

**ARLINGTON RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA PACKAGE
NOVEMBER 17, 2022**

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 **** Revised FINAL ****

Thursday November 17, 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. **Hearing on Consideration of Reinstatement of Amenity Privileges**
- 5. **Staff Reports**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - i. Action Item List.....Page 6
 - ii. **Holiday Lighting Recommendations**Page 10
 - iii. Discussion of the Billboard
 - a. Proposal for Removal (*under separate cover*)
 - iv. Discussion of Events, Clubs, Committees, and Indigo
 - a. Room Reservation RequestPage 20
 - b. Fairfax Hall Rental Form, Non-ResidentPage 22
 - c. Fairfax Hall Rental Form, ResidentPage 26
 - d. Proposed Changes to Amenity PolicyPage 30
 - e. Recreational Facilities Use PoliciesPage 32
 - f. Billy Casper Golf Agreement.....Page 64
 - g. Billy Casper, Amendment 1Page 95
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 - v. Report from Sales Center Committee
 - vi. Surplus Items from Sales CenterPage 103
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 - D. Field Manager
 - i. Monthly ReportPage 121
 - ii. Landscape Proposals
 - a. Floralawn Tree Injection ProposalPage 146
 - b. Floralawn #3953 Tree Trimming over TrailerPage 152
 - c. Floralawn #3954 Damaged Pine Tree RemovalPage 158
 - d. Floralawn #3979 Tree RemovalPage 164
 - e. BrightView #468130 Remove Southern Pine TreesPage 168
 - f. Floralawn #4239, Freeze ClothPage 172
 - iii. Pool Proposals (Capital Project Proposals)
 - a. Classic-Marcite Inc. Pool ResurfacingPage 175
 - b. Big Z Pool Service #3299 for Pool ResurfacingPage 177
 - c. Big Z Pool Service #3300 for Spa ResurfacingPage 183
 - d. Big Z Pool Service #3298, Zero Entry Beach Pool Resurfacing ..Page 188

District Office:

Inframark
313 Campus Street, Celebration, FL 34747
407-566-1935
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

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- e. Big Z Pool Service #3313, Zero Entry Beach Pool PumpPage 194
- f. Big Z Pool Service #3314, Lap Pool PumpPage 197
- g. Big Z Pool Service #3315, Pool Filter Grids Proposal.....Page 200
- h. Big Z Pool Service #3316, Pool Filter Grids ProposalPage 202
- E. General Manager: Golf, Food & Beverage.....Page 204
 - i. Restaurant/Bar Furniture ProposalsPage 207
- 6. Business Items**
 - A. Allied Universal Security Rate Increase Proposal.....Page 215
 - B. Ratification of the Fiscal Year 2021 AuditPage 219
- 7. Consent Agenda**
 - A. Minutes from the Workshop and Regular Meetings on October 20, 2022 Page 260
 - B. **Financial Statements** Page 276
 - C. **Invoices and Check Register**Page 307
- 8. Public Hearing for Adopting Amended and Restated Rules of Procedure and Amended Rates, Fees, and Charges**
 - A. Rules of Procedure and Amended Rates, Fees, and ChargesPage 318
 - B. Public Comments
 - C. Consideration of Resolution 2023-03Page 383
- 9. Other Business**
 - A. Consideration of Suspension of Amenity Facility Privileges
- 10. Supervisor Requests**
- 11. Audience Comments – Three- (3) Minute Time Limit**
- 12. Adjournment**

The next meeting is scheduled for Thursday, December 15, 2022

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4475 Arlington Ridge Blvd., Leesburg FL 34748
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OR dial 415-762-9988 or 646 568-7788, ID 3797970647

Section

Staff Reports

Subsection □C

District □anager

Subsection C i

Action Item List

Open Action Items

Arlington Ridge CDD Board of Supervisors

Item	Action Description	Owner	Start	Origin	Completion	Update / Resolution
1	Relocate Electric & Microphone hookups from the middle of the stage floor to a place that is safer. Trip Hazard	Inframark	Mar-22	Board Meeting		Sound System issues ongoing
2	A decision needs to be made by the Board on the disposition of a motorcycle and trailer currently located in the RV Lot. The motorcycle/trailer combo was registered correctly and allowed by GMS to be located in the RV Lot.	Board	Mar-22	Board Meeting		No Board action
3	Present a list of potential FY2023 Projects for the September Board meeting that have been selected by Supervisors for consideration	Inframark	Jun-22	Board Meeting		Completed/Staff getting pricing
4	Stormwater repairs on Pond P-12-2 on hole #3 and Pond P-CH on hole #1, in an amount not to exceed \$25,000	Pegasus Engineering	Jun-22	Board Meeting		Money for project to be taken from the Reserve Fund
5	Shingle Roof Quotes for FairFax/Lexington Spa	Inframark	Sep-22	Field		Done
6	"Staff" to look into a commercial use liability insurance policy	Inframark	Aug-22	Stephen Braun		Done
7	Review "Guard Shack" expenses, and issue findings to Supervisors	Inframark	Aug-22	Stephen Braun		In Progress
8	Placing a tile, WATCH YOUR STEP, at the Beach pool entrance	Aqua Group	Aug-22	Bob Hoover		Complete
9	New pool vendor equipment internet hookup/access	Inframark/Optic altel	Aug-22	Vendor		Complete
10	Fall Annuals	FloraLawn	Aug-22	Board		In progress
11	Tree removals - various part of community	FloraLawn	Aug-22	Field		In progress
12	Pump House Maintenance Proposals	Indigo	Aug-22	Board		Frank stated they have someone
13	Fair Fax Roof Leak	Inframark	Aug-22	Board		In progress
14	Golf Maintenance Facility Addendum	Inframark	Sep-22	Field		Requested from FloraLawn
15	Sales Center Committee Report	Committee	October			November Agenda
16	Pool Resurface Proposals		October			November Agenda
17	Rest./Bar Furniture Proposals		October			November Agenda
18	Billboard Removal		October			In progress
19	Flora Lawn Addendum for outside maintenance area		October			waiting on FloraLawn to review and sign
20	Security Proposals		October			in progress
21	Garden Club Agreement		October			has been sent to Nettie for signature
22	Del Air Contract for new AC unit		October			has been sent to Del- Air for signature
23	Jurin Roofing Contract		October			has been sent to Jurin for signature
24	Bocce Ball Nitty contract		October			complete/ waiting on schedule
25	Kickboxing		October			they have been notified
26						
27						
28						
29						

Field Project List

Arlington Ridge CDD Board of Supervisors

Item	Action Description	Owner	Start	Importance	Origin	Completed	Update / Resolution
1	Pressure wash maintenance trailers	R. Sardinas	Mar-22	Major	Board		Pending removal of trailers in October
2	Fix rubber baseboards in the aerobics room	R. Sardinas	Mar-22	Major	Field Inspection		Pending
3	Paint Fairfax Hall Kitchen Door	R. Sardinas	Mar-22	Major	B. Perez		Pending
4	Install pushbar in library, door leading to pool	R. Sardinas	Mar-22	Minor	Board		Need to order push bar
5	Replace or fix fan for resturant	R. Sardinas	May-22	Major	Indigo		Need to order fan
6	Spackle old holes in the card room and repaint	R. Sardinas	May-22	Minor	B. Perez		Pending
7	Reconnect pipe by Social Hall	R. Sardinas	Jun-22	Major	Field Inspection		Pending
8	paint or clean off marks on spa doors	R. Sardinas	Jun-22	Minor	Field Inspection		Completed
9	Pressure wash admin parking meter	R. Sardinas	Jul-22	Major	Field Inspection		Completed
10	Pressure wash light fixtures and light posts in the Greens	R. Sardinas	Jul-22	Major	Board		Pending
11	Pressure wash sidewalk around the Guard Shack	R. Sardinas	Jul-22	Major	Field Inspection		Completed
12	Pressure wash roundabout near golf pro shop	R. Sardinas	Jul-22	Major	Field Inspection		Completed
13	Pressure wash sidewalk of Cart Barn	R. Sardinas	Jul-22	Major	Field Inspection		On-going
14	Install new washer for leaky faucet at pool	R. Sardinas	Jul-22	Minor	Field Inspection		Pending
15	Install door retraction arm at entry to men's room from pool	R. Sardinas	Jul-22	Minor	Field Inspection		Awaiting part
16	Sackle old holes in Admin office and repaint	R. Sardinas	Jul-22	Minor	Admin		Pending
17	Pressure wash pool deck	R. Sardinas	Aug-22	Major	Field Inspection		Completed
18	Pressure wash sidewalk by Fairfax Hall	R. Sardinas	Aug-22	Major	Field Inspection		Completed
19	Repaint golf cart parking lines in the Greens	R. Sardinas	Aug-22	Major	B. Perez		Pending
20	Fix loose/rotting wooden fence rails in all common areas	R. Sardinas	Aug-22	Major	Field Inspection		Ordered wood
21	Paint stop bars around the communtiy	R. Sardinas	Aug-22	Major	B. Perez		Completed
22	Get office and pool storage organized	R. Sardinas	Aug-22	Major	B. Perez		On-going
23	Get CDD Trailer organized	R. Sardinas	Aug-22	Major	B. Perez		On-going
24	Install new ballast for scones in Fairfax	R. Sardinas	Aug-22	Minor	Field Inspection		Completed
25	Fix transition piece on wood floor in Fairfax	R. Sardinas	Aug-22	Minor	Field Inspection		Completed
26	Pressure wash sidewalks near spa entrance	R. Sardinas	Sep-22	Major	Field Inspection		Completed
27	Label all paints and move to CDD trailer	R. Sardinas	Sep-22	Minor	Board		Pending
28	Cap Sewer lines to CDD trailers	R. Sardinas	Oct-22	Major	Board		Completed
29	Disconnect water lines to CDD trailers	R. Sardinas	Oct-22	Major	Board		Pending
30	Striping proposals for roads	B.Perez	Oct-22	Capital Project	Board		Pending Proposals
31	Sidewalk Pressure washing proposal	B.Perez	Oct-22	Minor	Board		Pending Proposals

Administrative Requests

Arlington Ridge CDD Board of Supervisors

Item	Request Description	Owner	Start	Origin	Completion	Update / Resolution
1	Sales Center Discussion on agenda	Inframark	Aug-22	Jim P	YES	On agenda
2	Roof Leak	Inframark	Aug-22	Jim P	YES	On Agenda
3	Rules of Procedure	Inframark	Aug-22	Jim P		November Agenda
4	Capital Projects	Inframark	Aug-22	Bob H	YES	October Agenda
5	Kickboxing	Inframark	Aug-22	Club	YES	October Agenda
6	Indigo Contract	Inframark				November Agenda
7	Address Clubs, Groups, Committees	Inframark				November Agenda
8	Address communication to the community	Inframark				November Agenda
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□oliday Lighting Recommendation

Angel:

As a promise to Bill Middlemiss I have agreed to work on the Holiday Decorating Committee this year even though I firmly stated at the last Board meeting that I was not the right person for the job.

I have spent many hours with a committee of half a dozen women to try to make this decorating event happen prior to the Golf Cart Parade scheduled for December 1.

Here are the committee's recommendations:

- 1: We do not want to be in charge of the front entrance. That area is over and above our level of skill.
2. We would only like to be in charge of the Village Green, Fairfax Hall and The Grille (if Frank agrees)
3. We are requesting a budget of \$4000 to replace lights (many were cut and spliced by the vendors last year), purchase outdoor decorations of our choosing, a tree, etc, etc.
- 4: We request that Brett and/or Robert be available to help us with any high-hanging decorations as the committee will only deal with low level lighting.
5. We request that the Board assign an "Undecorating Committee". This group would take down all the decorations and put them away. The same committee would then be responsible for putting them back up next year. This is for the sake of continuity as it was extremely difficult for the current committee to figure out what goes where.

On behalf of the members of the Holiday Decorating Committee, thank you for your consideration.

Joann Lasko



TPG Lighting, LLC

P.O. Box 471126 | Lake Monroe, FL 32747
 407-917-7748 | TPGLighting@gmail.com | www.OrlandoChristmasLights.net

RECIPIENT:

Arlington Ridge

4463 Arlington Ridge Boulevard
 Leesburg, Florida 34748

Quote #142	
Sent on	_____
Total	\$3,227.60

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
3001 Mini Lights (Per Strand)	Wrapping the 4 taller shrubs by the monument sign in warm white mini lights. (Colors are customizable)	48	\$33.30	\$1,598.40
3001 Mini Lights (Per Strand)	Wrapping the 2 shorter bushes in front of the monument sign in green mini lights. (Colors are customizable)	24	\$33.30	\$799.20
3005 Ground Level C9 Lights (Per Linear Foot)	Lining the top of the monument sign, and the mulch bed with red and white C9 bulbs. (Colors are customizable)	125	\$6.64	\$830.00

Total **\$3,227.60**

*For all NEW customers, the 10% deposit only applies if the proposal is approved and non-refundable 50% deposit paid by June 30th.

By Approving this Quote, the Client Agrees to the Following Holiday Lighting Disclaimers:

- FOR NEW INSTALLATIONS, we require a 50% non-refundable deposit to be received before the job can be scheduled and decorations to be ordered. For new installations, since material prices increase closer to the holiday season, there is a 10% discount for all jobs with deposits received before June 30th. Since decorations can take months to be received, please ensure these deposits are received as soon as possible so that there are no delays in the anticipated installation date. The Balance of the remaining 50% will be due within 30 days of



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Notes Continued...

the installation date.

- FOR REPEAT INSTALLATIONS, the lowest price (10% off above) will be the price for the first re-installation year. After that, a 3% price increase per year will be added to account for increases in overhead costs. There is still a 50% deposit due before the job can be scheduled for installation. Each year, we have a limit on how many customers we can take on in the short season, so the earlier we receive the deposit, the better chance that we can confirm your installation. We recommend the deposit for re-installations being received before June 30th.

- FOR ADDITIONS OR CHANGES IN DESIGN FOR FOLLOWING YEARS, the same new installation pricing from above applies, then the following repeat installation pricing applies in years following.

- This is a leasing agreement in which the contractor owns all decorations which are leased to the client during the holiday season. As such, any decoration outages or misplacements occurring due to natural causes or from equipment malfunction during the installation or maintenance periods will be replaced at the cost of the contractor.

- We will be responsible for providing the decorations, the labor for installation, and take-down/storage of the lights until the following year.

- Lighting installations will begin the first week of October through the end of November for building and hardscape items such as walls, signs, buildings, etc.

- Lighting installations will begin in November for all decorations related to landscaping such as trees, bushes, hedges, etc.

- If during the landscape decoration installation period any dead limbs or fronds are present that disrupt the installation of the agreed-upon design plan, these limbs or fronds will be removed.

- All lighting will be turned on between November 22nd and 29th OR when the decorations are hung (at the discretion of the client).

- All lighting will be taken down for storage beginning January 2nd of the following year.

- We will locate all power outlets and advise if new outlets are needed to fit the design plan, but it is the responsibility of the client to ensure that all power outlets are installed and operational based on the design plan throughout the entirety of the season.

- We will affix permanent studs for hanging decorations when necessary.

- It is the responsibility of the client to inform us of any light outages or decorations coming out of place after installation so that we may address these concerns and correct the issue within 2 business days. If the problem is related to electricity issues of the client, there is a \$200 trip charge for diagnosis. If the outage is the fault of failed lighting that we have installed, the maintenance of the lighting is free of charge.

- Any lights or decorations that are damaged or removed by the Client's vendors, contractors, or residents are the responsibility of the Client and the material replacement and labor cost will be billed to the Client on the final invoice.

- The Last day of maintenance requests on installations will be the 23rd of December.

We sincerely appreciate your business and look forward to a relationship that lasts a lifetime. Welcome to the TPG family!

Signature: _____ Date: _____





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Arlington Ridge

4463 Arlington Ridge Boulevard
Leesburg, Florida 34748

Quote #143	
Sent on	_____
Total	\$6,216.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
5001 16" Twinkling Spritzers	16- 16" spritzers in the 2 magnolia trees in the center island at the entrance.	32	\$83.25	\$2,664.00
5002 24" Twinkling Spritzers	16- 24" spritzers in the 2 magnolia trees in the center island at the entrance.	32	\$111.00	\$3,552.00

Total	\$6,216.00
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We sincerely appreciate your business and look forward to a relationship that lasts a lifetime. Welcome to the TPG family!

Signature: _____ Date: _____



Subsection □C□iii□

Discussion of Billboard

*Provided under separate
cover.*

Subsection □ Civ □

Events, Clubs, Committees, Indigo

Subsection □C□iv□a

Room Reservation Re□uest



Room Reservation Request 2022 – 2023

Group/Activity Name:

Group/Activity Leader Contact Name:

Contact Phone Number:

Contact Email Address:

Secondary Contact:

Secondary Contact Phone Number:

Secondary Contact Email Address:

Location of Activity:

Start Date: End Date: Recurring: ES NO

Start Time: **End Time:**

Day(s) of week: Sunday Monday Tuesday Wednesday Thursday Friday Saturday

List month(s) your group/activity is not active:

If the above location, date, and/or time are not available, please complete a second choice

Location of Activity:

Start Date: End Date:

Start Time: End Time:

Day(s) of week: Sunday Monday Tuesday Wednesday Thursday Friday Saturday

Group/Activity Leader is responsible for turning off all lights, removing all trash, returning chairs and tables to original position.

Contact: Resident@arlingtonridgecdd.org or 352-728-2186

Path: Z:AR Room Reservation Request Form

Last Update: 10/1/2022

Subsection **Civ**

airfa **all Rental form,** **Non-Resident**



NON-RESIDENT AGREEMENT

Arlington Ridge Community Development District (ARCDD) and the undersigned Client's Responsible Party, hereby agree on the rental of Fairfax Hall as specified herein, subject to the terms and conditions herein.

ALL \$500 daily rental rate (non-refundable), \$400 (refundable) security deposit, \$150 (non-refundable) cleaning fee and subject to Security Attendant Fee \$30/hour if attendance exceeds 50 people, serving alcohol, and/or the event is held outside admin operating hours. If applicable, client agrees to pay Audio Visual Fee of \$30/hour (non-refundable)

CLIENT INFORMATION

CLIENT'S RESPONSIBLE PARTY: _____

CLIENT ADDRESS: _____

PHONE NO. _____ CELL NO. _____ EMAIL: _____

FUNCTION INFORMATION

NAME AND TYPE OF FUNCTION: _____

FUNCTION DATE: _____ START TIME: _____ END TIME: _____

The rental time is inclusive of set-up and clean-up time.

ESTIMATED NUMBER OF ATTENDEES: _____ To be confirmed seven (7) days prior to event.

The Client's Responsible Party acknowledge that they have read and understand the Additional Provisions located on the reverse side of this Agreement, and that it correctly states their intentions.

CLIENT'S RESPONSIBLE PARTY

ARLINGTON RIDGE CDD

Signature Date

Manager Date

NOTE: The Client's Responsible Party agrees to leave the rented facility in the same condition as prior to the event. The following must be done immediately upon its conclusion:

- i. Remove all garbage.
- ii. Take down decorations and displays.
- iii. Wipe all table surfaces.
- iv. Return all furniture to its original locations.
 1. Security Deposit is refundable and will be mailed within 10 business days of the event assuming no damage occurred during the event. Client's Responsible Party will be held fully liable for cost of any damage/cleaning in the event such cost exceeds the deposit of fee amounts.
 2. Rental and additional day fees are only refundable if the reservation is cancelled not less than 60 days prior to the scheduled event.
 3. Rental and additional fees will be withheld by the District if the event is canceled less than 60 days prior to the scheduled event.

OFFICE USE

DEPOSIT RESERVATION

RATE OF RENTAL FEE \$500 RECEIVED BY: _____ CSH/CHK NO.: _____
SECURITY DEPOSIT \$400 RECEIVED BY: _____ CSH/CHK NO.: _____
CLEANING FEE \$150 RECEIVED BY: _____ CSH/CHK NO.: _____

DEPOSIT PRIOR TO EVENT (if applicable)

SECURITY ATTENDANT FEE \$30/HOUR RECEIVED BY: _____ AMOUNT DUE: \$ _____
AUDIO VISUAL FEE AMOUNT DUE: \$ _____ CSH/CHK NO.: _____
AUDIO VISUAL FEE \$30/HOUR RECEIVED BY: _____

ADDITIONAL PROVISIONS

1 Reservations for rental of Arlington Ridge Community Development District ARCDD facilities, can be made at the Administrative Office, on a first come first serve basis subject to the current published rental rates. Reservations must be made by at least one person who will act as the Client/Responsible Party.

2 Rental for Fairfax Hall includes the use of the facility, tables, chairs and restrooms only. Use of other equipment will be based on availability and subject to additional fees.

3 In the event that catering services are desired for the function, the Chesapeake Bay Grille shall be offered the chance to provide such catering services, which it may accept or deny in its sole discretion. Catering services provided by a vendor other than the Chesapeake Bay Grille may only be utilized in the event that the restaurant has first been provided an opportunity to provide the services and has thereafter declined such opportunity. Catering service with the Chesapeake Bay Grille requires a separate agreement with the restaurant.

4 ARCDD facilities are available to be used between the hours of 9:30 am and 11:00 pm with the exception of New Years' Eve or if special arrangements have been approved by management. Function rooms are assigned according to the guaranteed minimum number of persons to be in attendance. Rental time frames are inclusive of set-up and break down times with the facility cleared of all attendees.

5 The function must be contained within the area reserved.

6 The volume of live or recorded music must not violate applicable Lake County and City of Leesburg noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.

7 The Client/Responsible Party must be present at the function during the entire period of the rental.

8 No admission fees whatsoever shall be collected by any person unless it is part of an approved ARCDD event or activity, or otherwise approved by ARCDD.

9 Client/Responsible Party shall be responsible for walls, furnishings, fixtures and equipment in the room in which the function takes place and agrees that after the function those items shall be in the same condition as prior to the function ordinary wear and tear accepted Tacks or nails may not be used for decorations. In the event that there is any damage and/or loss to the walls, furnishings, fixtures or equipment resulting from, or related to the function or its attendees, then the cost associated with the repair or replacement of the damaged items shall be the responsibility of and paid by the Client/Responsible Party.

10 Client/Responsible Party shall supervise and be responsible for the conduct and safety of all persons attending the function. ARCDD shall not be responsible for property, supplies or equipment brought by the Client or any person attending the function. Client and persons attending the function use ARCDD facilities at their own risk. ARCDD reserves the right to retain a security guard or guards for the function at Client's/Responsible Party's expense if ARCDD, in its sole and unrestricted discretion, deems it desirable.

11 ARCDD shall be excused from furnishing the services and items specified above when such failure is a result of, related to, or on account of government regulations, labor disputes, utility or material shortages or other circumstances beyond ARCDD's control. In the event ARCDD cannot furnish the services, accommodations, or items referenced above for any of the above reasons, it may, at its own discretion, refund all deposits, if any, to client in full satisfaction of its obligations hereunder, or in its discretion, may substitute other available services, accommodations, or items.

12 When alcohol is planned to be served/consumed or sold at a function, the Client/Responsible Party may be required to procure Special Events insurance coverage, in ARCDD's sole discretion, depending on the nature of the event, the number of attendees anticipated to attend the function.

13 Client/Responsible Party is required to pay a \$500 non-refundable rate of rental, \$400 refundable security deposit and a \$150 non-refundable cleaning fee for use of the facility at the time of reservation. In Addition, the Client/Responsible Party is required to pay a security attendant fee for an event that exceeds 50 people, if alcohol is being served, and/or if the event is being held outside of administrative operating hours. This fee is charged at \$30 per hour non-refundable from the time the first guest arrives until the last vendor leaves. An Audio-Visual fee is charged at \$30

per hour [non-refundable] for an event where the equipment is reserved for use. Security attendant fee and Audio-Visual fees are due no later than 30 days prior to the scheduled event date.

Subsection **Civc**

airfa **all Rental** **orm,** **Resident**



AIR/A ALL SE AGREE ENT RESIDENT

Arlington Ridge Community Development District ARCDD and the undersigned Resident/Responsible Party hereby agree on the use of the facility as specified below at no cost, subject to the terms and conditions herein.

RESIDENT RESPONSIBLE PARTY INFORMATION

NAME: _____

ADDRESS: _____

PHONE NO. _____ EMAIL: _____

FUNCTION INFORMATION

TYPE OF FUNCTION: _____

FUNCTION DATE: _____ START TIME: _____ END TIME: _____

The scheduled time is inclusive of set-up and clean-up time.

THIS IS A REOCCURRING FUNCTION: _____ FROM: _____ TO: _____

ESTIMATED NUMBER OF ATTENDEES: _____ CATERING SERVICES TO BE USED /N

ALCOHOL PLANNED TO BE SERVED/CONSUMED /N ALCOHOL PLANNED TO BE SOLD /N

REQUEST TO USE AUDIO VISUAL EQUIPMENT /N This use will incur a \$30/hour fee for use

The Resident/Responsible Party acknowledge that they have read and understand the Facilities Use Policy and the Additional Provisions located on the reverse side of this Agreement, and that it correctly states their intentions.

RESIDENT RESPONSIBLE PARTY

ARLINGTON RIDGE CDD

Signature

Date

Manager

Date

NOTE: The Resident/Responsible Party agrees to leave the facilities used in the same condition as prior to event. The following must be done immediately upon its conclusion:

- i. Remove all garbage.
- ii. Take down all party displays.
- iii. Wipe down table surfaces.
- iv. Return all furniture to original locations.

OFFICE USE

_____ I have read and agree to the terms outlined for Fairfax Hall as indicated in the Facilities Use Policy.

By initialing above client/responsible party agrees to \$150 refundable cleaning fee and subject to Security Attendant Fee \$30/hour if attendance exceeds 50 people, serving alcohol, and/or the event is held outside admin operating hours. If applicable, resident agrees to pay Audio Visual Fee of \$30/hour non-refundable

DATE AT TIME OF RESERVATION

CLEANING FEE \$150 RECEIVED BY: _____ CSH/CHK NO.: _____

DATE 30 DAYS PRIOR TO EVENT, if applicable

SECURITY ATTENDANT FEE \$30/HOUR RECEIVED BY: _____ AMOUNT DUE: \$ _____

AUDIO VISUAL FEE \$30/HOUR RECEIVED BY: _____ AMOUNT DUE: \$ _____

TOTAL AMT DUE: \$ _____

CSH/CHK NO.: _____

ADDITIONAL PROVISIONS

1 Reservations for rental of Fairfax Hall, can be made at the Administrative Office, are on a first come first serve basis for resident functions. Reservations must be made by at least one person who will act as the Responsible Party.

2 Rental for all facilities includes the use of the Facility, Tables, Chairs and Restrooms only. Use of other equipment will be based on availability and subject to additional fees.

3 In the event that catering services are desired for the Function, the Chesapeake Bay Grille shall be offered the chance to provide such catering services, which it may accept or deny in its sole discretion. Catering services provided by a vendor other than the Chesapeake Bay Grille may only be utilized in the event that the restaurant has first been provided an opportunity to provide the services and has thereafter declined such opportunity. Catering service with the Chesapeake Bay Grille requires a separate agreement with the restaurant.

4 CDD Facilities are available to be used between the hours of 9:30 am and 11:00 pm with the exception of New Years' Eve or if special arrangements have been approved by management. Function rooms are assigned according to the guaranteed minimum number of persons to be in attendance. Rental time frames are inclusive of set-up and break down times with the facility cleared of all attendees.

5 The Function must be contained within the area reserved.

6 The volume of live or recorded music must not violate applicable Lake County and City of Leesburg noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.

7 The Client/Responsible Party must be present at the function during the entire period of the rental.

8 No admission fees whatsoever shall be collected by any person unless it is part of an approved CDD event or activity, or otherwise approved by the CDD.

9 Client/Responsible Party shall be responsible for walls, furnishings, fixtures and equipment in the room in which the Function takes place and agrees that after the Function those items shall be in the same condition as prior to the Function ordinary wear and tear accepted Tacks or nails may not be used for decorations. In the event that there is any damage and/or loss to the walls, furnishings, fixtures or equipment resulting from, or related to the Function or its attendees, then the cost associated with the repair or replacement of the damaged items shall be the responsibility of and paid by the Client/Responsible Party.

10 Client/Responsible Party shall supervise and be responsible for the conduct and safety of all persons attending the Function. The CDD shall not be responsible for property, supplies or equipment brought by the Client or any person attending the Function. Client and persons attending the Function use CDD facilities at their own risk. The CDD reserves the right to retain a security guard or guards for the Function at Client's/Responsible Party's expense if the CDD, in its sole and unrestricted discretion, deems it desirable.

11 The CDD shall be excused from furnishing the services and items specified above when such failure is a result of, related to, or on account of government regulations, labor disputes, utility or material shortages or other circumstances beyond the CDD's control. In the event the CDD cannot furnish the services, accommodations, or items referenced above for any of the above reasons, it may, at its own discretion, refund all deposits, if any, to client in full satisfaction of its obligations hereunder, or in its discretion, may substitute other available services, accommodations, or items.

12 When alcohol is planned to be served/consumed or sold at a Function, the Client/Responsible Party may be required to procure Special Events insurance coverage, in the CDD's sole discretion, depending on the nature of the event, the number of attendees anticipated to attend the Function, and the number of non-residents planned to attend the Function.

13 For events at Fairfax Hall that require set up/clean up the Client/Responsible a \$150 non-refundable cleaning fee for use of the facility at the time of reservation. In Addition, the Client/Responsible Party is required to pay a Security Attendant Fee for an event that exceeds 50 people, if alcohol is being served, and/or if the event is being held outside of administrative operating hours. This fee is charged at \$30 per hour non-refundable from the time the first guest arrives until the last vendor leaves. An audio-visual fee is charged at \$30 per hour non-refundable for an event where the

equipment is reserved for use. Security attendant fee and audio-visual fees are due no later than 30 days prior to the scheduled event date.

Subsection Civil d

Proposed Changes to Amenity Policy

Proposed Changes to Amenity Reservation Policy

Proposed changes:

Discontinue the prior “Club Application” and the need for the CDD Board to approve all resident groups that wish to meet for activities in the Amenity buildings. This is a cumbersome multi-page form that was completed and presented to the CDD Board at meetings for approval.

To simplify the process and have greater control over the scheduling and avoid double booking, residents that wish to use Amenity rooms or Fairfax Hall for group activities should complete the appropriate reservation request form. For ongoing activities, a new form will be submitted each year in October for the new fiscal year. (Rooms will not be guaranteed from year to year.) One-time requests can be submitted throughout the year.

All room reservation request forms shall be completed and submitted to the Resident Services Coordinator in the CDD Administration office for approval prior to the event date(s). No exceptions.

Three forms are available for reservations:

1. AR Room Reservation Request. This form is required for all Amenity room reservation requests.
2. Fairfax Hall Rental Form – Resident. This form is required for all Fairfax Hall reservation requests for resident use.
3. Fairfax Hall Rental Form – Non-Resident. This form is required for all Fairfax Hall reservation requests for non-resident use. Applicable fees will be charged.

Redline changes to the District’s Amenity Use Policy include the use of “group” instead of “club” throughout. Changes to several policies that refer to reservation/rentals, clubs, changing “Activities/Office” to “Resident Services Coordinator” and the Recreational Facility Rental section.

Addition of a 10-cent fee per page for copies requested from the CDD office. (These requests are occurring almost weekly in support of the various clubs that are active in the community.)

The Ridge Line Advertising Fee Schedule is no longer applicable and was removed.

Subsection Civic

Recreational Facilities Use Policies



Arlington Ridge
Community Development District
Recreational Facilities Use Policy

Last Amended February 18, 2021-Proposed
 Amendments October 2022

1.0 USE OF RECREATIONAL FACILITIES

This Document outlines uniform policies for use of facilities owned by the Arlington Ridge Community Development District (“ARCDD” or “District”), including but not limited to the Arlington Ridge Golf Club, Charleston Social Center, Chesapeake Bay Grille, Fairfax Hall, Lexington Spa/Fitness Center, Library, O’Hara’s Billiards, The Commons, Riverbend swimming pools and hot tub, Cabana, St. Charles Movie Theater, Village Tavern, RV Lot (hereinafter defined), Administrative Offices, surrounding common areas and related parking areas (collectively, the “Recreational Facilities”).

Upon receiving a copy of these policies, recipients are asked to read the policies in full. By using the Recreational Facilities, all persons are deemed to have read, fully understood, and agreed to the policies and rules set forth herein. Information contained in these policies is current as of the date of this publication. District staff will disseminate notification of changes to these policies by posting changes at the Administration Office and may also disseminate via a community newsletter and/or website.

Persons Listed in sections (a)-(d), shall hereinafter be referred to as “Authorized Users” and shall be entitled to recreational facility access cards as specified in section 1.1. Authorized Users shall be limited to four (4) cards per assessable unit with appropriate proof of residency being provided.

- a. Owner: Fee simple owner(s) of land within the boundaries of the District.
- b. Lessee: A person or persons renting property within the District under a written lease from an Owner. To qualify as a Lessee under these policies, the following must be done:
 - i. The Lessee must demonstrate proof of the executed lease and provide a form of identification to the Administration Office.
 - ii. The Owner is required to sign an Assignment of Amenity Rights Release Form transferring their rights to use the Recreational Facilities to the Lessee (but an Owner is not required to assign his/her rights).
 - iii. The Lessee’s Authorized User status shall expire at the end of the lease term and can be renewed upon re-verification of tenancy to the Administration Office by showing the Administration Office a copy of the executed lease.

- iv. Once a Lessee is qualified as an Authorized User, for the term of the lease, the Owner retains no rights to use the Recreational Facilities without payment of the Non-Resident Paid User fee as provided for non-residents.
- c. Non-Resident Paid User: Non-residents who paid an annual usage fee established from time to time by the Board of Supervisors. By paying the annual usage fee, a non-resident shall enjoy the full use of the Recreational Facilities on the same basis, under the same rules and requirements, and at the same fees and charges as Owners and Lessees.
- d. Family: Other eligible persons (“Family”) as identified below, shall additionally become Authorized Users provided they have the same permanent address as evidenced by a driver’s license or similar proof of residency:
 - i. Spouse
 - ii. Children, including step children
 - iii. Parents;
 - iv. Any other adult, whether related or unrelated
- e. Guest: The invitee(s), under the terms and conditions herein, of an Authorized User.

1.1 GENERAL-APPLICABLE TO ALL RECREATIONAL FACILITIES

- a. Identification Cards for Authorized Users: Each Authorized User will be issued one Recreational Facilities Access Card (“Access Card”) that must be utilized in order to gain access to the Recreational Facilities and the card shall remain with the Authorized User at all times while utilizing the Recreational Facilities. The fee for initial Access Card issuance and for replacing lost or damaged cards will be as set forth in the Fee Schedule (**Exhibit A**) and as approved and updated by the Board of Supervisors from time to time. The Access Card will be issued at the Administration Office by appointment. Eligible persons must meet the qualifications established herein.
- b. Bar Codes: Bar codes are issued to Authorized Users whose licensed motor vehicle is registered in their name only. No bar codes are issued to golf carts.
- c. Guest Policies and Passes: All guests 18 years of age or older will be issued a temporary guest Recreational Facilities Access Card (“Guest Access Card”) at the Administration Office. The Guest Access Card must be obtained by the Authorized User. The number of guests, per Authorized User, shall be limited to four (4) at any given time. Guests must utilize the Guest Access Card in order to gain access to the Recreational Facilities and the card shall remain with the Guests at all times while utilizing the Recreational Facilities. Guests under 18 years of age must be accompanied by a person at least 18 years of age or older to all Recreational Facilities. Guest Access Cards will be valid for the period of time they are issued and in no

event more than 15 days per calendar year for any individual. Management monitors the validation period for use of Guest Access Cards. Guest Access Cards are non-transferrable and may not be sold. Guest Access Cards issued for the Declarant's "Guest House" are exempt from this section.

- d. Smoking: No smoking is allowed in District buildings. Smoking is permitted in outdoors designated areas only and in compliance with Florida law.
- e. Animals: Except for service animals and animals used to assist those with a bona-fide handicap, animals of any kind are prohibited within the Village Green Buildings and District Recreational Facilities. Animals shall be on a leash at all times while on District properties.
- f. Alcoholic Beverages: Any consumption of Alcoholic Beverages at the District's Recreational Facilities shall be in accordance with Florida law and this policy. Specifically, Alcoholic Beverages are only permitted in the District's Recreational Facilities in the following circumstances:
 1. Alcoholic Beverages are sold or dispensed by the District's employees, a company managing the District's golf and food and beverage facilities (the "Management Company"), or their authorized contractors, in accordance with Florida law and DBPR regulations; or
 2. Alcoholic Beverages are sold or dispensed by individuals or entities that have rented all or a portion of the District's Recreational Facilities in accordance with the terms set forth herein. Such individuals or entities must, prior to the event, provide the District with evidence of both the requisite amount of liquor liability and other insurance coverages deemed to be necessary by the District, and the proper licensure required by Florida law; or
 3. Alcoholic Beverages may be brought to the District's Recreational Facilities by individuals for personal consumption on a "BYOB" basis, regardless of whether the Alcoholic Beverages are consumed at a private event or at a private informal gathering of such individuals. However, unless #1 or #2 above applies, Alcoholic Beverages may not be offered for sale nor may there be a door or other admission charge to an event where alcoholic beverages are going to be consumed. Charging a door or other admission charge for an event that includes Alcoholic Beverages, even if said Alcoholic Beverages are offered for free as part of the event, is prohibited. Notwithstanding the foregoing, in no event may Alcoholic Beverages be brought by individuals for personal consumption to:
 - i. Arlington Ridge Golf Club, unless the District and the Management Company otherwise allows for personal consumption in such facilities; or

- ii. Chatham's, Chesapeake Bay Grille, the Village Tavern unless the District and the Management Company otherwise allows for personal consumption in such facilities; or
 - iii. Fairfax Hall and the pool (during ARCDD events for which the district is providing alcoholic beverages), unless the District and the Management Company otherwise allows for personal consumption in such facilities; or
 - iv. O'Hara's Billiards during the hours of operation of the restaurant facilities.
- g. Attire: Proper attire and footwear is required in all Recreational Facilities and Buildings. No wet swimsuits are allowed in any Recreational Facilities or Village Green Buildings with the exception of the Pool, Hot Tub Areas, and the Lexington Spa Building Ladies and Men's poolside restrooms, locker rooms and saunas.
- h. Business for Profit: Conducting any commercial business or profit-making venture in any recreational facilities is prohibited unless approved, in writing, by the District Board or its designee.
- i. Responsibility for Loss or Damage to Person or Property; Indemnification; Limitation of Liability: **ALL PERSONS USE AND ENJOY THE RECREATIONAL FACILITIES AT THEIR OWN RISK.** No person shall remove from the room in which it is placed or from any of the Recreational Facilities or Buildings any property or furniture belonging to the District or its contractors without proper authorization. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage. Each Authorized User and each Guest as a condition of invitation to the Recreational Facilities or Buildings assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored at the Recreational Facilities or Buildings, whether in lockers or elsewhere.

Each Authorized User, by virtue of his or her use of the Recreational Facilities and Building, agrees to defend, indemnify and hold harmless the Arlington Ridge Community Development District and its respective officers, agents, staff, supervisors, members and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for any injuries, death, theft and real or personal property damage of any nature arising out of, or in connection with, the use of the Recreational Facilities or Buildings by such Authorized User(s), his or her Guest(s) and his or her family member(s). Should any person bound by these District policies bring suit against the District or its respective officers, agents, staff, supervisors, members or employees in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any

facility, including the Recreational Facilities or Buildings, owned, or event operated, organized, arranged or sponsored, by the District, and fail to obtain judgement therein against the District or its respective officers, agents, staff supervisors, members and employees, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including, but not limited to, court costs and attorney's fees through all appellate proceedings).

Nothing contained in these policies shall constitute or be construed as a waiver of the Arlington Ridge Community Development Districts' limitations on liability contained in Section 768.28, F.S., or other law.

- j. Enforcement: The Board of Supervisors and District staff shall have full authority to enforce these policies.
- k. Emergencies: For all emergencies call 911. Defibrillators are located throughout the Recreational Facilities. For all non-life-threatening emergencies, injuries, broken equipment, etc., please call the Administration Office at 352-728-2186 or Security at 352-326-0135.
- l. Reservations/Rentals: Authorized Users and other persons may reserve various portions of the Recreational Facilities or Buildings on a one-time basis. Recurring Reservations are limited to Authorized **Clubs groups** once per week for recurring events (or more frequently with management approval). Further Authorized **Clubs groups** may only reserve a recreational facility up to 12 months in advance. ~~and may only renew reservations for additional recurring events during the last 15 days of the current 12 month reservation period.~~ Requests for reservations shall be resubmitted annually as requested by the Administration Office. All reservations/rentals must be coordinated through, and approved by, the Activities Office.
- ~~m. Authorized Club: An association of people with a common self-organized/funded interest that have applied for and received this designation from the District Board of Supervisors. The designation allows for the long term/recurring reservations of an ARCDD facility for their usage as provided for under section "i" above. Residents may organize groups and activities and request use of the facilities through the Administration Office.~~
- n. Authorized Activities: An activity person or individual takes part in which is supported by the ARCDD, either financially or through the provision of facilities/equipment/supplies.
- o. Authorized Events: An occurrence of particular significance, interest or excitement that can be at least partially funded/organized by the District and which may require a participation fee.

- p. Golf carts: Golf carts are prohibited on sidewalks in the District. All operators of golf carts must be 14 years or older in accordance with Florida law. Children operating golf carts while sitting on the lap of an adult is not permitted.
- q. Drones: All forms of unmanned aerial vehicles are not permitted in, on or over the Amenity Facilities or District property at any time without the written authorization of the District, except as permitted by law or regulation of an applicable government entity.
- r. Lake/Retention Ponds and Wetlands:
1. Patrons may not swim in or use watercraft in any lake/retention pond within the District.
 2. Patrons may not perform any clean-up or maintenance activity relative to the vegetation within or adjacent to or any other parts of the lake/retention ponds and/or wetlands within the District (including but not limited to cutting, removing, spraying with chemicals, etc.) regardless of condition of such lake/retention ponds and/or wetlands. Any Resident who makes improvements and/or damages or destructs District-owned property shall be liable to repay the District's fees and costs incurred in the removal, repair, or remediation of such property in order to bring the property to its original condition.
 3. Patrons may fish in ONLY irrigation ponds P41/P41A and P41B at the front of the District (adjacent to US HWY 27) and only on a catch and release basis. The District makes no representations as to safety of the ponds. Patrons fish at their own risk and assume any risk and liability associated with such use, including but not limited to risk of dangerous wildlife (alligators, snakes, etc.) and drowning.
- s. Age Restrictions: Any person under the age of 18 must be accompanied by a person 18 years of age or older in all Recreational Facilities.
- t. Damages: Each Authorized User shall be liable for any property damage at the Recreational Facilities or Buildings, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by him or her, his or her Guest(s) or family member(s).
- u. Overnight Parking: The District owns the roadways within the community. There shall be no overnight parking of vehicles on the roadways. There shall be no overnight parking in District parking lots without first obtaining a permit, as set forth in the District's Rule Relating to Overnight Parking and Parking Enforcement, or the vehicle may be subject to towing. See management for details should you desire to park your vehicle overnight on District property.

1.2 USE OF SWIMMING POOLS, CABANA, OUTDOOR HOT TUB AND POOL FACILITIES

- a. Swimming pools and hot tub are open from dawn to dusk. The pool may be closed periodically for maintenance.
- b. Lifeguards are not provided. Swim at your own risk. No night swimming.
- c. Shower before entering pools and hot tub. Shower each time sunscreen, lotions, etc., are applied before entering pool.
- d. Persons with open sores, rashes or communicable diseases are prohibited from using the pools or hot tub.
- e. All persons using the pools must be fully toilet trained. Persons wearing products for incontinence, diapers or swim pants are prohibited from using the pools or hot tub.
- f. A guardian or parent must be within arm's length of all persons that are non-swimmers at all times when in the water regardless of the type of flotation devices used.
- g. Bicycles, tricycles, wagons, scooters or other vehicles are prohibited on the pool deck. A mobility device for a disabled person may be used in these areas.
- h. Diving, jumping-in, cannon balls, running, or horseplay is prohibited in pools or on pool deck.
- i. Inflatable rafts, chairs, lounges and other floating devices are prohibited in the Lap pool except for (1) noodle per person or personal flotation devices used for personal safety of a type approved by management for pool use.
- j. No food or drink allowed in hot tub area or within five feet of pools edge. Plastic water bottles are allowed on the pool deck only. No outside grills are permitted. All trash must be deposited in the provided trash receptacles.
- k. Glass containers of any kind are prohibited in the pools, hot tub or entire pool area.
- l. Sound producing equipment is prohibited with the exception of District approved activities. Personal sound equipment may be used with headphones only.
- m. Hot tub use must not exceed 15 minutes.
- n. Pregnant women and those on medication should consult a doctor before using the hot tub.*
- o. Maximum hot tub temperature is 104 degrees F.
- p. Temperature of the beach and lap pool are maintained at 84 degrees during the winter months, as determined by management, and which may be affected by weather conditions.
- q. Use of lounges, chairs, and tables is on a first come, first served basis. No reservations.
- r. Pool depths are measured in feet.
- s. Maximum load capacity is 79 persons for the lap pool
- t. Maximum load capacity is 79 persons for the beach entry pool.
- u. Maximum load capacity is 9 persons for hot tub.
- v. The swimming pools and hot tub must be cleared at first indication of thunder or lightning.
- w. Authorized Users must have their Access Cards and Guests must have their Guest Access Cards with them at all times.
- x. The handicap accessible lift shall be operated in accordance with the directions provided thereon. In no event shall the lift be used for anything other than its intended use. For questions on proper use, please see staff and/or call 352-728-2186.

