

**SKETCH2 - Main Level**

Face	Square Feet	Number of Squares	Slope - Rise / 12
F1	712.22	7.12	4.00
F2	1,055.67	10.56	4.00
F3	330.45	3.30	4.00
F4	330.45	3.30	4.00
F5	878.59	8.79	4.00
F6	776.80	7.77	4.00
F7	90.12	0.90	4.00
F8	79.06	0.79	4.00
F9	37.95	0.38	4.00
F10	37.95	0.38	4.00



Advanced Claims Technologies Inc.

P.O. Box 27  
Alpharetta, GA 30009

(844) 4SKETCH - (844) 475-3824

**SKETCH2 - Main Level - Continued**

<b>Face</b>	<b>Square Feet</b>	<b>Number of Squares</b>	<b>Slope - Rise / 12</b>
F11	167.11	1.67	4.00
F12	167.11	1.67	4.00
F13	1,371.90	13.72	4.00
F14	1,214.11	12.14	4.00
F15	35.84	0.36	4.00
F16	35.84	0.36	4.00
F17	447.33	4.47	4.00
F18	302.98	3.03	4.00
F19	90.06	0.90	0.75
<b>Estimated Total:</b>	<b>8,161.54</b>	<b>81.62</b>	

**Address**

4475 Arlington Ridge Boulevard

**BLDG 1 (Shingles)**

**VARIABLES**

SF	Surface Area	5752.26
SQ	Number Of Squares	57.52
P	Total Perimeter Length	779.09
R	Total Ridge Length	174.08
HIP	Total Hip Length	33.75
VAL	Total Valley Length	191.61
EAVE	Total Eave Length	421
RAKE	Total Rake Length	358.09
FLASH	Total Flashing	94.5
STEPFLASH	Total Step Flashing	115.47

**WASTE FACTOR**

10%	63.33
15%	66.33
18%	68.00
20%	69.33

**BLDG 1 (OM)**

**VARIABLES**

SF	Surface Area	936.89
SQ	Number Of Squares	9.37
P	Total Perimeter Length	42.39
R	Total Ridge Length	163.5
HIP	Total Hip Length	0
VAL	Total Valley Length	0
EAVE	Total Eave Length	14
RAKE	Total Rake Length	28.39
FLASH	Total Flashing	14
STEPFLASH	Total Step Flashing	0

**WASTE FACTOR**

10%	10.33
15%	11.00
18%	11.33
20%	11.33

**Address**

4475 Arlington Ridge Boulevard

**BLDG 1 (Metal)**

**VARIABLES**

SF	Surface Area	835.9
SQ	Number Of Squares	8.36
P	Total Perimeter Length	115.81
R	Total Ridge Length	0
HIP	Total Hip Length	0
VAL	Total Valley Length	0
EAVE	Total Eave Length	61
RAKE	Total Rake Length	54.81
FLASH	Total Flashing	0
STEPFLASH	Total Step Flashing	0

**WASTE FACTOR**

10%	9.33
15%	9.67
18%	10.00
20%	10.33

**BLDG 2**

**VARIABLES**

SF	Surface Area	8161.54
SQ	Number Of Squares	81.62
P	Total Perimeter Length	620.59
R	Total Ridge Length	290.17
HIP	Total Hip Length	0
VAL	Total Valley Length	216.52
EAVE	Total Eave Length	312
RAKE	Total Rake Length	308.59
FLASH	Total Flashing	7.17
STEPFLASH	Total Step Flashing	96.63

**WASTE FACTOR**

10%	90.00
15%	94.00
18%	96.33
20%	98.00



REPORT #: 271945

DATE CREATED: 09/15/2022

CLAIM #: N/A

JOB #: N/A

DATA VERIFIED AS OF: 11/05/2021

## PROPERTY ADDRESS

**4475 Arlington Ridge  
Boulevard  
Leesburg, FL 34748** ELEVATION **86** FT

## AUTHORITY HAVING JURISDICTION

**CITY OF LEESBURG**CODE  
ENFORCED**YES**INSTALL PER ROOFING  
MANUFACTURER  
SPECIFICATIONS**YES**

## SALES TAX

**7%****352.728.9735****WWW.LEESBURGFLORIDA.GOV**

permits@leesburgflorida.gov

CHIEF BUILDING OFFICIAL  
ANN M. KINSEY**2020 FBC (2018 IBC)**

ICE & WATER SHIELD ON EAVES	<b>NO</b>
DRIP EDGE	<b>YES</b>
VALLEY LINER	<b>YES</b>
UNDERLAYMENT	<b>YES</b>

**2020 FBC (2018 IECC)**

ELEVATION	<b>86 FT</b>
CLIMATE ZONE	<b>ZONE 2A / MOIST</b>
INSULATION ABOVE	<b>R-25CI</b>
ATTIC/OTHER	<b>R-38</b>

CEILING	<b>400 FT</b>
RESTRICTED AREA	<b>NO</b>
FAA AUTHORIZATION	<b>NO</b>

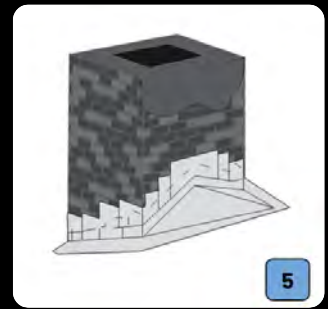
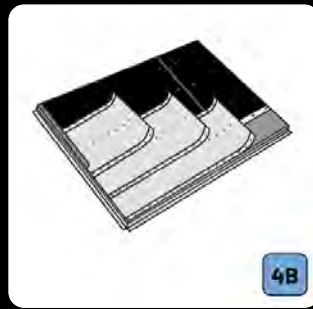
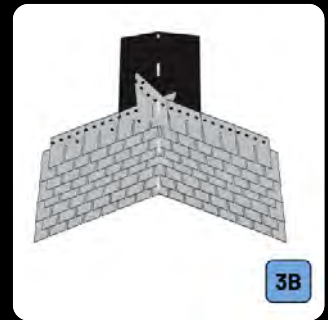
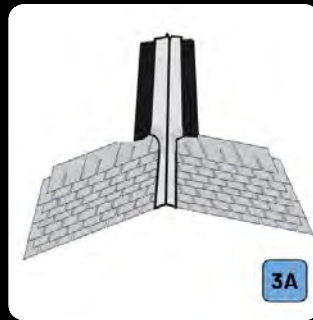
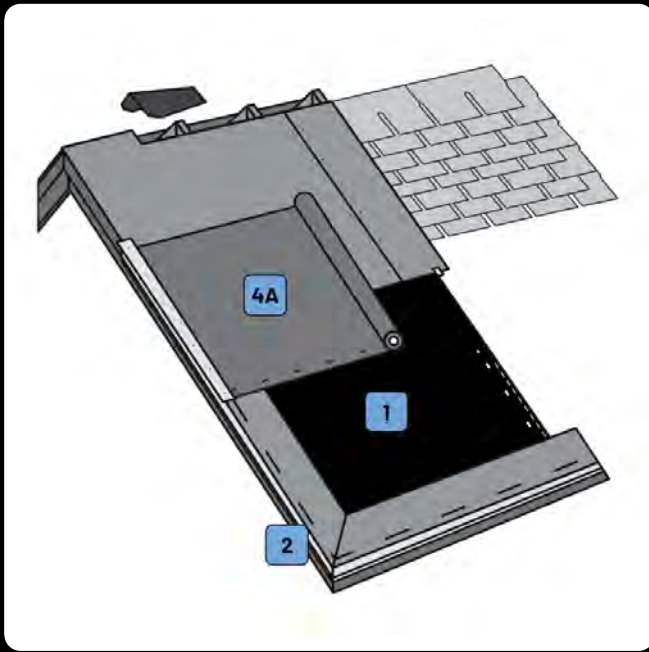
**DRONE**

FAA REGULATION



# ROOFING REPORT DETAIL

4475 Arlington Ridge Blvd, Leesburg FL 34748



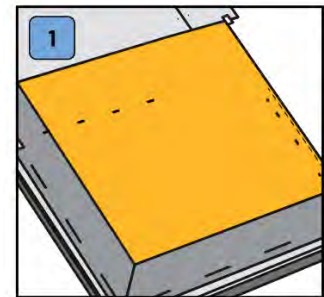
**✗ NO**

**ONECLICK CODE HAS CONFIRMED WITH THE CITY OF LEESBURG THAT AN ICE BARRIER (ICE AND WATER SHIELD) IS NOT REQUIRED ON THE EAVES.**

### 1507.1.2 ICE BARRIERS.

In areas where there has been a history of ice forming along the eaves causing a backup of water, an ice barrier shall be installed for asphalt shingles, metal roof shingles, mineral-surfaced roll roofing, slate and slate-type shingles, wood shingles, and wood shakes. The ice barrier shall consist of not less than two layers of underlayment cemented together, or a self-adhering polymer modified bitumen sheet shall be used in place of normal underlayment and extend from the lowest edges of all roof surfaces to a point not less than 24 inches (610 mm) inside the exterior wall line of the building.

Exception: Detached accessory structures that contain no conditioned floor area.

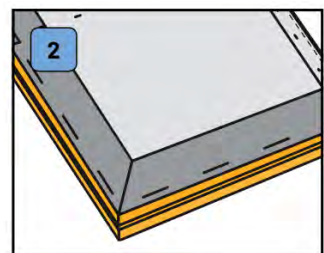


**✓ YES**

**ONECLICK CODE HAS CONFIRMED WITH THE CITY OF LEESBURG THAT A DRIP EDGE IS REQUIRED.**

### 1507.2.8.3 DRIP EDGE.

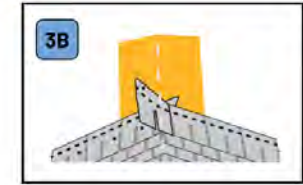
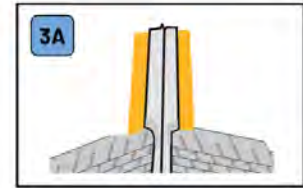
A drip edge shall be provided at eaves and rake edges of shingle roofs. Adjacent segments of the drip edge shall be lapped not less than 2 inches (51 mm). The vertical leg of drip edges shall be not less than 1 1/2 inches (38 mm) in width and shall extend not less than 1/4 inch (6.4 mm) below sheathing. The drip edge shall extend back on the roof not less than 2 inches (51 mm). Underlayment shall be installed over drip edges along eaves. Drip edges shall be installed over underlayment along rake edges. Drip edges shall be mechanically fastened at intervals not greater than 12 inches (305 mm) on center.



**YES****ONECLICK CODE HAS CONFIRMED WITH THE CITY OF LEESBURG THAT VALLEY LINERS ARE REQUIRED.**

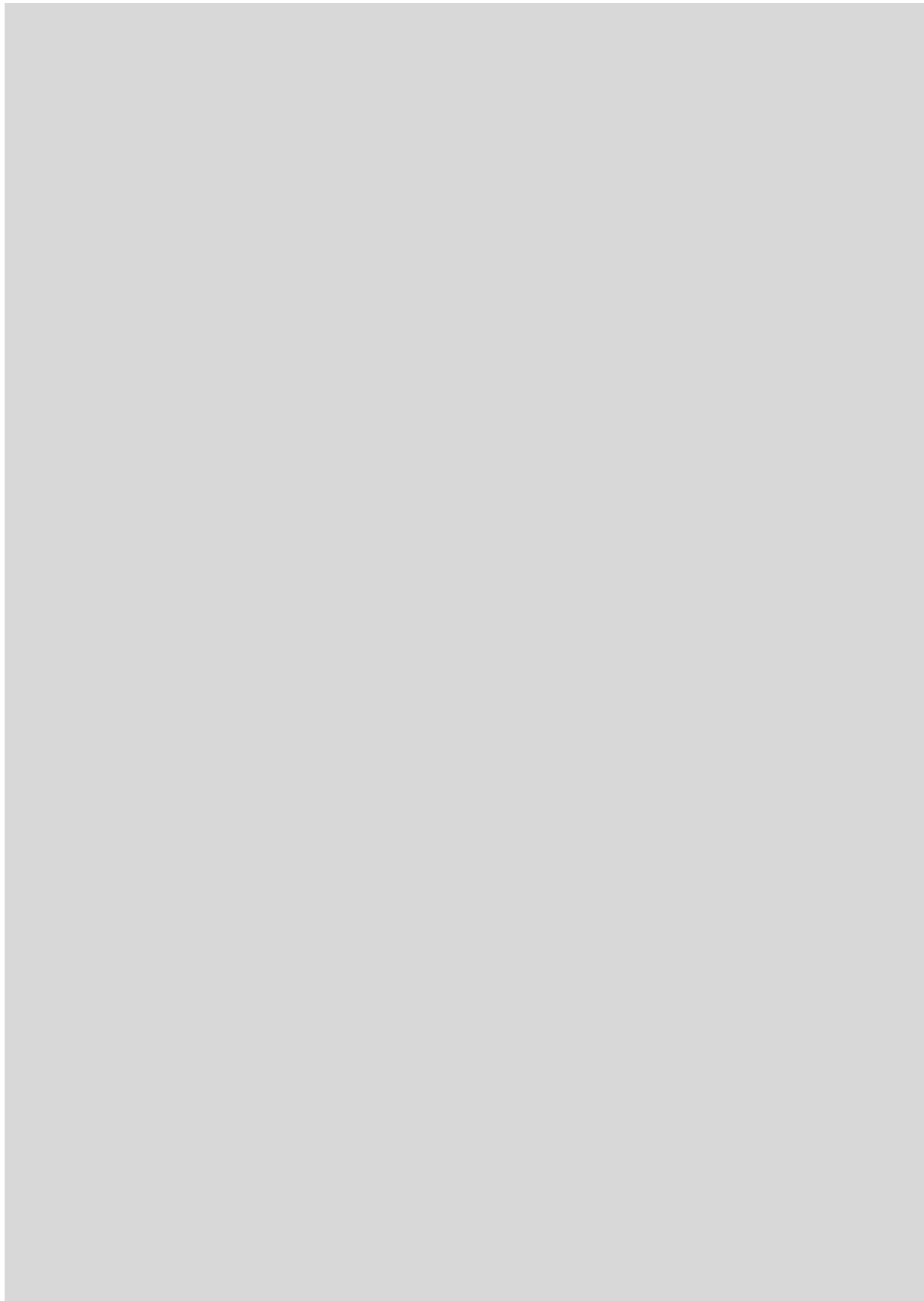
Valley linings shall be installed in accordance with the manufacturer's instructions before applying shingles. Valley linings of the following types shall be permitted:

1. For open valleys (valley lining exposed) lined with metal, the valley lining shall be at least 24 inches (610 mm) wide and of any of the corrosion-resistant metals in Table 1507.2.8.2.
2. For open valleys, valley lining of two plies of mineral-surfaced roll roofing complying with ASTM D3909 or ASTM D6380 shall be permitted. The bottom layer shall be 18 inches (457 mm) and the top layer not less than 36 inches (914 mm) wide.
3. For closed valleys (valleys covered with shingles), valley lining of one ply of smooth roll roofing complying with ASTM D6380, and not less than 36 inches (914 mm) wide or types as described in Item 1 or 2 above shall be permitted. Self-adhering polymer modified bitumen underlayment bearing a label indicating compliance with ASTM D1970 shall be permitted in lieu of the lining material.

**1507.2.8.2 VALLEYS.**



4475 Arlington Ridge Blvd, Leesburg FL 34748



**YES**

**ONECLICK CODE HAS CONFIRMED WITH THE CITY OF LEESBURG THAT AN UNDERLAYMENT IS REQUIRED.**

Underlayment for asphalt shingles, metal roof shingles, mineral surfaced roll roofing, slate and slate-type shingles, and metal roof panels shall comply with one of the following methods:

1. The entire roof deck shall be covered with an approved self-adhering polymer modified bitumen underlayment complying with ASTM D1970 installed in accordance with both the underlayment manufacturer's and roof covering manufacturer's installation instructions for the deck material, roof ventilation configuration and climate exposure for the roof covering to be installed.

Exception: An existing self-adhering modified bitumen underlayment that has been previously installed over the roof decking and, where it is required, re-nailing off the roof sheathing in accordance with Section 706.7.1 of the Florida Building Code, Existing Building can be confirmed or verified. An approved underlayment in accordance with Table 1507.1.1.1 for the applicable roof covering shall be applied over the entire roof over the existing self-adhered modified bitumen underlayment.

2. A minimum 4-inch-wide (102 mm) strip of selfadhering polymer-modified bitumen membrane complying with ASTM D1970, installed in accordance with the manufacturer's instructions for the deck material, shall be applied over all joints in the roof decking. An approved underlayment in accordance with Table 1507.1.1.1 for the applicable roof covering shall be applied over the entire roof over the 4-inch-wide (102 mm) membrane strips.

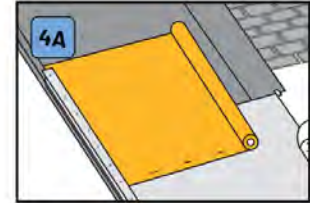
Exception: A synthetic underlayment that is approved as an alternative to underlayment complying with ASTM D226 Type II and having a minimum tear strength of 15 lbf in accordance with ASTM D4533 and a minimum tensile strength of 20 lbf/inch in accordance with ASTM D5035 shall be permitted to be applied over the entire roof over the 4-inchwide (102 mm) membrane strips. This underlayment shall be installed and attached in accordance with the underlayment attachment methods of Table 1507.1.1.1 for the applicable roof covering and slope and the underlayment manufacturer's installation instructions.

3. A minimum 3/4-inch-wide (96 mm) strip of selfadhering flexible flashing tape complying with AAMA 711, Level 3 [for exposure up to 176°F (80°C)], installed in accordance with the manufacturer's instructions for the deck material, shall be applied over all joints in the roof decking. An approved underlayment in accordance with Table 1507.1.1.1 for the applicable roof covering shall be applied over the entire roof over the 4-inchwide (102 mm) flashing strips.

Exception: A synthetic underlayment that is approved as an alternative to underlayment complying with ASTM D226 Type II and having a minimum tear strength of 15 lbf in accordance with ASTM D4533 and a minimum tensile strength of 20 lbf/inch in accordance with ASTM D5035 shall be permitted to be applied over the entire roof over the 4-inchwide (102 mm) membrane strips. This underlayment shall be installed and attached in accordance with the underlayment attachment methods of Table 1507.1.1.1 for the applicable roof covering and slope and the underlayment manufacturer's installation instructions.

