

**ARLINGTON RIDGE  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA PACKAGE  
DECEMBER 15, 2022**

**Participation via Zoom:**

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

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

# Arlington Ridge Community Development District

## Board of Supervisors

Bill Middlemiss, Chair  
Claire Murphy, Vice-Chair  
Robert Hoover, Assistant Secretary  
Ted Kostich, Assistant Secretary  
James Piersall, Assistant Secretary

## Staff:

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

## Meeting Agenda

Thursday, December 15, 2022 – 2:00 p.m.

1. **Call to Order and Roll Call**
2. **Pledge of Allegiance**
3. **Audience Comments on Agenda Items – Three- (3) Minute Time Limit**
4. **Administrative Matters**
  - A. Oath of Office for Mr. Kostich, Mr. Hoover, and Mr. Middlemiss
  - B. Resolution 2023-04, Designation of Officers of the District..... Page 4
5. **Staff Reports**
  - A. District Counsel
  - B. District Engineer
    - i. GEC Report on Hole #6 Depression ..... Page 8
  - C. District Manager
    - i. Discussion of Holding a Workshop
    - ii. Discussion of Groups
      - a. Pickle Ball
      - b. Trivia Group
      - c. Garden Club
    - iii. Discussion of Indigo Contract ..... Page 19
      - a. Update Points of Contact/Review Section 4.2 (a)
      - b. Discussion of Restaurant Deficit
  - D. Field Manager
    - i. Update on HVAC Work with Del Air
    - ii. Monthly Report..... Page 57
    - iii. Field Proposals
      - a. Floralawn #4467 Holiday Color Proposal..... Page 93
      - b. Floralawn #4481 Removal of Dead Pine Tree..... Page 96
      - c. USA Seal & Stripe Proposal ..... Page 100
  - E. General Manager: Golf, Food & Beverage..... Page 102
6. **Business Items**
  - A. Discussion of RV Lot Revenue
  - B. Discussion of Softball Team..... Page 108
  - C. Ratification of Pressure and Flow LLC #1545 ..... Page 111
  - D. Discussion of Garden Club Request ..... Page 113
7. **Consent Agenda**
  - A. Minutes from the Regular Meetings on November 17, 2022 ..... Page 117
  - B. Financial Statements ..... Page 133
  - C. Invoices and Check Register ..... Page 165
  - D. Assigning Roof Monies
8. **Other Business**
9. **Supervisor Requests**
10. **Audience Comments – Three- (3) Minute Time Limit**
11. **Adjournment**

*The next meeting is scheduled for Thursday, January 19, 2022*

### 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**

## **Administrative Matters**

# **Subsection 4B**

## **Resolution 2023-04**

**RESOLUTION 2023-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

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

**Section 1.** \_\_\_\_\_ is elected Chairman.

**Section 2.** \_\_\_\_\_ is elected Vice-Chairman.

**Section 3.** Angel Montagna is elected Secretary.

**Section 4.** \_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.

**Section 5.** Stephen Bloom is elected Treasurer.

**Section 6.** Angel Montagna is elected Assistant Treasurer.

**Section 7.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 15th day of December, 2022.

**ATTEST:**

**ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice-Chairman

# **Section 5**

## **Staff Reports**

**Subsection 5B**

**District Engineer**

# **Subsection 5Bi**

## **GEC Report**

## TECHNICAL MEMORANDUM

Date: December 8, 2022

From: Daniel C. Stanfill, P.E. - GEC  
Ryan J. Petersen, E.I. - GEC

To: Mr. David Hamstra, P.E.  
Stormwater Department Manager  
Pegasus Engineering, LLC.

Subject: **ARLINGTON RIDGE CDD**  
**Hole No. 6 Depression**  
Lake County, Florida  
GEC Project No. 5178G

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Geotechnical and Environmental Consultants, Inc. (GEC) is pleased to present the results of our subsurface exploration for the Arlington Ridge CDD Hole No. 6 Depression project. The purpose of this exploration was to evaluate the potential cause of a depression that developed in the fairway on Hole No. 6 and provide geotechnical engineering recommendations for remediation of the depression.

### **Project Overview**

The project site includes a depression that occurred in the fairway of Hole No. 6 at the Arlington Ridge CDD golf course in Leesburg, Lake County, Florida. We understand a small, circular subsidence measuring approximately 5 to 6 feet in diameter and 1 to 2 feet in depth developed after Hurricane Ian in September 2022 as depicted on the attached **Figure 1**.

### **Central Florida Geology**

Central Florida geology is defined by the nature and relationship of three sedimentary layers. The deepest layer is cavernous limestone known as the Floridan aquifer (Floridan). The Floridan is overlain by the clayey sand to sandy clay of the Hawthorn Group (Hawthorn). The Hawthorn is in turn overlain by a surface layer of sand, which comprises the water table aquifer.

Central Florida geology is classified as “karst” or sinkhole-prone. Where the Hawthorn is absent, water and sand can flow downward to cavities within the Floridan aquifer, like sand through an hourglass, recharging the Floridan aquifer, and sometimes causing the formation of surface depressions, or sinkholes. This process of subsurface erosion caused by recharge is known as raveling. Thus, areas of groundwater recharge to the Floridan aquifer are more likely to experience sinkhole activity.

It is common geotechnical practice in Central Florida to assess sinkhole risk at a site based on published geology and recent sinkhole history. Based on our review of the U.S. Geological Survey Map entitled Recharge and Discharge Areas of the Floridan Aquifer in the St. Johns River Water Management District and Vicinity, Florida, 1984, the project site lies in an area of high recharge and, therefore, we can conclude based solely on this data that it also lies in an area where the relative risk of sinkhole formation is high compared to the overall risk across Central Florida.

Further evaluation can be made by performing deep soil borings. The purpose of the borings is to explore the Hawthorn and overlying sands for indicators of sinkhole activity, including extensive zones of loose, raveled soil and losses of drilling fluid circulation.

### **Field Investigation Program and Description of Subsurface Conditions**

GEC conducted Phase I of our scope one November 17, 2022. Phase I included manual probing, and Ground Penetrating Radar (GPR). The manual probing conducted in this phase identified very loose soils to within the depression and an approximate distance of 2 feet beyond the perimeter. The GPR scans performed around the depression identified the loose sand profile within the depression footprint but no indicators that the feature impacted soils beyond the surface depression. An example GPR Linescan is attached as **Figure 2**.

The locations of the field activities are depicted on **Figure 1**. A description of the field exploration methods used for this investigation included as an attachment to this Memorandum.

### **Conclusions and Recommendations**

Based on the results of our field investigations it is GEC’s opinion that the depression is associated with a minor sinkhole feature. This minor sinkhole feature was likely caused by settlement within the Hawthorn and likely does not extend to the Floridan Aquifer. Typical indicators of more significant sinkhole activity, including extensive zones of loose, raveled soil were not identified from our phase 1 investigation program.

Very loose soils are present to a depth of approximately 6 feet and appear to be isolated to 2 feet past the limits of the sinkhole feature.

It is recommended that the very loose soils within an area of 10-ft by 10-ft, centered on the depression, be remediated to reduce future settlement of the pavement in this area and allow reconstruction of the golf course. The following remediation alternatives are presented for your consideration:

- **Alternative 1:** Excavate an area of 10-feet by 10-feet centered on the depression to a depth of 6 feet and recompact the placed fill to a minimum of 95% of the backfill materials modified proctor maximum dry density. Flowable fill meeting the minimum requirements of Section 121 of the FDOT Standard Specifications for Road and Bridge Construction may be utilized as an alternative for compacted fill where site restraints prevent compaction of backfill. Due to horizontal space limitations and the vertical cut depth of 10 feet, temporary shoring may be required to support the excavation. The materials encountered on site would classify as Type C per OSHA standards.
- **Alternative 2:** The vertical depth of the cut and replacement, as presented in Alternative 1, can be limited to a depth of 4 feet to allow for removal of the most raveled soils encountered. If the depth of cut is limited to 4 feet, some minor settlement may occur over time from the remaining loose soils from a depth of 4 to 10 feet and future maintenance of the golf course may be required.

This area should be continued to be monitored after the repair. If any additional settlement or sinkhole activity is noted GEC should be retained to reevaluate the findings of our phase 1 investigation and potentially conduct a phase 2 investigation.

### **Closing**

GEC appreciates the opportunity to work with Pegasus and Arlington Ridge CDD on this project. Should there be any questions regarding the contents of this report, or if we may be of further assistance, please do not hesitate to contact us.

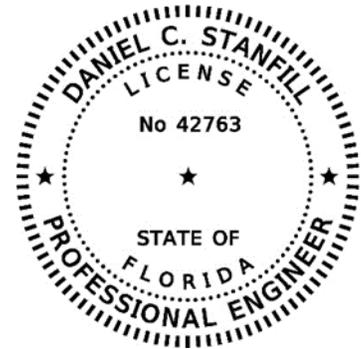
Very truly yours,

GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.  
919 Lake Baldwin Lane  
Orlando, Florida 32814



Ryan J. Petersen, E.I.  
Engineer Intern

Daniel C Stanfill, P.E.  
Geotechnical Services Manager  
Florida License No. 42763



This document has been digitally signed and sealed by Daniel C. Stanfill, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

# FIGURES

<b>Client Name:</b> Pegasus Engineering	<b>Project Name:</b> Arlington Ridge CDD; Hole No. 6 Depression	<b>Project Location:</b> Lake County, Florida	<b>GEC Project No.:</b> 5178G
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**Figure:**  
1

Not to Scale

**Description:**

Google Earth image depicting the approximate location of the sinkhole and GPR Linescan Locations.



Approximate GPR Linescan Locations

Approximate Sinkhole Location

136 ft

Google Earth



**Client Name:**  
Pegasus Engineering

**Project Name:**  
Arlington Ridge CDD; Hole No. 6 Depression

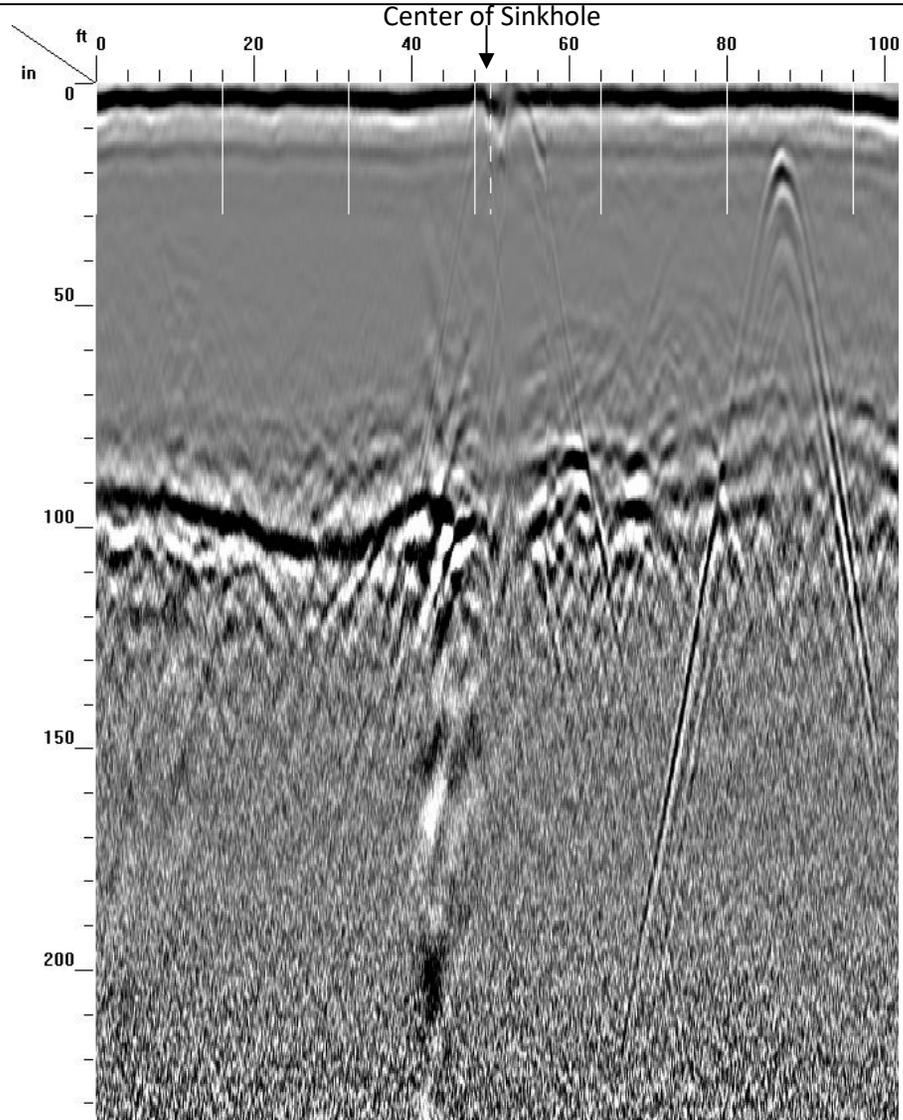
**Project Location:**  
Lake County, Florida

**GEC Project No.:**  
5178G

**Figure:**  
2

**Description:**

Example west to  
east Linescan over  
the center of the  
sinkhole.



# **FIELD EXPLORATION METHODS**

## **A. FIELD EXPLORATION METHODS**

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### **A.1 Manual Probes**

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Manual probes were performed by pushing a slender metal rod into the surficial soil and evaluating the relative resistance of the soil to manual penetration. Highly raveled or loose soils, are characteristically very soft and will easily yield to the manual probe. Manual probes, however, cannot detect raveled loose soils layers which are present beneath layers of sand or dense soils which cannot be penetrated by the probe. No soil samples are obtained for visual examination or laboratory testing when using this exploratory technique. The soil type being penetrated is inferred solely by evaluating the relative resistance of the soil to penetration.

### ***A.2 Ground Penetrating Radar (GPR) Survey***

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The GPR system provides a real-time graphic record of subsurface features without disturbing the materials being explored. The radar system is composed of a transmitting/receiving antenna and a microprocessor control unit with a hard disk drive for storage of data. As the radar antenna is pulled/driven along the road surface, radar pulses are transmitted downward into the underlying soil. These pulses are reflected back to the antenna from interfaces between materials with significantly different electrical properties (dielectric contrasts), such as clay and sand. A continuous stream of these reflective waveforms is processed by the control unit and instantaneously sent to the control unit monitor. A subsurface profile, referred to as a "linescan", is developed as the reflected waveforms are displayed on the monitor. Field data (linescan records) are viewed in 2-D on the control unit monitor.

The effectiveness of a GPR study is generally limited by the penetration depth of the radar signal. The maximum penetration depth of the radar pulse is determined by the limitations of the radar equipment and by propagation losses in the medium being probed. Generally, highly conductive materials, such as clay, allow signal penetration to a depth of only a few inches, and low conductive materials, such as dry sands, allow much greater penetration depths (more than 10 feet below ground surface). Actual signal penetration depths are typically between these two extremes (equipment limitations and radar pulse propagation) and are dependent on the underlying soil and groundwater conditions within the study area.

**Subsection 5C**

**District Manager**

**Subsection 5Ciii**

**Indigo 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 Elmore  
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>

**EXHIBIT C**

**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 ~~decide 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.

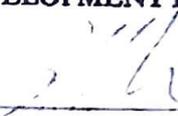
4. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Amendment.

**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.

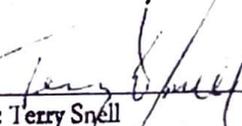
4. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Amendment.

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

**OWNER:**

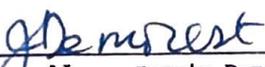
**ARLINGTON RIDGE COMMUNITY  
DEVELOPMENT DISTRICT**

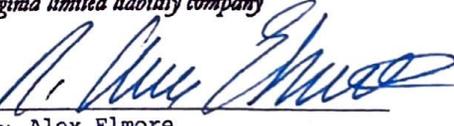
  
\_\_\_\_\_  
Secretary

By:   
\_\_\_\_\_  
Name: Terry Snell  
Title: Chairman, Board of Supervisors

**MANAGER:**

**ANTARES GOLF, LLC,**  
*a Virginia limited liability company*

  
\_\_\_\_\_  
Witness Name: Jessie Demorest

By:   
\_\_\_\_\_  
Name: Alex Elmore  
Title: President

  
\_\_\_\_\_  
Witness Name: Jessie Demorest

By:   
\_\_\_\_\_  
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 5D**

## **Field Manager**

**Subsection 5Dii**

**Monthly Report**

# **DECEMBER FIELD INSPECTION 2022**

**Arlington Ridge CDD**

**Friday, December 2, 2022**

**Prepared For Board Of Supervisors**

**41 Items Identified**



**Item 1**

Assigned To Inframark Field Staff  
Replace ballast for message room in  
Lexington spa.



**Item 2**

Assigned To Inframark Field Staff  
Remove Couch and trash can from  
reception area of Lexington Spa.



**Item 3**

Assigned To Inframark Field Staff  
Clean light cover and replace lights  
for storage room in Lexington Spa.



**Item 4**

Assigned To Inframark Field Staff  
Remove paint tape from top of  
building at Lexington Spa.



**Item 5**

Assigned To Inframark Field Staff  
Repaint bottom part of Lexington  
Spa Building.



**Item 6**

Assigned To Inframark Field Staff  
Replace shower head for shower  
next to lap pool.



**Item 7**

Assigned To Inframark Field Staff  
Pressure wash column near jacuzzi area.



**Item 8**

Assigned To Inframark Field Staff  
Pressure wash sidewalk area near jacuzzi area.



