

**ARLINGTON RIDGE  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA PACKAGE**

**Thursday, April 20, 2023**

**Remote Participation:**

Zoom: <https://us02web.zoom.us/j/3797970647>, Meeting ID: 3797970647

--or--

Call in (audio only) (415) 762-9988 or (646) 568-7788, 3797970647#



313 Campus Street  
Celebration, Florida 34747  
(407) 566-1935

# Agenda

## Arlington Ridge Community Development District

**Board of Supervisors**

Robert Hoover, Chairman  
 Ted Kostich, Vice Chairman  
 Bill Middlemiss, Assistant Secretary  
 Claire Murphy, 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, Community Director  
 Robert Sardinas, Facilities Manager  
 Frank Bruno, General Manager  
 Dan Zimmer, VP Operations, Troon

### Meeting Agenda Thursday, April 20, 2023 – 2:00 p.m.

- 1. Call to Order and Roll Call**
- 2. Pledge of Allegiance**..... 2:03 to 2:05
- 3. Audience Comments on Agenda Items – Three- (3) Minute Time Limit**..... 2:05 to 2:25
- 4. Staff Reports**
  - A. District Counsel ..... 2:25 to 2:40
  - B. District Engineer (*under separate cover*)..... 2:40 to 2:50
  - C. District Manager ..... 2:50 to 3:00
  - D. Field Manager
    - i. Inframark Monthly Report ..... Page 7 3:00 to 3:10
    - ii. Floralawn Inspections and Reports ..... Page 29 3:10 to 3:15
    - iii. Proposal #5715 for Installation of Annuals ..... Page 43 3:15 to 3:20
  - E. Community Director ..... 3:20 to 3:25
  - F. General Manager: Golf, Food & Beverage
    - i. Monthly Report ..... Page 47 3:25 to 3:35
- 5. Business Items**
  - A. Request from HOA for Vinyl Fencing Maintenance Agreement ..... 3:35 to 3:45
  - B. Request to Remove Flag Pole in Front of Fairfax Hall..... 3:45 to 3:55
  - C. Security Options and Proposals ..... 3:55 to 4:30
    - i. Securiteam..... Page 52 3:55 to 4:30
    - ii. TEKWave Solutions ..... Page 64 3:55 to 4:30
  - D. Proposals for Thermostat at Fairfax Hall..... Page 76 4:30 to 4:40
  - E. Proposal for Gravel at the RV Lot ..... Page 80 4:40 to 4:50
  - F. Striping Proposals ..... Page 82 4:50 to 5:00
  - G. Garden Club’s Brick Program and Memorial Donation Policy ..... Page 85 5:00 to 5:20
  - H. Rules for Use of Golf Course Funds..... Page 90 5:20 to 5:40
  - I. Golf Course Contract with Billy Casper Golf..... Page 92 5:40 to 5:50
  - J. Violation Letter ..... Page 129 5:50 to 5:55
- 6. Consent Agenda**
  - A. Minutes from the March 16, 2023, Meeting ..... Page 132 5:55 to 6:00
  - B. Financial Statements ..... Page 143 5:55 to 6:00
  - C. Invoices and Check Register..... Page 165 5:55 to 6:00
- 7. Other Business**
- 8. Supervisor Requests** ..... 6:00 to 6:10
- 9. Audience Comments – Three- (3) Minute Time Limit**..... 6:10 to 6:30
- 10. Adjournment**

*The next meeting is scheduled for Thursday, May 18, 2023*

**District Office:**

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

**Meeting Location:**

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

# **Section 4**

# **Staff Reports**

# **Subsection 4B**

## **Engineer**

*(under separate cover)*

# **Subsection 4D**

## **Field Manager**

# **Subsection 4D(i)**

## **Monthly Report**

# **APRIL FIELD INSPECTION 2023**

**Arlington Ridge CDD**

**Monday, April 10, 2023**

**Prepared For Board Of Supervisors**

**40 Items Identified**





**Item 1**

Assigned To Inframark Field Staff  
Pressure wash sidewalk near  
Lexington Spa entrance.



**Item 2**

Assigned To FloraLawn  
Trim down bushes for pool control  
near pool equipment area.



**Item 3**

Assigned To Inframark Field Staff  
Pressure wash lids for pool  
equipment containers.



**Item 4**

Assigned To FloraLawn  
Remove weeds near heaters at pool  
equipment area.





**Item 5**

Assigned To Vermana

Beach pool resurfacing has started.



**Item 6**

Assigned To FloraLawn

Please trim branches away from roof top near beach pool area.



**Item 7**

Assigned To Vermana

Resurfacing of jacuzzi has begun.



**Item 8**

Assigned To FloraLawn

Trim hedging of stone wall near jacuzzi.





**Item 9**

Assigned To FloraLawn

Remove broken tree branch from pool area.



**Item 10**

Assigned To FloraLawn

Please make walkway for easier access to pool saver.



**Item 11**

Assigned To Inframark Field Staff  
Pressure wash sidewalk near admin  
build.



**Item 12**

Assigned To Inframark Field Staff  
Pressure wash sidewalk near  
restaurant.





**Item 13**

Assigned To Inframark Field Staff  
Pressure wash benches near greens area.



**Item 14**

Assigned To Inframark Field Staff  
Replace light for theater sign.



**Item 15**

Assigned To Inframark Field Staff  
Pressure wash columns near theater.



**Item 16**

Assigned To Inframark Field Staff  
Pressure wash emergency stairs near  
Theater.





**Item 17**

Assigned To FloraLawn

Remove weeds and vines from golf shack building.



**Item 18**

Assigned To FloraLawn

Please trim tree near side entrance of Fairfax Hall.



**Item 19**

Assigned To FloraLawn

Please Trim trees near parking lot of Fairfax Hall.



**Item 20**

Assigned To Inframark Field Staff

Pressure wash side walk near Fairfax Hall.





**Item 21**

Assigned To Inframark Field Staff  
Grinding of sidewalks are completed.



**Item 22**

Assigned To Inframark Field Staff  
Pressure wash sidewalk in front  
entrance of admin building.



**Item 23**

Assigned To FloraLawn  
Trim down bushes on Arlington  
Ridge Blvd.



**Item 24**

Assigned To FloraLawn  
Remove weeds on tree bed on  
Arlington Ridge Blvd.





**Item 25**

Assigned To FloraLawn  
Trim down bushes on Arlington  
Ridge Blvd.



**Item 26**

Assigned To Inframark Field Staff  
Pressure wash columns near from  
entrance of Arlington Ridge Blvd.



**Item 27**

Assigned To Inframark Field Staff  
Pressure wash front entrance sign of  
Arlington Ridge.



**Item 28**

Assigned To FloraLawn  
Remove weeds on tree bed near  
Hopewell Pass.





**Item 29**

Assigned To Inframark Field Staff  
Pressure wash side walk near  
roundabout.



**Item 30**

Assigned To FloraLawn  
Please pick up all debris from  
maintenance trailers area.



**Item 31**

Assigned To FloraLawn  
Remove weeds on tree bed of  
Haywood Worm Farm RD.



**Item 32**

Assigned To Inframark Field Staff  
Replace ropes for parking spots of  
R/V lot.





**Item 33**

Assigned To FloraLawn

Trim hedges for golf cart pass.



**Item 34**

Assigned To Inframark Field Staff

Place back loose sign near golf cart pass.



**Item 35**

Assigned To Inframark Field Staff  
Straighten up stop sign on James  
River CIR.



**Item 36**

Assigned To Inframark Field Staff  
Straighten up Stop sign on  
Bridgewater Ln.





**Item 37**

Assigned To Inframark Field Staff  
Reattach kick pad for kitchen area of  
Admin building.



**Item 38**

Assigned To Inframark Field Staff  
Remove mailbox and replace for 2  
new mailboxes for admin building.



**Item 39**

Assigned To Inframark Field Staff  
Pressure wash front entrance of  
town square.



**Item 40**

Assigned To Inframark Field Staff  
Pressure wash columns near admin  
building.

# **Subsection 4D(ii)**

## **Floralawn Reports**



Customer: <u>Arlington Ridge CDD</u>	Date: <u>4/4 - 4/6</u>
<input checked="" type="checkbox"/> Scheduled Service	<input type="checkbox"/> Service Call

Inspection:

<p>Grass Type:</p> <p><input checked="" type="checkbox"/> St. Augustine      <input type="checkbox"/> Zoysia</p> <p><input type="checkbox"/> Bermuda              <input type="checkbox"/> Bahia</p>	<p>Color:</p> <p><input checked="" type="checkbox"/> Good              <input type="checkbox"/> Moderate      <input type="checkbox"/> Poor</p>
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<p>Watering:</p> <p><input type="checkbox"/> Good              <input type="checkbox"/> Dry              <input type="checkbox"/> Wet</p> <p><input type="checkbox"/> Recommendation:</p>	<p>Insects Present:</p> <p><input type="checkbox"/> Chinch Bugs      <input type="checkbox"/> Army Worms      <input type="checkbox"/> Mole Crickets</p> <p><input type="checkbox"/> Sod Webworms      <input type="checkbox"/> Fire Ants</p> <p><input type="checkbox"/> Other:</p>
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<p>Weeds:</p> <p><input type="checkbox"/> Present</p> <p><input type="checkbox"/> Follow Up Needed:</p>	<p>Disease:</p> <p><input type="checkbox"/> Brown Patch              <input type="checkbox"/> Green Leaf Spot</p> <p><input type="checkbox"/> Follow Up Needed:</p>
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Uncontrollable Weeds:

<input type="checkbox"/> Crab Grass	<input type="checkbox"/> Bermuda (Wild)	<input type="checkbox"/> Torpedo Grass
<input type="checkbox"/> Alexander Grass	<input type="checkbox"/> Sedge	<input type="checkbox"/> Goosegrass

What We Did Today:

<p>Fertilization:</p> <p><input checked="" type="checkbox"/> <u>21-0-0 slow release</u></p> <p><input type="checkbox"/> _____</p>	<p>Weed Control:</p> <p><input checked="" type="checkbox"/> <u>Ave. South</u></p> <p><input checked="" type="checkbox"/> <u>Control, Mansion</u></p>
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<p>Insect:</p> <p><input checked="" type="checkbox"/> <u>Cross check</u></p> <p><input type="checkbox"/> _____</p>	<p>Disease Control:</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p>
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<p>Additional Services Recommended:</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p>	<p>Notes: <u>Put out a 21-0-0 slow release granular fertilizer. we also spot treated weeds. We sprayed to open field w/ Insecticide to treat the ants.</u></p>
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**Juan J**

Date: Mar 08, 2023 9:13 am  
 Inspector: Irrigation Tech 2

Site	
Name	Arlington Ridge HOA
Address	4463 Arlington Ridge Boulevard
City	Leesburg
ST	Florida
Zip	34748

Controller	
Name	Hunter Pro C Back gate
Location	
Model	
Modules	4
Controller ID	76845

Water Days as of Mar 08, 2023	
Program A	Tue , Thur , Sat
Program B	
Program C	
Program D	

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope	Estimated Cost
1	Sparys	Pass	6									
2	Sparys and Rotors	Pass	1									
3	Sprays	Pass	1									
4	Sprays	Pass	1						1			
5	Rotors	Pass										
6		Pass										
7		Pass										
8		Pass										



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## Enrique Juan

Date: Mar 08, 2023 8:57 am  
 Inspector: Irrigation Tech 2

Site	
Name	Arlington Ridge HOA
Address	4463 Arlington Ridge Boulevard
City	Leesburg
ST	Florida
Zip	34748

Controller	
Name	Hunter X core sale center
Location	
Model	
Modules	3
Controller ID	76846

Water Days as of Mar 08, 2023	
Program A	Tue , Thur , Sat
Program B	
Program C	
Program D	

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope	Estimated Cost
1	Sparys	Pass										
2	Sparys	Pass										
3	Rotters	Pass			1							
4	Rotters	Pass										
5		Pass										
6		Pass										





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### Juan J

Date: Mar 08, 2023 8:18 am  
 Inspector: Irrigation Tech 2

Site	
Name	Arlington Ridge HOA
Address	4463 Arlington Ridge Boulevard
City	Leesburg
ST	Florida
Zip	34748

Controller	
Name	Rain bird esp Park area
Location	
Model	
Modules	4
Controller ID	76847

Water Days as of Mar 08, 2023	
Program A	Mon , Thur , Sat
Program B	
Program C	
Program D	

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope	Estimated Cost
1	Sparys	Pass										
2	Rotter sprays /sprays	Pass			1							
3	Rotters	Pass			1							
4	Rotters	Pass										
5	Rotters	Pass										
6	Rotters	Pass										
7	Sprays	Pass										
8		Pass										



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# Enrique and Esteban

Date: Mar 08, 2023 5:04 pm  
 Inspector: Irrigation Tech 2

Site	
Name	Arlington Ridge CDD
Address	Arlington Ridge Boulevard
City	Leesburg
ST	Florida
Zip	34748

Controller	
Name	Clock D
Location	
Model	
Modules	24
Controller ID	62313

Water Days as of Mar 08, 2023	
Program A	
Program B	
Program C	
Program D	

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope	Estimated Cost
1		Pass										
2		Pass										
3	Sprays and Rotors	Pass										
4		Pass										
5	Sprays and rotors back pool area	Pass										
6		Pass										
7	Rotors	Pass										
8		Pass										
9		Pass										
10		Pass										
11	Sprays frente al tennis	Pass										
12		Pass										
13		Pass										

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope	Estimated Cost
14		Pass										
15	Sprays	Pass										
16		Pass										
17		Pass										
18		Pass										
19		Pass										
20	Sprays	Pass										
21	Sprays	Pass										
22	Sprays	Pass	3									
23	Parking lot / sprays	Pass										
24	Middle idle/ Sparys and rotters	Pass	1		1							
25		Pass										
26	Rotters	Pass			1							
27		Pass										
28		Pass										
29	Bubbles one flex broken	Pass	1									
30		Pass										
31		Pass										
32	Rotters and sprays	Pass										
33		Pass										
34		Pass										
35		Pass										
36		Pass										
37		Pass										
38		Pass										
39		Pass										
40		Pass										

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope	Estimated Cost
41	Sprays 1 flex	Pass										
42	Sprays	Pass										
43	Rotters	Pass										
44	Sprays pool area	Pass										
45	Rotters	Pass										
46	Rotters bobles	Pass										
47	Sprays one broken line	Pass										
48		Pass										



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# Enrique and Esteban

Date: Mar 08, 2023 5:03 pm  
 Inspector: Irrigation Tech 2

Site	
Name	Arlington Ridge CDD
Address	Arlington Ridge Boulevard
City	Leesburg
ST	Florida
Zip	34748

Controller	
Name	Clock C cross from Ranoake
Location	
Model	
Modules	17
Controller ID	62312

Water Days as of Mar 08, 2023	
Program A	
Program B	
Program C	
Program D	

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope	Estimated Cost
1		Pass										
2		Pass										
3		Pass										
4		Pass										
5		Pass										
6		Pass										
7		Pass										
8		Pass										
9		Pass										
10		Pass										
11		Pass										
12		Pass										
13		Pass										

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope	Estimated Cost
14		Pass										
15		Pass										
16		Pass										
17		Pass										
18		Pass										
19		Pass										
20		Pass										
21		Pass										
22		Pass										
23	Lado izquierdo del clock Rotors	Pass										
24	Rotors frente al clock	Pass										
25	Isla en medio sprays	Pass										
26	Crusando la Calle frente al clock	Pass	1									
27	Roanoke lado izquierdo sprays	Pass										
28	Dos puntas lado derecho del boulevard	Pass										
29	Frente al clock Rotors	Pass			1							
30	Sprays and Rotors zone 30 lado park	Pass			1							
31	Isla en medio sprays	Pass										
32		Pass										
33		Pass										
34		Pass										
35		Pass										



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# Enrique and Esteban

Date: Mar 08, 2023 5:02 pm  
 Inspector: Irrigation Tech 2

Site	
Name	Arlington Ridge CDD
Address	Arlington Ridge Boulevard
City	Leesburg
ST	Florida
Zip	34748

Controller	
Name	Clock b
Location	
Model	
Modules	17
Controller ID	76849

Water Days as of Mar 08, 2023	
Program A	
Program B	
Program C	
Program D	

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope	Estimated Cost
1		Pass										
2		Pass										
3		Pass										
4		Pass										
5		Pass										
6		Pass										
7		Pass										
8		Pass										
9		Pass										
10		Pass										
11		Pass										
12		Pass										
13		Pass										