*Chapter 64E-9 Florida Administrative Code Public Swimming Pools and Bathing Places.

1.3 USE OF LEXINGTON SPA

- a. Lexington Spa is open daily from 4:30 a.m. to 12:00 a.m.
- b. The fitness center is not supervised. Patrons exercise at their own risk. Each individual is responsible for his/her own safety.
- c. All Authorized Users and Guests may utilize scheduled exercise classes; however in the event a class reaches its capacity, preference shall be given to Authorized Users prior to Guests.
- d. All users of the fitness center are expected to conduct themselves in a responsible, courteous and safe manner in compliance with fitness center policies.
- e. Appropriate clothing is required at all times in the fitness center. Appropriate clothing means t-shirts, shorts, and/or sweat suits. No denim is permitted.
- f. All users are required to wear athletic footwear, which covers the entire foot, in the fitness center.
- g. No food is permitted in the fitness center. Beverages are permitted in the fitness center, but all drinks must be covered and sealed.
- h. Fitness equipment may not be altered, moved or adjusted in a manner not intended or approved by management or the equipment manufacturer.
- i. Equipment must be cleaned/sanitized after each use.
- j. Equipment use is limited to 30 minutes if others are waiting.
- k. Lights are to remain on at all times when in the Fitness Center is in use.
- l. Permission from a medical doctor should be obtained prior to participating in fitness programs or using the fitness equipment.
- m. Acceptable attire for the Sauna/Steam Room includes towel, swim attire and/or proper gym attire.
- n. Lockers are for daily use only; overnight storage is prohibited for all persons. Staff reserves the right to remove locks from lockers and donate or trash belongings left in lockers in violation of this policy. Authorized clubs, upon assignment by the Administration Office, can be assigned a locker for overnight storage.

1.4 USE OF ST. CHARLES THEATER (Charleston Center Social Club)

- a. The St. Charles Theater is open daily from 7:00 a.m. to 11:00 p.m.
- b. No one may operate the theater equipment, including the popcorn machine, except a property trained member of the Authorized Movie Club unless authorized by Management.

1.5 USE OF ARTS AND CRAFTS ROOM (Charleston Center Social Club)

- a. The Arts and Crafts Room is open daily from 7:00am to 11:00 p.m.

- b. Authorized Users and Guests may utilize the Arts and Crafts Room during its hours of operation; however, seating priority during scheduled activities is given to Authorized Users prior to Guests.
- c. Authorized Users may reserve the room in accordance with section 1.1(I).
- d. Only District approved instructor(s) may operate the kiln. The kiln is not for individual use.
 - i. The instructor(s) must sign a waiver indicating they have read, understand, and will abide by all applicable rules and safety guidelines in effect as provided by the District's insurance provider. (**Exhibit C**).
 - ii. All instructors and students must comply with the aforementioned guidelines.
- e. Those using the Arts and Crafts Room shall be responsible for any damages that may result from its use and for clean-up back to its pre-use condition.

1.6 USE OF LIBRARY (Charleston Center Social Club)

- a. The Library is open daily from 7:00am to 11:00 p.m.
- b. Guidelines for the donation of books are posted in the Library.
- c. **Authorized Users may reserve the room in accordance with section 1.1(I).**

1.7 BINGO AND CARD GAME RULES

- a. Bingo games may only be played in the Recreational Facility that has been leased for a period of not less than one year by an organization that qualifies under sections (i) through (iv) below and may only be conducted pursuant to Florida Law. This includes the following rules:
 - i. The organization conducting the bingo game(s) must be a charitable, nonprofit or veterans' organization engaged in charitable, civic, community, benevolent, religious or scholastic works, or other similar endeavors.
 - ii. The organization must have been in existence and active for a period of 3 years or more.
 - iii. The organization itself must be directly involved and not just sponsoring the games.
 - iv. The organization itself must be located within Lake County or within a 15-mile radius of the Recreational Facility at which the games are played.
 - v. The lease or rental agreement cannot provide for the payment of a percentage of the proceeds generated to the District or any other party and the rental rate charged cannot exceed the rental rates charged for similar facilities in the same locale.
 - vi. The individual persons that conduct the bingo games must be a resident of the community where the organization is located (in and around Lake County) and a bona fide member of the organization sponsoring such game and may not be compensated in any way for operation of such game.
 - vii. The organization conducting the games must designate up to three members of that organization to be in charge of the games, one of whom must be present during the entire session of game play.

- viii. The entire proceeds derived from the games, less business/operational expenses for articles designed for and essential to the operation, conduct and playing of bingo, must be donated by such organizations to any of the endeavors before mentioned.
- ix. The actual conduct of the bingo games must additionally comply with the requirements set forth in section 849.0931, Florida Statutes.
- x. Bingo cannot be played more than twice a week at any one of the District's facilities.

b. Card games may be played at the Recreational Facilities in accordance with Florida Law. When gambling is involved (penny ante) the following rules apply:

- i. The card game must be a game or series of games of poker, pinochle, bunco, bridge, rummy, canasta, hearts, dominoes, or mah-jongg. All other form of cards games that include gambling is strictly prohibited unless allowed for under Florida law.
- ii. The winnings of any player in a single round, hand or game cannot exceed \$10.00 in value.
- iii. Commission/consideration cannot be paid to any individual for assistance in hosting the games.
- iv. No admission or fee of any kind may be charged for participating in the card games above and beyond the fees required to obtain Authorized User status.
- v. All participants must be 18 years of age or older.
- vi. Advertisements regarding card games, in any form, are prohibited.
- vii. Debits created or owed from playing cards are unenforceable.

1.8 USE OF O'HARA'S BILLIARD ROOM

- a. O'Hara's Billiard Room is open daily from 7:00am to 11:00 p.m.
- b. No gambling is allowed.
- c. No one under the age of 18 is permitted in the Billiards Room.
- d. Sitting on the tables is prohibited. All shots must be performed with at least one foot on the floor at all times. No jump shots are allowed.
- e. Play is limited to 3 games when Authorized Users are waiting to use the tables. Players should sign in for proper rotation of play.
- f. Return balls, cue sticks, and chalk to their proper place at the conclusion of play and brush the tables.
- g. Use is first come, first served, unless an ARCDD sponsored event is scheduled and as limited by section (e) above.

1.9 USE OF THE BOCCE, TENNIS COURTS; PICKLE BALL COURTS (The Commons)

- a. The Commons recreational area is open daily from 7:00am to 10:00pm.
- b. Limited equipment for play may be checked out at the Administration Office.

- c. Use is first come first served unless reservations for groups, leagues, tournaments and clinics, as approved by the District through the Administration Office, are posted.
- d. An Authorized User may make a court reservation by contacting the **Activities Administration** Office. Reservations are allowed for one court, up to 72 hours in advance during regular business hours.
- e. The length of time for a tennis court reservation is 1-1/2 hours for singles or 2 hours for doubles. All other court reservations shall be in two-hour blocks.
- f. For all sports courts, if the Authorized User arrives more than 15 minutes late for a reservation, that court will be forfeited if others are waiting.
- g. Appropriate attire and tennis shoes are required of all players on all courts.
- h. Authorized Users must be at least 18 years of age to play on all courts.
- i. Common courtesy and sports etiquette required for all games.
- j. Bocce balls shall not be tossed or thrown outside of the court.

1.10 USE OF FAIRFAX HALL

- a. Events must be reserved through the Administration Office by District staff. Conditions of use will be determined at time of contract and approved by management. Fees shall be as more specifically outlined in the District's Fee Schedule and modified from time to time by the District's Board of Supervisors.
- b. Authorized Users shall coordinate with the **Activities Administration** Office in advance regarding the anticipated date for the party/event to determine availability.
- c. The event sponsors shall be responsible for any damages that may result from use of Fairfax Hall.
- d. Parking under the portico is prohibited, as is parking in a way that obstructs emergency vehicle access and flow to and from Fairfax Hall. Parking shall be in parking lot designated spots only.

1.11 USE OF RECREATIONAL VEHICLE LOT FACILITY

- a. The use of the Recreational Vehicle Lot Facility ("RV Lot") shall be limited solely to recreational vehicles as defined below and no others (cumulatively, "RV(s)"): i. Recreational vehicle (motor homes, private motor coaches, or similar in management's discretion) and/or travel trailers (including fifth-wheel trailers and camping trailers) ii. Boats on trailers (no trailers without boats except for short term periods while boats are out for use).
- b. Authorized Users shall enter into an agreement with the District governing the specific terms of the lease of the applicable RV Lot space (hereinafter, the "Use Agreement"), and shall pay a rental fee in accordance with the Use Agreement at the rates set forth in **Exhibit A**.

1.12 USE OF ARLINGTON RIDGE GOLF CLUB

a. General Golf Policies

- i. The facilities at Arlington Ridge Golf Club (the “Club”), shall be open on the days and during the hours established from time to time by the Club considering the season of the year and other circumstances. The Golf Course Manager is authorized to determine when the golf course is fit for play. His or her decision shall be final.
- ii. Children under fourteen (14) years of age are permitted to utilize the Club only if accompanied or supervised by an adult, unless they are attending a specific junior event at the Club.
- iii. Each patron assumes sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any private property used or stored at the Club.
- iv. The rules of golf of the United State Golf Association (U.S.G.A.) together with the Rules of Etiquette as adopted by the U.S.G.A. shall be the rules of the Club, except when in conflict with local rules.
- v. All players must register in the Golf Shop before beginning play. Failure to check in and register ten (10) minutes prior to a reserved starting time may cause cancellation or set back. Players late for their starting time lose their right to the starting time and shall begin play only at the discretion of the Golf Shop.
- vi. Players shall notify the Golf Shop of any cancellations as soon as possible. Players who fail to cancel their tee time twenty-four (24) hours prior to their scheduled tee time may be charged a no-show fee established by the Club.
- vii. All play shall begin at the #1 tee unless otherwise directed by the Golf Shop.
- viii. “Cutting-in” is not permitted at any time. All players must check in with the starter. Under no circumstances are players permitted to start play from residences.
- ix. Practice is not allowed on the golf course. The practice facilities must be used for all practice.
- x. All players who stop after playing nine holes for any reason must occupy the next tee before the following players arrive at the tee or they will lose their position on the golf course and must get permission from the Golf Shop to resume play.
- xi. All tournament play must be approved in advance by the Golf Course Manager.
- xii. Searching for golf balls by non-golfers is not permitted on the course at any time. Wading in lakes, marshes and ditches is not permitted by both golfers and non-golfers.
- xiii. Golf rangers may be on duty to help regulate play and enforce golf cart regulations. The golf rangers have full authority on the golf course to enforce all rules and speed of play. Your cooperation is appreciated.
- xiv. Each player must have his or her own set of golf clubs. Rental clubs are available in the Golf Shop.
- xv. Appropriate golf attire is required at all times on the golf course and practice areas.

Acceptable

Gentlemen: Shirts with collars and sleeves, slacks, Bermuda-style shorts are considered appropriate attire.

Ladies: Dresses, skirts, slacks, golf shorts and blouses. Fashion golf tee-shirts are considered appropriate attire.

Shoes: Soft-soled shoes are required and golf shoes are preferred. Golf shoes are required to have soft-spikes.

Not Acceptable

Tank tops, tee shirts, fishnet tops, cut-off, jams, sweatpants, blue jeans, bathing suits, athletic short and short shorts are not permitted.

Halter tops, tee shirts, fishnet tops, cut-offs, bathing suits, sweat pants, blue jeans, athletic shorts and short shorts are not permitted.

Use of shoes other than golf shoes must be approved by the Golf Shop. Football spikes and baseball spikes are not permitted.

This dress code is mandatory for all players. Improperly dressed golfers will be asked to change before playing. If you are in doubt concerning your attire, please check with the Golf Shop before starting play.

- xvi. The golf course is restricted to use by “golfers” only and may not be used for any purpose except golf without the approval of the Club.
- xvii. If lightning is in the area, all play shall cease and players shall seek appropriate shelters immediately.
- xviii. The Golf Course Manager may close the golf course to play from time to time for maintenance, special events or whenever the grounds could be damaged by play.
- xix. No personal coolers are permitted on the golf course. All food and beverage consumed at the Club must be furnished by the Club, unless otherwise permitted by the Golf Course Manager.
- xx. When rains prevail and cause termination of play, it is the responsibility of the player to apply for a rain check at the Golf Shop.
- xxi. The priority of groups is foursomes, threesomes, twosomes and singles. Groups of five (5) or more players have no standing and shall be permitted on the golf course only with the permission of the Golf Course Manager.

b. Use of the Practice Range

- i. The practice range is open during normal operating hours as posted in the Golf Shop. From time to time the practice range will be closed for general maintenance.
- ii. Range balls are for use on the practice range only. Range balls are not to be used on the golf course.
- iii. Range balls shall not be taken to your residence and shall be hit the same day acquired.
- iv. Each player using the practice range may obtain range balls at the Golf Shop.
- v. Balls must be hit from designated areas only. No hitting is permitted from the rough or sides of the practice range.

c. Use of Golf Carts

- i. Golf carts shall not be used by a player without proper assignment and registration in the Golf Shop. The Club reserves the right to establish policies relating to walking on the golf course in its sole discretion.
- ii. Golf carts are not permitted on any tee or green area. Parking of golf carts is allowed in designated areas only.
- iii. Each operator of a golf cart must be at least sixteen (16) years of age and have a valid automobile driver's license.
- iv. Club-provided golf carts cannot be used off the golf course.
- v. Only two (2) persons and two (2) sets of golf clubs are permitted per golf cart.
- vi. All golf carts must stay on paths around tees and greens. Golf cart users must abide by all directional signs and should make note of cart path conditions before play. The Golf Course Manager reserves the right to set policies for use of cart paths.
- vii. Never drive a golf cart through a hazard.
- viii. Be careful to avoid soft areas on fairways, especially after rains.
- ix. Operation of a golf cart is at the risk of the operator. Cost of repair to a golf cart which is damaged by a player shall be charged to such player.
- x. Golf carts shall be driven on the golf course only when the course is open for play.
- xi. Violations of the golf cart policies may result in loss of golf cart privileges and /or playing privileges.

d. Golf Course Etiquette

- i. Use best efforts to anticipate the club or clubs you may need and to move directly to your ball. Always be near your ball to play promptly when it is your turn. If a player is delayed in making his/her shot, it would be courteous for such player to indicate to another player to play.

- ii. The time required to hole out on and around the green is a chief cause of slow play. Study and clear the line of your putt while others are doing the same. Be ready to putt when it is your turn.
- iii. Put trash in proper receptacles.
- iv. When approaching a green, park your golf cart on the cart path on the best direct line to the next tee.
- v. When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Do the scoring for the completed hole while the others in your group are playing from the next tee.
- vi. If you are not holding your place on the course, allow the players behind to play through. Do the same if you stop to search for a lost ball.
- vii. Repair your ball marks on the greens. If you see unrepaired marks, repair them also. Remind your playing partners to observe this courtesy.
- viii. Players are requested to pick up tees after driving. Players should be careful in discarding broken tees since the tees damage the mowers and puncture golf cart tires.
- ix. Enter and leave bunkers at the nearest level point to the green. Smooth sand over with rake upon leaving.
- x. Fill all divots made on bunkers and tee boxes with sand provided.

1.13 RECREATIONAL FACILITY RENTAL (applies to all facilities listed in Exhibit A)

- a. All rentals and reservations of the Recreational Facilities shall be scheduled through the **Activities Administration** Office.
- b. Authorized Users shall coordinate with the **Activities Administration** Office in advance regarding the anticipated date for the party/event to determine availability.
- c. At the time the reservation is made, the **user/renter** must provide to the **Activities Administration** Office:
 - i. A check or money order (no cash) made out to Arlington Ridge Community Development District for the entire **cleaning deposit and rental fee, if applicable;**
 - ii. Completed paperwork and insurance(s), if necessary; and
 - iii. Completed, signed
 - iv. rental agreement.
- d. The remaining refundable security deposit ~~and non-refundable cleaning fee,~~ is due no later than 60 days prior to the date of the rental.
- e. The rental rates and deposits for use of the Recreational Facilities are contained in **Exhibit A.**
- f. The rental time period is inclusive of set up and tear down time.
- g. The deposit is fully refundable if the party/event is canceled by District staff due to inclement weather or if the rented facility is otherwise uninhabitable or unfit for its intended use. If the renter wishes to cancel their party/event, the cancellation must be communicated to the

Activities Office no later than 60 days prior to the scheduled event to receive 100% of the rental fee and deposit returned. If the event is cancelled less than 60 days prior to the event 100% off the security deposit and 0% of the rental fee will be returned.

- h. The Supervisor of Elections office shall be excluded from the requirement to pay a fee to utilize the Recreational Facilities for a polling location.
- i. The volume of live or recorded music must not violate applicable Lake County and City of Leesburg noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.
- j. No pets are allowed, except service animals.
- k. Tacks or nails may not be used for decorations.
- l. Events should be scheduled to end at 11:00pm or earlier, with the exception of New Years' Eve or if special arrangements have been approved by management.
- m. Prep kitchen utilities/supplies such as dishwasher, china plates, silverware, etc., may not be used ~~without prior management approval~~.
- n. The District retains the right to reserve and use of the Recreational Facilities for District related or District sponsored meetings, events or activities at any time.
- o. In the event that catering services are desired for the function Chesapeake Bay Grille shall be offered the chance to provide such catering services, which it may accept or deny in its sole discretion. Catering services provided by a vendor other than Chesapeake Bay Grille may only be utilized in the event that the restaurant has first been provided an opportunity to provide the services and has thereafter declined such opportunity. Catering service with Chesapeake Bay Grille requires a separate agreement with the restaurant.

1.14 ADDITIONAL DISTRICT POLICIES

- a. There will be no skateboarding on any District owned property. This includes, but not limited to, parking lots, Recreational Facility sidewalks etc.
- b. No Soliciting is permitted.
- c. Vehicles and golf carts must be parked in designated areas. Vehicles and golf carts must not be parked on grass lawns, or in any manner which obstructs the normal flow of traffic.
- d. Overflow parking is available through the Administration Office and will be administered based upon availability with a required parking permit being issued. User assumes all risks.
- e. Authorized Users are responsible for the actions of their Guests and such actions, if in violation of these policies, may result in the loss of Recreational Facility privileges by the Authorized User(s) and his/her Guest(s).
- f. Residents are prohibited from making improvements, alterations, or changes on District-owned property without the consent of the District or its designee. It shall be the responsibility of the Resident to know and understand which such property is under the ownership of the District before making improvements. Any Resident who makes improvements and/or damages or destructs District-owned property shall be liable to repay the District's fees and costs incurred

in the removal, repair, or remediation of such property in order to bring the property to its original condition.

1.15 PROHIBITION ON POLITICAL CAMPAIGNING ACTIVITIES AT DISTRICT FACILITIES

- a. No person(s) may campaign on behalf of political candidates, whether partisan or nonpartisan, or on political issues at the District's Recreational Facilities, except in predetermined areas designated for such activities, as more specifically provided for herein. The District's intent is to ensure patrons are able to use the Recreational Facilities without interruption by activities normally associated with political campaigns/activities and to ensure safety and order within the facilities. The following guidelines apply:
 1. Political campaigns are afforded the same opportunity as other persons or groups to rent District meeting room space at published rates.
 2. Owners and/or Lessees may not reserve space to hold political events except as provided for herein.
 3. No political campaign signs, flyers or related documents are to be posted in or on District owned property, including District bulletin boards, and if discovered, such postings will be removed immediately.
 4. No political campaign signs, flyers or related documents are to be disseminated while in the District's Recreational Facilities.
 5. To allow for the efficient and timely conduct of District business during public Board meetings, no political messages, paraphernalia (including but not limited to shirts, buttons, signs or the like), political public comments or otherwise are allowed in or during a public meeting of the Board of Supervisors in furtherance of the candidacy of any candidate for public office.
- b. District employees and contractors may not campaign for candidates or political issues while on duty or use the District's resources in furtherance thereof.
- c. Neither Board members nor District employees or contractors may use their official authority or influence for the purpose of coercing or influencing another's vote or coercing or influencing another into paying, lending or contributing any part of his or her salary, or any money, or anything else of value to any party, committee, organization, agency, or person for political purposes.

- d. Candidates for a District Board seat may not, in furtherance of his or her candidacy, use the services of District employees or contractors during working hours.
- e. No person shall make and no person shall solicit or knowingly accept any political contribution on or in any District owned recreational property. For purposes of this subsection, “accept” means to receive a contribution by personal hand delivery from a contributor or the contributor’s agent. “Contribution” includes any contribution in kind having any attributable monetary value in any form. This subsection shall not apply when a government-owned building or any portion thereof is rented for the specific purpose of holding a campaign fund raiser.

1.16 AMENDMENT OF DISTRICT POLICIES

These policies may be modified at any time, upon the approval of the Board of Supervisors of the Arlington Ridge Community Development District. Immediately following the approval of the Board, the modified policies shall be posted at the Administration Office and District staff may also disseminate via the community website.

EXHIBIT A**Rate and Fee Schedule**

Note: All rates herein may be increased by a maximum of ten (10%) percent per year without the further need for a ratemaking hearing.

Room Rental Fee Schedule

Fairfax Hall – Authorized Resident Users (includes Village Green)			
<u>Item</u>	<u>Current Rate</u>	<u>Refundable</u>	<u>Non-Refundable</u>
Rental Rate	\$0	\$0	\$0
Security Deposit	\$0	\$0	\$0
Clean Up Fee	\$150	\$150	\$150-\$0
Village Green – Authorized Users			
<u>Item</u>	<u>Current Rate</u>	<u>Refundable</u>	<u>Non-Refundable</u>
Rental Rate	\$0	\$0	\$0
Security Deposit	\$0	\$0	\$0
Clean Up Fee	\$0	\$0	\$0
Fairfax Hall – Golf Course Events (includes Village Green)			
<u>Item</u>	<u>Current Rate</u>	<u>Refundable</u>	<u>Non-Refundable</u>
Rental Rate (per event)	\$0	\$0	\$0
Security Deposit	\$0	\$0	\$0
Clean Up Fee	\$150	\$0	\$150
Fairfax Hall – Non-Authorized Resident Users (includes Village Green)			
<u>Item</u>	<u>Current Rate</u>	<u>Refundable</u>	<u>Non-Refundable</u>
Rental Rate (per event)	\$1,000	\$0	\$1,000
Security Deposit	\$500	\$500	\$0
Clean Up Fee	\$150	\$0	\$150
Room Attendant Fee*			
	<u>Current Rate</u>	<u>Refundable</u>	<u>Non-Refundable</u>
	\$30/hour	\$0	\$30/hour
Audio/Visual Fee for Room Rentals (Authorized and Non-Authorized Users)			
	<u>Current Rate</u>	<u>Refundable</u>	<u>Non-Refundable</u>
	\$30/hour	\$0	\$30/hour
Access Card Replacement Fee			
	<u>Current Rate</u>	<u>Refundable</u>	<u>Non-Refundable</u>
	\$5	\$0	\$5
Temporary Access Card Deposit			
	<u>Current Rate</u>	<u>Refundable</u>	<u>Non-Refundable</u>
	\$10	\$10 upon card return	\$0 (if returned)

*A room attendant fee of \$30 per hour will be charged if any of the following apply: service of alcohol for groups of 25 or more; if rental is for parties of 50 or more; if rental is outside of normal business hours (8-5 p.m.)

Advertising Fee Schedule

The Ridge Line Rates

Ad Size	3 Months	6 Months	12 Months
Business Card – B&W (3.75" x 2.5")	\$260	\$420	\$670
¼ Page – B&W (3 .75" x 5")	\$340	\$545	\$870
½ Page – B&W (7.75" x 5")	\$415	\$665	\$1,065
Full Page – B&W (7.75" x 10")	\$500	\$800	\$1,280
Full Page – Color (8.75" x 11.25" bleed, trims to 8.5" x 11")	\$660	\$1,055	\$1,690

Insert Fee: \$175/issue

Set-Up Fee: A \$50 set-up fee may be required for new advertisers.

Seminar Sponsorship

Certain rooms may be reserved for a sponsorship fee of \$400.

Community Information Meeting – Coffee Talk

January through April — \$125

May, September through December — \$100

June through August — \$75

RV Storage Lot Rental Fees¹

Up \$1.50 per linear Ft.

Size of Space	Monthly Fee
45 linear feet	\$67.50
30 linear feet	\$45.00
25.5 linear feet	\$38.25

**The District may offer discounts on these rental fees for leases paid in full in advance.*

¹ The Board has approved the rate of \$1.50 per l/f and were imposed October 1st.

Arlington Ridge Golf Club Membership Fee Schedule*

	<u>Discount</u>	<u>Regular Rate</u>	<u>Quarterly Payment Pricing</u>			
	<u>Paid Before 11/1</u>	<u>Paid After 11/1</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>
<u>Authorized Users</u>						
Individual	\$3,000.00	\$3,500.00	\$1,250.00	\$1,250.00	\$500.00	\$500.00
Couple	\$5,250.00	\$6,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00
<u>Non-Authorized Users</u>						
Individual	\$4,000.00	\$4,500.00	\$1,500.00	\$1,500.00	\$750.00	\$750.00
Couple	\$6,250.00	\$7,000.00	\$2,250.00	\$2,250.00	\$1,125.00	\$1,125.00
<u>Social Membership**</u>		\$360				

* Rates do not include sales tax. The District may offer discounts on these membership fees for memberships paid in full.

** Includes member charging privileges, increased discounts, event pricing and loyalty programs.

Arlington Ridge Golf Club Individual Use Greens & Cart Fee Schedule*

Category	October 1– December 2				December 21 – April 25				April 15– May 31				June 1– September 30			
	Low	Target	High	9 Hole Target	Low	Target	High	9 Hole Target	Low	Target	High	9 Hole Target	Low	Target	High	9 Hole Target
Public AM	\$33	\$39	\$42	\$25	\$35	\$44	\$48	N/A	\$33	\$39	\$42	\$25	\$29	\$34	\$38	\$22
Public Mid-Day	\$25	\$33	\$42	\$20	\$30	\$38	\$48	N/A	\$25	\$33	\$42	\$20	\$24	\$30	\$38	\$17
Public Twilight	\$18	\$30	\$42	\$17	\$25	\$35	\$48	N/A	\$18	\$30	\$42	\$17	\$18	\$25	\$38	\$15
Online AM	\$27	\$35	\$42	\$25	\$30	\$40	\$48	N/A	\$27	\$35	\$42	\$25	\$25	\$31	\$38	\$22
Online Mid-Day	\$22	\$29	\$42	\$20	\$25	\$34	\$48	N/A	\$22	\$29	\$42	\$20	\$20	\$27	\$38	\$17
Online PM	\$18	\$25	\$42	\$17	\$22	\$29	\$48	N/A	\$18	\$25	\$42	\$17	\$18	\$23	\$38	\$15
Authorized User AM	\$25	\$32	\$38	\$22	\$28	\$37	\$45	\$24	\$25	\$32	\$38	\$22	\$23	\$29	\$33	\$20
Authorized User Mid-Day	\$21	\$26	\$38	\$18	\$23	\$30	\$45	\$20	\$21	\$26	\$38	\$18	\$18	\$25	\$33	\$16
Authorized User Twilight	\$18	\$22	\$28	\$15	\$20	\$25	\$33	\$17	\$18	\$22	\$28	\$15	\$16	\$20	\$25	\$13
Outing	\$20	\$32	\$42	N/A	\$25	\$36	\$48	N/A	\$20	\$30	\$42	N/A	\$23	\$28	\$38	N/A
League – 18-Hole	\$20	\$26	\$42	N/A	\$25	\$36	\$48	N/A	\$20	\$30	\$42	N/A	\$18	\$28	\$38	N/A
League – 9-Hole	\$14	\$22	\$42	N/A	\$18	\$24	\$48	N/A	\$13	\$18	\$42	N/A	\$16	\$20	\$38	N/A
Range Ball Fees	\$3	\$5	\$10	N/A	\$3	\$5	\$10	N/A	\$3	\$5	\$10	N/A	\$3	\$5	\$10	N/A
Rental Club Fees	\$10	\$20	\$35	N/A	\$10	\$20	\$35	N/A	\$10	\$20	\$35	N/A	\$10	\$20	\$35	N/A
No Show Fees	\$0	\$10	\$20	\$10	\$0	\$10	\$20	\$10	\$0	\$10	\$20	\$10	\$0	\$10	\$20	\$10

*Rates are inclusive of green and cart fees, but do not include sales tax. Times for mid-day and twilight price breaks are subject to change based on season. Outing and league pricing will be determined on a case-by-case basis, depending on time of year, size of the group, and time of play.

EXHIBIT B

Suspension and Termination Rules

Arlington Ridge Community Development District *Disciplinary & Enforcement Rule*

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat.
Effective Date: August 12, 2020

In accordance with Chapters 190 and 120 of the Florida Statutes, and on August 12, 2020 at a duly noticed public meeting, the Board of Supervisors of the Arlington Ridge Community Development District adopted the following rules to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded.

SUSPENSION AND TERMINATION OF PRIVILEGES

1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the Recreational Facilities, as such may change from time to time.

2. **General Rule.** All persons using the Recreational Facilities and entering District properties are responsible for compliance with, and shall comply with, the Recreational Facilities Rules established for the safe operations of the District's Recreational Facilities.

3. **Suspension of Rights.** The District, through its Board, District Manager, and Community Director, shall have the right to restrict, suspend, or terminate the Amenity privileges of any person to use the Recreational Facilities for any of the following behavior:

- a. Submits false information on any application for use of the Recreational Facilities;
- b. Permits the unauthorized use of an Access Card;
- c. Exhibits unsatisfactory behavior, conduct or appearance;
- d. Fails to pay fees owed to the District in a proper and timely manner;
- e. Fails to abide by any District rules or policies (e.g., Amenity Rules);
- f. Treats the District's supervisors, staff, general/amenity management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- g. Damages or destroys District property;
- h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests; or
- i. Commits or is alleged, in good faith, to have committed a crime on or off

District property that leads the District to reasonably believe endangers District residents, staff and Guests.

- j. Provides unauthorized access to an individual(s) to any amenity (e.g. the pool).

4. **Authority of District Manager and Community Director.** The District Manager, Community Director or their designee has the ability to remove any person from one or all Recreational Facilities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her discretion it is the District's best interests to do so. The District Manager, Community Director or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Recreational Facilities until the next regularly scheduled meeting of the Board of Supervisors. Notice of same shall be provided by certified mail.

5. **Process for Termination or Suspension of Amenity Privileges.**

- a. Offenses:
 - i. First Offense: Verbal warning by Amenity staff and suspension from the Recreational Facilities for up to one week from the commencement of the suspension. Violations that result in any suspension period shall be recorded by Amenity staff, signed by the individual offender(s), and held on file at the Amenity.
 - ii. Second Offense: Automatic suspension of all Amenity privileges for up to thirty days from the commencement of the suspension, with the preparation by Amenity staff of a written report to be signed by the offender(s), filed at the Amenity, and with notification to the Board.
 - iii. Third Offense: Suspension of all Amenity privileges for up to one year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the offender(s) privileges for one calendar year. The length of the suspension is in the discretion of the Board and may be for more or less than one year, depending on the nature of the violation.
- b. Each offense shall expire one year after such offense was committed, except in cases of egregious behavior that, in the discretion of the Board, may warrant a longer or even permanent suspension. After the expiration of one year, or longer as provided for herein, the number of offenses on record for such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire, and the second offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any

offenses.

Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the premises of the Amenity, or violates these Policies in a manner that, in the discretion of the District Manager or Community Director upon consultation with either the Chairman or Vice Chairman, justifies suspension beyond the guidelines set forth above, such offender(s) shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender(s) privileges, which suspension or termination may include members of the offender(s) household and may, upon the first offense, equal to or exceed one year. In particular situations that pose a long term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be considered and warranted.

- c. Any suspension or termination of Amenity privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final.

6. Legal Action; Criminal Prosecution. If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

7. Severability. If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section.

EXHIBIT C

Kiln Safety Guidelines

Pottery Class Rules and Safety

Everyone using the studio must cooperate in maintaining the studio and following the procedures outlined. Participants must recognize the interdependence of the operation of kilns and kilnsheds, (regardless of construction or rigorous design). Training of all operators and maintenance personnel should be a continuous process.

GENERAL HEALTH AND SAFETY RULES

1. When chemical glazes or stains are made, approved products (AP) must be considered as a poison.
2. Only chemical gloves may be used.
3. Read the safety data sheet (SDS) for hazardous materials that you use.
4. All chemicals must be labeled with the name of the substance, required hazard warnings, and the name of the manufacturer.
5. Shoes must be worn (to and from the classroom, and open the shoes).
6. Cover all open cuts, especially on your hands and wear gloves when working with hazardous materials.
7. When working or doing work, do not block doors and passageways.
8. Children are not allowed access to the classroom.
9. No eating, drinking or smoking in the classroom.
10. All spills should be stopped/soaked up immediately. A wet floor is a safety hazard.
11. Do not wear jewelry, loose clothing and items such as lanyards, multiple piercings that might be caught in moving machinery.
12. Wash your hands with soap and water before leaving the classroom.
13. Food or drink is not to be taken into the studio/classroom.

CONDITION OF ROOM

1. Tables are to remain wood clean, wheels cleaned, glazes and stains removed to the wheel (kilnshed) washes.
2. Throwing slip must not be poured down sink/drain, but into an appropriate pan.
3. Tables are to be marked for:
 - a. work in progress.
 - b. drying.
 - c. shelving, etc.



Pottery Class Rules and Safety

www.vpschools.com

1. Sinks must be wiped out and counters wiped off and dried. Do not leave food or equipment in sink area.

WHEELS

1. Wheel heads and pans will be cleaned after each use.
2. Floor around wheel areas must be cleaned of any water or water.
3. Wheels are to be turned off after each use.
4. Masonite batts are to be cleaned for the next use and returned to proper use.
5. Large plaster batts are to be stored on the bottom shelf of the rolling carts.
6. Do not wash off plaster batts, let dry and break off.
7. Batts are to be stored in a plastic container on the window sill.
8. Rectangular plaster batts are to remain on top of the rolling cart for throwing rapps.

GLAZING

1. Glazes must be applied by brushing or dipping, blowing, or brushing and dipping is not permitted.
2. Proper instruction of students in using glazes to prevent contamination of glaze.
3. Check labels to make sure glazes are used on bottom surface (loading to fill) and that they are moisture proof.
4. Clean up glazes when finished. Rinse all brushes, bowls, pouring cups, stirrers, and all similar objects used at the end of the glaze table.
5. Check to ensure that glaze names on lids match their buckets.
6. Encourage students to have their own set of brushes to avoid glaze contamination.
7. Inform the instructor or studio manager if the glaze bucket is empty or low.
8. Make certain all the equipment is thoroughly cleaned of glaze before returning equipment to proper storage area.
9. Wipe wash table top.

Pottery Class Rules and Safety

RULES

The safe and a detailed AAs involves many choices and operational choice of how the summary (scope, its (activity) installation, commissioning, inspection, testing, maintenance, and operation. Consideration of use of Personal Protective Equipment (PPE) and proper selection and use of materials subject to being used. The responsibility of the individual, coupled with manufacturer recommendations, any industry group, systems (such as the Agency (NFA) guidelines, local council and fire insurance guidelines, and employee training (such as the safety course) and the electrical safety with local electrical and fire safety considerations, compliance with manufacturer's suggested installation instructions. Installation must be performed by a qualified electrician.

1. Safety is the responsibility of every participant.

2. Instructions are to be followed through a firing schedule should be followed.

3. The power to the machine should be switched off during the firing process in the case of a power outage.

4. Using the fire glowing kiln should be avoided.

5. Clothes and hair must be tucked in during the firing process.

6. When the firing is over, leave the kiln open.

7. Participants are not allowed to load, unload or operate kilns.

8. Do you have (or do you have) personal protective equipment (PPE)?

• **Thermal gloves** - These should be worn when handling any part of a kiln (other than a surface) (such as the kiln) or firing or lighting. Even after the kiln has been turned off, kilns will remain hot for hours and should not be touched until fully cooled.

• **Eye protection (eye shields)**

• **Eye and face protection (Helm UV protective glasses)** - These protect your eyes from the intense heat. Regular sunglasses are inadequate for this purpose and may actually melt. Protective glasses may also allow you to see your work performance clearly.

• **Respirators (if necessary)** - Carbon dioxide is given off during any fuel-burning firing. Overexposure leads to (short) breath levels, tingling, a decrease in hearing and pulse rate, and a rise in blood pressure. Common symptoms are relieved during respiration firing. Exposure can lead to headaches, dizziness, fatigue, and drowsiness. Carbon monoxide can be lethal and is tasteless and odorless. Sulfur dioxide can be released when firing sulfide salts. It is a strong lung irritant and can be lethal. It can be noticed as a rotten egg smell.

9. After firing, leave the contractor alone, unless it will be done and follow the

instructions to disperse before unloading.

Pottery Class Rules and Safety

10. The kiln area should be free from obstructions and able to be easily accessible. An electrical clearance should be maintained for non-conductive material and 36 inch clearance for combustible material.
11. The jacket and coils of the electric fixtures surrounding the kiln will get hot enough to burn your skin while the kiln is heated. Therefore, it is important to be extremely careful when working close to the kiln.
12. Be sure to unplug the kiln before working on the electrical components. If the kiln is hard wired, turn off the circuit breaker using lock-out/tag-out procedures.
13. For your safety, the protection of your kiln and the protection of your ware needs the kiln to be empty that you avoid unloading the kiln when it is above 125°F.

CLAY

1. Only pre-made clay may be used in the classroom.
2. Hand grinders and Dremel tools must be used to remove flawed glaze from vessels. Bench grinding is not permitted. Use a wet grinding wheel if one is available.
3. All grinding (except wet grinding) must not be outdoors and eye protection must be worn.
4. Finished pottery ware must be appropriately labeled if it cannot be used for food use/learning.
5. Sewer clay is stored in the locked cupboards and storage room.
6. No one is allowed to bring in clay of any kind.
7. There is no outside work shed. Only work from enrolled participants is to be fired.

INSTRUCTORS

1. Instructors are to leave the students for the chemical and physical hazards relevant to the classroom and the relevant controls.
2. Instructors must make sure the participants understand the classroom rules and safety guidelines and sign them on each of them.
3. Instructors coordinate schedules with the administrator.
4. Instructors are responsible for the condition of the classroom.
5. So far as is reasonable, let the administrator know ASAP if there are any problems.
6. Instructors may not use the classroom for their own uses.
7. Instructors are to return the key to the program.

Pottery Class Rules and Safety

- B. Instructors are to teach participants to be responsible for returning tools and respecting the all of the Equipment.
- B. Check supplies and process re-assembly.

I have read these rules and safety guidelines, I understand them, and I agree to abide by them.

Name

Signature

Date

Subsection Civ f

**Billy Casper Golf
Agreement**

GOLF COURSE AND FOOD & BEVERAGE MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (the “**Agreement**”) is made and entered into the 22nd day of **July, 2019** (the “**Effective Date**”) by and between **Arlington Ridge Community Development District**, a local unit of special-purpose government organized pursuant to Chapter 190, *Florida Statutes* (the “**Owner**”) and **BILLY CASPER GOLF, LLC**, a Virginia limited liability company, authorized to do business in Florida (the “**Manager**”).

BACKGROUND

1. Owner has an 18-hole golf course, including ancillary improvements and facilities such as a clubhouse/pro shop, cart storage building, and practice area and putting greens, known as the “Arlington Ridge Golf Club,” located in Leesburg, Florida (collectively, the “**Golf Facilities**”).

2. Owner has certain food and beverage facilities commonly known as the Chesapeake Grill, Chatham’s, and the Village Tavern and their related kitchen and dining areas as well as certain related catering services (collectively, the “**F&B Facilities**,” and together with the “Golf Facilities,” the “**Facilities**”).

3. Manager is engaged in the business of developing, marketing, maintaining and managing high-end golf clubs and food and beverage facilities.

4. Owner desires to hire Manager under the terms and conditions set forth herein to manage and conduct the day-to-day business and services of the Facilities.

5. Manager agrees to be guided by the goals, purposes and policies of Owner in its management of the Facilities.

6. Owner acknowledges that Manager intends to form a wholly owned subsidiary solely dedicated to performing some or all of the services contemplated in this Agreement

DEFINITIONS

1. “**Annual Plan**” shall mean the management goals and intended actions for a given Fiscal Year with the information enumerated in Section 4.3(a) herein.
2. “**Billy Casper Marks**” shall mean “Billy Casper Golf,” together with any other names, service marks, trademarks, slogans, logos, designs or the like owned by Manager or created by Manager during the Term used in the management and operation of golf facilities of Manager.
3. “**Board**” shall mean the Board of Supervisors of the Arlington Ridge Community Development District.
4. “**Budget**” shall mean the estimated operating and capital budget for a given Fiscal Year with the information enumerated in Section 4.3(a) herein.
5. “**Commencement Date**” shall mean October 1, 2019.
6. “**CPA**” shall mean a Certified Public Accountant.
7. “**Facilities**” shall mean the Golf Facilities and the F&B Facilities.
8. “**Effective Date**” shall mean July 22, 2019.

9. “**Event of Default**” shall mean those occurrences which shall constitute a breach of this Agreement as enumerated in Section 13 herein.
10. “**F&B Facilities**” shall mean Chesapeake Grill, Chatham’s, and the Village Tavern and their related kitchen and dining areas, as well as certain related catering services and the kitchen and dining areas within Fairfax Hall.
11. “**Fiscal Year**” shall mean the time period of October 1st through September 30th of the next succeeding year.
12. “**Golf Facilities**” shall mean the “Arlington Ridge Golf Club” located in Leesburg, Florida which consists of an 18-hole golf course, including ancillary and facilities such as a clubhouse/pro shop, cart storage building, and practice area and putting greens.
13. “**Golf Incentive Fee**” shall mean an incentive-based amount to be paid to Manager, in addition to the Management Fee and F&B Incentive Fee, relative to Manager’s operation of the Golf Facilities and that is calculated in accordance with Section 6.2(a) herein.
14. “**Facilities Tradename**” shall mean the tradename by which the Golf Facilities and the F&B Facilities shall be known.
15. “**F&B Incentive Fee**” shall mean an incentive-based amount to be paid to Manager, in addition to the Management Fee and Golf Incentive Fee, relative to Manager’s operation of the F&B Facilities and that is calculated in accordance with Section 6.2(b) herein.
16. “**GAAP**” shall mean Generally Accepted Accounting Principles.
17. “**Gross Revenue**” shall mean all revenues and income of any nature derived directly or indirectly from the Facilities or from the use or operation thereof, including green fees, gross sales proceeds from the sale of green fees, memberships or annual passes to the Facilities, monthly dues from annual pass holders of the Facilities, rental fees for golf carts, golf clubs and other rental items, net lesson fees, range balls, food and beverage revenues (including mandatory service charges, revenue generated from space rentals and from meetings, banquets, parties, receptions, tournaments and other group gatherings) merchandise sales, and the proceeds paid for any business interruption, use, occupancy or similar insurance policy claim. Such term shall not include any credits or refunds made to customers, guests or patrons; any sums and credits received by Owner for lost or damaged merchandise; any sales taxes, excise taxes, gross receipt taxes, admission taxes, entertainment taxes, amusement taxes, tourist taxes or charges; any proceeds from the sale or other disposition of the Facilities, Furniture, Fixtures & Equipment (FF&E), or other capital assets; any property and/or liability insurance proceeds; any proceeds of financing or refinancing of the Facilities; amounts contributed by Owner pursuant to the terms of this Agreement and income or interest derived from the Operating Accounts. Gross Revenue shall be determined on an accrual basis and in accordance with GAAP.
18. “**Hazardous Materials**” shall mean any hazardous materials or wastes, toxic substances or wastes, petroleum or petroleum-based products, asbestos or asbestos-bearing materials and the like.
19. “**Incentive Fee**” shall mean the Golf Incentive Fee and the F&B Incentive Fee.
20. “**Initial Term**” shall mean October 1, 2019 through September 30, 2024.
21. “**IT**” shall mean information technology.
22. “**Losses**” shall mean any and all claims, liabilities, suits, causes of action, losses, damages, fines, penalties, liens, costs and expenses, including, without limitation, claims for personal injury, death, or property damage of any kind, and the reasonable fees and disbursements of counsel, consultants and other advisors incurred by any Owner Indemnitee.

