

*Arlington Ridge Community
Development District*

*Continued Meeting
Agenda*

January 14, 2021

AGENDA

*Arlington Ridge
Community Development District*

Continued Meeting Agenda

**Friday
January 14, 2022
10:00 a.m.**

**Fairfax Hall
4475 Arlington Ridge Blvd.
Leesburg, Florida**

1. Roll Call
2. Pledge of Allegiance
3. Public Comment Period
4. Business Items
 - A. Consideration of Management Services Master Agreement with Inframark, LLC
 - B. Consideration of Resolution 2022-13 Designating Officers of the District and Providing for an Effective Date
 - C. Consideration of Resolution 2022-14 Designating Authorization and Actions Relating to the Accounts of the District
 - D. Consideration of Resolution 2022-15 Appointing and Fixing the Compensation of the District Manager
5. Other Business
6. Supervisor's Requests and Audience Questions and Comments
7. Next Meeting Date: January 20, 2022 at 2:00 PM
8. Adjournment

SECTION IV

SECTION A

MANAGEMENT SERVICES MASTER AGREEMENT

This **Management Services Master Agreement** (the “Agreement”) is made this 14th day January 2022, between:

- 1) **Arlington Ridge Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (hereinafter the “District”); and
- 2) **INFRAMARK, LLC**, a Texas limited liability company registered in Florida, with its principal place of business at 2002 West Grand Parkway North, Suite 100, Katy, Texas 77449 (hereinafter the “Service Company”)

BACKGROUND

The District desires to procure management services required for the District as set forth in Schedule A attached to this Agreement (“Services”) and the Service Company desires to provide said operations and maintenance services to the District.

In consideration of the mutual promises in this Agreement, the parties agree as follows:

1) TERM AND TERMINATION

1.1 The term of this Agreement shall be for an initial period of one (1) year effective January 17, 2022, and shall automatically renew for additional one (1) year terms unless either party terminates for any reason, in writing by certified mail return receipt requested, in accordance with the terms of the Agreement. Billing will be prorated for transition services in January 2022 with full billing commencing once amenity/field staffing is complete.

1.2 The failure of either party to comply with the terms of this Agreement shall constitute a default. Upon default by one party, the other party shall send written Notice of Termination. Such notice shall clearly specify the nature of the default and provide the defaulting party forty-five (45) days to cure the default. If the default is capable of being cured within forty-five (45) days, but is not cured, the Agreement the non-breaching party may terminate the Agreement at midnight of the forty-fifth (45th) day following receipt of the Notice. In the case of default that cannot be cured within forty-five (45) days, this Agreement shall not terminate so long as the defaulting party has given written notice of the extension to the other party and the defaulting party has commenced and is diligently pursuing a cure.

1.3 This Agreement may be terminated upon the dissolution or court-declared invalidity of the District.

1.4 This Agreement may be terminated by either party upon ninety (90) days prior written notice to the other party without cause.

1.5 Upon termination, the Service Company shall be paid in full for all services rendered and reimbursed for all

reasonable costs and/or expenses incurred on behalf of the District through the date of termination.

2) SERVICE COMPANY’S SERVICES

2.1. Service Company shall provide the services as set forth in Schedule A attached to this Agreement (the “Services”).

2.2. In the event the District is an established and previously operating entity on the date of this Agreement, the District shall provide or make available to the Service Company the following records within two (2) weeks of execution of the Agreement:

- 2.2.1. All financial books and records of the District;
- 2.2.2. All bank statements of all accounts of the District;
- 2.2.3. Copies of all contracts and agreements to which District is a party;
- 2.2.4. Copies of all minutes, resolutions and other official actions of the District; and
- 2.2.5. Copies of recorded Covenants and Restrictions, Articles of Incorporation, by-laws, any amendments thereto, and plats (to include addresses).

It is agreed between the District and the Service Company that the Service Company shall have no liability for any errors contained in the above-referenced documents, and shall have no liability for errors which may result from the use of the above-referenced documents should errors be contained therein. District and Service Company agree that any failure of the District’s prior management firm to provide the above information shall not constitute a default of this Agreement by the District; however, if Service Company is not able to perform any portion of the Services because the prior management firm has not provided such information, any such failure to perform shall not constitute a default of this Agreement by Service Company. District and Service Company agree that any failure of the Service Company to perform any portion of the Services because Service Company did not have access to the above-referenced document during this two(2) week period, any such failure to perform shall not constitute of default of this Agreement by Service Company

2.3. Service Company may offer and/or District may request, that additional services be provided under this Agreement. In the event that the Service Company and the

District agree upon a change in the scope of services to be provided under this Agreement, such agreement as well as the change in compensation, if any, shall be agreed to in writing by both Parties and will be invoiced in accordance with this Agreement.

2.4. In performing the services, Service Company may rely on information supplied by the District and Service Company shall not be required to independently verify the accuracy and completeness of such information. In addition, although the Service Company may participate in the accumulation of information developed by others necessary for use in documents required by the District, Service Company is not responsible for verifying the accuracy of such information to the extent that it is provided by the District.

2.5. Nothing in this Agreement shall prohibit the Service Company from (a) performing water and wastewater utility management, customer services, utility billing, and operation and maintenance services for the District under a separate agreement; and (b) providing for the benefit of any other district services similar to the services provided to District. District hereby waives any and all conflicts of interest or potential conflicts of interest, it being specifically agreed to and understood that Service Company's provision of such services to the District or to any other district shall not constitute a conflict of interest under this Agreement.

2.6. Even though Service Company's employees may include licensed attorneys and engineers, the District acknowledges that Service Company is not performing in the capacity of a law firm or an engineering firm when providing services under this Agreement. Service Company may offer general interpretation of documents, but legal opinions are obtainable only from the District's legal counsel.