**Item 9**

Assigned To Floralawn

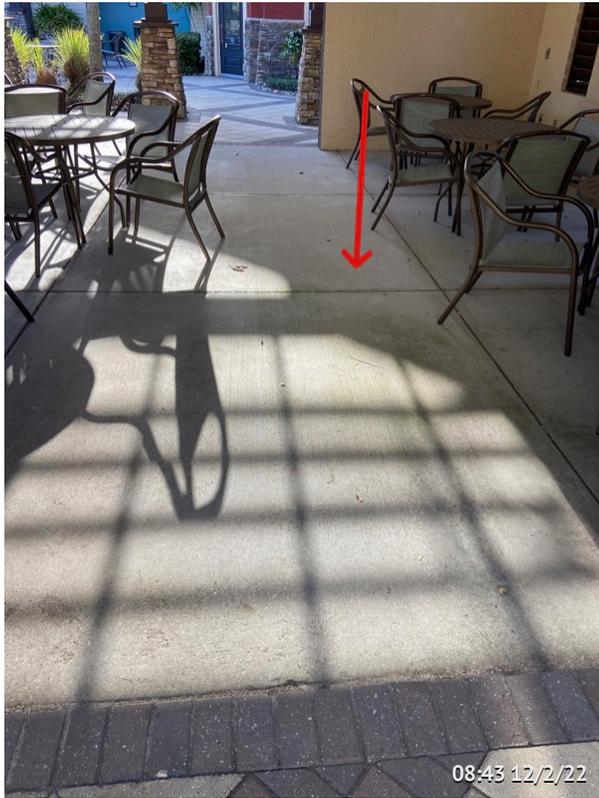
Remove branch that to close to roof by pool area.



**Item 10**

Assigned To Floralawn

Trim down branch so it won't touch roof near pool area.



**Item 11**

Assigned To Inframark Field Staff  
Pressure wash under cabana near pool area.



**Item 12**

Assigned To Floralawn  
Please remove all weeds from back of Fairfax Hall.



**Item 13**

Assigned To Floralawn  
Remove weeds and vine attached on gutter near Cart Barn.



**Item 14**

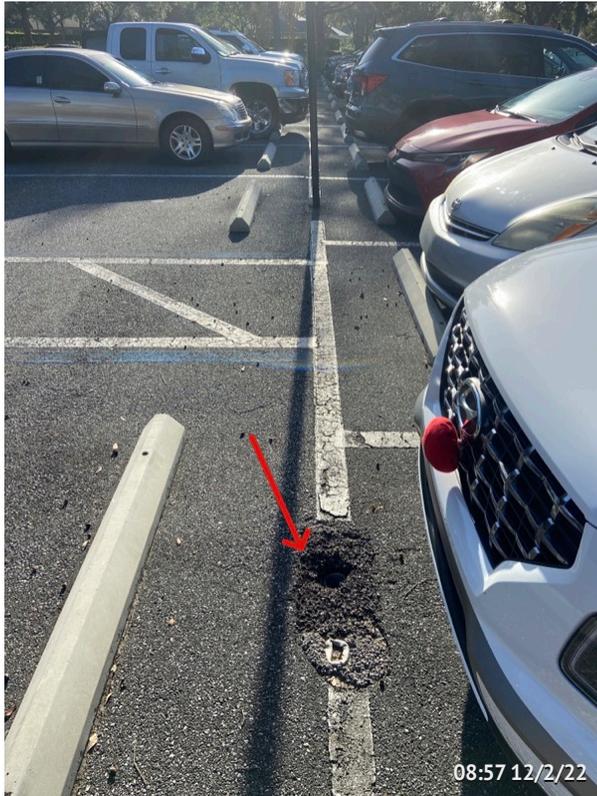
Assigned To Floralawn  
Remove all weeds near roundabout of Cart Barn.



**Item 15**

Assigned To Floralawn

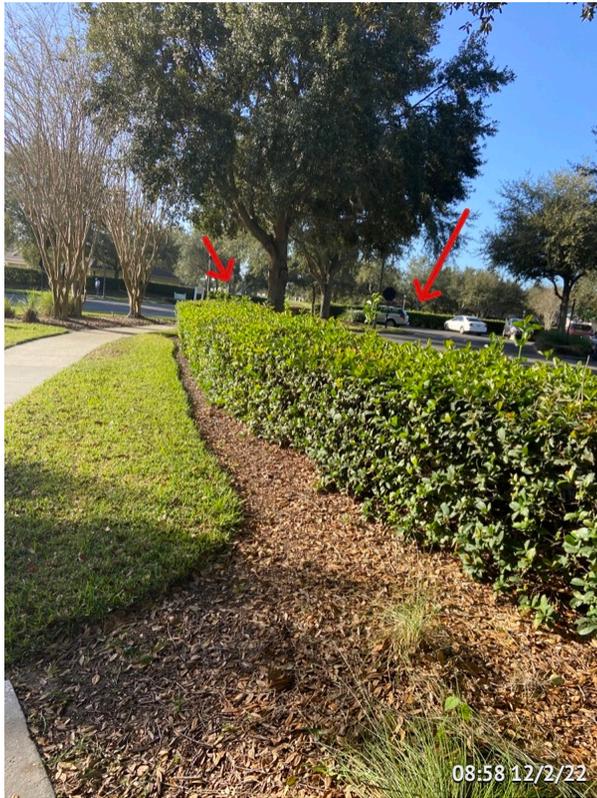
Pick up debris near walk towards pro shop.



**Item 16**

Assigned To Inframark Field Staff

Install handicap sign for parking spot.



**Item 17**

Assigned To Floralawn  
Trim down bushes near admin building.



**Item 18**

Assigned To Floralawn  
Remove all weeds from pavers near sales center.



**Item 19**

Assigned To Inframark Field Staff  
Pressure wash side walk near sales center.



**Item 20**

Assigned To Floralawn  
Trim down plants on front entrance of sales center.



**Item 21**

Assigned To Floralawn  
Trim bushes for a walk way for pool saver near pool area.



**Item 22**

Assigned To Inframark Field Staff  
Pressure wash benches on greens.



**Item 23**

Assigned To Inframark Field Staff  
Replace and install new tv and  
shelve for admin office.



**Item 24**

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



**Item 25**

Assigned To Inframark Field Staff  
Place all Christmas bins back on shelves of backstage area of Fairfax Hall.



**Item 26**

Assigned To Floralawn  
Trim down vines on Arlington Ridge Blvd.



**Item 27**

Assigned To Floralawn  
Remove weeds from tree bed on  
Arlington Ridge Blvd.



**Item 28**

Assigned To Floralawn  
Trim down bushes on Arlington  
Ridge Blvd and Roanoke Dr.



**Item 29**

Assigned To Floralawn  
Trim Down vines on Arlington Ridge Blvd and Roanoke Dr.



**Item 30**

Assigned To Floralawn  
Remove weeds from bed on Arlington Ridge Blvd.



**Item 31**

Assigned To Floralawn  
Trim down bushes near guard shack  
on Arlington Ridge Blvd.



**Item 32**

Assigned To Floralawn  
Remove weeds from bed on  
Arlington Ridge Blvd.



**Item 33**

Assigned To Inframark Field Staff  
Remove sales center sign near front entrance.



**Item 34**

Assigned To Inframark Field Staff  
Pick up trash near front entrance on  
Arlington Ridge Blvd.



**Item 35**

Assigned To Floralawn

Trim down bushes near lake.



**Item 36**

Assigned To Floralawn

Remove weeds on Roanoke Dr.



**Item 37**

Assigned To Inframark Field Staff  
Pressure wash side by bocce ball court.



**Item 38**

Assigned To Floralawn  
Trim down bushes near tennis court.



**Item 39**

Assigned To Floralawn  
Mow down grass near trailers.



**Item 40**

Assigned To FloraLawn  
Pick up trash bags filled with trash  
near trailers.



**Item 41**

Assigned To Inframark Field Staff  
Replace rope with new ropes for parking at Rv lot.



**Chris Semko**  
**Branch Manager**  
**December 5, 2022**

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

1. N/A
2. N/A
3. N/A
4. N/A
5. N/A
6. N/A
7. N/A
8. N/A
9. Palm branch will be removed. In the month of December
10. No problem will do. In the month of December.
11. N/A
12. This will be removed. This week
13. Again Floralawn does NOT maintain the cart barn. That has always been done by the golf course.
14. Not sure this is our area either but we will address if it is ours.
15. We will pick up
16. N/A
17. Normal trimming rotation. Will be rotated this month.
18. Pavers will be treated for weeds.
19. N/A
20. We will trim this down.
21. We will take care of.
22. N/A
23. N/A
24. N/A
25. N/A
26. Normal trimming rotation. Will be rotated this month.
27. No problem we will address the weeds
28. Normal trimming rotation. Will be rotated this month.
29. Normal trimming rotation. Will be rotated this month.
30. Weeds will be treated
31. Normal trimming rotation. Will be rotated this month.
32. Weeds will be treated
33. N/A
34. N/A
35. Normal trimming rotation. Will be rotated this month.
36. Weeds will be treated
37. N/A



38. Normal trimming rotation. Will be rotated this month.

39. We don't mind helping but isn't this golf course responsibility

40. We don't mind helping but isn't this golf course responsibility

41. N/A



# Arlington Ridge CDD Clock A November 2022 Inspection powered by CityLink Network®

Date: Nov 03, 2022 10:07 am  
 Inspector: Carson Toepel

	Arlington Ridge CDD
	Arlington Ridge Boulevard
	Leesburg
	Florida
	34748

	Clock A
	12
	76848


	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										





# Arlington Ridge CDD Clock B November 2022 Inspection powered by CitrusLink Network®

Date: Nov 03, 2022 10:38 am  
 Inspector: Cody Averitt

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

Site	
	Clock b
	17
	76849

Site	

	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			2							
30	Rotors	Pass										
31	Rotors	Pass			1							
32	Rotors	Pass										
33		Pass										
34		Pass										
35		Pass										



# Arlington Ridge CDD Clock C November 2022 Inspection powered by CitrusLink Network®

Date: Nov 03, 2022 10:58 am  
 Inspector: Cody Averitt

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

Site	
	Clock C cross from Ranoake
	17
	62312

Site	

	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	4		1							
26	Crusando la Calle frente al clock	Pass	2									
27	Roanoke lado izquierdo sprays	Pass										
28	Dos puntas lado derecho del boulevard	Pass			2							
29	Frente al clock Rotors	Pass							1			
30	Sprays and Rotors zone 30 lado park	Pass										
31	Isla en medio sprays	Pass										
32		Pass										
33		Pass										
34		Pass										
35		Pass										



# Arlington Ridge CDD Clock D November 2022 Inspection powered by CitrusLink Network®

Date: Nov 03, 2022 12:06 pm  
 Inspector: Cody Averitt

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

Site	
	Clock D
	24
	62313

Site	

	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		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	1									
22	Sprays	Pass	1		1							
23	Parking lot / sprays	Pass										
24	Middle idle/ Sparys and rotters	Pass										
25		Pass										
26	Rotters	Pass										
27		Pass										
28		Pass										
29	Bubbles one flex broken	Pass							1			
broken bubbler												
30		Pass										
31		Pass										
32	Rotters and sprays	Pass										
33		Pass										
34		Pass										
35		Pass										
36		Pass										
37		Pass										
38		Pass										
39		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
40		Pass										
41	Sprays 1 flex	Pass	1		2							
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										

# Lawn & Ornamental Report

Contractor: Floralawn Inc.      Property: Arlington Ridge      Date: 11 / 29 / 22

Applicator Information:  
Name - Cory Somerset

Turf Application

Scheduled Application

I.D. Card # - JE204995

Ornamental Application

Service Call

### Turf Application Information

### Ornamental Application Information

Fertilization	Weed Control	Disease & Insect	Fertilization	Disease & Insect
Liquid: <input type="checkbox"/> Granular: <input checked="" type="checkbox"/> 1) Analysis: <u>9-0-20</u> Application Rate: <u>5 lbs</u> <small>(lbs. N / 1000 Sq. Ft.)</small> Area(s) Treated: <u>Cdd</u>  2) Analysis: _____ Application Rate: _____ <small>(lbs. N / 1000 Sq. Ft.)</small> Area(s) Treated: _____  Report Item #(s): _____	Liquid: <input checked="" type="checkbox"/> Herbicide(s) Used: 1) <u>Mansion</u> 2) <u>Lontrel</u> Area(s) Treated: <u>Cdd</u>  Granular: Herbicide Used: 1) _____ Area(s) Treated: _____  Report Item #(s): _____	Fungicide / Insecticide Used: 1) <u>T-storm</u> Target Pest: <u>Fungus</u> Area(s) Treated: <u>Cdd</u>  2) _____ Target Pest: _____ Area(s) Treated: _____  Report Item #(s): _____	Liquid: <input checked="" type="checkbox"/> Granular: <input type="checkbox"/> 1) Analysis: <u>20-20-20</u> Palms: _____ Annuals: <input type="checkbox"/> Plants: <u>All</u> Selected <input type="checkbox"/> 2) Analysis: <u>Sales center</u> Palms: _____ Annuals: <input type="checkbox"/> Plants: All <input type="checkbox"/> Selected <input type="checkbox"/> Report Item #(s): _____	Fungicide / Insecticide Used: 1) <u>T-storm</u> Target Pest: <u>Fungus</u> Plants(s) Treated: <u>Sales center</u> 2) _____ Target Pest: _____ Plants(s) Treated: _____ 3) _____ Target Pest: _____ Plants(s) Treated: _____  Report Item #(s): _____

Comments & Observations:

  
Technician's Signature

  
Manager's Signature:

# **Subsection 5Diii**

## **Proposals**

**Subsection 5Diiia**

**Floralawn #4467**



**Proposal**

**Date: 11/29/2022**

**WO #4467**

**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

**Holiday color/Annuals and Poinsettia Pricing**

Holiday color options:

-(1,800) annuals installed at front entrance

Poinsettia Pricing Options: (Limited availability need to know quickly)

-(1) 6.5' pot Poinsettia

**Holiday Color**

**Bed Prep, Plant Installation, and Mulching**

Items	Quantity	Unit	Unit Price	Price
Annuals Winter	1,800.00	4" Pots	\$1.50	\$2,700.00
Red Poinsettias 6.5"	1.00	4" Pots	\$15.39	\$15.39

**Bed Prep, Plant Installation, and Mulching: \$2,715.39**

**Irrigation Repair and Modification**

Irrigation work could be +/-20% of total cost.

Items	Quantity	Unit	Unit Price	Price
Labor - Enhancement Floralawn 1	0.00	Hr	\$0.00	\$0.00

**PROJECT TOTAL: \$2,715.39**

**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: ----- (\$2,715.39), with payments to be made as follows: 50% deposit to begin job with the balance due upon completion.

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

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

**Chris Semko**

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

11/29/2022

**Floralawn**

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

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

**Arlington Ridge CDD**

**Subsection 5Diiib**

**Floralawn #4481**



## Proposal

Date: 11/30/2022

Work Order #4481

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

## Remove Dead Pine Tree

Proposal to Remove dead pine Tree:

- (1) remove dead pine tree
- labor and dump fees





**Remove Dead Tree**

**Bed Prep, Plant Installation, and Mulching**

<b>Items</b>	<b>Quantity</b>	<b>Unit</b>
Disposal	0.25	ea

**Irrigation Repair and Modification**

Irrigation work could be +/-20% of total cost.

---

**PROJECT TOTAL:           \$395.00**

**Terms & Conditions**

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

We hereby propose to furnish labor and materials, complete in accordance with the above specifications for the sum of: ----- (\$395.00), with payments to be made as follows: 50% deposit to begin job with the balance due upon completion.

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

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

**Chris Semko**

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

11/30/2022

**Floralawn**

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

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

**Arlington Ridge CDD**

**Subsection 5Diic**

**USA Seal & Stripe**



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 5E**

## **General Manager's Report**



## November 2022 General Manager Report

The new budget year has gotten off to a good start and the team has been working hard as we head into peak season. We are pleased that several new team members have been hired in F&B and Maintenance and we are getting closer to being fully staffed.

Through the first two months of the year revenue and bottom line performance in Golf and the Restaurant are ahead of budget and previous year (See summary below). This trend has continued into December and with a busy event schedule and favorable weather to start the month, we expect positive results.

<b>Golf Operations Financial Summary</b>										
<b>November</b>					<b>YTD</b>					
Actual	Budget	Budget Variance	Last Year	Last Year Variance		Actual	Budget	Budget Variance	Last Year	Last Year Variance
4,038	3,533	505	3,777	261	Rounds	8,574	6,985	1,589	7,544	1,030
140,172	138,464	1,708	131,782	8,390	Revenue	266,284	255,671	10,613	233,939	32,344
13,124	12,074	1,050	12,775	349	Cost of Sales	19,694	17,212	2,481	15,238	4,455
5,736	7,671	(1,935)	5,971	(236)	Labor	12,940	15,210	(2,271)	10,228	2,711
59,606	47,477	12,129	56,347	3,259	Operational Expenses	101,575	105,956	(4,381)	127,767	(26,192)
10,413	9,785	628	9,785	628	Equipment Leases	20,199	19,571	628	19,571	628
<b>7,435</b>	<b>17,259</b>	<b>(9,824)</b>	<b>9,578</b>	<b>(2,143)</b>	<b>Change In Net Position</b>	<b>28,052</b>	<b>10,493</b>	<b>17,559</b>	<b>(13,197)</b>	<b>41,249</b>

<b>F&amp;B Operations Financial Summary</b>										
<b>November</b>					<b>YTD</b>					
Actual	Budget	Budget Variance	Last Year	Last Year Variance		Actual	Budget	Budget Variance	Last Year	Last Year Variance
92,904	83,974	8,929	77,664	15,240	Revenue	178,608	170,146	8,462	160,187	18,420
34,395	30,958	3,437	31,391	3,004	Cost of Sales	66,373	62,637	3,736	66,938	(565)
35,398	41,542	(6,144)	41,836	(6,437)	Total Labor	68,074	82,903	(14,829)	81,429	(13,355)
24,042	23,344	698	22,413	1,629	Operational Expenses	50,129	54,330	(4,201)	51,634	(1,505)
<b>(931)</b>	<b>(11,869)</b>	<b>10,938</b>	<b>(17,976)</b>	<b>17,045</b>	<b>Change In Net Position</b>	<b>(5,969)</b>	<b>(29,724)</b>	<b>23,755</b>	<b>(39,814)</b>	<b>33,845</b>

The FY23 membership drive has gone well, and we currently have 148 golf memberships and 48 social memberships, compared to 142 golf memberships and 52 social memberships last year. We also recently launched new benefits for the social membership (see below). Initial feedback has been positive, and we expect several social members will join before the end of the month.