4. Two layers of ASTM D226 Type II or ASTM D4869 Type III or Type IV underlayment shall be installed as follows: Apply a 19-inch (483 mm) strip of underlayment felt parallel to and starting at the eaves, fastened sufficiently to hold in place. Starting at the eave, apply 36-inch-wide (914 mm) sheets of underlayment, overlapping successive sheets 19 inches (483 mm); end laps shall be 6 inches (152 mm) and shall be offset by 6 feet (1829 mm). The underlayment shall be attached to a nailable deck with corrosion-resistant fasteners with one row centered in the field of the sheet with a maximum fastener spacing of 12 inches (305 mm) o.c., and one row at the end and side laps fastened 6 inches (152 mm) o.c. Underlayment shall be attached using annular ring or deformed shank nails with metal or plastic caps with a nominal cap diameter of not less than 1 inch (25.4 mm). Metal caps are required where the ultimate design wind speed, Vult, equals or exceeds 170 mph. Metal caps shall have a thickness of not less than 32-gage sheet metal. Powerdriven metal caps shall have a minimum thickness of 0.010 inch (0.254 mm). The minimum thickness of the

### 1507.1.1.1 UNDERLAYMENT FOR ASPHALT, METAL, MINERAL SURFACED, SLATE AND SLATE-TYPE ROOF COVERINGS.



outside edge of plastic caps shall be 0.035 inch (0.889 mm). The cap nail shank shall be not less than 0.083 inch (2.1082 mm) for ring shank cap nails. The cap nail shank shall have a length sufficient to penetrate through the roof sheathing or not less than 3/4 inch (19.05 mm) into the roof sheathing.

5. Two layers of a synthetic underlayment that has a product approval as an alternative to underlayment complying with ASTM D226 Type II shall be permitted to be used. Synthetic underlayment shall have a minimum tear strength of 15 lbf in accordance with ASTM D4533, shall have a minimum tensile strength of 20 lbf/inch in accordance with ASTM D5035 and shall meet the liquid water transmission test of Section 8.6 of ASTM D4869. Synthetic underlayment shall be installed as follows: Apply a strip of synthetic underlayment that is half the width of a full sheet parallel to and starting at the eaves, fastened sufficiently to hold in place. Starting at the eave, apply full sheets of reinforced synthetic underlayment, overlapping successive sheets half the width of a full sheet plus the width of the manufacturer's single-ply overlap. End laps shall be 6 inches (152 mm) and shall be offset by 6 feet (1829 mm). Synthetic underlayment shall be attached to a nailable deck with corrosion-resistant fasteners with a maximum fastener spacing measured horizontally and vertically of 12 inches (305 mm) o.c. between side laps, and one row at the end and side laps fastened 6 inches (152 mm) o.c. Synthetic underlayment shall be attached using annular ring or deformed shank nails with metal or plastic caps with a nominal cap diameter of not less than 1 inch (25.4 mm). Metal caps are required where the ultimate design wind speed, Vult, equals or exceeds 170 mph. Metal caps shall have a thickness of not less than 32-gage sheet metal. Power-driven metal caps shall have a minimum thickness of 0.010 inch (0.254 mm). The minimum thickness of the outside edge of plastic caps shall be 0.035 inch (0.889 mm). The cap nail shank shall be not less than 0.083 inch (2.1082 mm) for ring shank cap nails. The cap nail shank shall have a length sufficient to penetrate through the roof sheathing or not less than 3/4 inch (19.05 mm) into the roof sheathing.

**YES**

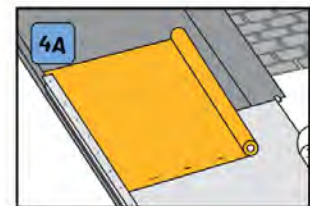
**ONECLICK CODE HAS CONFIRMED WITH THE CITY OF LEESBURG THAT AN UNDERLAYMENT IS REQUIRED.**

Underlayment for roof slopes 2:12 and greater shall conform to the applicable standards listed in this chapter. Underlayment materials required to comply with ASTM D226, D1970, D4869 and D6757 shall bear a label indicating compliance to the standard designation and, if applicable, type classification indicated. Underlayment for roof slopes 2:12 and greater shall be applied and attached in accordance with Section 1507.1.1.1, 1507.1.1.2 or 1507.1.1.3 as applicable.

Exceptions:

1. For areas of a roof that cover exterior walkways and roofs of agricultural buildings, underlayment shall comply with the manufacturer's installation instructions.
2. Compliance with Section 1507.1.1.1 is not required for structural metal panels that do not require a substrate or underlayment.

#### 1507.1.1 UNDERLAYMENT.

**YES**

**ONECLICK CODE HAS CONFIRMED WITH THE CITY OF LEESBURG THAT ALL ROOFING ASSEMBLIES ARE TO BE INSTALLED PER MANUFACTURER SPECIFICATIONS.**

#### 1503.1 GENERAL.

Roof decks shall be covered with approved roof coverings secured to the building or structure in accordance with the provisions of this chapter. Roof coverings shall be designed and installed in accordance with this code, and installed in accordance with this code and the manufacturer's approved instructions.

#### 1506.1 SCOPE

The requirements set forth in this section shall apply to the application of roof-covering materials specified herein. Roof coverings shall be applied in accordance with this chapter and the manufacturer's installation instructions. Installation of roof coverings shall comply with the applicable provisions of Section 1507.





**ONECLICK CODE HAS CONFIRMED THAT BUILDING PERMITS FOR THE ABOVE PROPERTY ADDRESS ARE ISSUED AND BUILDING CODES ARE ENFORCED BY THE CITY OF LEESBURG**

**104.1 GENERAL.**

The building official is hereby authorized and directed to enforce the provisions of this code. The building official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

**202 DEFINITIONS - ROOF ASSEMBLY.**

A system designed to provide weather protection and resistance to design loads. The system consists of a roof covering and roof deck or a single component serving as both the roof covering and the roof deck. A roof assembly can include an underlayment, thermal barrier, insulation or a vapor retarder.

Roof systems shall be designed and installed in accordance with the City of Leesburg and the approved manufacturer's installation instructions such that the roof system shall serve to protect the building or structure. The professional performing the repairs shall act in accordance with the standard of care to ensure today's methods, standards and practices are adhered to. Deviation from such or instructing one to deviate can result in a defect and is subject to an enforceable violation of the City of Leesburg building codes. The information provided by the OneClick Code application is, in part, generated from publicly available information. OneClick Code does not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. The report above is copyright of OneClick Code ©2021. Reproduction and distribution is strictly prohibited without the written permission of OneClick Code.

## R301.2 Climatic and Geographic Design Criteria

Buildings shall be constructed in accordance with the provisions of this code as limited by the provisions of this section. Additional criteria shall be set forth in Table R301.2(1).

TABLE R301.2(1)

CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY <sup>f</sup>	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP <sup>e</sup>	ICE BARRIER UNDERLAYMENT REQUIRED <sup>h</sup>	FLOOD HAZARDS <sup>g</sup>	AIR FREEZING INDEX <sup>i</sup>	MEAN ANNUAL TEMP <sup>j</sup>
	Speed <sup>d</sup> (mph)	Topographic effects <sup>k</sup>	Special wind region <sup>l</sup>	Wind-borne debris zone <sup>m</sup>		Weathering <sup>a</sup>	Frost line depth <sup>b</sup>	Termite <sup>c</sup>					
NA	See Fig. R301.2(4)				NA	Negligible	NA	Very Heavy		NA		NA	NA

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

- a. Weathering may require a higher strength concrete or *grade* of masonry than necessary to satisfy the structural requirements of this code. The weathering column shall be filled in with the weathering index, "negligible," "moderate" or "severe" for concrete as determined from Figure R301.2(3). The *grade* of masonry units shall be determined from ASTM C34, C55, C62, C73, C90, C129, C145, C216 or C652.
- b. Reserved.
- c. Termite infestation per Figure R301.2(6) is "very heavy."
- d. Wind speed shall be from the basic wind speed map [Figure R301.2(4)]. Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.
- e. The outdoor design dry-bulb temperature shall be selected from the columns of 97<sup>1</sup>/<sub>2</sub>-percent values for winter from Appendix D of the *Florida Building Code, Plumbing*. Deviations from the Appendix D temperatures shall be permitted to reflect local climates or local weather experience as determined by the *building official*.
- f. Reserved.



## Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14  
R. 01/18

85-8012983225C-7	01/31/2019	01/31/2024	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

ARLINGTON RIDGE COMMUNITY  
DEVELOPMENT DISTRICT  
6131 LYONS RD STE 100  
COCONUT CREEK FL 33073-4739

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



## Important Information for Exempt Organizations

DR-14  
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

# **Subsection 5G**

## **Discussion of Bocce Ball Repairs**

# **Subsection 5Gi**

## **Bocce Ball Proposals**

**Estimator: Chris Tappan**



**BOCCE PROPOSAL**

Submitted To:

October 12, 2022

Arlington Ridge  
26902 Camerons Run  
Leesburg, FL 34748

---

*Payment to be upon completion. Price is subject to change after 30 days. Our Base Price to furnish materials and labor as outlined:*

**Two Courts: \$9,990.00**

---

**SCOPE OF WORK:**

- 1) Mobilization.
- 2) Remove and dispose of existing bocce carpet.
- 3) Prepare concrete slab to accept new adhesive applications (assumed there is no damage to existing concrete slab. If work is required to repair, it will be at an additional cost).
- 4) Install Putters Choice outdoor green carpet on play area (12' x 60' for each court).

**NOTES:**

- 1) No additional curbs or bumper work included.
- 2) Owner to provide suitable access for equipment, water, and electric as required.
- 3) Should owner request additional material applied or other work performed which is not outlined above, it will be at an extra cost.

**WARRANTY:**

Materials are warranted against peeling and separation for a period of one year from application. Problems from normal wear, vandalism, and improper care are excluded.

Owner's Name & Billing Address: \_\_\_\_\_

Job Site's Contact Name & Phone: \_\_\_\_\_

---

Authorized Signature

---

Total Dollar Amount Authorized

---

Date



# DCO Flooring

1007 S. 14th Street  
Leesburg, FL 34748

# Estimate

Date 10/12/2022  
Estimate # 1277

### Name / Address

Arlington Ridge Bocce Ball

### Ship To

Bocce Ball Courts  
Lynn Bazile  
407 694-6845

**Terms** 50% Deposit/50% Upon Completion

**Phone #**

Description	Qty	UOM	Total
Shaw Soft Scape commercial carpet glued down	1,440	sf	5,000.00
color: FOREST NIGHT			
TWO BOCCE COURTS			
Sales Tax Included			0.00

Signature \_\_\_\_\_

**Total** \$5,000.00

DCOFlooring@comcast.net

Phone: 352-365-7809

www.DCOFlooring.com

Fax: 352-365-2435

NO RETURNS ON SPECIAL ORDER MATERIALS. INSTALLATION GUARANTEED FOR 1 YEAR FROM DATE OF INSTALLATION. Buyer understands that there may be a dye-lot variation from sample. Seller is not responsible for chips, dents or conditions of existing moldings, doors, jambs or fixtures. Room must be clear of obstacles (e.g. small furniture, decorations, breakables, etc.) at time of installations. Seller is not responsible for cutting doors. Seller is not responsible for customers measurements. Seller is not responsible for manufacturer or shipper delays. Unforeseen structural problems upon installation may change the amount due on this invoice. In the event Buyer defaults under the terms of this agreement, Buyer agrees to pay reasonable attorney fees, if the sums due are collected by or through an attorney.

# **Subsection 5J**

## **Discussion of Rules of Procedure**

**RULES OF PROCEDURE  
ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT  
EFFECTIVE AS OF NOVEMBER 17, 2022**

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**Rule 1.0      General.**

- (1) The Arlington Ridge Community Development District (“District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (“Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Rule 1.1 Board of Supervisors; Officers and Voting.**

- (1) Board of Supervisors. The Board of Supervisors of the District (“Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
  - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
  - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
  - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
  - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
  - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable

to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.



- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
  - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “Record of Proceedings,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
- (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 112.3143, 190.006, 190.007, Fla. Stat.

**Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.**

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
  - (b) Official minutes of meetings, including adopted resolutions of the Board;
  - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
  - (d) Adopted engineer's reports;
  - (e) Adopted assessment methodologies/reports;
  - (f) Adopted disclosure of public financing;
  - (g) Limited Offering Memorandum for each financing undertaken by the District;
  - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
  - (i) District policies and rules;
  - (j) Fiscal year end audits; and
  - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed

as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce

the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

**Rule 1.3 Public Meetings, Hearings, and Workshops.**

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
  - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
  - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
  - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 566-1935. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
  - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."



- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days before each meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential, and any confidential and exempt information, shall be submitted to staff for inclusion in the agenda at least eight days before the meeting/hearing, and available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Any member of the Board may request a meeting agenda item and such agenda item will be on the next succeeding agenda so long as supporting material, if applicable, is provided at least eight days before the meeting/hearing/workshop. However, the District Manager, in consultation with the Chairperson or Vice Chairperson, if the Chairperson is unavailable, may reduce the number of agenda items if necessary to ensure orderly and efficient meetings. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business

Staff reports

- (a) District Counsel
- (b) District Engineer
- (c) District Manager
  - 1. Financial Report
  - 2. Approval of Expenditures

Supervisor's requests and comments

Public comment

Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section

190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
  - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
  - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
  - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the

District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

**Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse**

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
  - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
  - (c) Support economical and efficient operations; and
  - (d) Ensure reliability of financial records and reports; and
  - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** § 218.33(3), Fla. Stat.

## **Rule 2.0 Rulemaking Proceedings.**

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
  - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
  - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
  - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
  - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:



- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
  - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
  - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
  - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

- (a) The texts of the proposed rule and the adopted rule;
- (b) All notices given for a proposed rule;
- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
- (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
  - (i) Administer oaths and affirmations;

- (ii) Rule upon offers of proof and receive relevant evidence;
  - (iii) Regulate the course of the hearing, including any pre-hearing matters;
  - (iv) Enter orders; and
  - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variations and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
  - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
    - (i) The rule from which a variance or waiver is requested;
    - (ii) The type of action requested;
    - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
    - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
  - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions

raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

(d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

(13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

**Specific Authority:** §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

**Law Implemented:** §§ 190.011(5), 190.035(2), Fla. Stat.

**Rule 3.0 Competitive Purchase.**

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
  - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
  - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
  - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

- (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
  - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
  - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds

that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
  - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
  - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
  - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.



- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
  
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
  - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
  - (ii) The past performance of the entity/individual for the District and in other professional employment;
  - (iii) The willingness of the entity/individual to meet time and budget requirements;
  - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
  - (v) The recent, current, and projected workloads of the entity/individual;
  - (vi) The volume of work previously awarded to the entity/individual;
  - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
  - (viii) Whether the entity/individual is a certified minority business enterprise.

- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.033, 255.20, 287.055, Fla. Stat.

**Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.**

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
  
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
  - (a) Hold all required applicable state professional licenses in good standing;
  - (b) Hold all required applicable federal licenses in good standing, if any;
  - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
  - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the

right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
  - (i) The ability and adequacy of the professional personnel employed by each consultant;
  - (ii) Whether a consultant is a certified minority business enterprise;
  - (iii) Each consultant's past performance;
  - (iv) The willingness of each consultant to meet time and budget requirements;
  - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
  - (vi) The recent, current, and projected workloads of each consultant; and
  - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (5) Competitive Negotiation.
- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
  - (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
  - (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
  - (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

### **Rule 3.2 Procedure Regarding Auditor Selection.**

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:



- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
  - (i) Ability of personnel;
  - (ii) Experience;
  - (iii) Ability to furnish the required services; and
  - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee

determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
  - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
  - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
  - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
  - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** §§ 119.0701, 218.33, 218.391, Fla. Stat.

**Rule 3.3 Purchase of Insurance.**

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
  - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
  - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
  - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
  - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
  - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
  - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
  - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase

insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** § 112.08, Fla. Stat.

### **Rule 3.4 Pre-qualification**

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
  - (a) The Board shall cause to be prepared a Request for Qualifications.
  - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
  - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
  - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
  - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or

responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
  - (i) Hold all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.



(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
  - ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
  - iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
  - iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
  - v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
  - vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- xii. The vendor or affiliate(s) has been convicted of a contract crime.
  - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
  - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

(b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** §§ 190.033, 255.0525, 255.20, Fla. Stat.

**Rule 3.5 Construction Contracts, Not Design-Build.**

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
  - (i) Hold all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals,

Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
  - (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.



**Rule 3.6 Construction Contracts, Design-Build.**

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
  - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
  - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
  - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
    - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
    - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
  - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
  - b. Hold all required applicable federal licenses in good standing, if any;
  - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
  - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if **the proposals are too high**, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the

Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
  9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
  10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
  - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified

Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

- (5) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

**Rule 3.7      Payment and Performance Bonds.**

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
  
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
  
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** § 255.05, Fla. Stat.

**Rule 3.8 Goods, Supplies, and Materials.**

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of



business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct

purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

**Rule 3.9 Maintenance Services.**

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
  - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
  - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
  - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
  - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
  - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.  
**Law Implemented:** §§ 119.0701, 190.033, 287.017, Fla. Stat.

**Rule 3.10 Contractual Services.**

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
  
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

**Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.**

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
  - (a) Administer oaths and affirmations;
  - (b) Rule upon offers of proof and receive relevant evidence;
  - (c) Regulate the course of the hearing, including any pre-hearing matters;



- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** § 190.033, Fla. Stat.

**Rule 4.0      Effective Date.**

These Rules shall be effective October 20, 2022, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§ 190.011(5), 190.011(15), Fla. Stat.