2.7. Service Company shall provide the Services in a professional and workmanlike manner, and in accordance with generally accepted industry practices. THE SERVICE COMPANY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES UNDER LAW.

2.8. If the scope of services requires the Service Company to administer or supervise the District's personnel, the Service Company shall not be responsible for any damages, losses, settlement payments deficiencies, liabilities, costs and expenses resulting from the failure of the District's employees to follow the instructions of the Service Company.

3) DISTRICT OBLIGATIONS

3.1. District shall:

3.1.1. Perform all duties and discharge all responsibilities and obligations not expressly assumed by the Service Company pursuant to the terms of this Agreement;

3.1.2. Obtain and maintain all state, federal, and local permits and licenses required;

3.1.3. Comply with applicable law relating to the management of the District to the extent that the responsibility

of complying with those laws is not specifically assumed by the Service Company under this Agreement (the Service Company shall not be responsible for the District's failure to comply with any provision of applicable law that is not otherwise specifically assumed by the Service Company hereunder); and

3.2. The Service Company shall have no liability for vendor late charges if the late charges are not the result of the Service Company's fault or negligence.

3.3. The District represents and warrants that:

3.3.1. It is duly organized, validly existing, and in good standing under the laws of its state;

3.3.2. It has all requisite power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;

3.3.3. The execution, delivery, and performance of this Agreement has been duly and validly authorized by it by all necessary action, and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms;

3.3.4. It shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement;

3.3.5. There is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement; and

3.4. The District shall operate as a body, dictated by the District legal documents and applicable laws. Authority lies in a majority vote of the Board, and no Board member shall act independently unless authorized by a Board Resolution that empowers him to make specific decisions independently or spend funds within a specified dollar range. District shall also appoint a liaison to communicate Board decisions to Service Company. If no liaison is named, it shall be the Chairman. The District acknowledges and agrees that in the course of providing the Services, it may be necessary for Service Company to use District computer systems, data systems, or networks, or to come into contact with District residents' personal information. District shall notify Service Company of any protocols for said systems and information, and Service Company shall follow all such protocols as provided, and shall not be liable for the loss or compromise of District systems or information. If no protocols are provided, then Service Company shall treat such systems and information with the same degree of care and confidentiality as it treats its own systems and information, but no less than a reasonable degree of care. Notwithstanding anything in this Agreement to the contrary, Service Company is not liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the District or any third party as a result of a data security breach or other cyber security breach to the District's computer systems, operating systems, and all other

technological or information systems related to the Services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result Service Company's negligence or willful misconduct.

4) FEES AND PAYMENT

4.1. The District shall pay to the Service Company any prorated amount for January (commencing January 17, 2022 through the remainder of the month) within thirty (30) days of the Effective Date, to provide for the data input, review, and organization of the District's documents.

4.2. Thereafter, the District shall pay the Service Company a fee of \$325,050.00 ("Annual Base Fee") plus applicable sales tax, if any, and related expenses shall be paid to the Service Company monthly as compensation for the services set forth herein, per schedule(s) defined in Section 1 and attached hereto as part of this Agreement, and/or as may be described on the Miscellaneous Schedule of Charges. The monthly Base Fee shall be due within thirty (30) days of the date of invoice.

4.3. Attendance of meetings is based on an allocation of up to twelve (12) meetings per year, including of the Annual meeting of Members and a Budget meeting, with an allocation of up to two (2) hours per meeting scheduled. The Service Company will bill the District \$125.00 for each additional hour spent attending meetings. Further, meetings which extend past 9:00 p.m. may be charged time and one-half (1.5 x hourly) the hourly rate for meetings. In addition, the Service Company shall bill the District double the prescribed hourly rate of \$125 for each hour spent attending meetings which are scheduled and conducted between the hours of 5:00 P.M. Friday and 9:00 AM. Monday. The Service Company shall not charge for travel time to and from meetings.

4.4. Additional services not described on Schedule A which are rendered by the Service Company for or on behalf of the District, with the District's prior written consent, including, but not limited to, preparation of special schedules in assisting auditors, preparation for lawsuits or court appearances, and/or the coordination of insurance claims, major construction projects, or emergency repairs due to acts of God, when requested by the District, will be billed at the rate of \$125.00 per hour or as otherwise agreed by Service Company, to be paid by the District upon receipt of statement. The billing and/or supervision of construction for restoration due to insurance claims or special construction projects shall be billed as a part of the claim at the rate of fifteen percent (15%) of the actual cost of new construction or reconstruction if so requested and approved by the Board of Directors. Should Service Company not have expertise in an area, an experienced contractor, approved by the Board, will be consulted, and District will be billed at the rate of \$125.00 per hour for any coordination or liaison activities with the contractor.

4.5. In the event of emergency repairs, Service Company is authorized to dispatch the vendor, without liability to the Service Company, to take whatever corrective action is necessary to repair the problem, after consultation with the Chairman if possible. The District will be notified immediately that such emergency action was taken.

4.6. The District shall reimburse the Service Company for all reasonable costs or expenses incurred by the Service Company as provided for in the "Miscellaneous Schedule of Charges" attached to the Agreement and incorporated herein by reference, or with the written consent of the District, in and directly attributable to its fulfilling its duties under this Agreement, including, but not limited to, postage costs, supplies costs and costs to reproduce documents. Such costs and expenses are payable by the District to the Service Company. The District shall pay all reasonable legal fees and expenses should it become necessary for the Service Company to seek legal assistance to recover any balance owed by the District under this Agreement.