### New Social Membership Benefits

- The limited use of the (3) \$25 vouchers that are received every month have been removed and now are available to use at any time.
- We have created a Social Member booking engine that will allow social members to book tee times 3-weeks out instead of the 2-week program.
- Social Members will be able to purchase a 5-pack of 18-hole rounds for \$200. Only one pack per social member will be available for purchase per month. Like the \$25 vouchers these rounds will allowed to be used by the member at any time.
- Member pricing for all restaurant events beginning in January. This will be available for both full and social members.

Total annual membership revenue sold through November is \$561,088, which is \$67,714 ahead of last year and \$21,887 behind budget. We expect to close the gap against budget with additional social membership sales and residents returning for peak season.

### Agronomy Update

James Kelly is settling into the Superintendent position and he and his team have been busy on the course. Weather has been warm and we are taking advantage of this to push bermudagrass growth in some of the thin areas. Detail work has also been ongoing and this will pick up as the weather cools. Below are updates on key areas.

- Overseeding – All tees were overseeded on 11/28. It is beginning to germinate, and a bulk fertilizer application was applied on all tees on 12/7. We expect the first mowing to be on 12/9.
- Progress on Bumpy Areas – Spiked, backfilled, and fertilized the right of #10 green and front of #14 tee. Will continue in other areas as long as weather is conducive.
- Traffic Control – Additional ropes and stakes have been added to the first few holes. We will continue to install these on all holes and expect to be 100% complete by the end of December.
- Fertility – Bulk fertilizer application on all tees on 12/7 and in thin areas of #2 and #13 fairways. Foliar fertility & nutrient applications are made on the greens weekly.
- Spiked #3, #5, & #16 greens. Additional granular applications and topdressing in the thin areas.
- Edging all irrigation heads and cart paths.
- Hired new mechanic who started on 11/28.

### Golf Ops

- Golf Advisory Group – Elections for 2023 have been completed. The number of members was increased to nine in an effort to get representatives from the various groups involved. We will be working with the group to schedule a meeting within the next 4-6 weeks.

- Online Tee Time – online booking portal has been updated and members should now have access to all tee times within their booking window. The new social membership booking portal is setup and we will be sending login instructions to members so they can begin using it.
- IT Issues – Over the last few weeks the onsite team and Troon IT team have been working with Opticatel to resolve the unstable internet service, which was causing the phones and POS to regularly go down. Since Opticatel was onsite and completed repairs the service has been much better and we are seeing less interruption to service. We also ordered a more robust cellular backup, which will help if we experience service interruption in the future.

### **Food & Beverage**

In an effort to get more resident input and feedback regarding the restaurant, we will be sending out a survey to residents before the end of the month. In addition, we plan to schedule a F&B Town Hall Meeting the first part of 2023. This will provide an opportunity to talk through details of current performance, plans going forward, and get valuable feedback from residents as we begin the FY24 budget process.

#### **Other F&B Updates:**

- The new Tavern Menu was launched on 12/6. Initial feedback has been very positive. This menu will be available during lunch and dinner service Tuesday through Saturday. We will also be offering a dinner menu Thursday through Saturday.
- Beginning on December 19<sup>th</sup> the restaurant will be opening on Mondays from 11:00am to 5:00pm. We are happy to be back to the pre-Covid Monday operating hours.
- Sunday hours of operation were extended starting 12/4. Our breakfast menu will still be available from 9:00am to 2:00pm and our Game Day Menu from 1:00pm to 5:00pm. We request that fans coming in to watch their favorite team continue to make online reservations. The reservations will guarantee a seat and allow us to set each group of specific team fans together in the best view of their game. This will also determine which game will have the volume on, which has been decided by who had the largest group. If a resident comes to the Tavern without a reservation they will certainly not be turned away, but they may not be able to choose which game is on a specific TV.

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

#### **December Schedule of Events:**

- 12.10- Holiday Gala (night 1)
- 12.16- Ugly Sweater Golf Outing
- 12.16- Holiday Gala (night 2)
- 12.19- Chesapeake Bay Grille- now open Mondays 11:00am to 5:00pm
- 12.24- Hours of Operation- Golf Course will close at 2:00pm

- Chesapeake Bay Grille will close at 5:00pm
- 12.24- Take & Bake Holiday Feast pick up
- 12.25- Golf Course and Chesapeake Bay Grille will be closed
- 12.31- New Year's Eve Celebration

# **Section 6**

## **Business Items**

# **Subsection 6B**

## **Discussion of Softball Team**



Parks & Recreation

# LEESBURG SPORTS COMPLEX RENTAL APPLICATION



Parks & Recreation

**APPLICANT INFORMATION**

Name of Group (Lessee):	
Mailing Address, City, and Zip Code:	
<b>Primary Contact:</b>	Contact Name:
	Phone:
	Cell: <input style="width: 150px;" type="text"/> Work: <input style="width: 150px;" type="text"/>
	Email:
	Website:
<b>Economic Impact Info:</b>	<input type="checkbox"/> We (event organizer) are coordinating with Visit Lake (Lake County TDC)
	<input type="checkbox"/> We (event organizer) are collecting heads in beds information
	Estimated teams from outside of Florida: _____
	Estimated teams from outside of Lake County Florida: _____
Estimated teams from inside Lake County Florida: _____	

**Tournament Fee (tax is applicable for all rentals)**

FACILITY	FEES	Date(s) Requested:	Times:
<b>Refundable Deposit</b>	\$250		
Tournament Rental (4 Fields - Per Day)	\$600		
Tournament Rental (4 Fields - Per Day with Lights)	\$800		
Single Non-City Affiliated Team/League Practice	\$20		
Single Non-City Affiliated Team/League Game	\$30		
Soccer/Football Field	\$150		
Soccer/Football Field with Lights	\$200		

**FIELDS NEEDED:**

<b>Sleepy Hollow</b>			
<b>Quad 1 (300')</b>	<b>Quad 2 (300')</b>	<b>Quad 3 (300')</b>	<b>Quad 4 (300')</b>
Bases -           ft.	Bases -           ft.	Bases -           ft.	Bases -           ft.
Mound -           ft.	Mound -           ft.	Mound -           ft.	Mound -           ft.
<b>Field 5 (200')</b>	<b>Field 6 (200')</b>	<b>Field 7 (300')</b>	<b>Field 8 (300')</b>
Bases -           ft.	Bases -           ft.	Bases -           ft.	Bases -           ft.
Mound -           ft.	Mound -           ft.	Mound -           ft.	Mound -           ft.
<b>Soccer/Football Field 1</b>	<b>Soccer Field 2</b>	<b>Pat Thomas</b>	
Field Lines -	Field Lines -	<b>Full Size Field (60/90)</b>	
<b>Susan Street</b>			
<b>Baseball 1 (200')</b>	<b>Baseball 2 (200')</b>	<b>Baseball 3 (200')</b>	<b>Baseball 4 (200')</b>
Bases -    60   ft.	Bases -    60   ft.	Bases -    70   ft.	Bases -    70   ft.
Mound -   46   ft.	Mound -   46   ft.	Mound -   50   ft.	Mound -   50   ft.

<b>Optional Items</b>			
<input type="checkbox"/> <b>Concession Stand</b> \$100 Per Day	<input type="checkbox"/> <b>Upgraded Temp Fence</b> \$400 Per Event	<input type="checkbox"/> <b>Field Tarps*</b> \$250 Per Day	<b>*Must be arranged prior to event. Fee charged regardless if used</b>

Complete page two and return full application along with deposit. Contact info on page two.

**Policies and Procedures**

- 1) All deposits must be submitted with this contract to secure the tournament dates. \_\_\_\_ (Initial)
- 2) All tournament invoices must be paid within ten (10) business days of receiving invoice. \_\_\_\_ (Initial)
- 3) The lessee must notify the Parks & Recreation Dept of cancellation in writing no less than thirty (30) days prior to the scheduled event or the deposit will be forfeited. \_\_\_\_ (Initial)
- 4) All fences, dugouts, surrounding areas including the parking lot are to be cleaned of trash and debris at the conclusion of the event or the deposit will be forfeited. \_\_\_\_ (Initial)
- 5) Lessee will submit a final tournament schedule no less than three days prior to the tournament. \_\_\_\_ (Initial)
- 6) Lessee will submit field dimensions for all fields to be used no later than three days prior to the event. \_\_\_\_ (Initial)
- 7) Vehicles must be parked in designated parking areas. Vehicles are not allowed to park behind the playing areas with the exception of authorized City Vehicles. \_\_\_\_ (Initial)
- 8) Lessee is responsible for damage to city property caused by participants and/or spectators. \_\_\_\_ (Initial)
- 9) Throwing or hitting against any fence is STRICTLY prohibited. The event organizer is responsible to ensure this rule is followed. Damage to fences due to this will be charged to the event organizer. \_\_\_\_ (Initial)
- 10) The City of Leesburg reserves the right to deny or terminate this contract at any time based on the user violating City Ordinance or refusing to strictly abide by the terms set forth in this contract. \_\_\_\_ (Initial)
- 11) Alcohol shall not be allowed at any City of Leesburg facility or complex without written approval. \_\_\_\_ (Initial)
- 12) Lessee agrees to comply with all obligations imposed by applicable regulations and codes of the City, Fire and Police Department. \_\_\_\_ (Initial)
- 13) Lessee shall not destroy, deface, damage, impair, or remove any part of the premises or property or allow any other person to do so. \_\_\_\_ (Initial)
- 14) All games must be completed by 10:00pm with all field lights off no later than 10:30pm. \_\_\_\_ (Initial)
- 15) A minimum of one City staff member will be provided for each tournament rental. \_\_\_\_ (Initial)
- 16) Fields will be prepped no less than every two games. \_\_\_\_ (Initial)
- 17) Appropriate amounts of field dry will be used at the sole discretion of City staff in inclement weather. \_\_\_\_ (Initial)
- 18) All games must stop if/when the lightning monitor sounds its alert. All patrons must return to their vehicles until the all clear signal is given. \_\_\_\_ (Initial)
- 19) City staff has final decision on all field closures due to unplayable conditions. \_\_\_\_ (Initial)
- 20) Renter must provide a one million dollar insurance policy and have the City of Leesburg named as additional insured on the policy. \_\_\_\_ (Initial)
- 21) Lessee agrees to indemnify, hold harmless and defend the City of Leesburg, its officers, agents, servants and employees from any claims resulting from injuries, damages, losses or death sustained by participants or spectators connected with, or in any way associated with this event. \_\_\_\_ (Initial)

**LESSEE ACKNOWLEDGES HAVING READ, UNDERSTOOD, AND AGREED TO THESE PROCEDURES AND HAVING ACCEPTED A COPY OF THIS AGREEMENT.**

**Rentals are subject to the approval of the Director of Recreation. Please Note: Field rentals will not be booked unless a deposit is received with this agreement. If the Agreement is not approved, the applicant's deposit will be returned within 30 days.**

\_\_\_\_\_  
**Applicant's Signature for Lessee**

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

\_\_\_\_\_  
**Director of Parks and Recreation**

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



Parks & Recreation

**Leesburg Parks & Recreation Department**  
**1851 Griffin Road, Leesburg FL, 34748**  
**Phone: (352) 728-9885 | Email: Recreation.Dept@leesburgflorida.gov**  
[www.leesburgflorida.gov/recreation](http://www.leesburgflorida.gov/recreation)



Parks & Recreation

# **Subsection 6C**

## **Pressure and Flow #1545**

Pressure and Flow LLC  
 3023 Queen Palm Dr  
 Edgewater, FL 32141 US  
 PSlandGPM@gmail.com

Invoice 1545

<b>BILL TO</b> Arlington Ridge CDD 4463 Arlington Ridge Blvd Leesburg, FL 34748	<b>SHIP TO</b> Arlington Ridge CDD 4463 Arlington Ridge Blvd Leesburg, FL 34748	<b>DATE</b> 08/30/2022	<b>PLEASE PAY</b> \$11,196.30	<b>DUE DATE</b> 09/29/2022
--	--	---------------------------	----------------------------------	-------------------------------

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Sales</b>	Variable Frequency Drive: Altivar 630 for a 75 HP 480 3 phase system Shipped to location	1	7,800.00	7,800.00T
	<b>Sales</b>	Service Tech Labor: Swap failing drive with new Altivar unit, custom program to work with existing control panel	10	119.00	1,190.00T
	<b>Sales</b>	Silent Check Valve: 6" with gaskets	1	700.00	700.00T
	<b>Sales</b>	Extra Parts: New bolts and vic gasket assembly needed. Two fuses used on a seperate visit to trouble shoot. LPJ-150	1	500.00	500.00T
	<b>Sales</b>	Service Call: Station was only able to run with the new VFD. The across line would not engage due to a tripped overload. The overload continued to trip due to a blown fuse. Another fuse was extremely worn looking and needed to be replaced as well.	1	300.00	300.00T

Invoice for a deposit sent weeks ago when parts ordered, but payment has not yet arrived. All work is completed with hardware and fasteners added as needed. If deposit check has already been sent, please advise and I can reflect the difference and change this invoice. Thank you

<b>SUBTOTAL</b>	10,490.00
<b>TAX</b>	706.30
<b>TOTAL</b>	11,196.30

**TOTAL DUE** **\$11,196.30**

THANK YOU.

# **Subsection 6D**

## **Garden Club Request**

From: Nettie Goeler <[nettiegoeler@icloud.com](mailto:nettiegoeler@icloud.com)>

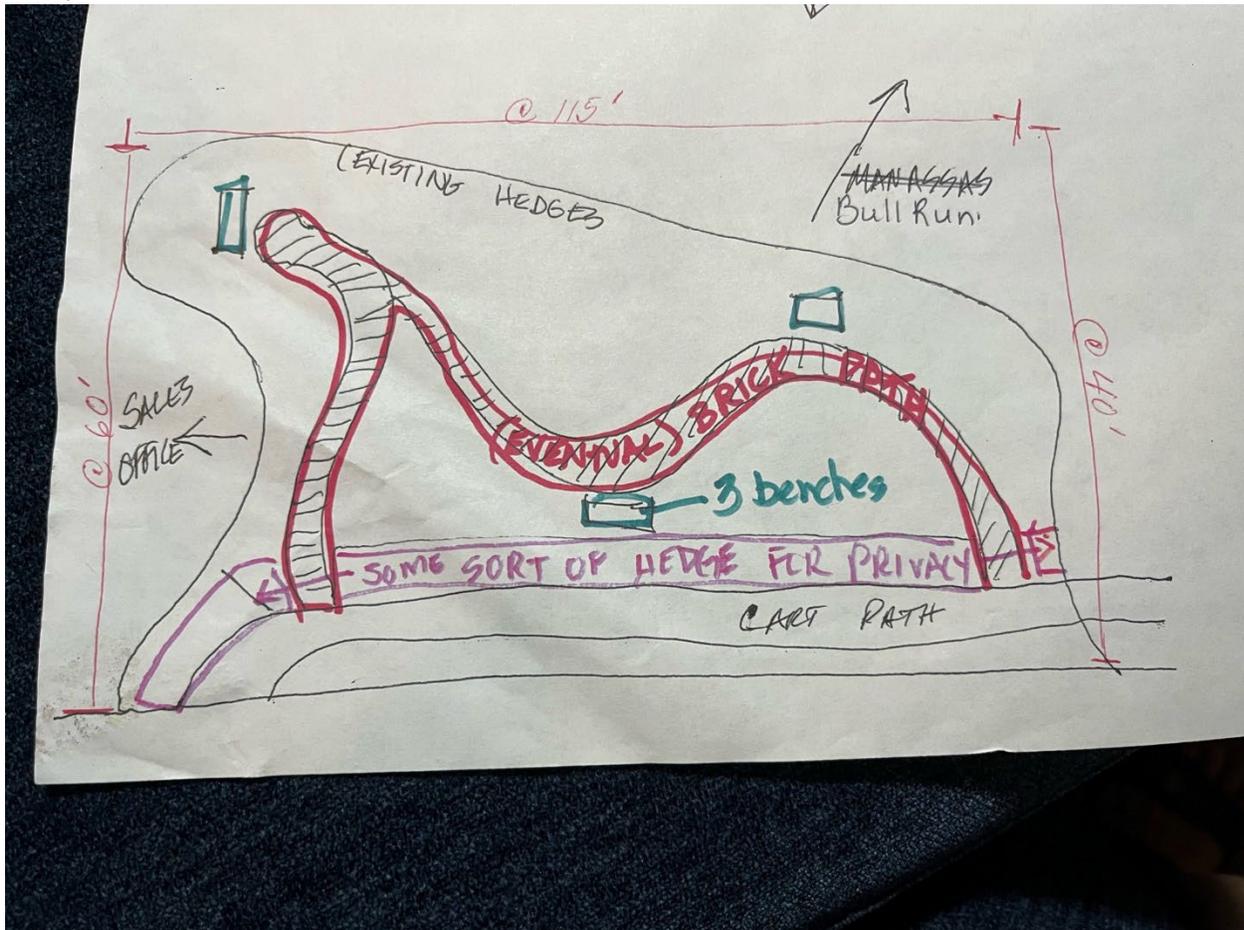
Sent: Monday, December 5, 2022 3:17 PM

To: Bill Middlemiss <[bmiddlemiss@arlingtonridgecdd.org](mailto:bmiddlemiss@arlingtonridgecdd.org)>; Perez, Brett <[Brett.Perez@inframark.com](mailto:Brett.Perez@inframark.com)>;  
Montagna, Angel <[angel.montagna@inframark.com](mailto:angel.montagna@inframark.com)>

Subject: Garden Club request to be put on the CDD board agenda

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

=====  
Hello,



It is probably too late to be put on this Thursday's agenda, but on the off chance that it's ok, I thought I would write anyway. If not, we can wait until January.

We would like to request permission to develop a Memorial Garden. We would like to place this garden to the right of the old sales building (I can't remember the new name). We have a plan in mind which I have attached. We plan to sell memorial bricks to help raise money for this. The bricks will be placed in the new garden and surrounded by flowers and plants. We would also like to move the bricks that are in the ground between Fairfax hall and the movie theater and incorporate them into the new garden.