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope	Estimated Cost
14		Pass										
15		Pass										
16		Pass										
17		Pass										
18		Pass										
19		Pass										
20		Pass										
21		Pass										
22		Pass										
23		Pass										
24		Pass										
25		Pass										
26		Pass										
27		Pass										
28		Pass										
29	Rotors broken flex	Pass										
30	Rotors	Pass										
31	Rotors	Pass			1							
32	Rotors temporary battery timer	Pass										
33	Temporary battery timer	Pass										
34		Pass										
35		Pass										





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# Enrique and Esteban

Date: Mar 08, 2023 4:59 pm  
 Inspector: Irrigation Tech 2

Site	
Name	Arlington Ridge CDD
Address	Arlington Ridge Boulevard
City	Leesburg
ST	Florida
Zip	34748

Controller	
Name	Clock A
Location	
Model	
Modules	12
Controller ID	76848

Water Days as of Mar 08, 2023	
Program A	
Program B	
Program C	
Program D	

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope	Estimated Cost
1		Pass										
2		Pass										
3		Pass										
4		Pass										
5		Pass										
6		Pass										
7		Pass										
8		Pass										
9		Pass										
10		Pass										
11		Pass										
12		Pass										
13		Pass										

	Location	Valve Status	Clogged Nozzle	Blocked Head	Broken Head	Raise Head	Lower Head	Broken Drip Micro Spray	Broken Lateral	Broken Main	Scope	Estimated Cost
14		Pass										
15		Pass										
16	Rotors	Pass										
17	Sprays and Rotors lado izquierdo y sprays	Pass	1									
18	Rotors lado izquierdo	Pass			1							
19	Rotors	Pass										
20	Rotors one Mxj	Pass										
21	Rotors temporary battery timer	Pass										
22	Rotors by 27	Pass			1							
23	Rotors by 27	Pass										
24	Rotors	Pass										
25		Pass										

# **Subsection 4D(iii)**

## **Proposal #5715**



**Proposal**

**Date:** 3/20/2023

**WO #**5715

**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

**Perennial Replacement**

Perennial Replacement: Will last 8-12 months or longer if desired

-(1800) perennials in total

-removing old flowers and putting in Angelonia Purple, Pentas Pink, and Pentas Red Velvet

**Annuals**

**Annuals Installation**

**Unit Price**

**Annuals Installation :** \$4,181.94

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**PROJECT TOTAL:** \$4,181.94

**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: ----- (\$4,181.94), 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. Floralawn offers a one year warranty on live plant material outside of acts of God and damage caused from wildlife. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

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

**Chris Semko**

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

3/20/2023

**Floralawn**

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

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

**Arlington Ridge CDD**

# **Subsection 4F**

## **General Manager**

# **Subsection 4F(i)**

## **Monthly Report**



## **March 2023 General Manager Report**

March was a strong month for Revenue for both food & beverage and golf. Total F&B sales were \$114,090 which makes total revenue \$601,894 year to date and a year-to-date approximate loss of (\$51,845). Golf rounds for March were 5,684 giving us a year-to-date round count of 28,226. Total Golf revenue for March was \$197,590 which makes total year to date revenue \$969,961. Financial have not been finalized as of writing this report, with current expenses the Restaurant is projected to be in line with budget and Golf will be ahead.

March events included two Blue's Brothers Tribute event with a total of 375 tickets sold. The restaurant also hosted two dinner events for outside groups. A rehearsal dinner with 32 guests and a surprise birthday party with 45. The total food revenue for the two groups was \$1,840. Additional food revenue of \$2,450 came from three golf events, Leland Games, Eagles Tournament and Spring Night Golf.

### **Agronomy Update**

The golf course is starting to show growth throughout the fairways and roughs. The erosion mats that are being tested out are showing positive results. James is now accessing where sodding or sprigging will be needed.

### **Golf Course Maintenance Schedule**

- Spin and rake bunkers daily.
- Set-up daily, changing cups and moving tee-markers, empty trash.
- Greens foliar program-Spray greens every week with liquid fertilizer, with fungicide apps every other week.
- Driving Range- mow range tee box on Monday and Thursday, along with target greens.
- Greens- mow greens everyday and cleanup every other day.
- Tee Boxes- mow tee boxes on Monday, Wednesday & Friday

### **March Completed Projects**

- Spiked eroding areas with large pull behind spiker such as greenside complexes and rough areas. We've added a pull behind roller attachment to our front-end loader to smooth out spiked and top-dressed greenside areas, such as 10 green. With traffic/play permitting. This is a high occupancy area.
- We will begin applying a foliar nitrogen source to the fairways, 28-0-0 to increase growth. Weather permitting



**Golf Ops**

- We had two resident/member events in March. The first was the Spring Night Golf which had 76 players and the other was the club's annual Member-Member Event. We had 112 player that enjoyed the festivities and played a lot of golf. The tournament started with a carnival theme including a dunk tank, cornhole, photobooth just as well as other entertainment. There also was an Awards Dinner at the end of the week that included photos from throughout the week and recognizing the flight and overall winners.
- Advertising in The Villages newspaper has worked well in March. The golf shop received 168 coupons that brought in \$7,327 in greens fee revenue. The ad will continue to run throughout the April.
- Area travel groups continued to come thru weekly averaging 24 players per group. The groups bring in great revenue for both golf operations and food & beverage.
- John and his crew are looking forward to hosting our upcoming club tournaments. Men's and Women's Club Championships are scheduled in April and the always fun Beat the Pro tournament on May 6<sup>th</sup>.

**Food & Beverage**

The Town Hall meeting that was held on March 8<sup>th</sup> both informative and productive. We appreciate all that attended and shared their comments. The information that was gathered will be useful in the adjusting of the restaurant summer menus, the types of events that will be planned in the future and the change of hours of operation at Chatham's just to name a few. Better communication was the main comment made at the Town Hall Meeting. We have started enhancing the information posted to our website as well as starting to promote our app. The app has weekly specials, restaurant menus and events schedule as well as other club information.

The restaurant hosted luncheons for the Lake County Women's Advocate, Christian Women's Group and the Women of Hospice group that totaled over \$2,698 in revenue.

A list of our summer events is being worked on and should be out soon. The F&B team is working on hosting events such as a pool party, whisky tasting, and a 4<sup>th</sup> of July party just to name a few.

**Upcoming restaurant events.**

5.05	-Celebrate Cinco de Mayo
5.06	-Kentucky Derby Party
5.14	-Mother's Day Brunch

We appreciate the support from residents and encourage everyone to participate in the upcoming events.

# **Section 5**

## **Business Items**

# **Subsection 5C**

## **Security Options and Proposals**

# **Subsection 5C(i)**

## **Securiteam**





## Securiteam ONE Plus Virtual Security Guard Entry System

### Arlington Ridge

4463 Arlington Ridge Blvd,  
Leesburg,, FL 34748  
+18135769748

**Prepared by:**

Frank Prete  
Vice President  
Frank@mysecuriteam.com  
813-978-1630



## Why Securiteam

At Securiteam, we challenge conventional thinking in everything we do. We believe that thinking differently inspires innovation and creativity, enabling us to design and create innovative customized security and technology solutions that are durable, reliable, and user friendly.

We pride ourselves on our responsiveness, attention to detail, and customer service. We listen to your needs, collaborate ideas, and work to develop unique value-added solutions that meet today's most demanding requirements.

## About Us

We are a Premier Security Solutions & Technology Integration Company Founded in 2005

Nationally recognized as a 2022 Top-100 Systems Integrator by SDM Magazine

Created our Proprietary Virtual Security Guard Service in 2012

We Customize State-of-the-Art Solutions that meet YOUR Specific Needs

Licensed, Bonded, Insured, and State Certified Security & Alarm Contractor

Customer-Centric Business Culture Providing YOU with Exceptional Customer Service

Industry Leading A+ Better Business Bureau Rating and a 4.9 Google Rating

Panasonic Diamond Level Security Solutions Provider

## What We Do

- Access Cards & Fobs
- Access Control Systems
- AV Systems
- Electronic Meeting Room Scheduler
- Digital Signage
- Guest Wi-Fi
- Low Voltage Cabling
- Music & Sound Distribution
- Monitored Surveillance Systems
- Security Systems
- Surveillance Systems
- Virtual Security Guard Service



## Summary of Qualifications

### Securiteam, Inc.

- Securiteam's main office and monitoring center is in Tampa, FL
- Licensed, Bonded, Insured and State Certified Security and Fire Alarm Contractors
- \$2 Million Liability Insurance policy
- A+ rating by the BBB
- 24/7/365 live tech support
- Listed in the top 100 Security Integrator's in the country

## Key Personnel

### Rob Cirillo – Founder & CEO

- 25+ Years of electronic security industry experience including regional management positions.
- Licensed to design and install Security and Fire Alarm Systems in FL, MA, & ME
- Automatic Fire Alarm Association Trained and Certified

### Frank Prete – Vice President

- 25+ Years technical industry experience
- Certified for Burglar Alarm and Fire Alarm Installations

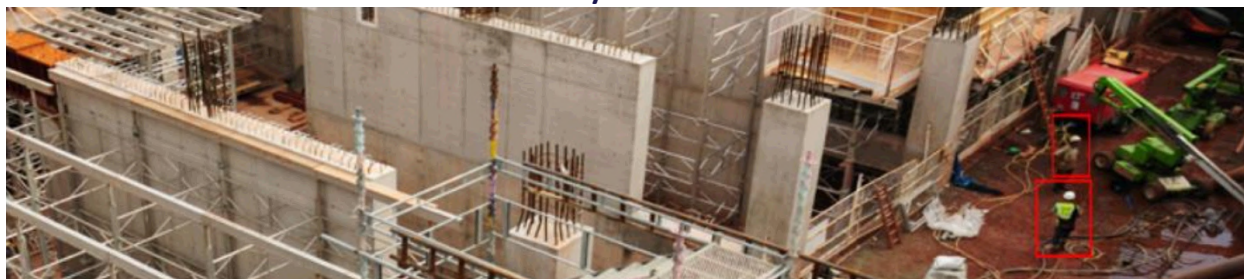
### Technical Team

- 25+ Years technical industry experience

### Office Personnel

- Nisha Sevilla – Office Manager – 5+ years of experience

## Advanced Analytics & Surveillance



Through industry leading partnerships and innovative design, Securiteam provides true preventative protection using advanced AI Technology. Video technology is constantly evolving. If you're looking for the highest resolution, intelligent analytics, professional design, or knowledgeable staff, Securiteam can provide the best solution to meet your needs. We partner with companies to provide class leading, innovative solutions through smarter object detection (Vehicle or person), advanced, pattern-based video searches, and self-learning analytics. The technologies used include better scenario-based alerts like intrusion, loitering, and unusual activity detection. Securiteam leads the way by providing the best technologies through strategic partnerships.

## Better-Than-Guard Level Security a Fraction of the cost

When Human presence is detected in an authorized area, the signal is sent to our state-of-the-art remote video monitoring center. Once the activity is verified by the remote officer, your custom predefined action plan is implemented which may include a live voice to the premises. The best part is that our cameras do not sleep, take breaks call out sick or ever get distracted.



## Limit False Alarms and Save Storage



Using scene adaptive intelligence and varied analytical profiles, Advanced analytics reduce remote and local guard costs by eliminating most nuisance alarms that occur with conventional video motion detection. Simply put, our partners technologies can identify the difference between a person, a bird and windblown leaves where simple video motion cannot.



## Arlington Ridge Securiteam ONE Plus Virtual Security Guard Entry System

### Virtual Security Guard Entry System

1	Virtual Security Guard Kiosk Video and Intercom
1	Securiteam Intercom
1	2N Box for Installation
1	2N Verso Frame
2	P1455-LE P14 Series 2MP License Plate Camera
1	Araknis Networks Single-WAN Gigabit VPN Router with OVRC Pro
1	Araknis Networks 210 Series Websmart Gigabit Switch with Partial PoE and Front Ports
2	4-8 Aluminum Mounting Post - Custom Powder Coat includes footer
1	Proptia Scanner Securiteam Kit (IP/UDP)
1	Securitem LPR Server for VSG Service
1	Web Relay
1	6U Navepoint Wall Mount 19x16, Black
2	1U A V Rack Shelf
1	SMART Series 8-Channel 8PoE 2TB NVR Bundle with Turing Bridge
3	SMART 4MP TwilightVision IR Turret IP Camera 2.8mm
1	Concrete Pad for Gate Operators Call Box
1	23 AWG 4 Pair Non-Shielded Non-Plenum Category 6 Black Jacket Direct Burial
0.25	18 AWG 4 Conductor Bare Copper, Non-Shielded Non-Plenum Suitable for Wet Locations
1	Protege GX Pre-Wired Kit - 4 Doors
1	Undergrund Boring with Conduit
1	24- hour Remote Security Guard Service monthly

*\* Recurring service charges not included in the total install price.*





## Project Summary

**Virtual Security Guard Service: Total Homes 1046**

**Standard 60-month service agreement**

**24-hour service \$14,293.75 / 12-hour service \$10,109.75 (monthly)**

**\$0 Virtual Security Guard Equipment / Installation**

**Securiteam ONE Plus Plan Includes**

**\*System equipment and nstallation**

**\*Defective parts replaced**

**\*Remote diagnostics & troubleshooting**

**\*Repairs due result of normal wear & tear**

**\*Securiteam will troubleshoot and repair any issues, which may include sending a technician onsite.**

**\*Securiteam will perform a full system check whenever a technician is onsite.**

**\*Average repair time 24 to 48 hours**

**\*If issues cannot be resolved remotely, emergency service requests will be responded to within 24 hours**

*\* Recurring service charges not included in the total install price.*



## Product Details



### **Virtual Security Guard Kiosk Video and Intercom**

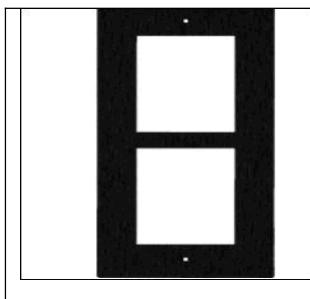
Custom Powder Coat Welded at all sides for a reinforced solid construction. Finish stainless steel or cold roll steel or black or white powder coat Provided with service plate in rear base for simple mounting. Designed at comfortably accessible heights for both pedestrian and special needs traffic. Customized design options



### **Securiteam Intercom**



### **2N Box for Installation**



### **2N Verso Frame**



	<p><b>P1455-LE P14 Series 2MP License Plate Camera</b>                  Lightfinder 2.0 and Forensic WDR                  OptimizedIR up to 40 m (131 ft)                  AXIS Object Analytics                  Enhanced security features                  Zipstream with support for H.264/H.265</p>
--	--

	<p><b>Araknis Networks Single-WAN Gigabit VPN Router with OvrC Pro</b>                  For high-traffic networks with up to 500 devices choose the Araknis Networks 310-series router. It features four Gigabit LAN interfaces with full Gigabit LAN-LAN speed as well as a Gigabit WAN interface. An embedded firewall helps keep your network secure while support of numerous VPN technologies allow remote access to your client's network. Plus every Araknis router is fully embedded with OvrC Pro giving you full network visibility and intuitive troubleshooting tools.</p>
--	--

	<p><b>Araknis Networks 210 Series Websmart Gigabit Switch with Partial PoE and Front Ports</b>                  For installs that require PoE on a budget opt for the Araknis Networks 210-series switch. With it you get a sizable power budget and full PoE capability on all ports up to 30W. You can also take advantage of Websmart which allows you to control PoE and IP settings via OvrC. When it comes to operation this switch has it all including plug and play capability multiple mounting options and a sleek 1U.</p>
--	---

	<p><b>4-8 Aluminum Mounting Post - Custom Powder Coat includes footer</b>                  4-5 Feet above ground. Cement footer. Powdercoat finish with custom color. 3 square. Ideal for readers or other low height devices</p>
--	---

	<p><b>Securitem LPR Server for VSG Service</b>                  NUC10i7FNH, 16GB, 256GB M.2 SATA - SUPPORT SERVICE, NUC 3-year</p>
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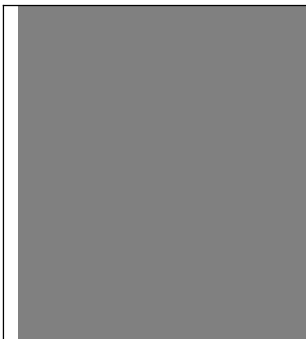
**Web Relay**



**6U Navepoint Wall Mount 19x16, Black**




**1U A V Rack Shelf**



**SMART Series 8-Channel 8PoE 2TB NVR Bundle with Turing Bridge**

Face/Human/Vehicle AI and more with Turing SMART Series Cameras, Bridge, and Cloud First-Year Free Turing Vision Cloud AI Feature Access  
 Support Ultra265/H.265/H.264 video formats  
 8-channel input; 8 POE Ports  
 Up to 8MP input and 4K output  
 2TB Included; 2 SATA Max, up to 10TB for each HDD  
 Best used with Turing SMART series IP Cameras  
 Turing cloud-ready with Smart NVR series and Turing bridge/servers  
 Support cloud upgrade