4.7. The Service Company reserves the right to modify, with thirty (30) days' notice, any of the applicable fees listed in the "Miscellaneous Schedule of Charges", attached to the Agreement, to bring them in line with current business practice. The Board shall approve such increases upon notice and documentation of the reason for the increase. The Board shall not unreasonably delay or withhold approval. Should the Board reject an increase, the Service Company shall have the option to terminate the Agreement upon the giving of ninety (90) days' notice

4.8. For each fiscal year of the District, the compensation payable to the Service Company under the terms and conditions of this Agreement shall be in an amount approved by the District in its final fiscal year budget. Each fiscal year the District will consider price adjustments to compensate for market conditions and the anticipated type and amount of work to be performed by the Service Company during the upcoming fiscal year of the District. In no event shall the compensation payable to the Service Company be reduced, unless agreed to by the District and Service Company, in writing.

4.9. If the fiscal year budget is not approved prior to the first day of the fiscal year, the Service Company's compensation under this Agreement will continue at the rate currently in effect at the time of the renewal. The subsequent approval of the budget will result in a retroactive fee adjustment, which will be invoiced in the first month following approval of the budget.

4.10. Any and all late payments due to either party from the other shall accrue interest at a rate of one and one-half percent (1 ½%) per month from the original due date and until payment is received, unless waived by agreement.

5) INDEMNIFICATION AND LIMITATION

5.1. SERVICE COMPANY'S TOTAL LIABILITY FOR ANY ACTION OR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS OF INSURANCE CONTRACTUALLY REQUIRED HEREUNDER AND THE AMOUNTS ACTUALLY PAID UNDER THE REQUIRED INSURANCE POLICIES, OR FOR ALL OTHER CLAIMS, AN AMOUNT EQUAL TO TWICE THE COMPENSATION PAID IN THE YEAR THE DISPUTE AROSE.

5.2. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, DURING THE TERM OF

THIS AGREEMENT, EACH PARTY (THE "INDEMNIFYING PARTY") SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (EACH IS REFERRED TO HEREIN AS AN "INDEMNIFIED PARTY") AGAINST ANY AND ALL LIABILITY FOR DAMAGES, COSTS, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS FOR SEPARATE LEGAL ASSISTANCE UNDER SECTION 5.5, WHEN APPLICABLE, RESULTING FROM ANY CLAIM ASSERTED BY A THIRD PARTY AGAINST THE INDEMNIFIED PARTY FOR WRONGFUL DEATH, BODILY INJURY, AND/OR PROPERTY DAMAGE, BUT ONLY TO THE EXTENT CAUSED BY THE WILLFUL MISCONDUCT OR NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY.

5.3. UNDER NO CIRCUMSTANCES SHALL SERVICE COMPANY BE RESPONSIBLE FOR ANY DAMAGES, LOSSES, SETTLEMENT, PAYMENT DEFICIENCIES, LIABILITIES, COSTS AND EXPENSES ARISING BECAUSE OF THE EXECUTION OR IMPLEMENTATION OF SPECIFIC INSTRUCTION OR DIRECTIONS PROVIDED BY THE DISTRICT OR ANY OF ITS DULY DESIGNATED AGENTS OR REPRESENTATIVES.

5.4. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL THE SERVICE COMPANY BE LIABLE, EITHER DIRECTLY OR AS AN INDEMNITOR FOR THE DISTRICT, FOR ANY SPECIAL, PUNITIVE, INDIRECT AND/OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ATTRIBUTABLE TO LOSS OF USE, LOSS OF INCOME OR LOSS OF PROFIT EVEN IF THE SERVICE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.5. The Service Company shall be allowed to retain the counsel of its choice, but subject to the approval of the District, if Service Company reasonably believes that separate legal assistance is necessary in connection with the defense of any matter, whether or not demand has been made against the Service Company.

5.6. Statements for attorney's fees and all legal expenses received by the Service Company shall be processed in the same manner as are all other debts and obligations of the District, except that the District shall promptly approve and sign checks to satisfy such statements.

5.7. All final, non-appealable judgments payable and enforceable against the Service Company for which the District is obligated to indemnify the Service Company shall be processed and satisfied by the District in the same manner as are all other debts and obligations of the District, except that the District shall promptly approve payment to satisfy such judgments.

5.8. THE DISTRICT SHALL NOT HOLD THE SERVICE COMPANY LIABLE FOR ANY LOSSES OR DAMAGES, JUDGMENTS, CAUSES OF ACTION, SUITS, DEMANDS OR CLAIMS OF ANY CHARACTER OR KIND,

TO THE EXTENT ARISING OUT OF OR ATTRIBUTABLE TO THE ACTS OR OMISSIONS OF THIRD PARTIES CONTRACTED WITH TO PERFORM SERVICES FOR THE DISTRICT OR IN FULFILLMENT OF THE SERVICES PROVIDED TO THE DISTRICT UNLESS THE SERVICE COMPANY FAILED TO EXERCISE REASONABLE CARE TO SELECT ONLY THIRD PARTIES COMPETANT TO PROVIDE THE SERVICES CONTRACTED FOR.

5.9. The District shall not hold the Service Company liable for any loss of records to the extent arising out of or attributable to unforeseeable occurrences caused through no fault of the Service Company, including but not limited to fire, theft, vandalism, force of nature, or acts of God.

5.10. In the event that a party receives notice of or undertakes the defense or prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with its indemnity obligations hereunder, such party shall give the other party prompt notice of such proceedings and shall inform the other party in advance of all hearings regarding such action, claim, suit, proceeding or investigation.

5.11. This indemnification shall not be construed as a waiver of the District's sovereign immunity under section 768.28, Florida Statutes, and is subject to the limitations set forth under state law.

