

**RIVINGTON
COMMUNITY DEVELOPMENT DISTRICT**

AGENDA PACKAGE

Wednesday, July 30, 2025

[Join the meeting now](#)

Meeting ID: 257 424 492 247 5

Passcode: uN2KY9Xt

Dial in by phone [+1 646-838-1601](#)
Phone conference ID: 600789346#



**313 CAMPUS STREET
CELEBRATION, FLORIDA 34747
(407) 566-1935**

Rivington Community Development District

Board of Supervisors

Jeffrey Reader, Chairperson
 Kimberly Locher, Vice Chairperson
 Marlene DeMarco, Assistant Secretary
 Robert Hesse, Assistant Secretary
 George Bassen, Assistant Secretary

District Staff

Jennifer Goldyn, Regional Director
 Samantha Harvey, District Manager
 Mark Watts, District Counsel
 Brent Lenzen, District Engineer

Regular Meeting Agenda

Wednesday, July 30, 2025 – 11:30 a.m.

Call-in Number: 1-646-838-1601, Phone Conference ID: 600789346#

-
1. **Call to Order and Roll Call**
 2. **Approval of the Agenda**
 3. **Audience Comments – Three (3) Minute Time Limit**
 4. **Staff Reports**
 - A. Field Manager
 - i. Review of the July 2025 Field Inspection Report Page 3
 - B. Review of Proposals for Landscape and Irrigation RFP
 - i. United Land Services..... Page 10
 - ii. Yellowstone Landscape..... Page 64
 - iii. BrightView Landscape Services Page 113
 - C. District Manager
 - i. Implementation of Financials Being Presented to the Board
 - ii. Discussion of Dumpster
 - D. District Counsel
 - E. District Engineer
 5. **Business Items**
 - A. Consideration of Resolution 2025-06, Designation of Officers..... Page 176
 - B. Acceptance of Berger, Toombs, Elam, Gaines and Frank FY 2024 Audit Report Page 177
 - C. Discussion of Adding Shade Over the Playground
 - D. Discussion of Cash Flow
 - E. Pool Discussion
 6. **Business Administration**
 - A. Consideration of Minutes from the Meeting held May 28, 2025 Page 215
 - B. Review of the May 2025 Financial Statements Page 219
 - C. Acceptance of the May Check Registers and Invoice Summary..... Page 232
 - D. Review of the June 2025 Financial Statements..... Page 242
 - E. Acceptance of the June Check Registers and Invoice Summary..... Page 255
 7. **Supervisor Requests**
 8. **Adjournment**

The next meeting and Budget Public Hearing is scheduled for Wednesday, August 27, 2025, at 11:30 a.m.

District Office:

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

Meeting Location:

Rivington Recreation Center
 833 Terrapin Drive, DeBary, Florida 32713
 Or Call In: 646-838-1601, Phone ID: 600 789 346#



Kyle Goldberg
Inframark

RIVINGTON CDD JULY FIELD INSPECTION

Monday, July 14, 2025

17 Items Identified

17 Items Incomplete



ITEM 1 - CHEMICAL SPILL

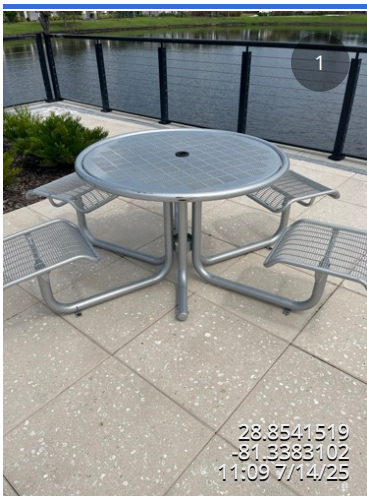
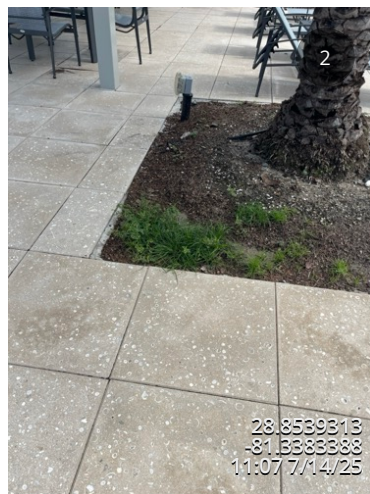
Assigned To: Cepra/Board Update

The other two patches of dead grass are starting to grow back. Cepra believes this will also grow back, we'll continue to monitor to ensure it does.