# **Subsection 5K**

## **Discussion of Rates for RV Lot and Non-Resident User Fees**

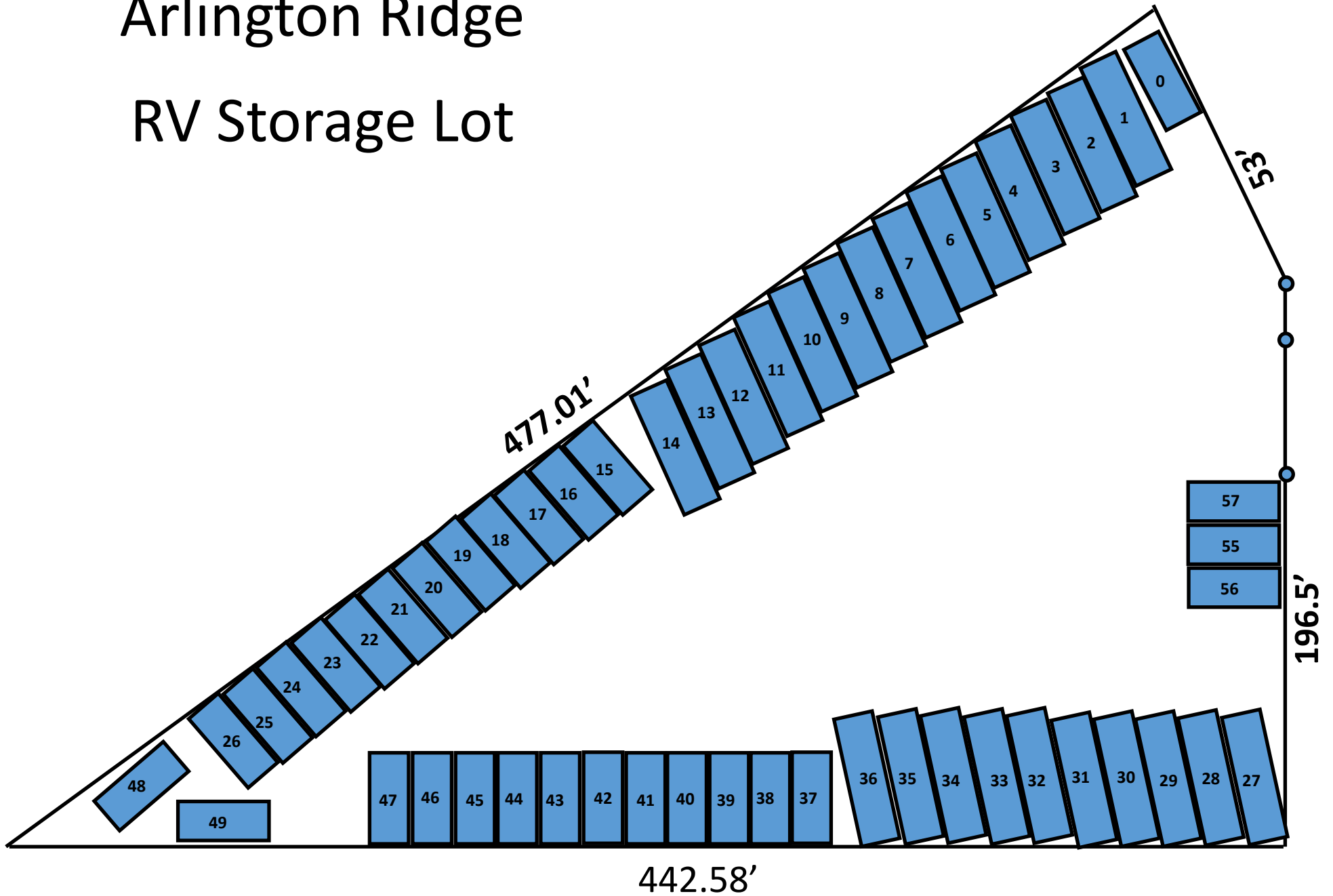
Rate per Linear Ft	Lot Sizes	Number Of Lots Per Size	Ttoal Liner Foot Per Lot Size	Proposed Monthly Fee Per Space at \$1.50 per linear foot	Months Per Year	Annual Fee	D i s c o u n t	Annual Discount	Annual Fee After Discount
\$1.50	45.0	27	1,215	\$1,822.50	12	\$21,870.00	10%	\$2,187.00	\$19,683.00
\$1.50	30.0	15	450	\$675.00	12	\$8,100.00	10%	\$810.00	\$7,290.00
\$1.50	25.5	11	281	\$420.75	12	\$5,049.00	10%	\$504.90	\$4,544.10
						Total Annual Revenue		\$31,517.10	

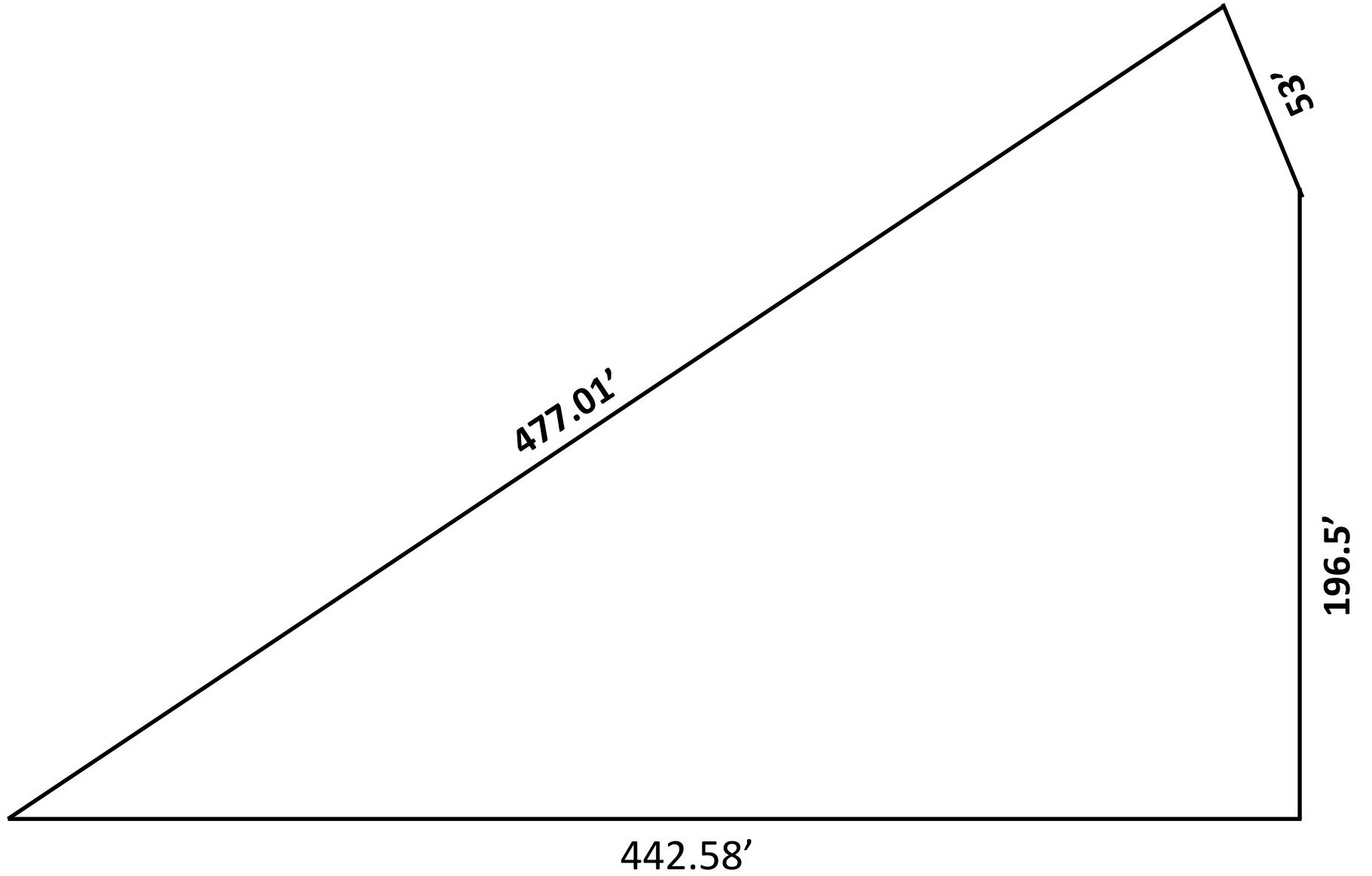
Rate per Linear Ft	Lot Sizes	Number Of Lots	Ttoal Liner	Proposed Monthly	Months Per Year	Annual Fee	c o	Annual Discount	Annual Fee After
\$1.25	45.0	27	1,215	\$1,518.75	12	\$18,225.00	10%	\$1,822.50	\$16,402.50
\$1.25	30.0	15	450	\$562.50	12	\$6,750.00	10%	\$675.00	\$6,075.00
\$1.28	25.5	11	281	\$359.04	12	\$4,308.48	10%	\$430.85	\$3,877.63
						Total Annual Revenue		\$26,355.13	

Rate per Linear Ft	Lot Sizes	Number Of Lots Per Size	Ttoal Liner Foot Per Lot Size	Proposed Monthly Fee Per Space at \$1.50 per linear foot	Months Per Year	Annual Fee	D i s c o u n t	Annual Discount	Annual Fee After Discount
\$1.00	45.0	27	1,215	\$1,215.00	12	\$14,580.00	10%	\$1,458.00	\$13,122.00
\$1.00	30.0	15	450	\$450.00	12	\$5,400.00	10%	\$540.00	\$4,860.00
\$1.00	25.5	11	281	\$280.50	12	\$3,366.00	10%	\$336.60	\$3,029.40
						<b>Total Annual Revenue</b>		<b>\$21,011.40</b>	

Rate per Linear Ft	Lot Sizes	Number Of Lots Per Size	Ttoal Liner Foot Per Lot Size	Proposed Monthly Fee Per Space at \$1.50 per linear foot	Months Per Year	Annual Fee	D i s c o u n t	Annual Discount	Annual Fee After Discount
\$0.75	45.0	27	1,215	\$911.25	12	\$10,935.00	10%	\$1,093.50	\$9,841.50
\$0.75	30.0	15	450	\$337.50	12	\$4,050.00	10%	\$405.00	\$3,645.00
\$0.75	25.5	11	281	\$210.38	12	\$2,524.50	10%	\$252.45	\$2,272.05
						<b>Total Annual Revenue</b>		<b>\$15,758.55</b>	

# Arlington Ridge RV Storage Lot





**Subsection 5Ki**

**Resolution**

**2023-01**



## RESOLUTION 2023-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE FOR A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE AND RATES, FEES AND CHARGES OF THE DISTRICT, ADOPTING RULES AND RATES, FEES AND CHARGES ON AN INTERIM BASIS AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Arlington Ridge Community Development District (the “**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District’s Board of Supervisors (“**Board**”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*, and to authorize user charges, rates and fees; and

**WHEREAS**, the Board finds it is in the District’s best interests to set a public hearing to adopt amended and restated rules of procedure for operation of the District and the rates, fees and charges set forth in **Exhibit A**.

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

**SECTION 1.** A public hearing will be held to adopt amended and restated rules of procedure and rates, fees and charges of the District on **November 17, 2022, at 2:00p.m. at Fairfax Hall, 4475 Arlington Ridge Blvd. Leesburg, Florida 34748.**

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

**SECTION 3.** The District hereby adopts the amended and restated rules of procedure and rates, fees and charges set forth in **Exhibit A** on an interim basis, pending completion of the hearing scheduled for the date and time set forth herein.

**SECTION 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 20<sup>th</sup> day of October, 2022.

ATTEST:

**ARLINGTON RIDGE COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary

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Chairperson, Board of Supervisors

**EXHIBIT A**

# **Subsection 5L**

## **Ratification of Work on Hole #6**

**WARNING:** This email originated outside of Inframark. Take caution when clicking on links and opening attachments.

Good Evening Angel,

Please include this email from GEC that provides an estimate to investigate the potential sinkhole on Hole #6 for the October 20<sup>th</sup> CDD meeting.

Respectfully,

David W. Hamstra, P.E., CFM  
Stormwater Department Manager | Pegasus Engineering, LLC  
301 West State Road 434, Suite 309 | Winter Springs, Florida 32708  
407-992-9160 work (extension 309) | 407-247-0003 cell  
[david@pegasusengineering.net](mailto:david@pegasusengineering.net)



**From:** Ryan Petersen <[rjpetersen@gecfla.com](mailto:rjpetersen@gecfla.com)>  
**Sent:** Monday, October 3, 2022 4:45 PM  
**To:** David Hamstra <[david@pegasusengineering.net](mailto:david@pegasusengineering.net)>  
**Cc:** Dan Stanfill <[dcstanfill@gecfla.com](mailto:dcstanfill@gecfla.com)>  
**Subject:** Arlington Ridge CDD

*OK Investigation  
W Miller  
10/12/2022*

David,

Based on what we discussed earlier today for a preliminary investigation for a potential sinkhole like the one at Arlington Ridge our services would likely be in the ballpark of \$7,500 to \$10,000 for GPR and some preliminary probing in and around the potential feature.



We would also include optional service for a deep SPT boring based on FDOT data in the area that would be in the ballpark of an additional \$15,000 to \$17,000.

If you have any questions let me know.

Thanks, Ryan

**Ryan J. Petersen, E.I.**  
Geotechnical Project Manager | Engineer Intern



919 Lake Baldwin Lane, Orlando, FL 32814  
407-898-1818 | 321-352-8980 (Direct) | 407-782-9418 (Cell)  
[www.gecfla.com](http://www.gecfla.com)  
 

*GEC is pleased to announce that we are now a **FDOT certified Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE)** prequalified in FDOT Work Groups 9.1, 9.2, 9.3, 9.4.1, 9.4.2, 9.5 and 10.3! GEC looks forward to*











# **Section 6**

## **Consent Agenda**



# **Subsection 6A**

## **Minutes**

**MINUTES OF MEETING  
ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Arlington Ridge Community Development District was held Thursday, September 15, 2022, at 2:00 p.m. at Fairfax Hall, 4475 Arlington Ridge Boulevard, Leesburg, Florida 34748.

Present and constituting a quorum were the following:

Bill Middlemiss	Chairman
Claire Murphy	Vice Chairman
Stephen Braun	Assistant Secretary
Robert Hoover	Assistant Secretary
James Piersall	Assistant Secretary

Also present, either in person or via Zoom Video Communications, were the following:

Angel Montagna	Manager: Inframark, Management Services
Jennifer Kilinski	Attorney: KE Law
Meredith Hammock	Attorney: KE Law
David Hamstra	Engineer: Pegasus Engineering
Brenda Burgess	Inframark, Management Services
Brett Perez	Inframark, Management Services
Robert Sardinias	Inframark, Management Services
Donise Streit	Community Association Manager
Frank Bruno	General Manager: Golf, Food & Beverage
Residents and Members of the Public	

*This is not a certified or verbatim transcript but rather represents the context and summary of the meeting. The full meeting is available in audio format upon request. Contact the District Office for any related costs for an audio copy.*

**FIRST ORDER OF BUSINESS**                      **Call to Order and Roll Call**

Ms. Montagna called the meeting to order at 2:00 p.m.

Ms. Montagna called the roll and indicated a quorum was present for the meeting.

**SECOND ORDER OF BUSINESS**                      **Pledge of Allegiance**

The *Pledge of Allegiance* not being recited, the next order of business followed.

**THIRD ORDER OF BUSINESS**                      **Audience Comments**

A Resident (lot 212) spoke against purchase of the sales center and requested the vote be reconsidered and rescinded.

A Resident (lot 600) spoke against purchase of the sales center and requested the vote be reconsidered.

A Resident (lot 604) spoke in opposition to purchase of the sales center and lack of information provided.

A Resident discussed the residential petition and a majority of respondents in opposition to the purchase of the sales center, commented on agreement signatories, and availability of facilities.

A Resident (lot 690) spoke in opposition to purchase of the sales center.

A Resident (lot 503) spoke in opposition to purchase of the sales center, requested the vote be reconsidered, and commented on negative conversations and social media posts.

A Resident (lot 86) spoke in opposition to purchase of the sales center, requested the vote be reconsidered, commented on the fiscal year 2023 meeting schedule, and discussed the continuation of agenda items from the previous meeting.

**FOURTH ORDER OF BUSINESS                      Business Items**

**A. Sales Center**

Mr. Piersall commented on support to purchase of the sales center but not the manner in which it was done, opposition to the funding agreement comingling funds from the homeowners association (“HOA”) with the District, history of the purchase process, cost of upgrades, impact to assessments, and summary of conversations regarding uses within the planned unit development (“PUD”) with City personnel.

Discussion ensued regarding inability to reconsider a prior motion without entering a new motion, ability to discuss prior to a motion, reasons in support for purchase of the sales center, position on the purchase, the process, use of current facilities, ongoing maintenance and capital project needs, making decisions as a Supervisor, appraisal versus cost of the sales center, many discussions over 18 months, comments on the inspection reports and other information, suggestion to use Fairfax Hall, personal due diligence, suggestion to review minutes, usage requests for current facilities, review of Board discussions and motions, zoning issues, value to the community, difficult decision to make, history of the process, resident responses in favor and against the purchase, lack of available space for events and groups, inaccurate statements regarding costs and process, dollars currently spent totaling approximately \$45,000, and desire to have performed more research prior to the purchase.

**i. Inspection Report for the Sales Center**

Mr. Piersall discussed the inspection report received June 2022, not being able to discuss the report at a public meeting, timeline, and suggested solutions to move forward.

**ii. Sales Center Sales and Purchase Agreement, and Funding Agreement**

Mr. Piersall made a MOTION to rescind the vote taken on May 23, 2022, for purchase of the sales center, understanding the dollars already spent.  
Mr. Hoover seconded the motion.

Discussion ensued regarding this being a polarizing topic among Board members and residents, reiteration of previous discussions and rationale for the purchase, the need to move forward, and the amount that has been expended is not trivial.

Upon VOICE VOTE, with Mr. Piersall and Mr. Hoover in favor, and Mr. Middlemiss, Ms. Murphy, and Mr. Braun against, motion did not pass (by a margin of 3-2) to rescind the vote taken on May 23, 2022, for purchase of the sales center.

Mr. Braun requested the Board establish an ad hoc resident committee, one Supervisor to chair the committee, one member of the HOA to serve, volunteers to serve, list of residents to serve selected no later than October 15, 2022, recommendations to be considered provided by residents, no decision-making authority, will report to the Board of Supervisors, and nominations to be sent to staff.

Mr. Braun made a MOTION to establish an ad hoc committee for the purpose of discussing use, name, and remodel of the sales center; committee comprised of residents, one Board member, one HOA member, and the staff facilities director; having no decision-making authority; providing all options to the Board; and presenting a report at the November meeting.  
Ms. Murphy seconded the motion.

Further discussion ensued regarding desire to move forward.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to establish an ad hoc committee for the purpose of discussing use, name, and remodel of the sales center; committee comprised of residents, one Board member, one HOA member, and the staff facilities director; having no decision-making authority; providing all options to the Board; and presenting a report at the November meeting.

*The meeting recessed at 3:17 p.m.*

*The meeting resumed at 3:31 p.m.*

**B. Approval of the Fiscal Year 2023 Meeting Schedule**

Discussion ensued regarding meeting dates and starting times, with current financial statements able to be provided.

Ms. Murphy made a MOTION to approve the fiscal year 2023 meeting schedule, as presented  
Mr. Piersall seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to the fiscal year 2023 meeting schedule, as presented

**C. Discussion of Rules of Procedure**

Ms. Montagna reviewed the proposed amendment to the current administrative rules of procedure.

Discussion ensued regarding deadlines, ability to amend an agenda, ability to call special meetings or workshops, additional costs for professional staff associated with extra meetings, current rules and procedures, suggested workshop exclusively for engineering issues, providing information in advance, restructuring the agenda to list the engineer's report earlier, rules will be adopted in the interim until adopted at the rulemaking hearing, and advertising requirements.

Mr. Braun made a MOTION to set a rulemaking hearing for amending the administrative rules of procedure.  
Ms. Murphy seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to set a rulemaking hearing for amending the administrative rules of procedure.

Ms. Montagna discussed preparation of summary minutes, more detail included for certain topics, preference for summary minutes, and audio recordings available.

**D. Consideration of Resolution 2022-25, Setting a Public Hearing for Rulemaking**

Mr. Middlemiss read Resolution 2022-25 into the record by title.