23. “**Management Fee**” shall mean an amount initially equal to Eight Thousand Dollars (\$8,000) per month, as subject to change as enumerated in Sections 6.1, 12.2, and 12.3 herein.
24. “**Manager**” shall mean Billy Casper Golf, LLC and any wholly-owned subsidiary solely dedicated to performing the services contemplated in this Agreement.
25. “**Manager Indemnitees**” shall mean Manager and its members, managers, directors, officers, and employees, and their respective successors and assigns.
26. “**Material Agreements**” shall mean those agreements: i) involving payments that exceed the budgeted amount reflected in the Budget by more than ten percent (10%), or ii) which are not terminable within ninety (90) days.
27. “**Minimum Funds Balance**” shall mean the greater of (i) the dollar amount of the annual Budget for the month following the current month or (ii) Fifty Thousand Dollars (\$50,000).
28. “**Operating Accounts**” shall mean the bank or other deposit accounts established by Manager on Owner’s behalf for the operation of the Facilities.
29. “**Operating Expenses**” shall mean all of the costs attributable to the operation of the Facilities, including but not limited to, the Management Fee and the Incentive Fee, payroll, payroll taxes, benefits, employee related costs, insurance, supplies, marketing materials, services, utilities, maintenance and repair costs, capital repair or replacement costs, service agreements, taxes collected by Manager pursuant to Section 4.8(e) herein, and property taxes levied on the Facilities.
30. “**Owner**” shall mean the Arlington Ridge Community Development District.
31. “**Owner Indemnitees**” shall mean Owner and its supervisors, officers, employees, and staff, and their respective successors and assigns.
32. “**Owner Marks**” shall mean the Facilities Tradename, together with any other names, service marks, trademarks, slogans, logos, designs or the like owned by Owner or created by Owner during the Term used in the ownership of the Facilities.
33. “**Owner’s Representative**” shall mean the representatives appointed by Owner that has the authority to consult and make certain operational decisions on behalf of Owner.
34. “**PCI DSS**” shall mean Payment Card Industry Data Security Standards.
35. “**Public Records Custodian**” shall mean George Flint of Governmental Management Services- Central Florida, LLC.
36. “**Renewal Term**” shall mean the automatic renewal of this Agreement for successive five (5) year terms upon the conclusion of the Initial Term.
37. “**Term**” shall mean the Initial Term, together with any Renewal Term.
38. “**Work Product**” shall mean those documents and other materials prepared by Manager on behalf of Owner in its management and operation of the Facilities as enumerated in Section 4.16(b) herein.

AGREEMENT

For and in consideration of the mutual covenants contained herein and other valuable consideration, the parties agree as follows:

1. APPOINTMENT OF MANAGER. Owner hereby appoints, and Manager hereby accepts, the appointment as general manager of the Facilities, subject to the provisions hereof.

2. TERM; RENEWAL. The term of this Agreement shall be for five (5) years (the “**Initial Term**”) which term shall commence on or around October 1, 2019 (the “**Commencement**”

Date”) and conclude on September 30, 2024, subject to the termination provisions set forth herein. Unless written notice of termination is provided as set forth in Section 12 herein, this Agreement shall automatically renew for successive five (5) year terms (the “**Renewal Term**”). All terms and conditions contained herein shall be effective during the Renewal Term(s). The Initial Term along with any Renewal Terms shall be collectively referred to as the “**Term**”.

3. TRANSITION OF THE FACILITIES.

3.1 Upon the Effective Date, Manager shall assist Owner in coordinating with the current owner and the current manager of the Golf Facilities to ensure a smooth and orderly transition to Manager. In addition, upon any termination of all or a portion of this Agreement, Manager shall assist Owner in coordinating with any successor manager or owner of the Golf Facilities to ensure a smooth transition from Manager to such successor manager or owner.

3.2 Upon the Effective Date, Manager shall assist Owner in coordinating with Owner, as the current manager of the F&B Facilities, to ensure a smooth and orderly transition to Manager. In addition, upon any termination of all or a portion of this Agreement, Manager shall assist Owner in coordinating with any successor manager or owner of the F&B Facilities to ensure a smooth transition from Manager to such successor manager or owner.

4. OPERATION OF THE FACILITIES, MANAGER’S SERVICES, & OWNER’S RESPONSIBILITIES.

4.1 General.

(a) Commencing on the Commencement Date and continuing until the conclusion of this Agreement, Manager shall have the authority and responsibility to conduct, supervise, and manage the day-to-day operations of the Facilities, including but not limited to the operation, management, marketing, and maintenance of such facilities and staff, subject to Owner’s rights of review, consultation, and/or approval set forth herein.

(b) Manager shall have the right to determine and implement the operating policies, standards of operation, quality of service and any other matters affecting customer relations and the efficient management, operation, and maintenance of the Facilities and shall have the authority to: (i) determine, establish, amend and implement the policies, standards and schedules for the management, operation and maintenance of the Facilities and all matters affecting customer relations; (ii) determine and implement standards for agronomic conditioning of the golf courses; (iii) recommend and implement all pricing (including rates and prices for dues, greens fees, rental fees and other similar fees and charges for usage at the Facilities except as limited by Section 4.7 herein); (iv) supervise and direct all phases of marketing, advertising, sales, and publicity for the Facilities; (v) establish accounting and payroll procedures and functions for the Facilities; (vi) receive, hold and disburse funds, and maintain bank accounts; (vii) supervise food and beverage services, including, without limitation, menu prices and other guest charges; (viii) procure and/or maintain all business licenses, including liquor license(s), required for the Facilities; (ix) procure inventories, supplies and services; (x) assess and make recommendations with respect to technology requirements, as well as coordinate technology-related issues, either directly or through third-party vendor relationships; and (xi) hire, retain, train, control and supervise all personnel necessary for successful operation of the Facilities.

(c) As of the Commencement Date and throughout the Term, Manager shall identify, recommend and provide for the usage of owned and/or leased equipment (which shall be in Owner's name whether leased or owned) and shall maintain same in accordance with any applicable lease agreements, which recommendations and contracts shall be submitted to the Board for review and approval.

(d) At all times during operation of the Facilities, Manager shall ensure responsible and proper staffing levels that meet the provisions of law and best practices. Further, Manager shall coordinate, oversee, and be responsible for ensuring all third-party contractors' work (with the exception of any contractors hired directly by Owner which shall be coordinated and overseen by Owner and for which Owner shall be responsible for ensuring such work) relative to the scope of this Agreement.

(e) Manager shall exercise reasonable judgment in its management activities in the best interests of the Golf Facilities and in a manner comparable to similarly situated golf facilities located in the Central Florida region. Manager shall exercise reasonable judgment in its management activities in the best interests of the F&B Facilities and in a manner comparable to similarly situated restaurant facilities located in the Central Florida region.

(f) A representative of Manager shall, if and when requested, attend all regularly scheduled meetings of the Owner's Board of Supervisors ("**Board**"), and in all cases shall prepare a monthly report and submit it to the District Manager at least eight (8) days prior to each Board meeting, and shall include such substantive updates and information as may be needed and/or requested by Owner.

(g) Manager shall immediately, and in any event not more than forty-eight (48) hours upon obtaining knowledge thereof, notify the District Manager should it discover any issues or concerns that affect the public's health, safety and welfare, and shall immediately address and correct such concerns, specifically as such issues or concerns relate to Facilities involving licensing and related inspections.

(h) Notwithstanding Manager's responsibility to oversee the day-to-day operations of the Facilities, Owner shall have the right to inspect the Facilities at any reasonable time upon five (5) days written notice or immediately in the event of a health, safety, and/or welfare concern

(i) ***Manager's Tax Reporting.*** Manager acknowledges and agrees that this Agreement relates to the management of the Facilities and that such facilities are not being leased to Manager. Accordingly, Manager shall not take an inconsistent tax position with respect to its appointment as manager by Owner herein (i.e. Manager cannot treat the rights granted by this Agreement as a lease on its state or federal tax reporting documentation).

4.2 ***Owner's Representative.***

(a) Owner shall appoint a representative(s) ("**Owner's Representative**") who shall have the authority to consult with Manager on behalf of Owner and to make operational decisions on behalf of Owner, consistent with the approved Annual Plan (as hereinafter defined). The initial Owner's Representatives shall be George Flint and Tricia Adams. Owner may change its appointment of the Owner's Representative by prior written notice to Manager. The Chairman of the Board, as may be

changed from time to time, shall additionally be an Owner's Representative without the need to provide written notice to Manager.

(b) Owner's Representative shall not be authorized to make approvals that exceed Twenty-Five Hundred Dollars (\$2,500) unless such decision is emergency in nature as set forth in Section 4.3(d) herein. The Owner's Representative is not acting in lieu of the Board but rather will act as the Owner's Representative between regular public meetings, recognizing that for business efficiencies, some decisions may need to be made before a regular meeting is scheduled. Owner's Representative shall respond to requests from Manager within a reasonable period of time, which shall not exceed seven (7) business days of such request. Manager shall be entitled to rely on direction given by the Owner's Representative with respect to matters subject to Owner's approval so long as such decisions do not exceed the authority herein provided and so long as such direction is provided in writing.

4.3 *Annual Plan and Budget.*

(a) The Manager acknowledges that Owner's fiscal year commences on October 1st and concludes on September 30th (hereinafter, "**Fiscal Year**"). By May 1 of each year of the Term, Manager shall submit to Owner, for Owner's approval, a proposed annual plan (the "**Annual Plan**"). The Annual Plan shall describe the major management goals and intended actions for the ensuing year, in reasonable detail, so as to enable Owner to evaluate the intended conduct of the affairs of the Facilities during that period and can anticipate any budget adjustments for the following fiscal year. The Plan shall specifically address, at a minimum: i) the anticipated operating, marketing, and agronomic practices planned to be undertaken, iii) the estimated rates and fees to be charged relative to the use of the Facilities by patrons, and iii) an estimated operating and capital budget including Gross Revenue, Operating Expenses, and planned capital expenditures (collectively, the "**Budget**") for Owner's upcoming Fiscal Year. The Annual Plan, including the Budget, shall separately address the Golf Facilities and the F&B Facilities.

(b) Owner shall approve or disapprove (and, if disapproving, shall provide written comment on) the Annual Plan, including the Budget, within forty-five (45) days following its receipt of same. Owner's approval of the Annual Plan shall not be unreasonably withheld, conditioned or delayed. Upon request of Owner, Manager shall provide Owner with the data and information utilized in preparing the Annual Plan or any revisions thereto. If Owner is unable to approve or disapprove the Annual Plan within the timeframes stated herein, the Annual Plan proposed by Manager shall be deemed approved. In the event Owner disapproves the Budget or any specific item or items thereof, pending resolution thereof, the proposed Budget or the specific item or items of expense not approved by Owner, shall be suspended.

(c) Manager shall submit to Owner, for Owner's approval, the Annual Plan, including Budget, for Fiscal Year 2020 within thirty (30) days of the Effective Date of this Agreement and Owner shall approve or disapprove (and, if disapproving, shall provide written comment on) same by September 30, 2019 accordance with Section 4.3(b) herein.

(d) Manager agrees that Owner's approval will be required prior to any material change to the Annual Plan, provided that Owner's approval shall not be unreasonably withheld, conditioned, or delayed. A material change with respect to the Budget shall mean any change that results in a total

Budget increase of ten percent (10%) or more. Notwithstanding the foregoing, Manager may reallocate all or any portion of any amount budgeted with respect to items in the Budget to another item in the Budget; provided, however, any reallocation that equals or exceeds ten percent (10%) of the total Budget shall require Owner's approval. If Owner is unable to approve or disapprove any changes or reallocations within forty-five (45) days following its receipt of notification of same, such changes or reallocations proposed by Manager shall be deemed approved.

(e) Notwithstanding anything in this Agreement to the contrary, in the event an emergency arises by act of God or any event or act beyond the control of Manager, or a dangerous condition exists that requires immediate repair, or a governmental directive or order is issued to Owner, Manager is authorized to take such actions (including expending any funds reasonably necessary to respond on an emergency basis to such condition or event); provided, however: (i) Manager shall not expend any funds pursuant to this Section 4.3(d) in excess of Ten Thousand Dollars (\$10,000) per occurrence for an emergency situation (or governmental directive or order) without first obtaining the approval of Owner's Representative; and (ii) Manager shall immediately notify Owner of the emergency situation (or governmental directive or order) and the action Manager proposes to take, or has taken (including the amount of any expenditures) and will follow Owner's directions regarding further expenditures after such notification.

(f) After the Annual Plan is approved, Manager shall use its commercially reasonable efforts to operate the Facilities pursuant to the Annual Plan. Notwithstanding the foregoing, Owner acknowledges that Manager has not made and, by proposing the Annual Plan, (i) does not make any guarantee, warranty, or representation of any nature concerning the Annual Plan, the amounts of Gross Revenue or Operating Expenses or net operating income, and (ii) does not have any liability to Owner for any deficits in the Budget arising from the operation of the Facilities by Manager so long as Manager employs good faith, commercially reasonable efforts to operate pursuant to the Annual Plan and within the Budget.

4.4 Bank Accounts: Flow of Funds. This Agreement contemplates that the flow of funds received and disbursed in connection with the operation of the Facilities shall be conducted through and controlled by a system of accounts established by agreement of Owner and Manager.

(a) Owner shall establish and/or maintain such bank or other deposit accounts as Owner and Manager shall mutually agree are necessary for the efficient operation of the Golf Facilities and the F&B Facilities, and shall control of the flow of funds received and disbursed in connection with such operation, in its name at a bank(s) or other financial institution(s) mutually agreed upon by Owner and Manager. Owner's and Manager's designees (as approved by Owner) shall be the only parties authorized to draw upon such accounts. All revenues and receipts arising from operation of the Facilities shall be deposited into such accounts, and in no event shall such amounts deposited in any accounts established under this Agreement be co-mingled with any other funds of Manager or any third party (collectively hereinafter referred to as the "**Operating Accounts**"). Further, the Operating Accounts for the Golf Facilities and the Operating Accounts for the F&B Facilities shall be separate and funds for each shall not be commingled.

(b) Owner is required to maintain a balance within the Operating Accounts for the normal operating cash needs of the Facilities (the "**Minimum Funds Balance**"). The Minimum Funds Balance shall be the greater of (i) the dollar amount of the annual Budget for the month following the current month or (ii) Fifty Thousand Dollars (\$50,000). The initial deposit of the Minimum Funds

Balance shall be provided to Manager for deposit in the Operating Accounts within fifteen (15) business days of the Commencement Date. The Minimum Funds Balance shall be allocated between the Golf Facilities account(s) and the F&B Facilities account(s) as determined by Manager. Upon Manager's notifying Owner of any current or pending deficit to the Minimum Funds Balance, Owner shall have five (5) business days to deposit into the Operating Account(s) the funds necessary to cover such deficits and to restore the Minimum Funds Balance.

4.5 Personnel.

(a) Manager shall facilitate the transfer of existing employees of the Facilities to Manager's employment platform, if any, and shall provide such other qualified personnel as shall be deemed necessary for the successful operation, management, and maintenance of the Facilities. Owner shall approve the compensation of personnel through the Annual Plan.

(b) All persons hired by Manager to assist it in performing its duties and obligations set forth in this Agreement shall be direct employees of Manager. Manager shall be responsible for hiring, training, promoting, and supervising the work of the personnel. Manager shall retain the exclusive right to hire and terminate the personnel. Manager shall provide annual evaluations of all employees staffed at the Facilities, at a minimum. Such evaluations shall be standardized and provided in accordance with best employment practices. Manager shall train employees with supervisory responsibilities, or cause such employees to be trained, including but not limited to the Manager and various department heads, in human resources and employment best practices. This training at a minimum shall include such topics as performance management and terminations, corrective actions, social networking best practices and the do's and don'ts, harassment and discrimination, interviewing, and handling difficult employees/conflict resolution.

(c) Manager is responsible for the payment for all salary, payroll, overhead, employment taxes and benefits (including any amounts allocable to paid leave and COBRA coverage), in accordance with the Annual Plan, which costs shall be an Operating Expense. Manager shall be entitled to make such reimbursement from the account(s) established pursuant to Section 4.4 herein. Notwithstanding the foregoing, Manager shall be solely responsible for compliance with all laws, regulations and tax requirements relative to payroll and employment of its employees.

(d) Manager shall be an independent contractor and neither Manager nor its employees shall be considered employees of Owner for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, 401(k), any other employment-related benefits or payments and third-party liability claims. Manager shall retain sole and absolute discretion in the manner, method and means of carrying out its activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and Owner shall not be liable for any obligations incurred by Manager unless specifically authorized in writing or by the terms of this Agreement. Manager shall not act as an agent of Owner, ostensibly or otherwise, nor bind Owner in any manner, unless specifically authorized to do so in advance in writing or by the terms of this Agreement.

4.6 Accounting.

(a) Manager shall maintain separate and complete books and records in connection with its operation of the Facilities, which shall also be separate as to the Golf Facilities and the F&B Facilities. Charts of accounts and all accounting systems shall be maintained in accordance with ordinary accounting procedures and generally accepted governmental accounting principles (“GAAP”) and reviewed with Owner as requested. Financial statements will be prepared by Manager’s in-house Certified Public Accountants (“CPA”), or by such other person as approved by Owner. Manager acknowledges that it is aware that these books and records are subject to the provisions of Section 17.10 herein, as well as Owner’s public record retention policy.

(b) All accounting systems and software and/or licenses (as applicable), procedures and manuals and related materials utilized by Manager in providing services shall be and remain the exclusive property of Owner. Upon termination of this Agreement for any reason, whether in whole or in part, all source documents, work papers, financial statements relating to past periods, and other supporting documents associated with the portion of the services being terminated, shall be and remain the property of Owner and shall be transmitted to Owner promptly upon its request.

4.7 *Fees and Charges.*

(a) Manager shall establish, maintain, revise and administer, the overall charge structure of the Facilities, including, without limitation, membership fees, greens fees, golf cart rental fees, food and beverage charges, and charges for any other services provided at the Facilities. Notwithstanding the foregoing, all rates, fees, and charges proposed by Manager must be adopted by Owner in accordance with its Rules of Procedure and Chapter 190, *Florida Statutes*. Manager shall not increase rates, fees or charges in excess of Owner’s then-current rate structure as approved by the Board. In the event that Manager desires to increase rates, fees or charges above the then-current rate structure, it shall petition the Board in writing to promptly commence the actions necessary to undertake a ratemaking hearing, which actions shall not be unreasonably conditioned, denied or delayed by Owner.

(b) Manager shall demand, collect and receive all charges, payments, rentals, income, and all other revenues with regard to the Facilities, which shall be deposited into the Operating Accounts and utilized for the payment of Operating Expenses of the Facilities, as necessary.

4.8 *Purchasing and Vendor Services.*

(a) Manager shall enter into contracts or otherwise provide for the operation and maintenance of the Facilities, in Owner’s name, including but not limited to the furnishing of equipment leases, utilities (i.e. electricity, gas, water, cable, telephone, etc.), cleaning services, pest control services, facility maintenance services, landscape and turf maintenance services, irrigation maintenance services, pond maintenance services, and other utilities or services necessary for the operation and maintenance of the Facilities which shall all be an Operating Expense. Manager shall purchase, as an Operating Expense, all materials and supplies necessary for the operation and maintenance of the Facilities within the approved Annual Plan.

(b) Notwithstanding the foregoing, Owner’s written approval is required for any agreements: i) involving payments that exceed the budgeted amount reflected in the Budget by more than ten percent (10%), or ii) which are not terminable within ninety (90) days (the “**Material Agreements**”). In the event of termination of this Agreement which results in a termination fee for

any purchasing contracts or service agreements entered into consistent with this Agreement, the terminating party shall be responsible for the payment of any termination fees.

(c) Manager has entered into, or may in the future enter into, various national accounts with certain key vendors who may provide goods and services to the Facilities at substantial discounts which discounts will be for the benefit of Owner. In connection with these contracts, Manager may also receive various rebates from the vendors based on Manager's and Manager's affiliates annual purchases for all Facilities managed by Manager.

(d) All purchases and dispositions made by Manager will be in accordance with and subject to Owner's procurement and purchasing policies, including its Rules of Procedure, and subject to all requirements for procurement and purchases imposed by Florida law.

(e) Manager shall collect and cause to be paid and discharged for Owner, before delinquency, all sales and use taxes, charges and assessments, and other charges of a similar nature which may be levied or assessed against Owner in connection with the operation of the Facilities, and shall timely file all reports and returns related thereto with the appropriate governmental authorities. Notwithstanding the foregoing, Manager shall not be required to pay any income tax, franchise tax or similar tax of Owner.

4.9 Repairs and Maintenance. In accordance with the Annual Plan, and as set forth in the Budget or otherwise in accordance with this Agreement, Manager shall arrange for the making or installing, as an Operating Expense, of such alterations, repairs, decorations, or replacements to the Facilities (including but not limited to furnishings, machinery, or equipment) as Manager deems reasonable or necessary to operate and maintain the Facilities and to keep the Facilities in good repair. Additional alterations, repairs, decorations, or replacements of furnishing or equipment not set forth in the Budget must be approved in advance in writing by Owner.

4.10 Liquor and Restaurant Licenses. Manager shall coordinate with Owner to obtain new liquor and restaurant licenses for the Facilities. It is anticipated that Manager will hold such license(s). Manager shall cause all activities at the Facilities to be performed in accordance with all applicable laws, rules and regulations governing the sale and service of food and alcoholic beverages at the Facilities, as well as Manager's obligation to pay any and all fees and charges on behalf of Owner. Manager shall require all employees selling food and/or beverages at the Facilities to undertake the applicable ServSafe training program(s). Owner shall cooperate and assist Manager as necessary in connection therewith. Upon termination of this Agreement, whether in whole or in part, Manager shall take all such actions as may be reasonably required to relinquish all rights and interests in such license(s), as applicable, to Owner and/or a successor manager of the Facilities.

4.11 Marketing.

(a) Manager shall create, direct, and implement an annual marketing plan for the Facilities. The marketing plan will include, at a minimum, a market analysis, a summary of golf programs to include rates, membership structure, and strategies for increasing acquisition, engagement and yield with the purpose of achieving the budgeted financial goals and other marketing-related plans and goals for the Facilities.

(b) Manager shall, as an Operating Expense as part of the approved Annual Plan and Budget, obtain and manage and ensure compliance with all federal, state and local laws, including but not limited to ADA accessibility requirements of WCAG 2.0 AA or higher:

- (i)** Marketing systems, including internet platforms (web site, e-mail, e-commerce), electronic tee sheet programs (reservation system, customer database, POS), credit card processing platforms, and branding materials (graphic design, collateral, photography);
- (ii)** Member acquisition programs, including advertising (print, electronic, display); direct marketing (direct mail, broadcast e-mail); promotional offers; and community and vendor partnerships and sponsorships;
- (iii)** Member retention programs, including special events and programs, promotional offers, and membership events and programs;
- (iv)** Sales programs, including outings, membership, and event sales management programs;
- (v)** Quality assurance programs, including customer surveying, ‘secret shopper’ on-site visits, and telephone sales calls;
- (vi)** Web site development, management and hosting (via the Billy Casper Digital Network);
- (vii)** Social media and online reputation management (via various third party and proprietary tools); and
- (viii)** Creative design services (via Manager’s in-house design firm).

4.12 Information Technology.

(a) Manager shall create, direct, and implement information technology (“IT”) functionality, in a safe and stable manner, for the Facilities and in compliance with all federal, state, and local laws, including but not limited to ADA accessibility requirements of WCAG 2.0 AA or higher:

- (i)** The hardware and software resources of an entire network that enable network connectivity, communication, operations and management of a computer environment. The entire network infrastructure is interconnected, and can be used for internal communications, external communications or both. The entire network infrastructure may include routers, switches, wireless routers, cables, network operations and management software, operating systems, firewall and network security applications, network connectivity (cable, T-1 Lines, DSL, satellite, wireless, IP addressing, etc.)
- (ii)** The electronic transmission of voice, fax, or other information between parties including the use of VoIP (voice over Internet Protocol) for the delivery of voice communications over the Internet. This includes voice, fax, SMS, and/or voice-messaging applications that are transported via a network.
- (iii)** Hardware and Software to include the physical components that make up a computer system and then the software that runs on those physical components.

- (iv) Virus and Malware Protection software designed to prevent viruses, worms and Trojan horses from getting onto a computer as well as remove any malicious software code that has already infected a computer.
- (v) Network Intrusion Protection software application that monitors network or system activities for malicious activities. Intrusion detection and prevention systems are primarily focused on identifying possible malicious incidents, logging information about them, and reporting attempts.
- (vi) Network Monitoring is the use of a system that constantly monitors the computer network for slow or failing components and notifies the network administrator (via email, SMS or other alarms) in case of outages.
- (vii) Manager will review the network and work with Owner as part of the start-up and transition process in order to determine necessary steps to achieve compliance with the Payment Card Industry Data Security Standards (“**PCI DSS**”) at the Facilities. PCI DSS is a set of requirements designed to ensure that all companies that process, store or transmit credit card information maintain a secure environment with focus on improving payment account security throughout the transaction process.

(b) There shall be a monthly support fee included in the Budget for the remote support of the IT services as referenced herein. If the issue cannot be resolved remotely and requires Manager’s corporate-based personnel to come on-site to the Facilities to remedy such issue, such services shall be paid an amount equal to One Hundred Dollars (\$100.00) per hour.

4.13 Chemicals. In providing the services set forth herein, Manager shall use approved and effective chemicals in strict compliance with all labeling provisions and state and federal environmental guidelines. Further, Manager shall take any action necessary to promptly comply with any and all orders or requirements affecting the Facilities placed thereon by any governmental authority having jurisdiction. However, Manager shall not take any action under this paragraph if Owner is contesting or has affirmed its intention to contest any such order or requirement. Manager shall promptly and in no event within more than forty-eight (48) hours notify Owner in writing of all such orders or requirements.

4.14 Hazardous Materials, Toxic Wastes, and Asbestos. Except with respect to any conditions existing as of the date of this Agreement, if during the term of this Agreement, Manager becomes aware of the existence of hazardous materials or wastes, toxic substances or wastes, petroleum or petroleum based products, asbestos or asbestos-bearing materials and the like (hereinafter collectively referred to as the “**Hazardous Materials**”) at, in, on, or under the Facilities in violation of applicable law, Manager shall immediately notify Owner of the condition, both orally and in writing, and in any event Manager shall not allow any such Hazardous Materials to be brought onto the Facilities in violation of applicable law; provided however that properly containerized Hazardous Materials that are typically used in connection with food and beverage operations may be brought onto the Facilities property for use in the operations of the Facilities property and in strict compliance with all applicable environmental laws. Owner shall exclusively determine such further course of action with respect to such Hazardous Materials. Manager shall not supervise or oversee

any work involving remediation of any hazardous or potentially Hazardous Materials unless specifically hired by Owner, with the written approval of Owner, to do so pursuant to a separate agreement between Owner and Manager and, unless otherwise expressly agreed in writing, Manager shall not be entitled to any fee with respect to any such work done at the Facilities. Manager shall always use its good faith commercially reasonable efforts to prevent and detect the occurrence or existence of any Hazardous Materials at the Facilities in violation of applicable laws.

4.15 *Compliance with Laws.* Manager shall comply with and cause all third party actions within its control to be done in and about the Facilities in compliance with all applicable recorded declarations and restrictive covenants, statutes, ordinances, laws, rules, regulations, or orders of any governmental or regulatory agency, subject in all respects to any pre-existing condition(s) that may limit or impair Manager's ability to cause the Facilities to comply. Manager shall obtain and maintain any and all licenses, permits and other authorizations required under applicable law or any applicable federal, state or municipal authority for performance of its obligations hereunder, subject in all respects to any pre-existing condition(s) that may limit or impair Manager's ability to obtain such licenses, permits and other authorizations, as to which conditions Manager notifies Owner in writing promptly after becoming aware thereof.

4.16 *Ownership.*

(a) Any on-site equipment or systems purchased or leased on behalf of Owner shall be and remain property of Owner. Upon termination of this Agreement, whether in whole or in part, and payment to Manager of all sums not in dispute and therefore due and owing to Manager by Owner, Manager shall transfer all policies and procedures manuals relative to such equipment or systems to Owner, along with all goods and services purchased pursuant to this Agreement, which shall accurately reflect all the current policies and procedures. Owner recognizes the potentially proprietary nature of such documents and agrees that they shall only be utilized in connection with the operation of the Facilities. Manager will also transfer to Owner all computer passwords, contracts, warranties, keys, account numbers and other items necessary for Owner to continue the uninterrupted operation of the Facilities. Furthermore, Manager shall ensure that all agreements or other documents entered into on behalf of Owner pursuant to this Agreement are assignable and do not carry a cancellation or assignment fee, unless Owner has approved such fees in advance.

(b) All intellectual property (excluding patents), documents or data developed or compiled in the performance of this Agreement or in Manager's operation, management or maintenance of the Facilities, and all records relating thereto, including, without limitation, all drawings, maps, schematics, specifications, reports, summaries, photographs, memoranda, notes, calculations, manuals, and computer-based data regarding the Facilities or its membership, and other similar documents and information (hereinafter, "**Work Product**"), shall be deemed "works made for hire" and the sole and exclusive property of Owner. Manager hereby assigns to Owner all right, title, and interest it has or claims to have, if any, in any and all such Work Product and shall turn over to Owner all Work Product at the termination of this Agreement as to such portion of the Agreement so terminated .

5. OPERATING EXPENSES. Manager shall pay all Operating Expenses for the Facilities on behalf of Owner from the Operating Accounts.

6. MANAGER COMPENSATION.

6.1 Management Fee. For its services hereunder, Manager shall be paid a management fee (the “**Management Fee**”) of Eight Thousand Dollars (\$8,000) per month. Commencing on October 1, 2020, and for each subsequent year of the Term of this Agreement, the Management Fee shall increase by an amount equal to three percent (3%) over the fee imposed in the immediately preceding year. Further, in the event of a termination of a portion of this Agreement, such fee shall be modified as set forth in Section 12.2 herein.

6.2 Incentive Fee.

(a) Incentive Fee for Golf Operations. In addition to the Management Fee, commencing Fiscal Year 2020, and for each full Fiscal Year thereafter, Manager is entitled to receive an amount that is equal to ten percent (10%) of the amount that actual Operating Revenues for that year relative to the operation of the Golf Facilities exceed the amount estimated by Manager for such year as set forth in the annual Budget approved by the District (the “**Golf Incentive Fee**”). The Golf Incentive Fee will also be based on “Golf Service Performance” ratings provided by the Golf Advisory Committee, approved by the Board. The Golf Advisory Committee shall meet quarterly to discuss Manager’s progress, and shall rate Manager annually based on the Golf Service Performance criteria included as **Exhibit B** to this Agreement.

- (i)** For each Fiscal Year, the Golf Incentive Fee earned shall be adjusted by the approved Golf Service Performance ratings received by Manager. Any rating between ninety percent (90%) and one hundred percent (100%) shall entitle Manager to the entirety of the eligible Golf Incentive Fee payment. In the event that Manager receives a rating below ninety percent (90%), the calculated Golf Incentive Fee payment for that year shall be multiplied by the Golf Service Performance rating to determine the amount payable for such year. A rating below seventy-five percent (75%) will not qualify for an Golf Incentive Fee payment.
- (ii)** For example: Manager’s Fiscal Year 1 Budget projects Operating Revenue relative to operation of the Golf Facilities of \$1,300,000, and the actual revenues for the Fiscal Year are \$1,500,000. Manager would be eligible to earn 10% of \$200,000, for a total incentive of \$20,000. If Manager received a Golf Service Performance rating of 90%-100%, it is entitled to receive a Golf Incentive Fee of \$20,000. If Manager received a Golf Service Performance rating of 80%, it is entitled to receive a Golf Incentive Fee of \$16,000 (80% of \$20,000). If Manager received a Golf Service Performance Rating of 70%, Manager would not be entitled to a Golf Incentive Fee for that Fiscal Year.

(b) F&B Incentive Fee. In addition to the Management Fee, commencing Fiscal Year 2020, and for each full Fiscal Year thereafter, Manager is entitled to receive an amount that is equal to ten percent (10%) of the amount that actual Operating Revenues for that year relative to the operation of the

F&B Facilities exceed the amount estimated by Manager for such year as set forth in the annual Budget approved by the District (the “**F&B Incentive Fee,**” and collectively with the Golf Incentive Fee, the “**Incentive Fee**”). The F&B Incentive Fee will also be based on “F&B Service Performance” ratings provided by the F&B Advisory Committee, approved by the Board. The F&B Advisory Committee shall meet quarterly to discuss Manager’s progress, and shall rate Manager annually based on the F&B Service Performance criteria included as **Exhibit C** to this Agreement.

- (i) For each Fiscal Year, the F&B Incentive Fee earned shall be adjusted by the approved F&B Service Performance ratings received by Manager. Any rating between ninety percent (90%) and one hundred percent (100%) shall entitle Manager to the entirety of the eligible F&B Incentive Fee payment. In the event that Manager receives a rating below ninety percent (90%), the calculated F&B Incentive Fee payment for that year shall be multiplied by the F&B Service Performance rating to determine the amount payable for such year. A rating below seventy-five percent (75%) will not qualify for an F&B Incentive Fee payment.
- (ii) For example: Manager’s Fiscal Year 1 Budget projects Operating Revenue relative to operation of the F&B Facilities of \$300,000, and the actual revenues for the Fiscal Year are \$500,000. Manager would be eligible to earn 10% of \$200,000, for a total incentive of \$20,000. If Manager received an F&B Service Performance rating of 90%-100%, it is entitled to receive an F&B Incentive Fee of \$20,000. If Manager received an F&B Service Performance rating of 80%, it is entitled to receive an F&B Incentive Fee of \$16,000 (80% of \$20,000). If Manager received an F&B Service Performance Rating of 70%, Manager would not be entitled to an F&B Incentive Fee for that Fiscal Year.

(c) Notwithstanding the foregoing, the aggregate Incentive Fee earned by Manager in any Fiscal Year shall not exceed fifty percent (50%) of the Management Fee paid to Manager for that Fiscal Year.

6.3 *Reimbursement of Travel Expenses.*

(a) Within the first ninety (90) days of the Effective Date of this Agreement, Manager shall be reimbursed for all reasonable travel-related expenses, including airfare, automobile (mileage reimbursement or rental car), lodging, and meals, relative to services provided by its IT, Human Resources, and Regional Support corporate-based employees in connection with the start-up and transition of the Facilities to Manager; provided, however, that Owner shall only be responsible for travel arising from requests of Owner. Manager shall provide documentation of all expenses in a form acceptable to Owner. Such reimbursement shall not exceed Five Thousand Dollars (\$5,000) which amount shall be included in the Budget for Fiscal Year 2020 as an Operating Expense.

(b) On and after ninety (90) days of the Effective Date of this Agreement, Manager's corporate-based employees shall be reimbursed for all reasonable travel-related expenses, including airfare, automobile (mileage reimbursement or rental car), lodging, and meals, in connection with its services hereunder. Manager shall provide documentation of all expenses in a form acceptable to Owner. Any expenses that are attributable to golf or restaurant facilities of Manager in addition to the Facilities shall be appropriately prorated among such facilities benefited by the travel. Such reimbursement shall not exceed Six Thousand Dollars (\$6,000) per Fiscal Year and shall be included in the Budget as an Operating Expense.

6.4 Payment of Management Fee and Incentive Fee. Both the Management Fee and the Incentive Fee shall be considered Operating Expenses of the Facilities. Manager agrees to issue monthly invoices for the Management Fee and annual invoices for the Incentive Fee which shall be sent to Owner at the address set forth herein no later than the fifth (5th) day of the next succeeding month. Owner shall pay Manager within thirty (30) days of receipt of such an invoice or otherwise in accordance with the Chapter 218, *Florida Statutes*.

7. FINANCIAL REPORTING.

7.1 Monthly Financial Statements. Commencing as of the Commencement Date and continuing through the month after the conclusion of this Agreement, Manager shall furnish and deliver complete financial statements, including balance sheets, income statements, cash flow statements, and back reconciliations within twenty (20) days of the end of the month, along with a written summary of Manager's actions and results relative to the Annual Plan as is reasonably necessary to inform Owner of the status of the affairs of the Facilities. Manager shall additionally supply Owner with any additional reports during the month as may be requested. Separate financial statements should be provided for the Golf Facilities and the F&B Facilities.

7.2 Annual Reports. After the end of each of Owner's Fiscal Years, Manager shall deliver to Owner a balance sheet of the Facilities as of the end of such year, a statement of income and expenses, and a statement of any changes in the financial position of the Facilities for such year in form satisfactory to Owner. This information shall be provided by Manager to Owner within forty-five (45) days of the end of Owner's Fiscal Year. A separate annual report should be provided for the Golf Facilities and the F&B Facilities. Owner may, at Owner's expense, request an audited or reviewed financial statement prepared by a CPA designated by Owner.

7.3 Access to Books and Records. Upon reasonable advance notice by Owner to Manager, Manager shall permit Owner, its accountants, attorneys and agents to examine and make copies of the books and records of the Facilities during normal business hours. If as a result of any such examination, it is discovered that Manager has misstated the Incentive Fee payable hereunder, Manager or Owner, as the case may be, shall promptly pay to the other any sum shown to be payable by the other as a result of such examination.

8. REPRESENTATION AND WARRANTIES.

8.1 Manager's Representations and Warranties.

(a) Manager is a Virginia limited liability company duly formed, validly existing and in good standing under the laws of the state of its formation and is authorized to conduct business in Florida, and with full power and authority to execute, deliver and perform this Agreement.

(b) The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Manager.

(c) This Agreement constitutes a legal, valid and binding agreement of Manager, enforceable against Manager in accordance with its terms, except as limited by bankruptcy, insolvency, receivership and similar laws from time to time in effect.

8.2 Owner's Representations and Warranties.

(a) Owner is a "community development district" validly existing under Chapter 190, *Florida Statutes*, and in good standing under the laws of the State of Florida and is authorized to conduct business in Florida, and with full power and authority to execute, deliver and perform this Agreement.

(b) The execution, delivery and performance of this Agreement have been duly authorized by all necessary actions of Owner.

(c) This Agreement constitutes a legal, valid and binding agreement of Owner, enforceable against Owner in accordance with its terms, except as limited by bankruptcy, insolvency, receivership and similar laws from time to time in effect.

(d) As of October 1, 2019, or some earlier or later date as may be identified in writing by the Owner as it relates to the Golf Facilities and as of the Effective Date as it relates to the F&B Facilities, Owner has good, marketable and indefeasible fee simple interest to the real property comprising the Facilities, free and clear of all liens, claims and encumbrances of any nature, except for those currently recorded against such property.

(e) To the best of Owner's knowledge, there are no and have not been any Hazardous Materials on or within any of the Facilities, nor have any waste disposal activities been conducted on or from the Facilities in violation of applicable laws. To the best of Owner's knowledge, there are not (i) any violations of, or (ii) any existing, pending, or threatened investigation or inquiry by any governmental authority pursuant to, or (iii) any remedial obligations required under, any environmental laws concerning the real property comprising the Facilities.

9. INSURANCE.

9.1 Rating of Insurance Companies. All insurance policies provided for under this Section 9 shall be issued by insurance companies that have sound financial strength and maintain a rating of A VIII in Am Best's Key rating guide, or equivalent.

9.2 Procurement of Insurance Policies.

(a) Manager shall procure and maintain, as an Operating Expense as part of the Approved Annual Plan and Budget, the insurance policies covering the Facilities set forth in the attached **Exhibit "A,"** which is incorporated herein by this reference. Prior to the Commencement Date, Owner shall

provide Manager with all necessary information to enable Manager to procure the set forth herein. Such policies may be procured and maintained through Manager's comprehensive insurance program, provided the policies within such program otherwise comply with all of the requirements set forth in herein. All insurance procured by Manager shall be written in the name of Manager with Owner named as an additional insured thereon except for worker's compensation insurance and any other insurance with respect to which Manager shall procure based upon Manager employing the personnel at the Facilities.

(b) As the procurement and maintenance of the insurance coverage set forth herein is an Operating Expense, such policies intended to be procured and maintained shall be required to be deemed acceptable by the Owner's Representative, which shall not be unreasonably withheld, conditioned, or delayed.

(c) Certificates of insurance shall be delivered to Owner at least thirty (30) days prior to the Commencement Date at the addresses shown in Section 16 herein, and all insurance policies shall be renewed (or replaced, as applicable) prior to their respective expiration dates.

(d) All such policies of insurance shall also be endorsed specifically to the effect that such policies shall not be canceled or materially changed without at least thirty (30) calendar days' prior written notice to Owner. Each policy shall provide that the insurer shall not have any rights of subrogation to any claim which either party hereto may have or may acquire against the other. Neither Owner nor Manager shall have any claim against the other with respect to the failure of any insurance carrier to provide the coverage or protection placed with such carrier as contemplated by this Agreement.

(e) Notwithstanding such insurance coverages procured by Manager on Owner's behalf, Owner shall retain the risk of loss relative to the Facilities.

10. FORCE MAJEURE; CONDEMNATION; FIRE AND OTHER CASUALTY.

10.1 If all or any portion of the Golf Facilities is destroyed by fire, flood, high winds, or other casualty, or taken by eminent domain, such damage, destruction, or condemnation shall not be a cause for termination of that portion of this Agreement hereunder by either party unless such damage or destruction results in the whole or a substantial part of the Golf Facilities being unusable for its intended purpose for a period of one (1) year or longer or, in the case of such total or substantial damage or destruction, Owner (or its successor or assign) shall decide not to rebuild the damaged portion of the Golf Facilities. In any such event, the portion of this Agreement relating to the Golf Facilities shall terminate on written notice of such occurrence from Owner and neither party shall have any further rights or obligations hereunder.

10.2 If all or any portion of the F&B Facilities is destroyed by fire, flood, high winds, or other casualty, or taken by eminent domain, such damage, destruction, or condemnation shall not be a cause for termination of that portion of this Agreement hereunder by either party unless such damage or destruction results in the whole or a substantial part of the F&B Facilities being unusable for its intended purpose for a period of one (1) year or longer or, in the case of such total or substantial damage or destruction, Owner (or its successor or assign) shall decide not to rebuild the damaged portion of the F&B Facilities. In any such event, the portion of this Agreement relating to the F&B Facilities shall terminate

on written notice of such occurrence from Owner and neither party shall have any further rights or obligations hereunder.

11. TRADENAMES.

11.1 Facilities Tradename. During the Term, the Golf Facilities and the F&B Facilities shall each be known by such tradenames as may from time to time be determined by Owner (the “**Facilities Tradename**”) and Owner grants to Manager a non-exclusive license to identify, market, and operate the Facilities under the Facilities Tradename, which license shall expire upon the termination or expiration of this Agreement. Manager acknowledges that the Facilities Tradename and the trademarks and/or service marks “Arlington Ridge Golf Club” “Chesapeake Bay Grill, Chatham’s, and the Village Tavern are and shall continue to be the sole property of Owner, together with any other names, service marks, trademarks, slogans, logos, designs or the like owned by Owner or created by Owner during the Term and are now or hereafter used in the ownership of the Facilities (collectively, “**Owner Marks**”). Manager shall not acquire any right, title or interest of any kind or nature whatsoever in or to the Owner Marks or the goodwill associated therewith.