ITEM 2 - WEEDS

Assigned To: Cepra

Remove weeds during routine maintenance.



ITEM 3 - TIGHTEN FASTENERS

Assigned To: Inframark

Some of the chairs are loose and fasteners should be tightened.



ITEM 4 - CUTBACK

Assigned To: Cepra/Lennar

Bush hogging needs to be done in this area so that Cepra can start maintaining it. Cepra to provide a quote to get this work done.



ITEM 5 - TURF WEEDS

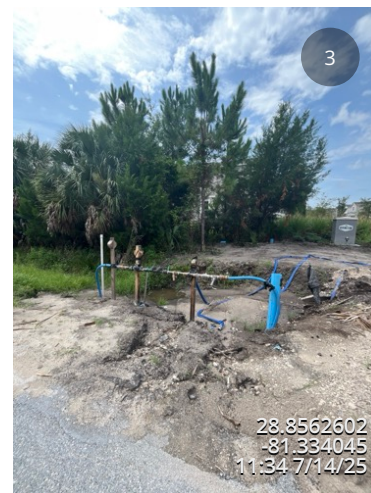
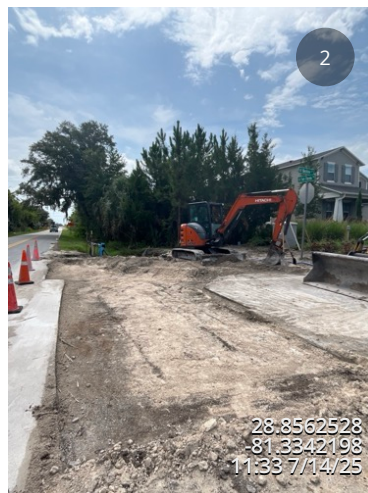
Assigned To: Cepra

Turf weeds in common areas should be treated and removed during routine maintenance.

ITEM 6 - CONSTRUCTION

Assigned To: Board Update

We're continuing to monitor the construction taking place on Fort Florida Rd.





ITEM 7 - STORM DRAINS

Assigned To: District Engineer

The storm drains on Hyperion Dr appear to be waterlogged.

ITEM 8 - CUTBACK

Assigned To: Cepra

Remove vegetation impeding onto the walking trail.



ITEM 9 - DEAD SOD

Assigned To: Board Update

There is some dead sod where the pipes and construction equipment were. Cepra believes this area will come back.



ITEM 10 - WALKING TRAIL

Assigned To: Inframark

This area should be pressure washed to remove sediment and algae. Drains should also be considered to solve this problem.



ITEM 11 - DUMPING

Assigned To: Inframark

Someone has dumped a tent into the conservation area. This will be removed by Inframark field services.



ITEM 12 - HIGH GRASS

Assigned To: Cepra

The grass by Brynle Ct is high and should be cut during routine maintenance.



ITEM 13 - EXIT SIGN

Assigned To: Inframark

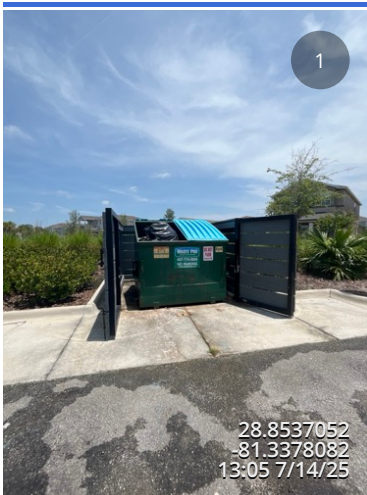
A replacement exit sign has been ordered. The damaged exit sign will be replaced later this month.



ITEM 14 - STRING TRIMMING

Assigned To: Cebra

Dead vegetation surrounding the pond should be string trimmed or removed.