	<p><b>SMART 4MP TwilightVision IR Turret IP Camera 2.8mm</b>                  People and Vehicle Search with SMART series NVR and Turing Vision Cloud                  Max. 4MP(2688x1520) resolution @30/25fps                  2.8mm fixed lens                  TwilightVision allows for optimal image clarity in low light                  Smart IR up to 30m (98ft)                  Support 256 G microSD card                  IP67, WDR, PoE</p>
---	--

	<p><b>Concrete Pad for Gate Operators Call Box</b></p>
--	--

	<p><b>18 AWG 4 Conductor Bare Copper, Non-Shielded Non-Plenum Suitable for Wet Locations</b>                  18 AWG 4 Conductor Bare Copper, Non-Shielded Non-Plenum                  Suitable for Wet Locations</p>
--	---

	<p><b>Protege GX Pre-Wired Kit - 4 Doors</b>                  Easy To Operate                  Simple To Integrate                  Effortless To Extend</p>
---	--

	<p><b>Undergrund Boring with Conduit</b>                  Directional Boring is also referred to as Horizontal Directional Drilling eliminates the need for traditional excavation. We can bore under roadways railroad tracks driveways wetlands tree root systems rivers parking lots foundations or airport runways. Leaving these intact minimizes the restoration and replacement costs associated with traditional excavation. Surface structures such as landscaping or decorative paver driveways are not disturbed.</p>
--	--

	<p><b>24- hour Remote Security Guard Service monthly</b></p>
--	--





# **Subsection 5C(ii)**

## **TEKWave Solutions**



Proposal # 100351



## Proposal

Arlington Ridge - AllBox, LPR, and RFID



### **TEKWAVE Solutions**

4575 Webb Bridge Rd,

Suite 4345

Atlanta, GA 30023

678-951-0626 (Main Office Line)

678-951-0627 (Fax)

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*transmitted in any form, by any means (electronic, photocopying, recording, or otherwise) without prior written permission of TEKWave Solutions, LLC.*



# VISITOR MANAGEMENT: RESIDENTIAL



## RESIDENTIAL VISITOR MANAGEMENT SYSTEM

**TEKWAVE's Visitor Management System** is a highly effective visitor management system and visitor tracking solution that enhances safety and security. With **TEKWAVE's Visitor Management System**, security officers can scan driver's licenses, issue badges, passes and credentials, and efficiently process and track visitor flow from virtually any access point.



### Guest Passes

Print vehicle and visitor passes in advance or at entry

- Visitor QR Codes (ePass)
- Customizable Guest Passes
- High Speed Printing



### Enhance Security

Enhance security with real time visitor logs and updates

- Screen and validate visitors
- Quick look up of visitor details
- Real-time informaton exchange



### Save Time

Save time and increase staff efficiency

- Pre-register guests
- Drivers License Scanning
- Package Tracking



e-Mail us  
[sales@tekwavesolutions.com](mailto:sales@tekwavesolutions.com)



Call Us  
678-951-0626



4575 Webb Bridge Rd  
Suite 4345  
Alpharetta, GA 30023



## Services Configuration Agreement

Name	Price	QTY	Subtotal
<b>Hardware - One-Time</b>			
AIO Desktop PC TVH-AIO-101	\$1,200.00	1	\$1,200.00
Mobile Drivers License and Barcode Scanner TVH-DLS-101	\$1,500.00	1	\$1,500.00
Pass/ Badge Printer TPB-PBP-101	\$820.00	1	\$820.00
Non-adhesive Passes 4x6 hard stock pass (Q=8,000) TPB-PBP-102	\$850.00	1	\$850.00
Azure 2 Door Panel BLU-IC2	\$876.00	1	\$876.00
AllBox - Touchscreen Interface, Drivers License/QR Code Scanner, Telephone Entry, Pin Code, Remote Operator TAH-TES-101	\$7,000.00	1	\$7,000.00
AllBox Pedestal - Standard Vehicle Height TAH-PED-101	\$850.00	1	\$850.00
LPR System Camera TCH-LPR-101	\$2,000.00	2	\$4,000.00
LPR System Computer TCH-LPR-102	\$2,000.00	1	\$2,000.00
Network Video Recorder - 4 Channel - 2TB M-TCH-NVR-102	\$600.00	1	\$600.00
2 MP Dome Camera, VF Lens 2.8mm-12mm TCH-DOM-2-VF	\$300.00	2	\$600.00
Web Relay TAH-WER-101	\$418.00	1	\$418.00

Misc Miscellaneous Installation Material TMH-MIS-100	\$800.00	1	\$800.00
			<b>\$21,514.00</b>
<b>Implementation - One-Time</b>			
Professional Services Installation, Service, Configuration, and Training C-TIM-PRO-100	\$17,000.00	1	\$17,000.00
Shipping - Actual to be Invoiced TCH-SHI-101	\$0.00	1	\$0.00
			<b>\$17,000.00</b>

Subtotal      **\$38,514.00**

**One-Time Total      \$38,514.00**

Name	Price	QTY	Subtotal
<b>Software - Annual Recurring</b>			
Community Visitor Management Annual Software Community Visitor Management Annual software subscription TSR-RES-102	\$3,600.00	1	\$3,600.00
Community Access Control 1 Controller Annual Software Community Access Control Annual Software - 1 Controller TSR-RAC-103	\$1,200.00	1	\$1,200.00
AllBox Annual Software - Full Version AllBox Software Full Version- Driver's License/QR Code Scanner, Telephone Entry, Pin Code , Remote Operator function - Per AllBox (Does NOT include price for Remote Guards) TSR-ALL-102	\$2,400.00	1	\$2,400.00
License Plate Recognition Software TSR-LPR-100	\$2,940.00	2	\$5,880.00

	<b>\$13,080.00</b>
--	--------------------

Subtotal **\$13,080.00**

**Annual Total** **\$13,080.00**

## Account Information

### Main Contact Info

Authorized Contact:

Title:

Address:

Phone Number:

Email:

### Secondary Contact Info

Authorized Contact:

Title:

Address:

Phone Number:

Email:

Customer acknowledges having received, read and agreed to Attachment A (Software License Terms), Attachment B (Managed Services Agreement), Attachment C if applicable (Installation Services Agreement), and other applicable addendums. This agreement is not valid unless approved and signed by an authorized TEKWave Solutions, LLC. representative. A copy of this signed agreement is provided to Customer as confirmation of this agreement. Cancellation of this agreement, in whole or part, by customer, shall be a breach of contract for which customer is liable. Use of service, constitutes acceptance of the terms and conditions herein. Customer agrees to remit payment to TEKWave upon receipt of invoice. In the event that payment is not received by due date, TEKWave may charge a service charge of 5% of the amount invoiced (excluding any accrued interest) plus interest at the rate of 1.5% per month. Further, TEKWave may suspend or terminate its performance hereunder and the provision of services. Customer accepts that shipping & taxes may be added to the invoice depending on the state.

*Mark Glendon*

Company

TEKWave Solutions, LLC

Print Name

Mark Glendon

Title

Business Development Specialist

Agreement Date

01 / 26 / 2023



Proposal # 100356



## Proposal

### Arlington Ridge - Remote Guarding



**TEKWAVE Solutions**

4575 Webb Bridge Rd,

Suite 4345

Atlanta, GA 30023

678-951-0626 (Main Office Line)

678-951-0627 (Fax)

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*transmitted in any form, by any means (electronic, photocopying, recording, or otherwise) without prior written permission of TEKWave Solutions, LLC.*

## Services Configuration Agreement

Name	Price	QTY	Subtotal
<b>Implementation - One-Time</b>			
Remote Guard Call Script Setup Remote Guard Call Script Setup Fee - 1 Time TRG-CSS-100	\$2,500.00	1	\$2,500.00
			<b>\$2,500.00</b>

Subtotal **\$2,500.00**

**One-Time Total \$2,500.00**

### Remote Guard Pricing Matrix & Services Configuration Agreement

- Remote Guard Time = Talk Time + Call Closure time rounded to next minute.
- Monthly Billing will reflect the minutes used.

Name	Price	Qty	Subtotal
<b>Remote Guard Services - Monthly Recurring</b>			
<b>Remote Guards - 125</b> Price based on 1 - 125 Remote Guard Minutes	\$595	1	\$595
<b>Remote Guards - 250</b> Price based on 126 - 250 Minutes Remote Guard Time	\$925	1	\$925
<b>Remote Guards - 500</b> Price based on 251-500 Remote Guard Minutes	\$1550	1	\$1550
<b>Remote Guards - 1000</b> Price based on 501-1000 Remote Guard Minutes	\$2900	1	\$2990
<b>Remote Guards - 2000</b> Price Based on 1001 - 2000 Remote Guard Minutes. <b>All Minutes over 2000 will be prorated at \$2.70 per minute.</b>	\$5500	1	\$5500

## Account Information

### Main Contact Info

Authorized Contact:

Title:

Address:

Phone Number:

Email:

### Secondary Contact Info

Authorized Contact:

Title:

Address:

Phone Number:

Email:

Customer acknowledges having received, read and agreed to Attachment A (Software License Terms), Attachment B (Managed Services Agreement), Attachment C if applicable (Installation Services Agreement), and other applicable addendums. This agreement is not valid unless approved and signed by an authorized TEKWave Solutions, LLC. representative. A copy of this signed agreement is provided to Customer as confirmation of this agreement. Cancellation of this agreement, in whole or part, by customer, shall be a breach of contract for which customer is liable. Use of service, constitutes acceptance of the terms and conditions herein. Customer agrees to remit payment to TEKWave upon receipt of invoice. In the event that payment is not received by due date, TEKWave may charge a service charge of 5% of the amount invoiced (excluding any accrued interest) plus interest at the rate of 1.5% per month. Further, TEKWave may suspend or terminate its performance hereunder and the provision of services. Customer accepts that shipping & taxes may be added to the invoice depending on the state.

*Mark Glendon*

Company

TEKWave Solutions, LLC

Print Name

Mark Glendon

Title

Business Development Specialist

Agreement Date

01 / 26 / 2023

# **Subsection 5D**

# **Thermostat Proposals**





835 South Hwy 441 Phone: 352-459-0003  
 Lady Lake, FL 32159 Fax: 386-462-5168  
 CAC1817466

**Proposal and Acceptance**

# Mid-Fla Heating & Air

<b>PROPOSAL BY:</b>	<b>PROPOSAL FOR:</b>
Steve Breitrick 352-275-8949 <a href="mailto:steve@mid-fla.com">steve@mid-fla.com</a>	Arlington Ridge Golf Club Bryan Cooper 4463 Arlington Ridge Blvd Leesburg, FL 34748 813-340-7192

<u>DESCRIPTION</u>
<b>Provide/Install</b>
<b>Option 1: Install, start up and test Four Honeywell 8000 Visionpro WiFi Programable Thermostats</b> <b>Option 2: Install, start up and test Four Ecobee WiFi Programable Thermostats</b>
<b><u>Payment Terms</u></b>
<b>Total Investment: \$2,768.00</b> Due Upon Completion
<b>Submitted by: Steve Breitrick</b>
<b>Accepted by:</b>
Name Print _____ Title _____ Authorization _____ Date _____



Any Attention or deviation from the specifications that involve extra costs, will only be executed upon written change order and approval from owner or owner representative. All work is contingent upon acts of God, accidents, or delays beyond the control of Mid-Fla Heating & Air. Mid-Fla Heating & Air is fully Licensed and Insured to do all work listed on this proposal. Proposal valid for 30 days.





800 - 291 - 0949

1024 W PINE ST.  
ORLANDO, FL 32805  
www.CallOurPlace.com  
LIC#CAC1819097

Before you Replace... Call Our Place!

INVOICE # \_\_\_\_\_ DATE: 3/28/23 NAME: Arlington Ridge Golf CDD  
ADDRESS: 4463 Arlington Ridge Blvd CITY & ZIP: Orlando FL 34748 EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_  
TECH: Anthony

OUR SYSTEM PERFORMANCE CHECKLIST

THERMOSTAT	Y/N	ELECTRICAL INSPECTION	Y/N		
ROOM TEMPERATURES	Y/N	REFRIGERANT INSULATION	Y/N		
AIR FILTERS INSPECTION	Y/N	CONDENSATE DRAINLINE	Y/N		
ALLERGIES	Y/N	BLOWER MOTOR AMPERAGE	Y/N	FLA	AMPS
SPLIT TEMPERATURES	Y/N	EVAPORATOR COIL INSPECTION	Y/N		
CLEAN CONDENSER UNIT	Y/N	DRAIN PAN INSPECTION	Y/N		
CONDENSER CAPACITOR(S)	Y/N	SAFETY FLOAT SWITCH	Y/N		
CONTACTOR	Y/N	HEATING MODE INSPECTION	Y/N		
OUTDOOR CIRCUIT BOARD(S)	Y/N	INDOOR CIRCUIT BOARD(S)	Y/N		
FAN MOTOR AMPERAGE	Y/N	STATIC AIR PRESSURE	Y/N	REC	READ
REFRIGERANT PRESSURES	Y/N	AIR DUCTS INSPECTION	Y/N		
SUB-COOLING/ SUPER HEATING	Y/N	INSULATION	Y/N	REC IN.	EXG IN.
COMPRESSOR AMPERAGE	Y/N	WATER HEATER	Y/N		
		DRYER VENT			

MODEL # \_\_\_\_\_ SERIAL # \_\_\_\_\_  
MODEL # \_\_\_\_\_ SERIAL # \_\_\_\_\_

OUR SUMMARY

INVESTMENT

Thermostat install estimate for 4 Tickets Nest or Ecobee Estimate  
to service a fan fan hall  
Total estimate: \$2260

Return visit: Y/N Date: \_\_\_\_\_

Thank You

I hereby authorize the above work to be performed as so ordered and outlined above. It is agreed, that the seller will retain title to any equipment and/or material until final, complete payment is made. If the settlement is not made as agreed, the seller has the right to remove equipment and/or material and be held harmless for any damages resulting from the removal of equipment.

TOTAL DUE: 0

PAYMENT

PAYMENT: CASH \_\_\_\_\_ CHECK# \_\_\_\_\_  
CREDITCARD VISA \_\_\_\_\_ MASTERCARD \_\_\_\_\_ AMEX \_\_\_\_\_ DISCOVER \_\_\_\_\_  
NAME ON CARD \_\_\_\_\_ BILLING ZIP \_\_\_\_\_  
CARD# \_\_\_\_\_ AUTH. CODE (CVV): \_\_\_\_\_ EXP DATE: \_\_\_\_\_  
PAYMENT PLAN COMPANY: \_\_\_\_\_

Parts & Labor Warranty: All parts, as recorded, are warranted as per manufacturer specifications. If repairs later become necessary due to other defective parts, they will be charged separately.  
Buyer's Right to Cancel: If you cancel this agreement, the seller may not keep all or part of any cash down payment. Any products or services received for free as a courtesy upon agreement of a system sale, for instance a portable AC unit, will be deemed as a billable item upon cancellation.  
Payment Terms: Customer agrees to pay the contract price in full at the time of completion. Completion is defined as the time when parts and or equipment has been installed and is operational. The contractor shall not be held liable or be delayed payment in the case of any unforeseen events; including but not limited to code compliance, defects, E-COMPLIANCE, etc.  
I acknowledge form of payment and terms. Initials: \_\_\_\_\_

TECHNICIAN SIGNATURE: [Signature] 21843

AUTHORIZED BY: [Signature]

# **Subsection 5E**

## **Proposal for Gravel at RV Lot**



Wed 10-103



4200 S. Highway 19-A  
Mount Dora, FL 32757  
(352) 357-9964

Nº 25866  
27310 US Highway 27  
Leesburg, FL 34748  
(352) 530-2670

yardstopgardencenter@yahoo.com  
www.yardstopgardencenter.com

CUSTOMER'S ORDER NO.		PHONE <sup>txt</sup> 813 340 7192	DATE 3/24
NAME BRYAN COOPER			
ADDRESS 44103 ARUNTINGTON RIDGE			
ARUNTINGTON			
SOLD BY JOHN			
QTY.	DESCRIPTION	PRICE	AMOUNT
ROCK			
10	yds LIMESTONE SPREAD LIMEROCK	90	900.00
call 352-530-2670 for payment			
		TAX	63
RECEIVED BY		TOTAL	963.00

We cannot provide a time for delivery/installation. However, we do guarantee the day. The above prices, specifications, and conditions are satisfactory and are hereby accepted. I understand that all sales are final and by signing above, I have accepted these goods as viable. The Yard Stop Garden Center is authorized to do the work as specified above. It is understood that The Yard Stop Garden Center is not responsible for any unforeseen damages that can occur during installation (for example: cut wires, grass flattened by machines, etc.) Plants and workmanship are not guaranteed for damage resulting from neglect, actions of others, acts of nature, and circumstances beyond the contractor's control. I understand that any additional work that is requested on site will be billed in addition to the original agreed amount. Payment will be made promptly as outlined above. If payment has not been made within 7 business days, a late fee of 1.5% will be applied each day that the payment is not met.