11.2 Billy Casper Golf Tradename. Owner acknowledges that the trademark and/or service mark “Billy Casper Golf” is and shall continue to be the sole property of Manager, together with any other names, service marks, trademarks, slogans, logos, designs or the like owned by Manager or created by Manager during the Term and are now or hereafter used in the management and operation of the Facilities or any unaffiliated golf facilities of Manager (collectively, “**Billy Casper Marks**”). Manager may identify the Golf Facilities as a golf facility managed and operated by Manager and may identify the F&B Facilities as restaurant facilities managed and operated by Manager, and shall use the Billy Casper Marks in such locations at the Facilities as reasonably determined by Manager. Owner shall not contest Manager’s unrestricted and exclusive ownership of the Billy Casper Marks or its right to grant others licenses to use the Billy Casper Marks and Owner shall not acquire any right, title or interest of any kind or nature whatsoever in or to the Billy Casper Marks or the goodwill associated therewith.

12. TERMINATION.

12.1 In consideration of the significant amount of time and resources to be incurred by Manager in commencing the services set forth in this Agreement, Owner may not terminate any portion of this Agreement within eighteen (18) months of the Effective Date. Thereafter, Owner or Manager may elect to terminate this Agreement, whether relating solely to the Golf Facilities, solely to the F&B Facilities, or in its entirety, without cause by providing one-hundred twenty (120) days written notice to the other Party. The parties agree to make a full and complete accounting to each other relative to any unpaid amounts due to each other within thirty (30) days following the final date of performance by the parties under this Agreement.

12.2 In the event of a partial termination of this Agreement by Owner (i.e. termination of either the portion of the services relating to the Golf Facilities or the entirety of the F&B Facilities subject to Section 12.3 herein, but not both), the Management Fee to be charged to Owner after such partial termination shall be Five Thousand Dollars (\$5,000) per month for the continued operation of the Golf Facilities, and shall be Four Thousand Dollars (\$4,000) per month for the continued operation of the entirety of the F&B Facilities, as applicable.

12.3 Notwithstanding the foregoing, either party may terminate the portion of the Agreement relative to Manager's operation of Chatham's (without terminating the Agreement relative to the Golf Facilities or the remainder of the F&B Facilities) without penalty pursuant to the notice provisions set forth in Section 12.1 herein. In such event, the Management Fee shall be reduced from the amount set forth in Section 6.1 herein by Five Hundred Dollars (\$500).

13. EVENTS OF DEFAULT.

13.1 By Owner. With respect to Owner it shall be an event of default ("Event of Default") hereunder, if any of the following shall occur other than as an outcome or result of litigation (in which case any of the following shall be an event of termination rather than an event of default):

(a) If, upon thirty (30) days' written notice, Owner shall fail to make or cause to be made a reimbursement of the Minimum Funds Balance as required by Section 4.4(b) herein; or

(b) If, upon sixty (60) days' written notice, Owner shall fail to make or cause to be made any payment to Manager required to be made hereunder; or

(c) If Owner shall fail to keep, observe or perform a material agreement, term or provision of this Agreement to be kept, observed or performed by it, and such default shall continue for a period of sixty (60) days after written notice thereof has been provided by Manager to Owner. In the event Manager seeks to avail itself of the rights and obligations set forth herein, the written notice must make specific reference to this Section 13.1(c). Moreover, any notice by Manager to Owner shall clearly specify the nature of the alleged default. If the default is incapable of being cured within sixty (60) days, this Agreement shall not terminate so long as Owner has commenced and is diligently pursuing a cure. Evidence of such cure and its diligent pursuit shall be provided from Owner to the reasonable satisfaction of Manager; or

(d) Owner's insolvency; or

(e) The filing by Owner in any court of a petition in bankruptcy, receivership, re-organization or for respite.

13.2 By Manager. With respect to Manager, it shall be an Event of Default hereunder:

(a) If any of Managers' officers or agents are involved in the theft or embezzlement of personal property or money or are involved in any other criminal activity at the Facilities or any actions of Manager endanger the health, safety or welfare of Owner or its residents and guests; or

(b) If Manager shall fail to keep, observe or perform a material agreement, term or provision of this Agreement to be kept, observed or performed by it and such default should continue for a period of thirty (30) days after written notice thereof has been provided to Manager by Owner. In the event Owner seeks to avail itself of the rights and obligations set forth herein, the written notice must make specific reference to this Section 13.2(b). Moreover, any notice by Owner to Manager shall clearly specify the nature of the alleged default. If the default is incapable of being cured within thirty (30) days, this Agreement shall not terminate so long as Manager has commenced and is

diligently pursuing a cure. Evidence of such cure and its diligent pursuit shall be provided from Manager to the reasonable satisfaction of Owner; or

(c) Manager's insolvency; or

(d) The filing by Manager in any court of a petition in bankruptcy, receivership, re-organization or for respite.

14. REMEDIES UPON DEFAULT.

14.1 Remedies of Manager. If any Event of Default by Owner shall occur, Manager may, in addition to any other remedy available to it in law or equity if such termination is on account of the occurrence of an Event of Default) forthwith terminate this Agreement and remove from the Facilities, Manager and all of its employees. In such event, Manager shall be entitled to receive payment for all accrued amounts due to Manager pursuant to the terms hereof that remain unpaid. Notwithstanding the foregoing, if any Event of Default by Owner shall occur within eighteen (18) months of the Effective Date, in addition to the payment of any accrued but unpaid amounts due to Manager, Owner shall also be required to remit a default penalty in the amount of Sixty Thousand Dollars (\$60,000) in consideration of the significant amount of time and resources to be incurred by Manager in the commencement of the services set forth in this Agreement. In order to facilitate the terms of this provision, the parties agree to make a full and complete accounting to each other relative to any unpaid amounts due within thirty (30) days following the date of termination of this Agreement due to an Event of Default. After such final payment is made, neither party shall have further obligations whatever under this Agreement, except pursuant to the indemnity provisions of Section 15 herein.

14.2 Remedies of Owner. If any Event of Default by Manager shall occur, Owner may, in addition to any other remedy available to it in law or equity on account of such Event of Default, forthwith terminate this Agreement. In the case of an Event of Default by Manager, Owner shall be entitled, but not obligated, to require Manager to continue to perform its obligations pursuant to this Agreement for a period up to ninety (90) days, during which time, Manager shall be entitled to all payments to which it is entitled pursuant to this Agreement. Further, in the Event of Default by Manager, Owner shall be entitled to receive payment of all unpaid amounts due to Owner pursuant to the terms hereof, and neither party shall have any further obligation whatever, under this Agreement, except pursuant to the indemnity provisions of Section 15 herein.

14.3 Attorney's Fees. If either party hereto brings any action because of any Event of Default hereunder, the substantially non-prevailing party agrees to pay all costs and fees, including attorney's fees, paralegal fees, and expert witness fees incurred by the substantially prevailing party in connection with such action.

14.4 Rights Cumulative; No Waiver. No right or remedy herein conferred upon or reserved to either party hereto is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of an Event of Default hereunder. The failure of either party hereto to insist any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with

respect to subsequent defaults. Every right and remedy given by this Agreement to the parties hereof may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

15. INDEMNIFICATION.

15.1 By Manager. Manager agrees to indemnify, defend and hold harmless Owner and its supervisors, officers, employees, and staff, and their respective successors and assigns (collectively, the “**Owner Indemnitees**”), from and against any and all claims, liabilities, suits, causes of action, losses, damages, fines, penalties, liens, costs and expenses, including, without limitation, claims for personal injury, death, or property damage of any kind, and the reasonable fees and disbursements of counsel, consultants and other advisors incurred by any Owner Indemnitee (collectively, the “**Losses**”), related to or arising directly or indirectly out of or in connection with (a) Manager’s failure to conduct, supervise and manage the day-to-day operations of the Facilities, including, but not limited to the golf course, the pro shop, the food and beverage facilities and all related facilities; (b) matters arising from the negligence or willful misconduct or acts or omissions of Manager; (c) Manager’s failure to perform, or Manager’s breach of, any other covenant, obligation or undertaking of Manager set forth herein or reasonably inferred as a responsibility of Manager; or (d) any Owner Indemnitee defending any third-party claim alleging the occurrence of facts or circumstances that, if true, would entitle any Owner Indemnitee to indemnification hereunder.

15.2 By Owner. Owner agrees to indemnify and hold harmless Manager and its members, managers, directors, officers, and employees, and their respective successors and assigns (collectively, the “**Manager Indemnitees**”), from and against any and all Losses related to or arising directly or indirectly out of or in connection with Owner’s failure to perform, or Owner’s breach of, any material covenant, obligation or undertaking of Owner set forth herein. Notwithstanding the foregoing, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of Owner beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

16. NOTICES. Any and all notices, consents, or directives by either party intended for the other shall be sent by registered or certified mail, return receipt requested, or by recognized overnight courier to the following address, unless either party shall have designated a different address by serving written notice of change of address on the other party by registered or certified mail.

Owner: Arlington Ridge Community Development District
135 West Central Boulevard, Suite 320
Orlando, Florida 32801
Attn: George Flint

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Jennifer Kilinski

Manager: Billy Casper Golf, LLC

12700 Sunrise Valley Drive, Suite 300
 Reston, VA 20191
 Attention: Legal Department

With copy to:

Moore & Lee, LLP
 1751 Pinnacle Drive, Suite 1100
 McLean, Virginia 22102
 Attn: Charlie C.H. Lee or Kristen Bennett

17. MISCELLANEOUS. Owner and Manager agree as follows:

17.1 *Amendment.* This Agreement may be amended upon the execution of a written amendment (or addendum) hereto by both parties.

17.2 *Entire Agreement.* This Agreement sets forth the entire agreement of the parties hereto and cannot be changed or modified except by another agreement in writing signed by the party sought to be charged therewith or by its duly authorized agent.

17.3 *Non-Assignability.* This Agreement cannot be assigned, encumbered or subcontracted by either party without the prior written consent of the other party, which consent shall not unreasonably be withheld, provided, however, that Manager as an entity may without Owner's consent perform some of all of its obligations hereunder through its parent companies, their subsidiaries or affiliates, provided there is no adverse impact on the operation of the Facilities or the Annual Plan.

17.4 *Executed Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original.

17.5 *Captions.* The captions of various of the provisions of this Agreement are included for convenience only and are in no way to be construed as part of this Agreement or as a limitation upon the scope of the particular provisions to which they refer.

17.6 *Successor and Assigns.* This Agreement and all the provisions hereof shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

17.7 *Governing Law and Venue.* This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The parties hereto expressly and irrevocably consent to the jurisdiction of the Lake County, Florida Courts for the purpose of litigation or dispute resolution regarding enforcement of rights described in this Agreement.

17.8 *Severability.* If any of the provisions of this Agreement shall be construed to be illegal or invalid, such construction shall not affect the legality or validity of any of the other provisions hereof, and the illegal. Or invalid provisions hereof shall be deemed stricken and deleted from this Agreement to the same extent as of never incorporated herein, but all other provisions hereof shall remain in full force and effect.

17.9 No Third-Party Beneficiaries. It is the intention of the parties to this Agreement that no third party shall have the benefit of or any rights under any of the provisions hereof.

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

IF MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MANAGER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT 407-841-5524, GFLINT@GMSCF.COM, OR 135 WEST CENTRAL BOULEVARD, SUITE 320, ORLANDO, FLORIDA 32801.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year first above written.

OWNER:

**ARLINGTON RIDGE COMMUNITY
DEVELOPMENT DISTRICT**

Secre _____ JJ _____

By: _____
on orrich
Title: Chairman, Board of Supervisors

MANAGER:

BILLY CASPER GOLF, LLC,
a Virginia limited liability company

Witness Name: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year first above written.

OWNER:

ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT

Secretary

Name: Ron Worrich
Title: Chairman, Board of Supervisors

MANAGER:

BILLY CASPER GOLF, LLC,
a Virginia limited liability company


Witness Name: I Cooper


Name: Michael K. Cutler
Title: Senior Vice President


Witness Name: Cooper



Name: R. Alexander E
Title: President

EXHIBIT "A"**SCHEDULE OF REQUIRED INSURANCE****I. Property and Business Interruption Insurance.**

A. Owner shall provide all risk property insurance for the full replacement value covering physical loss or damage to all buildings and improvements now existing or hereafter erected which constitute the Facilities, which shall include extended coverage against such perils of fire, lightning, windstorm, collapse, and sprinkler leakage. Such policy shall also provide **(a)** comprehensive boiler and machinery coverage, including pressure vessels, air tanks, boilers, machinery pressure piping, heating, air conditioning, and **(b)** earthquake coverage, if applicable and available at commercially reasonable rates in the region where the Facilities are located. Such policy shall also cover all equipment, fixtures, motors, machinery, furnishings and furniture installed and owned or leased by Owner and used in connection with the Facilities or with the buildings and improvements upon or above the real property comprising the Facilities, including all alterations, rebuilding, replacements and additions thereto (as hereinafter defined) at the option of Owner. If any insurer, or any governmental agency or authority having jurisdiction over the Facilities, shall at any time require that the foundations be insured in order to relieve the insured from the responsibility as a co-insurer or for any other purpose, the obligations with respect to insurance herein shall henceforth be increased to the extent so required.

B. Owner shall provide business Interruption Insurance providing coverage as part of the property insurance policy that is mutually satisfactory to Manager and Owner.

II. Liability Insurance.

Manager shall provide the following:

A. Commercial general liability insurance against claims for bodily injury, death, property damage and sexual abuse and molestation occurring on, in or about the Facilities; Employee Benefits Liability insurance with a combined single limit for each occurrence involving personal injury, death or property damage (including any loss of use resulting therefrom) in an amount not less than that generally provided with respect to the Facilities, but in no event shall the limits of such coverage be less than One Million Dollars (\$1,000,000) per location and per single occurrence and Two Million Dollars (\$2,000,000) in the aggregate per location. For the avoidance of doubt, this policy shall be a location based policy.

B. Liquor liability insurance having coverage terms at least as broad as those found in standard ISO forms. Such policy shall have an aggregate limit of at least One Million Dollars (\$1,000,000) per single occurrence and in the aggregate. Upon consent of Owner, which shall not be unreasonably withheld, Manager shall be entitled, from time to time, to designate such higher limits. In the event that Manager, or an affiliate of Manager, holds the liquor license for the Facilities, Manager shall be the named insured (and Owner shall be an additional insured) with respect to the foregoing insurance coverage.

C. Automobile liability insurance on vehicles operated in conjunction with the Facilities against claims for damages on owned vehicles, non-owned vehicles, and uninsured motorist coverage (where required by statute), with a combined single limit for each occurrence involving personal injury, death or property damage (including any loss of use resulting therefrom) in an amount not less than that generally provided with respect to other golf course and food and beverage facilities managed by Manager, but in no event shall the limits of such coverage be less than One Million Dollars (\$1,000,000) per occurrence.

D. Umbrella liability insurance with limits of not less than Ten Million Dollars (\$10,000,000) per single occurrence and in the aggregate.

E. Pollution insurance policy (including, but not limited to Herbicide and Pesticide coverage) with a limit of not less than One Million Dollars (\$1,000,000) per single occurrence, including coverage for on-site and off-site clean up as well as third party coverage for on-site and off-site third party claims for bodily injury and property damage.

F. Privacy liability insurance covering employee and member/guest data with limits as determined by Manager and Owner. This coverage does not apply to computers at Facilities not on Manager's network or networks managed by Manager.

III. Workers Compensation and Employer's Liability

A. Workers' compensation and Employer's liability insurance as may be required under applicable laws covering all of Manager's, or an affiliate of Manager's, employees that are employed at the Facilities.

B. Comprehensive crime insurance covering Manager employee theft and dishonesty with a limit of at least One Million Dollars (\$1,000,000) per occurrence.

C. Employment practices liability insurance covering Manager employees with a limit of at least One Million Dollars (\$1,000,000) per occurrence.

EXHIBIT B**ANNUAL GOLF SERVICE PERFORMANCE MEASUREMENTS**

CATEGORY/OBJECTIVES	MEASURE/STANDARD	WEIGHT
Customer Service Providing a quality product with timely and accurate customer service, delivering quality events, and providing timely and regular staff training.	<p>1. <i>Secret Shopper score with the goal of achieving a minimum average score of 85% on all measures.</i></p> <p>Manager will receive all 20 points if goal is met; Manager will receive prorated points for scores less than 85%.</p> <p>2. <i>Assess customer service satisfaction through surveys and comment cards with the goal of achieving a minimum average score of 85% on all measures.</i></p> <p>Manager will receive all 20 points if goal is met; Manager will receive prorated points for scores less than 85%.</p>	1. 20 points 2. 20 points
Golf Course Maintenance Maintaining the health of ARGC, its aesthetic beauty, and playability as assessed by the playing community.	<p><i>Assess course condition satisfaction through surveys and comment cards with the goal of achieving a minimum average score of 85% on all measures.</i></p> <p>Manager will receive all 20 points if goal is met; Manager will receive prorated points for scores less than 85%.</p>	20 points
Golf Operations Maintaining an acceptable level of pace of play while increasing rounds played and maximizing potential revenue for ARGC.	<p>1. <i>Ensure Average Price per Opening ("APO") set forth in the Annual Plan and Budget are achieved.</i></p> <p>Manager will receive all 15 points if goal is met.</p> <p>2. <i>Ensure that play is held to the pace of play standard attributed to the ARGC by the Florida State Golf Association.</i></p> <p>Manager shall evaluate the pace of play quarterly and will receive all 10 points if goal is met.</p> <p>3. <i>Ensure new guest acquisition goals (#) set forth in Annual Plan are achieved.</i></p> <p>Manager will receive all 5 points if goal is met.</p> <p>4. <i>Ensure existing guest retention goals (#) set forth in Annual Plan are achieved.</i></p> <p>Manager will receive all 5 points if goal is met.</p> <p>5. <i>Ensure golf tournament goals (#) set forth in Annual Plan are achieved.</i></p> <p>Manager will receive all 5 points if goal is met.</p>	1. 15 points 2. 10 points 3. 5 points 4. 5 points 5. 5 points

EXHIBIT C**ANNUAL F&B SERVICE PERFORMANCE MEASUREMENTS**

CATEGORY/OBJECTIVES	MEASURE/STANDARD	WEIGHT
Customer Service Providing a quality product with timely and accurate customer service, delivering quality events, and providing timely and regular staff training.	<p>1. <i>Secret Shopper score with the goal of achieving a minimum average score of 85% on all measures.</i></p> <p>Manager will receive all 20 points if goal is met; Manager will receive prorated points for scores less than 85%.</p> <p>2. <i>Assess customer service satisfaction through surveys and comment cards with the goal of achieving a minimum average score of 85% on all measures.</i></p> <p>Manager will receive all 20 points if goal is met; Manager will receive prorated points for scores less than 85%.</p>	1. 20 points 2. 20 points
Restaurant Health and Safety Maintaining the health and safety of the F&B operations.	<p><i>Meet sanitation standards for Steritech inspections performed throughout the year.</i></p> <p>Manager will receive 100% of available points for a score from 0-6; will receive 90% of available points for a score of 7-12; will receive 80% of available points for a score of 13-18; will receive 70% of available points for a score of 19-24; and will receive 0 points for a score in excess of 25.</p> <p><i>Meet sanitation standards for each of the two Department of Business and Professional Regulation inspections¹ performed throughout the year.²</i></p> <p>Manager will receive 5 points for each DBPR inspection performed that receives less than 8 total violations so long as there are no more than 2 “high priority” violations and 0 violations which cause immediate closure of the F&B facilities.³</p>	1. 10 points 2. 10 points
F&B Operations Ensuring an efficient restaurant and catering operation while maximizing potential revenue for the F&B Facilities.	<p>1. <i>Ensure that Cost of Goods Sold remains at or below 35% for all food and beverage options.</i></p> <p>Manager will receive all 5 points if goal is met.</p> <p>2. <i>Ensure that Direct Labor Expenditures remain at or below 40%.</i></p> <p>Manager will receive all 5 points if goal is met.</p> <p>3. <i>Ensure that monthly sales goals for all food service and catering options (as set forth in the Budget included in the Annual Plan).</i></p> <p>Manager will receive 2.5 points for each month that goal is met for a total of 30 possible points annually.</p>	1. 5 points 2. 5 points 3. 30 points

¹ Does not include follow-up inspections.

² This metric shall not apply for the first DBPR inspection in FY 2020, and 5 points shall automatically be awarded to Manager for such inspection regardless of actual score.

³ Manager shall not be held responsible for the purposes of calculating compliance with this metric for those violations received relating to matters in which Manager has notified Owner that it needs funding to repair or remediate same, and such funding has not yet been provided by Owner or otherwise been timely made available to enable Manager to make such repairs or remediation in advance of the relevant DBPR inspection.

Subsection Civ g

Billy Casper, Amendment 1

FIRST AMENDMENT TO GOLF COURSE AND FOOD & BEVERAGE MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT (the "Amendment") is made and entered into the 13th day of *November, 2019* (the "Effective Date") by and between *Arlington Ridge Community Development District*, a local unit of special-purpose government organized pursuant to Chapter 190, *Florida Statutes* (the "Owner") and *BILLY CASPER GOLF, LLC*, a Virginia limited liability company, authorized to do business in Florida (the "Manager").

BACKGROUND

1. Owner and Manager have previously entered into that certain *Golf Course and Food & Beverage Management Agreement*, dated July 22, 2019 (hereinafter, the "Agreement") relative to Manager's provision of the management and operation of the District's golf course and food and beverage facilities (hereinafter, the "Facilities"); and
2. The Agreement provides that the Manager shall be solely responsible for procuring and/or obtaining all licenses and permits relative to the operation of the Facilities; and
3. The parties now desire for the District to procure and/or obtain certain of the licenses and permits relative to the operation of the Facilities as set forth in more detail herein; and
4. Section 17.1 of the Agreement provides that the Agreement may be amended upon the execution of a written amendment by both the Owner and the Manager; and
5. The parties accordingly desire to enter into this Amendment to set forth the terms thereof.

AGREEMENT

For and in consideration of the mutual covenants contained herein and other valuable consideration, the parties agree as follows:

1. **AMENDMENT OF AGREEMENT.** The Agreement is hereby amended to provide that the District shall be solely responsible for procuring and maintaining the following licenses and permits relative to the management and operation of the Facilities to the extent that they are required to operate same: i) alcoholic beverage licenses issued by the Department of Business and Professional Regulation Division of Alcoholic Beverages and Tobacco; ii) restaurant operating licenses issued by the Department of Business and Professional Regulation Division of Hotels & Restaurants; iii) local (city/county) occupancy permits; iv) local (city/county) business tax receipts; and v) resale tax certificates issued by the Department of Revenue. The Manager shall remain responsible for procuring and maintaining all other permits and licenses necessary for the operation of the Facilities.
2. **AFFIRMATION OF THE AGREEMENT.** The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties. Except as described in Section 1, nothing herein shall modify the rights and obligations of the parties under the Agreement. All of the remaining provisions remain in full effect and fully enforceable.

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

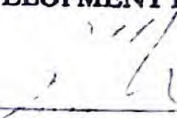
4. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Amendment.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year first above written.

OWNER:

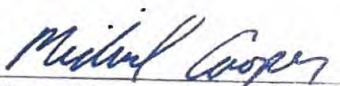
ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT

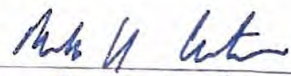

Secretary

By: 
Name: Ron Worrich
Title: Chairman, Board of Supervisors

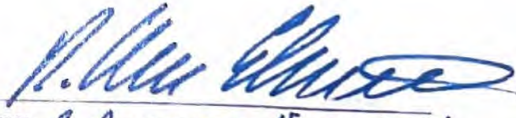
MANAGER:

BILLY CASPER GOLF, LLC,
a Virginia limited liability company


Witness Name: Michael Cooper

By: 
Name: Michael K. Curran
Title: Senior V.P.


Witness Name: Michael Cooper

By: 
Name: R. ALEXANDER ELMURE IV
Title: PRESIDENT

Subsection Civil

Billy Casper, Amendment

**SECOND AMENDMENT TO GOLF COURSE AND FOOD &
BEVERAGE MANAGEMENT AGREEMENT**

THIS SECOND AMENDMENT (the "Amendment") is made and entered into the 17th day of *December, 2020* (the "Effective Date") by and between *Arlington Ridge Community Development District*, a local unit of special-purpose government organized pursuant to Chapter 190, *Florida Statutes* (the "Owner") and **ANTARES GOLF, LLC** (f/k/a **BILLY CASPER GOLF, LLC**), a Virginia limited liability company, authorized to do business in Florida (the "Manager").

BACKGROUND

1. Owner and Manager have previously entered into that certain *Golf Course and Food & Beverage Management Agreement*, dated July 22, 2019, as amended by that certain *First Amendment*, dated November 13, 2019 (hereinafter, collectively the "Agreement") relative to Manager's provision of the management and operation of the District's golf course and food and beverage facilities (hereinafter, the "Facilities"); and
2. Section 6.2(a) of the Agreement provide that eligibility for the Golf Incentive Fee (as defined therein) will be partially determined by performance ratings provided by a "Golf Advisory Committee;" and
3. Section 6.2(b) of the Agreement provide that eligibility for the F&B Incentive Fee (as defined therein) will be partially determined by performance ratings provided by an "F&B Advisory Committee;" and
4. Due to the objective nature of the incentive fee criteria upon which eligibility is ultimately to be based and on the subjective nature of the advisory committees as well as difficulties in ensuring such committees operate within the confines of applicable Florida law, the parties now desire to amend the Agreement to eliminate the concept of such committees therefrom; and
5. Section 17.1 of the Agreement provides that the Agreement may be amended upon the execution of a written amendment by both the Owner and the Manager; and
6. The parties accordingly desire to enter into this Amendment to set forth the terms thereof.

AGREEMENT

For and in consideration of the mutual covenants contained herein and other valuable consideration, the parties agree as follows:

1. **AMENDMENT OF AGREEMENT.** Section 6.2 of the Agreement is deleted in its entirety and replaced with the language attached hereto as **Exhibit A** and incorporated herein by this reference.
2. **AFFIRMATION OF THE AGREEMENT.** The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties. Except as described

in Section 1, nothing herein shall modify the rights and obligations of the parties under the Agreement. All of the remaining provisions remain in full effect and fully enforceable.

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

4. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Amendment.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year Second above written.

OWNER:

ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT

[Signature]
Secretary

By: [Signature]
Name: Terry Snell
Title: Chairman, Board of Supervisors

MANAGER:

ANTARES GOLF, LLC,
a Virginia limited liability company

[Signature]
Witness Name: Jessie Demorest

By: [Signature]
Name: Alex Elmore
Title: President

[Signature]
Witness Name: Jessie Demorest

By: [Signature]
Name: Mike Cutler
Title: Sr. Vice President

Exhibit A: Revised Language for Section 6.2

Exhibit A

Revised Language for Section 6.2

6.2 Incentive Fee.

(a) Incentive Fee for Golf Operations. In addition to the Management Fee, commencing Fiscal Year 2020, and for each full Fiscal Year thereafter, Manager is entitled to receive an amount that is equal to ten percent (10%) of the amount that actual Operating Revenues for that year relative to the operation of the Golf Facilities exceed the amount estimated by Manager for such year as set forth in the annual Budget approved by the District (the "Golf Incentive Fee"). Eligibility for the Golf Incentive Fee will be based on "Golf Service Performance" rating as determined by the criteria included as **Exhibit B** to this Agreement. District staff shall annually rate Manager based on the Golf Service Performance criteria and provide such ranking to the Board for review and approval, which shall not be unreasonably withheld.

- (i) For each Fiscal Year, the Golf Incentive Fee earned shall be adjusted by the approved Golf Service Performance ratings received by Manager. Any rating between ninety percent (90%) and one hundred percent (100%) shall entitle Manager to the entirety of the eligible Golf Incentive Fee payment. In the event that Manager receives a rating below ninety percent (90%), the calculated Golf Incentive Fee payment for that year shall be multiplied by the Golf Service Performance rating to determine the amount payable for such year. A rating below seventy-five percent (75%) will not qualify for an Golf Incentive Fee payment.
- (ii) For example: Manager's Fiscal Year 1 Revenue relative to operation of the Golf Facilities of \$1,300,000, and the actual revenues for the Fiscal Year are \$1,500,000. Manager would be eligible to earn 10% of \$200,000, for a total incentive of \$20,000. If Manager received a Golf Service Performance rating of 90%-100%, it is entitled to receive a Golf Incentive Fee of \$20,000. If Manager received a Golf Service Performance rating of 80%, it is entitled to receive a Golf Incentive Fee of \$16,000 (80% of \$20,000). If Manager received a Golf Service Performance Rating of 70%, Manager would not be entitled to a Golf Incentive Fee for that Fiscal Year.

(b) F&B Incentive Fee. In addition to the Management Fee, commencing Fiscal Year 2020, and for each full Fiscal Year thereafter, Manager is entitled to receive an amount that is equal to ten percent (10%) of the amount that actual Operating Revenues for that year relative to the operation of the F&B Facilities exceed the amount estimated by Manager for such year as set forth in the annual Budget approved by the District (the "F&B Incentive Fee," and collectively with the Golf Incentive Fee, the "Incentive Fee"). Eligibility for the F&B Incentive Fee will be based on "F&B Service Performance" rating as determined by the criteria included as **Exhibit C** to this Agreement. District staff shall annually rate Manager based on the F&B Service Performance criteria and provide such ranking to the Board for review and approval, which shall not be unreasonably withheld.

- (i) For each Fiscal Year, the F&B Incentive Fee earned shall be adjusted by the approved F&B Service Performance ratings received by Manager. Any rating between ninety percent (90%) and one hundred percent (100%) shall entitle Manager to the entirety of the eligible F&B Incentive Fee payment. In the event that Manager receives a rating below ninety percent (90%), the calculated F&B Incentive Fee payment for that year shall be multiplied by the F&B Service Performance rating to determine the amount payable for such year. A rating below seventy-five percent (75%) will not qualify for an F&B Incentive Fee payment.
- (ii) For example: Manager's Fiscal Year 1 Budget projects Operating Revenue relative to operation of the F&B Facilities of \$300,000, and the actual revenues for the Fiscal Year are \$500,000. Manager would be eligible to earn 10% of \$200,000, for a total incentive of \$20,000. If Manager received an F&B Service Performance rating of 90%-100%, it is entitled to receive an F&B Incentive Fee of \$20,000. If Manager received an F&B Service Performance rating of 80%, it is entitled to receive an F&B Incentive Fee of \$16,000 (80% of \$20,000). If Manager received an F&B Service Performance Rating of 70%, Manager would not be entitled to an F&B Incentive Fee for that Fiscal Year.
- (c) Notwithstanding the foregoing, the aggregate Incentive Fee earned by Manager in any Fiscal Year shall not exceed fifty percent (50%) of the Management Fee paid to Manager for that Fiscal Year.

Subsection □C□vi□

Surplus Items









Subsection □C□vii□

Audit Engagement Letter



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

November 11, 2022

Arlington Ridge Community Development District
Inframark Infrastructure Management Services
210 North University Drive, Suite 702
Coral Springs, FL 33071

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Arlington Ridge Community Development District, (the "District"), which comprise governmental activities and each major fund as of and for the year ended September 30, 2022, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2022, with optional renewals for the years ending September 30, 2023, 2024, 2025, and 2026.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

The Responsibilities of the Auditor

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

Fort Pierce / Stuart



Arlington Ridge Community Development District
November 11, 2022
Page 2

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified public Accountants.

Arlington Ridge Community Development District
November 11, 2022
Page 3

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;



Arlington Ridge Community Development District
November 11, 2022
Page 4

- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this arrangement letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of Arlington Ridge Community Development District's financial statements. Our report will be addressed to the Board of Arlington Ridge Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the of Arlington Ridge Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with an Inframark accountant. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.



Arlington Ridge Community Development District
November 11, 2022
Page 5

Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2022 will not exceed \$3,715, unless the scope of the engagement is changed, the assistance which of Arlington Ridge Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment. The fee for the year ending September 30, 2023 will not exceed \$3,715, the fee for the year ending September 30, 2024 will not exceed \$3,900, and the fee for the years ending September 30, 2025 and 2026 will not exceed \$4,015.

In the event we are requested or authorized by of Arlington Ridge Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for of Arlington Ridge Community Development District, of Arlington Ridge Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.



Arlington Ridge Community Development District
November 11, 2022
Page 6

Information Security – Miscellaneous Terms

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Arlington Ridge Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. of Arlington Ridge Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Arlington Ridge Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Because Berger, Toombs, Elam, Gaines & Frank will rely on of Arlington Ridge Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, of Arlington Ridge Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Arlington Ridge Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and of Arlington Ridge Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this engagement letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this engagement letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.



Arlington Ridge Community Development District
November 11, 2022
Page 7

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam
Gaines + Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
J. W. Gaines, CPA

Confirmed on behalf of the addressee:



Judson B. Baggett
MBA, CPA, CVA, Partner

6815 Dairy Road
Zephyrhills, FL 33542

Marci Reutimann
CPA, Partner

(813) 788-2155

(813) 782-8606

Report on the Firm's System of Quality Control

To the Partners

October 30, 2019

Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, (the firm), in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of *pass*.

Baggett, Reutimann & Associates, CPAs PA
BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA
Signed Electronically by Judson B. Baggett, CPA, CVA, Partner, U.S. 813-782-8606 email jbaggett@baggett.com

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,
ELAM, GAINES AND FRANK AND ARLINGTON RIDGE COMMUNITY
DEVELOPMENT DISTRICT
(DATED NOVEMBER 11, 2022)**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**INFRAMARK
INFRASTRUCTURE MANAGEMENT SERVICES
210 NORTH UNIVERSITY DRIVE, SUITE 702
CORAL SPRINGS, FL 33071
TELEPHONE: 954-603-0033
EMAIL: _____**

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

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

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

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

Auditor: J.W. Gaines

District: Arlington Ridge CDD

By: _____



By: _____

Title: Director

Title: _____

Date: November 11, 2022

Date: _____

Subsection □D

□ield □anager

Subsection Di

onthly Report

NOVEMBER 2022 INSPECTION REPORT

Arlington Ridge CDD

Monday, November 7, 2022

Prepared For Board Of Supervisors

40 Items Identified



Item 1

Assigned To Inframark Field Staff
Pressure wash sidewalk by side of
admin building.



Item 2

Assigned To Inframark Field Staff
Repaint transformer near admin
building.



Item 3

Assigned To Inframark Field Staff
Pressure wash sidewalk near side entrance of restaurant.



Item 4

Assigned To Floralawn
Remove weeds on bed near the back of admin building.



Item 5

Assigned To Floralawn
Remove weeds on cracks of pavers
near entrance of town square.



Item 6

Assigned To Inframark Field Staff
Pressure wash sidewalk near spa
back entrance.



Item 7

Assigned To Floralawn
Trim hedge's by pool entrance.



Item 8

Assigned To Inframark Field Staff
Replace light for Arts & Craft
entrance.



Item 9

Assigned To Inframark Field Staff
Pressure wash columns near theater entrance.



Item 10

Assigned To Inframark Field Staff
Pressure wash stairs for emergency exit of theater.



Item 11

Assigned To Floralawn
Trim hedges by jacuzzi area.



Item 12

Assigned To Floralawn
Please trim hedges to make walk for the pool saver.



Item 13

Assigned To Floralawn
Please trim branches by zero entrance pool area.



Item 14

Assigned To Inframark Field Staff
Contact pest control vendor to net up for squirrels not to nest in.



Item 15

Assigned To Inframark Field Staff
Replace shower head for pool shower.



Item 16

Assigned To Floralawn
Please remove weeds on bed near spa entrance.



Item 17

Assigned To Floralawn
Please remove weeds near spa entrance.



Item 18

Assigned To Floralawn
Please trim down and remove for drain to be visible.



Item 19

Assigned To Inframark Field Staff
Pressure wash side walk near spa entrance.



Item 20

Assigned To Floralawn
Please reach weeds on bed near admin building.



Item 21

Assigned To Floralawn
Remove weeds on bed near admin building entrance parking lot.



Item 22

Assigned To Floralawn
Please remove weeds on bed near sidewalk close to admin building entrance.



Item 23

Assigned To Floralawn

Please remove weeds on bed from behind the bushes from main entrance of admin building.



Item 24

Assigned To Floralawn

Please remove all weeds from bed near Arlington Ridge Blvd.



Item 25

Assigned To Floralawn
Please remove all all debris.



Item 26

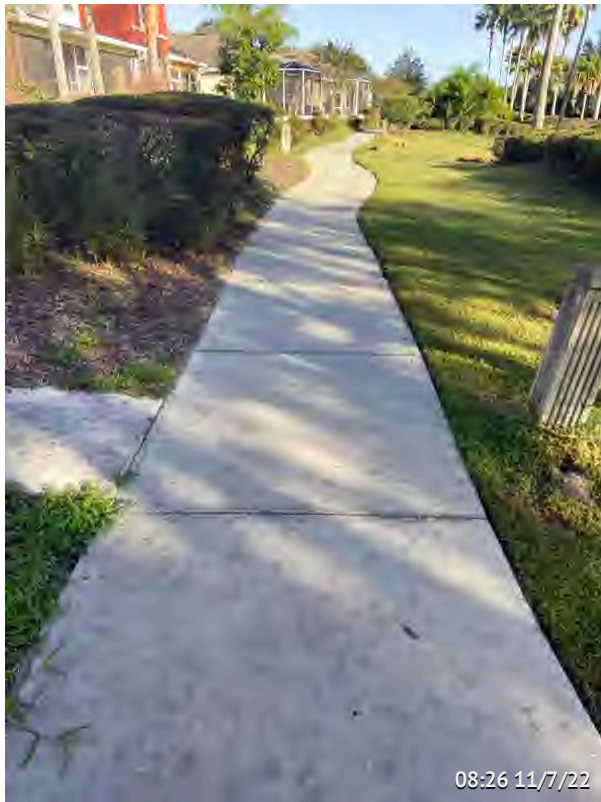
Assigned To Floralawn
Please remove weeds on sidewalk
pass way heading near pro shop.



Item 27

Assigned To Floralawn

Please remove all weeds on bed near sidewalk pass way toward pro shop.



Item 28

Assigned To Inframark Field Staff

Pressure wash sidewalk for pass heading towards pro shop.



Item 29

Assigned To Floralawn

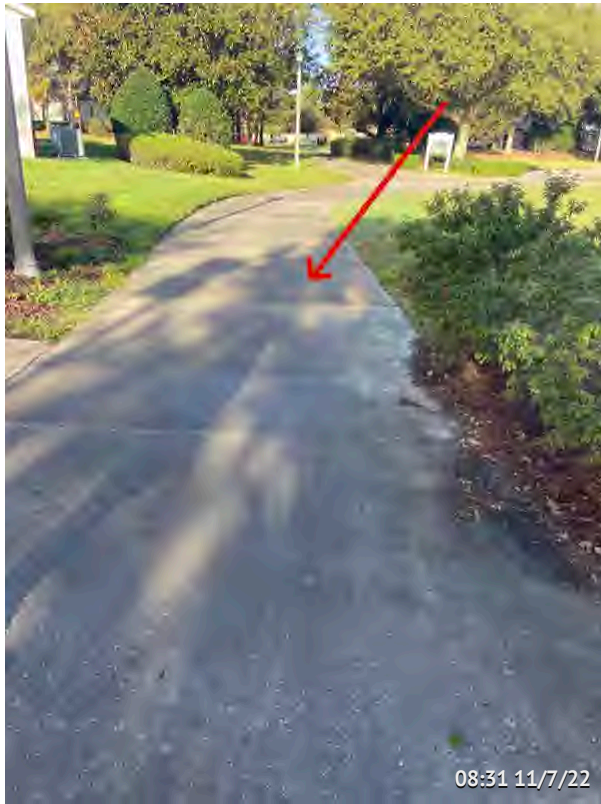
Please remove weeds from beds near sidewalk pass way towards pro shop.



Item 30

Assigned To Inframark Field Staff

Pick up trash near the walkway of pro-shop.



Item 31

Assigned To Inframark Field Staff
Pressure wash sidewalk near
roundabout.



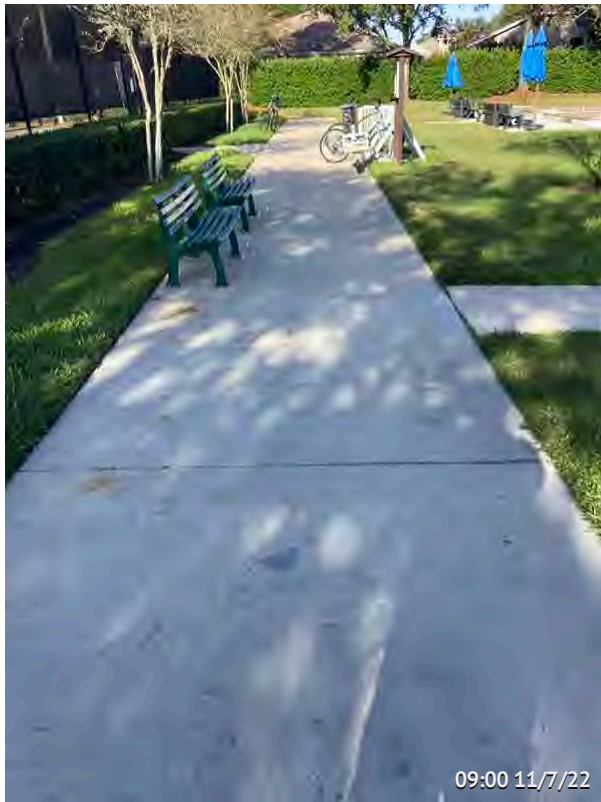
Item 32

Assigned To Floralawn
Remove weeds near roundabout.



Item 33

Assigned To Inframark Field Staff
Replace rollers for tennis and pickle ball courts.



Item 34

Assigned To Inframark Field Staff
Pressure wash sidewalk near tennis courts area.



Item 35

Assigned To Floralawn
Remove all weeds on bed near
Heritage TRL.



Item 36

Assigned To Floralawn
Remove weeds on bed on Roanoke
Dr.



Item 37

Assigned To Floralawn

Please mow grass on Heritage pond



Item 38

Assigned To Floralawn

Please mow grass near Roanoke Dr and Heritage TRL.



Item 39

Assigned To Inframark Field Staff
Pressure wash benches on greens.



Item 40

Assigned To Inframark Field Staff
Replace all ropes for parking spots at
RV lot area.



Chris Semko
Branch Manager
November 7, 2022

Arlington Ridge CDD: Responses to items listed in Report:

1. N/A
2. N/A
3. N/A
4. Removing and treating weeds this week 11/7
5. Removing and treating weeds this week 11/7
6. N/A
7. Very minor. Over trimming hurts the vine from growing thicker. We do trim that area when it is due
8. N/A
9. N/A
10. N/A
11. We rotate the trimming. These hedges are not that overgrown. You don't want to over trim them. We are doing them and will rotate it. It's scheduled for this month.
12. We rotate the trimming. These hedges are not that overgrown. You don't want to over trim them. We are doing them and will rotate it. It's scheduled for this month.
13. We rotate the trimming. These hedges are not that overgrown. You don't want to over trim them. We are doing them and will rotate it. It's scheduled for this month.
14. N/A
15. N/A
16. Removing and treating weeds this week 11/7
17. Removing and treating weeds this week 11/7
18. No problem we will address
19. N/A
20. Removing and treating weeds this week 11/7
21. Removing and treating weeds this week 11/7
22. Removing and treating weeds this week 11/7
23. Removing and treating weeds this week 11/7
24. Removing and treating weeds this week 11/7
25. No problem we will pick up.
26. Removing and treating weeds this week 11/7
27. Removing and treating weeds this week 11/7
28. N/A
29. Removing and treating weeds this week 11/7
30. N/A
31. N/A
32. Removing and treating weeds this week 11/7
33. N/A
34. N/A
35. Removing and treating weeds this week 11/7



36. Removing and treating weeds this week 11/7
37. Pond looks mowed. We do that in the winter schedule which is ever other week
38. Again we mow this area every other week. It's the winter schedule
39. N/A
40. N/A

Recommendations:

1. I am sending a mulching proposal for this property. Lots of beds are just dirt and mulch is needed to help with weeds
2. Christmas is around the corner. Are we making any flower arrangements for Christmas?
3. Winter mowing schedule is every other week.