ITEM 15 - DUMPSTER DOORS

Assigned To: Inframark

A proposal will be submitted to replace the dumpster doors with lighter materials.



ITEM 16 - WASHOUT

Assigned To: Cepra

There may be irrigation that needs to be repaired by the clubhouse.



ITEM 17 - DELINEATORS

Assigned To: Inframark

Delineators have been ordered and will be installed early next month.

**Uniting partners through exceptional
landscape services**



UNITED
Land Services

Rivington CDD

Rivington CDD



Proposal For Landscape & Irrigation Maintenance

7/17/2025

Pricing Valid for 90 Days Upon Receipt

July 17, 2025

Rivington CDD

c/o Inframark Community Management

RE: Landscape Maintenance & Irrigation Proposal

Dear Samantha,

Thank you for considering United Land Services as your landscape maintenance service provider. We sincerely appreciate every opportunity presented to build a lasting relationship with our clients. Our proposal has been uniquely crafted to address your community's specific needs and expectations. We call this your *Community Road Map*™ because it was designed to illustrate the steps to take your community from its current state to one your residents will be proud of for years to come.

Included in your *Community Road Map*™ you will find the following sections:

- **Company History:** Information about our company's experience, capabilities and core values.
- **Development Strategy:** Our transition plan includes the actions we will take in the first 30/60/90 days of service to improve both your specific areas of concern and items we have noted during our inspection that will provide an immediate impact to the appearance of the property.
- **Scope of Services Summary:** This section outlines our scope of services, derived from industry established Best Management Practices and our years of experience in the field.
- **Agreement & Investment:** Our service agreement and pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please do not hesitate to contact me at any time. I am always available to provide solutions and discuss any aspect of property's needs directly.

Sincerely,

Ken Wilshire

Business Development Manager
kwilshire@unitedlandservices.com



Company History, Experience & Services

Company History

Field Support Office

12276 San Jose Blvd
Jacksonville, FL 32223
(904) 829-9255

Total Number of Employees

1500+

Our History

How It All Started

The Company was founded by Bob Blandford in 2001 as United Landscapes, a name that has come to be synonymous with best-in-class landscape design, installation and maintenance services across the Jacksonville and St. Johns County area. Today, the Company has over 1500 employees working daily with hundreds of commercial customers throughout Florida. Each location is capable of independently managing and enhancing a variety of complex landscape projects.

Services Offered & Approach

At United Land Services, we meet the highly specific needs of our clients by offering a comprehensive selection of services — from the design to the installation to the ongoing maintenance. Our landscape service divisions are equipped to handle a wide variety of properties, including masterplan communities, condominiums, golf clubs, office complexes, retail establishments and resorts. We perform these services with your distinct needs at the forefront of everything we do. We are local owners and operators committed to delivering excellent service at the highest levels of quality and craftsmanship.

United Land Services takes a proactive approach when it comes to the landscape. We become trusted partners for all your landscape needs while providing quality landscapes in line with University of Florida Best Management Practices.

Additional Areas Served

- Alabama
 - Montgomery
- Florida
 - Central Florida
 - Ocala
 - Ft. Peirce
 - Fernandina Beach
 - Tampa
 - Bradenton
 - Jacksonville
 - Ft. Lauderdale
 - Panama City
 - West Palm
- North Carolina
 - Greensboro
 - Charlotte
 - Raleigh
- South Carolina
 - Myrtle Beach
- Georgia
 - Savannah
 - Atlanta



Products & Services

We Are Your All-Inclusive Service Provider



Landscape Maintenance

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.



Outdoor Lighting

Landscape lighting can increase your property's safety, make it easier to navigate, and allow clients, residents, and guests to enjoy it late into the evening.



Commercial Installation

We provide large scale Commercial Landscape and Irrigation Installation at the highest level. From initial design through value engineering and buildout.



Sod Installation

United takes your lawns from withering to wonderful. We offer expert sod-laying and seeding services as well as over-seeding to thicken up your turf.



Landscape Design

The design and planning phase is critical to a successful project. Our design team offers complete landscape architecture services that ensure a seamless process and a beautiful final product.