Bill's Prestige Printing  
352-589-5833

All claims and returned goods  
MUST be accompanied by this bill.

Thank You

# **Subsection 5F**

## **Striping Proposals**



**Inframark, LLC**  
 313 Campus Street, Celebration, FL 34747  
 Phone: 407-566-1935

**Date 01/11/2023**

**Work Order # WOAR01112023**  
**Customer ID Arlington Ridge CDD**

**Quotation For**  
 Arlington Ridge CDD

**Quotation valid until: 03/30/2023**  
**Prepared by Freddy Blanco**

**Work order for parking lots striping service**

Quantity	Description	Unit Price	Taxable?	Amount
	<b>Tennis court parking lot:</b> 14 Parking stall lines, 1 Handicap stall		No	\$ 150.00
	<b>Pool Parking lot:</b> 22 Parking stall lines, 1 handicap, 2 arrows		No	\$ 450.00
	<b>Parking lot across from pool:</b> 20 Parking stall lines, 4 arrows, 2 stop bars		No	\$ 700.00
	<b>Golf cart parking lot:</b> 120 parking stall lines, 95 golf cart parking stall lines, 6 cross walks, 17 arrows, 6 stop bars, 200 LF white lines, 100 LF yellow lines.		No	\$ 4,750.00
	Quote includes labor and materials.			

**Full payment due within 30 days of finalizing project.**

Subtotal \$ 6,050.00

If you have any questions concerning this quotation, please contact Freddy Blanco  
[Freddy.Blanco@inframark.com](mailto:Freddy.Blanco@inframark.com) 407-947-2489

Tax Rate 0.00%

Thank you for your business!

<b>TOTAL</b>	<b>6,050.00</b>
--------------	-----------------



PO Box 470452  
Celebration, FL 34747

Toll Free: 1-855-USA-SEAL  
Phone: 407-780-8220

## \*\*\* STRIPING PROPOSAL \*\*\*

November 21, 2022

Job Location:

Arlington Ridge CDD  
4463 Arlington Ridge Blvd  
Leesburg, FL 34748

ALL ROADWAYS:

Arrows-1 (thermoplastic), Stop bars-40 (thermoplastic), Crosswalks 20-(thermoplastic)  
Golf cart logos-50, White lines- 10,800 LF, Yellow lines 2500 LF. (latex Commercial  
traffic paint) Total cost 24,675.00

Tennis court parking lot;

14 Parking stall lines, 1 Handicap stall. (latex Commercial traffic paint) Cost \$250.00

Pool Parking lot; 22 Parking stall lines, 1 handicap, 2 arrows. (latex Commercial traffic  
paint) cost \$600.00

Parking lot across from pool; 20 Parking stall lines, 4 arrows, 2 stop bars. (latex  
Commercial traffic paint) Total cost 900.00

Golf cart parking lot; 120 parking stall lines, 95 golf cart parking stall lines, 6 cross  
walks, 17 arrows, 6 stop bars, 200 LF white lines, 100 LF yellow lines.  
(latex Commercial traffic paint) cost \$5,150.00

**TOTAL PROJECT PRICE: \$31,575.00**



# **Subsection 5G**

## **Brick Program Memorial Policy**

From: Claire Murphy <[cmurphy@arlingtonridgecdd.org](mailto:cmurphy@arlingtonridgecdd.org)>  
 Sent: Sunday, March 12, 2023 12:56 PM  
 To: Montagna, Angel <[Angel.Montagna@inframark.com](mailto:Angel.Montagna@inframark.com)>  
 Cc: [nettiegoeler@icloud.com](mailto:nettiegoeler@icloud.com)  
 Subject: Brick Program for the Celebration/Reflection Garden

Angel,

The Garden Club would like to get started on promoting the brick program to residents in order to begin raising money for the proposed Celebration Garden.

At our January Board meeting the Garden Club presented information from Polar Engraving for a brick program that could be used to raise the necessary funds for the garden. At February's meeting a draft proposal for a Memorial Donation Policy was presented and discussed. A few recommendations were suggested for addition to the policy but a final decision was not made to allow the Garden Club to begin their fund raising campaign.

I would like this item added to this month's agenda so we can finalize and adopt the policy. The following suggestions were submitted by Nettie Goeller on behalf of the Garden Club for consideration in finalizing the policy:

*2/6/23. We researched using a company called Polar Engraving. They have an A+ rating on BBB. There is a lifetime warranty on the bricks and shipping is free. We started this so long ago, I can't remember if we researched any other companies.*

- 1. Polar Engraving only allows 1 font per organization. We picked **Baskerville***
- 2. The bricks come made in several materials and colors. We recommend **CONCRETE** bricks in color #10 (red) or **CLAY** bricks in the color #12 (Belden). We have not yet researched which will hold up better. Maybe Bob Hoover can do that.*
- 3. Brick size –*
  - 4x8: \$19.50 cost. Sell for \$50, up to 3 lines of text, 20 characters/line, We decided: No clip art or logos*
  - 8x8: \$27.50 cost. Sell for \$75, up to 6 lines of text, 20 characters/line. We decided: No clip art or logos*
  - The concrete bricks come in a 12x12 size also but we did not talk about that size. Cost: \$48.50*
- 4. Polar Engraving can set up a customized website to order from. I think the orders come to us (either the garden club or Inframark) and we print them off and collect all money. When we have a minimum of 5 orders we can contact Polar Engraving to order. (We felt this may be too confusing so we suggest doing a paper order form. Maybe we can set up a website just for information??)*
- 5. I think Polar Engraving also provides us with a paper flyer and order form.*
- 6. Sell to individuals and any groups interested in purchasing. What about groups outside of AR? Our decision - we won't solicit but we won't turn anyone away.*

Would you please consider adding this to our March agenda. If it is too late, please consider adding it to our April agenda.

Thanks, Claire

## ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT

### Memorial Donation Policy

Adopted: \_\_\_\_\_, 2023

#### **Purpose**

The Arlington Ridge Community Development District (“District”) can play an important role in commemorating current and past residents of the Arlington Ridge community and other individuals who have left a lasting impact on the community and its residents, through establishing a process by which such persons may be memorialized. Such memorials augment District property and facilities. The purpose of this Memorial Donation Policy (“Policy”) is to establish guidelines for a sustainable and consistent method of establishing memorials in the District. This Policy was developed based on the needs and resource capabilities of the District and the desire of residents to recognize loved ones through monetary contributions providing for specific memorials.

#### **Types of Memorials**

- **Benches:** Only pre-designated areas will be available for benches with memorial designation. Memorial designation will be accomplished by placement of a memorial plaque to be ordered by the District. Applicants recognize that there are a limited number of benches available for memorialization within the Arlington Ridge community, as the District has purchased the benches available for memorialization by placement of a memorial plaque.
- **Bricks:** Only pre-designated areas will be available for memorial brick placement. Memorial designation will be accomplished by inscription on a pre-approved brick to be ordered by the District.
- **Other:** The District may add additional and different types of memorials at any time in its sole discretion. The District will inventory, date, and maintain a listing of all existing memorials that have been installed under this Policy.

#### **Costs of Memorials (“Donation”)**

- **Benches:** The required minimum donation required to participate in the memorial bench program described by this Policy shall be \$\_\_\_\_\_ per memorial plaque, for the duration of the useful life of the memorial plaque.
- **Bricks:** The required minimum donation required to participate in the memorial brick program described by this Policy shall be \$50 per brick sized 4x8 or \$75 per brick sized 8x8.
- **Other:** The District may, in its discretion, establish minimum donations for different types of memorials.

#### **How Donations Are Recognized**

For each memorial, the District will allow a brief inscription. Inscriptions are recommended to say; “In Memory of (name),” “In Honor of (name),” or “Dedicated to (name).” Inscriptions are subject to approval by the District. Final decision on the placement of memorials will be made by the District.

#### **Approval Criteria**

Memorials may only honor current or past residents of the Arlington Ridge community or other individuals who have left a lasting impact on the community and its residents, and may commemorate nationally recognized historic events. Inscription language cannot be offensive and must be politically, socially, and religiously neutral. Memorials cannot have a commercial appearance or corporate label. No advertising is allowed. Only one memorial per person. Memorials will be considered in the order in which they are received.

#### **Memorial Application and Installation Process**

1. Applicants may apply for a memorial by completing a Memorial Donation Agreement (“Agreement”), which is available by contacting the community director by email at [CD@arlingtonridgecdd.org](mailto:CD@arlingtonridgecdd.org) or phone at (\_\_\_\_) \_\_\_\_-\_\_\_\_.

2. The Community Director shall forward all completed applications to the District Manager. The District Manager may approve or deny completed applications in his or her discretion; however, the District Manager shall include any denied applications on the agenda for the next feasible meeting of the District's Board of Supervisors ("Board") if an applicant requests to appeal the denial.
3. The Board shall consider the proposed Agreement and make a final decision regarding whether the application should be approved or denied. The Board will be the final source of appeal for any disputes regarding approval or denial of an application.
4. If approved, the applicant shall pay the Donation via a check made out to the "Arlington Ridge Community Development District" within thirty (30) days of approval by the Board.
5. Upon receipt of the Donation, the District Manager (or his/her designee) will order the memorial plaque.
6. The District cannot guarantee installation by a set date due to potential workload issues and unforeseen circumstances.
7. Notification of completion of the installation of the memorial will be sent to the applicant.

**Miscellaneous**

1. The District reserves the right to terminate any Agreement and/or deny any application.
2. The District reserves the right at any time and without making a donation to provide for a memorial to recognize an individual or organization that has made an unusual contribution, service, or gift to the Arlington Ridge community.
3. The District cannot guarantee the permanence of any memorial, and is not responsible for replacing memorials that are stolen or damaged before the useful life of the memorial is exhausted. Damaged memorials may be removed in the District's discretion.

**MEMORIAL DONATION AGREEMENT  
ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**

**Information:**

Donor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Memorial:  Bench (min. \$\_\_\_\_)  Brick (min \$\_\_\_\_)  Other \_\_\_\_\_

**Inscription:**

Line 1

- In Memory Of
- In Honor Of
- Dedicated To

Line 2

Name: \_\_\_\_\_

**Acknowledgements:**

Memorial donations are considered outright and unrestricted donations. The District does not guarantee permanence of any memorial installed as a result of an accepted donation, and is not responsible for replacing any memorial that is damaged or stolen. The donor declares he or she has read the Memorial Donation Policy, which is incorporated herein by reference. The donor understands and agrees with the conditions set forth in the Memorial Donation Policy, acknowledges that this Memorial Donation Agreement is not effective until reviewed and approved by the District's Board of Supervisors, and agrees to pay the District at least the specified minimum in donation funds within thirty (30) days of notification of Memorial Donation Agreement approval.

**I have read, understand, and agree to be bound by this Memorial Donation Agreement.**

\_\_\_\_\_  
Signature of Donor

\_\_\_\_\_  
Date

E-Mail completed form to: [CD@arlingtonridgecdd.org](mailto:CD@arlingtonridgecdd.org)

**FOR OFFICE USE ONLY**

Accepted By \_\_\_\_\_ Date \_\_\_\_\_

Chair/Vice Chair \_\_\_\_\_ Date \_\_\_\_\_

Cost \$ \_\_\_\_\_ Paid \$ \_\_\_\_\_ Date \_\_\_\_\_

Exact Location Verified \_\_\_\_\_

Inscription Proof Reviewed by Donor \_\_\_\_\_

# **Subsection 5H**

## **Rules for Use of Golf Course Funds**



## **Arlington Ridge Golf Course–Golf Course Operating Reserve Fund–Rules for Use Of Funds**

1. One hundred percent (100%) of stated year end Gross Revenue, as that term is defined in the *Golf Course and Food & Beverage Management Agreement*, between the Arlington Ridge Community Development District (“CDD”) and Billy Casper Golf, LLC, dated July 22, 2019, as amended, from the golf course will be transferred to a General Fund Operating Reserve Account, unless otherwise decided by a majority vote of the CDD Board.
2. A line item will be created and show the balance of the Golf Course Operating Reserve Fund on the Arlington Ridge CDD monthly financial reports.
3. The intended use of the Account is for the following:
  - a. Golf Course Operational Maintenance.
    - i. Projects larger than day to day maintenance
    - ii. No more than 50% of any given year’s profits from the golf course may be used for maintenance in any given year unless the CDD Board determines by a majority vote of the CDD Board, by year, a different percentage.
  - b. Golf Course Emergency Funding
    - i. If a need for emergency funds arises, or time sensitive (i.e., a lack of funding will cause negative effect on Golf Course Operation, or a need is deemed critical to avoid additional damage to Golf Course or related equipment), protocols may be followed as stipulated in the Arlington Ridge Community Development District – Policy Statement for Staff Spending Guidelines/Section D. Authorization Levels.
    - ii. If emergency spending occurs without prior CDD Board review and vote, the expenditure will be included in the check register provided to the CDD Board in the subsequent meeting agenda package.
4. Except as specified in Section 3.b.ii. of this rule, no funds will be transfer out of or expended from the Account unless approved by a majority vote of the CDD Board.
5. A ledger sheet will be created to track revenues and expenditures to and from this fund. This information will be included with monthly CDD Board agenda materials.
6. If the balance of the Golf Course Operating Reserve Fund is equal to or in excess of seven hundred fifty thousand dollars and no cents (\$750,000.00) and at the request of at least one of the CDD Board Supervisors, an agenda item shall be added to the next CDD Board meeting agenda so that the CDD Board may discuss, and by majority vote amending, the percentage of stated year end Gross Revenue transferred into the Account each year and determine, by a majority vote of the CDD Board, if the percentage should be reduced until a time the Account is less than \$750,000.00.

# **Subsection 5I**

## **Golf Course Contract**

## GOLF COURSE AND FOOD & BEVERAGE MANAGEMENT AGREEMENT

**THIS MANAGEMENT AGREEMENT** (the “**Agreement**”) is made and entered into the 22<sup>nd</sup> 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 1<sup>st</sup> through September 30<sup>th</sup> 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 1<sup>st</sup> and concludes on September 30<sup>th</sup> (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 (5<sup>th</sup>) 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**

  
Secretary

By:   
Name: Ron Worrich  
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

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. Cutler  
Title: Senior Vice President

  
\_\_\_\_\_  
Witness Name: Michael Cooper

By:   
\_\_\_\_\_  
Name: R. Alexander Elmer  
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
<p><b>Customer Service</b>                      Providing a quality product with timely and accurate customer service, delivering quality events, and providing timely and regular staff training.</p>	<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>	<p>1. 20 points</p> <p>2. 20 points</p>
<p><b>Golf Course Maintenance</b>                      Maintaining the health of ARGC, its aesthetic beauty, and playability as assessed by the playing community.</p>	<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>	<p>20 points</p>
<p><b>Golf Operations</b>                      Maintaining an acceptable level of pace of play while increasing rounds played and maximizing potential revenue for ARGC.</p>	<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>	<p>1. 15 points</p> <p>2. 10 points</p> <p>3. 5 points</p> <p>4. 5 points</p> <p>5. 5 points</p>

**EXHIBITC**

**ANNUAL F&B SERVICE PERFORMANCE MEASUREMENTS**

CATEGORY/OBJECTIVES	MEASURE/STANDARD	WEIGHT
<p><b>Customer Service</b> Providing a quality product with timely and accurate customer service, delivering quality events, and providing timely and regular staff training.</p>	<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>	<p>1. 20 points</p> <p>2. 20 points</p>
<p><b>Restaurant Health and Safety</b> Maintaining the health and safety of the F&amp;B operations.</p>	<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 inspections<sup>1</sup> performed throughout the year.<sup>2</sup></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&amp;B facilities.<sup>3</sup></p>	<p>1. 10 points</p> <p>2. 10 points</p>
<p><b>F&amp;B Operations</b> Ensuring an efficient restaurant and catering operation while maximizing potential revenue for the F&amp;B Facilities.</p>	<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>	<p>1. 5 points</p> <p>2. 5 points</p> <p>3. 30 points</p>

<sup>1</sup> Does not include follow-up inspections.