Subsection □D□ii□

Landscape Proposals

Subsection **Diia**

loralawn Tree Infections



734 South Combee Road
Lakeland, Florida 33804

(863) 668-0494 Phone
(863) 668-0495 Fax

www.floralawn.com

PROPOSAL SUBMITTED TO:
Arlington Ridge CDD

October 18, 2022

FLORALAWN PROPOSES TO PERFORM THE FOLLOWING:

Tree Assessment for Injections:

1- tree 3 in. at 16.71 per tree. Total \$16.71
 3- trees 4 in. at 22.28 per tree. Total \$66.84
 3- trees 5 in. at 27.85 per tree. Total \$83.55
 4- trees 6in. at 33.42 per tree. Total \$133.68
 8- trees 7 in. at 38.99 per tree. Total \$311.92
 9- trees 8 in. at 44.56 per tree. Total \$401.04
 13- trees 9 in. at 50.13 per tree. Total \$651.69
 10- trees 10 in. at 55.70 per tree. Total \$557.00
 11- trees 11 in. at 61.27 per tree. Total \$673.97
 15- trees 12 in. at 66.84 per tree. Total \$1,002.60
 9- trees 13 in. at 72.41 per tree. Total \$651.69
 9- trees 14 in. at 77.98 per tree. Total \$701.82
 11- trees 15 in. at 83.55 per tree. Total \$919.05
 2- trees 16 in. at 89.12 per tree. Total \$178.24
 1- tree 18 in. at 100.26 per tree. Total \$100.26
 1- tree 19 in. at 105.83 per tree. Total \$105.83
 1- tree 20 in. at 111.40 per tree. Total \$111.40

109 trees in total. Total price \$1,007.09

**2 year guarantee but in Florida it has shown to work up to 3 years. Injections will have to take place again to keep them healthy*

WE HEREBY PROPOSE TO FURNISH LABOR AND MATERIALS, COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE SUM OF:

\$6,667.29 (Six thousand six hundred and sixty-seven dollars and 29/100) with payment to be made as follows: Due Upon Completion

SPECIAL INSTRUCTIONS/REMARKS *Floralawn, Inc. is not responsible for any damage to driveways or walks that are in poor condition prior to start of work. Floralawn will also not be responsible for any damage to septic tanks or underground utilities that are not previously identified by the Owner or marking service.*

Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned.



734 South Combee Road | (863) 668-0494 Phone
Lakeland, Florida 33804 | (863) 668-0495 Fax
www.floralawn.com

Authorized Signature: Chris Semko

*****ACCEPTANCE OF PROPOSAL*****

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

ACCEPTED:

Date _____

Signature _____

TREE-äge® G4

INSECT CONTROL
Trunk Injection

GENERAL USE SYSTEMIC INSECT CONTROL



TREE-äge® G4

(4% Emamectin Benzoate)

Active ingredient from Syngenta

TREE-äge® G4 is a general use pesticide that provides two-year control for listed insect and mite pests in deciduous and coniferous trees and palms.

Effective for: Emerald Ash Borer; Western, Southern and Mountain Pine Beetles; Ambrosia Beetles; Gypsy Moth; Winter Moth; Flatheaded Borers; Bagworm; Leafminers (Lepidoptera, Coleoptera, Hymenoptera) and many more.

• 040-4120 1 Quart*

• 040-4125 1 Quart Case of 4

* 1 quart treats 27 trees (10" DBH) at 100% efficiency.



Why Use TREE-äge G4?

TREE-äge G4 is a 4% Emamectin Benzoate general use pesticide, eliminating the need for additional licensing and paperwork in most states. Each quart treats approximately 37 trees at 10" DBH, controlling Emerald Ash Borer, Pine Bark Beetles, Leaf Chewing Caterpillars and more for up to two years.

Maximize productivity by pairing TREE-äge G4 with the QUIK-jet Air® and reduce labor costs even further.

- General use formulation reduces paperwork
- Low viscosity increases uptake rate
- Easy access to product and support with Arborjet's distribution and technical services network
- Works with all Arborjet equipment

Provides two-year control of...



Emerald Ash Borer



Pine Bark Beetle



Gypsy Moth

...and More!

©2010 Emerald EAB - Emerald Ash Borer; ©2010 Emerald Pine Bark Beetle® (for Long, Union, Fraser, University, Bugwood.org)

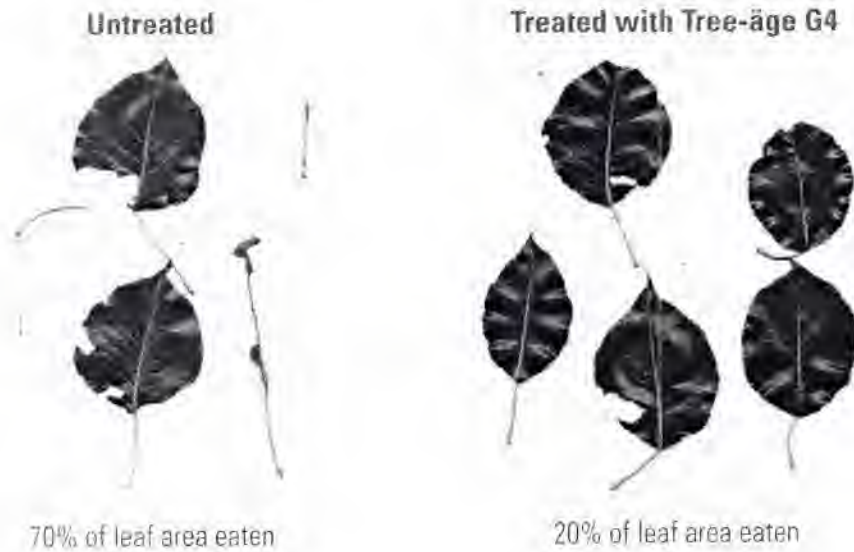
arborjet.com

ARBORJET®

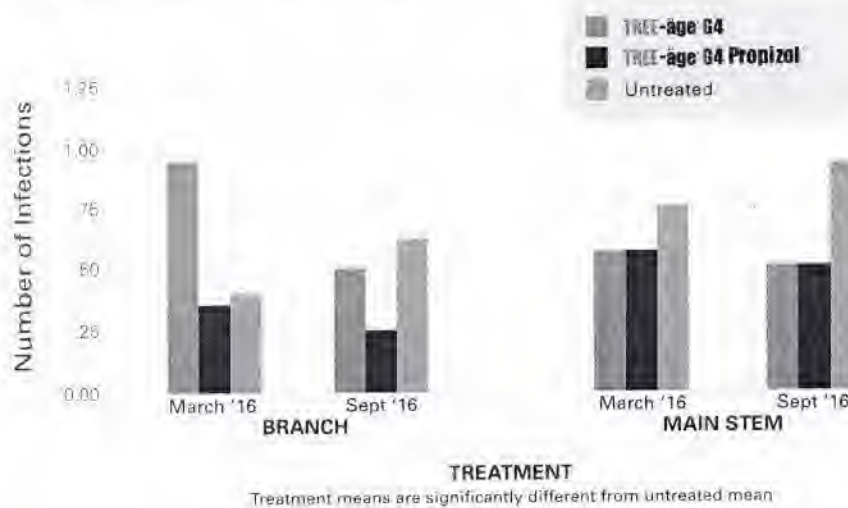
Proven Results

Arborjet has been serving the green industry since its founding in 1999. Since the beginning, we've stood for innovative, high-quality products backed by research. Don't be fooled by imitations, TREE-äge is the name you trust, delivering results you can count on. Arborjet's TREE-äge formulations are the originals.

Fall Webworm Bioassay



TREE-äge G4 Pitch Canker Infections



G-4 PIB

4% Emamectin Benzoate from Syngenta, formulated in the USA

Work better together: Maximize efficiency by pairing TREE-äge G4 with QUIK-jet Air®

- Reduce paperwork
- Works with all Arborjet equipment
- Always Ready to Use—connect equipment directly to the product bottle
- Easy access to product and support with Arborjet's distribution and technical services network
- Available in quarts and cases of 4 at lower product cost
- Product label includes Emerald Ash Borer, Pine Bark Beetles, Leaf Chewing Caterpillars, Mites, and more

Proven: Arborjet has been serving the green industry in the United States since its founding in 1999. From the beginning, we've stood for innovative, high-quality products backed by research. Imitation is the sincerest form of flattery, but don't be fooled. TREE-äge is the name you trust, delivering results you can count on. Arborjet's TREE-äge formulations are the originals.

TREE-äge G4 is labeled for:**Seed and Cone Pests**

Coneworm (*Dioryctria* spp.), Cone beetle (*Conophthorus* spp.), Pine Cone Seed bug (suppression of *Leptoglossus* and *Telyra* spp. in the year of treatment)

Bud and Leaf Pests

Tent Caterpillars including Eastern, Forest, Pacific, and Western, Western Spruce Budworm; Winter Moth; Bagworm; Cankerworm; Casebearer*; Eastern Oak Looper; Elm Spanworm; Fall Webworm; Gypsy Moth; Leafrollers; Linden Looper; Mimosa Webworm; Oak Worm; Pine Needle Miner*, Poplar Tentmaker*, Tussock Moth; Variable Oakleaf Caterpillar*; Yellownecked Caterpillar*; Leafminers including Lepidoptera, Coleoptera, Hymenoptera; Honeylocust Plant Bug; Pine Needle Scale; Conifer Mite; Red Palm Mite; Sawfly including Elm, Pine

Shoot, Stem, Trunk and Branch Pests

Clearwing Borers including Ash, and Sequoia Pine Pitch Tube Moth; Carpenterworm*; Cottonwood Twig Borer; Zimmerman Moth; Flat-headed Borers including adult and larvae of Emerald Ash Borer; Gall Wasps including Banyan Stem Gall Wasp*, Roundheaded Borers excluding Asian Longhorned Beetle; Ambrosia Beetles including Polyphagous Shot Hole Borer (*Euwallacea formicatus*); Scolytids (bark beetles): Ips Engraver Beetles, Mountain Pine Beetle, Southern Pine Beetle, Spruce Beetle, Western Pine Beetle, Black Turpentine Beetle, Walnut Twig Beetle, Pinewood Nematode

*Not for use in California

Subsection **D ii b**

loralawn 39 3



Proposal

Date: 10/20/2022

WO #3953

PO #

Customer:

Arlington Ridge CDD
Arlington Ridge CDD
Angel Montagna
313 Campus Street
Celebration, FL 34747

Property:

Arlington Ridge CDD
Angel Montagna
4463 Arlington Ridge Blvd
Leesburg, FL 34748

Tree Trimming for Trailer Area

Tree Trimming and Branch Removal for Trailer Area in Golf Compound Area:

- removal of a very (Large branch)
- lifts and equipment needed to prevent damage to trailers in order to cut tree
- removal of debris









Tree Trimming

Tree Trimming

Unit Price

Tree Trimming: \$4,900.00

PROJECT TOTAL: \$4,900.00

Terms & Conditions

Special Instructions/Remarks: Floralawn, Inc. is not responsible for any damage to driveways or walk that are in poor condition prior to start of work. Floralawn will also not be responsible for any damage to septic tanks or underground utilities that are not previously identified by the Owner or marking service.

We hereby propose to furnish labor and materials, complete in accordance with the above specifications for the sum of: ----- (\$4,900.00), with payments to be made as follows:

50% Deposit with the Remaining Balance Due Upon Completion with a signed proposal.

Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

By _____
Chris Semko
Date 10/20/2022

Floralawn

By _____
Date _____
Arlington Ridge CDD

Subsection **D ii c**

loralawn 39 4



Proposal #3954

Date: 10/17/2022

PO #

Customer:
 Arlington Ridge CDD
 Arlington Ridge CDD
 Angel Montagna
 313 Campus Street
 Celebration, FL 34747

Property:
 Arlington Ridge CDD
 Angel Montagna
 4463 Arlington Ridge Blvd
 Leesburg, FL 34748

Tree Removal Declining Pine Trees

Pine Tree Removal: (Infected by bores)

Location: Heritage and Roanoke Area

- Trees have been painted orange ones that are dead and complete decline
- Tree injections will be submitted on a separate proposal
- (21) pine trees removed and flush cut
- debris removed from job site

Services Billed Upon Completion

Description of Services	Frequency	Cost per Occ.	Annual Cost
Tree Removal		\$12,355.00	\$12,355.00

By _____

Chris Semko

Date 10/17/2022 _____

Floralawn

By _____

Date _____

Arlington Ridge CDD

Terms & Conditions

Special Instructions/Remarks: *Floralawn, Inc. is not responsible for any damage to driveways or walk that are in poor condition prior to start of work. Floralawn will also not be responsible for any damage to septic tanks or underground utilities that are not previously identified by the Owner or marking service.*

We hereby propose to furnish labor and materials, complete in accordance with the above specifications for the sum of: ----- (\$12,355.00), with payments to be made as follows:

50% Deposit with the Remaining Balance Due Upon Completion with a signed proposal.

Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.







Subsection **D**

loralawn 3979



Proposal #3979

Date: 10/18/2022

PO #

Customer:
 Arlington Ridge CDD
 Arlington Ridge CDD
 Angel Montagna
 313 Campus Street
 Celebration, FL 34747

Property:
 Arlington Ridge CDD
 Angel Montagna
 4463 Arlington Ridge Blvd
 Leesburg, FL 34748

Tree Removal

Tree Removal Proposal:

- (1) flush cut tree and remove
- debris hauled away at dump

Services Billed Upon Completion

Description of Services	Frequency	Cost per Occ.	Annual Cost
Tree Trimming		\$395.00	\$395.00

By _____

Chris Semko

Date 10/18/2022 _____

Floralawn

By _____

Date _____

Arlington Ridge CDD





Subsection □ D □ ii □ e

BrightView □ 4 □ 8130



BrightView Tree Care Services

Branch Office #49360
4777 Old Winter Garden Road
Orlando, Florida 32789
Doug OBrien
doug.obrien@brightview.com
tel:321-287-0988

Tree Care Service Address/Location

Arlington Ridge
26902 Camerons Run
Leesburg, 34748

Tree Care Service Billing Address

Arlington Ridge CDD
,
Brett Perez
Brett.Perez@inframark.com

Proposed Tree Care Services

Species	DBH	Qty	Objective	Price
■ Southern Pine	1"-6"	19	Remove and flush cut ground level	-
Total				\$9,500

Arlington Ridge



Legend (19)
Southern Pine (19)

BrightView Tree Care Services

Terms & Conditions

- Bid Specifications:** The Contractor shall recognize and perform in accordance with only written terms, specifications, and drawings contained or referred to herein. All materials shall conform to bid specifications. Work is being done in accordance with ANSI A300 standards.
- Bid Expiration:** This proposal will remain in effect for thirty (30) days from the date it was first presented to Client/Owner, unless accepted or rejected by Client/Owner, or withdrawn by Contractor prior to that time.
- Work Force:** Contractor shall designate a qualified representative with experience in tree management. The work force shall be presentable at all times. All employees shall be competent and qualified and shall be legally authorized to work in the U.S.
- Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions near to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. BrightView Tree Care Services is not responsible for damage done to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation parts. BrightView Tree Care Services will repair damaged irrigation lines at the Client/Owner's expense.
- Scheduling of Work:** If the jobsite conditions materially change from the time of approval of this proposal to the time the work starts, such that the job costs are adversely changed, this proposal is null and void. Scheduling of work is dependent on weather conditions and workloads. Our office will call the day prior to the work being done, unless other arrangements are made.
- Work Hours:** Any work, including emergency work, overtime and weekend work performed outside of the normal working hours (Monday-Friday between 6:30 a.m. and 2:30 p.m.) shall be billed at overtime rates. Use of power equipment will commence at 7:00 a.m., unless otherwise specified in the scope of work. Additional charges will be applied if crews cannot use power equipment by 9:00 a.m.
- License and Permits:** Contractor shall maintain a Landscape Contractor's license if required by State or local law and will comply with all other license and permit requirements of relevant city, state and federal governments, as well as all other requirements of law.
- Taxes:** Contractor agrees to pay all applicable taxes, including sales taxes on material supplied, where applicable.
- Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with a \$1,000,000 limit of liability.
- Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner.
- Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%), or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.
- Non-Union Contractor:** Client/Owner acknowledges that Contractor is not a signatory to any union agreements. If any services hereunder would be covered by any labor union that Client/Owner is bound to or that may have a claim to such work, then this written proposal shall be immediately terminated and become void, with no further liability to Contractor.
- Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services:** Any additional work, changes in the scope of work, or additional contract terms introduced by Client/Owner that are not specified in the signed written proposal shall constitute a counter offer and will require a new written proposal or an executed written order to address such changes. Any additional costs related thereto shall be charged by Contractor as an extra charge over and above the estimate.
- Access to Job Site:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of the job site where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice.
- Cancellation:** Notice of cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.
- Assignment:** The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the property which is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.
- Disclaimer:** This proposal for tree care services was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. The work performed by BrightView Tree Care Services is intended to reduce the chances of tree failure and any corresponding property liabilities, in addition to enhancing aesthetic value but is not a guarantee. We cannot be held responsible for unknown or otherwise hidden defects of your trees, which may fail in the future. The corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

Acceptance of this Proposal

Contractor is authorized to perform the work stated on the face of this proposal. Payment will be 100% due at time of billing. If payment has not been received by BrightView Tree Care Services within fifteen (15) days after billing, BrightView Tree Care Services shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

Customer

Signature

October 26, 2022

Printed Name

Date

BrightView Tree Care Services

Doug OBrien

October 26, 2022

Signature

Date

Doug OBrien

October 26, 2022

Printed Name

Date

Subsection **D ii f**

loralawn 4 39



Proposal

Date: 11/9/2022

Work Order #4239

PO #

Customer:

Arlington Ridge CDD
Arlington Ridge CDD
Angel Montagna
313 Campus Street
Celebration, FL 34747

Property:

Arlington Ridge CDD
Angel Montagna
4463 Arlington Ridge Blvd
Leesburg, FL 34748

Freeze Cloth

Freeze Cloth:

-(3) rolls of freeze cloth

-Picked up and given to the district

Storm Clean Up

Storm Clean Up

Items	Quantity	Unit
Freeze Cloth 15'x300'	3.00	ea
PROJECT TOTAL:		\$1,350.00

Terms & Conditions

By _____

Chris Semko

Date 11/9/2022

Floralawn

By _____

Date _____

Arlington Ridge CDD

Subsection □D□iii□

Pool Proposals

Subsection □ D □ iii □ a

Classic-□ arcite

Pool 2000
Liner 2500
Pool 3500
SPA 1000

Classic Marcite, INC.

COMMERCIAL & RESIDENTIAL SWIMMING POOL RENOVATIONS

430 Fairvilla Rd.
Orlando, FL 32808

4960 Stepp Ave.
Jacksonville, FL 32216

Ph# 407-521-6260 Fax# 407-521-6248

Ph# 904-448-4150 Fax# 904-448-9914

- Pebble Tec _____
- Quartz KRYSTAL BLUE _____
- Other _____

Date: 10-25-22

Name "Purchaser": ARLINGTON RIDGE
 Address: 4463 ARLINGTON RIDGE BLVD.
 Job Name: LEESBURG FL.
 Jobsite Address: ATTN: BOB PEREZ
 City: _____ Zip Code: _____

Cell Phone: 407-433-0515
 Work Phone: _____
 Email: Brett.Perez@Inframark.com
 LIGHTS FUNCTIONAL (circle one): Y or N
 EQUIPMENT WORKING (circle one): Y or N
 WATER (circle one): CITY or WELL

Classic Marcite, Inc. hereinafter called "Seller", does hereby propose to furnish material and labor in accordance with specifications below and/or attached for the sum of SEVENTY NINE THOUSAND EIGHT HUNDRED Dollars (\$ 79,800.)

Payment to be made as follows:

- 30% of total contract price as a DEPOSIT to get on Schedule
- 60% of total contract price as a PARTIAL at time of Prep/Bondkote for Plaster
- 10% of total contract price as FINAL payment at Chemical Startup

This proposal may be withdrawn by Classic Marcite, Inc. if not accepted within 30 days. The work, subject to all terms and conditions as set forth on both sides of this contract as follows:

1. Drain water from pool, taking necessary precautions to prevent hydrostatic pressure displacement.
2. Saw-cut under tile, fittings, light(s) and main drain(s) to obtain a flush finish.
3. Acid wash to clean and roughen surface.
4. Apply bonding agent to achieve a better bond between old and new material.
5. Pneumatically apply and hand trowel: CLI KRYSTAL KOTE KRYSTAL BLUE finish.
6. Fill pool with water from garden hose.
7. Provide 5 year manufacturer warranty and 1 year labor warranty from date of project completion.
8. Remove all job-related debris from jobsite.
9. Start up equipment and balance water with necessary chemicals.
10. *) Install New 2"x6" Bullnose Non-Skid tile on STEPS & SPA. *800.00*
11. *) Resurface SMALL pool: *27,550.00*
12. *) Resurface LARGE pool: *46,950.00*
13. *) Resurface SPA: *4,500.00*
- 14.
- 15.
- 16.

SIGNED CONTRACT MUST BE RETURNED WITH THE 30% DEPOSIT PAYMENT before ordering of special materials or scheduling of any work. ALL CONTRACTS AND PRICES QUOTED HEREIN ARE CONFIDENTIAL-Contract includes ALL NEW fittings and main drain covers

Accepted By: _____
"Purchaser" PRINTED NAME

Accepted By: _____
"Purchaser" SIGNATURE

Respectfully submitted,
 CLASSIC MARCITE, INC.
 BY: [Signature]
 Salesperson

****3% Surcharge on Discover, Mastercard, Visa** **5% Surcharge on American Express****

CC #: _____
 Exp. Date: _____ CVC Code: _____ Zip Code: _____
 Name on Credit Card _____
 DL #: _____



Subsection **D** **iii**

Big **Pool**, **399**



Big Z Pool Service, LLC
 172 Stokes Landing Rd
 Saint Augustine, FL 32095
 office@bigzpoolservice.com
 bigzpoolservice.com

Estimate 3299

ADDRESS 4463 Arlington Ridge Blvd Leesburg, FL 34748	DATE	TOTAL	EXPIRATION DATE
	11/01/2022	\$122,929.50	11/30/2022

PRODUCT/SERVICE	QTY	RATE	AMOUNT
RE: Pool Resurface Project, Lap Pool			
Plaster Finishes:Sunstone Pearl Plaster Sunstone Pearl Pebble Plaster Finish Color: Cove Blue 1998 sqft includes 48 linear feet of steps Warranty: Includes a limited 15-yr. warranty from date of install from the manufacturer if installed by a certified plaster company. We use Tempool Inc.	2,046	20.00	40,920.00
Remodel:Commercial Prep Labor Remodel Prep Labor Includes: To drain the body of water, chip out remove and dispose of hollow spots in existing plaster, install 2 new 12x12 VGB main drains, 21 floor fittings and 3 wall fittings then we will seal around all of the pool fittings including the light niches; followed by pressure washing of the entire pool surface with a 4000 psi oscillating tip to remove the rest of the old plaster/marcite finally we then apply a bonding agent preparing the pool for the new plaster.	2,046	18.00	36,828.00
Job Material:Materials Floor Fittings	21	36.00	756.00
Job Material:Materials Wall Fittings	3	9.50	28.50
Job Material:Materials VGB Main Drain Covers w/ Frames 7-year lifespan covers	2	147.00	294.00

If you have any questions please give us a call at 904-868-4660!
 Zach Sullivan
 Big Z Pool Service, LLC
 Licensed & Insured CPC#1459355

PRODUCT/SERVICE	QTY	RATE	AMOUNT
Remodel:Pool Gutter reconstruction Pool Gutter Reconstruction, to chip out pool gutters around the pool 223 linear feet, removing old gutter gutters, installation of 23 new gutter grates and reseal. We will also set the correct height of the gutter so they will have a 2" fall from the front of the gutter to the backsplash waterline tile which is building code.	223	49.00	10,927.00
Job Material:Materials Gutter Grates	23	22.00	506.00
Remodel:Commercial Waterline Tile and Install Waterline and Gutter Tiles, Installed 446 linear feet Includes: to remove existing tiles, install the waterline and gutter tiles on a commercial application this includes grouting. The new gutter tiles will be 6x6 non-skid tiles as this is building code for commercial swimming pools. Tile Color: TBD Grout Color: TBD *Samples will be provided by email for choosing*	446	30.00	13,380.00
Remodel:Depth marker tiles Depth Marker Tiles, 6x6 Tiles Needed: 3 FT 9 IN (5) 4 FT 6 IN (2) 5 FT 6 IN (2) 4 FT 9 IN (2) 4 FT (1)	46	18.00	828.00
Remodel:Stair Cap Tile and Installation Stair Cap Tiles and Installation, this is for the steps and swim out bench in the pool. 48 linear feet Color: TBD *Samples will be provided by email for choosing*	48	18.00	864.00
Job Material:Materials Pentair White LED 12v 100ft corded Pool Lights	4	1,015.00	4,060.00
Job Material:Materials Lap Pool Wall Tile Targets 6 linear feet x 6	36	32.00	1,152.00
Job Material:Materials Lap Lane Tiles 198 linear feet	198	32.00	6,336.00

If you have any questions please give us a call at 904-868-4660!

Zach Sullivan

Big Z Pool Service, LLC

Licensed & Insured CPC#1459355

PRODUCT/SERVICE	QTY	RATE	AMOUNT
Permit Fees:Permit Fee Permit Fee for the County covers the documentation process for the application, permit, notice of commencement and department of health forms and reporting for notice of resurfacing.	1	1,050.00	1,050.00
Remodel:Travel Fee Travel Fee for the Plaster Company only, to cover travel to the destination from Jacksonville FL to Leesburg, plus fuel for trucks. NOTE: trip charges are applied per the plaster company regardless of any job they do for us, however this rate includes their mileage and fuel.	1	5,000.00	5,000.00

If you have any questions please give us a call at 904-868-4660!

Zach Sullivan

Big Z Pool Service, LLC

Licensed & Insured CPC#1459355

PRODUCT/SERVICE	QTY	RATE	AMOUNT
<p>Deposit and Approval Notice: a signed copy of this estimate is required along with a signed contract that will be submitted once we have the signed estimate back along with a deposit. Once the deposit and contract are received, we will apply for the permit and after the permit is received, we will confirm the actual commencement date.</p> <p>Please note that this is an estimated cost to complete the work described. prices on materials and plaster can increase at any time due to industry demand and shortages of materials. If a price change does go into effect, a change order will be issued.</p> <p>Deposit Schedule: 20% due upon contract signing (net7) 35% commencement deposit (due 3 days prior to arrival) 35% plaster deposit (due 3 days prior to plater application) 10% Final Payment (due net 10 upon completion)</p> <p>Terms: Work will be completed as requested and payment is due based on the schedule provided. In the even Big Z Pool Service, LLC is required to employ legal counsel or incur any other expenses to enforce timely payment under this agreement, it shall be entitled to recover the reasonable amount of all attorney’s fees of such counsel, costs incurred, and all other expenses incurred in enforcing such obligation. It is acknowledged that venue for any dispute shall be in St. Johns County, Florida and that this agreement shall be governed by the laws of the State of Florida.</p> <p>Commencement Availability: with a signed contract, deposit and approval permit, we could begin in December 2022 into January 2023.</p>			
		TOTAL	\$122,929.50

THANK YOU.

If you have any questions please give us a call at 904-868-4660!

Zach Sullivan

Big Z Pool Service, LLC

Licensed & Insured CPC#1459355

Accepted By

Accepted Date

If you have any questions please give us a call at 904-868-4660!

Zach Sullivan

Big Z Pool Service, LLC

Licensed & Insured CPC#1459355

Subsection **Diii**

Big Pool, 3300



Big Z Pool Service, LLC
 172 Stokes Landing Rd
 Saint Augustine, FL 32095
 office@bigzpoolservice.com
 bigzpoolservice.com

Estimate 3300

ADDRESS 4463 Arlington Ridge Blvd Leesburg, FL 34748	DATE	TOTAL	EXPIRATION DATE
	11/01/2022	\$9,056.00	11/30/2022

PRODUCT/SERVICE	QTY	RATE	AMOUNT
RE: SPA Resurface Project NOTE: the prices are reflected if this spa is completed along with either the lap pool or zero-entry beach pool, not on its own as there are minimums for plaster.			
Plaster Finishes:Sunstone Pearl Plaster Sunstone Pearl Pebble Plaster Finish Color: Cove Blue 114 sqft Warranty: Includes a limited 15-yr. warranty from date of install from the manufacturer if installed by a certified plaster company. We use Tempool Inc.	114	20.00	2,280.00
Remodel:Commercial Prep Labor Remodel Prep Labor Includes: To drain the body of water, chip out remove and dispose of hollow spots in existing plaster, install 1 new 12x12 VGB main drains, 14 wall fittings then we will seal around all of the pool fittings including the light niches; followed by pressure washing of the entire pool surface with a 4000 psi oscillating tip to remove the rest of the old plaster/marcite finally we then apply a bonding agent preparing the pool for the new plaster.	114	18.00	2,052.00
Job Material:Materials Wall Fittings	14	9.50	133.00
Job Material:Materials VGB Main Drain Covers w/ Frames 7-year lifespan covers	1	147.00	147.00

If you have any questions please give us a call at 904-868-4660!
 Zach Sullivan
 Big Z Pool Service, LLC
 Licensed & Insured CPC#1459355

PRODUCT/SERVICE	QTY	RATE	AMOUNT
Remodel:Commercial Waterline Tile and Install Waterline Tiles, Installed 47 linear feet Includes: to remove existing waterline tiles, install the new waterline tiles on a commercial application this includes grouting. The new waterline tiles will be 6x6 tiles. Tile Color: TBD Grout Color: TBD *Samples will be provided by email for choosing*	47	30.00	1,410.00
Remodel:Stair Cap Tile and Installation Stair Cap Tiles and Installation, this is for the steps and spa bench. 56 linear feet Color: TBD *Samples will be provided by email for choosing*	56	18.00	1,008.00
Job Material:Materials Pentair White LED 12v 100ft corded Spa Lights	1	976.00	976.00
Permit Fees:Permit Fee Permit Fee for the County covers the documentation process for the application, permit, notice of commencement and department of health forms and reporting for notice of resurfacing.	1	1,050.00	1,050.00
Remodel:Travel Fee No Travel Fee, when completed with another pool	1	0.00	0.00

If you have any questions please give us a call at 904-868-4660!

Zach Sullivan

Big Z Pool Service, LLC

Licensed & Insured CPC#1459355

PRODUCT/SERVICE	QTY	RATE	AMOUNT
<p>Deposit and Approval Notice: a signed copy of this estimate is required along with a signed contract that will be submitted once we have the signed estimate back along with a deposit. Once the deposit and contract are received, we will apply for the permit and after the permit is received, we will confirm the actual commencement date.</p> <p>Please note that this is an estimated cost to complete the work described. prices on materials and plaster can increase at any time due to industry demand and shortages of materials. If a price change does go into effect, a change order will be issued.</p> <p>Deposit Schedule: 20% due upon contract signing (net7) 35% commencement deposit (due 3 days prior to arrival) 35% plaster deposit (due 3 days prior to plater application) 10% Final Payment (due net 10 upon completion)</p> <p>Terms: Work will be completed as requested and payment is due based on the schedule provided. In the even Big Z Pool Service, LLC is required to employ legal counsel or incur any other expenses to enforce timely payment under this agreement, it shall be entitled to recover the reasonable amount of all attorney’s fees of such counsel, costs incurred, and all other expenses incurred in enforcing such obligation. It is acknowledged that venue for any dispute shall be in St. Johns County, Florida and that this agreement shall be governed by the laws of the State of Florida.</p> <p>Commencement Availability: with a signed contract, deposit and approval permit, we could begin in December 2022 into January 2023.</p>			

TOTAL	\$9,056.00
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THANK YOU.

If you have any questions please give us a call at 904-868-4660!
Zach Sullivan
Big Z Pool Service, LLC
Licensed & Insured CPC#1459355

Accepted By

Accepted Date

If you have any questions please give us a call at 904-868-4660!

Zach Sullivan

Big Z Pool Service, LLC

Licensed & Insured CPC#1459355

Subsection **D** **iii**

Big Pool, 398



Big Z Pool Service, LLC
 172 Stokes Landing Rd
 Saint Augustine, FL 32095
 office@bigzpoolservice.com
 bigzpoolservice.com

Estimate 3298

ADDRESS 4463 Arlington Ridge Blvd Leesburg, FL 34748	DATE 11/01/2022	TOTAL \$192,476.00	EXPIRATION DATE 11/30/2022
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PRODUCT/SERVICE	QTY	RATE	AMOUNT
RE: Pool Resurface Project, Zero-Entry Beach Pool			
Plaster Finishes:Sunstone Pearl Plaster Sunstone Pearl Pebble Plaster Finish Color: Cove Blue 3744 sqft. plus 43 linear feet of steps Warranty: Includes a limited 15-yr. warranty from date of install from the manufacturer if installed by a certified plaster company. We use Tempool Inc.	3,787	20.00	75,740.00
Remodel:Commercial Prep Labor Remodel Prep Labor Includes: To drain the body of water, chip out remove and dispose of hollow spots in existing plaster, install 2 new 12x12 VGB main drains, 32 floor fittings and 4 wall fittings then we will seal around all of the pool fittings including the light niches; followed by pressure washing of the entire pool surface with a 4000 psi oscillating tip to remove the rest of the old plaster/marcite finally we then apply a bonding agent preparing the pool for the new plaster.	3,744	18.00	67,392.00
Job Material:Materials Floor Fittings	32	36.00	1,152.00
Job Material:Materials Wall Fittings	4	9.50	38.00
Job Material:Materials VGB Main Drain Covers w/ Frames 7-year lifespan covers	2	147.00	294.00

If you have any questions please give us a call at 904-868-4660!
 Zach Sullivan
 Big Z Pool Service, LLC
 Licensed & Insured CPC#1459355

PRODUCT/SERVICE	QTY	RATE	AMOUNT
Remodel:Pool Gutter reconstruction Pool Gutter Reconstruction, to chip out pool gutters around the pool 288 linear feet, removing old gutter gutters, installation of 29 new gutter grates and reseal. We will also set the correct height of the gutter so they will have a 2" fall from the front of the gutter to the backsplash waterline tile which is building code.	288	49.00	14,112.00
Job Material:Materials Gutter Grates	29	22.00	638.00
Remodel:Commercial Waterline Tile and Install Waterline and Gutter Tiles, Installed 576 linear feet Includes: to remove existing tiles, install the waterline and gutter tiles on a commercial application this includes grouting. The new gutter tiles will be 6x6 non-skid tiles as this is building code for commercial swimming pools. Tile Color: TBD Grout Color: TBD *Samples will be provided by email for choosing*	576	30.00	17,280.00
Remodel:Depth marker tiles Depth Marker Tiles, 6x6 Tiles Needed: 1 FT 6 IN (2) 3 FT 6 IN (1) 3 FT (3) 5 FT (2) 4 FT (1) 4 FT 6 IN (3)	36	18.00	648.00
Remodel:Stair Cap Tile and Installation Stair Cap Tiles and Installation, this is for the steps and swim out bench in the pool. 73 linear feet Color: TBD *Samples will be provided by email for choosing*	73	18.00	1,314.00
Job Material:Materials Zero-Entry Grating 16 linear feet -to replace zero entry grating with new grating. We will also cleanout inside the trough underneath the grating. Overtime they collect a large amount of debris and sand.	16	108.00	1,728.00

If you have any questions please give us a call at 904-868-4660!

Zach Sullivan

Big Z Pool Service, LLC

Licensed & Insured CPC#1459355

PRODUCT/SERVICE	QTY	RATE	AMOUNT
Job Material:Materials Pentair White LED 12v 100ft corded Pool Lights	6	1,015.00	6,090.00
Permit Fees:Permit Fee Permit Fee for the County covers the documentation process for the application, permit, notice of commencement and department of health forms and reporting for notice of resurfacing.	1	1,050.00	1,050.00
Remodel:Travel Fee Travel Fee for the Plaster Company only, to cover travel to the destination from Jacksonville FL to Leesburg, plus fuel for trucks. NOTE: trip charges are applied per the plaster company regardless of any job they do for us, however this rate includes their mileage and fuel.	1	5,000.00	5,000.00

If you have any questions please give us a call at 904-868-4660!

Zach Sullivan

Big Z Pool Service, LLC

Licensed & Insured CPC#1459355

PRODUCT/SERVICE	QTY	RATE	AMOUNT
<p>Deposit and Approval Notice: a signed copy of this estimate is required along with a signed contract that will be submitted once we have the signed estimate back along with a deposit. Once the deposit and contract are received, we will apply for the permit and after the permit is received, we will confirm the actual commencement date.</p> <p>Please note that this is an estimated cost to complete the work described. prices on materials and plaster can increase at any time due to industry demand and shortages of materials. If a price change does go into effect, a change order will be issued.</p> <p>Deposit Schedule: 20% due upon contract signing (net7) 35% commencement deposit (due 3 days prior to arrival) 35% plaster deposit (due 3 days prior to plater application) 10% Final Payment (due net 10 upon completion)</p> <p>Terms: Work will be completed as requested and payment is due based on the schedule provided. In the even Big Z Pool Service, LLC is required to employ legal counsel or incur any other expenses to enforce timely payment under this agreement, it shall be entitled to recover the reasonable amount of all attorney’s fees of such counsel, costs incurred, and all other expenses incurred in enforcing such obligation. It is acknowledged that venue for any dispute shall be in St. Johns County, Florida and that this agreement shall be governed by the laws of the State of Florida.</p> <p>Commencement Availability: with a signed contract, deposit and approval permit, we could begin in December 2022 into January 2023.</p>			
		TOTAL	\$192,476.00

THANK YOU.

If you have any questions please give us a call at 904-868-4660!

Zach Sullivan

Big Z Pool Service, LLC

Licensed & Insured CPC#1459355

Accepted By

Accepted Date

If you have any questions please give us a call at 904-868-4660!

Zach Sullivan

Big Z Pool Service, LLC

Licensed & Insured CPC#1459355

Subsection **D** **iii** **e**

Big Pool, 3313



Big Z Pool Service, LLC
 172 Stokes Landing Rd
 Saint Augustine, FL 32095
 office@bigzpoolservice.com
 bigzpoolservice.com

Estimate 3313

ADDRESS Arrington Ridge CDD 4463 Arrington Ridge Blvd Leesburg, FL 34748	DATE 10/31/2022	TOTAL \$23,041.34	EXPIRATION DATE 11/30/2022
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PRODUCT/SERVICE	QTY	RATE	AMOUNT
RE: Zero-Entry Beach Pool			
Job Material:Materials 7.5hp epoxy-coated pump with polyester finish. Includes a SS impeller with ultra high eff. TEFC motor.	1	6,535.42	6,535.42
Job Material:Materials 4x6 epoxy-coated pump stand	1	4,477.32	4,477.32
Job Material:Materials 15hp Accupump 3-phase 230v VFD Drive. Includes branch circuit protection, NEMA-4 rating, cooling fans with interlocking timeclocks and switches.	1	9,249.60	9,249.60
<p>NOTE: if you purchase the VFD drive along with the 7.5hp pump, the warranty increases from 1-3 years on both items from the manufacturer Compac Filtration of Jacksonville FL. We noticed the pump stand and pumps are heavily rusted, which is the cause of the staining around the returns. It is highly recommended if you have the pool resurfaced to replace the pump and stand including the drive because you do not want the rust leaching back into the pool from the pool returns onto that new finish which can happen in as little as 6 months. The drive is required by the DOE (department of energy). There is cost savings over time as you can run the pump at lower speeds overnight. You will typically get your initial investment back within the first 12 months in energy utility savings.</p>			

If you have any questions please give us a call at 904-868-4660!
 Zach Sullivan
 Big Z Pool Service, LLC
 Licensed & Insured CPC#1459355

PRODUCT/SERVICE	QTY	RATE	AMOUNT
Job Material:Materials Plumbing materials, includes flanges, fittings, and pipe	1	287.00	287.00
Job Material:Materials Electrical materials, includes wiring, conduit, misc. electrical components along with mounting of the VFD drive cabinets.	1	320.00	320.00
Job Material:Materials Liquid Filled Vacuum and Pressure Gauges 1 each	2	36.00	72.00
Labor Rates:Labor Labor	1	2,100.00	2,100.00

Deposit and Approval Notice: a signed copy of this estimate is required along with a 50% deposit to order materials scheduled the work to be completed. The final payment is due upon completion.

NOTE: the above products are custom-made upon order and can take 4-6 weeks for production. Once the order is created, the order cannot be cancelled or refunded unless there is a manufacturer defect and in that case the manufacturer's warranty is activated.

Deposit: \$11520.67

TOTAL	\$23,041.34
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THANK YOU.

Accepted By

Accepted Date

If you have any questions please give us a call at 904-868-4660!

Zach Sullivan

Big Z Pool Service, LLC

Licensed & Insured CPC#1459355

Subsection D iii f

Big Pool, 3314



Big Z Pool Service, LLC
 172 Stokes Landing Rd
 Saint Augustine, FL 32095
 office@bigzpoolservice.com
 bigzpoolservice.com

Estimate 3314

ADDRESS Arrington Ridge CDD 4463 Arrington Ridge Blvd Leesburg, FL 34748	DATE 10/31/2022	TOTAL \$23,041.34	EXPIRATION DATE 11/30/2022
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PRODUCT/SERVICE	QTY	RATE	AMOUNT
RE: Lap Pool			
Job Material:Materials 7.5hp epoxy-coated pump with polyester finish. Includes a SS impeller with ultra high eff. TEFC motor.	1	6,535.42	6,535.42
Job Material:Materials 4x6 epoxy-coated pump stand	1	4,477.32	4,477.32
Job Material:Materials 15hp Accupump 3-phase 230v VFD Drive. Includes branch circuit protection, NEMA-4 rating, cooling fans with interlocking timeclocks and switches.	1	9,249.60	9,249.60
<p>NOTE: if you purchase the VFD drive along with the 7.5hp pump, the warranty increases from 1-3 years on both items from the manufacturer Compac Filtration of Jacksonville FL. We noticed the pump stand and pumps are heavily rusted, which is the cause of the staining around the returns. It is highly recommended if you have the pool resurfaced to replace the pump and stand including the drive because you do not want the rust leaching back into the pool from the pool returns onto that new finish which can happen in as little as 6 months. The drive is required by the DOE (department of energy). There is cost savings over time as you can run the pump at lower speeds overnight. You will typically get your initial investment back within the first 12 months in energy utility savings.</p>			

If you have any questions please give us a call at 904-868-4660!
 Zach Sullivan
 Big Z Pool Service, LLC
 Licensed & Insured CPC#1459355

PRODUCT/SERVICE	QTY	RATE	AMOUNT
Job Material:Materials Plumbing materials, includes flanges, fittings, and pipe	1	287.00	287.00
Job Material:Materials Electrical materials, includes wiring, conduit, misc. electrical components along with mounting of the VFD drive cabinets.	1	320.00	320.00
Job Material:Materials Liquid Filled Vacuum and Pressure Gauges 1 each	2	36.00	72.00
Labor Rates:Labor Labor	1	2,100.00	2,100.00

Deposit and Approval Notice: a signed copy of this estimate is required along with a 50% deposit to order materials scheduled the work to be completed. The final payment is due upon completion.

NOTE: the above products are custom-made upon order and can take 4-6 weeks for production. Once the order is created, the order cannot be cancelled or refunded unless there is a manufacturer defect and in that case the manufacturer's warranty is activated.

Deposit: \$11520.67

TOTAL	\$23,041.34
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THANK YOU.

Accepted By

Accepted Date

If you have any questions please give us a call at 904-868-4660!

Zach Sullivan

Big Z Pool Service, LLC

Licensed & Insured CPC#1459355

Subsection **D** **iii**

Big Pool, 331



Big Z Pool Service, LLC
 172 Stokes Landing Rd
 Saint Augustine, FL 32095
 office@bigzpoolservice.com
 bigzpoolservice.com

Estimate 3315

ADDRESS Arrington Ridge CDD 4463 Arrington Ridge Blvd Leesburg, FL 34748	DATE 10/31/2022	TOTAL \$1,785.00	EXPIRATION DATE 11/30/2022
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PRODUCT/SERVICE	QTY	RATE	AMOUNT
RE: Lap Pool, Filter Grids			
Job Material:Materials 17.5x24 De Filter Grids	35	31.00	1,085.00
Labor Rates:Labor Labor to remove and dispose of the old filter grids, acid wash the tank to remove any rust or staining if possibly, installation of the new filter grids, refill and add DE Filter powder to restart system.	1	700.00	700.00

TOTAL	\$1,785.00
--------------	-------------------

THANK YOU.