Irrigation Systems

Enjoy lush lawns, healthy trees and gardens for the entire growing season, without having to lift a finger.



Hardscapes

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.



Driveways & Entranceways

Welcome clients, customers, residents and guests to your property with a well-kept and attractive entrance.

Irrigation Experts

Your Team of Certified & Licensed Specialists



Installation, Maintenance & Repairs

- **Installation** - At United Land Services, our irrigation experts are certified and licensed to install the most sophisticated, water wise irrigation systems. Our team has had over 25 years of installing systems across the Southeast.
- **Maintenance** - Monthly irrigation inspections and adjustments keep your system performing effectively and efficiently. United Land Services conducts routine wet checks with monthly reports to ensure proper coverage is being maintained to protect your investment.
- **Improvements** - Whether you have an old or new irrigation system, you can trust United Land Services to conduct a full audit and clearly communicate any deficiencies found to be repaired. Our team is ready to serve you.



Agronomics Program

Certified Pest Control Operators



Fertilization, Pest Control & Agronomy Management

- **Fertilization** - We understand the importance of curb appeal. We also understand that investing in the correct agronomics plan is an investment in your community. United Land Services takes pride in operating the fertilization and pest control throughout the Southeast
- **Pest Control** - United Land Services has developed a reputation for creating and maintaining thriving landscape environments for the Southeast's most demanding clients.
- **Agronomy Management** - We have a catered approach to all of our property's because not one size fits all. Our certified pest control specialists will customize an integrated plan to keep your community flourishing.



Hurricane Preparedness

Plan of Action



Phase 1

- Phase 1 to begin immediately following the storm once safe and legal for our team to do so. Our main goal is to create as safe an environment as possible.
- Clear main entrances of any obstructions inhibiting traffic.
- Clear secondary roadways of any obstructions inhibiting traffic.
- Clear parking areas located at common areas and common area structures.
- Clear sidewalks, walking paths and thorough-fares in common areas

Phase 2

- Assessment of total clean-up needed and associated total costs of Phases 1-3.
- Removal of any debris generated and stock-piled from Phase 1 upon approval.
- Clearing and removal of debris from common
- Area parks, dog parks and playgrounds upon approval.

Phase 3

- Clear and remove debris from turf and landscape areas.
- Post storm tree work to remove "hangers",



Prioritizing Safety

Minimizing Risks

With safety as our top priority, United Land Services continually updates its trainings, communications, and assessments to ensure that team members are prepared to perform their jobs with minimal risk to themselves or others.

Our dedicated safety officers conduct regular inspections to ensure employees maintain professional behavior and remain alert to all potential hazards.

- Strict Compliance to OSHA Regulations
- Dedicated Safety Officers
- Weekly Safety Meetings
- Annual Safety Rodeo with Industry Safety Experts
- Personal Protection Equipment Requirements
- Ongoing MVR Tracking and Reporting
- Post Accident Drug Testing



Vehicle Safety

Minimizing Risks

ONBOARDING SAFETY TRAINING

Safety starts the moment a team member is hired with a comprehensive training on proper vehicle, equipment and operational training.. Our goal is to ensure the crew and public are safe from leaving the branch, parking the vehicle to driving through a community. United Land equips our fleet and crews with the proper attire, markers and equipment to redirect traffic in safe manner so a job can be completed safely.



SOFTWARE MONITORING SYSTEMS:

Along with visual inspection, there are software system United Land has established to ensure the safety of our team and the public.

- Our ongoing MVR tracking and reporting application to review driver eligibility using a point system.
- Our GPS Monitoring Program allows our safety and fleet team to monitor speed and

DAILY VEHICLE INSPECTION:

A daily vehicle inspection is completed each morning to identify items that could pose risk to our employees and the general public . This inspection is then completed again upon return to the branch to ensure each vehicle and trailer are safe while on the road.



Exclusive Partnership



Exclusive Partnership





Development Strategy

Phased Development Strategy

Best Management Practices

This is a custom designed plan using Florida Best Management Practices to exceed your desired look for this property. We have outlined the initial tasks that our Landscape Maintenance teams will perform as we begin our partnership regarding this property.