6) INSURANCE

6.1. The Service Company shall provide and maintain the following levels of insurance coverage:

6.1.1. Commercial Crime/ Fidelity Insurance with a per loss limit of one million dollars (\$1,000,000.00);

6.1.2. Professional Liability insurance with an aggregate limit of two million dollars (\$2,000,000);

6.1.3. General Liability insurance with a per occurrence limit of one million dollars (\$1,000,000); and

6.1.4. Workers compensation coverage as provided by and in the amounts specified by state law.

6.2. The District shall maintain in force a director's and officer's liability policy in an amount of not less than one million dollars (\$1,000,000) in aggregate coverage. Additionally, the District shall maintain property and general liability insurance with appropriate coverage.

6.3. Service Company shall name the District as an additional insured on the general liability policy with respect to the Services during the term of this Agreement, except for any claim against or loss suffered by the District arising as a result of the District's negligence or fault and, in circumstances of joint fault or negligence, except to the extent of the loss attributable to the District's proportionate degree of negligence or fault.

DISPUTES

7) DISPUTES: Intentionally Left Blank

8) FORCE MAJEURE

A party's performance of any obligation under this Agreement (except for payment obligations) shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. The party unable to perform shall be required to resume performance of its obligations under this Agreement as soon as reasonably practicable following the termination of the event or cause that excused performance hereunder. Force Majeure is defined as any act, event or condition to the extent that it adversely impacts the cost of performance of, or adversely affects the ability of, or either party to perform any obligation under this Agreement (except for payment obligations) if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of the party relying thereon.

9) PUBLIC RECORDS

9.1 The Manager will be the public records custodian for the District. In connection with its services to District, the Manager agrees to fully comply with the provisions of Section 119.0701, Florida Statutes, and other law pertaining to Florida's Public Records Law. Said compliance will include the Manager taking appropriate and necessary steps to comply with the provisions of Section 119.0701(2)(b), Florida Statutes including, without limitation, the following:

9.1.1. The Manager shall keep and maintain public records required by the District to perform the services hereunder.

9.1.2. Upon a request for public records received by the District, the Manager shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or otherwise provided by law.

9.1.3 The Manager shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if the Manager does not transfer the records to the District.

9.1.4 Upon completion of this Agreement, the Manager shall transfer, at no cost, to the District all public records in possession of the Manager consistent with Florida law. All records stored electronically by the Manager must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

9.1.5 The District shall make all determinations as to what constitutes confidential or exempt public records.

9.1.6 Service Company shall follow the requirements of the Florida Records Retention Act and the District's adopted public 4873-0627-8921.1

records policies, if any, regarding the disposition of all records in accordance with the requirements of the law.

9.1.7 Failure of the Manager to comply with Section 119.0701, Florida Statutes may subject the Manager to penalties under Section 119.10, Florida Statutes. Further, in the event the Manager fails to comply with this Section or Section 119.0701, Florida Statutes, or other Florida law regarding the public records, the District shall be entitled to all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS TO SANDRA DEMARCO C/O INFRAMARK, LLC, TELEPHONE: (954) 603-0033, EMAIL: recordsrequest@inframark.com AND MAILING ADDRESS: 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071.

10) MISCELLANEOUS

10.1. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management or board decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Should a party withhold such cooperation as detailed in this Section, the other party shall not be liable for late fees, fines, or other damages or delay as a result.

10.2. The headings and titles to the sections of this Agreement are inserted for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision.

10.3. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise, including injunctive relief.

10.4. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity

or unenforceability shall not affect any other provision or application of this Agreement which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction.

10.5. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

10.6. This Agreement contains the entire agreement between District and Service Company and supersedes all prior or contemporaneous communications, representations, understandings or agreements that are not consistent with any material provision of this Agreement.

10.7. The parties may only modify this Agreement by a written amendment signed by both parties.

10.8. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

10.9. In the event of termination, cancellation or failure to renew, District agrees, for a period of twelve (12) months from the date of termination, not to engage or attempt to engage the services of anyone who is employed by Service Company (or was employed by Service Company at any time within one (1) year prior to the date of termination) for the performance of identical or similar services. Both parties agree that damages as a result of actions in violation of this Section would be impossible to prove, and therefore, in the event of a breach of the foregoing covenant, both parties agree that District shall pay to Service Company, as liquidated damages and not as a penalty, an amount equal to twelve (12) times the monthly compensation agreed to herein.

10.10. This Agreement shall be binding upon the successors and assigns of each of the parties. This Agreement shall not be

assigned by either party without the prior written consent of the other party unless such assignment shall be to a parent, subsidiary, affiliate, or successor of either Party. When written consent of a party is required, such consent shall not be unreasonably withheld.

10.11. This Agreement shall be construed under and in accordance with the laws of the State of Florida, and all obligations of the parties created hereunder are enforceable in the federal or state court having appropriate jurisdiction thereof.

10.12. All notices will be in writing and shall be deemed given when mailed by first class mail or delivered in person. Notices required to be given to the parties by each other will be addressed to:

To Service Company:
Inframark, LLC
2002 West Grand Parkway North, Suite 100
Katy, Texas 77449
ATTN: Chris Tarase, Vice President

With a copy to:
Inframark, LLC
220 Gibraltar Road, Suite 200
Horsham, PA 19044
ATTN: Legal Department

To District:
Arlington Ridge CDD
4467 Arlington Ridge Blvd.
Leesburg, FL 34748

With a copy to:
Kutak Rock LLP
P. O. Box 10230
Tallahassee, Florida 32302
ATTN: District Counsel

10.13. All records compiled by Service Company with information and material gathered when performing this Agreement are the property of District.

10.14. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date at the top of this Agreement.