We would also like to request that we can use a few of the benches that were purchased by previous boards and are stored somewhere - in a barn or storage shed I think. We understand that these benches would need to be fastened to concrete slabs to be ADA compliant, which the Garden Club would pay for. We also have 2 volunteers that have the tools and the knowledge about how to fasten the benches properly. (Lynn Bazile and Robin Thomas).

This is a long term project and would not be completed quickly, but we would like to get started and we know the first thing we need is CDD board approval.

Please let me know if we will be on the December or January agenda.

Thanks,  
Nettie Goeler

# **Section 7**

## **Consent Agenda**

# **Subsection 7A**

## **Minutes**

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

The regular meeting of the Board of Supervisors of the Arlington Ridge Community Development District was held Thursday, November 17, 2022, at 2:00 p.m. at Fairfax Hall, 4475 Arlington Ridge Boulevard, Leesburg, Florida 34748.

Present and constituting a quorum were the following:

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

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

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

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

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

Mr. Middlemiss called the meeting to order at 2:00 p.m.

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

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

Mr. Middlemiss led the *Pledge of Allegiance*.

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

A Resident discussed amenities, conditions, contracts, general manager and goals, Indigo annual plan, and requested to review the plan and contract.

**FOURTH ORDER OF BUSINESS**

**Hearing to Consider Reinstatement of  
Amenity Privileges**

Ms. Kilinski reviewed the history of the suspension related to activities that occurred on District property, procedure for the hearing, reasons for the suspension, history of letters and documentation regarding the suspension and previous hearing dates, review of disciplinary rules, process for disciplinary actions and suspensions, due process rights and appeal period, details of actions leading to correspondence and disciplinary actions, and further actions. Staff has discussed its recommendation based on policies and procedures and historical suspensions. Recommendation to carry out suspension until April 27, 2023.

Mr. Shumaker provided documents which Ms. Kilinski distributed to the Board, commented that his client Mr. Michael Citro has not been provided due process, and requested the suspension be dismissed.

Mr. Braun asked regarding process to dismiss.

<p>Mr. Braun made a MOTION to dismiss the suspension, with a mutual release signed by both parties. There being no second, the motion dies.</p>
---

Mr. Shumaker discussed documents distributed obtained through a records request, and challenged details from the District related to the suspension.

Mr. Citro discussed the letter sent April 2022 and refuted all allegations, situation has caused him undue stress and health issues, has impeded his right to free speech and other rights, clarified he was not angry at meetings but spoke directly and passionately, did not speak harshly or in a threatening manner, history of timeframe for suspension, indicated no information or specifics were provided regarding the violation until a letter dated May 2, 2022, after the initial hearing was scheduled, requested justification for the suspension, refuted circumstances related to one incident as the other individual being the aggressive one in the encounter, charged the Board with not following due diligence, detailed conversations at previous Board meetings, other encounters and accusations made against him that are untrue, discussion and review of evidence provided, documents requested and not received, request of previous staff member who was rude and not helpful, feels rules and policies are unreasonable, feels suspension goes against his rights, Mr. Braun's request that the record reflect suspensee was pounding the table with his fist, request to attend District Board meetings in person and was told to attend via Zoom, accusation that

Sunshine Law was not followed, a Facebook page, and character references and comments.

Mr. Braun asked questions related to Mr. Citro's testimony regarding comments made about a Facebook page and confirmed the District does not maintain a Facebook page, his request for the name of the HOA employee's supervisor, length of time being a resident of the District, prior interactions with the HOA, confirmation he was asked to leave the property and did not, and derogatory post made on his personal Facebook page.

Mr. Charles Crum read a comment into the record in support of Mr. Citro's character.

Mr. Braun asked Mr. Citro to confirm his action at the previous meeting by distributing paper while Mr. Braun was making a motion, which Mr. Citro indicated was his previous audience comment in writing.

Mr. Piersall asked for details regarding the derogatory Facebook post, to which Mr. Citro replied he did not know the date or reason for the post.

Mr. Hoover asked why Mr. Citro requested a resident's address and asked if it might be considered menacing, to which Mr. Citro did not think so.

Ms. Murphy asked if either character reference for Mr. Citro were in the HOA office on the date of offense, which they were not witnesses of the events.

Ms. Kilinski clarified the date for Exhibit 8 as August 31, 2022; asked if Mr. Citro requested to attend meetings April through August, which he did not; asked if Mr. Citro attended the September or October meetings which he said did not but later clarified he attended the September meeting for the sales center discussion; Ms. Kilinski confirmed he was in attendance in September and October and cited to sit down; addressed Mr. Citro's claim of not knowing the basis for his suspension which was included in the April 8, 2022, letter, exhibit 1; general comment that Mr. Citro's attorney may not understand the process in asserting Mr. Citro has been denied due process, and for the record, the rules contain a due process provision, which is the purpose of today's hearing; Ms. Kilinski reviewed the timeline for the hearing and procedures followed; administrative rules of procedures and recreation center rules adopted by the District; and options for the Board to consider.

<p>Mr. Middlemiss made a MOTION to maintain the one-year suspension for Mr. Michael Citro. Mr. Hoover seconded the motion.</p>
--

Mr. Braun expressed concern regarding the legal cost to the District and desire for resolution of this matter.

Mr. Piersall commented on Mr. Citro's behavior, and is willing to reinstate amenities on a probationary basis.

Mr. Hoover hoped the disciplinary suspension would result in changed behavior, but that was not the case in the two meetings where Mr. Citro was present, he was disruptive as Mr. Braun previously stated, and Mr. Citro has not displayed evidence of changed behavior to cause Mr. Hoover to change his mind.

Ms. Murphy echoed previous Board member comments, Mr. Citro's behavior was inappropriate and not civil, and reiterated events that happened in the HOA office that day and his unacceptable behavior.

Mr. Middlemiss commented on unacceptable behavior toward staff and vendors will not be tolerated, conduct during the testimony given tonight does not warrant time served, and the Board needs to support staff.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to maintain the one-year suspension for Mr. Michael Citro.
--

*The meeting recessed at 3:20 p.m.*

*The meeting resumed at 3:30 p.m.*

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

There being nothing to report, the next item followed.

**B. Engineer**

Mr. Hamstra reviewed engineering items, including a sinkhole issue, and will solicit proposals to be considered in January.

Discussion ensued regarding non-emergency and non-compliance issues.

**C. District Manager**

**i. Action Item List**

Discussion ensued regarding the action item list.

**ii. Holiday Lighting Recommendations**

Discussion ensued regarding request for four or five 25-foot extension cords and three timers, warranty, request for volunteers, decorating committee, restaurant decorations, and an artificial tree to reuse.

Mr. Hoover made a MOTION for Ms. Joann Lasko's holiday decorating request, not to exceed \$2,000.  
Ms. Murphy seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) for Ms. Joann Lasko's holiday decorating request, not to exceed \$2,000.

Discussion ensued regarding proposals in the agenda package plus one distributed today for center magnolias at \$4,999, storage is away from rats, decrease in costs from previous years, insurance for installation company, District is a named additional insured, who decorations are for, and suggested scaling back and areas for decorating.

Mr. Hoover made a MOTION to approve proposal #142 from TPG Lighting for lower lighting, in the amount of \$3,227.60.  
Mr. Braun seconded the motion.

Discussion ensued regarding timeframe to complete decorating.

Upon VOICE VOTE, with all in favor, approval was given (by a margin of 5-0) to proposal #142 from TPG Lighting for lower lighting, in the amount of \$3,227.60.

**iii. Discussion of Billboard**  
**a. Proposal for Removal**

Discussion ensued regarding conversations with the City who wants it removed, any variance would not be approved, City will do it for \$4,500, details of removal process, appreciation for the City's accommodation using their contractors and lowering the price, and the City proposal will not remove the lighting.

Mr. Hoover made a MOTION to authorize the City of Leesburg to remove the billboard in an amount not to exceed \$5,000.  
Mr. Piersall seconded the motion.

Upon VOICE VOTE, with all in favor, approval was given (by a margin of 5-0) to authorize the City of Leesburg to remove the billboard in an amount not to exceed \$5,000.

**iv. Discussion of Events, Clubs, Committees, and Indigo**

Ms. Montagna reviewed questions the Board had regarding the Indigo contract which was not negotiated with the Board, Inframark, or counsel; renewal is in 2024; and comments will be compiled to be discussed prior to renewal.

- a. Room Reservation Request**
- b. Fairfax Hall Rental Form, Non-Resident**
- c. Fairfax Hall Rental Form, Resident**

Ms. Montagna requested clarification related to reservations, how to handle double bookings, and requested comments and changes.

Discussion ensued regarding committees are established by the Board, groups can be established and events scheduled without coming to the Board, club application forms were to be completed to reserve space that is considered by the Board, desire to streamline the process by discontinuing the previous club application process, revised room reservation request, club forms not designed for one-time use which is accomplished with the new form, prior conflicts of use of space with multiple groups for the same activity, suggestions for resolving room conflicts, Board meetings taking precedence over other activities, number of short-term events, advanced scheduling for regular events, 30-day advanced notice to bump an activity, golf club will not book events without prior approval, approval process for club activities, desire to keep the process simple and not cumbersome for staff and residents, communications with some clubs, distinction between clubs and groups, request of staff to review the forms and getting clarification how the Board wants to operate, and desire for the office to streamline their process.

<p>Mr. Middlemiss made a MOTION for management and legal counsel to review reservation forms. Ms. Murphy seconded the motion.</p>
---

<p>Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) for management and legal counsel to review reservation forms and bring recommendations to the Board.</p>
---

- d. Proposed Changes to Amenity Policy**
- e. Recreational Facilities Use Policies**

Discussion ensued regarding adopted rules, recommendation to keep the rules as is, and suggested the fee schedule be removed since it is part of the budget process.

Mr. Middlemiss made a MOTION for management and legal counsel to review the amenity policy and recreational facilities use policies and bring recommendations to the Board.

Mr. Hoover seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) for management and legal counsel to review the amenity policy and recreational facilities use policies and bring recommendations to the Board.

- f. Billy Casper Golf Agreement**
- g. Billy Casper, Amendment 1**
- h. Billy Casper, Amendment 2**

These items were included for informational use.

**v. Report from Sales Center Committee**

Mr. Braun thanked the committee members and introduced the members.

Discussion ensued regarding purpose and goals of the committee; process for committee recommendations; and suggested names narrowed down to Magnolia Center, First Landing Center, and Blue Ridge Activity Center. Suggested uses include #1 large multi-purpose/exercise/meeting room, #2 large game room, #3 small meeting room for groups with fewer than 20 people, #4 front entryway, #5 maintain kitchenette, and #6 seating in the patio with entrance into game room.

Mr. Middlemiss made a MOTION to accept the report and recommendations of the sales center committee, to be discussed further at a future date.

Mr. Hoover seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to accept the report and recommendations of the sales center committee, to be discussed further at a future date.

**vi. Surplus Items from Sales Center**

Discussion ensued regarding surplus items, suggestion to defer this item until all surplus items have been determined.

**vii. Audit Engagement Letter from Berger, Toombs, Elam, Gaines & Frank to Perform Fiscal Year 2022 Audit**

Mr. Piersall made a MOTION to accept the audit engagement letter from Berger, Toombs, Elam, Gaines & Frank to perform the fiscal year 2022 audit, in the amount of \$3,715, in substantial form.  
Ms. Murphy seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to accept the audit engagement letter from Berger, Toombs, Elam, Gaines & Frank to perform the fiscal year 2022 audit, in the amount of \$3,715, in substantial form.

**D. Field Manager**

**i. Monthly report**

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

**ii. Landscape Proposals**

**a. Floralawn Tree Injection Proposal**

Discussion ensued regarding pine bores affecting pine trees, 19 to 21 dead pine trees, purpose of injection so stressed trees do not fail, multiple injections needed, injections done every two years, successful experience in other communities, possible variance from the City to replace dead trees with another species, and no guarantee the injections will work.

This proposal was not considered.

**b. Floralawn #3953 Tree Trimming over Trailer**

Mr. Perez reviewed proposal #3953 for tree trimming that needs to occur before it damages the trailers.

Discussion ensued regarding the process for removing the trailers.

This proposal will be tabled.

**c. Floralawn #3954 Damaged Pine Tree Removal**

**d. BrightView #468130 Remove Southern Pine Trees**

Mr. Perez reviewed proposal #3954 from Floralawn and #468130 from BrightView for pine tree removal.

Mr. Middlemiss made a MOTION to approve proposal #468130 from BrightView to remove southern pine trees, in the amount of \$9,500.  
Ms. Murphy seconded the motion.

Mr. Braun reiterated comments from the previous meeting regarding all the extras Floralawn provides.

Upon VOICE VOTE, with all in favor except Mr. Braun, approval was given (by a margin of 4-1) to proposal #468130 from BrightView to remove southern pine trees, in the amount of \$9,500.

**e. Floralawn #3979 Tree Removal**

Mr. Perez reviewed proposal #3979 for an oak tree that needs to be removed.

Mr. Hoover made a MOTION to approve proposal #3979 from Floralawn for an oak tree removal, in the amount of \$395.  
Ms. Murphy seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to proposal #3979 from Floralawn for an oak tree removal, in the amount of \$395.

**f. Floralawn #4239 Freeze Cloth**

Mr. Perez reviewed proposal #4239 for freeze cloth for the winter months.

Mr. Hoover made a MOTION to approve proposal #4239 from Floralawn for purchase of freeze cloth, in the amount of \$1,350.  
Ms. Murphy seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to proposal #4239 from Floralawn for purchase of freeze cloth, in the amount of \$1,350.

**iii. Pool Proposals**

- a. **Classic-Marcite Inc., Pool Resurfacing**
- b. **Big Z Pool Service #3299, Lap Pool Resurfacing**
- c. **Big Z Pool Service #3300, Spa Resurfacing**
- d. **Big Z Pool Service #3298, Zero-Entry Beach Pool Resurfacing**
- e. **Big Z Pool Service #3313, Zero-Entry Beach Pool Pump**

- f. Big Z Pool Service #3314, Lap Pool Pump**
- g. Big Z Pool Service, #3315, Lap Pool Filter Grids Proposal**
- h. Big Z Pool Service, #3316, Beach Pool Filter Grids**

Mr. Perez reviewed the proposals for pool resurfacing. Vendors were requested to submit their best proposal with no scope of services provided. Big Z provided additional proposals for pool pumps as proactive measures. The metal housing for the pumps is beginning to rust and may cause staining on the resurface. The pump replacements can be delayed for a year. The proposals for filter replacement can likewise be delayed. Proposals came in with a significant price difference. Vendors have not been as responsive, location being part of the reason. Staff will resolicit prices, including vendors the City of Leesburg used. Big Z proposals could be further defined.

Discussion ensued regarding pool the City recently had resurfaced, key is the material used to resurface the pools, marcite is most common but least durable, suggestion for vendors to attend the next meeting to explain their proposals, issues with current pool setup and heaters that should be addressed, suggestion to invest \$100,000 or more and delay resurfacing for a year, marcite will not hold up, perhaps \$100 additional assessment next year with advanced notice to residents, construction threshold currently \$435,000 and possibly \$500,000 in January, and request from pool maintenance vendor for additional suggestions.

**E. General Manager: Golf, and Food & Beverage**

**i. Monthly report**

The monthly report was included in the agenda package and is available for review in the local records office and the District Office during normal business hours.

Discussion ensued regarding current projects, recent member meeting, and driving range irrigation.

**ii. Restaurant/Bar Furniture Proposals**

Discussion ensued regarding proposals for chair replacement, need for durability, changing to chairs without arms for the sides, barstools are in the best shape but would have a different look if all the other chairs were replaced, desire for all arm chairs, possible replacement of only 80 chairs for \$17,000 to \$24,000, purchase tables that will flip up to seat six, flare-back chair preferred choice, relocate best chairs from dining room to the pub and eliminate chairs with casters, grade 2 material, full restaurant capacity of 102, outdoor dining, cost to be funded from capital projects budget, suggestion to delay a decision until after pools are addressed, request for full assessment of the bar and dining

room and oak room and their capacities, question if capital projects should be delayed until more assessment revenue is received, and lead time is six to eight weeks from date of ordering.

Mr. Piersall made a MOTION to purchase 102 side arm chairs at \$269 each from Ladderback Arm Chairs, plus freight at \$2,650, for a total of \$30,088.  
Mr. Middlemiss seconded the motion.

Upon VOICE VOTE, with all in favor except Mr. Braun, approval was given (by a margin of 4-1) to purchase 102 side arm chairs at \$269 each from Ladderback Arm Chairs, plus freight at \$2,650, for a total of \$30,088.

Mr. Braun voted against since he does not think it is a priority.

Discussion ensued regarding 50% deposit to be provided, provided from reserves to be replenished when assessments are received, and preference for black chairs.

**SIXTH ORDER OF BUSINESS                      Business Items**  
**A. Allied Universal Security Rate Increase Proposal**

Mr. Middlemiss made a MOTION to table this item until the next meeting.  
Mr. Piersall seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to table this item until the next meeting.

**B. Ratification of Fiscal Year 2021 Audit**

Ms. Murphy made a MOTION to accept the fiscal year 2021 audited financial statements.  
Mr. Hoover seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to accept the fiscal year 2021 audited financial statements.

Discussion ensued regarding audit comment not in compliance due to the audit being late.

**SEVENTH ORDER OF BUSINESS**                      **Consent Agenda**

**A. Minutes from the Workshop and Regular Meeting on October 20, 2022**

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

**B. Financial Statements**

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

**C. Invoices and Check Register**

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

Ms. Murphy made a MOTION to approve the consent agenda, removing duplicate KE Law invoice, and a meeting to be scheduled with Ms. Montagna and Ms. Murphy regarding financials.  
Mr. Hoover seconded the motion.

Upon VOICE VOTE, with all in favor, unanimous approval was given (by a margin of 5-0) to approve the consent agenda the consent agenda, removing duplicate KE Law invoice, and a meeting to be scheduled with Ms. Montagna and Ms. Murphy regarding financials.

**EIGHTH ORDER OF BUSINESS**                      **Public Hearing for Adopting Amended and Restated Rules of Procedure and Amended Rates, Fees, and Charges**

**A. Rules of Procedure and Amended Rates, Fees, and Charges**

Mr. Middlemiss recused himself from discussion on the RV lot due to owning an RV in the storage lot.