<sup>2</sup> 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.

<sup>3</sup> 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.



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

**THIS FIRST AMENDMENT** (the "Amendment") is made and entered into the *13<sup>th</sup>* 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.

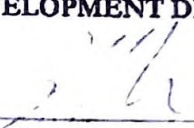
4. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Amendment.

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

**OWNER:**

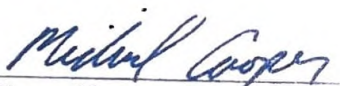
**ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**

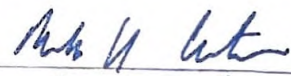
  
Secretary


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

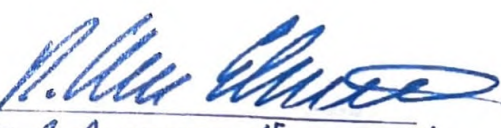
**MANAGER:**

**BILLY CASPER GOLF, LLC,**  
*a Virginia limited liability company*

  
Witness Name: Michael Cooper

By:   
Name: Michael K. Curran  
Title: Secretary U.P.

  
Witness Name: Michael Cooper

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



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

**THIS SECOND AMENDMENT** (the "Amendment") is made and entered into the 17<sup>th</sup> 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 5J**

## **Violation Letter**





# St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

525 Community College Parkway S.E. • Palm Bay, FL 32909 • 321-984-4940 • www.sjrwmd.com

April 13, 2023

Angel Montagna  
Arlington Ridge CDD  
313 Campus Street  
Celebration, FL 34747  
*Sent via eMail:* Angel.montagna@inframark.com

Re: **Compliance Assistance Offer** Arlington Ridge, Phase I  
Permit Number: 88893-11; Item Number: 1473503  
**(Please reference the permit number/item number on all correspondence.)**

Dear Ms. Montagna:

The District received a complaint from one of your residents and an inspection was conducted at your project site on April 12, 2023. During this inspection and a review of the file potential non-compliance was noted:

- Residents have been driving across the stormwater treatment area located in the northwest corner of the development (Pond P-B1), resulting in erosion of the westerly berm. There has also been activity from golf carts within Pond P-10-2.

The purpose of this letter is to inform you of this violation and to offer you compliance assistance as a means of resolving the issue. Please respond in writing **by April 28, 2023**. Your written response should include the following:

- Describe the specific steps that will be taken to resolve the non-compliance issue and provide a timeline to complete.

It is the District's desire that you are able to document compliance or corrective actions concerning the violations so that this matter can be closed without additional enforcement. However, failure to comply in a timely manner will result in the initiation of formal enforcement proceedings.

Please address your response and any questions to me at (321) 676-6620 or via e-mail at [jejuilia@sjrwmd.com](mailto:jejuilia@sjrwmd.com). We look forward to your cooperation with this matter.

Sincerely,

John Juilianna  
Compliance Supervisor  
Division of Regulatory Services

cc: Regulatory File

**GOVERNING BOARD**

Rob Bradley, CHAIR  
FLEMING ISLAND

Maryam H. Ghyabi-White, VICE CHAIR  
ORMOND BEACH

J. Chris Peterson, SECRETARY  
WINTER PARK

Ron Howse, TREASURER  
COCOA

Ryan Atwood  
MOUNT DORA

Doug Bourmique  
VERO BEACH

Douglas Burnett  
ST. AUGUSTINE

Cole Oliver  
MERRITT ISLAND

Janet Price  
FERNANDINA BEACH

# **Section 6**

## **Consent Agenda**

# **Subsection 6A**

## **Minutes**



Arlington Ridge CDD  
 March 16, 2023, regular meeting

## **FOURTH ORDER OF BUSINESS                      Staff Reports**

### **A. District Counsel**

There being nothing to report, the next item followed.

### **B. Engineer**

#### **i. Stormwater Improvement Projects**

Discussion ensued regarding bid previously received for the six projects, recommendation not to proceed with the bid that came in well over budget, deferring these projects will not put the District in peril or catastrophic failure, recommendation to defer, and possibility to consider other projects.

This item will be considered at the next meeting.

### **C. District Manager**

#### **i. Discussion of Upcoming Workshop Dates**

Discussion ensued regarding possible dates for a budget workshop, proposed draft budget anticipated to be provided at the April meeting, preference to hold workshop prior to the meeting, suggested date April 13 for the first budget workshop, budget process, and confirmation of the date for the workshop.

#### **ii. Update on Reimbursements from Golf/Food & Beverage**

Discussion ensued regarding reimbursements anticipated from golf and food & beverage in the amount of approximately \$40,000, staff still auditing utility invoices and coding, and getting a post office box for utility bills to avoid doing reimbursements.

#### **iii. Financial Statements**

Discussion ensued regarding financial statements provided by Indigo not required to be provided until the 20<sup>th</sup> of each month which are not included in the Inframark financial statements, options to have current financials from both entities for two months prior to the meeting, change in meeting date to a week earlier causing the timing issue, and possibility of sending complete current financials after the Board meeting once received from Indigo.

#### **iv. Capital Projects**

Discussion ensued regarding forms used in previous fiscal years, updated spreadsheet of capital projects, request for Board members to submit projects to be added to the list, and suggestion for three-year and five-year capital projects.

#### **v. Golf Funds Allocation Motion Approved in February**

Discussion ensued regarding not using current year income to fund a previous year deficit, motion approved at the previous meeting, original motion made three months ago that should still be in effect, February motion can be reconsidered at the April meeting, funds cannot be included in the audited financial statements for fiscal year 2022, request

Arlington Ridge CDD  
 March 16, 2023, regular meeting

to have time to consider motions, and earlier motion could have been rescinded prior to the February motion but is not necessary.

**D. Field Manager**

**i. Monthly Report**

The monthly field 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.

**ii. Floralawn Inspections and Reports**

The monthly inspection and reports were included in the agenda package and are available for review in the local records office and the District Office during normal business hours.

**iii. Sidewalk Repair Proposal**

Discussion ensued regarding location of the repair, scope of services, use of concrete, ability to procure more proposals, suggestion to repair the pavers and delay installation of the concrete to coordinate concrete work with the veterans memorial, suggestion to table this proposal, and services staff can provide in the meantime for the emergency stairwell.

**E. Community Manager**

**i. Pest Control Proposals**

Discussion ensued regarding Dean’s no longer providing services to restaurants, proposals can be provided at the next meeting to include the guardhouse, ability of Floralawn to provide pest control services, and requirements in order to provide pest control services.

Mr. Piersall made a MOTION to the proposal from Floralawn to provide pest control services, in the amount of \$4,340.  
 Mr. Kostich seconded the motion.

Discussion ensued regarding pros and cons of the landscaping company providing this service, comparison of prices, and request to go with the lowest price.

Upon VOICE VOTE, with Mr. Piersall, Mr. Kostich, and Mr. Hoover in favor and Ms. Murphy and Mr. Middlemiss opposed, approval was given (by a margin of 3-2) to the proposal from Floralawn to provide pest control services, in the amount of \$4,340.

**ii. Bench Placement on the Golf Course**

Discussion ensued regarding the request to place benches on the golf course as noted on the map, five total benches available, suggested locations for the benches, need for



Arlington Ridge CDD  
 March 16, 2023, regular meeting

concrete pads, suggested uses for the current benches, and possible need to purchase a new one.

Mr. Hoover made a MOTION to investigate costs for purchase of a bench and its installation on a concrete pad in the requested location.

Discussion ensued regarding utilizing an existing bench, researching costs before making a decision, and requiring a concrete pad.

Mr. Hoover withdrew the above motion.

Mr. Piersall made a MOTION to install existing benches for three locations.

Discussion ensued regarding installing one bench.

Mr. Piersall withdrew the above motion.

Mr. Middlemiss made a MOTION to use the existing bench being stored in the cart barn and install it in the requested location, in an amount not to exceed \$500.  
 Mr. Hoover seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to use the existing bench being stored in the cart barn and install it in the requested location, in an amount not to exceed \$500.

**F. 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.

Discussion ensued regarding current financial position, maintenance budget, and activities committee.

**FIFTH ORDER OF BUSINESS**

**Business Items**

**A. Ratification of Aqua-Brite of Florida Proposal for Sauna Repair**

Discussion ensued regarding work performed for the sauna repair.

Arlington Ridge CDD  
 March 16, 2023, regular meeting

Mr. Kostich made a MOTION to ratify the proposal from Aqua-Brite of Florida for sauna repair, in the amount of \$6,180.  
 Ms. Murphy seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to ratify the proposal from Aqua-Brite of Florida for sauna repair, in the amount of \$6,180.

**B. Pool Tile Color Choices from Vermana**

Discussion ensued regarding color choices for the pool tiles and preferences.

Ms. Murphy made a MOTION to approve cobalt blue for the pool tiles.  
 Mr. Hoover seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to select cobalt blue for the pool tiles.

**C. Veterans Memorial Rendering**

Discussion ensued regarding the proposed design of the memorial in order to obtain pricing and future steps, location of the memorial, request for tree trimming that Floralawn will donate, need for electricity for lighting, archived drawings, need for civil engineer to perform a water study for runoff, all costs funded by the veterans group, coordination with the City of Leesburg, phased work, process to obtain pricing to move forward, and donations received.

**D. Rules for Use of Operating Reserve**

This item was tabled.

**E. Proposal for Cart Path Additions**

Discussion ensued regarding specifications for the crushed shell paths, various materials for the paths, more cost effective than concrete, advantages of the paths, lack of funds available in the golf course reserve for projects, and suggestion for use of another fund.

Ms. Murphy made a MOTION to approve the proposal from Element Environmental to install crushed shell paths, in the amount of \$12,250, to be funded from construction funds as available and the remainder from golf funds.  
 Mr. Middlemiss seconded the motion.

Arlington Ridge CDD  
 March 16, 2023, regular meeting

Further discussion ensued regarding rain runoff, possible requirements for permitting from the City of Leesburg, and obtaining approvals.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to the proposal from Element Environmental to install crushed shell paths, in the amount of \$12,250, to be funded from construction funds as available and the remainder from golf funds.

**F. Cost Estimate for Blue Ridge Activity Center Renovations**

Discussion ensued regarding renovation options, available monies, suggestion for staff to contact contractors to obtain pricing, permitting and review process with the City of Leesburg, and suggestion to remove deficiency summary for \$14,850.

Mr. Kostich made a MOTION to cease planning and repairs except for the deficiency summary by Kross Inspectors in the amount of \$14,850, to get the activity center operational, proposals to be provided to the Board, and leave \$75,000 in the budget for the activity center.  
 Mr. Piersall seconded the motion.

Discussion ensued regarding funds available and deadline to complete the work.

*The meeting recessed at 3:57 p.m.*

*The meeting resumed at 4:10 p.m.*

Further discussion ensued regarding the District’s only obligation for the facility with the HOA is that it used as a recreational facility, leaving the budgeted amount for future maintenance, suggestion to delay the purchase of furniture, suggested repairs and renovations to be complete before the building is occupied, recommendation to come up with plan A and plan B, monies already paid for services not used, finding out what renovations can be done for \$75,000, obtaining estimates of what needs to be fixed, and requesting more time to gather more detailed estimates.

Upon VOICE VOTE, with Mr. Kostich, Mr. Piersall, and Mr. Hoover in favor and Ms. Murphy and Mr. Middlemiss opposed, approval was given (by a margin of 3-2) to cease planning and repairs except for the deficiency summary by Kross Inspectors in the amount of \$14,850, to get the activity center operational, proposals to be provided to the Board, and leave \$75,000 in the budget for the activity center.

Arlington Ridge CDD  
 March 16, 2023, regular meeting

Discussion ensued regarding request for proposals and estimates to be brought to the next meeting, and fiscal responsibility with previous motions approved at the meeting.

**G. Roanoke Berm**

Discussion ensued regarding ownership verified from adjacent properties, letter from the Eagles does not appear to grant access, risk of liability of someone crossing without permission, conversations with other residents, and cannot issue bar codes for any vehicles to access that area.

Mr. Hoover made a MOTION to approve getting proposals to stabilize the berm, install a non-eroding substance, repair the berm, and repair the irrigation, in an amount not to exceed \$4,500.  
 Ms. Murphy seconded the motion.

Discussion ensued regarding opposition to spending District funds to repair the berm for access.

Upon VOICE VOTE, with Mr. Hoover in favor and everyone else opposed, motion did not pass (by a margin of 4-1) to get proposals to stabilize the berm, install a non-eroding substance, repair the berm, and repair the irrigation, in an amount not to exceed \$4,500.

Mr. Piersall made a MOTION to leave the Roanoke berm as it is.  
 Ms. Murphy seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to leave the Roanoke berm as it is.

**H. Ratification of Invoice from TWC Services for Freezer Repair**

Discussion ensued regarding the need for the freezer repair.

Mr. Piersall made a MOTION to ratify the invoice from TWC Services for freezer repair, in the amount of \$7,255.87.  
 Mr. Middlemiss seconded the motion.

Arlington Ridge CDD  
 March 16, 2023, regular meeting

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to ratify the invoice from TWC Services for freezer repair, in the amount of \$7,255.87.

**SIXTH ORDER OF BUSINESS                      Consent Agenda**

**A. Minutes from the Regular Meeting on February 16, 2023**

The minutes were included in the agenda package, available for review in the local records office and the District Office during normal business hours.

**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.

Discussion ensued regarding expense from capital reserves, invoices for HVAC repairs and services included, one invoice for quarterly inspections, and staff will confirm invoices were paid as previously approved.

Mr. Kostich made a MOTION to dissolve use of the consent agenda and include approval of the items under business matters.  
 Ms. Murphy seconded the motion.

Discussion ensued regarding consent agenda items can be discussed individually, and items can be approved in one motion or individual motions.

Ms. Murphy made a MOTION to approve the minutes, as presented.  
 Mr. Kostich seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to approve the minutes, as presented.

Mr. Kostich rescinded the motion to dissolve use of the consent agenda and include approval of the items under business matters.  
 Ms. Murphy rescinded the second.

Arlington Ridge CDD  
 March 16, 2023, regular meeting

Discussion ensued regarding inclusion of invoices in the agenda packages, multiple line items for check numbers, Florida Aqua Group invoices for two separate repairs, electromechanical industrial deposits should have been paid from capital projects fund, and thanks for Ms. Murphy’s assistance and review.

Mr. Hoover made a MOTION to approve the remainder of the consent agenda (financials and check register), as presented.  
 Mr. Middlemiss seconded the motion.

Upon VOICE VOTE, with all in favor except Mr. Kostich, approval was given (by a margin of 4-1) to approve the remainder of the consent agenda (financials and check register), as presented.

Discussion ensued regarding training for avid for Board members, tree trimming should wait until next fiscal year, do more consolidating for fiscal year 2024 budget, categories that are under and over budget, and music license.

**SEVENTH ORDER OF BUSINESS                      Other Business**

Ms. Murphy requested two items be included on the next agenda: golf course fiscal year 2022 funds, and contract for selling bricks to include dollar amounts.

**EIGHTH ORDER OF BUSINESS                      Supervisor Requests**

Mr. Piersall discussed dumpsters and need for cleaning.

Mr. Kostich requested the flag pole be relocated from Fairfax Hall to the bocce ball courts at no cost to the District, to be added to the next agenda.

Mr. Middlemiss commented on spending and being cautious through the remainder of fiscal year 2023.

Ms. Murphy thanked the events committee, commented on ticket sales, reported on the success of the event, commented on building use, revised facility and policy forms have been updated, and these items to be provided on the website.

Mr. Hoover commented on the Blues Brothers event and the golf course depression repair.

Arlington Ridge CDD  
 March 16, 2023, regular meeting

**NINTH ORDER OF BUSINESS**                      **Audience Comments**

A Resident (Lot 468) commented on the Roanoke berm, suggested potential lawsuits, and Supervisors who ran in the 2020 election on fiscal responsibility but then voted for higher cost for pest control.

A Resident (Lot 503) commented on unhappiness with some of the decisions made, including the Roanoke berm, preference to keep dollars within Arlington Ridge, flag pole to be moved should not interfere with parking, suggestion of additional bicycle racks, residents destroying property should not be permitted, and disagreed going the cheaper route for the activity center.

**TENTH ORDER OF BUSINESS**                      **Adjournment**

- *The next meeting is scheduled for Thursday, April 20, 2023, at 2:00 p.m.*

On MOTION by Mr. Piersall, seconded by Mr. Middlemiss, with all in favor, the meeting was adjourned at 5:35 p.m.