Accepted By

Accepted Date

If you have any questions please give us a call at 904-868-4660!
 Zach Sullivan
 Big Z Pool Service, LLC
 Licensed & Insured CPC#1459355

Subsection **D**

Big Pool, 331



Big Z Pool Service, LLC
 172 Stokes Landing Rd
 Saint Augustine, FL 32095
 office@bigzpoolservice.com
 bigzpoolservice.com

Estimate 3316

ADDRESS Arrington Ridge CDD 4463 Arrington Ridge Blvd Leesburg, FL 34748	DATE 10/31/2022	TOTAL \$1,816.00	EXPIRATION DATE 11/30/2022
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PRODUCT/SERVICE	QTY	RATE	AMOUNT
RE: Zero-Entry Beach Pool, Filter Grids			
Job Material:Materials 17.5x24 De Filter Grids	36	31.00	1,116.00
Labor Rates:Labor Labor to remove and dispose of the old filter grids, acid wash the tank to remove any rust or staining if possibly, installation of the new filter grids, refill and add DE Filter powder to restart system.	1	700.00	700.00

TOTAL	\$1,816.00
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THANK YOU.

Accepted By

Accepted Date

If you have any questions please give us a call at 904-868-4660!
 Zach Sullivan
 Big Z Pool Service, LLC
 Licensed & Insured CPC#1459355

Subsection E

General anager



October 2022

General Manager's Report

Golf Operations

- We would like to start by welcoming our new superintendent James Kelly to the Arlington Ridge team. James has great vision and has already made plans on how he would like to get the golf course to the next level.
- October started off a great 2022-2023 season at Arlington Ridge. Rounds were up 1,084 to budget and 769 to prior year. Revenue looks to maintain at a good pace moving into our new fiscal year.
- Financial Overview – October Financials
 - Consistent golf play, along with three well attended events, made for a great start to the new season. Arlington Cup, The Pink Challenge and Halloween Night Golf were great events. The Pink Challenge raised \$4,091.17 for the Florida Breast Cancer Foundation.
 - Net Incomes (Profit) finished at \$30,395, which is \$30,062 ahead of budget and \$43,369 ahead of last year.
- Moving Forward
 - Our official 2023 season will start on November 1st. 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.
 - We also are looking forward to our upcoming seasonal events. The Turkey Shoot, Uncle Eddies' Ugly Sweater and the Hair of the Dog event on New Year's Day are always fun.

Food & Beverage

- Food and beverage cost of goods continue to be about 2% higher than budget, mainly because of Hurricane Ian. Supply issues also add to the higher-than-normal cost to most of our high-volume items.
- 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. We hope to get back to our original restaurant menu layouts real soon.

- Financial Overview – October Financials
 - October was a great start for food and beverage’s 2022-2023 season. Great events like Oktoberfest and all the food items sold during the US Kids Golf event, along with regular food service throughout the month, helped us with a strong revenue finish.
 - Total revenue was \$85,704, which is right in line with budget and \$3,180 ahead of the previous year.
 - Because of low staffing levels total labor was \$8,685 below budget. The team did an outstanding job of achieving revenue and service expectations, which being short staffed.
 - Net Income (Profit) was a loss of \$5,030, which is \$10,137 ahead of budget and \$16,823 ahead of the previous year.
- Moving forward
 - The staff is preparing for some great upcoming community events. Thanksgiving Dinner, both dine-in and take-out, Holiday Gala and a New Year’s Eve party will make for a very festive season here at Arlington Ridge.
 - We continue working with clubs like Friday Follies, bocce groups, and different block party committees with setting up their upcoming events.

Golf Course Maintenance

- James has a high attention to detail and has a great program for both the winter and spring growing seasons.
- Thru the winter months James and his team will be detailing many areas both in the playing and non-playing parts of the course.

Key Performance Highlights

- Revenue has started strong for our new fiscal year. Golf along with Food and Beverage both performed well in September and combined were \$8,437 ahead of budget and \$27,135 ahead of the previous year.
- We can’t say enough about the dedication of the entire Arlington Ridge team. They all continue to play a large part in the success of the club.

Key Performance Issues

- Hiring still has its challenges, even with adjustments made to our daily operational procedures. We continue to search for the associates to join the existing team.
- 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 but moving in the right direction.

Subsection **Ei**

Furniture Proposals



November 7, 2022

Mr. Frank Bruno
General Manager
Arlington Ridge Golf Club
4463 Arlington Ridge Blvd.
Leesburg, Florida. 34748

2nd Revised Quote

Frank:

Thank you very much for the opportunity to provide updated budget numbers for Arlington Ridge Golf Club. Per your preliminary selections, I have provided pricing for the styles and quantities of the chairs and stools we reviewed, now revised.

Lead times are currently six to eight weeks after receipt of a signed order and a 50% deposit. There will be a required progress payment two weeks prior to ship date of which you will be kept apprised. As we discussed, there is a five-year limited warranty on all seating. In my 30 years of selling hospitality furniture, the average life span of these chairs has been 10 plus years.

***All upholstery items are grade 2**

Dillon Williamsburg Vinyl
Winslow Peacock Blue Chip Fabric
Loose change, Blue fabric
Wood finish to be Mahogany

OPTION 1

62 W38818-GR2 Side chairs with wood flared backs,
Upholstered with 2 ½” padded seats
With fabric backers, non-marring nylon

Page Two

		Glides, German Beech wood, Mahogany Frames	\$184/ \$11,408.00
80	W91118A-GR2	Arm chairs with decorative ladder Backs and 3" upholstered padded box Seats, non-marring nylon glides, German Beech wood, Mahogany Frames	\$269/ \$21,520.00
8	W388830-GR2	Armless Bar Stools with wood flared Backs, upholstered 2-1/2" padded Seats with fabric backer, non-marring Nylon glides, German Beech wood In Mahogany	\$230/ \$ 1,840.00
Sub-Total			\$34,768.00
Labor to receive, inspect and deliver/install all chairs and stools after removing designated existing seating – all packing materials to be removed as well.			\$ 3,550.00
Freight			\$ 2,650.00
Total			\$40,968.00

OPTION 2

94	W38818-GR2	Side chairs with wood flared backs, Upholstered with 2 ½" padded seats With fabric backers, non-marring nylon Glides, German Beech wood, Mahogany Frames	\$184/ \$17,296.00
48	W91118A-GR2	Arm chairs with decorative ladder Backs and 3" upholstered padded box Seats, non-marring nylon glides, German Beech wood, Mahogany Frames	\$269/ \$12,912.00

Page Three

8	W388830-GR2	Armless Bar Stools with wood flared Backs, upholstered 2-1/2" padded Seats with fabric backer, non-marring Nylon glides, German Beech wood In Mahogany	\$230/ \$ 1,840.00
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Sub-Total			\$32,048.00
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Labor to receive, inspect and deliver/install all chairs and stools after removing designated existing seating – all packing materials to be removed as well.

\$ 3,550.00

Freight			\$ 2,650.00
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Total			\$38,248.00
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OPTION 3

110	W38818-GR2	Side chairs with wood flared backs, Upholstered with 2 ½" padded seats With fabric backers, non-marring nylon Glides, German Beech wood, Mahogany Frames	\$184/ \$20,240.00
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32	W91118A-GR2	Arm chairs with decorative ladder Backs and 3" upholstered padded box Seats, non-marring nylon glides, German Beech wood, Mahogany Frames	\$269/ \$ 8,608.00
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8	W388830-GR2	Armless Bar Stools with wood flared Backs, upholstered 2-1/2" padded Seats with fabric backer, non-marring Nylon glides, German Beech wood In Mahogany	\$230/ \$ 1,840.00
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Sub-Total			\$30,688.00
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Page 4

Labor to receive, inspect and deliver/install all chairs and stools after removing designated existing seating – all packing materials to be removed as well.

\$ 3,550.00

Freight

\$ 2,650.00

Total

\$36,688.00

Per Mr. Bruno, Arlington Ridge Golf Club is tax exempt. I will need a copy of the Tax Exempt Certificate.

Please call with any questions.

Kind regards,

Stephen W. Young, Owner
Clubhouse Interiors, Inc.
83 Marsh Hollow Road
Ponte Vedra, Florida. 32081

Accepted by: _____
Frank Bruno



11/08/2022




ARLINGTON

Quote

Project: Arlington Ridge GR2 11-8-22

From: Premier Cutlery Depot, LLC
 DBA Premier Restaurant Supply
 9227 2nd Ave, Ste 1
 Orlando, FL 32824
 Office - 407-730-4643
 Deddy Cell - 321-276-9785
 Wendy Cell - 813-512-1455
 John Cell - 863-595-5994
 deddy@premierrestaurantsupply.com
 www.premierrestaurantsupply.com

Thank you for the opportunity to quote you these items!

Item	Qty	Description	Sell	Sell Total
1	62 ea	CHAIR JustChair Manufacturing W38818-GR2 Side Chair, wood flared back, upholstered 2-1/2" padded seat, with fabric backer, German beech wood frame, non-marring nylon glides, grade 2 uph. 	\$192.00	\$11,904.00
	62 ea	5 year limited warranty against manufacturer defects		
	62 ea	Grade 2 Vinyl upholstery for seat to be specified		
	62 ea	Wood finish to be specified		
2	80 ea	CHAIR JustChair Manufacturing W91118A-GR2 Arm Chair, decorative ladder back, 3" upholstered padded box seat, German beech wood, non-marring nylon glides, grade 2 uph. 	\$286.20	\$22,896.00
	80 ea	5 year limited warranty against manufacturer defects		
	80 ea	Grade 2 Vinyl upholstery to be specified		
	80 ea	Wood finish to be specified		
3	8 ea	BAR STOOL JustChair Manufacturing W38830-GR2 Bar Stool, wood flared back, upholstered 2-1/2" padded seat, with fabric backer, German beech wood frame, foot rest, non-marring nylon glides, grade 2 uph. 	\$240.60	\$1,924.80
	8 ea	5 year limited warranty against manufacturer defects		
	8 ea	Grade 2 Vinyl upholstery for seat to be specified		
	8 ea	Wood finish to be specified		
	1 ea	LABOR Custom LABOR Labor to receive, inspect and deliver/install all chairs and bar stools	\$3,800.00	\$3,800.00

Item	Qty	Description	Sell	Sell Total
1 ea		FREIGHT	\$2,825.00	\$2,825.00



JustChair Manufacturing JCM-FREIGHT
 Estimated Freight Charges:
 Date: 11-8-22
 Customer: Premier Restaurant Supply
 Sales Rep: BMA - Debbie
 PO #/Project Name: Arlington Hills Country Club
 To: Leesburg, FL 34748
 From (FOB): Atlanta Warehouse
 Description: Per Quote
 Specs (pallets/class/size/weight): Floor Load / 26' Ft.Truck
 Call ahead: Yes
 Special Services: Lift Gate requested
 Availability as of today: W338 In Stock, W91118A 78 In Stock, 2 ea. W91118A on Backorder
 Dedicated Truck

FREIGHT QUOTE NOTE Freight quotes are estimates provided via third parties and are valid for 15 days only. Your freight will be re-quoted/verified at the time of placing your order, and again one week before shipping. Special services such as delivery appointment, lift gate, limited access sites, unloading, inside delivery and installation are not included unless noted and included in charges above.

CANCELLATION NOTE: Any cancellation or changes for dedicated trucks within 7 days of the scheduled shipment, will result in the actual billed cost to JustChair, which may result in a cancellation fee of up to 100% of total freight cost.

DAMAGE NOTE: Never refuse a shipment. Consignee (recipient) must inspect the shipment upon receipt. When they sign for the shipment, it is an acknowledgement of the condition of the shipment. Consignee must note all damages on the Bill of Lading receipt, and notify JustChair within 24 hours for a freight claim to be valid, Pictures are greatly appreciated. On concealed damage, notify JustChair immediately with pictures via freight@justchair.com.

ARRIVAL NOTE: Driver is not responsible for unloading (unless special service requested). The consignee is responsible for unloading and removal of packaging (are allowed inside the truck). Please have 3-4 people available. All delivery appointments should be during normal business hours, 9 A.M. to 5 P.M.

COVID NOTE: We currently cannot offer any guarantees on speed or cost of freight. Evolving COVID-19 restrictions and related events worldwide have affected all logistics, and are out of our full control.

Please note that we are experiencing longer lead times due to the ongoing worldwide supply chain disruptions and labor shortages. Dates will vary, but we will communicate as we get any deviation information.
 If you have any questions, please feel free to contact our customer service or sales departments anytime.

CUSTOMER IS RESPONSIBLE FOR UNLOADING, PLEASE HAVE 3-4 PEOPLE AVAILABLE AT TIME OF DELIVERY!
PLEASE NOTE THAT FREIGHT QUOTES ARE SUBJECT TO CHANGE-BECAUSE OF THE VOLITILE GAS PRICES, FREIGHT WILL BE REQUOTED AT TIME OF SHIPMENT!!
ARRIVAL NOTE: DRIVER IS NOT RESPONSIBLE FOR UNLOADING (UNLESS THAT SPECIAL SERVICE IS REQUESTED AT AN UPCHARGE) THE ENDUSER IS RESPONSIBLE FOR UNLOADING AND REMOVAL OF PACKAGING AND ARE ALLOWED INSIDE THE TRUCK. PLEASE HAVE 3-4 PEOPLE AVAIABLE TO UNLOAD. ALL DELIVERY APPOINTMENTS SHOULD BE DURING NORMAL BUSINESS HOURS, 9 A.M. TO 5 P.M.

Merchandise	\$43,349.80
Tax 7% <i>Exempt</i>	\$3,034.49
Total	\$46,384.29

Pricing Valid 30 days due to impending tariffs

Acceptance: _____ Date: _____
 Printed Name: _____
 Project Grand Total: \$46,384.29

Section

Business Items

Subsection □A

Allied □niversal Rate Increase

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-3xoixvoa.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
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!

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.

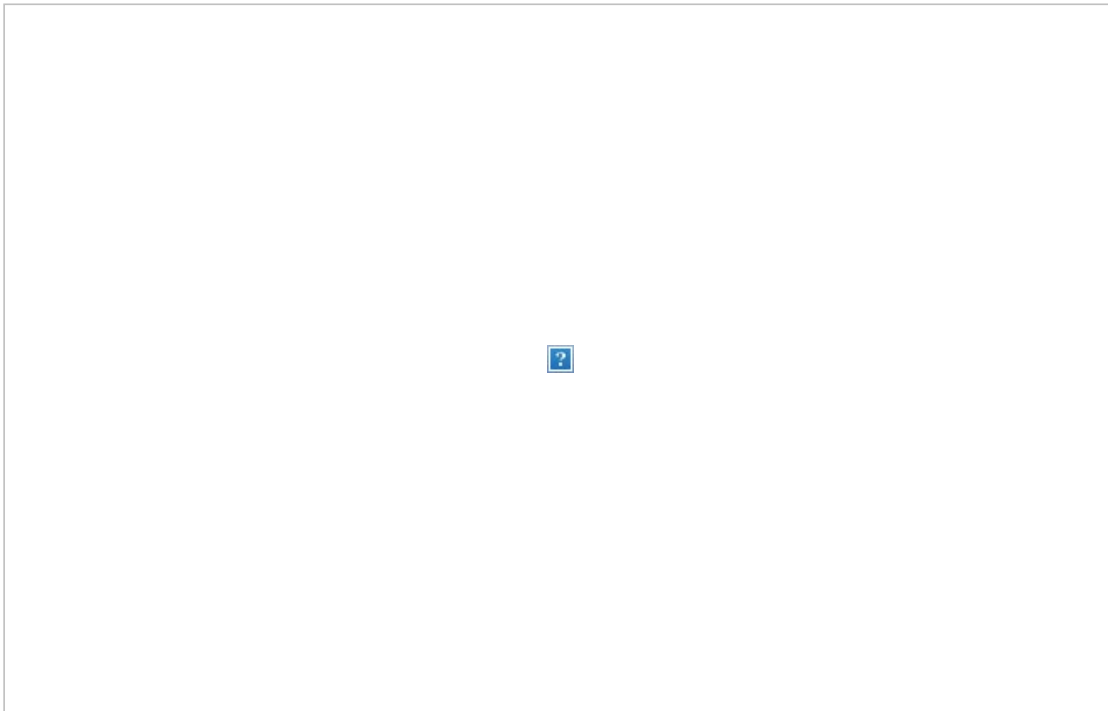
- At the Current \$13.50 Base Wage, employees would need to work **65.6 hours per week**, or have **1.6 jobs** in order to afford a 0 bedroom efficiency rental and not be cost-burdened for housing, per NLIHC/HUD .
<http://nlihc.org/oor/florida> - Out of Reach 2022: Florida)
- Workers in the Orlando-Kissimmee-Sanford, 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

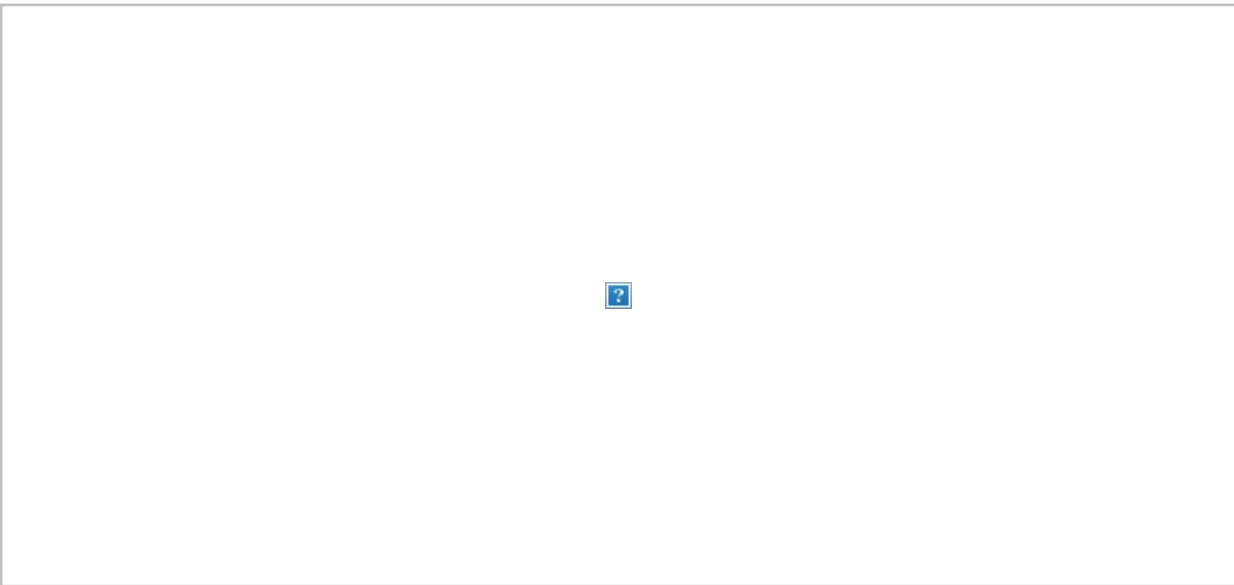
HUD Housing estimates show housing expenses in Orlando will increase another +7% in 2022

(https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2022_code/2022summary.odn)

- 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)
- 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)
 - 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 30th.**

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 3rd 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



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Subsection B

Fiscal Year 2011 Audit

**Arlington Ridge Community
Development District**

ANNUAL FINANCIAL REPORT

September 30, 2021

Arlington Ridge Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2021

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Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
Arlington Ridge Community Development District
Leesburg, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of Arlington Ridge Community Development District (the "District") as of and for the year ended September 30, 2021, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Accounting Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Fort Pierce / Stuart



To the Board of Supervisors
Arlington Ridge Community Development District

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Arlington Ridge Community Development District, as of September 30, 2021, and the respective changes in financial position and the budgetary comparison for the General and Special Revenue Funds for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management Discussion and Analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated October 24, 2022 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Arlington Ridge Community Development District's internal control over financial reporting and compliance.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

October 24, 2022

**Arlington Ridge Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

Management's discussion and analysis of Arlington Ridge Community Development District's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses and related program revenues are reported by major function, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment, culture/recreation and debt service.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

**Arlington Ridge Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General and Special Revenue Funds. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of expendable resources, as well as balances of expendable resources available at the end of the year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the statement of revenues, expenditures, and changes in fund balances provide reconciliations to facilitate this comparison between governmental funds and governmental activities.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *Notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2021.

- ◆ The District's total assets exceeded total liabilities by \$10,957,051 (net position). Net investment in capital assets for Governmental Activities was \$9,953,961. Unrestricted net position for Governmental Activities was \$615,399. Restricted net position for Governmental Activities was \$387,691.
- ◆ Governmental Activities revenues totaled \$4,779,458 while Governmental Activities expenses totaled \$4,917,082.

**Arlington Ridge Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

Net Position

	Governmental Activities	
	2021	2020
Current assets	\$ 1,161,712	\$ 1,018,659
Restricted assets	721,292	779,161
Capital assets	13,204,928	13,979,820
Total Assets	<u>15,087,932</u>	<u>15,777,640</u>
Current liabilities	1,311,852	570,363
Non-current liabilities	2,819,029	4,112,602
Total Liabilities	<u>4,130,881</u>	<u>4,682,965</u>
Net Position - Net investment in capital assets	9,953,961	10,000,569
Net Position - Restricted	387,691	324,269
Net Position - Unrestricted	<u>615,399</u>	<u>769,837</u>
Total Net Position	<u>\$ 10,957,051</u>	<u>\$ 11,094,675</u>

The increase in current assets is primarily due to the increase in cash in the current year.

The increase in current liabilities is related to the increase in the current portion of notes payable.

The decrease in non-current liabilities is related to current year principal payments and the increase in the current portion of notes payable.

The decrease in capital assets is primarily the result of depreciation in excess of capital additions in the current year.

**Arlington Ridge Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change in Net Position

	Governmental Activities	
	2021	2020
<u>Program Revenues</u>		
Charges for services	\$ 4,741,155	\$ 5,525,181
Capital grants and contributions	-	2,944
<u>General Revenues</u>		
Miscellaneous revenues	36,349	61,847
Gain on sale of assets	767	-
Investment earnings	1,187	16,688
Total Revenues	<u>4,779,458</u>	<u>5,606,660</u>
<u>Expenses</u>		
General government	191,683	213,754
Physical environment	1,920,870	1,647,349
Culture/recreation	2,608,607	2,388,207
Interest and other charges	195,922	234,929
Total Expenses	<u>4,917,082</u>	<u>4,484,239</u>
Change in Net Position	(137,624)	1,122,421
Net Position - Beginning of Year	<u>11,094,675</u>	<u>9,972,254</u>
Net Position - End of Year	<u>\$ 10,957,051</u>	<u>\$ 11,094,675</u>

The decrease in charges for services in the current year is due to the purchase of the golf course in the prior year.

The increase in culture/recreation is related to a full year of golf course operations in the current year.

The increase in physical environment is related to certain major repair and maintenance projects in the current year.

The decrease in interest and other charges is related to the reduction in outstanding debt in the current year.

**Arlington Ridge Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets activity as of September 30, 2021 and 2020.

Description	Governmental Activities	
	2021	2020
Land and improvements	\$ 4,135,000	\$ 4,135,000
Buildings and improvements	10,684,800	10,684,800
Infrastructure	7,410,755	7,410,755
Equipment	907,296	858,200
Accumulated depreciation	(9,932,923)	(9,108,935)
 Total Capital Assets (Net)	 <u>\$ 13,204,928</u>	 <u>\$ 13,979,820</u>

During the year, the District added \$53,096 in capital assets, disposed of \$4,000 in capital assets at a gain of \$767, and depreciation for governmental activities was \$824,755.

General Fund Budgetary Highlights

The budget exceeded governmental expenditures primarily due to less tax collector fees, event costs and capital outlay expenditures than were anticipated.

The September 30, 2021 budget was amended for greater capital outlay and bank service charge expenditures than were originally anticipated.

Debt Management

Governmental Activities debt includes the following:

- ◆ In March 2006, the District issued \$15,965,000 Series 2006A Special Assessment Bonds with a fixed interest rate of 5.50%. These bonds were issued to finance the acquisition and construction of certain improvements for the benefit of certain property within the District. As of September 30, 2021, \$2,530,000 of Series 2006A Bonds were still outstanding.
- ◆ In July 2019, the District issued \$1,765,000 Series 2019 Special Assessment Bonds with varying interest rates from 3.60% to 4.00%. These bonds were issued to finance the acquisition of the Arlington Ridge Golf Club and the construction or reconstruction of related improvements. As of September 30, 2021, \$720,000 of Series 2019 Bonds were still outstanding.
- ◆ In November 2019, the District entered into a capital lease agreement for equipment valued at \$512,412. As of September 30, 2021, a balance of \$312,831 was still outstanding.

**Arlington Ridge Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2021**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Economic Factors and Next Year's Budget

The District does not anticipate any economic factors to have a significant effect on the financial position or the results of operations in fiscal year 2022.

Request for Information

This financial report is designed to provide a general overview of the District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed Inframark Infrastructure Management, 210 North University Drive, Suite 702, Coral Springs, Florida 33071.

Arlington Ridge Community Development District
STATEMENT OF NET POSITION
September 30, 2021

	Governmental Activities
ASSETS	
Current Assets	
Cash and equivalents	\$ 368,340
Investments	645,231
Accounts receivable	14,349
Special assessments receivable	10,570
Inventory	62,061
Prepaid expenses	28,718
Deposits	18,495
Cash restricted for deposits	13,948
Total Current Assets	1,161,712
Non-current Assets	
Restricted assets	
Cash and investments	721,292
Capital assets:	
Assets not being depreciated	
Land and improvements	4,135,000
Assets being depreciated	
Buildings and improvements	10,684,800
Infrastructure	7,410,755
Equipment	907,296
Less: accumulated depreciation	(9,932,923)
Total Non-current Assets	13,926,220
Total Assets	15,087,932
LIABILITIES	
Current Liabilities	
Accounts payable and accrued expenses	162,218
Unearned revenues	322,455
Deposits payable from restricted cash	13,948
Accrued interest payable	69,429
Leases payable	108,802
Bonds payable	635,000
Total Current Liabilities	1,311,852
Non-current Liabilities	
Leases payable	204,029
Bonds payable	2,615,000
Total Non-current Liabilities	2,819,029
Total Liabilities	4,130,881
NET POSITION	
Net investment in capital assets	9,953,961
Restricted for debt service	387,691
Unrestricted	615,399
Total Net Position	\$ 10,957,051

See accompanying notes to financial statements.

Arlington Ridge Community Development District
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2021

Functions/Programs	Expenses	Program Revenues Charges for Services	Net (Expense) Revenues and Changes in Net Position Governmental Activities
Governmental Activities			
General government	\$ (191,683)	\$ 198,133	\$ 6,450
Physical environment	(1,920,870)	1,580,390	(340,480)
Culture/recreation	(2,608,607)	2,014,413	(594,194)
Interest and other charges	(195,922)	948,219	752,297
Total Governmental Activities	<u>\$ (4,917,082)</u>	<u>\$ 4,741,155</u>	<u>(175,927)</u>
	General Revenues		
	Investment earnings		1,187
	Other revenues		36,349
	Gain on sale of assets		767
	Total General Revenues		<u>38,303</u>
	Change in Net Position		(137,624)
	Net Position - October 1, 2020		<u>11,094,675</u>
	Net Position - September 30, 2021		<u>\$ 10,957,051</u>

See accompanying notes to financial statements.

Arlington Ridge Community Development District
BALANCE SHEET -
GOVERNMENTAL FUNDS
September 30, 2021

	General	Special Revenue	Debt Service	Capital Projects	Total Governmental Funds
ASSETS					
Cash and cash equivalents	\$ 135,535	\$ 246,753	\$ -	\$ -	\$ 382,288
Investments	645,231	-	-	-	645,231
Assessments receivable	8,773	-	1,797	-	10,570
Accounts receivable	-	14,349	-	-	14,349
Due from other funds	12,983	-	58,128	-	71,111
Inventory	-	62,061	-	-	62,061
Prepaid expenses	11,069	17,649	-	-	28,718
Deposits	-	18,495	-	-	18,495
Restricted assets					
Investments, at fair value	-	-	624,998	96,294	721,292
Total Assets	<u>\$ 813,591</u>	<u>\$ 359,307</u>	<u>\$ 684,923</u>	<u>\$ 96,294</u>	<u>\$ 1,954,115</u>
LIABILITIES AND FUND BALANCES					
Liabilities:					
Accounts payable and accrued expenses	\$ 86,659	\$ 75,559	\$ -	\$ -	\$ 162,218
Due to other funds	58,128	750	-	12,233	71,111
Deposits	780	13,168	-	-	13,948
Unearned revenues	4,865	317,590	-	-	322,455
Total Liabilities	<u>150,432</u>	<u>407,067</u>	<u>-</u>	<u>12,233</u>	<u>569,732</u>
Fund Balances:					
Nonspendable:					
Inventory	-	62,061	-	-	62,061
Prepaid expenses and deposits	11,069	36,144	-	-	47,213
Assigned:					
Subsequent year's expenditures	83,171	-	-	-	83,171
Capital Reserve	514,845	-	-	-	514,845
Restricted:					
Debt service	-	-	684,923	-	684,923
Capital projects	-	-	-	84,061	84,061
Unassigned:					
Total Fund Balances	<u>663,159</u>	<u>(145,965)</u>	<u>684,923</u>	<u>84,061</u>	<u>1,384,383</u>
Total Liabilities and Fund Balances	<u>\$ 813,591</u>	<u>\$ 359,307</u>	<u>\$ 684,923</u>	<u>\$ 96,294</u>	<u>\$ 1,954,115</u>

See accompanying notes to financial statements.

**Arlington Ridge Community Development District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2021**

Total Governmental Fund Balances	\$ 1,384,383
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets not being depreciated, land and improvements, used in governmental activities are not current financial resources, and, therefore, are not reported at the fund level.	4,135,000
Capital assets being depreciated, infrastructure, \$7,410,755, buildings and improvements, \$10,684,800, and equipment, \$907,296, net of accumulated depreciation, \$(9,932,923), used in governmental activities are not current financial resources; and therefore are not reported at the fund level.	9,069,928
Long-term liabilities, including leases payable, are not due and payable in the current period and therefore, are not reported at the fund level.	(312,831)
Long-term liabilities, including bonds payable, are not due and payable in the current period and therefore, are not reported at the fund level.	(3,250,000)
Accrued interest expense for long-term debt is not a current financial use and therefore, is not reported at the fund level.	<u>(69,429)</u>
Net Position of Governmental Activities	<u><u>\$ 10,957,051</u></u>

See accompanying notes to financial statements.

Arlington Ridge Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES - GOVERNMENTAL FUNDS
For the Year Ended September 30, 2021

	General	Special Revenue	Debt Service	Capital Projects	Total Governmental Funds
Revenues					
Special assessments	\$ 1,778,523	\$ -	\$ 948,219	\$ -	\$ 2,726,742
Charges for services	-	2,014,413	-	-	2,014,413
Investment earnings	1,140	-	37	10	1,187
Other revenues	36,349	-	-	-	36,349
Total Revenues	<u>1,816,012</u>	<u>2,014,413</u>	<u>948,256</u>	<u>10</u>	<u>4,778,691</u>
Expenditures					
Current					
General government	191,683	-	-	-	191,683
Physical environment	1,528,940	-	-	72,360	1,601,300
Culture/recreation	-	2,103,422	-	-	2,103,422
Capital outlay	53,096	-	-	-	53,096
Debt service					
Principal	-	104,900	715,000	-	819,900
Interest	-	14,388	196,045	-	210,433
Total Expenditures	<u>1,773,719</u>	<u>2,222,710</u>	<u>911,045</u>	<u>72,360</u>	<u>4,979,834</u>
Excess/deficiency of revenues over/(under) expenditures	42,293	(208,297)	37,211	(72,350)	(201,143)
Other Financing Sources/(Uses)					
Insurance proceeds	4,000	-	-	-	4,000
Transfers in	-	152,971	9	2	152,982
Transfers out	(152,971)	-	(2)	(9)	(152,982)
Total Other Financing Sources/(Uses)	<u>(148,971)</u>	<u>152,971</u>	<u>7</u>	<u>(7)</u>	<u>4,000</u>
Net change in fund balances	(106,678)	(55,326)	37,218	(72,357)	(197,143)
Fund Balances - October 1, 2020	<u>769,837</u>	<u>7,566</u>	<u>647,705</u>	<u>156,418</u>	<u>1,581,526</u>
Fund Balances - September 30, 2021	<u>\$ 663,159</u>	<u>\$ (47,760)</u>	<u>\$ 684,923</u>	<u>\$ 84,061</u>	<u>\$ 1,384,383</u>

See accompanying notes to financial statements.

Arlington Ridge Community Development District
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2021

Net Change in Fund Balances - Total Governmental Funds	\$ (197,143)
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Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount depreciation, \$(824,755), exceeded capital outlay, \$53,096, and net disposal of capital assets \$(3,233), in the current period.	(774,892)
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Repayment of long-term liabilities are reported as expenditures in the governmental fund statements but such repayments reduce liabilities in the Statement of Net Position and are eliminated in the Statement of Activities.	819,900
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Accrued interest expense is reported in the Statement of Activities but in governmental funds interest expenditures are reported when due. This is the net amount between current year and prior year accruals.	<u>14,511</u>
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Change in Net Position of Governmental Activities	<u><u>\$ (137,624)</u></u>
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See accompanying notes to financial statements.

Arlington Ridge Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL - GENERAL FUND
For the Year Ended September 30, 2021

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
Revenues				
Special assessments	\$1,800,000	\$ 1,800,000	\$ 1,778,523	\$ (21,477)
Investment earnings	9,000	9,000	1,140	(7,860)
Other revenues	59,500	59,500	36,349	(23,151)
Total Revenues	<u>1,868,500</u>	<u>1,868,500</u>	<u>1,816,012</u>	<u>(52,488)</u>
Expenditures				
Current				
General government	225,960	226,058	191,683	34,375
Physical environment	1,363,945	1,363,945	1,528,940	(164,995)
Capital outlay	-	299,830	53,096	246,734
Total Expenditures	<u>1,589,905</u>	<u>1,889,833</u>	<u>1,773,719</u>	<u>116,114</u>
Excess/deficiency of revenues over/(under) expenditures	278,595	(21,333)	42,293	63,626
Other Financing Sources/(Uses)				
Insurance proceeds	-	-	4,000	4,000
Transfers out	(152,971)	(152,971)	(152,971)	-
Total Other Financing Sources/(Uses)	<u>(152,971)</u>	<u>(152,971)</u>	<u>(148,971)</u>	<u>4,000</u>
Net change in fund balances	125,624	(174,304)	(106,678)	67,626
Fund Balances - October 1, 2020	<u>535,085</u>	<u>174,304</u>	<u>769,837</u>	<u>595,533</u>
Fund Balances - September 30, 2021	<u>\$ 660,709</u>	<u>\$ -</u>	<u>\$ 663,159</u>	<u>\$ 663,159</u>

See accompanying notes to financial statements.

Arlington Ridge Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL - SPECIAL REVENUE FUND
For the Year Ended September 30, 2021

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance with Final Budget Positive (Negative)</u>
Revenues				
Charges for services	\$ 2,006,028	\$ 2,006,028	\$ 2,014,413	\$ 8,385
Other revenues	3,000	3,000	-	(3,000)
Total Revenues	<u>2,009,028</u>	<u>2,009,028</u>	<u>2,014,413</u>	<u>5,385</u>
Expenditures				
Current				
Culture/recreation	2,044,573	2,044,573	2,103,422	(58,849)
Debt service				
Principal	105,129	105,129	104,900	229
Interest	12,297	12,297	14,388	(2,091)
Total Expenditures	<u>2,161,999</u>	<u>2,161,999</u>	<u>2,222,710</u>	<u>(60,711)</u>
Revenues over/(under) expenditures	(152,971)	(152,971)	(208,297)	(55,326)
Other Financing Sources/(Uses)				
Transfers in	152,971	152,971	152,971	-
Net Change in Fund Balances	-	-	(55,326)	(55,326)
Fund Balances - October 1, 2020	-	-	7,566	7,566
Fund Balances - September 30, 2021	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (47,760)</u>	<u>\$ (47,760)</u>

See accompanying notes to financial statements.

Arlington Ridge Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Arlington Ridge Community Development District (the "District") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established on October 13, 2003 by Ordinance No. 03-94 of the City of Leesburg, Florida, under the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is governed by a five-member Board of Supervisors, who are elected for terms of four years. The District operates within the criteria established by Chapter 190, Florida Statutes. The Board has the responsibility for assessing and levying assessments, approving budgets, exercising control over facilities and properties, controlling the use of funds generated by the District, approving the hiring and firing of key personnel, and financing improvements.

The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility. Oversight responsibility includes, but is not limited to, financial interdependency, designation of management, significant ability to influence operations and accountability for fiscal matters. As required by GAAP, these financial statements present the Arlington Ridge Community Development District (the primary government) as a stand-alone government.

Based upon the application of the above-mentioned criteria as set forth by the Governmental Accounting Standards Board, the District has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

Arlington Ridge Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by special assessments, miscellaneous revenues and interest. Program revenues include charges for services, and payments made by parties outside of the reporting government's citizenry if that money is restricted to a particular program. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

Arlington Ridge Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District has implemented the Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by the state constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

**Arlington Ridge Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”. Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources were expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Special Revenue Fund – The Special Revenue Fund accounts for the operation of the golf course.

Arlington Ridge Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation (Continued)

a. Governmental Major Funds (Continued)

Debt Service Fund – Accounts for debt service requirements to retire certain special assessment refunding bonds which were used to finance the construction of District infrastructure improvements and finance certain additional improvements. The bond series is secured by a pledge of debt service special assessment revenues in any fiscal year related to the improvements. A lien is placed on all benefited land in relationship to the debt outstanding.

Capital Projects Fund – The Capital Project Fund accounts for the construction of infrastructure improvements within the boundaries of the District.

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as land and buildings, and non-current governmental liabilities, such as special assessment bonds, be reported in the governmental activities column in the government-wide statement of net position.

4. Assets, Liabilities and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

**Arlington Ridge Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities and Net Position or Equity (Continued)

a. Cash and Investments (Continued)

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

Cash equivalents include time deposits and certificates of deposit with original maturities of three months or less and held in a qualified public depository as defined by Florida Statute 280.02.

b. Restricted Net Position

Certain net position of the District are classified as restricted on the statement of net position because their use is limited either by law through constitutional provisions or enabling legislation; or by restrictions imposed externally by creditors. In a fund with both restricted and unrestricted net position, qualified expenses are considered to be paid first from restricted net position and then from unrestricted net position.

c. Capital Assets

Capital assets, which include land, buildings, equipment and infrastructure, are reported in the applicable governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

**Arlington Ridge Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities and Net Position or Equity (Continued)

c. Capital Assets (Continued)

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation of capital assets is computed and recorded by utilizing the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows:

Buildings and Improvements:	5-30 years
Infrastructure:	20-30 years
Equipment	5-15 years

d. Budgets

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general and debt service funds. As a result, deficits in the budget variance columns of the accompanying financial statements may occur.

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

1. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position

“Total fund balances” of the District’s governmental funds, \$1,384,383, differs from “net position” of governmental activities, \$10,957,051, reported in the Statement of Net Position. This difference primarily results from the long-term economic focus of the statement of net position versus the current financial resources focus of the governmental fund balance sheet. The effect of the differences is illustrated below.

Capital related items

When capital assets (property, plant and equipment that are to be used in governmental activities) are purchased or constructed, the cost of those assets is reported as expenditures in governmental funds. However, the Statement of Net Position included those capital assets among the assets of the District as a whole.

Land and improvements	\$ 4,135,000
Buildings and improvements	10,684,800
Infrastructure	7,410,755
Equipment	907,296
Accumulated depreciation	<u>(9,932,923)</u>
Total	<u>\$ 13,204,928</u>

**Arlington Ridge Community Development District
 NOTES TO FINANCIAL STATEMENTS
 September 30, 2021**

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)

1. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position (Continued)

Long-term debt transactions

Long-term liabilities applicable to the District’s governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities (both current and long-term) are reported in the Statement of Net Position. Balances at September 30, 2021 were:

Bonds payable	\$ <u>(3,250,000)</u>
Lease payable	\$ <u>(312,831)</u>

Accrued interest

Accrued liabilities in the Statement of Net Position differ from the amount reported in governmental funds due to accrued interest on bonds.

Accrued interest on bonds payable	\$ <u>(69,429)</u>
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2. Explanation of Differences Between the Governmental Fund Operating Statements and the Statement of Activities

The “net change in fund balances” for government funds, \$(197,143), differs from the “change in net position” for governmental activities, \$(137,624), reported in the Statement of Activities. The differences arise primarily from the long-term economic focus of the Statement of Activities versus the current financial resources focus of the governmental funds. The effect of the differences is illustrated below.

Capital related items

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation. As a result, fund balances decrease by the amount of financial resources expended, whereas net position decrease by the amount of depreciation charged for the year.

Depreciation	\$ (824,755)
Disposal of assets, net	(3,233)
Capital outlay	<u>53,096</u>
Total	<u>\$ (774,892)</u>

**Arlington Ridge Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021**

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)

2. Explanation of Differences Between the Governmental Fund Operating Statements and the Statement of Activities (Continued)

Long-term debt transactions

Repayments of bond principal are reported as an expenditure in the governmental funds and, thus, have the effect of reducing fund balance because current financial resources have been used.

Debt principal payments	\$ <u>819,900</u>
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Some expenses reported in the Statement of Activities do not require the use of current financial resources, therefore, are not reported as expenditures in governmental funds.

Net change in accrued interest payable	\$ <u>14,511</u>
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NOTE C – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk; however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2021, the District's bank balance was \$210,551 and the carrying value was \$382,288. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

As of September 30, 2021, the District had the following investments and maturities:

Investment	Maturities	Fair Value
Florida PRIME	49 Days*	\$ 645,231
First American Govt. Obligation Fund	14 Days*	721,292
		\$ 1,366,523

*Weighted Average Maturity

Arlington Ridge Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE C – CASH AND INVESTMENTS (CONTINUED)

The District categorizes its fair value measurement within the fair value hierarchy established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that uses the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

The investment in First American Government Obligation is a level 1 asset.

Investments

The District's investment policy allows management to invest funds in investments permitted under Section 218.415, Florida Statutes. The investment in Florida PRIME is measured at amortized cost. Florida PRIME has established policies and guidelines regarding participant transactions and the authority to limit or restrict withdrawals or impose a penalty for an early withdrawal. As of September 30, 2021, there were no redemption fees, maximum transaction amounts, or any other requirement that would limit daily access to 100 percent of the account value.

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The District's investments are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. As of September 30, 2021, the District's investment in First American Government Obligation Fund and Florida PRIME were rated AAAM by Standards & Poors.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one investment. The investment in the First American Government Obligation is 53% and the Florida PRIME is 47% of the District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2021 were typical of these items during the fiscal year then ended. The District considers any decline in fair value for certain investments to be temporary.

Arlington Ridge Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE D – SPECIAL ASSESSMENT REVENUES

Assessments are non-ad valorem assessments on benefitted property within the District. Operating and Maintenance Assessments are based upon adopted budget and levied annually. Debt Service Assessments are levied when bonds are issued and collected annually. The District may collect assessments directly or utilize the uniform method of collection (Chapter 197.3632, Florida Statutes). Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are mailed by County Tax Collector on November 1 and due on or before March 31 of each year. Property owners may prepay a portion or all of the Debt Service Assessments on their property subject to various provisions in the bond documents.

Assessments and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

NOTE E – INTERFUND ACTIVITY

Interfund balances at September 30, 2021, consisted of the following:

Receivable Fund	Payable Fund			Total
	General Fund	Special Revenue Fund	Capital Projects Fund	
General Fund	\$ -	\$ 750	\$ 12,233	\$ 12,983
Debt Service Fund	58,128	-	-	58,128
Total	<u>\$ 58,128</u>	<u>\$ 750</u>	<u>\$ 12,233</u>	<u>\$ 71,111</u>

Amounts due to the General Fund are for expenditures paid out of the General Fund on behalf of the Special Revenue Fund and Capital Projects Fund. Amounts due to the Debt Service Fund from the General Fund relate to assessments collected in the General Fund that are due to the Debt Service Fund.

Interfund transfers for the year-ended September 30, 2021, consisted of the following:

Transfers were made between the Debt Service Fund and the Capital Projects Fund in accordance with the Trust Indenture. Transfer from the General Fund to the Special Revenue Fund occurred for quarterly funding.