Ms. Kilinski outlined the public hearing process, current non-resident user fee is \$2,500 to \$3,000, proposed rate is \$4,000, and proposed RV range of \$.75 to \$1.50 per linear foot.

Discussion ensued regarding rates, preference for flat rate instead of variable rate depending on size of the lot, total 57 lots with the additions, recommendation to charge \$1.50 per linear foot effective January 1, 2023, payment methods, payment frequency, offer 10% discount, requirement to make one annual payment up front and no monthly payments, and rationale for flat fee versus per linear foot of the space.

**B. Public Comments**

Ms. Murphy opened the public hearing.

A Resident (Lot 120) discussed the RV lot, length versus width, current uses of the RV storage lot, and preference to charge \$1.50 per linear foot.

A Resident (Lot 397) agrees with paying one annual fee, and suggested similar to Indigo to offer 10% discount if paid early.

**C. Consideration of Resolution 2023-03**

Ms. Murphy read Resolution 2023-03 into the record by title.

Adoption of Resolution 2023-03 will include adopting the amended and restated rules of procedure as presented, and the rate chart for maximum rates of non-resident user fee of \$4,000 and the RV lot fee of \$1.50 per linear foot of the space.

Mr. Hoover made a MOTION to approve Resolution 2023-03 adopting the amended and restated rules of procedure as presented, and the rate chart for maximum rates of non-resident user fee of \$4,000 and the RV lot fee of \$1.50 per linear foot of the space.  
Mr. Piersall seconded the motion.

Upon VOICE VOTE, with all in favor and Mr. Middlemiss recusing himself, unanimous approval was given (by a margin of 4-0) to approve Resolution 2023-03 adopting the amended and restated rules of procedure as presented, a non-resident user fee of \$4,000, and the RV lot fee up to \$1.50 per linear foot of the space.

Discussion ensued regarding number of non-resident users, and none have been requested or issued since February 2022.

Mr. Piersall made a MOTION to approve the fiscal year 2023 RV lot fee of \$1.50 per linear foot of the space.  
Mr. Braun seconded the motion.

Upon VOICE VOTE, with all in favor and Mr. Middlemiss recusing himself, unanimous approval was given (by a margin of 4-0) to approve the fiscal year 2023 RV lot fee of \$1.50 per linear foot of the space.

**NINTH ORDER OF BUSINESS**                      **Other Business**  
There being none, the next order of business followed.

**TENTH ORDER OF BUSINESS**                      **Supervisors' Requests**

Mr. Braun congratulated Mr. Ted Kostich for being elected to Seat 4, and thanked the Supervisors for his appointment to serve as Supervisor. The Board members thanked Mr. Braun for his service.

Mr. Hoover requested tracking of sales center expenditures.

Ms. Murphy discussed non-resident amenity card access recently discovered, and no record of application or payment will result in access being terminated.

Mr. Piersall discussed attorney sending certified letter to culprit and accomplice.

Mr. Middlemiss discussed past year recap, and camaraderie built among the residents this past year.

**ELEVENTH ORDER OF BUSINESS**                      **Audience Comments**

A Resident (Lot 397) discussed previous pool resurfacing that was a nightmare, ended in a lawsuit, cautioned the Board to include language regarding the process, commended the sales center committee members, and suggested exercise use in the open spaces, to which Mr. Middlemiss replied the rooms are very small.

A Resident discussed trees, charge advertising on the billboard, ways to increase revenue, clear out backlogged items, look to the future, roofing issues, and more effective way to setup the meeting.

A Resident (Lot 1038) expressed disappointment in the capital improvement vote for restaurant chairs, requested the Board be fiscally responsible, and does not believe chairs are a priority.

A Resident (Lot 268) expressed disappointment regarding the purchase of chairs, should have obtained needs analysis for the restaurant, questioned if the residents wanted new chairs, not fiscally conservative, committees, golf advisory committee established and then later dissolved in Billy Casper Amendment 2, and requested more citizen involvement.

A Resident (Lot 113) discussed sales center, lives near the sales center, discussed noise and light issues for events, use of patio space and limit uses, and accountability for events.

**TWELFTH ORDER OF BUSINESS**                      **Adjournment**

- *The next meeting is scheduled for Thursday, December 15, 2022, at 2:00 p.m.*

Arlington Ridge CDD  
November 17, 2022, regular meeting

On MOTION by Ms. Murphy, seconded by Mr. Piersall,  
with all in favor, the meeting was adjourned at 6:43 p.m.

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Angel Montagna, Secretary

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Bill Middlemiss, Chairman

# **Subsection 7B**

## **Financials**

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

**Financial Report**  
(Unaudited)

**November 30, 2022**

Prepared by



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

Financial Statements

(Unaudited)

November 30, 2022

**Balance Sheet**  
**November 30, 2022**

<b>ACCOUNT DESCRIPTION</b>	<b>GENERAL FUND</b>	<b>CAPITAL RESERVE FUND</b>	<b>SERIES 2006A DEBT SERVICE FUND</b>	<b>SERIES 2019 DEBT SERVICE FUND</b>	<b>SERIES 2019 CAPITAL PROJECTS FUND</b>	<b>GOLF COURSE &amp; FOOD AND BEVERAGE</b>	<b>TOTAL</b>
<b>ASSETS</b>							
Checking Account	\$ 503,098	\$ 473,682	\$ -	\$ -	\$ -	\$ 536,565	\$ 1,513,345
Petty Cash	-	-	-	-	-	4,794	4,794
Accounts Receivable (Net)	-	-	-	-	-	23,520	23,520
Inventory - Proshop	-	-	-	-	-	73,686	73,686
Inventory - Food & Beverage	-	-	-	-	-	37,674	37,674
Due From Other Gov't Units	-	-	1,057	280	-	-	1,337
Due From Golf	22,895	-	-	-	-	-	22,895
Due From Other Funds	47,400	-	17,370	4,807	-	-	69,577
Investments:							
Construction Fund	-	-	-	-	7,377	-	7,377
Fee & Expense A	-	-	8	-	-	-	8
Prepayment Account	-	-	-	3,629	-	-	3,629
Prepayment Account A	-	-	12,340	-	-	-	12,340
Reserve Fund	-	-	-	27,750	-	-	27,750
Reserve Fund A	-	-	137,423	-	-	-	137,423
Revenue Fund	-	-	-	25,867	-	-	25,867
Revenue Fund A	-	-	119,535	-	-	-	119,535
Prepaid Items	5,700	-	-	-	-	9,654	15,354
Deposits	-	-	-	-	-	18,495	18,495
<b>TOTAL ASSETS</b>	<b>\$ 579,093</b>	<b>\$ 473,682</b>	<b>\$ 287,733</b>	<b>\$ 62,333</b>	<b>\$ 7,377</b>	<b>\$ 704,387</b>	<b>\$ 2,113,268</b>
<b>LIABILITIES</b>							
Accounts Payable	\$ 99,439	\$ -	\$ -	\$ -	\$ -	\$ 109,420	\$ 208,859
Accrued Expenses	70,938	-	-	-	-	-	70,938
Accrued Payroll	-	-	-	-	-	33,740	33,740
Accrued Liabilities	-	-	-	-	-	13,829	13,829
Deposits	780	-	-	-	-	-	780
Deferred Revenue - Memberships	-	-	-	-	-	514,330	514,330
Due To Other Funds	-	69,577	-	-	-	-	69,577
Gift Certificates	-	-	-	-	-	18,553	18,553
Outing Deposits	-	-	-	-	-	19,896	19,896
Shop Credit	-	-	-	-	-	(14,386)	(14,386)
Credit Books	-	-	-	-	-	7,992	7,992
Sales Tax Payable	-	-	-	-	-	9,266	9,266
Charitable Donations	-	-	-	-	-	4	4
<b>TOTAL LIABILITIES</b>	<b>\$ 171,157</b>	<b>\$ 69,577</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 712,643</b>	<b>\$ 953,377</b>

**Balance Sheet**  
**November 30, 2022**

<b>ACCOUNT DESCRIPTION</b>	<b>GENERAL FUND</b>	<b>CAPITAL RESERVE FUND</b>	<b>SERIES 2006A DEBT SERVICE FUND</b>	<b>SERIES 2019 DEBT SERVICE FUND</b>	<b>SERIES 2019 CAPITAL PROJECTS FUND</b>	<b>GOLF COURSE &amp; FOOD AND BEVERAGE</b>	<b>TOTAL</b>
<b>FUND BALANCES</b>							
<b>Nonspendable:</b>							
Inventory	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 111,360	\$ 111,360
Prepaid Items & Deposits	5,700	-	-	-	-	28,149	33,849
<b>Restricted for:</b>							
Debt Service	-	-	287,733	62,333	-	-	350,066
Capital Projects	-	-	-	-	7,377	-	7,377
<b>Unassigned</b>	<b>402,236</b>	<b>404,105</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(147,765)</b>	<b>658,576</b>
<b>TOTAL FUND BALANCES</b>	<b>407,936</b>	<b>404,105</b>	<b>287,733</b>	<b>62,333</b>	<b>7,377</b>	<b>(8,256)</b>	<b>1,161,228</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>							
	<b>\$ 579,093</b>	<b>\$ 473,682</b>	<b>\$ 287,733</b>	<b>\$ 62,333</b>	<b>\$ 7,377</b>	<b>\$ 704,387</b>	<b>\$ 2,114,605</b>

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

For the Period Ending November 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	NOV-22 ACTUAL
<b>REVENUES</b>				
Interest - Investments	\$ 100	\$ 8	8.00%	\$ 3
Lexington Spa	3,000	259	8.63%	-
Rental Income- Fairfax Hall	2,500	-	0.00%	-
Special Assmnts- Tax Collector	2,233,233	292,519	13.10%	292,519
Settlements	-	27,307	0.00%	27,307
Access Cards	-	10	0.00%	-
RV Parking Lot Revenue	17,700	-	0.00%	-
<b>TOTAL REVENUES</b>	<b>2,256,533</b>	<b>320,103</b>	<b>14.19%</b>	<b>319,829</b>

**EXPENDITURES**

**Administration**

P/R-Board of Supervisors	15,000	2,000	13.33%	1,800
FICA Taxes	1,148	122	10.63%	122
Workers' Compensation	-	850	0.00%	850
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	6,914	9.88%	6,914
Engineering Fees	35,000	-	0.00%	-
Management Services	53,500	8,917	16.67%	4,458
Assessment Roll	7,500	-	0.00%	-
Auditing Services	4,500	-	0.00%	-
Postage	6,500	28	0.43%	12
Insurance - General Liability	15,000	14,400	96.00%	4,400
Printing and Binding	-	154	0.00%	154
Legal Advertising	6,000	-	0.00%	-
Website Administration	3,000	-	0.00%	-
Information Technology	2,775	700	25.23%	-
Miscellaneous Expenses	3,000	55	1.83%	15
Dues, Licenses, Subscriptions	175	-	0.00%	-
<b>Total Administration</b>	<b>238,698</b>	<b>39,528</b>	<b>16.56%</b>	<b>18,725</b>

**Gatehouse**

Contracts-Security Services	150,000	24,780	16.52%	12,500
Utility - Water & Sewer	510	85	16.67%	85

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

For the Period Ending November 30, 2022

<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>NOV-22 ACTUAL</b>
Utility - Electric	4,200	329	7.83%	329
Street Lights	108,000	12,978	12.02%	12,978
Repairs & Maintenance	2,500	1,198	47.92%	156
Security Enhancements	4,500	-	0.00%	-
<b>Total Gatehouse</b>	<b>269,710</b>	<b>39,370</b>	<b>14.60%</b>	<b>26,048</b>
<b><u>Capital Expenditures &amp; Projects</u></b>				
Capital Projects	200,000	14,300	7.15%	14,300
<b>Total Capital Expenditures &amp; Projects</b>	<b>200,000</b>	<b>14,300</b>	<b>7.15%</b>	<b>14,300</b>
<b><u>Towncenter Administration</u></b>				
Pest Control	4,500	796	17.69%	398
Onsite Management	266,822	43,124	16.16%	20,889
Janitorial Services & Supplies	50,000	5,664	11.33%	2,836
Utility - Water & Sewer	1,851	873	47.16%	873
Utility - Electric	4,000	2,602	65.05%	2,602
Rentals & Leases	4,500	607	13.49%	386
Liability/Property Insurance	68,517	71,609	104.51%	(5,250)
Repairs & Maintenance	7,000	-	0.00%	-
Special Events	36,000	300	0.83%	-
Office Supplies	9,000	-	0.00%	-
Computer Supplies/Equipment	5,000	-	0.00%	-
Club Activity Supplies	1,000	-	0.00%	-
<b>Total Towncenter Administration</b>	<b>458,190</b>	<b>125,575</b>	<b>27.41%</b>	<b>22,734</b>
<b><u>Common Area/Recreation</u></b>				
Utility - Water & Sewer	9,000	609	6.77%	609
Utility - Electric	1,250	8,222	657.76%	8,222
Repairs & Maintenance	30,000	779	2.60%	105
Roadway Repair & Maintenance	25,000	-	0.00%	-
R&M-Emergency & Disaster Relief	-	3,120	0.00%	3,120
Irrigation Repairs & Maintenance	35,000	7,717	22.05%	7,717
Landscape - Mulch	25,000	-	0.00%	-
Landscape Maintenance	291,114	46,685	16.04%	20,491
Landscape Replacement	30,000	9,846	32.82%	-
Landscape- Storm Clean Up & Tree Removal	25,000	-	0.00%	(269)

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

For the Period Ending November 30, 2022

<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>NOV-22 ACTUAL</b>
Pond/Littoral Shelf & Wetland Mgmt	33,475	3,380	10.10%	1,680
Sports Courts Maintenance & Supplies	3,000	-	0.00%	-
Holiday Decoration	10,000	-	0.00%	-
Operating Supplies	4,000	-	0.00%	-
<b>Total Common Area/Recreation</b>	<b>521,839</b>	<b>80,358</b>	<b>15.40%</b>	<b>41,675</b>
<b><u>Fairfax Hall</u></b>				
Utility - Water & Sewer	1,378	211	15.31%	211
Utility - Electric	14,392	6,806	47.29%	6,806
Repairs & Maintenance	15,000	680	4.53%	109
<b>Total Fairfax Hall</b>	<b>30,770</b>	<b>7,697</b>	<b>25.01%</b>	<b>7,126</b>
<b><u>Social Center</u></b>				
Utility - Water & Sewer	1,500	250	16.67%	250
Utility - Electric	5,343	814	15.23%	814
Repairs & Maintenance	7,500	-	0.00%	-
Operating Supplies	2,000	-	0.00%	-
Dues, Licenses, Subscriptions	2,200	-	0.00%	-
<b>Total Social Center</b>	<b>18,543</b>	<b>1,064</b>	<b>5.74%</b>	<b>1,064</b>
<b><u>Lexington Spa</u></b>				
ProfServ-Pool Maintenance	70,000	11,400	16.29%	5,700
Fitness Instructors	12,000	1,460	12.17%	720
Utility - Water & Sewer	28,620	5,816	20.32%	5,816
Utility - Electric	56,709	7,585	13.38%	7,585
Repairs & Maintenance	20,000	1,054	5.27%	749
Operating Supplies	2,500	-	0.00%	-
Dues, Licenses, Subscriptions	1,050	-	0.00%	-
<b>Total Lexington Spa</b>	<b>190,879</b>	<b>27,315</b>	<b>14.31%</b>	<b>20,570</b>
<b><u>Sales Center</u></b>				
Operations & Maintenance	28,850	-	0.00%	-
<b>Total Sales Center</b>	<b>28,850</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>1,957,479</b>	<b>335,207</b>	<b>17.12%</b>	<b>152,242</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	NOV-22 ACTUAL
Excess (deficiency) of revenues				
Over (under) expenditures	299,054	(15,104)	-5.05%	167,587
<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	\$ -	\$ (15,104)	0.00%	\$ 167,587
<b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b>	<b>423,040</b>	<b>423,040</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 423,040</b>	<b>\$ 407,936</b>		

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

For the Period Ending November 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Food (Food & Soft Drinks)	\$ 682,843	\$ 116,821	\$ 121,806	\$ 4,986
Beverages (Alcohol)	259,717	48,809	47,583	(1,226)
Other Food & Beverage Revenue	1,400	250	2,236	1,986
Dues Income - Monthly Dues	25,596	4,266	3,444	(822)
Miscellaneous Income & Discounts	-	-	3,539	3,539
<b>TOTAL REVENUES</b>	<b>969,556</b>	<b>170,146</b>	<b>178,608</b>	<b>8,462</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Cost of Goods Sold (COGS)</u></b>				
Food (food & soft drinks)	277,650	46,138	46,836	(698)
Non-Alcoholic Beverages	8,708	2,787	4,276	(1,489)
Alcohol	72,870	13,711	15,260	(1,549)
<b>Total Cost of Goods Sold</b>	<b>359,228</b>	<b>62,637</b>	<b>66,373</b>	<b>(3,736)</b>
<b><u>Labor</u></b>				
General and Administrative	43,750	6,708	5,536	1,173
Food & Beverage	341,134	59,277	49,283	9,993
Sales & Marketing	22,500	3,750	3,750	-
Payroll Taxes	39,720	6,799	5,838	961
Medical/Health Benefits	21,324	5,216	2,689	2,527
Workmans Comp	6,951	1,153	978	175
<b>Total Labor</b>	<b>475,379</b>	<b>82,903</b>	<b>68,074</b>	<b>14,829</b>
<b><u>Other Operational Expenditures</u></b>				
General and Administrative	154,908	30,111	27,393	2,718
Food & Beverage	84,919	19,894	19,846	48
FF&E	-	-	-	-
Sales and Marketing	9,445	1,638	1,054	584
Insurance- P & C	16,120	2,687	1,836	850
<b>Total Other Operational Expenditures</b>	<b>265,392</b>	<b>54,330</b>	<b>50,129</b>	<b>4,201</b>
<b>TOTAL EXPENDITURES</b>	<b>1,099,999</b>	<b>199,870</b>	<b>184,576</b>	<b>15,293</b>
<b>Excess Revenues</b>				
<b>Over (Under) Expenditures</b>	<b>(130,443)</b>	<b>(29,724)</b>	<b>(5,969)</b>	<b>23,755</b>