Discussion ensued regarding RV rate options, rulemaking hearing required if changing rates, rates can be adopted as policy until the rulemaking hearing, hearing date suggested for November 17 due to advertising requirements, previous rates suspended,

suggestion of new rates, budgeted revenue items for fiscal year 2023, and desire to charge RV fees in accordance with the adopted budget until and unless changed at the rulemaking hearing.

Mr. Braun made a MOTION to charge RV fees in accordance with the adopted budget for fiscal year 2023.

Discussion ensued regarding the District currently not collecting RV fees, rate has to be advertised prior to the hearing, currently charging \$1.00 per foot, adopted budget anticipates \$1.50 per foot, and effective date of October 1, 2022.

Mr. Braun withdrew the MOTION to charge RV fees in accordance with the adopted budget for fiscal year 2023.

Mr. Piersall made a MOTION to charge \$1.50 per linear foot for the RV lot, effective October 1, 2022.  
Mr. Braun seconded the motion.

Mr. Middlemiss has an RV in the lot and will recuse himself from the vote.

Discussion ensued regarding fees being charged monthly versus annually, suggestion to charge the fee monthly until the public hearing date, and recommendation to charge RV fees after the public hearing.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 4-0 with Mr. Middlemiss recusing himself) to charge \$1.50 per linear foot for the RV lot, effective October 1, 2022, with billing to begin after the public hearing.

Mr. Braun made a MOTION to approve Resolution 2022-25 setting a rulemaking hearing to adopt rates for Thursday, November 17, 2022, at Fairfax Hall at 2:00 p.m.  
Mr. Hoover seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to Resolution 2022-25 setting a rulemaking hearing to adopt rates for Thursday, November 17, 2022, at 2:00 p.m.

Ms. Montagna reviewed the non-resident user fees, which will also be part of the rulemaking hearing on November 17, 2022, previous amount was \$2,500 annually, staff

has no record of any non-resident memberships, current use of facilities by non-residents, passes issued for non-resident memberships, staff's recommendation for non-resident fees, samples of other non-resident user fees, automatic deactivation after a year for non-resident passes, request for sign at the pool related to new fees, need for a higher fee, highest assessment paid in fiscal year 2023 is \$3,457, and staff's recommendation for that amount plus at least \$500.

Mr. Braun made a MOTION to establish the non-resident user fee at \$4,000 annually.  
Ms. Murphy seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to establish the non-resident user fee at \$4,000 annually.

**E. Ratification of Florida Aqua Group #10146**

Mr. Perez reviewed proposal #10146 from Florida Aqua Group for a new filter replacement. Pavers to watch your step have been ordered and will be installed once received. Work has been complete with the except of the pavers.

Ms. Murphy made a MOTION to ratify proposal #10146 from Florida Aqua Group for the filter and pavers, in the amount of \$537.98.  
Mr. Hoover seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to ratify proposal #10146 from Florida Aqua Group for the filter and pavers, in the amount of \$537.98.

Discussion ensued regarding the option of flower pots in that location, which option was not recommended by the insurance company.

**F. Ratification of Global Industry Proposal #6671775**

Mr. Perez reviewed proposal #6671775 from Global Industry for four benches at the bocce ball court, in the amount of \$1,462.79, which have been installed.

Ms. Murphy made a MOTION to ratify proposal #6671775 from Global Industry for four benches at the bocce ball court, in the amount of \$1,462.79.  
Mr. Braun seconded the motion.





**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

Ms. Kilinski introduced Ms. Hammock. Time for attendance at the meeting will be billed for only one attorney.

**B. District Manager**

**i. Action Item List**

Discussion ensued regarding the action item list, with completed items to be noted, and the list to be provided in each agenda package.

Discussion ensued regarding additional capital projects, with new items to be forwarded to Ms. Montagna. Mr. Piersall added furniture for the restaurant, pool environment (e.g., pavers or resurfacing), and sail cover for pergolas. An updated list will be provided in agenda packages.

**C. Engineer**

Staff's recommendation is to hold a workshop prior to the next Board meeting to discuss engineering issues.

Discussion ensued regarding engineering activities and mapping provided, request for workshop to discuss stormwater, golf course, and roadways. The District has nine miles of pipes, some starting to separate and cause damage; 42 ponds with 60 pipes going to the ponds; two projects that are high priority but cannot get anyone to provide a bid due to lower dollar amount; recommendation to bundle projects to perhaps be able to receive bids; 95 deficiencies (e.g., stop signs, curb and gutter, erosion); coordination for making repairs; and other items to be discussed at the workshop scheduled for 12:30 p.m. on October 20, 2022.

**D. Field Manager**

**i. Monthly report**

The monthly report and field inspection reports included in the agenda package and is available for review in the local records office and the District Office during normal business hours.

Discussion ensued regarding irrigation inspection reports, annuals installed today, tree removals will begin next week, trees removed by residents were previously discussed to be moved to the golf course but staff waiting for locations to be discussed with the residents, direction for staff to determine locations with Indigo, replacement to be the same species as what was removed, and staff to confirm dollar amount and get the proposal executed.

**E. General Manager: Golf, and Food & Beverage**

**i. Monthly report**

The monthly report was included in the agenda package and is available for review in the local records office and the District Office during normal business hours.

**SEVENTH ORDER OF BUSINESS                      Other Business**

Mr. Braun discussed the bocce ball league, repair the courts before the season, and the estimate should be less than \$4,000.

Mr. Braun made a MOTION to repair the bocce ball courts, in an amount not to exceed \$4,000.

There being no second, the motion dies.

Discussion ensued regarding carpet replacement to be complete by October 1, fiscal year 2022 budget is tight, preference for the work to be done after October 1 to fall into fiscal year 2023, league begins September 26, qualified contractor, opposition to proceed with this cost without further evaluation, concerns about unknown conditions underneath the carpet, desire not to make a temporary fix, definitive proposals need to know what is underneath the carpet, evaluation under the carpet can be done if the carpet can go back down, staff's recommendation that residents not pull up the carpet to investigate but that the work be done by a bonded and licensed company that is insured, timeframe of investigating and soliciting proposals, direction to staff to solicit proposals, to be provided at the October meeting, and adding the project to the capital project list.

**EIGHTH ORDER OF BUSINESS                      Supervisors' Requests**

Ms. Murphy discussed the community activities group and coordinating all activities, calendar system to include all activities and events held at Fairfax Hall, and calendars sometimes change during the month.

Mr. Hoover discussed (1) Christmas decorating with Board sponsorship, consensus to appoint Mr. Hoover to serve as the sponsor, Bocce Boys and Friday Follies offered to assist; (2) community surveys to be done twice a year during fiscal year 2023; (3) fundraiser in support of veterans by collecting aluminum cans and storing them in the maintenance facility over two weeks, no objection from the Board to use the maintenance facility for temporary storage; (4) poor audio and video quality with Zoom, request to solicit professional proposals to determine problems and recommend solutions, and

direction to staff to solicit proposals for a sound technician to perform an evaluation; and (5) invoices for irrigation repairs, which question was answered.

Mr. Piersall commented he is glad the sales center issue is resolved, though disappointed with the result.

Mr. Braun discussed suggestions regarding speakers at a meeting not being very visible and recommended they be on the stage, no good way to make the Board more visible since they are projected on the screen, televising the meetings or replay videos on Channel 90 on some sort of schedule, staff's recommendation against televising District meetings which would need to be ADA compliant, request to the City of Leesburg for a minor amendment to the PUD for the District to be able to keep the billboard, previous conversations that the amendment was denied and the billboard has to be taken down, the District owns the property upon which the sign is located, which sign was supposed to be taken down now that the community is built out, amended ordinance reduced the square footage of such signs, and the District might request a variance if the size is reduced to comply with current square footage, which could be a potential revenue source. Discussion ensued regarding a question if the sign can be grandfathered in, obtain a variance to be able to keep the sign, and repurpose it for revenue sources.

**NINTH ORDER OF BUSINESS**

**Audience Comments**

A Resident expressed appreciation to be done with sales center, comments from residents regarding inefficiency of Zoom and inability to hear, need for a strategic plan, and asked about the capital projects list. Ms. Montagna responded it is disseminated to the Board and included in the agenda package, and suggested to opt in for the email blast list to receive this type of information or submit a public records request. The Resident discussed standing water at the bocce ball court and wished it had been addressed earlier, and a billboard at the turnpike which does not belong to the District.

A Resident discussed trees that were cut down near hole #15, prefers they be installed where they were originally, and some residents feel they can cut or trim whatever they want on District property near the golf course. Resident lives off hole #16. Discussion ensued that the area in question might be conservation area, staff will investigate if that property is the jurisdiction of St. John River Water Management District, letters sent previously to home owners, and staff will investigate further.



A Resident (lot 517) expressed gratitude to the Board, asked about tree removal, and the requirement from the City of Leesburg about replacement, which was answered by the HOA for the Architectural Control Committee that the tree does not have to be replaced. The difference with the other trees discussed was that they were protected oak trees on District property, not private property.

**TENTH ORDER OF BUSINESS**

**Adjournment**

- *The next meeting is scheduled for Thursday, October 20, 2022, at 2:00 p.m.*

On MOTION by Ms. Piersall, seconded by Ms. Murphy, with all in favor, the meeting was adjourned at 5:30 p.m.
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Angel Montagna, Secretary

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Bill Middlemiss, Chairman

# **Subsection 6B**

## **Financials**

ARLINGTON RIDGE  
Community Development District

**Financial Report**  
(Unaudited)

**September 30, 2022**

Prepared by





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ARLINGTON RIDGE  
Community Development District

**Financial Statements**

(Unaudited)

September 30, 2022

Balance Sheet  
September 30, 2022

ACCOUNT DESCRIPTION	GENERAL FUND	CAPITAL RESERVE FUND	SERIES 2006A DEBT SERVICE FUND	SERIES 2019 DEBT SERVICE FUND	SERIES 2019 CAPITAL PROJECTS FUND	GOLF COURSE & FOOD AND BEVERAGE	TOTAL
<b>ASSETS</b>							
Checking Account	\$ 553,693	448,475	\$ -	\$ -	\$ -	\$ 301,677	\$ 1,303,845
Petty Cash	-	-	-	-	-	(2,772)	(2,772)
Accounts Receivable (Net)	-	-	-	-	-	14,058	14,058
Assessments Receivable	-	-	1,393	-	-	-	1,393
Due From Other Gov'tl Units	10,330	-	-	-	-	-	10,330
Inventory - Proshop	-	-	-	-	-	63,794	63,794
Inventory - Food & Beverage	-	-	-	-	-	36,576	36,576
Due From Others	11,233	-	-	-	-	-	11,233
Due From Other Funds	43,356	-	-	1,445	47	-	44,848
Investments:							
Construction Fund	-	-	-	-	43,696	-	43,696
Fee & Expense A	-	-	8	-	-	-	8
Interest Account	-	-	-	240	-	-	240
Prepayment Account	-	-	-	12,205	-	-	12,205
Prepayment Account A	-	-	168,088	-	-	-	168,088
Reserve Fund	-	-	-	27,750	-	-	27,750
Reserve Fund A	-	-	137,423	-	-	-	137,423
Revenue Fund	-	-	-	29,379	-	-	29,379
Revenue Fund A	-	-	154,838	-	-	-	154,838
Prepaid Items	5,388	-	-	-	-	10,191	15,579
Deposits	-	-	-	-	-	18,495	18,495
<b>TOTAL ASSETS</b>	<b>\$ 624,000</b>	<b>\$ 448,475</b>	<b>\$ 461,750</b>	<b>\$ 71,019</b>	<b>\$ 43,743</b>	<b>\$ 442,018</b>	<b>\$ 2,091,005</b>
<b>LIABILITIES</b>							
Accounts Payable	\$ 76,115	\$ -	\$ -	\$ -	\$ -	\$ 24,047	\$ 100,162
Accrued Expenses	60,714	-	-	-	-	-	60,714
Accrued Payroll	-	-	-	-	-	20,690	20,690
Accrued Liabilities	-	-	-	-	-	21,360	21,360
Deposits	780	-	-	-	-	-	780
Deferred Revenue	100	-	-	-	-	-	100
Deferred Revenue - Memberships	-	-	-	-	-	354,880	354,880
Due To Other Funds	-	33,152	2,739	-	-	-	35,891
Gift Certificates	-	-	-	-	-	17,153	17,153
Credit Books	-	-	-	-	-	11,753	11,753
Sales Tax Payable	-	-	-	-	-	24,509	24,509
Outing Deposits	-	-	-	-	-	13,097	13,097
Shop Credit	-	-	-	-	-	(14,386)	(14,386)
Charitable Donations	-	-	-	-	-	4	4
<b>TOTAL LIABILITIES</b>	<b>\$ 137,709</b>	<b>\$ 33,152</b>	<b>\$ 2,739</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 473,108</b>	<b>\$ 646,708</b>



Balance Sheet  
September 30, 2022

ACCOUNT DESCRIPTION	GENERAL FUND	CAPITAL RESERVE FUND	SERIES 2006A DEBT SERVICE FUND	SERIES 2019 DEBT SERVICE FUND	SERIES 2019 CAPITAL PROJECTS FUND	GOLF COURSE & FOOD AND BEVERAGE	TOTAL
<b>FUND BALANCES</b>							
<b>Nonspendable:</b>							
Inventory	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,370	\$ 100,370
Prepaid Items & Deposits	6,168	-	-	-	-	28,686	34,854
<b>Restricted for:</b>							
Debt Service	-	-	459,011	71,019	-	-	530,030
Capital Projects	-	-	-	-	43,743	-	43,743
<b>Unassigned</b>	<b>480,123</b>	<b>415,323</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(160,146)</b>	<b>735,300</b>
<b>TOTAL FUND BALANCES</b>	<b>486,291</b>	<b>415,323</b>	<b>459,011</b>	<b>71,019</b>	<b>43,743</b>	<b>(31,090)</b>	<b>1,444,297</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 624,000</b>	<b>\$ 448,475</b>	<b>\$ 461,750</b>	<b>\$ 71,019</b>	<b>\$ 43,743</b>	<b>\$ 442,018</b>	<b>\$ 2,091,005</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending September 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-22 ACTUAL
<b>REVENUES</b>				
Interest - Investments	\$ 2,500	\$ 84	3.36%	\$ 4
Events and Ticket Sales	43,000	2,015	4.69%	-
Lexington Spa	4,500	4,032	89.60%	587
Rental Income- Fairfax Hall	12,000	505	4.21%	-
Special Assmnts- Tax Collector	1,853,122	1,858,730	100.30%	-
Settlements	-	10,735	0.00%	-
Other Miscellaneous Revenues	-	22,490	0.00%	-
Access Cards	-	10	0.00%	-
Advertising Income	20,000	3,573	17.87%	-
<b>TOTAL REVENUES</b>	<b>1,935,122</b>	<b>1,902,174</b>	<b>98.30%</b>	<b>591</b>

**EXPENDITURES**

**Administration**

P/R-Board of Supervisors	15,000	17,000	113.33%	1,200
FICA Taxes	-	658	0.00%	61
ProfServ-Arbitrage Rebate	600	-	0.00%	-
ProfServ-Dissemination Agent	9,725	8,992	92.46%	5,000
ProfServ-Trustee Fees	10,000	3,502	35.02%	673
Attorney Fees	55,000	94,554	171.92%	1,037
Engineering Fees	10,000	22,153	221.53%	293
Management Services	53,045	53,348	100.57%	8,917
Assessment Roll	7,500	7,750	103.33%	-
Auditing Services	4,200	-	0.00%	-
Postage	4,000	5,155	128.88%	1,074
Insurance - General Liability	9,064	11,660	128.64%	-
Printing and Binding	1,500	986	65.73%	-
Legal Advertising	6,000	3,594	59.90%	-
Misc-Property Taxes	1,800	-	0.00%	-
Website Administration	800	3,265	408.13%	-
Information Technology	2,775	12,933	466.05%	230
Mileage Reimbursement	500	302	60.40%	-
Miscellaneous Expenses	1,500	4,777	318.47%	20
Dues, Licenses, Subscriptions	175	428	244.57%	250
<b>Total Administration</b>	<b>193,184</b>	<b>251,057</b>	<b>129.96%</b>	<b>18,755</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending September 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-22 ACTUAL
<b><u>Gatehouse</u></b>				
Contracts-Security Services	150,000	129,257	86.17%	12,287
Utility - Water & Sewer	510	386	75.69%	41
Utility - Electric	3,700	3,107	83.97%	200
Street Lights	103,000	83,681	81.24%	6,477
Repairs & Maintenance	1,500	4,444	296.27%	235
Security Enhancements	4,500	205	4.56%	-
<b>Total Gatehouse</b>	<b>263,210</b>	<b>221,080</b>	<b>83.99%</b>	<b>19,240</b>
<b><u>Towncenter Administration</u></b>				
Pest Control	325	461	141.85%	29
Computer Services	2,500	3,325	133.00%	-
Onsite Management	259,180	256,710	99.05%	43,175
Janitorial Services & Supplies	3,000	26,564	885.47%	2,420
Utility - Water & Sewer	1,746	4,377	250.69%	3,063
Utility - Electric	3,500	2,922	83.49%	307
Rentals & Leases	4,500	3,457	76.82%	559
Liability/Property Insurance	41,260	41,046	99.48%	-
Repairs & Maintenance	7,000	4,426	63.23%	2,491
Special Events	58,000	34,725	59.87%	-
Newsletter Printing/Supplies	20,000	6,429	32.15%	-
Office Supplies	7,500	10,411	138.81%	329
Club Activity Supplies	1,000	88	8.80%	-
<b>Total Towncenter Administration</b>	<b>409,511</b>	<b>394,941</b>	<b>96.44%</b>	<b>52,373</b>
<b><u>Common Area/Recreation</u></b>				
Pest Control	660	1,022	154.85%	58
Janitorial Services & Supplies	2,200	360	16.36%	-
Utility - Water & Sewer	9,000	5,760	64.00%	91
Utility - Electric	1,000	24,219	2421.90%	3,424
Repairs & Maintenance	25,000	24,065	96.26%	(936)
Roadway Repair & Maintenance	15,000	-	0.00%	-
Irrigation Repairs & Maintenance	35,000	72,383	206.81%	4,400
Landscape - Mulch	23,000	23,675	102.93%	-
Landscape Maintenance	281,664	258,039	91.61%	46,161
Landscape Replacement	20,000	7,804	39.02%	2,700