Transfers In	Transfers Out			Total
	General Fund	Debt Service Fund	Capital Projects Fund	
Special Revenue Fund	\$ 152,971	\$ -	\$ -	\$ 152,971
Debt Service Fund	-	-	9	9
Capital Projects Fund	-	2	-	2
Total	<u>\$ 152,971</u>	<u>\$ 2</u>	<u>\$ 9</u>	<u>\$ 152,982</u>

Arlington Ridge Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE F – CAPITAL ASSETS

Capital Asset activity for the year ended September 30, 2021 was as follows:

	Balance October 1, 2020	Additions	Disposals	Balance September 30, 2021
<u>Governmental activities:</u>				
Capital assets, not being depreciated				
Land	\$ 4,135,000	\$ -	\$ -	\$ 4,135,000
Capital assets, being depreciated:				
Buildings	10,684,800	-	-	10,684,800
Infrastructure	7,410,755	-	-	7,410,755
Equipment	858,200	53,096	(4,000)	907,296
Total Capital Assets, Being Depreciated	<u>18,953,755</u>	<u>53,096</u>	<u>(4,000)</u>	<u>19,002,851</u>
Less accumulated depreciation	<u>(9,108,935)</u>	<u>(824,755)</u>	<u>767</u>	<u>(9,932,923)</u>
Total Capital Assets Depreciated, Net	<u>9,844,820</u>	<u>(771,659)</u>	<u>(3,233)</u>	<u>9,069,928</u>
Governmental Activities Capital Assets, net	<u>\$ 13,979,820</u>	<u>\$ (771,659)</u>	<u>\$ (3,233)</u>	<u>\$ 13,204,928</u>

Depreciation of \$319,570, was charged to physical environment and \$505,185 was charged to culture/recreation.

NOTE G – LONG-TERM DEBT

The following is a summary of activity for long-term debt of the District for the year ended September 30, 2021:

Long-term debt at October 1, 2020	\$ 3,965,000
Principal payments	<u>(715,000)</u>
Long-term debt at September 30, 2021	<u>\$ 3,250,000</u>

Special Assessment Revenue Bonds

\$15,965,000 Series 2006A Special Assessment Bonds are due in annual principal installments beginning May 2007 maturing May 2036. Interest at a fixed rate of 5.5% is due May and November beginning November 2006. Current portion is \$515,000.

\$ 2,530,000

\$1,765,000 Series 2019 Special Assessment Bonds are due in annual principal installments beginning May 2020 maturing May 2036. Interest at varying rates between 3.6% and 4.0% is due May and November beginning November 2019. Current portion is \$120,000.

\$ 720,000

Arlington Ridge Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE G – LONG-TERM DEBT (CONTINUED)

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2021 are as follows:

Year Ending September 30,	Principal	Interest	Total
2022	\$ 635,000	\$ 159,018	\$ 794,018
2023	135,000	133,785	268,785
2024	140,000	127,025	267,025
2025	145,000	119,990	264,990
2026	150,000	112,680	262,680
2027-2031	900,000	438,940	1,338,940
2032-2036	1,145,000	183,425	1,328,425
Totals	<u>\$ 3,250,000</u>	<u>\$ 1,274,863</u>	<u>\$ 4,524,863</u>

Summary of Significant Bonds Resolution Terms and Covenants

Depository Funds – The bond resolution establishes certain funds and determines the order in which revenues are to be deposited into these funds. A description of the significant funds, including their purposes, is as follows:

1. Reserve Fund – The 2006A Reserve Account is funded from the proceeds of the Bonds in an amount equal to the reserve percentage, 6.82%, times the deemed outstanding amount. Monies held in the reserve accounts will be used only for the purposes established in the Trust Indenture.
2. Reserve Fund – The 2019 Reserve Account is funded from the proceeds of the Bonds in an amount equal to 50% of the maximum annual debt service requirement for the Series 2019 Bonds. Monies held in the reserve accounts will be used only for the purposes established in the Trust Indenture.

	Reserve Balance	Reserve Requirement
Series 2006A Special Assessment Bonds	\$ 193,353	\$ 109,263
Series 2019 Special Assessment Bonds	\$ 34,450	\$ 31,890

Arlington Ridge Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2021

NOTE H – CAPITAL LEASE PAYABLE

The District entered into two capital lease agreement for certain equipment ranging from 48 to 60 months. The lease agreements qualified as capital leases for accounting purposes; and therefore, have been recorded at the present value of the future minimum lease payments. The property acquired through the capital leases total \$512,412 and have a carrying value of \$465,441.

The future minimum lease obligation and the net present value of these minimum lease payments at September 30, 2021 were as follows:

Year Ending September 30,	Lease Payment
2022	\$ 117,426
2023	117,426
2024	85,790
2025	7,140
Total minimum lease payments	327,782
Less: amount representing interest	14,951
Present value of minimum lease payments	\$ 312,831

NOTE I – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the cost of these risks, coverage may not extend to all situations. Claims filed have not exceeded commercial coverage during the last three years.

NOTE J – SUBSEQUENT EVENT

Subsequent to year end, the District made prepayments totaling \$415,000 for the Series 2006A Special Assessment Bonds and \$85,000 for the Series 2019 Special Assessment Bonds.



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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Arlington Ridge Community Development District
Leesburg, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Arlington Ridge Community Development District, as of and for the year ended September 30, 2021, and the related notes to the financial statements, and have issued our report thereon dated October 24, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Arlington Ridge Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Arlington Ridge Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Arlington Ridge Community Development District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.



To the Board of Supervisors
Arlington Ridge Community Development District

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Arlington Ridge Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements; noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Berger Toombs Elam Gaines & Frank".

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

October 24, 2022



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

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MANAGEMENT LETTER

To the Board of Supervisors
Arlington Ridge Community Development District
Leesburg, Florida

Report on the Financial Statements

We have audited the financial statements of the Arlington Ridge Community Development District as of and for the year ended September 30, 2021, and have issued our report thereon dated October 24, 2022.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with *AICPA Professionals Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated October 24, 2022, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. The following finding was in the preceding audit.

2020-01

- Finding:** The actual expenditures and transfers in the General and Special Revenue Fund exceeded the budget which is a violation of Section 189.016, Florida Statutes.
- Response:** Management will review spending to ensure that expenditures do not exceed appropriations in the future.
- Status:** The Special Revenue Fund actual expenditures exceeded Budgeted amounts again this fiscal year.

Fort Pierce / Stuart



To the Board of Supervisors
Arlington Ridge Community Development District

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not Arlington Ridge Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that Arlington Ridge Community Development District did not meet any of the conditions described in Section 218.503(1) Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for Arlington Ridge Community Development District. It is management's responsibility to monitor the Arlington Ridge Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same as of September 30, 2021.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

The information provided below was provided by management and has not been audited; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Arlington Ridge Community Development District reported:

- 1) The total number of district employees compensated in the last pay period of the District's fiscal year: 0
- 2) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year: 36
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: N/A
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$1,662,306
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2020, together with the total expenditures for such project: The District had no construction projects during the year.
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The budget was amended, see the following page.



To the Board of Supervisors
Arlington Ridge Community Development District

	Original Budget	Actual	Variance with Original Budget Positive (Negative)
Revenues			
Special assessments	\$ 1,800,000	\$ 1,778,523	\$ (21,477)
Interest earnings	9,000	1,140	(7,860)
Other revenues	59,500	36,349	(23,151)
Total Revenues	<u>1,868,500</u>	<u>1,816,012</u>	<u>(52,488)</u>
Expenditures			
Current			
General government	225,960	191,683	34,277
Physical environment	1,363,945	1,528,940	(164,995)
Capital outlay	-	53,096	(53,096)
Total Expenditures	<u>1,589,905</u>	<u>1,773,719</u>	<u>(183,814)</u>
Revenues over/(under) expenditures	278,595	42,293	(236,302)
Other Financing Sources/(Uses)			
Insurance proceeds	-	4,000	4,000
Transfers out	(152,971)	(152,971)	-
Total Other Financing Sources/(Uses)	<u>(152,971)</u>	<u>(148,971)</u>	<u>4,000</u>
Net changes in fund balance	125,624	(106,678)	(232,302)
Fund Balances - October 1, 2020	<u>535,085</u>	<u>769,837</u>	<u>234,752</u>
Fund Balances - September 30, 2021	<u>\$ 660,709</u>	<u>\$ 663,159</u>	<u>\$ 2,450</u>

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the Arlington Ridge Community Development District reported:

- 7) The rate or rates of non-ad valorem special assessments imposed by the District: The General Fund, \$1,792.54, and the Debt Service Fund, \$146.15 - \$1,050.
- 8) The amount of special assessments collected by or on behalf of the District: Total special assessments collected was \$2,726,742.
- 9) The total amount of outstanding bonds issued by the District and the terms of such bonds: \$2,295,000 Series 2017 Bonds maturing May 1, 2036 and \$645,000 of Series 2019 Bonds maturing May 1, 2036.



To the Board of Supervisors
Arlington Ridge Community Development District

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we noted the following findings.

Purpose of this Letter

Our Management Letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

A handwritten signature in cursive script that reads "Berger Toombs Elam Gaines & Frank".

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

October 24, 2022



Berger, Toombs, Elam, Gaines & Frank

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INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES

To the Board of Supervisors
Arlington Ridge Community Development District
Leesburg, Florida

We have examined Arlington Ridge Community Development District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2021. Management is responsible for Arlington Ridge Community Development District's compliance with those requirements. Our responsibility is to express an opinion on Arlington Ridge Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Arlington Ridge Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Arlington Ridge Community Development District's compliance with the specified requirements.

In our opinion, Arlington Ridge Community Development District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2021.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

October 24, 2022

Section 7

Consent Agenda

Subsection 7A

inutes

MINUTES OF WORKSHOP ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT

A workshop of the Board of Supervisors of the Arlington Ridge Community Development District was held Thursday, October 20, 2022, at 12:30 p.m. at Fairfax Hall, 4475 Arlington Ridge Boulevard, Leesburg, Florida 34748.

Present were:

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

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

Angel Montagna	Manager: Inframark, Management Services
Sean Israel	Manager: Inframark, Management Services
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 workshop. The full workshop 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

Mr. Middlemiss called the meeting to order at 12:30 p.m.

Mr. Israel called the roll.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

Mr. Middlemiss led the *Pledge of Allegiance*.

THIRD ORDER OF BUSINESS

Audience Comments

A Resident (lot 1011) discussed his home built on the golf course, the pond that was overgrown and not maintained regularly, dry waste area not mowed or maintained, and requested maintenance.

Arlington Ridge CDD
October 20, 2022, workshop

FOURTH ORDER OF BUSINESS

Discussion Items

A. Engineering

i. Annual Inspection Report

a. Stormwater Infrastructure

Mr. Hamstra presented the inspection report and discussed the following items:

- Stormwater elements, including ponds and pipes; stormwater map showing pond numbers; various repairs that need to be made; and suggested maintenance improvements.

Discussion ensued regarding vegetation growth in the ponds related to emails sent in.

b. Roadway and Golf Course

Mr. Hamstra presented and discussed the following items:

- Roadway and golf course deficiency map, and pavement assessment spreadsheet.

Discussion ensued regarding governmental regulations for work done in a littoral zone, maintaining vegetation when the area is dry and prior to the rainy season, and responsibilities for maintenance (golf course for area behind hole #14).

Mr. Hamstra discussed his recommended stormwater capital improvement projects.

Discussion ensued regarding budgeted monies for capital projects and maintenance, scheduling projects, priority capital projects, and increasing costs for projects as well as maintenance.

A Resident asked a question about slide #25 for photograph 29 at hole #14, indicated it has been filled in previously, and discussed issues in other areas at the golf course.

A Resident suggested putting together a working committee to handle some of the suggested repairs. Ms. Montagna cautioned against residents making repairs to structures or other infrastructure that have to be engineered.

A Resident (lot 397) asked the purpose of the workshop, to which Mr. Hamstra replied further unattended maintenance would degrade facilities.

ii. Proposal for Work on Hole #6

This proposal will be discussed during the regular meeting.

FIFTH ORDER OF BUSINESS

Supervisor Comments

There being none, the next order of business followed.

SIXTH ORDER OF BUSINESS

Audience Comments

There being none, the next order of business followed.

Arlington Ridge CDD
October 20, 2022, workshop

SEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Murphy, seconded by Mr. Piersall,
with all in favor, the workshop was adjourned at 1:30 p.m.

Angel Montagna, Secretary

Bill Middlemiss, Chairman

**MINUTES MEETING
ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Arlington Ridge Community Development District was held Thursday, October 20, 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
Sean Israel	Manager: Inframark, Management Services
Jennifer Kilinski	Attorney: KE Law
Meredith Hammock	Attorney: KE Law
David Hamstra	Engineer: Pegasus Engineering
Frank Bruno	General Manager: Golf, Food & Beverage
Brenda Burgess	Inframark, Management Services
Brett Perez	Inframark, Management Services
Robert Sardinias	Inframark, Management Services
Donise Streit	Community Association Manager
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) commented on list of agenda items, things to be fixed, why they have to be fixed now, ordinance 16-33 related to the billboard, and why the ordinance has not been complied with for over ten years.

Arlington Ridge CDD
October 20, 2022, regular meeting

A Resident discussed kickboxing and suggested line dancing be added.

A Resident discussed the RV lot and recommended flat monthly rate, no changes needed, first come first served.

A Resident (lot 469) discussed being on the waiting list, does not feel she should pay for the RV lot but the rental fees should be increased significantly.

A Resident (lot 303) discussed the billboard, its history with Wells Fargo, and the bankruptcy.

ORDINANCE ORDER OF BUSINESS

Staff Reports

A. District Counsel

i. Discussion of Billboard

Ms. Kilinski discussed the notice of violation for the billboard, temporary extension in order for the Board to consider this item, history of use of the billboard, responsibility of the District, potential of seeking a variance, exemption from code requirements if the sign is lower, request to delay, hearing scheduled for November 15, proposals to remove not obtained, possibility to repurpose and generate income, covenants allow the sign for ten years which is past and no ability to grandfather in, easy to remove and install a smaller sign, proposer contacted for quote on removing and to bring up to code, estimate to remove between \$6,000 and \$8,000, desire to minimize legal fees on this issue, lack of enforcement by the City of Leesburg for their ordinance which might be leverage in discussing with City staff at planning/zoning or other department to seek a resolution, preference to remove the sign, and Board action should be taken in October.

Mr. Braun made a MOTION to direct staff to solicit proposals to remove the billboard or repurpose it, and to direct management to discuss other options with the City of Leesburg and to request a hearing date extension, with an updated to be provided at the November meeting.
Mr. Hoover seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to direct staff to solicit proposals to remove the billboard or repurpose it, and to direct management to discuss other options with the City of Leesburg and to request a hearing date extension, with an updated to be provided at the November meeting.

Arlington Ridge CDD
 October 20, 2022, regular meeting

B. District Manager

i. Capital Project List

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

Discussion ensued regarding setting \$200,000 aside for capital projects in the budget.

Ms. Montagna addressed groups and committees, goals, calendars, list of activities, staff's role, Ms. Murphy's minimal involvement, double-booking for the garage sale that was rescheduled, and committees and activities are merely scheduled and not brought to the Board for approval.

Discussion ensued regarding committee members, preference for Board approval for the garage sale, historically the Board has not voted to approve garage sales which are held on residents' private property, dates rescheduled, staff's suggestion for the District not to be involved in the garage sale since it is not held on District property but on private property, and homeowners association ("HOA") documents govern garage and yard sales and should plan and schedule them.

Mr. Braun made a MOTION for operation of the yard sales going forward to be handled by the homeowners association.

Ms. Kilinski explained the District has no jurisdiction for private events, it is appropriate for HOA to handle, and the District can advertise but not coordinate.

Mr. Hoover seconded the motion.

Discussion ensued regarding Mr. Braun to discuss further with the HOA.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) for operation of the yard sales going forward to be handled by the homeowners association.

Further discussion ensued regarding top ten projects for fiscal year 2023, utilizing previous sound system for meetings, ranking of projects to one combined list, (resurfacing pools, stump grinding, restaurant chairs, road resurfacing), suggestion for staff to procure proposals for top four projects, billboard to move to top four priorities, preference for restaurant chairs, beach pool resurfacing not needed immediately,

Arlington Ridge CDD
 October 20, 2022, regular meeting

judgment against pool installer and warranty but no monies received because company went bankrupt, possibility of redoing both pools instead of just one, resurfacing should be restriping, reference to reserve study estimates for projects, estimate of \$93,000 for both pools, estimate of \$50,000 for storm drain, estimate of \$40,000 for restaurant pub and dining room chairs, and recommendation to delay chair purchase but instead repair the casters.

Mr. Middlemiss made a MOTION to direct staff for the next meeting to get proposals totaling up to \$180,000 for the top three to five projects.
 Mr. Hoover seconded the motion.

Upon VOICE VOTE, with all in favor except Mr. Braun, approval was given (by a margin of 4-1) to direct staff for the next meeting to get proposals totaling up to \$180,000 for the top three to five projects.

Discussion ensued regarding priorities, and perhaps budgeting more next fiscal year for capital projects.

C. Engineer

There being nothing to report, the next item followed.

D. Field Manager

i. Monthly report

The monthly and field inspection reports are included in the agenda package and are available for review in the local records office and the District Office during normal business hours.

ii. Floralawn Maintenance Area Addendum

Discussion ensued regarding the addendum with Floralawn for additional area abutting the District's maintenance area, request for more detailed proposal with a map, and the maintenance activities will follow the current scope of services.

Mr. Hoover made a MOTION to approve the addendum with Floralawn for maintenance of the additional area abutting the District's maintenance area, in the amount of \$4,800.

Discussion ensued regarding the addendum and maintenance services.

Mr. Hoover withdrew the above motion.

Arlington Ridge CDD
October 20, 2022, regular meeting

Discussion ensued regarding the location for maintenance, previous understanding to add minimal area of maintenance at no additional charge, area not included on the current maintenance map, proposal provided at staff’s request but will not charge for this service, and the addendum will be provided for recordkeeping at no charge.

Mr. Hoover made a MOTION to approve the addendum with Floralawn for maintenance of the additional area abutting the District’s maintenance area, at no additional cost.
Mr. Piersall seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to the addendum with Floralawn for maintenance of the additional area abutting the District’s maintenance area, at no additional cost.

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.

Mr. Bruno discussed the new staff superintendent.

□ I □ T □ ORDER O □ B □ S I N E S S Business Items

A. Allied Universal Security Rate Increase Proposal

Ms. Kilinski discussed exempt conversations related to security and clarified costs can be discussed but not security procedures and protocols.

Discussion ensued regarding cost charts related to the level of service requested, comparison of rates for Orange and Osceola Counties fall in line with Lake County, excessive escalation proposed of 33% instead of typical 3% to 5%, previous rate increase was November 2021, contract term through November 14, 2024, proposals procured with alternatives to be provided in November, and the preference to see proposals before deciding on the rate increase.

Mr. Hoover made a MOTION to table this item until the November meeting
Mr. Piersall seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to table this item until the November meeting.

Arlington Ridge CDD
October 20, 2022, regular meeting

B. Pegasus Engineering Change Order #1 and Proposal for Engineering Services for Fiscal Year 2023

Mr. Hamstra reviewed change order #1 not to exceed \$35,000 for fiscal year 2023 to perform general engineering services as directed by the Board.

Ms. Murphy made a MOTION to approve change order #1 with Pegasus Engineering for general engineering services, in the amount of \$35,000 as adopted in the fiscal year 2023 budget, with additional work performed on an hourly basis.

Mr. Piersall seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to change order #1 with Pegasus Engineering for general engineering services, in the amount of \$35,000 as adopted in the fiscal year 2023 budget, with additional work performed on an hourly basis.

C. Garden Club Requests

Discussion ensued regarding the list of pots to remove, request for garden club members to install plants instead of Floralawn, staff's consensus to remove some of the pots, need to investigate irrigation, suggestion for garden club to recommend plant choices for the Board to approve, perennials versus annuals, garden club is amenable to making plant selections from Floralawn's list, garden club to work with Floralawn and Mr. Perez to present a list to the Board what the garden club will maintain, process for getting the costs paid for, and the garden club is willing to install and maintain the plants.

Mr. Middlemiss made a MOTION to authorize the garden club to maintain and/or remove pots, plant selection approved by Mr. Perez for the garden club to maintain the plants, the initial cost possibly funded by the District, with an agreement to be provided regarding maintenance.

Mr. Hoover seconded the motion.

Discussion ensued regarding installation of plants in any established garden or empty spaces, desire for continuity in plants that are installed, maintenance will not be provided by Floralawn, the garden club has a monthly work day and will maintain the plantings, and the same approval needed for plant selection.

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October 20, 2022, regular meeting

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to authorize the garden club to maintain and/or remove pots, plant selection approved by Mr. Perez for the garden club to maintain the plants, the initial cost possibly funded by the District, with an agreement to be provided regarding maintenance.

*The meeting recessed at 3:36 p.m.
The meeting resumed at 3:47 p.m.*

D. Sales Center Committee
i. Committee Members
ii. Committee Meeting Schedule

Mr. Braun discussed the sales center committee, minutes prepared and posted, and an invitation for members of the public to attend the meetings.

Discussion ensued regarding request for minutes to be provided to the manager to be disseminated to the Board.

E. HVAC Proposals for Fairfax Hall

Discussion ensued regarding the repairs needed and proposals received, issues with installation and how the leak is happening, cost of \$6,878 to utilize the existing eight-year-old unit versus a cost of \$16,278 for a new unit.

Mr. Piersall made a MOTION to approve the proposal from Del-Air for curb adapter replacement for the HVAC for Fairfax Hall, in the amount of \$16,278.
Mr. Hoover seconded the motion.

Discussion ensued regarding the funding source for the proposal, available budget of \$15,000 for Fairfax Hall, and will probably need to use some reserve funds.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to the proposal from Del-Air for curb adapter replacement for the HVAC for Fairfax Hall, in the amount of \$16,278.

Discussion ensued regarding staff ensuring the curb is installed correctly, suggestion to utilize the same crane to remove the billboard if needed, and permits will be required for this work.

Arlington Ridge CDD
 October 20, 2022, regular meeting

F. Roof Replacement Proposals

Discussion ensued regarding previous roof repairs, proposals received, all proposers utilize E-verify, and questions to proposers regarding their review of the property and roofs.

Mr. Piersall made a MOTION to approve the proposal from Jurin Roofing Services for the roof replacement at Fairfax Hall, in the amount of \$68,993.
 Mr. Middlemiss seconded the motion.

Discussion ensued regarding the source of funding from roof insurance funds with about \$93,000 remaining, and warranty with Advantage Roof for sealing the roof.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to the proposal from Jurin Roofing Services for the roof replacement at Fairfax Hall, in the amount of \$68,993.

Discussion ensued regarding deferring the Lexington Spa proposal in the amount of \$76,687.

G. Discussion of Bocce Ball Repairs

i. Bocce Ball Proposal

Discussion ensued regarding proposals to replace carpeting for the bocce ball courts, vendors being very slow to respond, material provided in the DCO Flooring proposal not what the District is looking for, challenges from rainfall, funding source is repairs and maintenance for common area, precedent being set if changing from what was done with pickleball courts, and warranty of one year.

Mr. Hoover made a MOTION to the proposal from The Nidy Sports Construction Co. \$9,990 to replace carpeting for two bocce ball courts, in the amount of \$9,990, to be coded to general fund line item for R&M-Common Area.
 Ms. Murphy seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to the proposal from The Nidy Sports Construction Co. \$9,990 to replace carpeting for two bocce ball courts, in the amount of \$9,990, to be coded to general fund line item for R&M-Common Area.

Arlington Ridge CDD
 October 20, 2022, regular meeting

A Resident expressed thanks for the work involved in providing these proposals for repair of the bocce ball court carpeting.

H. Discussion of Holiday Lighting/Decorations

Discussion ensued regarding residents who are interested in holiday lights and decorations, a company interested in providing this service, and proposals.

I. Discussion of Kickboxing in Fairfax Hall

Discussion ensued regarding an email received requesting kickboxing be reinstated at Fairfax Hall, history of her request, suggestion to have a club form in order to be able to utilize space, Zumba is an activity and not a club, kickboxing does not have an instructor or dates or times requested, six-month reevaluation of the Zumba class in November, further details and information needed regarding the kickboxing request, suggested process for first-come-first-served use, reference to resident club procedures, payment by the District for instructors and recommendation for class attendees to pay for the instructor directly, three exercise classes have paid instructors, other classes and memberships, and a suggestion to set parameters for use of the facility.

Mr. Braun made a MOTION for the kickboxing group to utilize Fairfax Hall but only space available in the front, cannot go between tables, must secure an instructor, and provide times that have no conflict with another activity.
 Mr. Hoover seconded the motion.

Discussion ensued regarding existing documents related to clubs, and current policy.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) for the kickboxing group to utilize Fairfax Hall but only space available in the front, cannot go between tables, must secure an instructor, and provide times that have no conflict with another activity.

Discussion ensued regarding a need for an agreement with the Zumba class, students are paying instructor directly so no agreement exists, and the need for an acknowledgement and waiver from Zumba students rather than a formal agreement.

J. Discussion of Rules of Procedure

Discussion ensued regarding the hearing scheduled for November 17 to adopt restated rules of procedure and adopt rates, minor changes to the rules of procedure, agenda items are required eight days prior to a Board meeting, manager can produce agenda items in consultation with the Chair, publication of annual meeting schedule with separate

Arlington Ridge CDD
October 20, 2022, regular meeting

advertisement of special meetings, and redlined rules to be included in the agenda package for the public hearing.

K. Discussion of Rates for RV Lot and Non-Resident User Fees

i. Resolution 2023-01, Setting a Public Hearing for Rules of Procedure and Rates

Discussion ensued regarding RV lot and sizes, incorrect number of lots by size, room exists for more lots, rate of \$1.50 per foot advertised for the public hearing effective October 1, interim Resolution 2021-03 and rates adopted at that time, 10% discount if paying annually, preference to charge each lot based on linear feet, waiting list and policy for availability, resident frustration at length of time being on the waiting list, current use, and preference for \$1.50 per linear foot.

Mr. Middlemiss will be abstaining since he owns an RV in the lot.

Ms. Murphy read Resolution 2023-01 into the record by title.

Ms. Murphy made a MOTION to approve Resolution 2023-01 setting a public hearing for the restated rules of procedure and rates and fees to be charged, hearing to be November 17, 2022, at 2:00 p.m.
Mr. Braun seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to Resolution 2023-01 setting a public hearing for the restated rules of procedure and rates and fees to be charged, hearing to be November 17, 2022, at 2:00 p.m.

L. Ratification of Work on Hole #6

Ms. Murphy made a MOTION to ratify work done on the sinkhole at hole #6.
Mr. Braun seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to ratify work done on the sinkhole at hole #6.

SIT ORDER O B SINESS

Consent Agenda

A. Minutes from the Regular Meeting of September 15, 2022

The minutes were included in the agenda package, available for review in the local records office and the District Office during normal business hours.

Arlington Ridge CDD
October 20, 2022, regular meeting

B. Financial Statements

The financials were included in the agenda package, available for review in the local records office and the District Office during normal business hours.

C. Invoices and Check Register

The invoices and check register were included in the agenda package, available for review in the local records office and the District Office during normal business hours.

Ms. Murphy made a MOTION to approve the consent agenda, removing the September invoice from KE Law that has already been paid.
Mr. Hoover seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to approve the consent agenda, removing the September invoice from KE Law that has already been paid.

SEVENTH ORDER OF BUSINESS Other Business

There being none, the next order of business followed.

EIGHTH ORDER OF BUSINESS Supervisors' Requests

Mr. Hoover discussed unallocated funds from surplus fund balance added to the reserves.

Mr. Braun discussed an action item list update to be included in each agenda package.

Ms. Murphy requested a summary of detailed accounting ledger sheets going forward.

NINTH ORDER OF BUSINESS Audience Comments

A Resident discussed rates for the RV lot, requested to receive something in exchange for payments, experience playing bocce ball on sand or stone that provide natural drainage, delayed infrastructure, appreciation for replacing the HVAC instead of refurbishment, and formal complaints made regarding the billboard.

A Resident (lot 654) discussed debris in the community and on a berm, dangers of this debris if another storm comes through, and requested the rest of the berm be cleaned and maintained.

A Resident (lot 296) discussed pool work being done during cooler months, security contract, relationship of the guardhouse and public streets, alternatives, accessibility, resident clubs, storage lot and agreement, and having reasonable fees.

Arlington Ridge CDD
October 20, 2022, regular meeting

A Resident discussed the garage sale which will be an agenda item on the HOA agenda next week, support for HOA to take it over, and will work with District’s activity staff.

A Resident (lot 469) expressed thanks to Mr. Hoover for discussing landscaping issues behind her house, income from golf course, restaurant, and confirmation the RV lot is charged by linear foot of the lot and not the RV itself.

TENTATIVE ORDER OF BUSINESS

Adjournment

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

On MOTION by Mr. Piersall, seconded by Ms. Murphy,
with all in favor, the meeting was adjourned at 5:10 p.m.

Angel Montagna, Secretary

Bill Middlemiss, Chairman

Subsection 7B

Financial Statements

ARLINGTON RIDGE
Community Development District

Financial Report
(Unaudited)

October 31, 2022

Prepared by



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ARLINGTON RIDGE
Community Development District

Financial Statements

(Unaudited)

October 31, 2022

ARLINGTON RIDGE
Community Development District

All Funds

Balance Sheet
October 31, 2022

ACCOUNT DESCRIPTION	GENERAL FUND	CAPITAL RESERVE FUND	SERIES	SERIES 2019	SERIES 2019	GOLF	TOTAL
			2006A DEBT SERVICE FUND	DEBT SERVICE FUND	CAPITAL PROJECTS FUND	COURSE & FOOD AND BEVERAGE	
ASSETS							
Checking Account	\$ 307,044	484,889	\$ -	\$ -	\$ -	\$ 431,811	\$ 1,223,744
Petty Cash	-	-	-	-	-	3,488	3,488
Accounts Receivable (Net)	-	-	-	-	-	18,182	18,182
Inventory - Proshop	-	-	-	-	-	68,778	68,778
Inventory - Food & Beverage	-	-	-	-	-	35,495	35,495
Due From Others	167	-	-	-	-	-	167
Due From Golf	23,655	-	-	-	-	-	23,655
Due From Other Funds	43,355	-	18,983	7,239	-	-	69,577
Investments:							
Construction Fund	-	-	-	-	7,317	-	7,317
Fee & Expense A	-	-	8	-	-	-	8
Interest Account	-	-	55,413	11,000	-	-	66,413
Prepayment Account	-	-	-	12,221	-	-	12,221
Prepayment Account A	-	-	176,969	-	-	-	176,969
Reserve Fund	-	-	-	27,750	-	-	27,750
Reserve Fund A	-	-	137,423	-	-	-	137,423
Revenue Fund	-	-	-	18,498	-	-	18,498
Revenue Fund A	-	-	99,916	-	-	-	99,916
TOTAL ASSETS	\$ 374,221	\$ 484,889	\$ 488,712	\$ 76,708	\$ 7,317	\$ 557,752	\$ 1,989,599
LIABILITIES							
Accounts Payable	\$ 49,839	\$ -	\$ -	\$ -	\$ -	\$ 42,614	\$ 92,453
Accrued Expenses	42,164	-	-	-	-	-	42,164
Accrued Payroll	-	-	-	-	-	26,971	26,971
Accrued Liabilities	-	-	-	-	-	12,077	12,077
Deposits	780	-	-	-	-	-	780
Deferred Revenue	130	-	-	-	-	-	130
Deferred Revenue - Memberships	-	-	-	-	-	468,559	468,559
Due To Other Funds	-	69,577	-	-	-	-	69,577
Gift Certificates	-	-	-	-	-	17,685	17,685
Outing Deposits	-	-	-	-	-	20,663	20,663
Shop Credit	-	-	-	-	-	(14,386)	(14,386)
Credit Books	-	-	-	-	-	12,826	12,826
Sales Tax Payable	-	-	-	-	-	14,485	14,485
Charitable Donations	-	-	-	-	-	4	4
TOTAL LIABILITIES	\$ 92,913	\$ 69,577	\$ -	\$ -	\$ -	\$ 601,498	\$ 763,988

Balance Sheet
October 31, 2022

<u>ACCOUNT DESCRIPTION</u>	<u>GENERAL FUND</u>	<u>CAPITAL RESERVE FUND</u>	<u>SERIES 2006A DEBT SERVICE FUND</u>	<u>SERIES 2019 DEBT SERVICE FUND</u>	<u>SERIES 2019 CAPITAL PROJECTS FUND</u>	<u>GOLF COURSE & FOOD AND BEVERAGE</u>	<u>TOTAL</u>
FUND BALANCES							
Nonspendable:							
Inventory	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 104,273	\$ 104,273
Restricted for:							
Debt Service	-	-	488,712	76,708	-	-	565,420
Capital Projects	-	-	-	-	7,317	-	7,317
Unassigned	281,308	415,312	-	-	-	(148,018)	548,602
TOTAL FUND BALANCES	281,308	415,312	488,712	76,708	7,317	(43,746)	1,225,611
TOTAL LIABILITIES & FUND BALANCES							
	\$ 374,221	\$ 484,889	\$ 488,712	\$ 76,708	\$ 7,317	\$ 557,752	\$ 1,989,599

ARLINGTON RIDGE

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-22 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ 100	\$ 3	3.00%	\$ 4
Lexington Spa	3,000	259	8.63%	259
Rental Income- Fairfax Hall	2,500	-	0.00%	-
Special Assmnts- Tax Collector	2,233,233	-	0.00%	-
Access Cards	-	10	0.00%	10
RV Parking Lot Revenue	17,700	-	0.00%	-
TOTAL REVENUES	2,256,533	272	0.01%	273
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	15,000	200	1.33%	200
FICA Taxes	1,148	-	0.00%	-
ProfServ-Arbitrage Rebate	600	-	0.00%	-
ProfServ-Dissemination Agent	5,000	-	0.00%	-
ProfServ-Trustee Fees	10,000	5,388	53.88%	5,388
Attorney Fees	70,000	-	0.00%	-
Engineering Fees	35,000	-	0.00%	-
Management Services	53,500	4,458	8.33%	4,458
Assessment Roll	7,500	-	0.00%	-
Auditing Services	4,500	-	0.00%	-
Postage	6,500	15	0.23%	15
Insurance - General Liability	15,000	10,000	66.67%	10,000
Legal Advertising	6,000	-	0.00%	-
Website Administration	3,000	-	0.00%	-
Information Technology	2,775	700	25.23%	700
Miscellaneous Expenses	3,000	40	1.33%	40
Dues, Licenses, Subscriptions	175	-	0.00%	-
Total Administration	238,698	20,801	8.71%	20,801
<u>Gatehouse</u>				
Contracts-Security Services	150,000	12,280	8.19%	12,280
Utility - Water & Sewer	510	-	0.00%	-
Utility - Electric	4,200	-	0.00%	-
Street Lights	108,000	-	0.00%	-
Repairs & Maintenance	2,500	1,042	41.68%	1,042
Security Enhancements	4,500	-	0.00%	-
Total Gatehouse	269,710	13,322	4.94%	13,322

ARLINGTON RIDGE

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-22 ACTUAL
<u>Capital Expenditures & Projects</u>				
Capital Projects	200,000	-	0.00%	-
Total Capital Expenditures & Projects	200,000	-	0.00%	-
<u>Towncenter Administration</u>				
Pest Control	4,500	398	8.84%	398
Onsite Management	266,822	22,235	8.33%	22,235
Janitorial Services & Supplies	50,000	2,828	5.66%	2,828
Utility - Water & Sewer	1,851	-	0.00%	-
Utility - Electric	4,000	-	0.00%	-
Rentals & Leases	4,500	221	4.91%	221
Liability/Property Insurance	68,517	76,859	112.18%	76,859
Repairs & Maintenance	7,000	-	0.00%	-
Special Events	36,000	300	0.83%	300
Office Supplies	9,000	-	0.00%	-
Computer Supplies/Equipment	5,000	-	0.00%	-
Club Activity Supplies	1,000	-	0.00%	-
Total Towncenter Administration	458,190	102,841	22.45%	102,841
<u>Common Area/Recreation</u>				
Utility - Water & Sewer	9,000	-	0.00%	-
Utility - Electric	1,250	-	0.00%	-
Repairs & Maintenance	30,000	674	2.25%	674
Roadway Repair & Maintenance	25,000	-	0.00%	-
Irrigation Repairs & Maintenance	35,000	-	0.00%	-
Landscape - Mulch	25,000	-	0.00%	-
Landscape Maintenance	291,114	26,194	9.00%	26,194
Landscape Replacement	30,000	9,846	32.82%	9,846
Landscape- Storm Clean Up & Tree Removal	25,000	269	1.08%	269
Pond/Littoral Shelf & Wetland Mgmt	33,475	1,700	5.08%	1,700
Sports Courts Maintenance & Supplies	3,000	-	0.00%	-
Holiday Decoration	10,000	-	0.00%	-
Operating Supplies	4,000	-	0.00%	-
Total Common Area/Recreation	521,839	38,683	7.41%	38,683
<u>Fairfax Hall</u>				
Utility - Water & Sewer	1,378	-	0.00%	-
Utility - Electric	14,392	-	0.00%	-
Repairs & Maintenance	15,000	571	3.81%	571
Total Fairfax Hall	30,770	571	1.86%	571

ARLINGTON RIDGE

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-22 ACTUAL
<u>Social Center</u>				
Utility - Water & Sewer	1,500	-	0.00%	-
Utility - Electric	5,343	-	0.00%	-
Repairs & Maintenance	7,500	-	0.00%	-
Operating Supplies	2,000	-	0.00%	-
Dues, Licenses, Subscriptions	2,200	-	0.00%	-
Total Social Center	18,543	-	0.00%	-
<u>Lexington Spa</u>				
ProfServ-Pool Maintenance	70,000	5,700	8.14%	5,700
Fitness Instructors	12,000	740	6.17%	740
Utility - Water & Sewer	28,620	-	0.00%	-
Utility - Electric	56,709	-	0.00%	-
Repairs & Maintenance	20,000	304	1.52%	304
Operating Supplies	2,500	-	0.00%	-
Dues, Licenses, Subscriptions	1,050	-	0.00%	-
Total Lexington Spa	190,879	6,744	3.53%	6,744
<u>Sales Center</u>				
Operations & Maintenance	28,850	-	0.00%	-
Total Sales Center	28,850	-	0.00%	-
TOTAL EXPENDITURES	1,957,479	182,962	9.35%	182,962
Excess (deficiency) of revenues Over (under) expenditures	299,054	(182,690)	-61.09%	(182,689)
<u>OTHER FINANCING SOURCES (USES)</u>				
Transfer Out - Capital Reserve	(200,000)	-	0.00%	-
Transfer Out - Golf Course/Food & Beverage	(11,554)	-	0.00%	-
Transfer Out- Sales Center Revenue	(87,500)	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	(299,054)	-	0.00%	-
Net change in fund balance	\$ -	\$ (182,690)	0.00%	\$ (182,689)
FUND BALANCE, BEGINNING (OCT 1, 2022)	463,998	463,998		
FUND BALANCE, ENDING	\$ 463,998	\$ 281,308		

ARLINGTON RIDGE

Community Development District

Food and Beverage**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending October 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Food (Food & Soft Drinks)	\$ 682,843	\$ 58,601	\$ 57,231	\$ (1,370)
Beverages (Alcohol)	259,717	25,438	24,709	(728)
Other Food & Beverage Revenue	1,400	-	1,563	1,563
Dues Income - Monthly Dues	25,596	2,133	1,648	(485)
Miscellaneous Income & Discounts	-	-	553	553
TOTAL REVENUES	969,556	86,172	85,704	(468)
<u>EXPENDITURES</u>				
<u>Cost of Goods Sold (COGS)</u>				
Food (food & soft drinks)	277,650	22,905	22,567	338
Non-Alcoholic Beverages	8,708	1,626	1,994	(368)
Alcohol	72,870	7,148	7,417	(269)
Total Cost of Goods Sold	359,228	31,679	31,978	(299)
<u>Labor</u>				
General and Administrative	43,750	3,354	2,884	471
Food & Beverage	341,134	29,560	22,864	6,696
Sales & Marketing	22,500	1,875	1,875	-
Payroll Taxes	39,720	3,392	2,671	721
Medical/Health Benefits	21,324	2,608	1,930	678
Workmans Comp	6,951	572	452	120
Total Labor	475,379	41,360	32,675	8,685
<u>Other Operational Expenditures</u>				
General and Administrative	154,908	15,885	13,567	2,318
Food & Beverage	84,919	11,578	11,358	221
FF&E	-	-	-	-
Sales and Marketing	9,445	837	317	520
Insurance- P & C	16,120	1,343	839	504
Total Other Operational Expenditures	265,392	29,644	26,080	3,562
TOTAL EXPENDITURES	1,099,999	102,683	90,734	11,948
Excess Revenues				
Over (Under) Expenditures	(130,443)	(16,512)	(5,030)	11,481

ARLINGTON RIDGE

Community Development District

*Food and Beverage***Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending October 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>OTHER SOURCES (USES)</u>				
Transfer In - General Fund	11,554	-	-	-
Transfer In - Golf Course	118,889	-	-	-
TOTAL OTHER SOURCES (USES)	130,443	-	-	-
Change in Fund Balance	<u>\$ -</u>	<u>\$ (16,512)</u>	<u>\$ (5,030)</u>	<u>\$ 11,481</u>
FUND BALANCE, BEGINNING (OCT 1, 2021)			(82,813)	
ENDING FUND, ENDING			<u>\$ (87,843)</u>	

ARLINGTON RIDGE

Community Development District

Golf Course**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending October 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>ROUNDS</u>				
Rounds - Member	16,956	1,492	1,681	189
Rounds - Outing	2,063	360	1,018	658
Rounds - Public	24,484	1,600	1,837	237
TOTAL ROUNDS	43,503	3,452	4,536	1,084
<u>REVENUES</u>				
Green Fees	\$ 818,144	\$ 58,360	\$ 68,543	\$ (10,183)
Cart Fees	1,230	80	790	(710)
Driving Range	42,230	3,900	3,432	468
Pro Shop Sales	114,140	7,470	9,088	(1,618)
Other Golf Revenues	5,794	837	25	812
Clinic / School Revenue	1,344	112	225	(113)
Dues Income - Monthly Dues	557,379	46,448	42,982	3,466
Miscellaneous Income and Discounts	-	-	1,027	(1,027)
TOTAL REVENUES	1,540,261	117,207	126,112	8,905
<u>EXPENDITURES</u>				
<u>Cost of Goods Sold (COGS)</u>				
Pro Shop	78,342	5,139	6,570	(1,431)
Total Cost of Goods Sold	78,342	5,139	6,570	(1,431)
<u>Labor</u>				
Golf Operations Labor	173,443	13,295	15,637	(2,342)
General and Administrative	81,250	6,229	5,355	874
Maintenance and Landscaping	284,416	23,506	18,975	4,531
Payroll Taxes	52,563	4,195	2,969	1,226
Medical/Health Benefits	37,909	2,328	3,432	(1,103)
Workmans Comp	12,357	1,016	803	213
Total Labor	641,938	50,570	47,171	3,399
<u>Other Operational Expenditures</u>				
Golf Operations	28,891	5,960	4,664	1,296
General & Administrative	151,840	14,209	12,191	2,018
Maintenance	303,046	31,453	18,734	12,719
Sales and Marketing	18,335	1,554	589	965
Golf Cart Leases	42,282	3,524	3,613	(90)
FF&E	-	-	-	-

ARLINGTON RIDGE

Community Development District

Golf Course**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending October 31, 2022

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
Taxes - Real Estate	1,800	-	-	-
Taxes - Personal Property	7,536	628	628	0
Insurance - P&C	29,936	2,495	1,558	937
Total Other Operational Expenditures	583,666	59,822	41,976	17,846
TOTAL EXPENDITURES	1,303,946	115,531	95,717	19,814
Excess Revenues Over (Under) Expenditures	236,315	1,675	30,395	28,719
<u>OTHER SOURCES (USES)</u>				
Transfer Out- Food & Beverage	(118,889)	-	-	-
Interest Expense - Capital Leases	(4,814)	-	-	-
Principal - Capital Lease	(112,612)	-	-	-
TOTAL SOURCES (USES)	(236,315)	-	-	-
Change in Fund Balance	<u>\$ (0)</u>	<u>\$ 1,675</u>	<u>\$ 30,395</u>	<u>\$ 28,719</u>
FUND BALANCE, BEGINNING (OCT 1, 2021)			35,023	
ENDING FUND, ENDING			<u>\$ 65,418</u>	