We have broken the tasks down into distinct phases to cover the first 90 days of this transition. This will provide an easy way to monitor and measure our progress as we formulate our joint strategy for the best results.



Premier Landscape Platform



A Reputation of Excellence



Full-Suite of Services



Experienced Management Team



Relationship-Oriented Service

Phased Development Strategy

Plan of Action

Phase I (Days 1-30)

- Meet with Property Manager and Board Committee Members to review our Three Phase Plan and Scope of Work.
- Complete an Irrigation Evaluation of system and report deficiencies and needed corrective actions.
- Establish consistent schedule for mowing, detailing and agronomics and implement accordingly.
- Perform first turf fertilizer application if possible (Blackout Period).
- Identify any areas of concern and concentrate efforts for immediate improvement. (Entrance features, weeding beds, sidewalk edging)
- Spot treat weeds in turf areas where needed.
- Formulate options for turf areas needing restoration.
- Implement weed control program in planting beds.
- Fertilize weak shrubs throughout the property.
- Start insect and disease program on all plant material.
- Evaluate the health of ailing plant material and propose improvement plan.
- Discuss any site-specific enhancement ideas.
- Perform monthly walk with Property Manager and Community Members.



Phased Development Strategy

Plan of Action

Phase 2 & 3 (Days 31-90)

- Examine Phase I results and modify “Plan of Action” if necessary.
- Carry on with Irrigation Inspections and Improvements.
- Carry on with Scheduled Maintenance plan i.e., mowing, blowing, and edging.
- Evaluate need for second turf fertilization dependent on condition and time of year (Blackout period).
- Carry on with weed control applications in both turf and plant beds.
- Evaluate insect and disease program and make necessary adjustments.
- Implement approved site-specific enhancements.
- Perform monthly walk through with Property Manager and continue to identify areas of opportunity or concern.





Reporting

Alignment, Execution & Building Partnerships



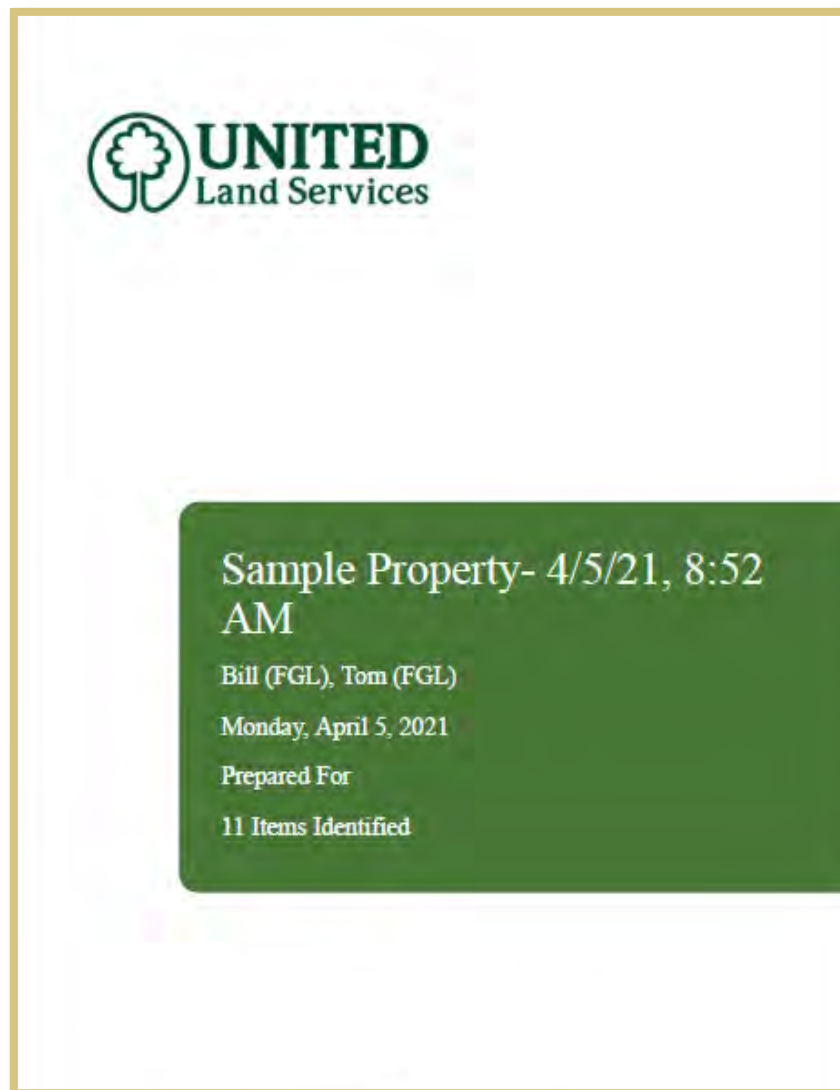
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Closing the Communication Gap