---

Angel Montagna, Secretary

---

Robert Hoover, Chairman



# Subsection 6B

## Financials

### NOTE:

*(These financials do not include golf/food & beverage, which will be sent under separate cover.)*

**ARLINGTON RIDGE**  
**Community Development District**

**Financial Report**  
(Unaudited)

**March 31, 2023**

Prepared by



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**ARLINGTON RIDGE**  
**Community Development District**

**Financial Statements**

**(Unaudited)**

**March 31, 2023**

**ARLINGTON RIDGE**

Community Development District

**Governmental Funds**

**Balance Sheet**

March 31, 2023

<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>TOTAL</u>
<b>ASSETS</b>						
Cash - Checking Account	\$ 1,736,610	\$ 288,194	\$ -	\$ -	\$ -	\$ 2,024,804
Cash with Fiscal Agent	-	-	18,167	5,027	-	23,194
Due from Golf	8,135	-	-	-	-	8,135
Due From Other Funds	-	21,713	-	-	-	21,713
Investments:						
Construction Fund	-	-	-	-	7,709	7,709
Fee & Expense A	-	-	8	-	-	8
Prepayment Account	-	-	-	9,501	-	9,501
Prepayment Account A	-	-	39,360	-	-	39,360
Reserve Fund	-	-	-	27,445	-	27,445
Reserve Fund A	-	-	126,170	-	-	126,170
Revenue Fund	-	-	-	75,346	-	75,346
Revenue Fund A	-	-	300,044	-	-	300,044
Deposits - Electric	820	-	-	-	-	820
<b>TOTAL ASSETS</b>	<b>\$ 1,745,565</b>	<b>\$ 309,907</b>	<b>\$ 483,749</b>	<b>\$ 117,319</b>	<b>\$ 7,709</b>	<b>\$ 2,664,249</b>
<b>LIABILITIES</b>						
Accounts Payable	\$ 19,558	\$ -	\$ -	\$ -	\$ -	\$ 19,558
Accrued Expenses	30,600	-	-	-	-	30,600
Deposits	780	-	-	-	-	780
Due To Other Funds	158,342	-	-	-	-	158,342
<b>TOTAL LIABILITIES</b>	<b>209,280</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>209,280</b>
<b>FUND BALANCES</b>						
<b>Nonspendable:</b>						
Deposits	820	-	-	-	-	820
<b>Restricted for:</b>						
Debt Service	-	-	483,749	117,319	-	601,068
Capital Projects	-	-	-	-	7,709	7,709
<b>Unassigned:</b>	<b>1,535,465</b>	<b>309,907</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,845,372</b>
<b>TOTAL FUND BALANCES</b>	<b>\$ 1,536,285</b>	<b>\$ 309,907</b>	<b>\$ 483,749</b>	<b>\$ 117,319</b>	<b>\$ 7,709</b>	<b>\$ 2,454,969</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 1,745,565</b>	<b>\$ 309,907</b>	<b>\$ 483,749</b>	<b>\$ 117,319</b>	<b>\$ 7,709</b>	<b>\$ 2,664,249</b>

**ARLINGTON RIDGE**

Community Development District

**General Fund****Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending March 31, 2023

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>YTD ACTUAL AS A % OF ADOPTED BUD</b>	<b>MAR-23 ACTUAL</b>
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 100	\$ 74	74.00%	\$ 19
Lexington Spa	3,000	1,943	64.77%	733
Rental Income- Fairfax Hall	2,500	-	0.00%	-
Special Assmnts- Tax Collector	2,233,233	2,167,722	97.07%	15,425
Settlements	-	27,307	0.00%	-
Other Miscellaneous Revenues	-	238	0.00%	-
Access Cards	-	10	0.00%	-
RV Parking Lot Revenue	17,700	17,336	97.94%	5,179
<b>TOTAL REVENUES</b>	<b>2,256,533</b>	<b>2,214,630</b>	<b>98.14%</b>	<b>21,356</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
P/R-Board of Supervisors	15,000	6,231	41.54%	1,031
FICA Taxes	1,148	337	29.36%	31
Payroll Taxes	-	1,989	0.00%	-
Workers' Compensation	-	850	0.00%	-
ProfServ-Arbitrage Rebate	600	-	0.00%	-
ProfServ-Dissemination Agent	5,000	-	0.00%	-
ProfServ-Trustee Fees	10,000	5,388	53.88%	-
Attorney Fees	70,000	49,531	70.76%	18,220
Engineering Fees	35,000	19,844	56.70%	-
Management Services	53,500	26,750	50.00%	4,458
Assessment Roll	7,500	-	0.00%	-
Auditing Services	4,500	-	0.00%	-
Postage	6,500	117	1.80%	54
Insurance - General Liability	15,000	14,400	96.00%	-
Legal Advertising	6,000	1,732	28.87%	-
Website Administration	3,000	1,553	51.77%	-
Information Technology	2,775	1,445	52.07%	745
Miscellaneous Expenses	3,000	2,585	86.17%	1,907
Dues, Licenses, Subscriptions	175	728	416.00%	-
<b>Total Administration</b>	<b>238,698</b>	<b>133,480</b>	<b>55.92%</b>	<b>26,446</b>

**ARLINGTON RIDGE**

Community Development District

**General Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending March 31, 2023

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>YTD ACTUAL AS A % OF ADOPTED BUD</b>	<b>MAR-23 ACTUAL</b>
<b><u>Gatehouse</u></b>				
Contracts-Security Services	150,000	70,687	47.12%	10,223
Utility - Water & Sewer	510	251	49.22%	43
Utility - Electric	4,200	1,224	29.14%	211
Street Lights	108,000	55,390	51.29%	9,396
Repairs & Maintenance	2,500	4,066	162.64%	(1,751)
Security Enhancements	4,500	115	2.56%	-
<b>Total Gatehouse</b>	<b>269,710</b>	<b>131,733</b>	<b>48.84%</b>	<b>18,122</b>
<b><u>Capital Expenditures &amp; Projects</u></b>				
Capital Projects	200,000	75,320	37.66%	75,320
<b>Total Capital Expenditures &amp; Projects</b>	<b>200,000</b>	<b>75,320</b>	<b>37.66%</b>	<b>75,320</b>
<b><u>Towncenter Administration</u></b>				
Pest Control	4,500	2,388	53.07%	398
Onsite Management	266,822	132,065	49.50%	22,235
Janitorial Services & Supplies	50,000	16,931	33.86%	2,538
Utility - Water & Sewer	1,851	1,788	96.60%	109
Utility - Electric	4,000	1,536	38.40%	169
Rentals & Leases	4,500	1,111	24.69%	-
Liability/Property Insurance	68,517	71,609	104.51%	-
Repairs & Maintenance	7,000	10,037	143.39%	5,616
Special Events	36,000	7,935	22.04%	(2,150)
Information Technology	-	-	0.00%	(630)
Office Supplies	9,000	3,115	34.61%	2,228
Computer Supplies/Equipment	5,000	2,556	51.12%	1,711
Club Activity Supplies	1,000	-	0.00%	-
<b>Total Towncenter Administration</b>	<b>458,190</b>	<b>251,071</b>	<b>54.80%</b>	<b>32,224</b>
<b><u>Common Area/Recreation</u></b>				
Utility - Water & Sewer	9,000	2,923	32.48%	1,557
Utility - Electric	1,250	999	79.92%	179
Repairs & Maintenance	30,000	12,244	40.81%	318
Roadway Repair & Maintenance	25,000	-	0.00%	-
Irrigation Repairs & Maintenance	35,000	10,854	31.01%	(8,866)
Landscape - Mulch	25,000	-	0.00%	-
Landscape Maintenance	291,114	156,893	53.89%	34,783
Landscape Replacement	30,000	4,898	16.33%	340
Landscape- Storm Clean Up & Tree Removal	25,000	21,003	84.01%	-



**ARLINGTON RIDGE**

Community Development District

**General Fund****Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending March 31, 2023

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>YTD ACTUAL AS A % OF ADOPTED BUD</b>	<b>MAR-23 ACTUAL</b>
Pond/Littoral Shelf & Wetland Mgmt	33,475	11,860	35.43%	1,700
Sports Courts Maintenance & Supplies	3,000	9,990	333.00%	-
Holiday Decoration	10,000	3,228	32.28%	-
Special Events	-	-	0.00%	(2,100)
Operating Supplies	4,000	24	0.60%	-
<b>Total Common Area/Recreation</b>	<b>521,839</b>	<b>234,916</b>	<b>45.02%</b>	<b>27,911</b>
<b><u>Fairfax Hall</u></b>				
Utility - Water & Sewer	1,378	656	47.61%	106
Utility - Electric	14,392	9,289	64.54%	1,254
Repairs & Maintenance	15,000	29,574	197.16%	2,533
<b>Total Fairfax Hall</b>	<b>30,770</b>	<b>39,519</b>	<b>128.43%</b>	<b>3,893</b>
<b><u>Social Center</u></b>				
Utility - Water & Sewer	1,500	-	0.00%	-
Utility - Electric	5,343	2,924	54.73%	412
Repairs & Maintenance	7,500	575	7.67%	-
Operating Supplies	2,000	-	0.00%	-
Dues, Licenses, Subscriptions	2,200	-	0.00%	-
<b>Total Social Center</b>	<b>18,543</b>	<b>3,499</b>	<b>18.87%</b>	<b>412</b>
<b><u>Lexington Spa</u></b>				
ProfServ-Pool Maintenance	70,000	34,363	49.09%	5,537
Fitness Instructors	12,000	3,410	28.42%	410
Utility - Water & Sewer	28,620	10,275	35.90%	1,158
Utility - Electric	56,709	26,374	46.51%	4,019
Repairs & Maintenance	20,000	16,822	84.11%	1,057
Operating Supplies	2,500	407	16.28%	-
Dues, Licenses, Subscriptions	1,050	-	0.00%	-
<b>Total Lexington Spa</b>	<b>190,879</b>	<b>91,651</b>	<b>48.02%</b>	<b>12,181</b>

**ARLINGTON RIDGE**

Community Development District

**General Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending March 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-23 ACTUAL
<b><u>Sales Center</u></b>				
Utility - Water & Sewer	-	685	0.00%	244
Utility - Electric	-	3,724	0.00%	618
Operations & Maintenance	28,850	-	0.00%	-
<b>Total Sales Center</b>	<b>28,850</b>	<b>4,409</b>	<b>15.28%</b>	<b>862</b>
<b>TOTAL EXPENDITURES</b>				
	<b>1,957,479</b>	<b>965,598</b>	<b>49.33%</b>	<b>197,371</b>
Excess (deficiency) of revenues				
Over (under) expenditures	299,054	1,249,032	417.66%	(176,015)
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
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%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(299,054)</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
Net change in fund balance	\$ -	\$ 1,249,032	0.00%	\$ (176,015)
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>287,253</b>	<b>287,253</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 287,253</b>	<b>\$ 1,536,285</b>		

**ARLINGTON RIDGE**

Community Development District

**Capital Reserve Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending March 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-23 ACTUAL
<b>REVENUES</b>				
Interest - Investments	\$ 214	\$ 15	7.01%	\$ (3)
<b>TOTAL REVENUES</b>	<b>214</b>	<b>15</b>	<b>7.01%</b>	<b>(3)</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Miscellaneous Expenses	-	30	0.00%	-
<b>Total Administration</b>	-	30	0.00%	-
<b>Other Physical Environment</b>				
R&M-Emergency & Disaster Relief	-	4,768	0.00%	4,768
Capital Outlay	-	11,196	0.00%	(46,660)
<b>Total Other Physical Environment</b>	-	15,964	0.00%	(41,892)
<b>Reserves</b>				
Reserve - Roof	-	89,437	0.00%	20,179
<b>Total Reserves</b>	-	89,437	0.00%	20,179
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>-</b>	<b>105,431</b>	<b>0.00%</b>	<b>(21,713)</b>
Excess (deficiency) of revenues				
Over (under) expenditures	214	(105,416)	0.00%	21,710
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfer In - General Fund	200,000	-	0.00%	-
Transfer In - GF (Sales Center)	87,500	-	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>287,500</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
Net change in fund balance	\$ -	\$ (105,416)	0.00%	\$ 21,710
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>415,323</b>	<b>415,323</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 415,323</b>	<b>\$ 309,907</b>		

**ARLINGTON RIDGE**

Community Development District

**Series 2006A Debt Service Fund****Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending March 31, 2023

<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>MAR-23 ACTUAL</u>
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 125	\$ 5,818	4654.40%	\$ 1,388
Special Assmnts- Tax Collector	228,315	193,698	84.84%	3,332
Special Assmnts- Prepayment	-	24,249	0.00%	15,618
<b>TOTAL REVENUES</b>	<b>228,440</b>	<b>223,765</b>	<b>97.95%</b>	<b>20,338</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Debt Service</u></b>				
Principal Debt Retirement	100,000	-	0.00%	-
Principal Debt Retirement - Special Call	-	165,000	0.00%	-
Interest Expense	110,825	55,413	50.00%	-
<b>Total Debt Service</b>	<b>210,825</b>	<b>220,413</b>	<b>104.55%</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>210,825</b>	<b>220,413</b>	<b>104.55%</b>	<b>-</b>
Excess (deficiency) of revenues Over (under) expenditures	17,615	3,352	19.03%	20,338
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	17,615	-	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>17,615</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
Net change in fund balance	\$ 17,615	\$ 3,352	19.03%	\$ 20,338
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>480,397</b>	<b>480,397</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 498,012</b>	<b>\$ 483,749</b>		

**ARLINGTON RIDGE**

Community Development District

**Series 2019 Debt Service Fund****Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending March 31, 2023

<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>MAR-23 ACTUAL</u>
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 27	\$ 1,167	4322.22%	\$ 330
Special Assmnts- Tax Collector	62,406	53,604	85.90%	922
Special Assmnts- Prepayment	-	6,906	0.00%	5,525
<b>TOTAL REVENUES</b>	<b>62,433</b>	<b>61,677</b>	<b>98.79%</b>	<b>6,777</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
<b><u>Debt Service</u></b>				
Principal Debt Retirement	35,000	-	0.00%	-
Principal Prepayments	-	10,000	0.00%	-
Interest Expense	22,960	11,000	47.91%	-
<b>Total Debt Service</b>	<b>57,960</b>	<b>21,000</b>	<b>36.23%</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>57,960</b>	<b>21,000</b>	<b>36.23%</b>	<b>-</b>
Excess (deficiency) of revenues Over (under) expenditures	4,473	40,677	0.00%	6,777
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Interfund Transfer - In	-	228	0.00%	48
Operating Transfers-Out	-	(438)	0.00%	(174)
Contribution to (Use of) Fund Balance	4,473	-	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>4,473</b>	<b>(210)</b>	<b>-4.69%</b>	<b>(126)</b>
Net change in fund balance	\$ 4,473	\$ 40,467	0.00%	\$ 6,651
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>76,852</b>	<b>76,852</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 81,325</b>	<b>\$ 117,319</b>		

**ARLINGTON RIDGE**

Community Development District

**Series 2019 Capital Projects Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending March 31, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	MAR-23 ACTUAL
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ 228	0.00%	\$ 24
<b>TOTAL REVENUES</b>	<b>-</b>	<b>228</b>	<b>0.00%</b>	<b>24</b>
<b><u>EXPENDITURES</u></b>				
Excess (deficiency) of revenues Over (under) expenditures	-	228	0.00%	24
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Interfund Transfer - In	-	438	0.00%	174
Operating Transfers-Out	-	(228)	0.00%	(48)
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>-</b>	<b>210</b>	<b>0.00%</b>	<b>126</b>
Net change in fund balance	\$ -	\$ 438	0.00%	\$ 150
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>-</b>	<b>7,271</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ -</b>	<b>\$ 7,709</b>		

**ARLINGTON RIDGE**  
**Community Development District**

**Supporting Schedules**

**March 31, 2023**



# Arlington Ridge

Community Development District

Monthly Trend Report

FY 2023 - General Fund

	October	November	December	January	February	March	Total
<b>REVENUES</b>							
Interest - Investments	\$ 4	\$ 3	\$ 14	\$ 19	\$ 15	\$ 19	\$ 74
Lexington Spa	259	-	203	-	749	733	1,944
Rental Income- Fairfax Hall	-	-	-	-	-	-	-
Special Assmnts- Tax Collector	-	292,519	1,747,891	74,172	37,714	15,425	2,167,721
Settlements	-	27,307	-	-	-	-	27,307
Other Miscellaneous Revenues	-	-	11	-	227	-	238
Access Cards	10	-	-	-	-	-	10
RV Parking Lot Revenue	-	-	-	-	12,158	5,179	17,337
<b>TOTAL REVENUES</b>	<b>273</b>	<b>319,829</b>	<b>1,748,119</b>	<b>74,191</b>	<b>50,863</b>	<b>21,356</b>	<b>2,214,631</b>