INFRAMARK, LLC

**ARLINGTON RIDGE COMMUNITY
DEVELOPMENT DISTRICT**

By: Chris Tarase
Title: Vice President – Management Services
Date: _____

Printed Name: _____
Title: Chairman
Date: _____

**Schedule A
Scope of Services**

The Service Company shall provide the following services to, for, and on behalf of the District:

SCOPE OF DISTRICT MANAGEMENT SERVICES NEEDED

MANAGEMENT:

- Attend and conduct all regularly scheduled and special Board of Supervisors meetings, Landowners' meetings, continued meetings, hearings, and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc., including the broadcasting of public meetings via conference call, Zoom or other communications technology to allow virtual attendance by Board members, staff, and residents.
- Ensure compliance with all statutes affecting the district which include but are not limited to:
 - Certify Special District Update Form, submitted to the Special District Information Program, Department of Economic Opportunity each year.
 - Assign and provide Records Management Liaison Officer for reporting to the Department of Library and Archives.
 - Provide contact person for the State Commission of Ethics for Financial Disclosure coordination.
 - Provide Form 1 Financial Disclosure documents for Board Members.
 - Provide Form 1F Financial Disclosure documents for Resigning Board Members.
 - Monitor and provide Form 8B, Memorandum of Voting Conflict for the Board.
 - Monitor and provide update on Creation Documents, including Notice of Establishment, to Department of Economic Opportunity and the City and/or County.
 - Maintain and file Disclosure of Public Financing and file with Department of Economic Opportunity.
 - Provide for a proposed budget for Board approval on or by June 15 of each fiscal year.
 - Provide copy of approved proposed budget to the City and/or County a minimum of 60 days prior to the public hearing on the budget.
 - Provide written notice to owners of public hearing on the budget and its related assessments.
 - Provide copy of the initial Public Facilities report to the City and/or County to be submitted within one (1) year after the District's creation. Provide copy of an annual notice of any changes to the Public Facilities report to the City and/or County if changes are made, at a minimum ever seven (7) years after initial submission.
 - File name and location of the Registered Agent and Office location annually with Department of Economic Opportunity and the City and/or County.
 - Provide for submitting the regular meeting schedule of the Board to the City and/or County.
 - Provide District Map and update as provided by the District's Engineer as needed to

- the Department of Economic Opportunity and the City and/or County.
 - Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections.
 - File request letter to the Supervisor of Election of the County for number of registered voters as of April 15 of each year.
 - Provide for public records announcement and file document of registered voter data each June.
 - Update Board Member names, positions, and contact information to the State Commission on Ethics annually.
 - Certify and file the Form DR 421, Truth in Millage Document with the Department of Revenue each tax year.
 - Properly notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, establishment of rates, fees, or charges, rulemaking, uniform method of collection, and all other required notices of meetings, hearings and workshops.
 - Provide for the appropriate ad templates and language for each of the above.
 - Provide for instruction to landowners on the Election Process and forms, etc.
 - Respond to Bond Holders Requests for Information.
 - Implement the policies established by the Board in connection with the operations of the District.
- Provide robust communication strategy, channels, forms, etc. for residents to reach District Manager, including electronic communications, e-blasts, community mailings, etc.
- Coordination with other district staff, including the amenity management, field management, maintenance, and golf course management companies.
- Assist in the negotiation of contracts, as directed by the Board of Supervisors.
- Advise the Board on the status of negotiations as well as contract provisions and their impacts on the District and provide contract administration services.
- Make recommendations on contract approval, rejection, amendment, renewal, and cancellation. In advance of expiration of contracts, advise the Board as to need for renewal or additional procurement activities and implement same.
- Monitor certificates of insurance as needed per contracts.
- Answer Project Status Inquiries from Contractors Bonding Companies.
- Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.
- Perform periodic performance assessments of staff assigned by Service Company to provide the services herein, vendors, etc.
- Proactively mitigate and manage risk and impact of management and staff turnover.
- Implement and utilize effective workflow management tools for prioritization and tracking vendor projects, tasks, and activities.

ADMINISTRATIVE:

- Prepare agendas for transmittal to Board of Supervisors and staff at least seven (7) days prior to Board of Supervisors' meeting. Prepare meeting materials for other meetings, hearings, etc.,

as needed.

- Provide accurate verbatim minutes for all meetings and hearings, including landowners' meetings.
- Implement and maintain a document management system to create and save documents and provide for the archiving of District documents.
 - Certify and file annual report to the Department of State, Library and Archive Division, for storage and disposal of public records.
- Protect integrity of all public records in accordance with the requirements of State law. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy.
- Maintain "Record of Proceedings" for the district within the County which includes meeting minutes, agreements, resolutions, and other records required by law.

ACCOUNTING:

- Financial Statements:
 - Establish Fund Accounting System in accordance with federal and state law, as well as GASS and the Rules of the Auditor General. This includes the following:
 - Chart of Accounts.
 - Vendor and Customer Master File.
 - Report creation and set-up.
 - Prepare monthly balance sheet, income statement(s) with budget to actual variances, including the following:
 - Cash Investment Account Reconciliations per fund.
 - Balance Sheet Reconciliations per fund.
 - Expense Variance Analysis.
 - Prepare and file Annual Public Depositor's Report and distribute to State Department of Insurance and Treasury.
 - Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
 - Facilitate Banking relations with the District's Depository and Trustee.
 - Prepare all other financial reports as required by applicable law and accounting standards, and bond trust indenture requirements.
 - Account for assets constructed by or donated to the District for maintenance.
 - On or before October 1st of every year prepare an annual inventory of all District owned tangible personal property and equipment in accordance with all applicable rules and standards.
 - Provide audit support to auditors for the required annual audit, as follows:
 - Review statutory and bond indenture requirements.
 - Prepare Audit Confirmation Letters for independent verification of activities.
 - Prepare all supporting accounting reports and documents as requested by the auditors.
 - Respond to auditor questions.
 - Review and edit draft report.
 - Prepare year-end adjusting journal entries as required.
 - Provide for transmission of the Audit to the City and/or County and the Auditor General's Office of the State.
 - Provide and file Annual Financial Statements (FS. 218 report) by June 30th of each year.
 - Note that the manager of the restaurant and golf course facilities is responsible for maintaining a separate and complete set of books and records in connection with its operation of those facilities. However, such financial records are provided to the District

Manager for the purpose of preparation of comprehensive monthly financial statements by the District Manager for review by the District's Board at its monthly meeting.