Alignment, Execution & Building Partnerships

Communication is key to any strong partnership. In an effort to stay connected internally with our team and externally with our partners, our team utilizes Site Audit Pro. The program allows us to send visual communication through pictures along with a detailed explanation of the issue. Site Audit Pro is key in ensuring everyone is on the same page in helping to form the best possible solution.



Closing the Communication Gap

Alignment, Execution & Building Partnerships

SAMPLE



Issue 1

Selectively remove tall stalks on White BOP in a sectional manor.
Removals tagged with orange tape



Issue 2

Remove Mags on Cody Chase



Issue 3

Declining Washingtonian on Cody Chase



Issue 4

Remove staking kit

SAMPLE



Issue 5

Queen Palm on 46A dead from Ganoderma



Issue 6

Possible irrigation issue on Podocarpus along 46A units



Issue 7

Replace declining Pittisporum with turf



Issue 8

Proposal for method to attach Jasmine to columns / pergola

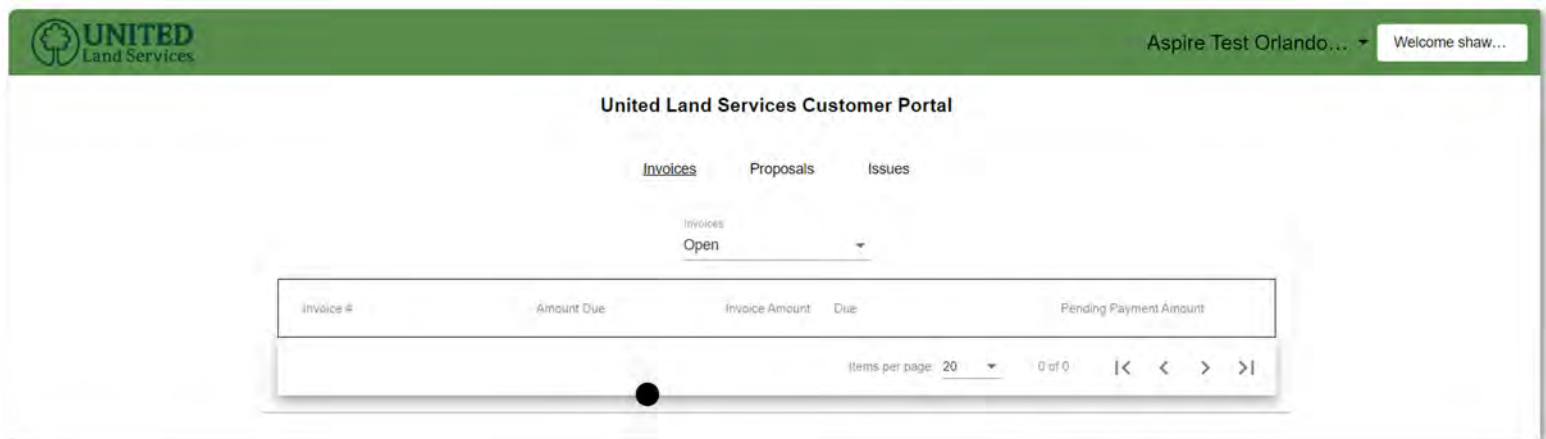
Work Order Software

Accountability, Communication and Productivity

United Land Services Work Order System Powered by:



United Land Services is dedicated to ensuring our valued partners receive the highest level of communication for a success long term partnership. Our work order system gives the client all the tools needed to stay informed on their property. The Aspire work order system is a user friendly software system that compliments our strong level of communication while providing accountability for our dedicated team.