## EXPENDITURES

### Administration

P/R-Board of Supervisors	200	1,800	1,000	769	1,431	1,031	6,231
FICA Taxes	-	122	61	-	122	31	336
Payroll Taxes	-	-	-	-	1,989	-	1,989
Workers' Compensation	-	850	-	-	-	-	850
ProfServ-Arbitrage Rebate	-	-	-	-	-	-	-
ProfServ-Dissemination Agent	-	-	-	-	-	-	-
ProfServ-Trustee Fees	5,388	-	-	-	-	-	5,388
Attorney Fees	-	6,914	-	24,397	-	18,220	49,531
Engineering Fees	-	-	-	6,500	13,344	-	19,844
Management Services	4,458	4,458	4,458	4,458	4,458	4,458	26,748
Assessment Roll	-	-	-	-	-	-	-
Auditing Services	-	-	-	-	-	-	-
Postage	15	12	23	12	-	54	116
Insurance - General Liability	10,000	4,400	-	-	-	-	14,400
Printing and Binding	-	154	-	(154)	-	-	-
Legal Advertising	-	-	-	1,613	119	-	1,732
Website Administration	-	-	-	-	1,553	-	1,553
Information Technology	700	-	-	-	-	745	1,445
Miscellaneous Expenses	40	15	439	169	15	1,907	2,585
Dues, Licenses, Subscriptions	-	-	175	-	553	-	728
<b>Total Administration</b>	<b>20,801</b>	<b>18,725</b>	<b>6,156</b>	<b>37,764</b>	<b>23,584</b>	<b>26,446</b>	<b>133,476</b>

# Arlington Ridge

Community Development District

Monthly Trend Report

FY 2023 - General Fund

	October	November	December	January	February	March	Total
<b><u>Gatehouse</u></b>							
Contracts-Security Services	12,280	12,500	10,332	12,801	12,552	10,223	70,688
Utility - Water & Sewer	-	85	42	38	43	43	251
Utility - Electric	-	329	253	217	214	211	1,224
Street Lights	-	12,978	6,455	16,931	9,631	9,396	55,391
Repairs & Maintenance	1,042	156	-	4,579	39	(1,751)	4,065
Security Enhancements	-	-	-	115	-	-	115
Information Technology	-	-	115	(115)	-	-	-
<b>Total Gatehouse</b>	<b>13,322</b>	<b>26,048</b>	<b>17,197</b>	<b>34,566</b>	<b>22,479</b>	<b>18,122</b>	<b>131,734</b>
<b><u>Capital Expenditures &amp; Projects</u></b>							
Capital Projects	-	-	-	-	-	75,320	75,320
<b>Total Capital Expenditures &amp; Projects</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>75,320</b>	<b>75,320</b>
<b><u>Towncenter Administration</u></b>							
Pest Control	398	398	398	398	398	398	2,388
Onsite Management	22,235	20,889	22,235	22,235	22,235	22,235	132,064
Janitorial Services & Supplies	2,828	2,836	476	5,855	2,398	2,538	16,931
Utility - Water & Sewer	-	873	435	291	79	109	1,787
Utility - Electric	-	663	444	(181)	443	169	1,538
Rentals & Leases	221	386	336	168	-	-	1,111
Liability/Property Insurance	76,859	(5,250)	-	-	-	-	71,609
Repairs & Maintenance	-	-	-	1,135	3,286	5,616	10,037
Special Events	300	-	-	2,705	7,080	(2,150)	7,935
Information Technology	-	-	720	(720)	630	(630)	-
Office Supplies	-	-	-	426	461	2,228	3,115
Computer Supplies/Equipment	-	-	-	845	-	1,711	2,556
Club Activity Supplies	-	-	-	-	-	-	-
<b>Total Towncenter Administration</b>	<b>102,841</b>	<b>20,795</b>	<b>25,044</b>	<b>33,157</b>	<b>37,010</b>	<b>32,224</b>	<b>251,071</b>
<b><u>Common Area/Recreation</u></b>							
Utility - Water & Sewer	-	609	300	211	246	1,557	2,923
Utility - Electric	-	8,222	3,514	(11,129)	213	179	999
Repairs & Maintenance	674	105	3,269	7,000	878	318	12,244
Roadway Repair & Maintenance	-	-	-	-	-	-	-
R&M-Emergency & Disaster Relief	-	3,120	-	-	(3,120)	-	-
Irrigation Repairs & Maintenance	-	7,717	3,472	4,541	3,991	(8,866)	10,855
Landscape - Mulch	-	-	-	-	-	-	-
Landscape Maintenance	26,194	20,491	23,342	28,399	23,684	34,783	156,893

# Arlington Ridge

Community Development District

Monthly Trend Report

FY 2023 - General Fund

	October	November	December	January	February	March	Total
Landscape Replacement	9,846	-	-	2,700	(7,988)	340	4,898
Landscape- Storm Clean Up & Tree Removal	269	(269)	395	-	20,608	-	21,003
Pond/Littoral Shelf & Wetland Mgmt	1,700	1,680	1,700	1,700	3,380	1,700	11,860
Sports Courts Maintenance & Supplies	-	-	-	9,990	-	-	9,990
Holiday Decoration	-	-	-	3,228	-	-	3,228
Special Events	-	-	-	2,460	(360)	(2,100)	-
Operating Supplies	-	-	24	553	(553)	-	24
<b>Total Common Area/Recreation</b>	<b>38,683</b>	<b>41,675</b>	<b>36,016</b>	<b>49,653</b>	<b>40,979</b>	<b>27,911</b>	<b>234,917</b>

**Fairfax Hall**

Utility - Water & Sewer	-	211	105	122	111	106	655
Utility - Electric	-	6,806	2,818	(3,193)	1,603	1,254	9,288
Repairs & Maintenance	571	109	5,673	20,688	-	2,533	29,574
<b>Total Fairfax Hall</b>	<b>571</b>	<b>7,126</b>	<b>8,596</b>	<b>17,617</b>	<b>1,714</b>	<b>3,893</b>	<b>39,517</b>

**Social Center**

Utility - Water & Sewer	-	250	125	(375)	-	-	-
Utility - Electric	-	814	336	584	779	412	2,925
Repairs & Maintenance	-	-	575	-	-	-	575
Operating Supplies	-	-	-	-	-	-	-
Dues, Licenses, Subscriptions	-	-	-	-	-	-	-
<b>Total Social Center</b>	<b>-</b>	<b>1,064</b>	<b>1,036</b>	<b>209</b>	<b>779</b>	<b>412</b>	<b>3,500</b>

**Lexington Spa**

ProfServ-Pool Maintenance	5,700	5,700	5,700	6,026	5,700	5,537	34,363
Pest Control	-	-	-	-	-	-	-
Fitness Instructors	740	720	170	640	730	410	3,410
Utility - Water & Sewer	-	5,816	2,900	(900)	1,301	1,158	10,275
Utility - Electric	-	7,585	5,087	4,316	5,367	4,019	26,374
Repairs & Maintenance	304	749	4,625	1,143	8,944	1,057	16,822
Operating Supplies	-	-	407	-	-	-	407
Dues, Licenses, Subscriptions	-	-	-	-	-	-	-
<b>Total Lexington Spa</b>	<b>6,744</b>	<b>20,570</b>	<b>18,889</b>	<b>11,225</b>	<b>22,042</b>	<b>12,181</b>	<b>91,651</b>

**Sales Center**

Utility - Water & Sewer	-	-	-	-	440	244	684
Utility - Electric	-	319	-	1,060	1,727	618	3,724
Operations & Maintenance	-	-	-	-	-	-	-
<b>Total Sales Center</b>	<b>-</b>	<b>319</b>	<b>-</b>	<b>1,060</b>	<b>2,167</b>	<b>862</b>	<b>4,408</b>

# Arlington Ridge

Community Development District

Monthly Trend Report

FY 2023 - General Fund

	October	November	December	January	February	March	Total
<b>Total Revenues</b>	273	319,829	1,748,119	74,191	50,863	21,356	2,214,631
<b>Total Expenditures</b>	182,962	136,322	112,934	185,251	150,754	197,371	965,594
<b>Excess Revenue / Over (Under) Expenditures</b>	(182,689)	183,507	1,635,185	(111,060)	(99,891)	(176,015)	1,249,037
<b><u>Other Sources/(Uses)</u></b>							
Transfer Out - Capital Reserve	-	-	-	-	-	-	-
Transfer Out - Golf Course and F&B	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	-
<b>Total Other Sources/(Uses)</b>	-	-	-	-	-	-	-
<b>Net Change in Fund Balance</b>	<b>\$ (182,689)</b>	<b>\$ 183,507</b>	<b>\$1,635,185</b>	<b>\$ (111,060)</b>	<b>\$ (99,891)</b>	<b>\$ (176,015)</b>	<b>\$1,249,037</b>

# Arlington Ridge

## Community Development District

**Non-Ad Valorem Special Assessments  
(Monthly Assessment Collection Distributions)  
For the Fiscal Year Ending September 30, 2023**

Date Received	Net Amount Received	Discounts/ Commissions Amount	Gross Amount	Allocation by Funds		
				General Fund	Series 2006 Debt Service	Series 2019 Debt Service
Assessments Levied FY 2023			\$ 2,656,274	\$ 2,375,780	\$ 219,695	\$ 60,798
Allocation%			100%	89%	8%	2%
11/23/22	\$ 36,098	\$ 2,565	\$ 38,664	\$ 36,098	\$ -	\$ -
11/23/22	2,956	224	\$ 3,180	-	2,316	641
11/23/22	256,421	16,135	\$ 272,556	256,421	-	-
11/23/22	19,221	1,210	\$ 20,431	-	15,055	4,166
12/07/22	506,431	31,867	\$ 538,298	506,431	-	-
12/07/22	51,243	3,225	\$ 54,468	-	40,136	11,107
12/14/22	1,064,147	66,961	\$ 1,131,107	1,064,147	-	-
12/14/22	131,837	8,297	\$ 140,134	-	103,261	28,576
12/27/22	177,313	11,041	\$ 188,354	177,313	-	-
12/27/22	18,850	1,166	\$ 20,016	-	14,764	4,086
01/17/23	74,172	4,187	\$ 78,359	74,172	-	-
01/17/23	14,087	800	\$ 14,887	-	11,034	3,054
02/10/23	37,714	1,660	\$ 38,484	37,714	-	-
02/10/23	4,853	206	\$ 5,059	-	3,801	1,052
03/08/23	15,425	474	\$ 15,899	15,899	-	-
03/08/23	4,254	131	\$ 4,385	-	3,434	950
<b>TOTAL</b>	<b>\$ 2,415,024</b>	<b>\$ 150,146</b>	<b>\$ 2,564,280</b>	<b>\$ 2,168,196</b>	<b>\$ 193,800</b>	<b>\$ 53,632</b>

<b>TOTAL OUTSTANDING</b>	<b>\$ 91,994</b>	<b>\$ 207,585</b>	<b>\$ 25,895</b>	<b>\$ 7,166</b>
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<b>% COLLECTED TO DATE</b>	96.54%	91.26%	88.21%	88.21%
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**Arlington Ridge**

Community Development District

**Notes to the Financial Statements****Balance Sheet - General Fund**

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**Assets**

- ▶ Cash - Truist Operating & Capital Reserves accounts.
- ▶ Cash with Fiscal Agent - deposit en route to US bank for deposit in Trust accounts.
- ▶ Due from Golf - FY 2023 utility shared expenses with the Golf course.
- ▶ Due from Other Funds: FY 2022's budgeted \$136,629 was recorded and transfer is TBD by Board. \$21,713 are due to the capital reserve fund, transferred in April.
- ▶ Deposits Electric - Deposit for new account opened for 4460 Sales Center (Blue Ridge Activity Center).

**Liabilities**

- ▶ Accounts Payable - Invoices received that will be paid in following month.  
  
Accrued Expenses - In order to provide a more accurate picture for the financials, expenses were accrued for the month of March for invoices that have not been received at the time the financials were prepared. These expenses are reversed in April. Details available upon request.
- ▶ Deposits - Utility deposits carrying over from prior fiscal years. Inframark currently working with the Board to resolve
- ▶ Due To Other Funds - FY 2022's budgeted \$136,629 was recorded and transfer is TBD by Board. \$21,713 are due to the capital reserve fund, transferred in April.

*The notes are intended to provide additional information helpful when reviewing the financial statements.*

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**Arlington Ridge**  
Community Development District

**Notes to the Financial Statements**  
**Revenues and Expenditures**

<b>Budget Analysis - Significant Variances</b>
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<u>Account Name</u>	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>% of Budget</u>	<u>Explanation</u>
<b><u>Revenues</u></b>				
Special Assmnts - Tax Collector	\$ 2,233,233	\$ 2,167,722	97%	Assessments collected through March 2023.
<b><u>Expenditures</u></b>				
<b><u>Administration</u></b>				
Worker's Compensation	\$ -	\$ 850	n/a	Egis insurance for Worker's Compensation.
Dues, Licenses, Subscriptions	\$ 175	\$ 728	416%	FL Department of Economic Opportunity filing fee and Sesac music license.
<b><u>Gatehouse</u></b>				
Repairs & Maintenance	\$ 2,500	\$ 4,066	163%	Gate repairs.
<b><u>Capital Expenditures &amp; Projects</u></b>				
Capital Projects	\$ 200,000	\$ 75,320	38%	Partial payment for club dining chairs, pool resurfacing expenses,
<b><u>Towncenter Administration</u></b>				
Utility - Water & Sewer	\$ 1,851	\$ 1,788	97%	City of Leesburg services through March 2023.
Utility - Electric	\$ 4,000	\$ 1,536	38%	Duke Energy services through March 2023.
<b><u>Common Area/Recreation</u></b>				
Utility-Water & Sewer	\$ 9,000	\$ 2,923	32%	City of Leesburg services through March 2023. Included Water meter charges billed and paid to AR Golf Club for Oct-Dec 2022.
Utility-Electric	\$ 1,250	\$ 999	80%	Duke Energy services through March 2023.
Landscape- Storm Clean Up & Tree Removal	\$ 25,000	\$ 21,003	84%	Storm clean up costs.
Sports Courts Maintenance & Supplies	\$ 3,000	\$ 9,990	333%	Recarpeting of two Bocce Courts.

The notes are intended to provide additional information helpful when reviewing the financial statements.



**Arlington Ridge**  
Community Development District

**Notes to the Financial Statements**  
**Revenues and Expenditures**

<b>Budget Analysis - Significant Variances</b>
--

<b>Account Name</b>	<b>Annual Budget</b>	<b>YTD Actual</b>	<b>% of Budget</b>	<b>Explanation</b>
<b><u>Fairfax Hall</u></b>				
Utility-Water & Sewer	\$ 1,378	\$ 656	48%	Duke Energy services through March 2023.
Utility-Electric	\$ 14,392	\$ 9,289	65%	Duke Energy services through March 2023.
Repairs & Maintenance	\$ 15,000	\$ 29,574	197%	Fairfax Hall various repairs. Details available upon request.
<b><u>Lexington Spa</u></b>				
Repairs & Maintenance	\$ 20,000	\$ 16,822	84%	Pool/spa area repairs and maintenance.

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The notes are intended to provide additional information helpful when reviewing the financial statements.