- Budgeting:
 - Prepare budget and backup material for and present the budget at all budget meetings, hearings, and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
 - File all required documentation to the Department of Revenue, Auditor General, the City, the County, and other governmental agencies with jurisdiction.
 - Prepare and cause to be published notices of all budget hearings and workshops.
 - Prepare all budget amendments on an ongoing basis. Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the independent auditor.

- Accounts Payable/Receivable:
 - Administer the processing, review and approval, and payment of all invoices and purchase orders. Ensure timely payment of vendor invoices and purchase orders.
 - Manage Vendor Information per W-9 reports.
 - Prepare monthly Vendor Payment Report and Invoicing Support for presentation to the Board of Supervisors for approval or ratification.
 - Maintain checking accounts with qualified public depository including.
 - Reconciliation to reported bank statements for all accounts and funds.
 - Prepare year-end 1099 Forms for Vendor payments as applicable.
 - File reports with IRS.
 - Monthly payment report (i.e. O&M Expenditures) must be for current month and never in arrears.
 - Month-to-day running balance report that ties back to monthly balance sheet and transaction history.

- Capital Program Administration:
 - Maintain proper capital fund and project fund accounting procedures and records.
 - Process Construction requisitions from the District's engineer including:
 - Vendor Contract completion status.
 - Verify Change Orders for materials.
 - Check for duplicate submittals.
 - Verify allowable expenses per Bond Indenture Agreements such as:
 - Contract Assignment.
 - Acquisition Agreement.
 - Project Construction and Completion Agreement.
 - Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update etc.
 - Provide asset tracking for improvements to be transferred and their value for removal from District's Schedule of Property Ownership.
 - Provide for appropriate bid and/or proposal/qualification processes for construction projects.

- Purchasing:

- Assist in selection of vendors as needed for services, goods, supplies, materials. Obtain pricing proposals as needed and in accordance with District rules and state law.
- Prepare RFPs for administrative services as needed, such as audit services, legal services, and engineering services.
- Prepare and process requisitions for capital expenses, in coordination with District Engineer.
- Ensure best price when shopping for products, materials, services, labor, etc. with comparison evidence.
- Risk Management:
 - Prepare and follow risk management policies and procedures.
 - Recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
 - Process and assist in the investigation of insurance claims, in coordination with District Counsel.
 - Review insurance policies and coverage amounts of District vendors.
 - Provide for an update to the Schedule of Values of Assets owned by the District for purposes of procuring adequate coverage.
 - Maintain and monitor Certificates of Insurance for all service and contract vendors.

FINANCIAL AND REVENUE COLLECTION:

- Administer Prepayment Collection:
 - Provide payoff information and pre-payment amounts as requested by property owners.
 - Monitor, collect and maintain records of prepayment of assessments.
 - Coordinate with Trustee to confirm semi-annual interest payments and bond call amounts.
 - Prepare periodic continuing disclosure reports to investment bankers, bondholder, and reporting agencies.
- Administer Assessment Roll Process:
 - Prepare annual assessment roll for collection of debt service and operations and maintenance assessments.
 - Update roll to reflect per unit and per parcel assessments based on adopted fiscal year budgets.
 - Verify assessments on platted lots, commercial properties, or other assessable lands.
 - Convert final assessment roll to County Property Appraiser or Tax Collector format and remit to County.
 - Execute and issue Certificate of Non-Ad Valorem Assessments to County.
- Administer Assessments for Off Tax Roll parcels/lots:
 - Maintain and update current list of owners of property not assessed via the tax roll.
 - Prepare and issue direct invoices for the annual debt service and operations and maintenance assessments.
 - Monitor collection of direct invoices and prepare and send delinquent/collection notices as necessary.
- True-Up Analysis:
 - Annually compare current and un-platted lots to original development plan to ensure adequate collection of assessment revenue as necessary.
 - Prepare true-up calculations and invoice property owners for true-up payments as

necessary.

ADDITIONAL SERVICES (at additional cost to the District):

- Meetings:
 - Extended meetings (beyond three (3) hours in length); continued meetings, special/additional meetings (not including annual budget workshop).
- Financial Reports:
 - Modifications and Certification of Special Assessment Allocation Report.
 - True-Up Analysis:
 - Should certain modifications be made to a Special Assessment Allocation Report a review of the current platted and un-platted lots compared to the original development plan maybe be required to ensure adequate collection of assessment revenue.
 - Should it be required prepare true-up calculations and invoice property owners for true-up payments as necessary.
 - Refinancing analysis.
- Bond Issuance Services:
 - Prepare benefit analysis based on infrastructure to be funded with bond proceeds.
 - Prepare Master and/or Preliminary Special Assessment Allocation Report and present to District board and staff as needed.
 - Prepare or provide signatures on all closing documents, certificates or schedules related to the bond issue that are required by District Manager or District Assessment Methodology Consultant.
- Bond Validation Services:
 - Prepare Bond Validation Report determining the “not-to-exceed” par amount of bonds to be issued by the District and present to board as part of the Bond Resolution.
 - Provide expert testimony at bond validation hearing in circuit court.
- Services related to amendment to District boundary.
- Preparation of Grant Applications.
- Services as Escrow Agent.

ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES:

- Issue estoppel letters as needed for property transfers.
 - Prepare estoppel letter reflecting current district assessment information as required for sale or transfer of residential or commercial property within the District.
 - Issue lien releases for properties which prepay within in the District.
- Bond prepayment processing.
 - Collect bond pre-payments, both short term and long-term bonds, verify amounts and remit to Trustee with deposit instructions.
 - Maintain collection log showing all parcels that have pre-paid assessments.
 - Prepare, execute, and issue release of lien to be recorded in public records.

SCOPE OF AMENITY MANAGEMENT SERVICES NEEDED

Community Director

The Community Director (“Community Director”) shall be responsible for the day to day operations of the District facilities which include the following:

- Manage all staff assigned by Service Company to provide the services herein and independent contractors of the District, including the recruiting, hiring, training, oversight, and evaluation of personnel.
- Oversee budgets related to the operation of the facilities.
- Daily management of the onsite operations and services of the District in accordance with the District’s adopted budget, rules, policies, procedures, and expectations, and ensure that the community is operated in accordance with all applicable Board adopted rules and policies, as well as local, state and federal laws.
- Assist the District with establishing, implementing and ensuring compliance with rules, policies and procedures for the District’s facilities and property, budgeting accountability, policy recommendations and enforcement, safety/security recommendations, resident satisfaction, and other matters of importance for the efficient and functional operation of the District’s facilities.
- Participate in preparation, presentation, and implementation of annually approved and adopted budget.
- Participate in Board meetings, including presentation of Community Director reports that should be included within the agenda package and counsels the Board on options, proposals and recommendations for improvements, operation, and maintenance activities.
- Contract management of District contracts that pertain to operations, which include but are not limited to:
 - Pool maintenance contract
 - Cleaning services contract
 - Security contract
 - Landscape maintenance contract
 - Pond maintenance contract
 - Preventative maintenance services (HVAC, Fitness Equipment, Etc.) Contracts
 - Fairfax Hall banquet scheduling and use
 - Pest and termite control contract
- Handle all daily security issues (gatehouse), resident complaints, updates to databases, etc.
- Direct purchasing, receiving, storage, issuing, and control of all operation and maintenance products, supplies, and equipment.
- Available 24/7 to handle emergencies, such as fires, water leaks, District emergency issues, and building alarms.
- Review, approve, and code invoices weekly before payment processing through the District Manager.
- Quality control management of all aspects of the District’s activities and amenities to ensure and maintain the appropriate level of services provided by the District.
- Maintain action items list.

Resident Services Coordinator

The Resident Services Coordinator shall be responsible for the day to day operations of the District facilities which include the following:

- Assist the Community Director with all aspects of property management with a special emphasis on resident services, community resources, resident property records, RV storage lot records, and resident access.
- Assist the Community Director with accounts payable records, accounts receivable records, personnel records, and other general administrative support.

Activities Coordinator

The Activities Coordinator shall be responsible for the day to day operations of the District facilities which include the following:

- Facilitate robust lifestyle activities calendar, events, and activities. Increase resident participation through the creation of new sub-groups geared to specific areas of need.
- Establish rapport with outside community businesses, ex: Chamber of Commerce, schools, military organizations, Philanthropic organizations, to assist in events and to work toward common community goals, including offering resident interest programs and seminars.
- Promote resident involvement through establishing and supporting clubs ex: drama, chorus, reading, bingo, etc. and identification of resident opportunities for involvement in clubs, community enhancement and events.
- Purchase supplies, decorations, office products for the promotion of and enjoyment of events when not being supplied through individual event income.
- Organize day trips, overnight travel, theater, shopping & more for enjoyment and welfare of Residents within standards of care.
- Organize educational seminars.
- Organize service-oriented activities for the convenience of residents, examples may include community flu shots, community blood donation, community health screenings, etc.
- Ensure events calendar updated regularly and communicated to residents in a clear, concise and regular manner.
- Maintain events budget and present said budget to the Board at appropriate intervals.

SCOPE OF FIELD SERVICES NEEDED

- Perform two (2) monthly landscape and pond maintenance inspections to ensure oversight of onsite landscape maintenance contractors and compliance with the District's landscape maintenance and irrigation contracts.
- Provide the District with one (1) monthly landscape maintenance inspection report, which shall be provided in the District's agenda package and include, among other things, recommended action items.

- Upon request of the District, attend monthly District meetings in person or via phone to review landscape maintenance inspection report.
- Notify landscape maintenance contractors about deficiencies in service or need for additional care.
- Monitor the progress of landscape maintenance contractors in accordance with scope of work provided in maintenance contracts with the District, which may be amended from time to time.
- Provide input for preparation of the District's annual budget.
- Upon request, prepare and develop a scope of services for landscape maintenance proposals and oversee bidding process. This service is only to be provided once per fiscal year at no additional charge to the District. Additional requests for this service will require a proposal be presented to the Board and approval by the District prior to conducting such additional services; and
- Obtain landscape maintenance proposals as requested by the District and provide them to the District Manager.
- Provide a plan that breaks down the scope of inspection by area/sections that also defines the process in which monthly inspections will occur, including but not limited to:
 - Turf, bushes, trees, mulch, flower beds, weeds, etc.
 - Parks, trails, mediums, walkways, recreational areas, amenities, etc.
 - Conservation areas, between/behind homes, outside of community, etc.
- Suggest bi-weekly during summer months.
- Ad-hoc or on-demand inspections pre-post turnover and near construction zones.