FEATURES:

- View Invoices
- View Past Work Orders
- Sign Proposals
- Pay Invoices
- Review Updates on Work Orders
- Create Issues
- View Proposals
- View Landscape Experts Notes
- Submit Work Orders

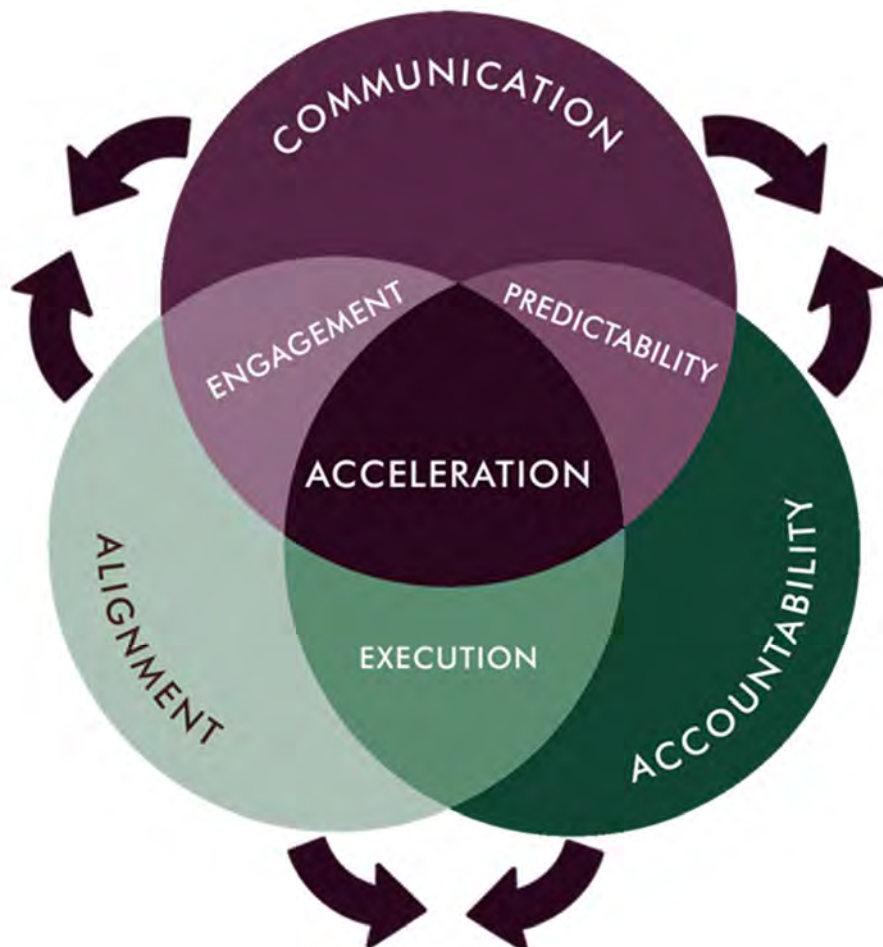
Closing the Communication Gap

Alignment, Execution & Building Partnerships

Constant, open communication between the board members, landscape committee (if applicable) and your ULS team will help to ensure expectations are set and goals are met. We plan to accomplish this through:

- Clear understanding of milestones to improve the landscape quality.
- Constant communication with HOA Management, Board Members and Committees.
- Weekly progress updates throughout the initial transition.
- Property inspections with Management and Board Members at predetermined intervals.
(Sample report on pages below).

Our goal is to tailor this communication plan to meet your needs and the needs of the community.