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending September 30, 2022

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>SEP-22 ACTUAL</u>
Landscape- Storm Clean Up & Tree Removal	15,000	3,500	23.33%	-
Pond/Littoral Shelf & Wetland Mgmt	32,500	25,420	78.22%	-
Sports Courts Maintenance & Supplies	3,000	3,558	118.60%	-
Holiday Decoration	20,000	15,104	75.52%	-
Operating Supplies	4,000	3,997	99.93%	-
<b>Total Common Area/Recreation</b>	<b>487,024</b>	<b>468,906</b>	<b>96.28%</b>	<b>55,898</b>
<b><u>Fairfax Hall</u></b>				
Pest Control	1,044	1,078	103.26%	94
Janitorial Services & Supplies	9,500	2,983	31.40%	-
Utility - Water & Sewer	1,300	1,042	80.15%	93
Utility - Electric	12,500	25,559	204.47%	3,940
Repairs & Maintenance	15,000	8,790	58.60%	-
Operating Supplies	3,500	114	3.26%	-
<b>Total Fairfax Hall</b>	<b>42,844</b>	<b>39,566</b>	<b>92.35%</b>	<b>4,127</b>
<b><u>Social Center</u></b>				
Pest Control	1,608	1,436	89.30%	145
Janitorial Services & Supplies	6,000	2,083	34.72%	-
Utility - Electric	5,040	5,724	113.57%	667
Repairs & Maintenance	7,500	3,911	52.15%	2,499
Operating Supplies	2,000	48	2.40%	48
Dues, Licenses, Subscriptions	2,200	1,721	78.23%	-
<b>Total Social Center</b>	<b>24,348</b>	<b>14,923</b>	<b>61.29%</b>	<b>3,359</b>
<b><u>Lexington Spa</u></b>				
ProfServ-Pool Maintenance	70,000	72,721	103.89%	5,700
Pest Control	804	574	71.39%	72
Fitness Instructors	15,000	9,639	64.26%	420
Janitorial Services & Supplies	20,000	5,616	28.08%	-
Utility - Water & Sewer	27,000	25,084	92.90%	2,406
Utility - Electric	53,500	44,099	82.43%	3,009
Repairs & Maintenance	12,000	11,121	92.68%	830
Operating Supplies	2,500	157	6.28%	-
Dues, Licenses, Subscriptions	1,050	1,055	100.48%	-
<b>Total Lexington Spa</b>	<b>201,854</b>	<b>170,066</b>	<b>84.25%</b>	<b>12,437</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending September 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-22 ACTUAL
<b>TOTAL EXPENDITURES</b>	<b>1,621,975</b>	<b>1,560,539</b>	<b>96.21%</b>	<b>166,189</b>
Excess (deficiency) of revenues				
Over (under) expenditures	313,147	341,635	109.10%	(165,598)
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfer Out - Capital Reserve	(171,518)	(171,518)	100.00%	-
Transfer Out - Golf Course/Food & Beverage	(136,629)	-	0.00%	-
Misc-Contingency	(5,000)	-	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(313,147)</b>	<b>(171,518)</b>	<b>54.77%</b>	<b>-</b>
Net change in fund balance	\$ -	\$ 170,117	0.00%	\$ (165,598)
<b>FUND BALANCE, BEGINNING (OCT 1, 2021)</b>	<b>316,174</b>	<b>316,174</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 316,174</b>	<b>\$ 486,291</b>		

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending September 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Food (Food & Soft Drinks)	\$ 523,254	\$ 523,254	\$ 692,263	\$ 169,009
Beverages (Alcohol)	231,643	231,643	274,167	42,524
Other Food & Beverage Revenue	1,400	1,400	2,121	721
Dues Income - Monthly Dues	8,640	8,640	18,123	9,483
Miscellaneous Income & Discounts	-	-	6,298	6,298
<b>TOTAL REVENUES</b>	<b>764,937</b>	<b>764,937</b>	<b>992,971</b>	<b>228,034</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Cost of Goods Sold (COGS)</u></b>				
Food (food & soft drinks)	195,600	195,600	295,782	(100,183)
Non-Alcoholic Beverages	13,702	13,702	24,189	(10,487)
Alcohol	65,033	65,033	82,529	(17,495)
<b>Total Cost of Goods Sold</b>	<b>274,335</b>	<b>274,335</b>	<b>402,500</b>	<b>(128,165)</b>
<b><u>Labor</u></b>				
General and Administrative	37,672	37,672	36,384	1,288
Food & Beverage	295,487	295,487	359,201	(63,714)
Sales & Marketing	11,440	11,440	11,440	(0)
Payroll Taxes	33,649	33,649	40,084	(6,435)
Medical/Health Benefits	13,820	13,820	18,258	(4,438)
Workmans Comp	5,835	5,835	6,608	(773)
<b>Total Labor</b>	<b>397,903</b>	<b>397,903</b>	<b>471,976</b>	<b>(74,072)</b>
<b><u>Other Operational Expenditures</u></b>				
General and Administrative	143,758	143,758	153,398	(9,640)
Food & Beverage	75,410	75,410	88,552	(13,142)
FF&E	-	-	-	-
Sales and Marketing	10,623	10,623	8,095	2,528
Insurance- P & C	16,120	16,120	12,833	3,287
<b>Total Other Operational Expenditures</b>	<b>245,911</b>	<b>245,911</b>	<b>262,878</b>	<b>(16,968)</b>
<b>TOTAL EXPENDITURES</b>	<b>918,149</b>	<b>918,149</b>	<b>1,137,354</b>	<b>(219,205)</b>
<b>Excess Revenues</b>				
<b>Over (Under) Expenditures</b>	<b>(153,212)</b>	<b>(153,213)</b>	<b>(144,383)</b>	<b>8,829</b>



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending September 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>OTHER SOURCES (USES)</u></b>				
Transfer In - General Fund	136,629	-	-	-
Transfer In - Golf Course	29,550	-	-	-
<b>TOTAL OTHER SOURCES (USES)</b>	<b>166,179</b>	<b>-</b>	<b>-</b>	<b>-</b>
Change in Fund Balance	\$ 12,967	\$ (153,213)	\$ (144,383)	\$ 8,829
<b>FUND BALANCE, BEGINNING (OCT 1, 2021)</b>			<b>(82,813)</b>	
<b>ENDING FUND, ENDING</b>			<b>\$ (227,196)</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending September 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>ROUNDS</u></b>				
Rounds - Member	16,956	16,956	19,069	2,113
Rounds - Outing	2,063	2,063	7,823	5,760
Rounds - Public	24,484	24,484	22,349	(2,135)
<b>TOTAL ROUNDS</b>	<b>43,503</b>	<b>43,503</b>	<b>49,241</b>	<b>5,738</b>
<b><u>REVENUES</u></b>				
Green Fees	\$ 764,496	\$ 764,496	\$ 867,280	\$ (102,784)
Cart Fees	2,758	2,758	2,397	361
Driving Range	40,136	40,136	41,694	(1,558)
Pro Shop Sales	74,600	74,600	141,224	(66,624)
Other Golf Revenues	3,373	3,373	5,778	(2,405)
Clinic / School Revenue	1,360	1,360	1,229	131
Dues Income - Monthly Dues	408,567	408,567	495,428	(86,861)
Miscellaneous Income and Discounts	-	-	11,697	(11,697)
<b>TOTAL REVENUES</b>	<b>1,295,290</b>	<b>1,295,290</b>	<b>1,566,728</b>	<b>271,438</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Cost of Goods Sold (COGS)</u></b>				
Pro Shop	50,728	50,728	96,862	(46,134)
<b>Total Cost of Goods Sold</b>	<b>50,728</b>	<b>50,728</b>	<b>96,862</b>	<b>(46,134)</b>
<b><u>Labor</u></b>				
Golf Operations Labor	160,151	160,151	187,768	(27,617)
General and Administrative	69,963	69,963	67,571	2,392
Maintenance and Landscaping	223,752	223,752	227,037	(3,285)
Payroll Taxes	45,840	45,840	37,427	8,413
Medical/Health Benefits	24,568	24,568	31,034	(6,465)
Workmans Comp	10,374	10,374	11,748	(1,374)
<b>Total Labor</b>	<b>534,648</b>	<b>534,648</b>	<b>562,585</b>	<b>(27,936)</b>
<b><u>Other Operational Expenditures</u></b>				
Golf Operations	24,535	24,535	29,805	(5,270)
General & Administrative	148,782	148,782	150,922	(2,140)
Maintenance	303,428	303,428	356,372	(52,944)
Sales and Marketing	19,728	19,728	16,257	3,471
Golf Cart Leases	39,876	39,876	41,663	(1,787)
FF&E	-	0	581	(581)

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending September 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Taxes - Real Estate	2,085	2,085	1,686	399
Taxes - Personal Property	7,536	7,536	7,533	3
Insurance - P&C	29,936	29,936	23,833	6,104
<b>Total Other Operational Expenditures</b>	<u>575,906</u>	<u>575,906</u>	<u>628,652</u>	<u>(52,746)</u>
<b>TOTAL EXPENDITURES</b>	<b>1,161,283</b>	<b>1,161,283</b>	<b>1,288,098</b>	<b>(126,816)</b>
<b>Excess Revenues Over (Under) Expenditures</b>	<u>134,007</u>	<u>134,007</u>	<u>278,630</u>	<u>144,622</u>
<b><u>OTHER SOURCES (USES)</u></b>				
Transfer Out- Food & Beverage	-	-	-	-
Interest Expense - Capital Leases	(8,623)	(8,623)	(8,623)	-
Principal - Capital Lease	(108,803)	(108,803)	(108,924)	(121)
<b>TOTAL SOURCES (USES)</b>	<b>(117,426)</b>	<b>(117,426)</b>	<b>(117,547)</b>	<b>(121)</b>
Change in Fund Balance	<u>\$ 16,581</u>	<u>\$ 16,581</u>	<u>\$ 161,083</u>	<u>\$ 144,501</u>
<b>FUND BALANCE, BEGINNING (OCT 1, 2021)</b>			<b>35,023</b>	
<b>ENDING FUND, ENDING</b>			<u><b>\$ 196,106</b></u>	



Statement of Revenues, Expenditures and Changes in Fund Balances  
For the Period Ending September 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Food & Beverage Revenue	\$ 764,937	\$ 764,937	\$ 992,971	\$ 228,034
Golf Course Revenue	1,295,290	1,295,290	1,566,728	271,438
<b>TOTAL REVENUES</b>	<b>2,060,227</b>	<b>2,060,226</b>	<b>2,559,699</b>	<b>499,473</b>
<b>EXPENDITURES</b>				
<b>Cost of Goods Sold (COGS)</b>				
COS - Food & Beverage	274,335	274,335	402,500	(128,165)
COS - Golf Course	50,728	50,728	96,862	(46,134)
<b>TOTAL COST OF SALES</b>	<b>325,063</b>	<b>325,063</b>	<b>499,362</b>	<b>(174,299)</b>
<b>Labor</b>				
Food & Beverage	397,903	397,903	471,976	(74,072)
Golf Course	534,648	534,648	562,585	(27,936)
<b>Total Labor</b>	<b>932,551</b>	<b>932,552</b>	<b>1,034,560</b>	<b>(102,009)</b>
<b>Other Operational Expenditures</b>				
Food & Beverage	245,911	245,911	262,878	(16,967)
Golf Course	575,906	575,906	628,652	(52,746)
<b>Total Other Operational Expenditures</b>	<b>821,817</b>	<b>821,817</b>	<b>891,529</b>	<b>(69,713)</b>
<b>TOTAL EXPENDITURES</b>	<b>2,079,432</b>	<b>2,079,431</b>	<b>2,425,452</b>	<b>(346,021)</b>
<b>Excess Revenues</b>				
Over (Under) Expenditures	(19,205)	(19,205)	134,247	153,452
<b>OTHER SOURCES (USES)</b>				
Transfer In- General Fund	136,629	-	-	-
Interest Expense - Capital Leases	(8,623)	(8,623)	(8,623)	-
Principal - Capital Lease	(108,803)	(108,803)	(108,924)	(121)
<b>TOTAL SOURCES (USES)</b>	<b>19,203</b>	<b>(117,426)</b>	<b>(117,547)</b>	<b>(121)</b>
Change in Fund Balance	\$ (2)	\$ (136,631)	\$ 16,700	\$ 153,331
<b>FUND BALANCE, BEGINNING (OCT 1, 2021)</b>			<b>(47,790)</b>	
<b>ENDING FUND, ENDING</b>			<b>\$ (31,090)</b>	

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending September 30, 2022

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>SEP-22 ACTUAL</u>
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 2,500	\$ 122	4.88%	\$ 5
Settlements	-	175,315	0.00%	-
Other Miscellaneous Revenues	-	235,000	0.00%	235,000
<b>TOTAL REVENUES</b>	<b>2,500</b>	<b>410,437</b>	<b>16417.48%</b>	<b>235,005</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Bank Fees	-	231	0.00%	-
Miscellaneous Expenses	-	50	0.00%	-
<b>Total Administration</b>	<b>-</b>	<b>281</b>	<b>0.00%</b>	<b>-</b>
<b><u>Other Physical Environment</u></b>				
Roofing Project	-	90,502	0.00%	-
Capital Outlay	-	423,905	0.00%	308,864
<b>Total Other Physical Environment</b>	<b>-</b>	<b>514,407</b>	<b>0.00%</b>	<b>308,864</b>
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>514,688</b>	<b>0.00%</b>	<b>308,864</b>
Excess (deficiency) of revenues Over (under) expenditures	2,500	(104,251)	n/a	(73,859)
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Transfer In - General Fund	171,518	171,518	100.00%	-
Contribution to (Use of) Fund Balance	174,018	-	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>345,536</b>	<b>171,518</b>	<b>49.64%</b>	<b>-</b>
Net change in fund balance	\$ 174,018	\$ 67,267	n/a	\$ (73,859)
<b>FUND BALANCE, BEGINNING (OCT 1, 2021)</b>	<b>348,056</b>	<b>348,056</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 522,074</b>	<b>\$ 415,323</b>		

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending September 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-22 ACTUAL
<b>REVENUES</b>				
Interest - Investments	\$ 1,000	\$ 1,389	138.90%	\$ 628
Special Assmnts- Tax Collector	245,091	224,954	91.78%	-
Special Assmnts- Prepayment	-	312,577	0.00%	22,839
<b>TOTAL REVENUES</b>	<b>246,091</b>	<b>538,920</b>	<b>218.99%</b>	<b>23,467</b>
<b>EXPENDITURES</b>				
<b>Debt Service</b>				
Principal Debt Retirement	110,000	-	0.00%	-
Principal Debt Retirement - Special Call	-	515,000	0.00%	-
Interest Expense	139,150	132,688	95.36%	-
<b>Total Debt Service</b>	<b>249,150</b>	<b>647,688</b>	<b>259.96%</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>249,150</b>	<b>647,688</b>	<b>259.96%</b>	<b>-</b>
Excess (deficiency) of revenues				
Over (under) expenditures	(3,059)	(108,768)	n/a	23,467
<b>OTHER FINANCING SOURCES (USES)</b>				
Contribution to (Use of) Fund Balance	(3,059)	-	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(3,059)</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
Net change in fund balance	\$ (3,059)	\$ (108,768)	n/a	\$ 23,467
<b>FUND BALANCE, BEGINNING (OCT 1, 2021)</b>	<b>567,779</b>	<b>567,779</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 564,720</b>	<b>\$ 459,011</b>		



**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending September 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-22 ACTUAL
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 500	\$ 251	50.20%	\$ 93
Special Assmnts- Tax Collector	64,844	59,148	91.22%	-
Special Assmnts- Prepayment	-	65,808	0.00%	4,387
<b>TOTAL REVENUES</b>	<b>65,344</b>	<b>125,207</b>	<b>191.61%</b>	<b>4,480</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Debt Service</u></b>				
Principal Debt Retirement	40,000	35,000	87.50%	-
Principal Prepayments	-	55,000	0.00%	-
Principal Debt Retirement - Special Call	-	45,000	0.00%	-
Interest Expense	29,000	36,330	125.28%	-
<b>Total Debt Service</b>	<b>69,000</b>	<b>171,330</b>	<b>248.30%</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>69,000</b>	<b>171,330</b>	<b>248.30%</b>	<b>-</b>
Excess (deficiency) of revenues Over (under) expenditures	(3,656)	(46,123)	n/a	4,480
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Interfund Transfer - In	-	231	0.00%	104
Operating Transfers-Out	-	(231)	0.00%	(104)
Contribution to (Use of) Fund Balance	(3,656)	-	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(3,656)</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
Net change in fund balance	\$ (3,656)	\$ (46,123)	n/a	\$ 4,480
<b>FUND BALANCE, BEGINNING (OCT 1, 2021)</b>	<b>117,142</b>	<b>117,142</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 113,486</b>	<b>\$ 71,019</b>		

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending September 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-22 ACTUAL
<b>REVENUES</b>				
Interest - Investments	\$ -	\$ 140	0.00%	\$ 63
<b>TOTAL REVENUES</b>	<b>-</b>	<b>140</b>	<b>0.00%</b>	<b>63</b>
<b>EXPENDITURES</b>				
<b>Other Physical Environment</b>				
Capital Outlay	-	27,206	0.00%	-
<b>Total Other Physical Environment</b>	<b>-</b>	<b>27,206</b>	<b>0.00%</b>	<b>-</b>
<b>Construction In Progress</b>				
Construction in Progress	-	25,485	0.00%	-
<b>Total Construction In Progress</b>	<b>-</b>	<b>25,485</b>	<b>0.00%</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>52,691</b>	<b>0.00%</b>	<b>-</b>
Excess (deficiency) of revenues Over (under) expenditures	-	(52,551)	0.00%	63
<b>OTHER FINANCING SOURCES (USES)</b>				
Interfund Transfer - In	-	1	0.00%	-
Operating Transfers-Out	-	(1)	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
Net change in fund balance	\$ -	\$ (52,551)	0.00%	\$ 63
<b>FUND BALANCE, BEGINNING (OCT 1, 2021)</b>	<b>-</b>	<b>96,294</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ -</b>	<b>\$ 43,743</b>		

ARLINGTON RIDGE  
Community Development District

Supporting Schedules

September 30, 2022



**ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**  
**Monthly Trend Report - Fiscal Year 2022**  
**GENERAL FUND**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b>Revenues</b>													
Assessments-Tax Roll	\$ -	\$ 147,102	\$ 1,528,931	\$ 75,248	\$ 38,346	\$ 29,682	\$ 26,251	\$ 9,337	\$ 3,833	\$ -	\$ -	\$ -	\$ 1,858,730
Interest Earnings	20	3	4	-	5	8	9	9	8	8	6	4	84
Events and Ticket Sales	1,125	1,040	(150)	-	-	-	-	-	-	-	-	-	2,015
Lexington Spa	395	319	348	414	282	400	-	510	778	-	-	587	4,033
Advertising Income	1,206	1,494	168	705	-	-	-	-	-	-	-	-	3,573
Rental Income-Fairfax Hall	-	150	505	-	-	-	-	-	-	-	-	-	655
Settlements	-	-	-	-	-	-	10,735	-	-	-	-	-	10,735
Miscellaneous Income	5	5	9,015	6,682	-	175,315	-	(169,287)	615	-	-	-	22,350
<b>Total Revenues</b>	<b>2,751</b>	<b>150,114</b>	<b>1,538,821</b>	<b>83,049</b>	<b>38,633</b>	<b>205,405</b>	<b>36,995</b>	<b>(159,431)</b>	<b>5,234</b>	<b>8</b>	<b>6</b>	<b>591</b>	<b>1,902,175</b>