SCOPE OF MAINTENANCE SERVICES NEEDED:

The Maintenance Services include, but not limited to the following responsibilities:

- Ensure one or more maintenance personnel is on-site 5 days per week.
- Conduct and maintain daily maintenance checklist for all District Facilities.
- Develop and maintain status report of maintenance projects.
- Perform general maintenance tasks at the District facilities including:
 - Replace light bulbs, touch up paint, and control cobwebs at District Facilities.
 - Swimming Pool Deck: Blow off pool deck, arrange furniture, empty, and clean all receptacles, and adjust umbrellas.
 - Common areas: Empty waste receptacles and pick up debris.
 - Main Entrance: pick up debris and perform minor repairs to entrance/exit gates.
 - Sport Courts: Pick up any litter and empty waste receptacles.
 - Check conditions of roads, sidewalks, and curbs.
 - Check and assess street signs, monuments, and informational signs.
 - Perform any other minor repairs to equipment and facilities, as needed.
- Various other responsibilities that may arise related to the day to day maintenance requirements of the community.

SCOPE OF DISSEMINATION AGENT SERVICES NEEDED:

Act as the District's Dissemination Agent as set forth in the Continuing Disclosure Agreements dated March 21, 2006 for the Special Assessment Bonds, Series 2006A and July 31, 2019 for the Special Assessment Bonds, Series 2019.

**Schedule B
Rate Schedule**

I. ANNUAL BASE FEE

The Annual Base Fee for the first Agreement Year shall be as follow \$325,050.00 (\$27,087.50 per month).

• District Management Services	\$ 53,500.00
• Amenity Services	\$194,700.00
• Maintenance Services	\$ 64,350.00
• Dissemination Services	\$ 5,000.00
• <u>Assessment Services</u>	<u>\$ 7,500.00</u>
• Annual Total	\$325,050.00

II. MISCELLANEOUS SCHEDULE OF CHARGES

Special Meetings - Beyond those defined in the negotiated agreement	\$125.00 per hour
Mail Distribution	
General Distribution- Includes label, folding, insertion of up to two items and delivery to the post office	\$0.35 per piece
General Distribution - Additional inserts over two	\$0.03per additional page
Labels	\$0.07each
Certified Mail	Current rate charged by postmaster plus handling charge of \$5.00
Postage	Current rate charged by postmaster (no add on}
Copies	
Black and white, single sided	\$0.18 per copy, up to 100 copies \$0.10 per copy thereafter
Color (single sided}	\$0.50 per copy
Black and white, duplex (two-sided)	\$0.21 per duplex copy
Special Services- incudes court appearances, performance oi tasks other than contract schedule(s), requested attendance for special committee functions and research for special projects	\$125.00 per hour
File Storage - Records preceding those included in base fee (current year records plus two years previous) (Any boxes may be transferred to the District upon the request of the District)	\$15.00 per box per month
Notary service	Included
Estoppel letters for Sellers of Property- the Service Company will charge the seller directly	Per market rates

SECTION B

RESOLUTION 2022-13

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

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

WHEREAS, the Board of Supervisors (“**Board**”), desires to appoint Angel Montagna as Secretary and Stephen Bloom as Treasurer.

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

- 1. District Officers.** Angel Montagna is appointed as Secretary and Stephen Bloom is appointed as Treasurer. Notwithstanding the foregoing, however, the existing GMS employees designated as District officers pursuant to Resolution 2022-12 shall remain effective until February 1, 2022.
- 2. Conflicts.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.
- 3. Effective Date.** This Resolution shall become effective immediately upon its adoption.

Adopted this ___ day of _____, 2022.

Attest:

**Arlington Ridge Community Development
District**

Secretary/Assistant Secretary

Chair of the Board of Supervisors

SECTION C

RESOLUTION 2022-14

**A RESOLUTION OF THE ARLINGTON RIDGE
COMMUNITY DEVELOPMENT DISTRICT
DESIGNATING AUTHORIZATION AND ACTIONS
RELATING TO THE ACCOUNTS OF THE DISTRICT**

WHEREAS, the Board of Supervisors (“**Board**”) of the Arlington Ridge Community Development District (“**District**”) desires to designate authorization and authorize certain actions relating to its accounts;

WHEREAS, the Board has engaged the services of Inframark, LLC as the District’s management company pursuant to a District Management Agreement;

WHEREAS, the Board by Resolution 2022-___, has appointed Angel Montagna as Secretary and Stephen Bloom as Treasurer for the District.

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

1. The above recitals are true and correct and by this reference are incorporated into and form a material part of this resolution.
2. As District officers, Angel Montagna and Stephen Bloom are authorized to open new District banking accounts. Notwithstanding the foregoing, the District’s existing banking account(s) administered by GMS shall remain open until at least February 1, 2022 at which time the balance in such accounts shall be expeditiously transferred to Inframark, LLC as then-current District Manager.
3. All previous signers on the District’s accounts will be removed effective February 1, 2022. Resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.
4. This resolution shall become effective on the date of its adoption.

Adopted this ___ day of _____, 2022.

Attest:

**Arlington Ridge Community Development
District**

Assistant Secretary

Chair of the Board of Supervisors

SECTION D

RESOLUTION 2022-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ARLINGTON RIDGE COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE DISTRICT MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District (“**Board**”) must employ and fix compensation of a “**District Manager**;” and

WHEREAS, the Board has determined that the appointment of a District Manager is necessary, appropriate and in the District’s best interests; and

WHEREAS, the Board desires to appoint a District Manager and to provide compensation for their services.

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

- 1. Approval of District Management Agreement.** Inframark, LLC is appointed as District Manager effective as of February 1, 2022 and shall be compensated for their services in such capacity in the manner prescribed in the agreement incorporated herein by reference as **Exhibit A**.
- 2. Conflicts.** Resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.
- 3. Effective Date.** This Resolution shall become effective immediately upon its adoption.

Adopted this _____ day of _____, 2022

Attest:

**Arlington Ridge Community Development
District**

Secretary/Assistant Secretary

Chair of the Board of Supervisors