ARLINGTON RIDGE
Community Development District

Combined
Food and Beverage / Golf Course

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Food & Beverage Revenue	\$ 969,556	\$ 86,172	\$ 85,704	\$ (468)
Golf Course Revenue	1,540,261	117,207	126,112	8,905
TOTAL REVENUES	2,509,817	203,378	211,816	8,437
EXPENDITURES				
<u>Cost of Goods Sold (COGS)</u>				
COS - Food & Beverage	359,228	31,679	31,978	(299)
COS - Golf Course	78,342	5,139	6,570	(1,431)
TOTAL COST OF SALES	437,570	36,818	38,548	(1,730)
<u>Labor</u>				
Food & Beverage	475,379	41,360	32,675	8,685
Golf Course	641,938	50,570	47,171	3,399
Total Labor	1,117,317	91,930	79,847	12,084
<u>Other Operational Expenditures</u>				
Food & Beverage	265,392	29,644	26,080	3,563
Golf Course	583,666	59,822	41,976	17,846
Total Other Operational Expenditures	849,058	89,466	68,057	21,409
TOTAL EXPENDITURES	2,403,945	218,214	186,451	31,763
Excess Revenues				
Over (Under) Expenditures	105,872	(14,835)	25,365	40,200
OTHER SOURCES (USES)				
Transfer In- General Fund	11,554	-	-	-
Interest Expense - Capital Leases	(4,814)	-	-	-
Principal - Capital Lease	(112,612)	-	-	-
TOTAL SOURCES (USES)	(105,872)	-	-	-
Change in Fund Balance	\$ (0)	\$ (14,835)	\$ 25,365	\$ 40,200
FUND BALANCE, BEGINNING (OCT 1, 2021)			(47,790)	
ENDING FUND, ENDING			\$ (22,425)	

ARLINGTON RIDGE

Community Development District

Capital Reserve Fund**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending October 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-22 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ 214	\$ 4	1.87%	\$ 4
TOTAL REVENUES	214	4	1.87%	4
<u>EXPENDITURES</u>				
<u>Administration</u>				
Miscellaneous Expenses	-	15	0.00%	15
Total Administration	-	15	0.00%	15
TOTAL EXPENDITURES	-	15	0.00%	15
Excess (deficiency) of revenues Over (under) expenditures	214	(11)	-5.14%	(11)
<u>OTHER FINANCING SOURCES (USES)</u>				
Transfer In - General Fund	200,000	-	0.00%	-
Transfer In - GF (Sales Center)	87,500	-	0.00%	-
Contribution to (Use of) Fund Balance	287,714	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	575,214	-	0.00%	-
Net change in fund balance	\$ 287,714	\$ (11)	0.00%	\$ (11)
FUND BALANCE, BEGINNING (OCT 1, 2022)	415,323	415,323		
FUND BALANCE, ENDING	\$ 703,037	\$ 415,312		

ARLINGTON RIDGE

Community Development District

Series 2006A Debt Service Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 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>OCT-22 ACTUAL</u>
<u>REVENUES</u>				
Interest - Investments	\$ 125	\$ 741	592.80%	\$ 740
Special Assmnts- Tax Collector	228,315	-	0.00%	-
Special Assmnts- Prepayment	-	8,631	0.00%	8,631
TOTAL REVENUES	228,440	9,372	4.10%	9,371
<u>EXPENDITURES</u>				
<u>Debt Service</u>				
Principal Debt Retirement	100,000	-	0.00%	-
Interest Expense	110,825	-	0.00%	-
Total Debt Service	210,825	-	0.00%	-
TOTAL EXPENDITURES	210,825	-	0.00%	-
Excess (deficiency) of revenues Over (under) expenditures	17,615	9,372	53.20%	9,371
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	17,615	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	17,615	-	0.00%	-
Net change in fund balance	\$ 17,615	\$ 9,372	53.20%	\$ 9,371
FUND BALANCE, BEGINNING (OCT 1, 2022)	479,340	479,340		
FUND BALANCE, ENDING	\$ 496,955	\$ 488,712		

ARLINGTON RIDGE

Community Development District

Series 2019 Debt Service Fund**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending October 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-22 ACTUAL
<u>REVENUES</u>				
Interest - Investments	\$ 27	\$ 111	411.11%	\$ 110
Special Assmnts- Tax Collector	62,406	-	0.00%	-
TOTAL REVENUES	62,433	111	0.18%	110
<u>EXPENDITURES</u>				
<u>Debt Service</u>				
Principal Debt Retirement	35,000	-	0.00%	-
Interest Expense	22,960	-	0.00%	-
Total Debt Service	57,960	-	0.00%	-
TOTAL EXPENDITURES	57,960	-	0.00%	-
Excess (deficiency) of revenues Over (under) expenditures	4,473	111	2.48%	110
<u>OTHER FINANCING SOURCES (USES)</u>				
Interfund Transfer - In	-	71	0.00%	71
Operating Transfers-Out	-	(46)	0.00%	(46)
Contribution to (Use of) Fund Balance	4,473	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	4,473	25	0.56%	25
Net change in fund balance	\$ 4,473	\$ 136	3.04%	\$ 135
FUND BALANCE, BEGINNING (OCT 1, 2022)	76,572	76,572		
FUND BALANCE, ENDING	\$ 81,045	\$ 76,708		

ARLINGTON RIDGE

Community Development District

Series 2019 Capital Projects Fund**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending October 31, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	OCT-22 ACTUAL
REVENUES				
Interest - Investments	\$ -	\$ 71	0.00%	\$ 71
TOTAL REVENUES	-	71	0.00%	71
EXPENDITURES				
Other Physical Environment				
Capital Outlay	-	36,425	0.00%	36,425
Total Other Physical Environment	-	36,425	0.00%	36,425
TOTAL EXPENDITURES	-	36,425	0.00%	36,425
Excess (deficiency) of revenues Over (under) expenditures	-	(36,354)	0.00%	(36,354)
OTHER FINANCING SOURCES (USES)				
Interfund Transfer - In	-	46	0.00%	46
Operating Transfers-Out	-	(71)	0.00%	(71)
TOTAL FINANCING SOURCES (USES)	-	(25)	0.00%	(25)
Net change in fund balance	\$ -	\$ (36,379)	0.00%	\$ (36,379)
FUND BALANCE, BEGINNING (OCT 1, 2022)	-	43,696		
FUND BALANCE, ENDING	\$ -	\$ 7,317		

ARLINGTON RIDGE
Community Development District

Supporting Schedules

October 31, 2022

ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT
Monthly Trend Report - Fiscal Year 2023
GENERAL FUND

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Revenues													
Assessments-Tax Roll	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Interest Earnings	4	-	-	-	-	-	-	-	-	-	-	-	4
Lexington Spa	259	-	-	-	-	-	-	-	-	-	-	-	259
Rental Income-Fairfax Hall	-	-	-	-	-	-	-	-	-	-	-	-	-
Access Cards	10	-	-	-	-	-	-	-	-	-	-	-	10
RV Parking Lot Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	273	-	-	-	-	-	-	-	-	-	-	-	273
Expenditures													
Administrative Expenditures													
Supervisors Fees	200	-	-	-	-	-	-	-	-	-	-	-	200
FICA Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-
Engineering Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Dissemination Agent	-	-	-	-	-	-	-	-	-	-	-	-	-
ProfServ-Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Arbitrage	-	-	-	-	-	-	-	-	-	-	-	-	-
Attorney Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Assessment Roll	-	-	-	-	-	-	-	-	-	-	-	-	-
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	5,388	-	-	-	-	-	-	-	-	-	-	-	5,388
Management Services	4,458	-	-	-	-	-	-	-	-	-	-	-	4,458
Information Technology	700	-	-	-	-	-	-	-	-	-	-	-	700
Website Administration	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage	15	-	-	-	-	-	-	-	-	-	-	-	15
Insurance	10,000	-	-	-	-	-	-	-	-	-	-	-	10,000
Legal Advertising	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Expense	40	-	-	-	-	-	-	-	-	-	-	-	40
Mileage	-	-	-	-	-	-	-	-	-	-	-	-	-
Printing and Binding	-	-	-	-	-	-	-	-	-	-	-	-	-
Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-
Dues & Licenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Administrative	20,801	-	-	-	-	-	-	-	-	-	-	-	20,801

ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT
Monthly Trend Report - Fiscal Year 2023
GENERAL FUND

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u>Field Expenditures</u>													
Onsite Management	22,235	-	-	-	-	-	-	-	-	-	-	-	22,235
Computer Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-
Water & Sewer	-	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control	398	-	-	-	-	-	-	-	-	-	-	-	398
Rental & Leases	221	-	-	-	-	-	-	-	-	-	-	-	221
Liability/Property Insurance	76,859	-	-	-	-	-	-	-	-	-	-	-	76,859
Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-
Repairs & Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Special Events Expenditures	300	-	-	-	-	-	-	-	-	-	-	-	300
Club Activity Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Newsletter Printing/Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Janitorial Services and Supplies	2,828	-	-	-	-	-	-	-	-	-	-	-	2,828
Total Field	102,841	-	-	-	-	-	-	-	-	-	-	-	102,841
<u>Gatehouse Expenditures</u>													
Security Contract	12,280	-	-	-	-	-	-	-	-	-	-	-	12,280
Enhanced Security	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-
Street Lights	-	-	-	-	-	-	-	-	-	-	-	-	-
Water & Sewer	-	-	-	-	-	-	-	-	-	-	-	-	-
Repairs & Maintenance	1,042	-	-	-	-	-	-	-	-	-	-	-	1,042
Total Gate House	13,322	-	-	-	-	-	-	-	-	-	-	-	13,322
<u>Recreation Expenditures</u>													
Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-
Water & Sewer	-	-	-	-	-	-	-	-	-	-	-	-	-
Repairs & Maintenance	674	-	-	-	-	-	-	-	-	-	-	-	674
Sports Courts Maint. & Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Landscape Maintenance	26,194	-	-	-	-	-	-	-	-	-	-	-	26,194
Irrigation Repair & Replacement	-	-	-	-	-	-	-	-	-	-	-	-	-
Roadway Repair & Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Landscape Replacement	9,846	-	-	-	-	-	-	-	-	-	-	-	9,846
Landscape-Mulch	-	-	-	-	-	-	-	-	-	-	-	-	-

ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT
Monthly Trend Report - Fiscal Year 2023
GENERAL FUND

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Landscape- Clean Up & Removal	269	-	-	-	-	-	-	-	-	-	-	-	269
Pond/Littoral Shelf & Wetland Mgmt	1,700	-	-	-	-	-	-	-	-	-	-	-	1,700
Holiday Decorations	-	-	-	-	-	-	-	-	-	-	-	-	-
Operating Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Janitorial Services and Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Recreation	38,683	-	-	-	-	-	-	-	-	-	-	-	38,683
<u>Fairfax Hall Expenditures</u>													
Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-
Water & Sewer	-	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control	-	-	-	-	-	-	-	-	-	-	-	-	-
Repairs & Maintenance	571	-	-	-	-	-	-	-	-	-	-	-	571
Operating Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Janitorial Services and Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Fairfax Hall	571	-	-	-	-	-	-	-	-	-	-	-	571
<u>Social Center Expenditures</u>													
Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control	-	-	-	-	-	-	-	-	-	-	-	-	-
Repairs & Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Operating Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Janitorial Services and Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Dues & License	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Social Center	-	-	-	-	-	-	-	-	-	-	-	-	-
<u>Lexington Spa Expenditures</u>													
Fitness Instructors	740	-	-	-	-	-	-	-	-	-	-	-	740
Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-
Water & Sewer	-	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control	-	-	-	-	-	-	-	-	-	-	-	-	-
Repairs & Maintenance	304	-	-	-	-	-	-	-	-	-	-	-	304
Pool Maintenance	5,700	-	-	-	-	-	-	-	-	-	-	-	5,700
Operating Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Janitorial Services and Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Dues & License	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Lexington Spa	6,744	-	-	-	-	-	-	-	-	-	-	-	6,744

ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT
Monthly Trend Report - Fiscal Year 2023
GENERAL FUND

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Total Revenues	273	-	-	-	-	-	-	-	-	-	-	-	273
Total Expenditures	182,962	-	-	-	-	-	-	-	-	-	-	-	182,962
Excess Revenue / Over (Under) Expenditures	(182,689)	-	-	-	-	-	-	-	-	-	-	-	(182,689)
<u>Other Sources/(Uses)</u>													
Transfer Out - Capital Reserve	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfer Out - Golf Course and F&B	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Other Sources/(Uses)	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Change in Fund Balance	\$ (182,689)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (182,689)

ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT
Monthly Trend Report - Fiscal Year 2023
FOOD & BEVERAGE

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u>Revenues</u>													
Food (Food & Soft Drinks)	\$ 57,231	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,231
Beverages (Alcohol)	24,709	-	-	-	-	-	-	-	-	-	-	-	24,709
Other Food & Beverage Revenue	1,563	-	-	-	-	-	-	-	-	-	-	-	1,563
Dues Income - Monthly Dues	1,648	-	-	-	-	-	-	-	-	-	-	-	1,648
Miscellaneous Income & Discounts	553	-	-	-	-	-	-	-	-	-	-	-	553
Total Revenues	85,704	-	-	-	-	-	-	-	-	-	-	-	85,704
<u>Expenditures</u>													
<u>Cost of Goods Sold (COGS)</u>													
Food (food & soft drinks)	22,567	-	-	-	-	-	-	-	-	-	-	-	22,567
Non-Alcoholic Beverages	1,994	-	-	-	-	-	-	-	-	-	-	-	1,994
Alcohol	7,417	-	-	-	-	-	-	-	-	-	-	-	7,417
Total COGS	31,978	-	-	-	-	-	-	-	-	-	-	-	31,978
<u>Labor</u>													
General and Administrative	2,884	-	-	-	-	-	-	-	-	-	-	-	2,884
Food & Beverage	22,864	-	-	-	-	-	-	-	-	-	-	-	22,864
Sales & Marketing	1,875	-	-	-	-	-	-	-	-	-	-	-	1,875
Payroll Taxes	2,671	-	-	-	-	-	-	-	-	-	-	-	2,671
Medical/Health Benefits	1,930	-	-	-	-	-	-	-	-	-	-	-	1,930
Workmans Comp	452	-	-	-	-	-	-	-	-	-	-	-	452
Total Labor	32,675	-	-	-	-	-	-	-	-	-	-	-	32,675
<u>Other Operational Expenditures</u>													
General and Administrative	13,567	-	-	-	-	-	-	-	-	-	-	-	13,567
Food & Beverage	11,358	-	-	-	-	-	-	-	-	-	-	-	11,358
Sales and Marketing	317	-	-	-	-	-	-	-	-	-	-	-	317
Insurance- P & C	839	-	-	-	-	-	-	-	-	-	-	-	839
Total Other Oper. Expenditures	26,080	-	-	-	-	-	-	-	-	-	-	-	26,080
Total Expenditures	90,734	-	-	-	-	-	-	-	-	-	-	-	90,734
Excess Revenue / Over (Under) Expenditures	(5,030)	-	-	-	-	-	-	-	-	-	-	-	(5,030)

ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT
Monthly Trend Report - Fiscal Year 2023
FOOD & BEVERAGE

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<i>Other Sources/(Uses)</i>													
TransferOut-Capital Reserve	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfer Out- Golf Course / FB	-	-	-	-	-	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Other Sources/(Uses)	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Change in Fund Balance	\$ (5,030)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,030)

ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT
Monthly Trend Report - Fiscal Year 2023
GOLF COURSE

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u>ROUNDS</u>													
Rounds - Member	1,681	-	-	-	-	-	-	-	-	-	-	-	1,681
Rounds - Outing	1,018	-	-	-	-	-	-	-	-	-	-	-	1,018
Rounds - Public	1,837	-	-	-	-	-	-	-	-	-	-	-	1,837
TOTAL ROUNDS	4,536	-	-	-	-	-	-	-	-	-	-	-	4,536
<u>Revenues</u>													
Green Fees	68,543	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	68,543
Cart Fees	790	-	-	-	-	-	-	-	-	-	-	-	790
Driving Range	3,432	-	-	-	-	-	-	-	-	-	-	-	3,432
Pro Shop Sales	9,088	-	-	-	-	-	-	-	-	-	-	-	9,088
Other Golf Revenues	25	-	-	-	-	-	-	-	-	-	-	-	25
Clinic / School Revenue	225	-	-	-	-	-	-	-	-	-	-	-	225
Dues Income - Monthly Dues	42,982	-	-	-	-	-	-	-	-	-	-	-	42,982
Miscellaneous Income and Discounts	1,027	-	-	-	-	-	-	-	-	-	-	-	1,027
Total Revenues	126,112	-	-	-	-	-	-	-	-	-	-	-	126,112
<u>Expenditures</u>													
<u>Cost of Goods Sold (COGS)</u>													
Pro Shop	6,570	-	-	-	-	-	-	-	-	-	-	-	6,570
Total COGS	6,570	-	-	-	-	-	-	-	-	-	-	-	6,570
<u>Labor</u>													
Golf Operations Labor	15,637	-	-	-	-	-	-	-	-	-	-	-	15,637
General and Administrative	5,355	-	-	-	-	-	-	-	-	-	-	-	5,355
Maintenance and Landscaping	18,975	-	-	-	-	-	-	-	-	-	-	-	18,975
Payroll Taxes	2,969	-	-	-	-	-	-	-	-	-	-	-	2,969
Medical/Health Benefits	3,432	-	-	-	-	-	-	-	-	-	-	-	3,432
Workmans Comp	803	-	-	-	-	-	-	-	-	-	-	-	803
Total Labor	47,171	-	-	-	-	-	-	-	-	-	-	-	47,171
<u>Other Operational Expenditures</u>													
Golf Operations	4,664	-	-	-	-	-	-	-	-	-	-	-	4,664
General & Administrative	12,191	-	-	-	-	-	-	-	-	-	-	-	12,191
Maintenance	18,734	-	-	-	-	-	-	-	-	-	-	-	18,734
Sales and Marketing	589	-	-	-	-	-	-	-	-	-	-	-	589
Golf Cart Leases	3,613	-	-	-	-	-	-	-	-	-	-	-	3,613
FF&E	-	-	-	-	-	-	-	-	-	-	-	-	-
Taxes - Real Estate	-	-	-	-	-	-	-	-	-	-	-	-	-
Taxes - Personal Property	628	-	-	-	-	-	-	-	-	-	-	-	628
Insurance - P&C	1,558	-	-	-	-	-	-	-	-	-	-	-	1,558
Total Other Oper. Expenditures	41,976	-	-	-	-	-	-	-	-	-	-	-	41,976
Total Expenditures	95,717	-	-	-	-	-	-	-	-	-	-	-	95,717
Excess Revenue / Over (Under) Expenditures	30,395	-	-	-	-	-	-	-	-	-	-	-	30,395

ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT
Monthly Trend Report - Fiscal Year 2023
GOLF COURSE

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<i>Other Sources/(Uses)</i>													
Transfer In - General Fund	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfer Out - Food & Beverage	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Expense - Capital Leases	-	-	-	-	-	-	-	-	-	-	-	-	-
Principal Expense - Capital Leases	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Other Sources/(Uses)	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Change in Fund Balance	\$ 30,395	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,395

ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT
Monthly Trend Report - Fiscal Year 2023
COMBINED FOOD & BEVERAGE AND GOLF COURSE

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u>Revenues</u>													
Food & Beverage Revenue	\$ 85,704	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 85,704
Golf Course Revenue	126,112	-	-	-	-	-	-	-	-	-	-	-	126,112
Total Revenues	211,816	-	-	-	-	-	-	-	-	-	-	-	211,816
<u>Expenditures</u>													
<u>Cost of Goods Sold (COGS)</u>													
Food & Beverage	31,978	-	-	-	-	-	-	-	-	-	-	-	31,978
Golf Course	6,570	-	-	-	-	-	-	-	-	-	-	-	6,570
Total COGS	38,548	-	-	-	-	-	-	-	-	-	-	-	38,548
<u>Labor</u>													
Food & Beverage	32,675	-	-	-	-	-	-	-	-	-	-	-	32,675
Golf Course	47,171	-	-	-	-	-	-	-	-	-	-	-	47,171
Total Labor	79,848	-	-	-	-	-	-	-	-	-	-	-	79,847
<u>Other Operational Expenditures</u>													
Food & Beverage	26,080	-	-	-	-	-	-	-	-	-	-	-	26,080
Golf Course	41,976	-	-	-	-	-	-	-	-	-	-	-	41,976
Total Other Oper. Expenditures	68,057	-	-	-	-	-	-	-	-	-	-	-	68,057
Total Expenditures	186,452	-	-	-	-	-	-	-	-	-	-	-	186,451
Excess Revenue / Over (Under) Expenditures	25,364	-	-	-	-	-	-	-	-	-	-	-	25,365
<u>Other Sources/(Uses)</u>													
Transfer In - General Fund	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Expense - Capital Leases	-	-	-	-	-	-	-	-	-	-	-	-	-
Principal Expense - Capital Leases	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Other Sources/(Uses)	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Change in Fund Balance	\$ 25,364	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,365

ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT

Long Term Debt Report

Series 2006A Special Assessment Bonds
For the Period Ending September 30, 2023

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)
Current Bonds Outstanding	\$2,015,000

ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT
Long Term Debt Report
Series 2019 Special Assessment Bonds
For the Period Ending September 30, 2023

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 2022		FY 2023		Variance
October	\$ 102,177	\$	126,112	\$	23,935
November	131,782		-		(131,782)
December	132,669		-		(132,669)
January	141,087		-		(141,087)
February	170,246		-		(170,246)
March	178,794		-		(178,794)
April	162,095		-		(162,095)
May	132,121		-		(132,121)
June	132,121		-		(132,121)
July	98,170		-		(98,170)
August	100,048		-		(100,048)
September	106,762		-		(106,762)
Total	\$ 1,588,072	\$	126,112	\$	(1,461,960)

Food & Beverage

	FY 2022		FY 2023		Variance
October	\$ 82,534	\$	85,704	\$	3,170
November	77,664		-		(77,664)
December	90,633		-		(90,633)
January	79,205		-		(79,205)
February	106,602		-		(106,602)
March	60,133		-		(60,133)
April	95,321		-		(95,321)
May	74,983		-		(74,983)
June	67,408		-		(67,408)
July	63,401		-		(63,401)
August	64,981		-		(64,981)
September	84,613		-		(84,613)
Total	\$ 947,477	\$	85,704	\$	(861,773)

Cumulative

	FY 2022		FY 2023		Variance
October	\$ 184,710	\$	211,816	\$	27,106
November	209,446		-		(209,446)
December	223,302		-		(223,302)
January	220,292		-		(220,292)
February	276,848		-		(276,848)
March	238,927		-		(238,927)
April	257,416		-		(257,416)
May	207,104		-		(207,104)
June	199,529		-		(199,529)
July	161,571		-		(161,571)
August	165,029		-		(165,029)
September	191,375		-		(191,375)
Total	\$ 2,535,549	\$	211,816	\$	(2,323,733)

Subsection 7C

Invoices and Chec Register

2002 West Grand Parkway North
Suite 100
Katy, TX 77449

INVOICE

INVOICE#	#84588
CUSTOMER ID	C2382
PO#	

DATE	10/25/2022
NET TERMS	Net 30
DUE DATE	11/24/2022

BILL TO
Arlington Ridge Community
Development District
210 N University Dr
Coral Springs FL 33071-7394
United States

Services provided for the Month of: October 2022

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Management Services for the Month of: October 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	22,235.17		22,235.17
Postage	1	Ea	15.39		15.39
Brett Perez: 8-1-2022 Amazon Mktp. - Scale \$407.23; 8-30-2022 GIH*Globalindustrialeq - Benches \$1,462.79; 9-1-2022 Del-Air Heating Air Co. \$3,214.00; 9-1-2022 Awning Recover Special - Awning for bldg. \$575.00; 9-1-2022 Del-Air Heating Air Co. - AC contract \$2,350.00; 9-2-2022 South Leesburg Ace - Roof repairs \$98.72	1	Ea	8,107.74		8,107.74
Subtotal					34,816.63

Subtotal	\$34,816.63
Tax	\$0.00
Total Due	\$34,816.63

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.

INVOICE

Invoice # 4409
 Date: 10/12/2022
 Due On: 11/11/2022

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	09/06/2022	Confer with board member re: various CDD items; confer with district manager re: draft agenda, meeting policy and edits to same; agenda call; confer re: scope of services	1.20	\$325.00	\$390.00
Service	JK	09/07/2022	Conference call with Supervisor and district manager re: agenda call, review of amenity agreement; draft ROP edits and transmit same; confer re: roofing items	0.80	\$325.00	\$260.00
Service	JK	09/08/2022	Draft tree removal work authorization; review contract for staffing requirements and transmit request for same	0.30	\$325.00	\$97.50
Service	MO	09/08/2022	Review Inframark contract to determine payment of staff and failure to staff; Review correspondence re: sales center plat	0.80	\$265.00	\$212.00
Service	JK	09/09/2022	Conference call with Supervisor re: various sales center and roofing/air conditioning issues	0.30	\$325.00	\$97.50
Service	JK	09/11/2022	Review multiple resident correspondence; prepare public decorum slides	0.30	\$325.00	\$97.50
Service	JK	09/12/2022	Review resident communications and confer with district manager; field board member call re: building options; review correspondence on same	0.40	\$325.00	\$130.00

Invoice # 4409 - 10/12/2022

Service	JK	09/14/2022	Draft and disseminate ability to use committees for CDD business; prepare for Board meeting; confer with Inframark re: rates/fees for agenda back up; transmit public decorum slides and presentation for Board meeting	1.20	\$325.00	\$390.00
Service	MH	09/14/2022	Prepare public comment procedure slides for Board meeting.	0.30	\$290.00	\$87.00
Service	JK	09/15/2022	Travel to/from and attend Board meeting; pre-meeting call with district manager	9.40	\$325.00	\$3,055.00
Service	MG	09/16/2022	Prepare new form Rules of Procedure, and Notices of Rule Development and Rulemaking	1.30	\$170.00	\$221.00
Service	JK	09/18/2022	Review inquiry re: campaign/election policies and laws and transmit summary to Board	0.50	\$325.00	\$162.50
Service	JK	09/19/2022	Transmit research and correspondence re: campaign research and options for same; field calls from Board members on same	0.70	\$325.00	\$227.50
Service	JK	09/19/2022	Review/edit rulemaking and rule development notices and transmit same; review updates Rules of Procedure and transmit same; review candidate night requests and forums and transmit supporting information on same; review/edit and disseminate three work authorizations for Floralawn	0.80	\$325.00	\$260.00
Service	MG	09/19/2022	Obtain proposals and draft work authorizations	0.80	\$170.00	\$136.00
Expense	AL	09/19/2022	Rental Car Expenses: Rental car for meeting	1.00	\$74.53	\$74.53
Expense	AL	09/19/2022	Gas: Gas for meeting	1.00	\$20.00	\$20.00
Expense	AL	09/19/2022	Hotel: Hotel for meeting	1.00	\$30.00	\$30.00
Service	MG	09/20/2022	Finalize Notice of Rules of Development and Notice of Rulemaking	0.50	\$170.00	\$85.00
Service	MG	09/20/2022	Revise and finalize work authorizations	0.90	\$170.00	\$153.00
Service	JK	09/20/2022	Review/edit and disseminate floralawn work authorization and confer with district manager on meeting follow up items; transmit notices of rule making, rule development, resolution for same and related rules for publication; confer re: meet the candidates rules and legal options/requirements for same; confer re:	1.00	\$325.00	\$325.00

PSA estoppel letter and wire requirements related to same						
Service	JK	09/21/2022	Review various closing documents for September 26 closing; provide edits; confer with staff re: pre-closing inspection opportunities; confirm rulemaking notices publication requirements with Inframark and newspaper options for same; confirm ranges for rates	1.90	\$325.00	\$617.50
Service	JK	09/22/2022	Conference call re: campaign questions; confer re: HOA/PSA funding and funding instructions	0.60	\$325.00	\$195.00
Service	JK	09/23/2022	Draft request for city zoning extension and confer with Montagna on same; review inquiries from resident on violations	0.30	\$325.00	\$97.50
Service	MO	09/23/2022	Review Violation Notice from City and draft response letter	0.40	\$265.00	\$106.00
Service	JK	09/26/2022	Review updated closing documents; review marked up title report; confer re: insurance and storm impacts; provide MOU for furniture; filed multiple calls on same	1.50	\$325.00	\$487.50
Expense	AL	09/28/2022	Certified Mail: Certified mail to city of Leesburg	1.00	\$4.60	\$4.60
Service	LG	09/29/2022	Research FEMA disaster response procedures.	0.10	\$0.00	\$0.00
Expense	AL	09/30/2022	Meals: Meals for meeting	1.00	\$15.00	\$15.00
Total						\$8,034.13

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
3892	10/08/2022	\$5,943.66	\$0.00	\$5,943.66

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
4409	11/11/2022	\$8,034.13	\$0.00	\$8,034.13
Outstanding Balance				\$13,977.79
Total Amount Outstanding				\$13,977.79

Please make all amounts payable to: KE Law Group, PLLC

Please pay within 30 days.

ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 10/01/22 to 10/31/22

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
TRUIST (SUNTRUST) - GF OPERATING ACCOUNT - (ACCT#XXXXX1442)							
CHECK # 2889							
10/03/22	Vendor	ADVANCE ELECTRIC	6776	ELECTRICAL REPAIRS	Repairs & Maintenance	001-546156-57221	\$555.00
Check Total							\$555.00
CHECK # 2890							
10/03/22	Vendor	DEPARTMENT OF BUSINESS	080522-RENEW	ALCOHOLIC BEVERAGE RETAILER LICENSE RENEW	Dues, Licenses, Subscriptions	001-554020-51302	\$250.00
Check Total							\$250.00
CHECK # 2891							
10/03/22	Vendor	FLORALAWN INC	14809	SEPT 2022 LAWN MAINT	SEPT LANDSCAPE MAINT	001-546300-57221	\$16,288.83
10/03/22	Vendor	FLORALAWN INC	14809	SEPT 2022 LAWN MAINT	MONTHLY IRR CHECK	001-546179-57221	\$2,200.00
10/03/22	Vendor	FLORALAWN INC	14809	SEPT 2022 LAWN MAINT	PEST CONTROL APPLICATIONS	001-546300-57221	\$6,416.50
10/03/22	Vendor	FLORALAWN INC	14809	SEPT 2022 LAWN MAINT	ADDENDUM FOR ADD LANDSCAPE MAINT	001-546300-57221	\$375.00
10/03/22	Vendor	FLORALAWN INC	14934	BED FIX	Landscape Replacement	001-546338-57221	\$2,700.00
Check Total							\$27,980.33
CHECK # 2892							
10/03/22	Vendor	FLORIDA AQUA GROUP LLC	10521	MODULE FILTER POOL MAINT	Repairs & Maintenance	001-546156-57258	\$360.00
10/03/22	Vendor	FLORIDA AQUA GROUP LLC	10522	POOL MAINT	ProfServ-Pool Maintenance	001-531034-57258	\$5,700.00
Check Total							\$6,060.00
CHECK # 2893							
10/03/22	Vendor	GLOBISER INC	2291	SEPT 2022 JANITORIAL SVCS	Janitorial Svcs	001-534349-53948	\$2,040.00
10/03/22	Vendor	GLOBISER INC	2291	SEPT 2022 JANITORIAL SVCS	Janitorial Supplies	001-534349-53948	\$285.37
Check Total							\$2,325.37
CHECK # 2894							
10/03/22	Vendor	LINDA LAMBERT	092222-REIMB	REIMBURSE FOR CRAFT ROOM MATERIALS	reimbursement for materials	001-552025-57255	\$48.12
Check Total							\$48.12
CHECK # 2895							
10/03/22	Vendor	MMD COMPUTER CENTER INC	70617	IT SVCS	AUDIO REPAIRS	001-549942-51302	\$115.00
Check Total							\$115.00
CHECK # 2896							
10/03/22	Vendor	NANCY WALBURN	082922	ZUMBA CLASSES 8/29-9/9/22	Fitness Instructors	001-534112-57258	\$120.00
10/03/22	Vendor	NANCY WALBURN	INV2	ZUMBA CLASSES 9/12-9/23/22	ZUMBA 9/12-9/23/22	001-534112-57258	\$180.00
Check Total							\$300.00

ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 10/01/22 to 10/31/22

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 2897							
10/03/22	Vendor	OFFICE DEPOT BUSINESS CREDIT	58032-091222	OFFICE SUPPLIES	Office Supplies	001-551002-53948	\$328.79
Check Total							\$328.79
CHECK # 2898							
10/03/22	Vendor	PITNEY BOWES GLOBAL FINANCIAL SVCS LLC	3105699423	LEASE 10/10/22-1/9/23	Rentals & Leases	001-544025-53948	\$186.00
Check Total							\$186.00
CHECK # 2900							
10/03/22	Vendor	SIGNAL RESTORATION SERVICES LLC	40-2208-10206-1	REMEDIATION SVCS 5/6/22-5/11/22	Transfer Out - Capital Project	001-591035-58150	\$13,898.69
10/03/22	Vendor	SIGNAL RESTORATION SERVICES LLC	40-2201-10206-1	RESTORATION SVCS 5/12-6/1/22	Transfer Out - Capital Project	001-591035-58150	\$15,908.02
Check Total							\$29,806.71
CHECK # 2901							
10/03/22	Vendor	UNI-FIRST CORPORATION	920 1444255	FLOOR MATS	FUEL SURCHG	001-534349-53948	\$3.00
10/03/22	Vendor	UNI-FIRST CORPORATION	920 1444255	FLOOR MATS	MATS	001-534349-53948	\$91.25
Check Total							\$94.25
CHECK # 2902							
10/12/22	Vendor	DEANS SERVICES	20992526	LOC # 124281 O'HARA'S PUB - SEPT PEST CONTROL	SOCIAL CENTER	001-531170-57255	\$61.48
10/12/22	Vendor	DEANS SERVICES	20992527	LOC # 124283 FAIRFAX HALL - SEPT PEST CONTROL	FAIRFAX HALL	001-531170-57245	\$93.83
10/12/22	Vendor	DEANS SERVICES	20992797	LOC # 145609 HEALTH CENTER - SEPT PEST CONTROL	SOCIAL CENTER	001-531170-57258	\$72.26
10/12/22	Vendor	DEANS SERVICES	21004894	LOC # 223792 AR STORAGE TRAILER - SEPT PEST CONTROL	STORAGE TRAILER	001-531170-57221	\$58.30
10/12/22	Vendor	DEANS SERVICES	20992798	LOC # 145610 SOCIAL CENTER - SEPT PEST CONTROL	SOCIAL CENTER	001-531170-57255	\$83.05
10/12/22	Vendor	DEANS SERVICES	20992528	LOC # 124295 VILLAGE ADMIN - SEPT PEST CONTROL	ADMINISTRATION	001-531170-53948	\$29.12
Check Total							\$398.04
CHECK # 2903							
10/12/22	Vendor	EGIS INSURANCE ADVISORS LLC	17249	POLICY RENEWAL 10/1/2022-10/1/2023	Insurance - General Liability	001-545002-51302	\$86,009.00
10/12/22	Vendor	EGIS INSURANCE ADVISORS LLC	17250	POLICY RENEWAL 10/1/2022-10/1/2023	Worker's comp policy	001-545002-51302	\$850.00
Check Total							\$86,859.00
CHECK # 2904							
10/12/22	Vendor	HOME DEPOT	091322-8496	SUPPLIES FOR TRAFFIC STRIPING	PAINT SUPPLIES TRAFFIC STRIPING	001-546156-57221	\$302.75
Check Total							\$302.75
CHECK # 2905							
10/12/22	Vendor	INFRAMARK, LLC	83043	SEPT 2022 MGMT SVCS	Management Services	001-531093-51302	\$4,458.33
10/12/22	Vendor	INFRAMARK, LLC	83043	SEPT 2022 MGMT SVCS	Onsite Mgmt	001-534210-53948	\$21,587.50
10/12/22	Vendor	INFRAMARK, LLC	83043	SEPT 2022 MGMT SVCS	postage	001-541010-51302	\$20.52
10/12/22	Vendor	INFRAMARK, LLC	83043	SEPT 2022 MGMT SVCS	DISSEMINATION	001-531012-51302	\$5,000.00
10/12/22	Vendor	INFRAMARK, LLC	83043	SEPT 2022 MGMT SVCS	repairs/home depot	001-546156-53948	\$2,490.51
Check Total							\$33,556.86

ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 10/01/22 to 10/31/22

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 2906							
10/12/22	Vendor	LISA M SCHATTIE	112	GROUP FITNESS	Fitness Instructors	001-534112-57258	\$120.00
Check Total							\$120.00
CHECK # 2907							
10/14/22	Vendor	DEL-AIR HEATING, AIR CONDITIONING	HS-000536696	COMMERCIAL DIAGNOSTIC/REPLACE PLUG	AC/REPAIRS	001-546156-57245	\$245.00
Check Total							\$245.00
CHECK # 2908							
10/14/22	Vendor	NANCY WALBURN	INV3	FITNESS INSTRUCTOR	ZUMBA 9/12-9/23/22	001-534112-57258	\$120.00
Check Total							\$120.00
CHECK # 2909							
10/17/22	Vendor	INFRAMARK, LLC	81646	AUG 2022 MGMT FEES	Management Services	001-531093-51302	\$4,458.33
10/17/22	Vendor	INFRAMARK, LLC	81646	AUG 2022 MGMT FEES	Onsite Mgmt	001-534210-53948	\$21,587.50
10/17/22	Vendor	INFRAMARK, LLC	81646	AUG 2022 MGMT FEES	postage	001-541010-51302	\$1,053.04
10/17/22	Vendor	INFRAMARK, LLC	81646	AUG 2022 MGMT FEES	Copies	001-547001-51302	\$531.00
10/17/22	Vendor	INFRAMARK, LLC	81646	AUG 2022 MGMT FEES	certified letter	001-541010-51302	\$6.80
10/17/22	Vendor	INFRAMARK, LLC	81646	AUG 2022 MGMT FEES	Distribution	001-549999-51302	\$366.10
10/17/22	Vendor	INFRAMARK, LLC	81646	AUG 2022 MGMT FEES	NETFLIX	001-554020-57255	\$15.99
10/17/22	Vendor	INFRAMARK, LLC	81646	AUG 2022 MGMT FEES	ADMIN SOFTWARE	001-551002-53948	\$204.00
10/17/22	Vendor	INFRAMARK, LLC	81646	AUG 2022 MGMT FEES	SIGNAGE	001-546156-57221	\$266.99
10/17/22	Vendor	INFRAMARK, LLC	81646	AUG 2022 MGMT FEES	REFUND ON TAX	001-546156-57221	(\$20.00)
10/17/22	Vendor	INFRAMARK, LLC	81646	AUG 2022 MGMT FEES	LOCK TIGHT SHREDDING	001-551002-53948	\$162.50
10/17/22	Vendor	INFRAMARK, LLC	81646	AUG 2022 MGMT FEES	MAINT SUPPLIES	001-546156-57221	\$78.41
10/17/22	Vendor	INFRAMARK, LLC	81646	AUG 2022 MGMT FEES	STOP SIGN INSTALLATION	001-546156-57221	\$4.06
10/17/22	Vendor	INFRAMARK, LLC	81646	AUG 2022 MGMT FEES	NETFLIX SVCS	001-554020-57255	\$15.99
10/17/22	Vendor	INFRAMARK, LLC	81646	AUG 2022 MGMT FEES	COMMUNITY PICNIC SUPPLIES	001-549052-53948	\$217.41
10/17/22	Vendor	INFRAMARK, LLC	81646	AUG 2022 MGMT FEES	ADOBE SOFTWARE PURCHASE	001-551002-53948	\$179.88
10/17/22	Vendor	INFRAMARK, LLC	81646	AUG 2022 MGMT FEES	LIGHTBULB FOR THEATER OVERHEAD PROJ.	001-552025-57255	\$146.20
Check Total							\$29,274.20
CHECK # 2910							
10/24/22	Vendor	ALLIED UNIVERSAL SECURITY SERVICES	13365490	SEC SVCS SEP 2022	Contracts-Security Services	001-534037-53904	\$10,639.47
Check Total							\$10,639.47
CHECK # 2911							
10/24/22	Vendor	RALEX BUSINESS SERVICES, INC.	31040	LEASE - COPIER	Printer/copier	001-544025-53948	\$221.43
Check Total							\$221.43

ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 10/01/22 to 10/31/22

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 2912							
10/24/22	Vendor	UNI-FIRST CORPORATION	920 1450058	FLOOR MATS	MATS	001-534349-53948	\$94.25
10/24/22	Vendor	UNI-FIRST CORPORATION	920 1452130	FLOOR MAT	MATS	001-534349-53948	\$91.25
10/24/22	Vendor	UNI-FIRST CORPORATION	920 1452130	FLOOR MAT	FUEL SURCHG	001-534349-53948	\$3.00
Check Total							\$188.50
ACH #DD1070							
10/03/22	Vendor	THE CITY OF LEESBURG	090822 ACH	BILL PRD 7/2-8/25/22	Due from Golf	133517	\$7,088.61
ACH Total							\$7,088.61
ACH #DD1071							
10/24/22	Vendor	DUKE ENERGY	100322 ACH	BILL PRD 8/31-9/29/22	Utility - Electric	001-543041-53948	\$242.04
10/24/22	Vendor	DUKE ENERGY	100322 ACH	BILL PRD 8/31-9/29/22	Utility - Electric	001-543041-53904	\$185.44
10/24/22	Vendor	DUKE ENERGY	100322 ACH	BILL PRD 8/31-9/29/22	Utility - Electric	001-543041-57221	\$1,923.92
10/24/22	Vendor	DUKE ENERGY	100322 ACH	BILL PRD 8/31-9/29/22	Street Lights	001-543057-53904	\$6,477.50
10/24/22	Vendor	DUKE ENERGY	100322 ACH	BILL PRD 8/31-9/29/22	Utility - Electric	001-543041-57245	\$3,748.82
10/24/22	Vendor	DUKE ENERGY	100322 ACH	BILL PRD 8/31-9/29/22	Utility - Electric	001-543041-57255	\$536.26
10/24/22	Vendor	DUKE ENERGY	100322 ACH	BILL PRD 8/31-9/29/22	Utility - Electric	001-543041-57258	\$3,134.39
ACH Total							\$16,248.37
ACH #DD1072							
10/26/22	Vendor	SECO ENERGY	101122 ACH	BILL PRD 9/8-10/7/22	Utility - Electric	001-543041-53904	\$36.83
10/26/22	Vendor	SECO ENERGY	101122 ACH	BILL PRD 9/8-10/7/22	Utility - Electric	001-543041-57221	\$1,000.14
ACH Total							\$1,036.97
ACH #DD1075							
10/03/22	Vendor	THE CITY OF LEESBURG	090922 ACH	BILL PRD 8/2-9/2/22	Utility - Water & Sewer	001-543021-53948	\$142.39
10/03/22	Vendor	THE CITY OF LEESBURG	090922 ACH	BILL PRD 8/2-9/2/22	Utility - Water & Sewer	001-543021-53904	\$41.04
10/03/22	Vendor	THE CITY OF LEESBURG	090922 ACH	BILL PRD 8/2-9/2/22	Utility - Water & Sewer	001-543021-57245	\$98.24
10/03/22	Vendor	THE CITY OF LEESBURG	090922 ACH	BILL PRD 8/2-9/2/22	Utility - Water & Sewer	001-543021-57258	\$2,632.40
10/03/22	Vendor	THE CITY OF LEESBURG	090922 ACH	BILL PRD 8/2-9/2/22	Utility - Water & Sewer	001-543021-57221	\$235.43
ACH Total							\$3,149.50
Account Total							\$257,498.27

Section 8

Public hearing

Subsection 8A

Rules of Procedure Amended Rates, Fees, Charges

AMENDED AND RESTATED
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 ~~(the “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 ~~(the “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 ~~(the~~ (“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, but no more than thirty (30) days~~ 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.

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- (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.

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- (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 ~~December 18, 2019~~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 8C

Resolution 03-03

RESOLUTION 03-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE AND AMENDED RATES, FEES, AND CHARGES PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Arlington Ridge Community Development District (“**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being located in the City of Leesburg, Florida; and

WHEREAS, Chapters 190 and 120, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District has previously adopted Rules of Procedure and rates, fees, and charges to govern the administration of the District; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Rules of Procedure and Amended Rates, Fees, and Charges attached hereto as **Composite Exhibit A** for immediate use and application; and

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

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

SECTION 1. The attached Amended and Restated Rules of Procedure and Amended Rates, Fees and Charges are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amended and Restated Rules of Procedure and Amended Rates, Fees and Charges replace all prior versions of the Rules of Procedure and rates, fees, and charges, and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules and rates, fees and charges in accordance with Chapter 190 and Chapter 120, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 17th day of November, 2022

ATTEST:

**ARLINGTON RIDGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chair, Board of Supervisors

Composite Exhibit A: Amended and Restated Rules of Procedure
Amended Rates, Fees, and Charges

COMPOSITE EXHIBIT A

AMENDED AND RESTATED RULES OF PROCEDURE
AMENDED RATES, FEES, AND CHARGES