**Expenditures**

**Administrative Expenditures**

Supervisors Fees	1,600	1,000	1,600	3,000	-	3,200	2,800	1,000	1,000	-	600	1,200	17,000
FICA Taxes	-	-	-	-	-	230	184	61	61	-	61	61	658
Engineering Fees	4,488	2,675	569	-	-	-	270	5,868	5,199	2,792	-	-	21,861
Dissemination Agent	1,560	810	810	810	-	-	-	-	-	-	-	5,000	8,990
ProfServ-Trustee Fees	-	-	-	-	-	2,828	-	-	-	-	-	673	3,501
Arbitrage	-	-	-	-	-	-	-	-	-	-	-	1,037	1,037
Attorney Fees	18,757	7,514	11,800	-	10,765	8,612	-	28,281	7,790	-	-	293	93,812
Assessment Roll	7,500	-	250	-	-	-	-	-	-	-	-	8,917	16,667
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	3,369	-	-	-	(3,369)	-	-	-	-	-	-	-	-
Management Services	4,420	4,420	4,420	4,420	4,458	4,458	4,458	4,458	4,458	4,458	-	-	44,428
Information Technology	231	231	231	67	-	315	-	875	8,320	333	2,100	230	12,933
Website Administration	67	67	67	-	3,065	-	-	-	-	-	-	-	3,266
Postage	2,095	143	517	539	273	35	86	55	107	234	-	1,074	5,158
Insurance	11,198	-	-	-	-	462	-	-	-	-	-	-	11,660
Legal Advertising	-	1,913	-	-	1,681	-	-	-	-	-	-	-	3,594
Miscellaneous Expense	372	221	142	29	-	9	-	320	2,832	67	50	20	4,062
Mileage	-	-	-	302	-	-	-	-	-	-	-	-	302
Printing and Binding	223	225	231	306	-	-	-	-	-	-	-	-	985
Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-
Dues & Licenses	175	-	-	-	500	-	-	-	-	3	-	250	928
<b>Total Administrative</b>	<b>56,055</b>	<b>19,220</b>	<b>20,637</b>	<b>9,473</b>	<b>17,373</b>	<b>20,149</b>	<b>7,798</b>	<b>40,918</b>	<b>29,767</b>	<b>7,887</b>	<b>2,811</b>	<b>18,755</b>	<b>250,842</b>

**ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**  
**Monthly Trend Report - Fiscal Year 2022**  
**GENERAL FUND**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b><u>Field Expenditures</u></b>													
Onsite Management	21,598	21,598	21,598	21,598	16,821	23,971	21,588	21,588	21,588	21,588	-	43,175	256,712
Computer Services	115	-	-	231	2,434	-	215	-	330	-	-	-	3,325
Utilities	248	254	223	389	-	443	(26)	204	562	317	-	307	2,922
Water & Sewer	142	150	142	146	146	-	146	153	146	142	-	3,063	4,377
Pest Control	27	27	27	27	154	27	-	-	-	112	29	29	461
Rental & Leases	159	303	176	-	368	295	336	-	-	966	295	559	3,457
Insurance	41,046	-	-	-	-	-	-	-	-	-	-	-	41,046
Repairs & Maintenance	-	-	-	-	270	-	-	-	831	(119)	953	2,491	4,426
Special Events Expenditures	2,291	2,016	15,326	4,808	3,369	10	8,900	1,795	-	(4,450)	660	-	34,725
Club Activity Supplies	-	29	59	-	-	-	-	-	-	-	-	-	88
Office Supplies	1,001	1,061	1,557	985	1,121	2,583	496	-	779	-	500	329	10,412
Newsletter Printing/Supplies	2,092	2,168	4,337	(2,168)	-	-	-	-	-	-	-	-	6,429
Janitorial Services and Supplies	512	267	(272)	3,390	4,478	2,624	(880)	5,293	2,642	2,871	3,218	2,420	26,564
<b>Total Field</b>	<b>69,233</b>	<b>27,876</b>	<b>43,175</b>	<b>29,407</b>	<b>29,161</b>	<b>29,953</b>	<b>30,775</b>	<b>29,033</b>	<b>26,878</b>	<b>21,427</b>	<b>5,655</b>	<b>52,373</b>	<b>394,943</b>
<b><u>Gatehouse Expenditures</u></b>													
Security Contract	10,587	10,413	11,043	-	12,535	23,500	-	24,511	-	11,902	12,480	12,287	129,258
Enhanced Security	-	-	-	-	-	-	-	205	-	-	-	-	205
Utilities	270	439	314	488	940	(300)	149	-	404	204	-	200	3,108
Street Lights	8,255	8,255	2,564	14,655	1,564	16,006	-	6,474	12,954	6,477	-	6,477	83,681
Water & Sewer	41	45	41	45	-	-	41	47	45	41	-	41	387
Repairs & Maintenance	-	-	-	-	4,209	-	-	-	-	-	-	235	4,444
<b>Total Gate House</b>	<b>19,153</b>	<b>19,152</b>	<b>13,962</b>	<b>15,188</b>	<b>19,248</b>	<b>39,206</b>	<b>190</b>	<b>31,237</b>	<b>13,403</b>	<b>18,624</b>	<b>12,480</b>	<b>19,240</b>	<b>221,083</b>
<b><u>Recreation Expenditures</u></b>													
Utilities	58	41	70	71	-	6,376	1,607	4,842	5,002	2,729	-	3,424	24,220
Water & Sewer	610	965	822	290	-	-	2,785	(399)	281	316	-	91	5,761
Pest Control	55	55	55	305	(195)	113	-	-	-	455	120	58	1,021
Repairs & Maintenance	-	4,350	935	-	1,874	100	-	10,195	2,430	4,696	421	(936)	24,065
Sports Courts Maint. & Supplies	-	-	538	-	-	-	-	3,020	-	-	-	-	3,558
Landscape Maintenance	22,705	22,705	23,080	23,080	23,080	23,080	23,080	25,786	25,280	-	-	46,161	258,039
Irrigation Repair & Replacement	2,200	5,804	2,200	2,200	2,958	5,012	2,782	-	2,566	32,625	3,618	4,400	66,365
Roadway Repair & Maintenance	-	-	-	-	-	-	-	6,017	-	-	-	-	6,017
Landscape Replacement	-	-	4,894	-	210	-	-	-	-	-	-	2,700	7,804
Landscape-Mulch	-	-	23,675	-	-	-	-	-	-	-	-	-	23,675

**ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**  
**Monthly Trend Report - Fiscal Year 2022**  
**GENERAL FUND**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Landscape- Clean Up & Removal	-	-	-	-	-	-	-	-	-	-	3,500	-	3,500
Pond/Littoral Shelf & Wetland Mgmt	1,700	3,380	1,700	1,700	3,380	1,700	1,700	3,380	1,700	1,700	3,380	-	25,420
Holiday Decorations	-	15,104	-	-	-	-	-	-	-	-	-	-	15,104
Operating Supplies	579	505	100	-	882	1,931	-	-	-	-	-	-	3,997
Janitorial Services and Supplies	142	71	(71)	218	-	-	-	-	-	-	-	-	360
<b>Total Recreation</b>	<b>28,049</b>	<b>51,281</b>	<b>57,998</b>	<b>27,864</b>	<b>32,189</b>	<b>38,312</b>	<b>31,954</b>	<b>52,841</b>	<b>37,259</b>	<b>42,521</b>	<b>11,039</b>	<b>55,898</b>	<b>468,906</b>
<b><i>Fairfax Hall Expenditures</i></b>													
Utilities	1,161	1,341	1,237	1,918	-	2,957	1,419	1,089	7,036	3,461	-	3,940	25,559
Water & Sewer	98	108	103	108	108	-	108	104	108	103	-	93	1,041
Pest Control	89	89	89	89	89	89	-	-	-	359	94	94	1,078
Repairs & Maintenance	1,882	3,301	225	575	-	654	527	1,195	-	430	-	-	8,790
Operating Supplies	97	-	17	-	-	-	-	-	-	-	-	-	114
Janitorial Services and Supplies	830	1,323	(830)	1,661	-	-	-	-	-	-	-	-	2,984
<b>Total Fairfax Hall</b>	<b>4,157</b>	<b>6,162</b>	<b>841</b>	<b>4,351</b>	<b>197</b>	<b>3,700</b>	<b>2,054</b>	<b>2,388</b>	<b>7,144</b>	<b>4,353</b>	<b>94</b>	<b>4,127</b>	<b>39,566</b>
<b><i>Social Center Expenditures</i></b>													
Utilities	421	403	449	695	-	896	(49)	378	1,167	697	-	667	5,724
Pest Control	136	136	136	136	78	78	-	-	-	434	155	145	1,436
Repairs & Maintenance	370	-	-	-	-	240	625	177	-	-	-	2,499	3,911
Operating Supplies	-	-	-	-	-	-	-	-	-	-	-	48	48
Janitorial Services and Supplies	1,028	525	(530)	1,059	-	-	-	-	-	-	-	-	2,083
Dues & License	16	905	16	368	-	368	-	-	48	-	-	-	1,721
<b>Total Social Center</b>	<b>1,972</b>	<b>1,970</b>	<b>72</b>	<b>2,259</b>	<b>78</b>	<b>1,582</b>	<b>576</b>	<b>555</b>	<b>1,215</b>	<b>1,131</b>	<b>155</b>	<b>3,359</b>	<b>14,923</b>
<b><i>Lexington Spa Expenditures</i></b>													
Fitness Instructors	1,290	810	1,020	630	600	879	690	420	270	2,160	450	420	9,639
Utilities	3,226	4,881	4,463	5,650	-	9,945	(637)	4,340	6,431	2,791	-	3,009	44,099
Water & Sewer	2,291	2,765	3,132	2,903	-	-	3,189	3,127	2,667	2,604	-	2,406	25,084
Pest Control	68	68	68	68	-	-	-	-	-	229	-	72	574
Repairs & Maintenance	1,138	3,107	214	97	628	-	290	1,796	1,655	909	457	830	11,120
Pool Maintenance	6,635	5,682	8,549	4,248	5,797	8,566	9,547	5,400	5,400	5,597	1,600	5,700	72,721
Operating Supplies	-	-	-	-	-	-	-	-	-	-	157	-	157
Janitorial Services and Supplies	2,810	1,416	(1,390)	2,781	-	-	-	-	-	-	-	-	5,616
Dues & License	-	-	-	-	-	-	875	-	180	-	-	-	1,055
<b>Total Lexington Spa</b>	<b>17,457</b>	<b>18,729</b>	<b>16,056</b>	<b>16,377</b>	<b>7,025</b>	<b>19,390</b>	<b>13,954</b>	<b>15,083</b>	<b>16,603</b>	<b>14,290</b>	<b>2,664</b>	<b>12,437</b>	<b>170,065</b>



**ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**  
**Monthly Trend Report - Fiscal Year 2022**  
**GENERAL FUND**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b>Total Revenues</b>	2,751	150,114	1,538,821	83,049	38,633	205,405	36,995	(159,431)	5,234	8	6	591	1,902,175
<b>Total Expenditures</b>	196,076	144,389	152,740	104,919	105,271	152,293	87,301	172,055	132,269	110,233	34,898	166,189	1,560,328
<b>Excess Revenue / Over (Under) Expenditures</b>	(193,325)	5,725	1,386,081	(21,870)	(66,638)	53,112	(50,306)	(331,486)	(127,035)	(110,225)	(34,892)	(165,598)	341,847
<b><u>Other Sources/(Uses)</u></b>													
Transfer Out - Capital Reserve	-	-	(171,518)	-	-	-	-	-	-	-	-	-	-
Transfer Out - Golf Course and F&B	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Other Sources/(Uses)</b>	-	-	(171,518)	-	-	-	-	-	-	-	-	-	-
<b>Net Change in Fund Balance</b>	<b>\$ (193,325)</b>	<b>\$ 5,725</b>	<b>\$ 1,214,563</b>	<b>\$ (21,870)</b>	<b>\$ (66,638)</b>	<b>\$ 53,112</b>	<b>\$ (50,306)</b>	<b>\$ (331,486)</b>	<b>\$ (127,035)</b>	<b>\$ (110,225)</b>	<b>\$ (34,892)</b>	<b>\$ (165,598)</b>	<b>\$ 341,847</b>

**ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**  
**Monthly Trend Report - Fiscal Year 2022**  
**FOOD & BEVERAGE**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b><u>Revenues</u></b>													
Food (Food & Soft Drinks)	\$ 57,001	\$ 54,779	\$ 66,134	\$ 57,237	\$ 70,230	\$ 74,078	\$ 67,050	\$ 52,464	\$ 47,749	\$ 44,986	\$ 46,652	\$ 53,902	\$ 692,262
Beverages (Alcohol)	25,214	23,104	25,911	23,389	26,848	29,955	27,034	19,267	16,806	16,231	16,199	24,209	274,167
Other Food & Beverage Revenue	1,071	(210)	(1,752)	(1,496)	2,659	(168)	126	(165)	(515)	641	137	1,795	2,121
Dues Income - Monthly Dues	-	-	-	-	6,590	1,648	1,648	1,648	1,648	1,648	1,648	1,648	18,124
Miscellaneous Income & Discounts	(752)	(9)	339	75	275	112	(535)	1,769	1,722	(105)	347	3,060	6,298
<b>Total Revenues</b>	<b>82,534</b>	<b>77,664</b>	<b>90,632</b>	<b>79,205</b>	<b>106,602</b>	<b>105,626</b>	<b>95,322</b>	<b>74,983</b>	<b>67,408</b>	<b>63,401</b>	<b>64,981</b>	<b>84,613</b>	<b>992,972</b>
<b><u>Expenditures</u></b>													
<b><u>Cost of Goods Sold (COGS)</u></b>													
Food (food & soft drinks)	26,191	23,228	30,798	22,629	27,643	32,762	28,996	23,355	18,742	20,064	18,870	22,504	295,783
Non-Alcoholic Beverages	2,349	2,084	2,574	1,685	2,015	2,480	2,258	2,938	1,912	(413)	2,156	2,152	24,189
Alcohol	7,007	6,079	8,461	7,627	6,053	10,251	6,531	8,731	5,472	3,472	5,296	7,548	82,528
<b>Total COGS</b>	<b>35,547</b>	<b>31,391</b>	<b>41,833</b>	<b>31,940</b>	<b>35,711</b>	<b>45,493</b>	<b>37,785</b>	<b>35,024</b>	<b>26,126</b>	<b>23,123</b>	<b>26,322</b>	<b>32,204</b>	<b>402,500</b>
<b><u>Labor</u></b>													
General and Administrative	2,832	2,740	3,015	2,981	2,692	2,981	2,912	2,971	2,309	2,793	2,534	5,624	36,384
Food & Beverage	31,708	32,945	31,970	30,986	30,003	34,488	32,712	28,948	24,951	27,300	20,543	32,647	359,202
Sales & Marketing	972	953	953	953	953	953	953	953	953	(953)	953	2,844	11,440
Payroll Taxes	3,434	3,618	3,583	3,652	3,456	4,012	3,713	3,112	2,989	2,706	2,326	3,484	40,085
Medical/Health Benefits	391	1,152	636	3,395	713	1,561	1,915	1,729	1,737	1,589	1,547	1,892	18,258
Workmans Comp	256	427	954	823	525	608	578	548	546	401	421	521	6,608
<b>Total Labor</b>	<b>39,593</b>	<b>41,835</b>	<b>41,111</b>	<b>42,790</b>	<b>38,342</b>	<b>44,603</b>	<b>42,784</b>	<b>38,261</b>	<b>33,485</b>	<b>33,836</b>	<b>28,324</b>	<b>47,012</b>	<b>471,977</b>
<b><u>Other Operational Expenditures</u></b>													
General and Administrative	16,873	12,973	14,369	11,271	13,397	13,311	13,042	10,721	12,948	10,086	12,360	12,010	153,363
Food & Beverage	10,252	7,598	8,155	5,940	6,976	6,585	7,978	9,035	6,735	5,509	6,678	7,111	88,552
Sales and Marketing	1,114	658	353	690	784	987	828	431	1,102	317	466	364	8,094
Insurance- P & C	997	1,184	1,197	755	755	755	755	923	2,470	1,014	1,014	1,014	12,833
<b>Total Other Oper. Expenditures</b>	<b>29,237</b>	<b>22,413</b>	<b>24,074</b>	<b>18,656</b>	<b>21,912</b>	<b>21,638</b>	<b>22,603</b>	<b>21,110</b>	<b>23,256</b>	<b>16,926</b>	<b>20,519</b>	<b>20,500</b>	<b>262,843</b>
<b>Total Expenditures</b>	<b>104,377</b>	<b>95,639</b>	<b>107,018</b>	<b>93,386</b>	<b>95,965</b>	<b>111,733</b>	<b>103,172</b>	<b>94,395</b>	<b>82,867</b>	<b>73,885</b>	<b>75,164</b>	<b>99,716</b>	<b>1,137,319</b>
<b>Excess Revenue / Over (Under) Expenditures</b>	<b>(21,843)</b>	<b>(17,975)</b>	<b>(16,386)</b>	<b>(14,181)</b>	<b>10,637</b>	<b>(6,108)</b>	<b>(7,850)</b>	<b>(19,412)</b>	<b>(15,459)</b>	<b>(10,484)</b>	<b>(10,183)</b>	<b>(15,103)</b>	<b>(144,347)</b>

**ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**  
**Monthly Trend Report - Fiscal Year 2022**  
**FOOD & BEVERAGE**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b><i>Other Sources/(Uses)</i></b>													
TransferOut-Capital Reserve	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfer Out- Golf Course / FB	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Other Sources/(Uses)</b>	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Net Change in Fund Balance</b>	<b>\$ (21,843)</b>	<b>\$ (17,975)</b>	<b>\$ (16,386)</b>	<b>\$ (14,181)</b>	<b>\$ 10,637</b>	<b>\$ (6,108)</b>	<b>\$ (7,850)</b>	<b>\$ (19,412)</b>	<b>\$ (15,459)</b>	<b>\$ (10,484)</b>	<b>\$ (10,183)</b>	<b>\$ (15,103)</b>	<b>\$ (144,347)</b>



**ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**  
**Monthly Trend Report - Fiscal Year 2022**  
**GOLF COURSE**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b><u>ROUNDS</u></b>													
Rounds - Member	1,477	1,477	1,390	1,397	1,312	2,060	1,900	1,689	1,760	1,478	1,634	1,495	19,069
Rounds - Outing	706	564	705	908	1,157	725	793	471	498	463	310	523	7,823
Rounds - Public	1,584	1,736	2,059	2,100	2,665	2,777	2,472	1,774	1,371	1,407	1,226	1,178	22,349
<b>TOTAL ROUNDS</b>	<b>3,767</b>	<b>3,777</b>	<b>4,154</b>	<b>4,405</b>	<b>5,134</b>	<b>5,562</b>	<b>5,165</b>	<b>3,934</b>	<b>3,629</b>	<b>3,348</b>	<b>3,170</b>	<b>3,196</b>	<b>49,241</b>
<b><u>Revenues</u></b>													
Green Fees	\$ 51,314	\$ 64,507	\$ 72,905	\$ 87,233	\$ 114,831	\$ 116,657	\$ 104,576	\$ 65,381	\$ 51,367	\$ 47,541	\$ 44,057	\$ 46,912	\$ 867,280
Cart Fees	61	140	56	70	280	369	215	42	84	98	925	56	2,397
Driving Range	3,755	4,187	3,839	4,485	4,395	4,612	3,683	2,736	2,744	2,749	2,757	1,751	41,694
Pro Shop Sales	5,695	18,836	13,019	7,031	13,861	15,383	13,397	18,797	10,793	6,059	9,104	9,248	141,224
Other Golf Revenues	1,116	2,918	252	284	312	342	162	140	143	55	30	25	5,779
Clinic / School Revenue	116	96	226	225	150	375	(34)	15	233	(203)	30	0	1,229
Dues Income - Monthly Dues	41,518	41,114	41,740	41,619	35,905	40,848	41,092	41,724	42,215	42,065	42,502	43,087	495,428
Miscellaneous Income and Discounts	(1,397)	(17)	630	139	512	209	(995)	3,286	3,197	(194)	644	5,683	11,697
<b>Total Revenues</b>	<b>102,178</b>	<b>131,781</b>	<b>132,669</b>	<b>141,087</b>	<b>170,246</b>	<b>178,794</b>	<b>162,095</b>	<b>132,121</b>	<b>110,777</b>	<b>98,170</b>	<b>100,048</b>	<b>106,762</b>	<b>1,566,727</b>
<b><u>Expenditures</u></b>													
<b><u>Cost of Goods Sold (COGS)</u></b>													
Pro Shop	2,463	12,775	8,583	5,229	9,514	13,233	7,316	10,190	6,249	6,032	8,006	7,274	96,863
<b>Total COGS</b>	<b>2,463</b>	<b>12,775</b>	<b>8,583</b>	<b>5,229</b>	<b>9,514</b>	<b>13,233</b>	<b>7,316</b>	<b>10,190</b>	<b>6,249</b>	<b>6,032</b>	<b>8,006</b>	<b>7,274</b>	<b>96,863</b>
<b><u>Labor</u></b>													
Golf Operations Labor	13,424	15,913	16,836	17,975	14,448	17,488	16,564	15,826	15,515	14,075	14,963	14,740	187,767
General and Administrative	5,259	5,089	5,598	5,537	5,000	5,536	5,408	5,517	4,288	5,187	4,705	10,445	67,570
Maintenance and Landscaping	18,323	16,323	18,270	17,574	15,694	18,583	18,803	18,172	19,702	17,603	21,800	26,191	227,038
Payroll Taxes	3,107	3,164	3,053	3,483	2,766	3,451	3,360	3,085	3,255	2,789	3,247	2,667	37,427
Medical/Health Benefits	696	2,047	1,131	4,610	1,268	2,775	3,406	3,074	3,088	2,825	2,751	3,364	31,034
Workmans Comp	454	759	1,697	1,462	934	1,081	1,027	975	971	712	749	926	11,747
<b>Total Labor</b>	<b>41,263</b>	<b>43,295</b>	<b>46,584</b>	<b>50,642</b>	<b>40,109</b>	<b>48,914</b>	<b>48,569</b>	<b>46,648</b>	<b>46,819</b>	<b>43,191</b>	<b>48,216</b>	<b>58,333</b>	<b>562,583</b>
<b><u>Other Operational Expenditures</u></b>													
Golf Operations	5,341	2,904	1,627	2,779	1,368	1,200	6,214	710	2,469	1,911	2,391	891	29,805
General & Administrative	14,475	12,401	13,420	11,183	12,495	14,117	14,561	12,331	13,038	10,915	10,249	11,767	150,952
Maintenance	43,027	31,035	27,189	17,921	13,780	38,961	52,387	30,478	32,503	32,275	31,567	5,250	356,372
Sales and Marketing	2,469	1,772	656	1,281	1,456	1,867	1,538	800	2,046	589	866	917	16,257
Golf Cart Leases	3,613	3,323	3,323	3,323	3,323	3,322	3,905	3,322	3,663	3,323	3,613	3,613	41,663
FF&E	-	-	-	-	-	-	581	-	-	-	-	-	581
Taxes - Real Estate	-	2,085	(399)	-	-	-	-	-	-	-	-	-	1,686
Taxes - Personal Property	628	628	628	628	628	628	628	628	628	628	628	628	7,534
Insurance - P&C	1,852	2,199	2,223	1,401	1,401	1,401	1,402	1,715	4,587	1,884	1,884	1,884	23,833
<b>Total Other Oper. Expenditures</b>	<b>71,405</b>	<b>56,347</b>	<b>48,666</b>	<b>38,516</b>	<b>34,451</b>	<b>61,496</b>	<b>81,215</b>	<b>49,982</b>	<b>58,934</b>	<b>51,525</b>	<b>51,197</b>	<b>24,949</b>	<b>628,683</b>
<b>Total Expenditures</b>	<b>115,131</b>	<b>112,417</b>	<b>103,833</b>	<b>94,386</b>	<b>84,074</b>	<b>123,643</b>	<b>137,100</b>	<b>106,820</b>	<b>112,002</b>	<b>100,748</b>	<b>107,418</b>	<b>90,556</b>	<b>1,288,128</b>
<b>Excess Revenue / Over (Under) Expenditures</b>	<b>(12,953)</b>	<b>19,364</b>	<b>28,836</b>	<b>46,700</b>	<b>86,172</b>	<b>55,151</b>	<b>24,995</b>	<b>25,300</b>	<b>(1,225)</b>	<b>(2,578)</b>	<b>(7,370)</b>	<b>16,206</b>	<b>278,599</b>

**ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**  
**Monthly Trend Report - Fiscal Year 2022**  
**GOLF COURSE**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b><u>Other Sources/(Uses)</u></b>													
Transfer In - General Fund	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfer Out - Food & Beverage	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Expense - Capital Leases	(861)	(835)	(810)	(784)	(758)	(732)	(706)	(680)	(654)	(628)	(601)	(575)	(8,624)
Principal Expense - Capital Leases	(8,925)	(8,950)	(8,976)	(9,244)	(9,028)	(9,117)	(8,895)	(9,105)	(9,132)	(9,158)	(9,184)	(9,210)	(108,924)
<b>Total Other Sources/(Uses)</b>	<b>(9,786)</b>	<b>(9,785)</b>	<b>(9,785)</b>	<b>(10,028)</b>	<b>(9,785)</b>	<b>(9,849)</b>	<b>(9,601)</b>	<b>(9,785)</b>	<b>(9,785)</b>	<b>(9,786)</b>	<b>(9,785)</b>	<b>(9,785)</b>	<b>(117,548)</b>
<b>Net Change in Fund Balance</b>	<b>\$ (22,739)</b>	<b>\$ 9,579</b>	<b>\$ 19,050</b>	<b>\$ 36,673</b>	<b>\$ 76,386</b>	<b>\$ 45,303</b>	<b>\$ 15,394</b>	<b>\$ 15,515</b>	<b>\$ (11,010)</b>	<b>\$ (12,364)</b>	<b>\$ (17,156)</b>	<b>\$ 6,421</b>	<b>\$ 161,051</b>

**ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**  
**Monthly Trend Report - Fiscal Year 2022**  
**COMBINED FOOD & BEVERAGE AND GOLF COURSE**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b><u>Revenues</u></b>													
Food & Beverage Revenue	\$ 82,534	\$ 77,664	\$ 90,632	\$ 79,205	\$ 106,602	\$ 105,626	\$ 95,322	\$ 74,983	\$ 67,408	\$ 63,401	\$ 64,981	\$ 84,613	\$ 992,972
Golf Course Revenue	102,178	131,781	132,669	141,087	170,246	178,794	162,095	132,121	110,777	98,170	100,048	106,762	1,566,727
<b>Total Revenues</b>	<b>184,712</b>	<b>209,446</b>	<b>223,301</b>	<b>220,292</b>	<b>276,848</b>	<b>284,420</b>	<b>257,417</b>	<b>207,104</b>	<b>178,185</b>	<b>161,571</b>	<b>165,030</b>	<b>191,375</b>	<b>2,559,699</b>
<b><u>Expenditures</u></b>													
<b><u>Cost of Goods Sold (COGS)</u></b>													
Food & Beverage	35,547	31,391	41,833	31,940	35,711	45,493	37,785	35,024	26,126	23,123	26,322	32,204	402,500
Golf Course	2,463	12,775	8,583	5,229	9,514	13,233	7,316	10,190	6,249	6,032	8,006	7,274	96,863
<b>Total COGS</b>	<b>38,010</b>	<b>44,166</b>	<b>50,416</b>	<b>37,169</b>	<b>45,225</b>	<b>58,726</b>	<b>45,101</b>	<b>45,214</b>	<b>32,375</b>	<b>29,155</b>	<b>34,327</b>	<b>39,478</b>	<b>499,362</b>
<b><u>Labor</u></b>													
Food & Beverage	39,593	41,835	41,111	42,790	38,342	44,603	42,784	38,261	33,485	33,836	28,324	47,012	471,977
Golf Course	41,263	43,295	46,584	50,642	40,109	48,914	48,569	46,648	46,819	43,191	48,216	58,333	562,583
<b>Total Labor</b>	<b>80,857</b>	<b>85,132</b>	<b>87,695</b>	<b>93,432</b>	<b>78,451</b>	<b>93,517</b>	<b>91,353</b>	<b>84,910</b>	<b>80,304</b>	<b>77,027</b>	<b>76,540</b>	<b>105,345</b>	<b>1,034,560</b>
<b><u>Other Operational Expenditures</u></b>													
Food & Beverage	29,237	22,413	24,074	18,656	21,912	21,638	22,603	21,110	23,256	16,926	20,519	20,500	262,843
Golf Course	71,405	56,347	48,666	38,516	34,451	61,496	81,215	49,982	58,934	51,525	51,197	24,949	628,683
<b>Total Other Oper. Expenditures</b>	<b>100,642</b>	<b>78,760</b>	<b>72,741</b>	<b>57,171</b>	<b>56,363</b>	<b>83,134</b>	<b>103,818</b>	<b>71,092</b>	<b>82,189</b>	<b>68,451</b>	<b>71,715</b>	<b>45,449</b>	<b>891,525</b>
<b>Total Expenditures</b>	<b>219,509</b>	<b>208,058</b>	<b>210,852</b>	<b>187,772</b>	<b>180,039</b>	<b>235,376</b>	<b>240,272</b>	<b>201,216</b>	<b>194,869</b>	<b>174,633</b>	<b>182,583</b>	<b>190,271</b>	<b>2,425,447</b>
<b>Excess Revenue / Over (Under) Expenditures</b>	<b>(34,797)</b>	<b>1,388</b>	<b>12,450</b>	<b>32,520</b>	<b>96,809</b>	<b>49,044</b>	<b>17,145</b>	<b>5,888</b>	<b>(16,684)</b>	<b>(13,062)</b>	<b>(17,553)</b>	<b>1,104</b>	<b>134,252</b>
<b><u>Other Sources/(Uses)</u></b>													
Transfer In - General Fund	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Expense - Capital Leases	(861)	(835)	(810)	(784)	(758)	(732)	(706)	(680)	(654)	(628)	(601)	(575)	(8,624)
Principal Expense - Capital Leases	(8,925)	(8,950)	(8,976)	(9,244)	(9,028)	(9,117)	(8,895)	(9,105)	(9,132)	(9,158)	(9,184)	(9,210)	(108,924)
<b>Total Other Sources/(Uses)</b>	<b>(9,786)</b>	<b>(9,785)</b>	<b>(9,785)</b>	<b>(10,028)</b>	<b>(9,785)</b>	<b>(9,849)</b>	<b>(9,601)</b>	<b>(9,785)</b>	<b>(9,785)</b>	<b>(9,786)</b>	<b>(9,785)</b>	<b>(9,785)</b>	<b>(117,548)</b>
<b>Net Change in Fund Balance</b>	<b>\$ (44,583)</b>	<b>\$ (8,397)</b>	<b>\$ 2,664</b>	<b>\$ 22,492</b>	<b>\$ 87,023</b>	<b>\$ 39,195</b>	<b>\$ 7,544</b>	<b>\$ (3,897)</b>	<b>\$ (26,470)</b>	<b>\$ (22,848)</b>	<b>\$ (27,339)</b>	<b>\$ (8,682)</b>	<b>\$ 16,704</b>



**ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**

**Long Term Debt Report**

Series 2006A Special Assessment Bonds  
For the Period Ending September 30, 2022

Interest Rate:	5.50%
Maturity Date:	5/1/2036
Reserve Fund Definition:	6.82% Outstanding
Reserve Fund Requirement:	\$156,519
Reserve Fund Balance:	\$172,548
Bonds outstanding -09/30/2006	\$15,965,000
Less: May 1, 2007 (Mandatory)	(\$250,000)
Less: May 1, 2008 (Mandatory)	(\$265,000)
Less: November 1, 2008 (Optional)	(\$190,000)
Less: May 1, 2009 (Mandatory)	(\$235,000)
Less: November 1, 2009 (Optional)	(\$45,000)
Less: November 1, 2010 (Optional)	(\$20,000)
Less: May 1, 2011 (Optional)	(\$20,000)
Less: September 30, 2015 (Optional)	(\$910,000)
Less: December 1, 2015 (Sale of SPE Land)	(\$4,670,000)
Less: December 15, 2015 (Optional)	(\$1,220,000)
Less: May 1, 2016 (Mandatory)	(\$215,000)
Less: June 9, 2016 (Optional)	(\$260,000)
Less: November 1, 2016 (Optional)	(\$500,000)
Less: May 1, 2017(Mandatory)	(\$215,000)
Less: May 1, 2017 (Optional)	(\$420,000)
Less: November 1, 2017 (Optional)	(\$495,000)
Less: May 1, 2018 (Mandatory)	(\$185,000)
Less: May 1, 2018 (Optional)	(\$350,000)
Less: November 1, 2018 (Optional)	(\$355,000)
Less: May 1, 2019 (Mandatory)	(\$170,000)
Less: May 1, 2019 (Optional)	(\$305,000)
Less: November 1, 2019 (Optional)	(\$1,445,000)
Less: May 1, 2020 (Mandatory)	(\$115,000)
Less: May 1, 2020 (Optional)	(\$125,000)
Less: November 1, 2020 (Optional)	(\$150,000)
Less: May 1, 2021 (Mandatory)	(\$115,000)
Less: May 1, 2021 (Optional)	(\$190,000)
Less: November 1, 2021 (Optional)	(\$235,000)
Less: May 1, 2022 (Mandatory)	(\$280,000)
<b>Current Bonds Outstanding</b>	<b>\$2,015,000</b>

**ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**

**Long Term Debt Report**

Series 2019 Special Assessment Bonds  
For the Period Ending September 30, 2022

Interest Rate:	3.6% - 4.0%
Maturity Date:	5/1/2036
Reserve Fund Definition:	50% MADS
Reserve Fund Requirement:	\$34,450
Reserve Fund Balance:	\$34,450
Bonds outstanding - 09/30/2019	\$1,765,000
Less: November 1, 2019 (Optional)	(\$650,000)
Less: May 1, 2020 (Mandatory)	(\$50,000)
Less: May 1, 2020 (Optional)	(\$55,000)
Less: August 1, 2020 (Optional)	(\$30,000)
Less: November 1, 2020 (Optional)	(\$65,000)
Less: February 1, 2021 (Optional)	(\$45,000)
Less: May 1, 2021 (Mandatory)	(\$40,000)
Less: May 1, 2021 (Optional)	(\$70,000)
Less: August 1, 2021 (Optional)	(\$40,000)
Less: November 1, 2021 (Optional)	(\$45,000)
Less: February 1, 2022 (Optional)	(\$30,000)
Less: May 1, 2022 (Mandatory)	(\$35,000)
Less: August 1, 2022 (Optional)	(\$25,000)
Current Bonds Outstanding	\$585,000

**ARLINGTON RIDGE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
Golf Club Revenue Comparisons

**Golf Course**

	FY 2021	FY 2022	Variance
October	\$80,209	\$102,177	\$21,967
November	\$98,131	\$131,782	\$33,652
December	\$102,068	\$132,669	\$30,601
January	\$142,529	\$141,087	(\$1,442)
February	\$141,180	\$170,246	\$29,066
March	\$152,360	\$178,794	\$26,434
April	\$127,998	\$162,095	\$34,097
May	\$108,311	\$132,121	\$23,810
June	\$110,777	\$132,121	\$21,344
July	\$77,603	\$98,170	\$20,567
August	\$71,128	\$100,048	\$28,920
September	\$79,650	\$106,762	\$27,112
<b>Total</b>	<b>\$1,291,943</b>	<b>\$1,588,072</b>	<b>\$296,128</b>

**Food & Beverage**

	FY 2021	FY 2022	Variance
October	\$58,767	\$82,534	\$23,767
November	\$66,220	\$77,664	\$11,444
December	\$56,559	\$90,633	\$34,074
January	\$49,683	\$79,205	\$29,522
February	\$61,258	\$106,602	\$45,344
March	\$52,755	\$60,133	\$7,378
April	\$71,026	\$95,321	\$24,295
May	\$63,452	\$74,983	\$11,531
June	\$55,606	\$67,408	\$11,802
July	\$63,979	\$63,401	(\$578)
August	\$48,770	\$64,981	\$16,211
September	\$57,799	\$84,613	\$26,814
<b>Total</b>	<b>\$705,874</b>	<b>\$947,477</b>	<b>\$241,603</b>

**Cumulative**

	FY 2021	FY 2022	Variance
October	\$138,976	\$184,710	\$45,735
November	\$164,351	\$209,446	\$45,095
December	\$158,627	\$223,302	\$64,675
January	\$192,212	\$220,292	\$28,080
February	\$202,438	\$276,848	\$74,410
March	\$205,115	\$238,927	\$33,812
April	\$199,024	\$257,416	\$58,392
May	\$171,763	\$207,104	\$35,341
June	\$166,383	\$199,529	\$33,146
July	\$141,582	\$161,571	\$19,989
August	\$119,898	\$165,029	\$45,131
September	\$137,449	\$191,375	\$53,926
<b>Total</b>	<b>\$1,997,818</b>	<b>\$2,535,549</b>	<b>\$537,732</b>



**ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**  
**Special Assessments FY2022 Receipts**  
For the Period Ending September 30, 2022