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

For the Period Ending November 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>OTHER SOURCES (USES)</u></b>				
Transfer In - General Fund	11,554	-	-	-
Transfer In - Golf Course	118,889	-	-	-
<b>TOTAL OTHER SOURCES (USES)</b>	<b>130,443</b>	<b>-</b>	<b>-</b>	<b>-</b>
Change in Fund Balance	\$ -	\$ (29,724)	\$ (5,969)	\$ 23,755

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

For the Period Ending November 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>ROUNDS</u></b>				
Rounds - Member	16,956	2,984	3,348	364
Rounds - Outing	2,063	648	1,732	1,084
Rounds - Public	24,484	3,353	3,494	141
<b>TOTAL ROUNDS</b>	<b>43,503</b>	<b>6,985</b>	<b>8,574</b>	<b>1,589</b>
<b><u>REVENUES</u></b>				
Green Fees	\$ 818,144	\$ 125,673	\$ 137,423	\$ (11,750)
Cart Fees	1,230	240	832	(592)
Driving Range	42,230	8,150	6,742	1,408
Pro Shop Sales	114,140	25,110	24,838	272
Other Golf Revenues	5,794	3,377	1,708	1,669
Clinic / School Revenue	1,344	224	225	(1)
Dues Income - Monthly Dues	557,379	92,896	87,943	4,953
Miscellaneous Income and Discounts	-	-	6,573	(6,573)
<b>TOTAL REVENUES</b>	<b>1,540,261</b>	<b>255,671</b>	<b>266,284</b>	<b>10,613</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Cost of Goods Sold (COGS)</u></b>				
Pro Shop	78,342	17,212	19,694	(2,481)
<b>Total Cost of Goods Sold</b>	<b>78,342</b>	<b>17,212</b>	<b>19,694</b>	<b>(2,481)</b>
<b><u>Labor</u></b>				
Golf Operations Labor	173,443	28,990	32,187	(3,197)
General and Administrative	81,250	12,458	10,280	2,178
Maintenance and Landscaping	284,416	45,779	41,357	4,423
Payroll Taxes	52,563	8,505	6,421	2,084
Medical/Health Benefits	37,909	4,656	4,780	(123)
Workmans Comp	12,357	2,049	1,739	310
<b>Total Labor</b>	<b>641,938</b>	<b>102,438</b>	<b>96,764</b>	<b>5,674</b>
<b><u>Other Operational Expenditures</u></b>				
Golf Operations	28,891	8,296	6,126	2,170
General & Administrative	151,840	28,556	28,714	(158)
Maintenance	303,046	52,769	52,885	(116)
Sales and Marketing	18,335	3,042	1,957	1,085
Golf Cart Leases	42,282	7,047	7,226	(179)
FF&E	-	-	-	-

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

For the Period Ending November 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Taxes - Real Estate	1,800	-	-	-
Taxes - Personal Property	7,536	1,256	1,256	0
Insurance - P&C	29,936	4,989	3,410	1,579
<b>Total Other Operational Expenditures</b>	<b>583,666</b>	<b>105,956</b>	<b>101,575</b>	<b>4,381</b>
<b>TOTAL EXPENDITURES</b>	<b>1,303,946</b>	<b>225,606</b>	<b>218,033</b>	<b>7,574</b>
<b>Excess Revenues Over (Under) Expenditures</b>	<b>236,315</b>	<b>30,064</b>	<b>48,251</b>	<b>18,187</b>
<b><u>OTHER SOURCES (USES)</u></b>				
Transfer Out- Food & Beverage	(118,889)	-	-	-
Interest Expense - Capital Leases	(4,814)	(1,071)	(549)	522
Principal - Capital Lease	(112,612)	(18,500)	(19,650)	(1,150)
<b>TOTAL SOURCES (USES)</b>	<b>(236,315)</b>	<b>(19,571)</b>	<b>(20,199)</b>	<b>(628)</b>
Change in Fund Balance	\$ (0)	\$ 10,493	\$ 28,052	\$ 17,559

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Food & Beverage Revenue	\$ 969,556	\$ 170,146	\$ 175,622	\$ 5,476
Golf Course Revenue	1,540,261	255,671	266,284	10,613
<b>TOTAL REVENUES</b>	<b>2,509,817</b>	<b>425,817</b>	<b>441,905</b>	<b>16,089</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Cost of Goods Sold (COGS)</u></b>				
COS - Food & Beverage	359,228	62,637	31,978	30,659
COS - Golf Course	78,342	17,212	19,694	(2,481)
<b>TOTAL COST OF SALES</b>	<b>437,570</b>	<b>79,849</b>	<b>51,672</b>	<b>28,177</b>
<b><u>Labor</u></b>				
Food & Beverage	475,379	82,903	32,675	50,227
Golf Course	641,938	102,438	96,764	5,674
<b>Total Labor</b>	<b>1,117,317</b>	<b>185,341</b>	<b>129,440</b>	<b>55,902</b>
<b><u>Other Operational Expenditures</u></b>				
Food & Beverage	265,392	54,330	26,080	28,250
Golf Course	583,666	105,956	101,575	4,381
<b>Total Other Operational Expenditures</b>	<b>849,058</b>	<b>160,286</b>	<b>127,655</b>	<b>32,630</b>
<b>TOTAL EXPENDITURES</b>	<b>2,403,945</b>	<b>425,476</b>	<b>308,767</b>	<b>116,709</b>
<b>Excess Revenues</b>				
<b>Over (Under) Expenditures</b>	<b>105,872</b>	<b>341</b>	<b>133,139</b>	<b>132,798</b>
<b><u>OTHER SOURCES (USES)</u></b>				
Transfer In- General Fund	11,554	-	-	-
Interest Expense - Capital Leases	(4,814)	(1,071)	(549)	522
Principal - Capital Lease	(112,612)	(18,500)	(19,650)	(1,150)
<b>TOTAL SOURCES (USES)</b>	<b>(105,872)</b>	<b>(19,571)</b>	<b>(20,199)</b>	<b>(628)</b>
 Change in Fund Balance	 \$ (0)	 \$ (19,230)	 \$ 112,940	 \$ 132,170

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2022

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	NOV-22 ACTUAL
<b>REVENUES</b>				
Interest - Investments	\$ 214	\$ 8	3.74%	\$ 4
<b>TOTAL REVENUES</b>	<b>214</b>	<b>8</b>	<b>3.74%</b>	<b>4</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
Miscellaneous Expenses	-	30	0.00%	15
<b>Total Administration</b>	-	30	0.00%	15
<b>Other Physical Environment</b>				
Capital Outlay	-	11,196	0.00%	11,196
<b>Total Other Physical Environment</b>	-	11,196	0.00%	11,196
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>11,226</b>	<b>0.00%</b>	<b>11,211</b>
Excess (deficiency) of revenues				
Over (under) expenditures	214	(11,218)	n/a	(11,207)
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfer In - General Fund	200,000	-	0.00%	-
Transfer In - GF (Sales Center)	87,500	-	0.00%	-
Contribution to (Use of) Fund Balance	287,714	-	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>575,214</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
Net change in fund balance	\$ 287,714	\$ (11,218)	n/a	\$ (11,207)

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2022

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>NOV-22 ACTUAL</u>
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 125	\$ 1,748	1398.40%	\$ 1,006
Special Assmnts- Tax Collector	228,315	17,370	7.61%	17,370
Special Assmnts- Prepayment	-	8,631	0.00%	-
<b>TOTAL REVENUES</b>	<b>228,440</b>	<b>27,749</b>	<b>12.15%</b>	<b>18,376</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%	165,000
Interest Expense	110,825	55,413	50.00%	55,413
<b>Total Debt Service</b>	<b>210,825</b>	<b>220,413</b>	<b>104.55%</b>	<b>220,413</b>
<b>TOTAL EXPENDITURES</b>	<b>210,825</b>	<b>220,413</b>	<b>104.55%</b>	<b>220,413</b>
Excess (deficiency) of revenues				
Over (under) expenditures	17,615	(192,664)	n/a	(202,037)
<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	\$ (192,664)	n/a	\$ (202,037)

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2022

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>NOV-22 ACTUAL</u>
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 27	\$ 261	966.67%	\$ 151
Special Assmnts- Tax Collector	62,406	4,807	7.70%	4,807
Special Assmnts- Prepayment	-	1,381	0.00%	1,381
<b>TOTAL REVENUES</b>	<b>62,433</b>	<b>6,449</b>	<b>10.33%</b>	<b>6,339</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Debt Service</u></b>				
Principal Debt Retirement	35,000	-	0.00%	-
Principal Prepayments	-	10,000	0.00%	10,000
Interest Expense	22,960	11,000	47.91%	11,000
<b>Total Debt Service</b>	<b>57,960</b>	<b>21,000</b>	<b>36.23%</b>	<b>21,000</b>
<b>TOTAL EXPENDITURES</b>	<b>57,960</b>	<b>21,000</b>	<b>36.23%</b>	<b>21,000</b>
Excess (deficiency) of revenues Over (under) expenditures	4,473	(14,551)	n/a	(14,661)
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Interfund Transfer - In	-	138	0.00%	66
Operating Transfers-Out	-	(106)	0.00%	(60)
Contribution to (Use of) Fund Balance	4,473	-	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>4,473</b>	<b>32</b>	<b>0.72%</b>	<b>6</b>
Net change in fund balance	\$ 4,473	\$ (14,519)	n/a	\$ (14,655)

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2022

<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>NOV-22 ACTUAL</b>
<b>REVENUES</b>				
Interest - Investments	\$ -	\$ 138	0.00%	\$ 66
<b>TOTAL REVENUES</b>	<b>-</b>	<b>138</b>	<b>0.00%</b>	<b>66</b>
<b>EXPENDITURES</b>				
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
Excess (deficiency) of revenues Over (under) expenditures	-	138	0.00%	66
<b>OTHER FINANCING SOURCES (USES)</b>				
Interfund Transfer - In	-	106	0.00%	60
Operating Transfers-Out	-	(138)	0.00%	(66)
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>-</b>	<b>(32)</b>	<b>0.00%</b>	<b>(6)</b>
Net change in fund balance	\$ -	\$ 106	0.00%	\$ 60

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

Supporting Schedules

November 30, 2022

**ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**  
**Monthly Trend Report - Fiscal Year 2023**  
**GENERAL FUND**

	<b>October</b>	<b>November</b>	<b>Total</b>
<b><u>REVENUES</u></b>			
Interest - Investments	\$ 4	\$ 3	\$ 7
Lexington Spa	259	-	259
Rental Income - Fairfax Hall	-	-	-
Special Assmnts - Tax Collector	-	292,519	292,519
Settlements	-	27,307	27,307
Access Cards	10	-	10
RV Parking Lot Revenue	-	-	-
<b>TOTAL REVENUES</b>	<b>273</b>	<b>319,829</b>	<b>320,102</b>

**EXPENDITURES**

**Administration**

P/R-Board of Supervisors	200	1,800	2,000
FICA Taxes	-	122	122
Workers' Compensation	-	850	850
ProfServ-Arbitrage Rebate	-	-	-
ProfServ-Dissemination Agent	-	-	-
ProfServ-Trustee Fees	5,388	-	5,388
Attorney Fees	-	6,914	6,914
Engineering Fees	-	-	-
Management Services	4,458	4,458	8,917
Assessment Roll	-	-	-
Auditing Services	-	-	-
Postage	16	12	28
Insurance-General Liability	10,000	4,400	14,400
Printing and Binding	-	154	154
Legal Advertising	-	-	-
Website Administration	-	-	-
Information Technology	700	-	700
Miscellaneous Expenses	40	15	55
Dues, Licenses, Subscriptions	-	-	-
<b>Total Administration</b>	<b>20,802</b>	<b>18,725</b>	<b>39,528</b>

**Gatehouse**

Contracts-Security Services	12,280	12,500	24,780
Utility - Water & Sewer	-	85	85
Utility - Electric	-	329	329
Street Lights	-	12,978	12,978
Repairs & Maintenance	1,042	156	1,198
Security Enhancements	-	-	-
<b>Total Gatehouse</b>	<b>13,322</b>	<b>26,048</b>	<b>39,370</b>

**Capital Expenditures & Projects**

Capital Projects	-	14,300	14,300
<b>Total Capital Expenditures &amp; Projects</b>	<b>-</b>	<b>14,300</b>	<b>14,300</b>

**ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**  
**Monthly Trend Report - Fiscal Year 2023**  
**GENERAL FUND**

	<b>October</b>	<b>November</b>	<b>Total</b>
<b><u>Towncenter Administration</u></b>			
Pest Control	398	398	796
Onsite Management	22,235	20,889	43,124
Janitorial Services and Supplies	2,828	2,836	5,664
Utility - Water & Sewer	-	873	873
Utility - Electric	-	2,602	2,602
Rentals & Leases	221	386	607
Liability/Property Insurance	76,859	(5,250)	71,609
Repairs & Maintenance	-	-	-
Special Events	300	-	300
Office Supplies	-	-	-
Computer Supplies/Equipment	-	-	-
Club Activity Supplies	-	-	-
<b>Total Towncenter Administration</b>	<b>102,841</b>	<b>22,734</b>	<b>125,575</b>
<b><u>Common Area/Recreation</u></b>			
Utility - Water & Sewer	-	609	609
Utility - Electric	-	8,222	8,222
Repairs & Maintenance	674	105	779
Roadway Repair & Maintenance	-	-	-
R&M-Emergency & Disaster Relief	-	3,120	3,120
Irrigation Repairs & Replacement	-	7,717	7,717
Landscape - Mulch	-	-	-
Landscape Maintenance	26,194	20,491	46,685
Landscape Replacement	9,846	-	9,846
Landscape - Storm Clean Up & Tree Removal	269	(269)	-
Pond/Littoral Shelf & Wetland Mgmt	1,700	1,680	3,380
Sports Courts Maintenance & Supplies	-	-	-
Holiday Decoration	-	-	-
Operating Supplies	-	-	-
<b>Total Common Area/Recreation</b>	<b>38,683</b>	<b>41,675</b>	<b>80,358</b>
<b><u>Fairfax Hall</u></b>			
Utility - Water & Sewer	-	211	211
Utility - Electric	-	6,806	6,806
Repairs & Maintenance	571	109	680
<b>Total Fairfax Hall</b>	<b>571</b>	<b>7,126</b>	<b>7,697</b>
<b><u>Social Center</u></b>			
Utility - Water & Sewer	-	250	250
Utility - Electric	-	814	814
Repairs & Maintenance	-	-	-
Operating Supplies	-	-	-
Dues, Licenses, Subscriptions	-	-	-
<b>Total Social Center</b>	<b>-</b>	<b>1,064</b>	<b>1,064</b>

**ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**  
**Monthly Trend Report - Fiscal Year 2023**  
**GENERAL FUND**

	<b>October</b>	<b>November</b>	<b>Total</b>
<b><u>Lexington Spa</u></b>			
ProfServ-Pool Maintenance	5,700	5,700	11,400
Fitness Instructors	740	720	1,460
Utility - Water & Sewer	-	5,816	5,816
Utility - Electric	-	7,585	7,585
Repairs & Maintenance	304	749	1,054
Operating Supplies	-	-	-
Dues, Licenses, Subscriptions	-	-	-
<b>Total Lexington Spa</b>	<b>6,744</b>	<b>20,570</b>	<b>27,315</b>
<b><u>Sales Center</u></b>			
Operations & Maintenance	-	-	-
<b>Total Sales Center</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Revenues</b>	<b>273</b>	<b>319,829</b>	<b>320,102</b>
<b>Total Expenditures</b>	<b>182,964</b>	<b>152,243</b>	<b>335,206</b>
<b>Excess Revenue / Over (Under) Expenditures</b>	<b>(182,691)</b>	<b>167,586</b>	<b>(15,104)</b>
<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>-</b>	<b>-</b>	<b>-</b>
<b>Net Change in Fund Balance</b>	<b>\$ (182,691)</b>	<b>\$ 167,586</b>	<b>\$ (15,104)</b>

**ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**  
**Monthly Trend Report - Fiscal Year 2023**  
**FOOD & BEVERAGE**

	<b>October</b>	<b>November</b>	<b>Total</b>
<b><u>Revenues</u></b>			
Food (Food & Soft Drinks)	\$ 57,231	\$ 64,575	\$ 121,806
Beverages (Alcohol)	24,709	22,874	47,583
Other Food & Beverage Revenue	1,563	672	2,236
Dues Income - Monthly Dues	1,648	1,796	3,444
Miscellaneous Income & Discounts	553	2,986	3,539
<b>Total Revenues</b>	<b>85,704</b>	<b>92,904</b>	<b>178,608</b>
<b><u>Expenditures</u></b>			
<b><u>Cost of Goods Sold (COGS)</u></b>			
Food (food & soft drinks)	22,567	24,269	46,836
Non-Alcoholic Beverages	1,994	2,282	4,276
Alcohol	7,417	7,844	15,260
<b>Total COGS</b>	<b>31,978</b>	<b>34,395</b>	<b>66,373</b>
<b><u>Labor</u></b>			
General and Administrative	2,884	2,652	5,536
Food & Beverage	22,864	26,419	49,283
Sales & Marketing	1,875	1,875	3,750
Payroll Taxes	2,671	3,167	5,838
Medical/Health Benefits	1,930	758	2,689
Workmans Comp	452	527	978
<b>Total Labor</b>	<b>32,675</b>	<b>35,398</b>	<b>68,074</b>
<b><u>Other Operational Expenditures</u></b>			
General and Administrative	13,567	13,819	27,386
Food & Beverage	11,358	8,488	19,846
Sales and Marketing	317	737	1,054
Insurance- P & C	839	997	1,836
<b>Total Other Oper. Expenditures</b>	<b>26,080</b>	<b>24,042</b>	<b>50,122</b>
<b>Total Expenditures</b>	<b>90,734</b>	<b>93,835</b>	<b>184,569</b>
<b>Excess Revenue / Over (Under) Expenditures</b>	<b>(5,030)</b>	<b>(931)</b>	<b>(5,961)</b>

**ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**  
**Monthly Trend Report - Fiscal Year 2023**  
**FOOD & BEVERAGE**

	October	November	Total
<b><u>Other Sources/(Uses)</u></b>			
TransferOut-Capital Reserve	-	-	-
Transfer Out- Golf Course / FB	-	-	-
Contingency	-	-	-
<b>Total Other Sources/(Uses)</b>	-	-	-
<b>Net Change in Fund Balance</b>	<b>\$ (5,030)</b>	<b>\$ (931)</b>	<b>\$ (5,961)</b>

**ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**  
**Monthly Trend Report - Fiscal Year 2023**  
**GOLF COURSE**

	<b>October</b>	<b>November</b>	<b>Total</b>
<b><u>ROUNDS</u></b>			
Rounds - Member	1,681	1,667	3,348
Rounds - Outing	1,018	714	1,732
Rounds - Public	1,837	1,657	3,494
<b>TOTAL ROUNDS</b>	<b>4,536</b>	<b>4,038</b>	<b>8,574</b>
<b><u>Revenues</u></b>			
Green Fees	68,543	68,880	\$ 137,423
Cart Fees	790	42	832
Driving Range	3,432	3,310	6,742
Pro Shop Sales	9,088	15,751	24,838
Other Golf Revenues	25	1,683	1,708
Clinic / School Revenue	225	0	225
Dues Income - Monthly Dues	42,982	44,961	87,943
Miscellaneous Income and Discounts	1,027	5,546	6,573
<b>Total Revenues</b>	<b>126,112</b>	<b>140,172</b>	<b>266,284</b>
<b><u>Expenditures</u></b>			
<b><u>Cost of Goods Sold (COGS)</u></b>			
Pro Shop	6,570	13,124	19,694
<b>Total COGS</b>	<b>6,570</b>	<b>13,124</b>	<b>19,694</b>
<b><u>Labor</u></b>			
Golf Operations Labor	15,637	16,551	32,187
General and Administrative	5,355	4,925	10,280
Maintenance and Landscaping	18,975	22,382	41,357
Payroll Taxes	2,969	3,452	6,421
Medical/Health Benefits	3,432	1,348	4,780
Workmans Comp	803	936	1,739
<b>Total Labor</b>	<b>47,171</b>	<b>49,593</b>	<b>96,764</b>
<b><u>Other Operational Expenditures</u></b>			
Golf Operations	4,664	1,462	6,126
General & Administrative	12,191	16,531	28,722
Maintenance	18,734	34,151	52,885
Sales and Marketing	589	1,369	1,957
Golf Cart Leases	3,613	3,613	7,226
FF&E	-	-	-
Taxes - Real Estate	-	-	-
Taxes - Personal Property	628	628	1,256
Insurance - P&C	1,558	1,852	3,410
<b>Total Other Oper. Expenditures</b>	<b>41,976</b>	<b>59,606</b>	<b>101,582</b>
<b>Total Expenditures</b>	<b>95,717</b>	<b>122,323</b>	<b>218,040</b>
<b>Excess Revenue / Over (Under) Expenditures</b>	<b>30,395</b>	<b>17,849</b>	<b>48,244</b>

**ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**  
**Monthly Trend Report - Fiscal Year 2023**  
**GOLF COURSE**

	<b>October</b>	<b>November</b>	<b>Total</b>
<b><u>Other Sources/(Uses)</u></b>			
Transfer In - General Fund	-	-	-
Transfer Out - Food & Beverage	-	-	-
Interest Expense - Capital Leases	-	-	-
Principal Expense - Capital Leases	-	(10,413)	(10,413)
<b>Total Other Sources/(Uses)</b>	<b>-</b>	<b>(10,413)</b>	<b>(10,413)</b>
<b>Net Change in Fund Balance</b>	<b>\$ 30,395</b>	<b>\$ 7,435</b>	<b>\$ 37,830</b>

**ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**  
**Monthly Trend Report - Fiscal Year 2023**  
**COMBINED FOOD & BEVERAGE AND GOLF COURSE**

	<b>October</b>	<b>November</b>	<b>Total</b>
<b><u>Revenues</u></b>			
Food & Beverage Revenue	\$ 85,704	\$ 92,904	\$ 178,608
Golf Course Revenue	126,112	140,172	266,284
<b>Total Revenues</b>	<b>211,816</b>	<b>233,076</b>	<b>444,891</b>
<b><u>Expenditures</u></b>			
<b><u>Cost of Goods Sold (COGS)</u></b>			
Food & Beverage	31,978	34,395	66,373
Golf Course	6,570	13,124	19,694
<b>Total COGS</b>	<b>38,548</b>	<b>47,519</b>	<b>86,067</b>
<b><u>Labor</u></b>			
Food & Beverage	32,675	35,398	68,074
Golf Course	47,171	49,593	96,764
<b>Total Labor</b>	<b>79,848</b>	<b>84,992</b>	<b>164,838</b>
<b><u>Other Operational Expenditures</u></b>			
Food & Beverage	26,080	24,042	50,122
Golf Course	41,976	59,606	101,582
<b>Total Other Oper. Expenditures</b>	<b>68,057</b>	<b>83,648</b>	<b>151,704</b>
<b>Total Expenditures</b>	<b>186,452</b>	<b>216,159</b>	<b>402,609</b>
<b>Excess Revenue / Over (Under) Expenditures</b>	<b>25,364</b>	<b>16,917</b>	<b>42,282</b>
<b><u>Other Sources/(Uses)</u></b>			
Transfer In - General Fund	-	-	-
Interest Expense - Capital Leases	-	-	-
Principal Expense - Capital Leases	-	(10,413)	(10,413)
<b>Total Other Sources/(Uses)</b>	<b>-</b>	<b>(10,413)</b>	<b>(10,413)</b>
<b>Net Change in Fund Balance</b>	<b>\$ 25,364</b>	<b>\$ 6,504</b>	<b>\$ 31,869</b>

**ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**

**Long Term Debt Report**

Series 2006A Special Assessment Bonds

For the Period Ending November 30, 2022

Interest Rate:	5.50%
Maturity Date:	5/1/2036
Reserve Fund Definition:	6.82% Outstanding
Reserve Fund Requirement:	\$156,519
Reserve Fund Balance:	\$172,548
Bonds outstanding -09/30/2006	\$15,965,000
Less: May 1, 2007 (Mandatory)	(\$250,000)
Less: May 1, 2008 (Mandatory)	(\$265,000)
Less: November 1, 2008 (Optional)	(\$190,000)
Less: May 1, 2009 (Mandatory)	(\$235,000)
Less: November 1, 2009 (Optional)	(\$45,000)
Less: November 1, 2010 (Optional)	(\$20,000)
Less: May 1, 2011 (Optional)	(\$20,000)
Less: September 30, 2015 (Optional)	(\$910,000)
Less: December 1, 2015 (Sale of SPE Land)	(\$4,670,000)
Less: December 15, 2015 (Optional)	(\$1,220,000)
Less: May 1, 2016 (Mandatory)	(\$215,000)
Less: June 9, 2016 (Optional)	(\$260,000)
Less: November 1, 2016 (Optional)	(\$500,000)
Less: May 1, 2017(Mandatory)	(\$215,000)
Less: May 1, 2017 (Optional)	(\$420,000)
Less: November 1, 2017 (Optional)	(\$495,000)
Less: May 1, 2018 (Mandatory)	(\$185,000)
Less: May 1, 2018 (Optional)	(\$350,000)
Less: November 1, 2018 (Optional)	(\$355,000)
Less: May 1, 2019 (Mandatory)	(\$170,000)
Less: May 1, 2019 (Optional)	(\$305,000)
Less: November 1, 2019 (Optional)	(\$1,445,000)
Less: May 1, 2020 (Mandatory)	(\$115,000)
Less: May 1, 2020 (Optional)	(\$125,000)
Less: November 1, 2020 (Optional)	(\$150,000)
Less: May 1, 2021 (Mandatory)	(\$115,000)
Less: May 1, 2021 (Optional)	(\$190,000)
Less: November 1, 2021 (Optional)	(\$235,000)
Less: May 1, 2022 (Mandatory)	(\$280,000)
Less: November 1, 2022 (Mandatory)	(\$55,413)
Current Bonds Outstanding	\$1,959,588

**ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT**

**Long Term Debt Report**

Series 2019 Special Assessment Bonds  
For the Period Ending November 30, 2022

Interest Rate:	3.6% - 4.0%
Maturity Date:	5/1/2036
Reserve Fund Definition:	50% MADS
Reserve Fund Requirement:	\$34,450
Reserve Fund Balance:	\$34,450
Bonds outstanding - 09/30/2019	\$1,765,000
Less: November 1, 2019 (Optional)	(\$650,000)
Less: May 1, 2020 (Mandatory)	(\$50,000)
Less: May 1, 2020 (Optional)	(\$55,000)
Less: August 1, 2020 (Optional)	(\$30,000)
Less: November 1, 2020 (Optional)	(\$65,000)
Less: February 1, 2021 (Optional)	(\$45,000)
Less: May 1, 2021 (Mandatory)	(\$40,000)
Less: May 1, 2021 (Optional)	(\$70,000)
Less: August 1, 2021 (Optional)	(\$40,000)
Less: November 1, 2021 (Optional)	(\$45,000)
Less: February 1, 2022 (Optional)	(\$30,000)
Less: May 1, 2022 (Mandatory)	(\$35,000)
Less: August 1, 2022 (Optional)	(\$25,000)
Less: November 1, 2022 (Optional)	(\$11,000)
Less: November 1, 2022 (Optional)	(\$10,000)
<b>Current Bonds Outstanding</b>	<b>\$564,000</b>

**ARLINGTON RIDGE**  
**COMMUNITY DEVELOPMENT DISTRICT**  
Golf Club Revenue Comparisons

**Golf Course**

	<b>FY 2022</b>		<b>FY 2023</b>		<b>Variance</b>
October	\$ 102,177	\$	126,112	\$	23,935
November	131,782		140,172		8,390
December	132,669		-		(132,669)
January	141,087		-		(141,087)
February	170,246		-		(170,246)
March	178,794		-		(178,794)
April	162,095		-		(162,095)
May	132,121		-		(132,121)
June	132,121		-		(132,121)
July	98,170		-		(98,170)
August	100,048		-		(100,048)
September	106,762		-		(106,762)
<b>Total</b>	<b>\$ 1,588,072</b>	<b>\$</b>	<b>266,284</b>	<b>\$</b>	<b>(1,321,788)</b>

**Food & Beverage**

	<b>FY 2022</b>		<b>FY 2023</b>		<b>Variance</b>
October	\$ 82,534	\$	85,704	\$	3,170
November	77,664		92,904		15,240
December	90,633		-		(90,633)
January	79,205		-		(79,205)
February	106,602		-		(106,602)
March	60,133		-		(60,133)
April	95,321		-		(95,321)
May	74,983		-		(74,983)
June	67,408		-		(67,408)
July	63,401		-		(63,401)
August	64,981		-		(64,981)
September	84,613		-		(84,613)
<b>Total</b>	<b>\$ 947,477</b>	<b>\$</b>	<b>178,608</b>	<b>\$</b>	<b>(768,869)</b>

**Cumulative**

	<b>FY 2022</b>		<b>FY 2023</b>		<b>Variance</b>
October	\$ 184,710	\$	211,816	\$	27,106
November	209,446		233,076		23,630
December	223,302		-		(223,302)
January	220,292		-		(220,292)
February	276,848		-		(276,848)
March	238,927		-		(238,927)
April	257,416		-		(257,416)
May	207,104		-		(207,104)
June	199,529		-		(199,529)
July	161,571		-		(161,571)
August	165,029		-		(165,029)
September	191,375		-		(191,375)
<b>Total</b>	<b>\$ 2,535,549</b>	<b>\$</b>	<b>444,892</b>	<b>\$</b>	<b>(2,090,657)</b>

**ARLINGTON RIDGE**  
Community Development District

**Special Assessments FY 2023 Receipts**  
For the Period Ending November 30, 2022

**Maintenance Assessments**

GROSS ASSESSMENTS           \$2,375,780  
NET ASSESSMENTS           \$2,233,233

DATE RECEIVED	GROSS AMOUNT RECEIVED	DISCOUNTS/ COMMISSIONS	NET AMOUNT RECEIVED
11/23/22	\$38,664	\$2,565	\$36,098
11/23/22	272,556	16,135	256,421
<b>TOTAL COLLECTED</b>	<b>\$311,220</b>	<b>\$18,700</b>	<b>\$292,519</b>
<b>PERCENTAGE COLLECTED</b>			<b>13.10%</b>

**Debt Service Assessments**

GROSS ASSESSMENTS           \$280,493           \$219,695           \$60,798  
NET ASSESSMENTS           \$263,664           \$206,513           \$57,150

DATE RECEIVED	GROSS AMOUNT RECEIVED	DISCOUNTS/ COMMISSIONS	NET AMOUNT RECEIVED	SERIES 2006 DEBT SERVICE	SERIES 2019 DEBT SERVICE
11/23/22	\$3,180	\$224	\$2,956	\$2,316	\$641
11/23/22	20,431	1,210	19,221	15,055	4,166
<b>TOTAL COLLECTED</b>	<b>\$23,611</b>	<b>\$1,433</b>	<b>\$22,178</b>	<b>\$17,370</b>	<b>\$4,807</b>
<b>PERCENTAGE COLLECTED</b>			<b>8.41%</b>	<b>8.41%</b>	<b>8.41%</b>

# **Subsection 7C**

## **Invoices and Check Register**

# ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT

## Payment Register by Bank Account

For the Period from 11/1/22 to 11/30/22

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>TRUIST (SUNTRUST) - GF OPERATING ACCOUNT - (ACCT#XXXX1442)</b>							
<b>CHECK # 2913</b>							
11/01/22	Vendor	APTRONICS COMMUNICATION DEPOT, INC	CL0338345	LM MEGA ARM 1/2 HP 24VDC MOTOR/BELT	Repairs & Maintenance	001-546156-53904	\$1,042.05
11/01/22	Vendor	APTRONICS COMMUNICATION DEPOT, INC	CL0338312	TECH SVC CAMERAS	Repairs due to damage from forced opening by resta	001-549942-51302	\$156.25
<b>Check Total</b>							<b>\$1,198.30</b>
<b>CHECK # 2914</b>							
11/01/22	Vendor	CA FLORIDA HOLDINGS, LLC	0004924458	RFP AUDIT FY 2022	Workshop meeting notice	001-548002-51302	\$114.28
<b>Check Total</b>							<b>\$114.28</b>
<b>CHECK # 2915</b>							
11/01/22	Vendor	DEANS SERVICES	21031148	LOC 124281 O'HARA'S PUB OCT 2022 PEST CONTROL	SOCIAL CENTER	001-531170-57255	\$61.48
11/01/22	Vendor	DEANS SERVICES	21031149	LOC 124283 - FAIRFAX HALL OCT 2022 PEST CONTROL	FAIRFAX HALL	001-531170-57245	\$93.83
11/01/22	Vendor	DEANS SERVICES	21031150	LOC 124295 - VILLAGE ADMIN OCT 2022 PEST CONTROL	ADMINISTRATION	001-531170-53948	\$29.12
11/01/22	Vendor	DEANS SERVICES	21031394	LOC 21031394 - SOCIAL CENTER OCT 2022 PEST CONTROL	SOCIAL CENTER	001-531170-57255	\$83.05
11/01/22	Vendor	DEANS SERVICES	21043688	LOC 223792 - AR STORAGE TRAILER OCT 2022 PEST CONT	STORAGE TAILER	001-531170-57221	\$58.30
11/01/22	Vendor	DEANS SERVICES	21031393	LOC 145609 - HEALTH CENTER OCT 2022 PEST CONTROL	HEALTH CENTER	001-531170-57258	\$72.26
<b>Check Total</b>							<b>\$398.04</b>
<b>CHECK # 2916</b>							
11/01/22	Vendor	FLORIDA AQUA GROUP LLC	10565	POOL REPAIRS	Repairs & Maintenance	001-546156-57258	\$304.20
11/01/22	Vendor	FLORIDA AQUA GROUP LLC	10551	OCT 2022 POOL MAINT	ProfServ-Pool Maintenance	001-531034-57258	\$5,700.00
<b>Check Total</b>							<b>\$6,004.20</b>
<b>CHECK # 2917</b>							
11/01/22	Vendor	MMD COMPUTER CENTER INC	71036	IT SVCS	AUDIO REPAIRS	001-549942-51302	\$544.00
<b>Check Total</b>							<b>\$544.00</b>
<b>CHECK # 2918</b>							
11/01/22	Vendor	SOLITUDE LAKE MANAGEMENT	PSI-11890	OCT 2022 LAKE MAINT	Pond/Littoral Shelf & Wetland Mgmt	001-546520-57221	\$1,700.00
<b>Check Total</b>							<b>\$1,700.00</b>
<b>CHECK # 2919</b>							
11/02/22	Employee	ROBERT A. HOOVER	PAYROLL	November 02, 2022 Payroll Posting			\$184.70
<b>Check Total</b>							<b>\$184.70</b>
<b>CHECK # 2920</b>							
11/02/22	Employee	WILLIAM V. MIDDLEMISS	PAYROLL	November 02, 2022 Payroll Posting			\$184.70
<b>Check Total</b>							<b>\$184.70</b>
<b>CHECK # 2921</b>							
11/01/22	Vendor	DUNSTAN & SON PLUMBING COMPANY	220921023	INST. NEW FAUCET ON HANDWASH SINK	Repairs & Maintenance	001-546156-57258	\$504.00
<b>Check Total</b>							<b>\$504.00</b>

# ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT

## Payment Register by Bank Account

For the Period from 11/1/22 to 11/30/22

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>CHECK # 2922</b>							
11/01/22	Vendor	KE LAW PLLC	4405	GEN COUNSEL THRU SEPT 2022	Attorney Fees	001-531058-51302	\$12,110.63
<b>Check Total</b>							<u>\$12,110.63</u>
<b>CHECK # 2923</b>							
11/01/22	Vendor	WILLIAM MIDDLEMISS	101122	ACH RETURNED	Due From Other Funds	131000	\$184.70
<b>Check Total</b>							<u>\$184.70</u>
<b>CHECK # 2924</b>							
11/03/22	Vendor	DEL-AIR HEATING, AIR CONDITIONING	HS-000540825	COMMERCIAL DIAGNOSTIC/REPLACE DUAL RUN	AC/REPAIRS	001-546156-57245	\$571.00
11/03/22	Vendor	DEL-AIR HEATING, AIR CONDITIONING	HS-000530564	COMMERCIAL DIAGNOSTIC - HVAC	Repairs & Maintenance	001-546156-57245	\$129.00
11/03/22	Vendor	DEL-AIR HEATING, AIR CONDITIONING	HS-000530605	COMMERCIAL PREV MAINT - HVAC	PREV MAINT	001-546156-57258	\$940.00
<b>Check Total</b>							<u>\$1,640.00</u>
<b>CHECK # 2925</b>							
11/03/22	Vendor	FLORALAWN INC	15146	OCT 2022 LANDSCAPE MAINT	OCT LANDSCAPE MAINT	001-546300-57221	\$16,288.83
11/03/22	Vendor	FLORALAWN INC	15146	OCT 2022 LANDSCAPE MAINT	MONTHLY IRR CHECK	001-546179-57221	\$2,200.00
11/03/22	Vendor	FLORALAWN INC	15146	OCT 2022 LANDSCAPE MAINT	PEST CONTROL APPLICATIONS	001-546300-57221	\$6,416.50
11/03/22	Vendor	FLORALAWN INC	15146	OCT 2022 LANDSCAPE MAINT	ADDENDUM FOR ADDITIONAL LANDSCAPE	001-546300-57221	\$375.00
11/03/22	Vendor	FLORALAWN INC	15146	OCT 2022 LANDSCAPE MAINT	ADDENDUM FOR BENT CREEK LANE	001-546300-57221	\$262.00
11/03/22	Vendor	FLORALAWN INC	15439	STORM CLEAN UP	MONTHLY IRR CHECK	001-546515-57221	\$268.73
11/03/22	Vendor	FLORALAWN INC	15439	STORM CLEAN UP	PEST CONTROL APPLICATIONS	001-546300-57221	\$783.78
11/03/22	Vendor	FLORALAWN INC	15439	STORM CLEAN UP	ADDENDUM FOR ADDITIONAL LANDSCAPE	001-546300-57221	\$45.81
11/03/22	Vendor	FLORALAWN INC	15439	STORM CLEAN UP	ADDENDUM FOR BENT CREEK LANE	001-546300-57221	\$32.00
11/03/22	Vendor	FLORALAWN INC	15439	STORM CLEAN UP	OCT LANDSCAPE MAINT	001-546300-57221	\$1,989.68
11/03/22	Vendor	FLORALAWN INC	15450	BED FIX	tree replacement	001-546338-57221	\$1,858.10
11/03/22	Vendor	FLORALAWN INC	15677	REMOVAL OF DEAD PINE/OAK TREES	TREE REMOVAL	001-546338-57221	\$7,987.50
<b>Check Total</b>							<u>\$38,507.93</u>
<b>CHECK # 2926</b>							
11/03/22	Vendor	FLORIDA AQUA GROUP LLC	10573	NOV POOL MAINT	Pool Maintenance	001-531034-57258	\$5,700.00
<b>Check Total</b>							<u>\$5,700.00</u>
<b>CHECK # 2927</b>							
11/03/22	Vendor	GLOBISER INC	2337	OCT 2022 JANITORIAL SVCS	Janitorial Svcs	001-534349-53948	\$2,055.24
11/03/22	Vendor	GLOBISER INC	2337	OCT 2022 JANITORIAL SVCS	Janitorial Supplies	001-534349-53948	\$287.50
<b>Check Total</b>							<u>\$2,342.74</u>
<b>CHECK # 2928</b>							
11/03/22	Vendor	KE LAW PLLC	3892	GEN COUNSEL THRU AUG 2022	Attorney Fees	001-531058-51302	\$5,943.66
<b>Check Total</b>							<u>\$5,943.66</u>
<b>CHECK # 2929</b>							
11/03/22	Vendor	NANCY WALBURN	103122	ZUMBA CLASSES 10/10-10/28/22	Fitness Instructors	001-534112-57258	\$240.00
<b>Check Total</b>							<u>\$240.00</u>

# ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT

## Payment Register by Bank Account

For the Period from 11/1/22 to 11/30/22

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>CHECK # 2930</b>							
11/03/22	Vendor	UNI-FIRST CORPORATION	920 1454082	FLOOR MATS	MATS	001-534349-53948	\$91.25
11/03/22	Vendor	UNI-FIRST CORPORATION	920 1454082	FLOOR MATS	FUEL SURCHG	001-534349-53948	\$3.00
<b>Check Total</b>							\$94.25
<b>CHECK # 2931</b>							
11/07/22	Vendor	ARLINGTON RIDGE GOLF CLUB	213	COFFEE TALK 10/26/22	Event - Coffee Talk	001-549052-53948	\$300.00
<b>Check Total</b>							\$300.00
<b>CHECK # 2933</b>							
11/07/22	Vendor	DEL-AIR HEATING, AIR CONDITIONING	HS-000542554	HVAC SVCS - O'HARA'S PUB	PREV MAINT	001-546156-57221	\$99.00
<b>Check Total</b>							\$99.00
<b>CHECK # 2934</b>							
11/07/22	Vendor	LISA M SCHATTE	1124	GROUP FITNESS	Fitness Instructors	001-534112-57258	\$80.00
<b>Check Total</b>							\$80.00
<b>CHECK # 2935</b>							
11/07/22	Vendor	PEGASUS ENGINEERING	226304	ENGG SVCS THRU SEPT 2022	Engineering Fees	001-531092-51302	\$7,253.57
<b>Check Total</b>							\$7,253.57
<b>CHECK # 2936</b>							
11/07/22	Vendor	ROB NICHOLS	0919	MYSTIC ICE CREAM & MUSIC	Special Events	001-549052-53948	\$500.00
<b>Check Total</b>							\$500.00
<b>CHECK # 2937</b>							
11/07/22	Vendor	SOLITUDE LAKE MANAGEMENT	PSI-17674	OCT 2022 MAINT	Pond/Littoral Shelf & Wetland Mgmt	001-546520-57221	\$1,700.00
<b>Check Total</b>							\$1,700.00
<b>CHECK # 2938</b>							
11/07/22	Vendor	SPRINGER-PETERSON ROOFING & SHEET METAL INC	43249	REPAIR SHINGLES ON ROOF	shingle repair on Fair Fax Hall	001-546156-57245	\$652.13
<b>Check Total</b>							\$652.13
<b>CHECK # 2939</b>							
11/07/22	Vendor	SUSAN KAPLAN	009	FITNESS INSTRUCTOR 8/22-8/17/22	Fitness Instructors	001-534112-57258	\$180.00
11/07/22	Vendor	SUSAN KAPLAN	010	FITNESS INSTRUCTOR 8/22-8/31/22	Fitness Instructors	001-534112-57258	\$180.00
11/07/22	Vendor	SUSAN KAPLAN	011	FITNESS INSTRUCTOR 9/5-9/14/22	Fitness Instructors	001-534112-57258	\$180.00
11/07/22	Vendor	SUSAN KAPLAN	008	FITNESS INSTRUCTOR 7/25-8/3/22	Fitness Instructors	001-534112-57258	\$180.00
11/07/22	Vendor	SUSAN KAPLAN	013	FITNESS INSTRUCTOR 10/3-10/12/22	Fitness Instructors	001-534112-57258	\$180.00
11/07/22	Vendor	SUSAN KAPLAN	012	FITNESS INSTRUCTOR 9/19-9/28/22	Fitness Instructors	001-534112-57258	\$150.00
<b>Check Total</b>							\$1,050.00
<b>CHECK # 2940</b>							
11/11/22	Vendor	ALLIED UNIVERSAL SECURITY SERVICES	13487948	SEC SVCS OCT 2022	Contracts-Security Services	001-534037-53904	\$12,280.28
<b>Check Total</b>							\$12,280.28

# ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT

## Payment Register by Bank Account

For the Period from 11/1/22 to 11/30/22

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>CHECK # 2941</b>							
11/11/22	Vendor	ARLINGTON RIDGE GOLF CLUB	09302022	IRR BILL BACK FOR JULY-SEPT	Shared common area irrigation water	001-543021-57221	\$1,597.61
<b>Check Total</b>							<b>\$1,597.61</b>
<b>CHECK # 2942</b>							
11/11/22	Vendor	RALEX BUSINESS SERVICES, INC.	33542	XEROX ALTALINK	Printer/copier	001-544025-53948	\$385.67
<b>Check Total</b>							<b>\$385.67</b>
<b>CHECK # 2943</b>							
11/11/22	Vendor	UNI-FIRST CORPORATION	920 1448142	FLOOR MATTS	MATS	001-534349-53948	\$97.33
11/11/22	Vendor	UNI-FIRST CORPORATION	920 1448142	FLOOR MATTS	FUEL SURCHG	001-534349-53948	\$3.21
11/11/22	Vendor	UNI-FIRST CORPORATION	920 1432479	FLOOR MATTS	MATS	001-534349-53948	\$81.98
11/11/22	Vendor	UNI-FIRST CORPORATION	920 1432479	FLOOR MATTS	FUEL SURCHG	001-534349-53948	\$2.70
11/11/22	Vendor	UNI-FIRST CORPORATION	920 1422784	FLOOR MATTS	MATS	001-534349-53948	\$85.55
11/11/22	Vendor	UNI-FIRST CORPORATION	920 1422784	FLOOR MATTS	FUEL SURCHG	001-534349-53948	\$2.82
11/11/22	Vendor	UNI-FIRST CORPORATION	920 1446146	FLOOR MATTS	MATS	001-534349-53948	\$91.24
11/11/22	Vendor	UNI-FIRST CORPORATION	920 1446146	FLOOR MATTS	FUEL SURCHG	001-534349-53948	\$3.01
11/11/22	Vendor	UNI-FIRST CORPORATION	920 1442228	FLOOR MATTS	MATS	001-534349-53948	\$58.59
11/11/22	Vendor	UNI-FIRST CORPORATION	920 1442228	FLOOR MATTS	FUEL SURCHG	001-534349-53948	\$1.93
11/11/22	Vendor	UNI-FIRST CORPORATION	920 1456132	FLOOR MATTS	MATS	001-534349-53948	\$98.70
11/11/22	Vendor	UNI-FIRST CORPORATION	920 1456132	FLOOR MATTS	FUEL SURCHG	001-534349-53948	\$3.25
11/11/22	Vendor	UNI-FIRST CORPORATION	920 1458031	FLOOR MATTS	MATS	001-534349-53948	\$91.25
11/11/22	Vendor	UNI-FIRST CORPORATION	920 1458031	FLOOR MATTS	FUEL SURCHG	001-534349-53948	\$3.00
<b>Check Total</b>							<b>\$624.56</b>
<b>CHECK # 2944</b>							
11/15/22	Vendor	DUNSTAN & SON PLUMBING COMPANY	110922	TOILET TANK REPAIRS	Repairs & Maintenance	001-546156-57258	\$229.65
<b>Check Total</b>							<b>\$229.65</b>
<b>CHECK # 2945</b>							
11/15/22	Vendor	FITNESS SERVICES OF FLORIDA INC	26099	BI-MONTHLY PREVENTIVE MAINT EXERCISE EQUIP	Bi-Monthly PM inspection	001-546156-57258	\$290.00
<b>Check Total</b>							<b>\$290.00</b>
<b>CHECK # 2946</b>							
11/22/22	Vendor	DUNSTAN & SON PLUMBING COMPANY	221108037	REPAIRS / LEXINGTON SPA	Repairs & Maintenance	001-546156-57258	\$229.65
<b>Check Total</b>							<b>\$229.65</b>
<b>CHECK # 2947</b>							
11/22/22	Vendor	FLORALAWN INC	15381	IRR REPAIRS	golf course irrigation repair	001-546179-53908	\$2,279.34
<b>Check Total</b>							<b>\$2,279.34</b>
<b>CHECK # 2948</b>							
11/25/22	Employee	ROBERT A. HOOVER	PAYROLL	November 25, 2022 Payroll Posting			\$184.70
<b>Check Total</b>							<b>\$184.70</b>

# ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT

## Payment Register by Bank Account

For the Period from 11/1/22 to 11/30/22

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>CHECK # 2949</b>							
11/23/22	Vendor	ARLINGTON RIDGE CDD C/O US BANK	111422-2006A	TRSF TAX COLLECTIONS SERIES 2006A	Due From Other Funds	131000	\$18,983.10
11/23/22	Vendor	ARLINGTON RIDGE CDD C/O US BANK	111422-2019	TRSF TAX COLLECTIONS SERIES 2019	Due From Other Funds	131000	\$7,238.60
<b>Check Total</b>							\$26,221.70
<b>ACH #DD1073</b>							
11/02/22	Employee	CLAIRE I. MURPHY	PAYROLL	November 02, 2022 Payroll Posting			\$184.70
<b>ACH Total</b>							\$184.70
<b>ACH #DD1074</b>							
11/02/22	Employee	STEPHEN J. BRAUN	PAYROLL	November 02, 2022 Payroll Posting			\$184.70
<b>ACH Total</b>							\$184.70
<b>ACH #DD1076</b>							
11/01/22	Vendor	THE CITY OF LEESBURG	101122 ACH	WATER CHGS 9/2-10/5/22	Utility - Water & Sewer	001-543021-53948	\$138.70
11/01/22	Vendor	THE CITY OF LEESBURG	101122 ACH	WATER CHGS 9/2-10/5/22	Utility - Water & Sewer	001-543021-53904	\$44.72
11/01/22	Vendor	THE CITY OF LEESBURG	101122 ACH	WATER CHGS 9/2-10/5/22	Utility - Water & Sewer	001-543021-57245	\$113.02
11/01/22	Vendor	THE CITY OF LEESBURG	101122 ACH	WATER CHGS 9/2-10/5/22	Utility - Water & Sewer	001-543021-57258	\$2,909.12
11/01/22	Vendor	THE CITY OF LEESBURG	101122 ACH	WATER CHGS 9/2-10/5/22	Utility - Water & Sewer	001-543021-57221	\$381.45
<b>ACH Total</b>							\$3,587.01
<b>ACH #DD1077</b>							
11/01/22	Vendor	THE CITY OF LEESBURG	101022 ACH	BILL PERIOD 10/2022	Due from Golf	133517	\$5,469.79
<b>ACH Total</b>							\$5,469.79
<b>ACH #DD1078</b>							
11/08/22	Vendor	JAMES M PIERSALL - PAYROLL - ACH	102022	BOARD PAY OCT 20 2022	P/R-Board of Supervisors	001-511001-51302	\$200.00
<b>ACH Total</b>							\$200.00
<b>ACH #DD1079</b>							
11/25/22	Employee	WILLIAM V. MIDDLEMISS	PAYROLL	November 25, 2022 Payroll Posting			\$184.70
<b>ACH Total</b>							\$184.70
<b>ACH #DD1080</b>							
11/25/22	Employee	CLAIRE I. MURPHY	PAYROLL	November 25, 2022 Payroll Posting			\$184.70
<b>ACH Total</b>							\$184.70
<b>ACH #DD1081</b>							
11/25/22	Employee	STEPHEN J. BRAUN	PAYROLL	November 25, 2022 Payroll Posting			\$184.70
<b>ACH Total</b>							\$184.70
<b>ACH #DD1082</b>							
11/17/22	Vendor	THE CITY OF LEESBURG	111022 ACH	BILL PRD 10/3-11/1/22	Utility - Water & Sewer	001-543021-53948	\$293.73
<b>ACH Total</b>							\$293.73
<b>ACH #DD1083</b>							
11/22/22	Vendor	DUKE ENERGY	110122 ACH	BILL PRD 9/30-10/28/22	Utility - Electric	001-543041-53948	\$1,302.06

# ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT

## Payment Register by Bank Account

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(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
11/22/22	Vendor	DUKE ENERGY	110122 ACH	BILL PRD 9/30-10/28/22	Utility - Electric	001-543041-53904	\$147.47
11/22/22	Vendor	DUKE ENERGY	110122 ACH	BILL PRD 9/30-10/28/22	Utility - Electric	001-543041-57221	\$3,048.87
11/22/22	Vendor	DUKE ENERGY	110122 ACH	BILL PRD 9/30-10/28/22	Street Lights	001-543057-53904	\$6,477.50
11/22/22	Vendor	DUKE ENERGY	110122 ACH	BILL PRD 9/30-10/28/22	Utility - Electric	001-543041-57245	\$3,406.48
11/22/22	Vendor	DUKE ENERGY	110122 ACH	BILL PRD 9/30-10/28/22	Utility - Electric	001-543041-57255	\$408.63
11/22/22	Vendor	DUKE ENERGY	110122 ACH	BILL PRD 9/30-10/28/22	Utility - Electric	001-543041-57258	\$3,795.08
<b>ACH Total</b>							<b>\$18,586.09</b>
<b>ACH #DD1084</b>							
11/28/22	Vendor	SECO ENERGY	110922 ACH	10/7-11/7/2022	Utility - Electric	001-543041-53904	\$18.23
11/28/22	Vendor	SECO ENERGY	110922 ACH	10/7-11/7/2022	Utility - Electric	001-543041-57221	\$1,068.23
<b>ACH Total</b>							<b>\$1,086.46</b>
<b>Account Total</b>							<b>\$163,700.57</b>

**TRUIST (SUNTRUST) - CAPITAL RESERVE ACCOUNT - (ACCT#XXXXX1459)**

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
11/15/22	Vendor	PRESSURE AND FLOW LLC	1545	CAPITAL RESERVE - PUMP STATION	Capital Outlay	002-564043-53908	\$11,196.30
<b>Check Total</b>							<b>\$11,196.30</b>
<b>Account Total</b>							<b>\$11,196.30</b>

<b>Total Amount Paid</b>	<b>\$174,896.87</b>
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