# **Subsection 6C**

## **Invoices and Check Register**

**ARLINGTON RIDGE**  
**Community Development District**

**Check Register**

**03/01/2023 - 03/31/2023**

**ARLINGTON RIDGE**

Community Development District

**Payment Register by Fund  
For the Period from 3/1/23 to 3/31/23  
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>GENERAL FUND - 001</b>								
001	3060	03/01/23	LISA M SCHATTE	1128	GROUP FITNESS 12/31/22, 1/7/23	Fitness Instructors	534112-57258	\$80.00
001	3061	03/02/23	CLIFF BARRINEAU	021123-EVENT	BLUES BROTHERS EVENT	Special Events	549052-53948	\$350.00
001	3062	03/02/23	DAVID EUGENE KOENIG	021123-EVENT	BLUES BROTHERS EVENT	Special Events	549052-53948	\$350.00
001	3063	03/02/23	FLORIDA AQUA GROUP LLC	INV-000039		POOL FILTERS	546156-57258	\$1,308.80
001	3063	03/02/23	FLORIDA AQUA GROUP LLC	INV-000038	POOL FILTERS - LAP POOL	pool repair	546156-57258	\$1,308.80
001	3064	03/02/23	ROUTE 1 HOLDINGS	20230103ARRV	FENCE REPAIRS	RV lot fence repair	546156-57221	\$600.00
001	3065	03/07/23	APTRONICS COMMUNICATION DEPOT, INC	CL0338475	PROXY KEY FOB/DECALS	GATE ACCESS FOBS/DECALS	546156-53904	\$1,438.50
001	3065	03/07/23	APTRONICS COMMUNICATION DEPOT, INC	CL0338476	GATE ARM REPAIRS	GATE ENTRANCE	546156-53904	\$1,638.60
001	3065	03/07/23	APTRONICS COMMUNICATION DEPOT, INC	CL0338483	ACCESS CARDS	Repairs & Maintenance	546156-53904	\$570.00
001	3066	03/07/23	ARLINGTON RIDGE GOLF CLUB	254	MARDI GRAS BAND 2/24/23	COFFEE TALK	549052-53948	\$1,050.00
001	3067	03/07/23	DEANS SERVICES	21177098	FEB 2023 PEST CONTROL	HEALTH CENTER	531170-53948	\$72.26
001	3067	03/07/23	DEANS SERVICES	21177099	FEB 2023 PEST CONTROL	SOCIAL CENTER	531170-53948	\$83.05
001	3067	03/07/23	DEANS SERVICES	21176825	FEB 2023 PEST CONTROL	OHARAS PUB	531170-53948	\$61.48
001	3067	03/07/23	DEANS SERVICES	21176826	FEB 2023 PEST CONTROL	FAIRFAX HALL	531170-53948	\$93.83
001	3067	03/07/23	DEANS SERVICES	21176827	FEB 2023 PEST CONTROL	VILLAGE ADMINISTRATION	531170-53948	\$29.12
001	3067	03/07/23	DEANS SERVICES	21188825	FEB 2023 PEST CONTROL	STORAGE TRAILER	531170-53948	\$58.30
001	3068	03/07/23	DEPARTMENT OF THE TREASURY	AR IRS 941	IRS 940 TAXES	Payroll Taxes	521004-51302	\$1,989.27
001	3069	03/07/23	FLORALAWN INC	17482	IRR INSPECTION / REPAIRS	Irrigation Repairs & Maintenance	546179-57221	\$1,351.51
001	3069	03/07/23	FLORALAWN INC	16721	IRR REPAIRS	Irrigation Repairs & Maintenance	546179-57221	\$270.00
001	3070	03/07/23	FLORIDA AQUA GROUP LLC	INV-000051	MARCH 2023 POOL MAINT	Pool Maintenance	531034-57258	\$5,700.00
001	3071	03/07/23	GLOBISER INC	2437	JANITORIAL SVCS / SUPPLIES FEB 2023	Janitorial Svcs	534349-53948	\$2,040.00
001	3071	03/07/23	GLOBISER INC	2437	JANITORIAL SVCS / SUPPLIES FEB 2023	Janitorial Supplies	534349-53948	\$357.51
001	3072	03/07/23	HOME DEPOT	021323-8496	MAINT SUPPLIES	Repairs & Maintenance	546156-57221	\$95.42
001	3073	03/07/23	LISA M SCHATTE	1131	GROUP FITNESS 2/11, 2/25/23	Fitness Instructors	534112-57258	\$120.00
001	3074	03/07/23	MMD COMPUTER CENTER INC	72993	PHONE LINE ISSUES	Information Technology	549942-53948	\$215.00
001	3074	03/07/23	MMD COMPUTER CENTER INC	73025	AUDIO REPAIRS	Information Technology	549942-53948	\$100.00
001	3074	03/07/23	MMD COMPUTER CENTER INC	73205	COMPUTER REPAIRS (EMAILS)	COMPUTER REPAIRS	549942-53948	\$315.00
001	3075	03/07/23	NANCY WALBURN	022423	ZUMBA CLASSES 2/2-2/24/23	ZUMBA CLASSES	534112-57258	\$210.00
001	3076	03/07/23	PEGASUS ENGINEERING	226436	ENGG SVCS THRU DEC 2022	Engineering Fees	531092-51302	\$6,000.00
001	3076	03/07/23	PEGASUS ENGINEERING	226433	ENGG SVCS THRU DEC 2022	Engineering Fees	531092-51302	\$7,343.95
001	3077	03/07/23	SOLITUDE LAKE MANAGEMENT	PSI-54061	MARCH 2023 PRESERVE/WETLAND MAINT	Pond/Littoral Shelf & Wetland Mgmt	546520-57221	\$1,700.00
001	3078	03/09/23	SIGNAL RESTORATION SERVICES LLC	40-2201-11629-1	RESTORATION SVCS 2/27-3/1 2023	Capital Projects	564104-53918	\$17,524.37
001	3079	03/09/23	INFRAMARK, LLC	90399	FEB 2023 MGMT FEES	Management Services	531093-51302	\$4,458.33
001	3079	03/09/23	INFRAMARK, LLC	90399	FEB 2023 MGMT FEES	Onsite Mgmt	534210-53948	\$22,235.17
001	3079	03/09/23	INFRAMARK, LLC	90399	FEB 2023 MGMT FEES	postage	541010-51302	\$29.79
001	3079	03/09/23	INFRAMARK, LLC	90399	FEB 2023 MGMT FEES	Repairs & Maintenance	546156-53948	\$1,336.38
001	3079	03/09/23	INFRAMARK, LLC	90399	FEB 2023 MGMT FEES	Repairs & Maintenance	546156-53948	\$875.40
001	3079	03/09/23	INFRAMARK, LLC	90399	FEB 2023 MGMT FEES	Accounts Receivable	115000	(\$25.00)
001	3080	03/17/23	ALLIED UNIVERSAL SECURITY SERVICES	13993094	FEB 2023 SEC SVCS	Contracts-Security Services	534037-53904	\$11,100.38
001	3081	03/17/23	GRAU AND ASSOCIATES	23471	Arbitrage	Miscellaneous Expenses	549999-51302	\$600.00
001	3082	03/17/23	KILINSKI VAN WYK, PLLC	5689	GEN COUNSEL THRU JAN 2023	Attorney Fees	531058-51302	\$9,568.89
001	3083	03/17/23	RALEX BUSINESS SERVICES, INC.	35161	XEROX - PRINTER/COPIER SUPPLIES	PRINTER / COPIER SUPPLIES	551002-53948	\$219.78
001	3087	03/29/23	ARLINGTON RIDGE GOLF CLUB	259	MARCH 08 2023 PEST CONTROL	COFFEE TALK	549052-53948	\$360.00
001	3088	03/29/23	DEANS SERVICES	21211178	PEST CONTROL	OHARAS PUB	531170-53948	\$61.48
001	3088	03/29/23	DEANS SERVICES	21211179	MARCH 2023 PEST CONTROL	FAIRFAX HALL	531170-53948	\$93.83
001	3088	03/29/23	DEANS SERVICES	21211180	MARCH 2023 PEST CONTROL	VILLAGE ADMINISTRATION	531170-53948	\$29.12
001	3088	03/29/23	DEANS SERVICES	21211467	MARCH 2023 PEST CONTROL	HEALTH CENTER	531170-53948	\$72.26
001	3088	03/29/23	DEANS SERVICES	21211468	MARCH 2023 PEST CONTROL	SOCIAL CENTER	531170-53948	\$83.05
001	3088	03/29/23	DEANS SERVICES	21223558	MARCH 2023 PEST CONTROL	STORAGE TRAILER	531170-53948	\$58.30

**ARLINGTON RIDGE**

Community Development District

**Payment Register by Fund  
For the Period from 3/1/23 to 3/31/23  
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	3089	03/29/23	DEL-AIR HEATING, AIR CONDITIONING	HS-000565929	COMMERICAL DIAGNOSTIC AND LABOR	NEW HVAC SYSTEM	546156-53904	\$169.00
001	3090	03/29/23	DYNAFIRE INC	SO128868	QRTRLY SPRINKLER TEST & INSPECTION	Fire alarm & sprinkler test inspections	546156-57245	\$109.10
001	3091	03/29/23	FIELDS CONSULTING GROUP LLC	3009	UPDATING POOL SIGNS	new updated pool signs	546156-53948	\$1,525.00
001	3091	03/29/23	FIELDS CONSULTING GROUP LLC	3043	INSTALL SIGNS	Rv Lot signage	546156-53948	\$750.00
001	3092	03/29/23	FITNESS SERVICES OF FLORIDA INC	26715	BI-MONTHLY PM INSPECTION	Repairs & Maintenance	546156-57258	\$767.22
001	3092	03/29/23	FITNESS SERVICES OF FLORIDA INC	26727	PREVENTATIVE MAINT MARCH 2023	Bi-Monthly PM inspection	546156-57258	\$290.00
001	3093	03/29/23	FLORALAWN INC	17303	MARCH 2023 LANDSCAPE MAINT	Landscape Maintenance	546300-57221	\$16,533.80
001	3093	03/29/23	FLORALAWN INC	17303	MARCH 2023 LANDSCAPE MAINT	Irrigation Repairs & Maintenance	546179-57221	\$2,233.10
001	3093	03/29/23	FLORALAWN INC	17303	MARCH 2023 LANDSCAPE MAINT	Landscape Maintenance	546300-57221	\$6,513.10
001	3093	03/29/23	FLORALAWN INC	17303	MARCH 2023 LANDSCAPE MAINT	Landscape Maintenance	546300-57221	\$375.00
001	3093	03/29/23	FLORALAWN INC	17303	MARCH 2023 LANDSCAPE MAINT	Landscape Maintenance	546300-57221	\$262.00
001	3093	03/29/23	FLORALAWN INC	16771	POTTING SOIL FOR ENTRANCE FLOWERS	Landscape Replacement	546338-57221	\$340.00
001	3094	03/29/23	HOME DEPOT	031323-8496	MAINTENANCE SUPPLIES	Repairs & Maintenance	546156-57221	\$120.89
001	3095	03/29/23	KILINSKI VAN WYK, PLLC	6159	GEN COUNSEL THRU FEB 2023	Attorney Fees	531058-51302	\$8,650.75
001	3096	03/29/23	LISA M SCHATTE	1132	GROUP FITNESS 3/4 AND 11/23	Fitness Instructors	534112-57258	\$80.00
001	3097	03/29/23	MMD COMPUTER CENTER INC	73599	STATIC IP REPAIR	COMPUTER REPAIRS	549942-53948	\$115.00
001	3097	03/29/23	MMD COMPUTER CENTER INC	73847	COMPUTER REPAIRS (EMAILS)	COMPUTER REPAIRS	551015-53948	\$315.00
001	3098	03/29/23	SIGNAL RESTORATION SERVICES LLC	40-2202-116291-R1	SERVICE RENDERED SEP 7-14 2023	Transfer Out - Capital Project	591035-58150	\$2,654.67
001	3099	03/29/23	INFRAMARK, LLC	91789	MARCH 2023 MGMT FEES	Management Services	531093-51302	\$4,458.33
001	3099	03/29/23	INFRAMARK, LLC	91789	MARCH 2023 MGMT FEES	Onsite Management	534210-53948	\$22,235.17
001	3099	03/29/23	INFRAMARK, LLC	91789	MARCH 2023 MGMT FEES	Postage	541010-51302	\$24.60
001	3099	03/29/23	INFRAMARK, LLC	91789	MARCH 2023 MGMT FEES	Miscellaneous Expenses	549999-53948	\$1,293.00
001	3099	03/29/23	INFRAMARK, LLC	91789	MARCH 2023 MGMT FEES	Miscellaneous Expenses	549999-53948	(\$25.00)
001	3100	03/31/23	ARLINGTON RIDGE GOLF CLUB	INV12312022	WATER METER CHARGES OCT-NOV-DEC	SHARED METER CHARGES	543021-57221	\$1,451.59
001	DD1109	03/03/23	THE CITY OF LEESBURG	020923 ACH	BILL PRD 1/4-2/1/23	Utility - Water & Sewer	543021-53904	\$42.97
001	DD1109	03/03/23	THE CITY OF LEESBURG	020923 ACH	BILL PRD 1/4-2/1/23	Utility - Water & Sewer	543021-53948	\$144.32
001	DD1109	03/03/23	THE CITY OF LEESBURG	020923 ACH	BILL PRD 1/4-2/1/23	Utility - Water & Sewer	543021-57221	\$245.76
001	DD1109	03/03/23	THE CITY OF LEESBURG	020923 ACH	BILL PRD 1/4-2/1/23	Utility - Water & Sewer	543021-57245	\$111.22
001	DD1109	03/03/23	THE CITY OF LEESBURG	020923 ACH	BILL PRD 1/4-2/1/23	Utility - Water & Sewer	543021-57258	\$1,451.29
001	DD1109	03/03/23	THE CITY OF LEESBURG	020923 ACH	BILL PRD 1/4-2/1/23	Utility - Water & Sewer	543021-57259	\$220.11
001	DD1110	03/03/23	THE CITY OF LEESBURG	020323 ACH	BILL PRD 1/4-2/1/23	Due from Golf	133517	\$4,531.01
001	DD1112	03/03/23	JAMES M PERSALL - PAYROLL - ACH	021623-BP	BOARD PAY 2/16/23	P/R-Board of Supervisors	511001-51302	\$200.00
001	DD1115	03/21/23	DUKE ENERGY	032123 ACH	DUKE ENERGY 1/29/2023-2/24/2023	Due from Golf	133517-57221	\$3,211.07
001	DD1115	03/21/23	DUKE ENERGY	032123 ACH	DUKE ENERGY 1/29/2023-2/24/2023	Utility - Electric	543041-53904	\$166.52
001	DD1115	03/21/23	DUKE ENERGY	032123 ACH	DUKE ENERGY 1/29/2023-2/24/2023	Utility - Electric	543041-53948	\$193.58
001	DD1115	03/21/23	DUKE ENERGY	032123 ACH	DUKE ENERGY 1/29/2023-2/24/2023	Utility - Electric	543041-57221	\$178.85
001	DD1115	03/21/23	DUKE ENERGY	032123 ACH	DUKE ENERGY 1/29/2023-2/24/2023	Utility - Electric	543041-57245	\$1,303.89
001	DD1115	03/21/23	DUKE ENERGY	032123 ACH	DUKE ENERGY 1/29/2023-2/24/2023	Utility - Electric	543041-57255	\$412.28
001	DD1115	03/21/23	DUKE ENERGY	032123 ACH	DUKE ENERGY 1/29/2023-2/24/2023	Utility - Electric	543041-57258	\$4,019.40
001	DD1115	03/21/23	DUKE ENERGY	032123 ACH	DUKE ENERGY 1/29/2023-2/24/2023	Utility - Electric	543041-57259	\$618.06
001	DD1115	03/21/23	DUKE ENERGY	032123 ACH	DUKE ENERGY 1/29/2023-2/24/2023	Street Lights	543057-53904	\$8,362.43
001	DD1116	03/31/23	JAMES M PERSALL - PAYROLL - ACH	031623	BOARD PAY 3/16/23	P/R-Board of Supervisors	511001-51302	\$200.00
001	DD1117	03/25/23	SECO ENERGY	030823 ACH	BILL PRD 2/6-3/8/23	Electric gate house	543041-53904	\$39.00
001	DD1117	03/25/23	SECO ENERGY	030823 ACH	BILL PRD 2/6-3/8/23	Common area lights	543057-53904	\$1,033.84
001	3084	03/23/23	ROBERT A. HOOVER	PAYROLL	March 23, 2023 Payroll Posting			\$184.70
001	3085	03/23/23	TED O. KOSTICH	PAYROLL	March 23, 2023 Payroll Posting			\$159.70
001	DD1113	03/23/23	WILLIAM V. MIDDLEMISS	PAYROLL	March 23, 2023 Payroll Posting			\$184.70
001	DD1114	03/23/23	CLAIRE I. MURPHY	PAYROLL	March 23, 2023 Payroll Posting			\$184.70
							<b>Fund Total</b>	<b>\$204,222.65</b>

**ARLINGTON RIDGE**

Community Development District

**Payment Register by Fund  
For the Period from 3/1/23 to 3/31/23  
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b><u>SERIES 2006A DEBT SERVICE FUND - 201</u></b>								
201	3086	03/29/23	ARLINGTON RIDGE CDD C/O US BANK	0321023-2006A	TRANSFER TAX COLLECTION SERIES 2006A	Cash with Fiscal Agent	103000	\$18,166.53
							<b>Fund Total</b>	<b>\$18,166.53</b>
<b><u>SERIES 2019 DEBT SERVICE FUND - 202</u></b>								
202	3086	03/29/23	ARLINGTON RIDGE CDD C/O US BANK	0321023-2019	TRANSFER TAX COLLECTION SERIES 2019	Cash with Fiscal Agent	103000	\$5,027.41
							<b>Fund Total</b>	<b>\$5,027.41</b>
							<b>Total Checks Paid</b>	<b>\$227,416.59</b>