**Maintenance Assessments**

GROSS ASSESSMENTS           \$1,971,407  
NET ASSESSMENTS           \$1,853,123

DATE RECEIVED	GROSS AMOUNT RECEIVED	DISCOUNTS/ COMMISSIONS	NET AMOUNT RECEIVED
11/30/21	\$30,916	(\$6,159)	\$24,756
11/30/21	\$130,045	(\$7,699)	\$122,346
12/31/21	\$1,079,939	(\$63,933)	\$1,016,006
12/31/21	\$478,716	(\$28,340)	\$450,376
12/31/21	\$66,383	(\$3,833)	\$62,549
01/31/22	\$79,139	(\$3,891)	\$75,248
02/28/22	\$40,047	(\$1,701)	\$38,346
03/22/22	\$30,627	(\$945)	\$29,682
04/18/22	\$26,786	(\$536)	\$26,251
05/25/22	\$9,419	(\$82)	\$9,337
06/21/22	\$1,885	\$18	\$1,902
06/28/22	\$1,885	\$45	\$1,930
<b>TOTAL COLLECTED</b>	<b>1,975,787</b>	<b>(\$117,057)</b>	<b>1,858,730</b>
<b>PERCENTAGE COLLECTED</b>			<b>100.30%</b>

**Debt Service Assessments**

GROSS ASSESSMENTS           \$329,718           \$260,735           \$68,983  
NET ASSESSMENTS           \$309,935           \$245,091           \$64,844

DATE RECEIVED	GROSS AMOUNT RECEIVED	DISCOUNTS/ COMMISSIONS	NET AMOUNT RECEIVED	SERIES 2006 DEBT SERVICE	SERIES 2019 DEBT SERVICE
11/30/21	\$4,856	(\$331)	\$4,525	\$3,578	\$947
11/30/21	\$20,784	(\$1,231)	\$19,553	\$15,462	\$4,091
12/31/21	\$161,835	(\$9,581)	\$152,254	\$120,400	\$31,854
12/31/21	\$76,295	(\$4,516)	\$71,779	\$56,762	\$15,017
12/31/21	\$11,231	(\$638)	\$10,593	\$8,377	\$2,216
02/28/22	\$5,989	(\$263)	\$5,726	\$4,528	\$1,198
03/22/22	\$6,723	(\$206)	\$6,517	\$5,154	\$1,363
04/18/22	\$8,611	(\$172)	\$8,439	\$6,673	\$1,766
05/25/22	\$2,082	\$19	\$2,100	\$1,661	\$439
06/21/22	\$146	\$1	\$148	\$117	\$31
06/28/22	\$1,050	\$25	\$1,075	\$850	\$225
12/31/21	ck 65042 D. Jordan			\$1,393	
<b>TOTAL COLLECTED</b>	<b>\$299,603</b>	<b>(\$16,893)</b>	<b>\$282,710</b>	<b>\$224,954</b>	<b>\$59,148</b>
<b>PERCENTAGE COLLECTED</b>			<b>91.22%</b>	<b>91.78%</b>	<b>91.22%</b>

# **Subsection 6C**

## **Invoices and Check Register**



# INVOICE

Invoice # 3892  
Date: 09/08/2022  
Due On: 10/08/2022

## KE Law Group, PLLC

P.O. Box 6386  
Tallahassee, Florida 32314

Arlington Ridge CDD  
313 Campus Street  
Celebration, FL 34747

### ARIDGE-001

#### Arlington Ridge CDD - General Counsel

Type	Professional	Date	Notes	Quantity	Rate	Total
Service	JK	08/01/2022	Review records request; confer with DM on same; review claim information and confer with DM and engineer on same	0.50	\$325.00	\$162.50
Service	JK	08/02/2022	Conference call with DM re: various CDD issues, records request, meeting preparation and items and FIA meeting	0.60	\$325.00	\$195.00
Service	JK	08/03/2022	Confer re: mailed/published assessment notices and information related to same	0.10	\$325.00	\$32.50
Service	JK	08/05/2022	Review inquiries on gambling and send policies and memo on same	0.30	\$325.00	\$97.50
Service	JK	08/09/2022	Review TA; confer with multiple agenda items, including sales center, Citro violation and related documentation; review/edit and transmit appropriation and assessment resolution	0.50	\$325.00	\$162.50
Service	MG	08/09/2022	Prepare budget documents	0.60	\$170.00	\$102.00
Service	JK	08/10/2022	Confer with DM re: budget documents, funding for sales center and continued meeting edits; review minutes and provide edits; confer re: rates and transmit rate resolution; transmit updated assessment documents; confer re: sales center remodel provisions	0.80	\$325.00	\$260.00
Service	MO	08/10/2022	Draft Resolution Setting Public Hearing	0.30	\$265.00	\$79.50
Service	MO	08/11/2022	Review subpoena for John Tingue	0.30	\$265.00	\$79.50



		records				
Service	MG	08/12/2022	Revise pool agreement with Aqua Group	0.80	\$170.00	\$136.00
Service	JK	08/12/2022	Confer with closing agent on title commitment and closing cost estimates through date of request; prepare and transmit summary and table to district manager for Board distribution	0.30	\$325.00	\$97.50
Service	JK	08/16/2022	Conference call with district manager re: various issues; transmit board information; draft/transmit information on amenity suspension; draft/transmit information on public comments/sales center options; confer with staff on same	1.50	\$325.00	\$487.50
Service	MO	08/16/2022	Continue review of August Meeting Agenda; Continue drafting August Agenda Memo; Begin research re: use of government property; review correspondence re: suspension hearing and sales center discussion agenda	2.30	\$265.00	\$609.50
Service	JK	08/17/2022	Research constitutional law re: petition options; transmit information on same; multiple calls on sales center and options for same	2.10	\$325.00	\$682.50
Service	JK	08/18/2022	Finalize meeting preparations and confer with staff re: missing agenda item back up and security language; confer re: affidavits of publication/mailing; conference call with HOA attorney; travel to/from meeting	6.60	\$325.00	\$2,145.00
Service	MG	08/19/2022	Review agenda/proposals for work authorizations	0.20	\$170.00	\$34.00
Service	JK	08/19/2022	Review meeting summary notes; confer with Supervisor re: resident comment section and confer with District Manager on same	0.20	\$325.00	\$65.00
Service	JK	08/22/2022	Review multiple records requests; prepare response to same; review budget documents; conference call with DM re: meeting materials, memo on sales center and related documents	0.50	\$325.00	\$162.50
Service	JK	08/23/2022	Confer with District Manager re: multiple public records requests and response related to same	0.20	\$325.00	\$65.00
Expense	AL	08/23/2022	Hotel: Hotel for BOS- JK	1.00	\$59.99	\$59.99
Expense	AL	08/23/2022	Rental Car Expenses: Rental for BOS -JK	1.00	\$74.87	\$74.87

Expense	AL	08/23/2022	Gas: Gas for BOS-JK	1.00	\$16.35	\$16.35
Expense	AL	08/23/2022	Meals: Meals for BOS -JK	1.00	\$6.95	\$6.95
Service	JK	08/24/2022	Conference call w/Board member re: sales center information and budget information	0.20	\$325.00	\$65.00
Service	JK	08/27/2022	Review roofing issue correspondence and transmit information on same	0.20	\$325.00	\$65.00
					<b>Total</b>	<b>\$5,943.66</b>

## Detailed Statement of Account

### Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
3549	09/07/2022	\$1,036.50	\$0.00	\$1,036.50

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
3892	10/08/2022	\$5,943.66	\$0.00	\$5,943.66
<b>Outstanding Balance</b>				<b>\$6,980.16</b>
<b>Total Amount Outstanding</b>				<b>\$6,980.16</b>

Please make all amounts payable to: KE Law Group, PLLC

Please pay within 30 days.



# INVOICE

2002 West Grand Parkway North  
Suite 100  
Katy, TX 77449

**INVOICE#**

#83043

**DATE**

9/22/2022

**BILL TO**

Arlington Ridge Community  
Development District  
210 N University Dr  
Coral Springs FL 33071-7394  
United States

**CUSTOMER ID**

C2382

**NET TERMS**

Net 30

**PO#****DUE DATE**

10/22/2022

Services provided for the Month of: **September 2022**

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Management Services for the Month of: September 2022					
Administrative / Management Fees	1	Ea	4,458.33		4,458.33
Onsite Management Contract: Community Director, Resident Services / Activity Coordinator and Facility Maintenance	1	Ea	21,587.50		21,587.50
Postage	1	Ea	20.52		20.52
Sean Israel: 6-6-2022 Kross Inspectors - Building inspection \$1,400.00 Julie Yevich: 6-17-2022 MSFT \$54.00; 6-17-2022 EIG*Constantcontact.com \$294.00; 6-27-2022 Netflix.com \$15.99; 7-18-2022 MSFT \$54.00; 7-18-2022 Dept. of Bus and Prof. \$312.00 & \$344.00	1	Ea	2,473.99		2,473.99
Brett Perez: 6-17-2022 Gexpro - Electrical repair \$16.52	1	Ea	16.52		16.52
Dissemination Services	1	Ea	5,000.00		5,000.00
<b>Subtotal</b>					<b>33,556.86</b>

<b>Subtotal</b>	\$33,556.86
<b>Tax</b>	\$0.00
<b>Total Due</b>	<b>\$33,556.86</b>

**Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778**

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:

Account Name: INFRAMARK, LLC

ACH - Bank Routing Number: 111000614 / Account Number: 912593196

Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.



# ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT

## Payment Register by Bank Account

For the Period from 9/1/22 to 9/30/22

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b><u>TRUIST (SUNTRUST) - GF OPERATING ACCOUNT - (ACCT#XXXXX1442)</u></b>							
<b>CHECK # 2874</b>							
09/08/22	Vendor	GLOBISER INC	2259	JANITORIAL SVCS / SUPPLIES	Janitorial Svcs	001-534349-53948	\$2,617.28
09/08/22	Vendor	GLOBISER INC	2259	JANITORIAL SVCS / SUPPLIES	Janitorial Supplies	001-534349-53948	\$333.16
<b>Check Total</b>							<b>\$2,950.44</b>
<b>CHECK # 2875</b>							
09/08/22	Vendor	RANGE SERVANT AMERICA INC	113309A	MULTIFLEX PICKER	Capital Outlay	002-564043-53908	\$4,092.20
<b>Check Total</b>							<b>\$4,092.20</b>
<b>CHECK # 2876</b>							
09/08/22	Vendor	WILLIAM A LOGUE	485901	MUSIC	Special Events	001-549052-53948	\$300.00
<b>Check Total</b>							<b>\$300.00</b>
<b>CHECK # 2877</b>							
09/12/22	Vendor	ALLED UNIVERSAL SECURITY SERVICES	13220547	SEC SVCS THRU AUG 2022	Contracts-Security Services	001-534037-53904	\$12,286.69
<b>Check Total</b>							<b>\$12,286.69</b>
<b>CHECK # 2878</b>							
09/12/22	Vendor	DUNSTAN & SON PLUMBING COMPANY	220831040	REPAIR LEAK 3/4" PVC FITTING	Repairs & Maintenance	001-546156-57258	\$177.00
<b>Check Total</b>							<b>\$177.00</b>
<b>CHECK # 2879</b>							
09/12/22	Vendor	FLORALAWN INC	14211	AUG 2022 LAWN MAINT	AUG 2022 LANDSCAPE MAINT	001-546300-57221	\$16,288.83
09/12/22	Vendor	FLORALAWN INC	14211	AUG 2022 LAWN MAINT	MONTHLY IRR CHECKS	001-546179-57221	\$2,200.00
09/12/22	Vendor	FLORALAWN INC	14211	AUG 2022 LAWN MAINT	PEST CONTROL APPLICATION SHRUB SPRAY	001-546300-57221	\$6,416.50
09/12/22	Vendor	FLORALAWN INC	14211	AUG 2022 LAWN MAINT	ADDENDUM FOR ADDITIONAL LANDSCAPE	001-546300-57221	\$375.00
<b>Check Total</b>							<b>\$25,280.33</b>
<b>CHECK # 2880</b>							
09/12/22	Vendor	PEGASUS ENGINEERING	226217	ENGG SVCS THRU JULY 2022	Engineering Fees	001-531092-51302	\$292.50
<b>Check Total</b>							<b>\$292.50</b>
<b>CHECK # 2881</b>							
09/12/22	Vendor	SPIES POOL LLC	389451	SLOTTED GRATE FOR FLOOR	Pool chemicals July 2022	001-546156-57258	\$292.90
<b>Check Total</b>							<b>\$292.90</b>
<b>CHECK # 2882</b>							
09/19/22	Vendor	KE LAW PLLC	3549	GEN COUNSEL THRU JULY 2022	Attorney Fees	001-531058-51302	\$1,036.50
<b>Check Total</b>							<b>\$1,036.50</b>

# ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT

## Payment Register by Bank Account

For the Period from 9/1/22 to 9/30/22

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>CHECK # 2883</b>							
09/19/22	Vendor	LISA M SCHATTIE	1122	GROUP FITNESS 8/27-9/10/22	Schattie.Lisa - group fitness	001-534112-57258	\$120.00
<b>Check Total</b>							\$120.00
<b>CHECK # 2884</b>							
09/19/22	Vendor	MMD COMPUTER CENTER INC	70329	NO ACCESS Z DRIVE	ACCESS TO Z DRIVE	001-549942-51302	\$115.00
<b>Check Total</b>							\$115.00
<b>CHECK # 2885</b>							
09/19/22	Vendor	RALEX BUSINESS SERVICES, INC.	30763	XEROX RENTAL INVOICE	Printer/copier	001-544025-53948	\$373.34
<b>Check Total</b>							\$373.34
<b>CHECK # 2886</b>							
09/19/22	Vendor	US BANK	6640842	SERIES 2019 TRUSTEE FEES 8/1/22-7/31/23	ProfServ-Trustee Fees	001-531045-51302	\$673.44
09/19/22	Vendor	US BANK	6640842	SERIES 2019 TRUSTEE FEES 8/1/22-7/31/23	Prepaid Items	155000	\$3,367.19
<b>Check Total</b>							\$4,040.63
<b>CHECK # 2887</b>							
09/21/22	Vendor	DEL-AIR HEATING, AIR CONDITIONING	HS-000532650	PJCON-092897 CONTRACT BILLING O'HARE'S	CMM CONTRACT BILLING	001-546156-57221	\$705.00
09/21/22	Vendor	DEL-AIR HEATING, AIR CONDITIONING	HS-000532653	PJCON-092897 CONTRACT BILLING GUARD SHACK	CMM CONTRACT BILLING	001-546156-53904	\$235.00
<b>Check Total</b>							\$940.00
<b>CHECK # 2888</b>							
09/23/22	Employee	ROBERT A. HOOVER	PAYROLL	September 23, 2022 Payroll Posting			\$184.70
<b>Check Total</b>							\$184.70
<b>ACH #DD1055</b>							
09/08/22	Vendor	JAMES M PIERSALL - PAYROLL - ACH	081822 ACH	AUG 18 - BOARD PAY	P/R-Board of Supervisors	001-511001-51302	\$200.00
<b>ACH Total</b>							\$200.00
<b>ACH #DD1056</b>							
09/01/22	Vendor	THE CITY OF LEESBURG	081022 ACH	BILL PRD 7/1-8/2/22	Utility - Water & Sewer	001-543021-53948	\$146.07
09/01/22	Vendor	THE CITY OF LEESBURG	081022 ACH	BILL PRD 7/1-8/2/22	Utility - Water & Sewer	001-543021-53904	\$41.04
09/01/22	Vendor	THE CITY OF LEESBURG	081022 ACH	BILL PRD 7/1-8/2/22	Utility - Water & Sewer	001-543021-57245	\$93.32
09/01/22	Vendor	THE CITY OF LEESBURG	081022 ACH	BILL PRD 7/1-8/2/22	Utility - Water & Sewer	001-543021-57258	\$2,406.18
09/01/22	Vendor	THE CITY OF LEESBURG	081022 ACH	BILL PRD 7/1-8/2/22	Utility - Water & Sewer	001-543021-57221	\$90.88
<b>ACH Total</b>							\$2,777.49
<b>ACH #DD1057</b>							
09/27/22	Vendor	DUKE ENERGY	083022 ACH	BILL PRD 7/28-8/26/22	Street Lights	001-543057-53904	\$6,476.96
09/27/22	Vendor	DUKE ENERGY	083022 ACH	BILL PRD 7/28-8/26/22	Utility - Electric	001-543041-53948	\$307.13
09/27/22	Vendor	DUKE ENERGY	083022 ACH	BILL PRD 7/28-8/26/22	Utility - Electric	001-543041-57221	\$2,334.96

# ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT

## Payment Register by Bank Account

For the Period from 9/1/22 to 9/30/22

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
09/27/22	Vendor	DUKE ENERGY	083022 ACH	BILL PRD 7/28-8/26/22	Utility - Electric	001-543041-53904	\$161.45
09/27/22	Vendor	DUKE ENERGY	083022 ACH	BILL PRD 7/28-8/26/22	Utility - Electric	001-543041-57255	\$666.76
09/27/22	Vendor	DUKE ENERGY	083022 ACH	BILL PRD 7/28-8/26/22	Utility - Electric	001-543041-57258	\$3,008.80
09/27/22	Vendor	DUKE ENERGY	083022 ACH	BILL PRD 7/28-8/26/22	Utility - Electric	001-543041-57245	\$3,940.20
<b>ACH Total</b>							<b>\$16,896.26</b>
<b>ACH #DD1058</b>							
09/27/22	Vendor	SECO ENERGY	091222 ACH	BILL PRD 8/9-9/8/22	Utility - Electric	001-543041-53904	\$38.11
09/27/22	Vendor	SECO ENERGY	091222 ACH	BILL PRD 8/9-9/8/22	Utility - Electric	001-543041-57221	\$981.62
<b>ACH Total</b>							<b>\$1,019.73</b>
<b>ACH #DD1065</b>							
09/23/22	Employee	WILLIAM V. MIDDLEMISS	PAYROLL	September 23, 2022 Payroll Posting			\$184.70
<b>ACH Total</b>							<b>\$184.70</b>
<b>ACH #DD1066</b>							
09/23/22	Employee	CLAIRE I. MURPHY	PAYROLL	September 23, 2022 Payroll Posting			\$184.70
<b>ACH Total</b>							<b>\$184.70</b>
<b>ACH #DD1067</b>							
09/23/22	Employee	STEPHEN J. BRAUN	PAYROLL	September 23, 2022 Payroll Posting			\$184.70
<b>ACH Total</b>							<b>\$184.70</b>
<b>ACH #DD1068</b>							
09/23/22	Vendor	JAMES M PIERSALL - PAYROLL - ACH	091522	BOARD PAY 9/15/22	P/R-Board of Supervisors	001-511001-51302	\$200.00
<b>ACH Total</b>							<b>\$200.00</b>
<b>ACH #DD1069</b>							
09/01/22	Vendor	THE CITY OF LEESBURG	081122 ACH	BILL PRD 6/2-7/1/22	Utility - Water & Sewer	001-543021-53948	\$2,916.66
<b>ACH Total</b>							<b>\$2,916.66</b>
<b>Account Total</b>							<b>\$77,046.47</b>