Certifications

Certification

Your Agronomics and Irrigation Specialists



St. Johns County Authorized Contractor



License No: BL-4240
BLANDFORD, ROBERT J
FLORIDA ULS OPERATING LLC DBA UNITED
LANDSCAPES
DOB: 7/31/1975
Issued: 10/3/2023
Expires: 9/30/2025

* License valid through expiration date, unless sooner disqualified *



Certification

Your Agronomics and Irrigation Specialists



Certification

Your Agronomics and Irrigation Specialists

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Florida ULS Operating LLC

2 Business name/disregarded entity name, if different from above
United Land Services

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **S**

Other (see instructions) **S**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

5 Address (number, street, and apt. or suite no.) See instructions.
12276 San Jose Blvd Suite 747

6 City, state, and ZIP code
Jacksonville, FL, 32223

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

8 Social security number

OR

9 Employer identification number

8 5 - 2 4 9 7 9 2 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code (a) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person **[Signature]**

Date **1/8/202**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transaction)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (cancelled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



Scope of Services: Exhibit A

must blow all clippings away from the water's edge. It is understood that trash of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by the contractor during every normal service event. Unless otherwise designated on Maintenance Exhibit/Plans, homeowners are responsible for mowing down to the water's edge behind their property.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged during each mowing event. All edging shall be performed to the sole satisfaction of the District. **Chemical edging shall not be permitted anywhere on property.**

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN FORTY-EIGHT HOURS OF NOTICE BY DISTRICT.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Once per year, central leaders shall be maintained and interfering or crossed limbs shall be removed. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Branches and limbs shall be kept off buildings (including roofs), signage structures, play structures, fences & walls as well as pruned to keep street lights and traffic signage from being blocked. Additionally, on an as-needed basis, all trees shall be pruned over sidewalks, nature trails, parking lots, driveways & roadways so as not to interfere with pedestrians, cars or other vehicles. (This is to include maintaining at all times a minimum of **ten to fifteen (10-15)** feet ((but shall vary according to DOT specs)) of clearance under all limbs depending on location and species of tree.)

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of the District. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. All clippings and debris from pruning will be carted away at the time pruning takes place.

Palms: All palms shall receive pruning as often as necessary to appear neat and clean at all times.

The timing of the Palm pruning to be coordinated with the District. This includes brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas

where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. "Hurricane" palm pruning shall never be allowed without prior written approval from the District.

4) WEEDS AND GRASSES – All groundcover and turf areas shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the District at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.**

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.

The contractor shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas shall be kept weed free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas.

6) CLEAN UP – At no time will the contractor leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. The contractor shall use his own waste disposal methods, never the property dumpsters. Grass clippings blown off sidewalks, streets and curbs shall be blown into turf areas, never into mulched bed areas as these are to be maintained free of grass clippings. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS, PONDS OR ANY COMPONENT OF THE STORMWATER SYSTEM.**

7) REPLACEMENT OF PLANT MATERIAL – Tree and shrubs in a state of decline should immediately be brought to the attention of the District. Dead or unsightly plant material shall be removed upon notification of the District. The contractor shall be responsible for replacement if due to contractor's negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance. **New plant material**

shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

8) If contractor misses a service due to inclement weather or any other reason, the contractor is required to make up service the same week.

PART 2

FERTILIZATION

The contractor shall follow all provisions of the Volusia County Fertilizer Application code (Chapter 50, Article VII of the Code of Ordinances for Volusia County), as they may be amended from time to time. It is further recommended that those practices outlined in the Volusia County Fertilizer Rule be followed. Highlights of that rule are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF VOLUSIA COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

All turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for central Florida turf: (per BMP guidelines and University of Florida IFAS Extension, central Florida is determined by anything south of a line running east-west from coast to coast through Ocala and north of a line between Tampa & Vero Beach.)

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	Fe For foliar application, use ferrous sulfate (2 oz. /3-5 gal. H ₂ O/1,000 SF)
October	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests + PreM

All Bahia Sod:

March	A complete fertilizer based on soil tests + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
August	Apply Supplemental Iron sulfate or chelated iron in liquid applications
October	A complete fertilizer based on soil tests

All Paspalum Sod:

March	A complete fertilizer based on soil tests + PreM
April	N (Soluble Nitrogen applied at .5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)

July	A complete fertilizer based on soil tests
August	Fe (for foliar apps, use ferrous sulfate @ 2 oz. /3-5 gal H ₂ O/1000 SF). If Fe is applied to an acidic soil, use 1 lb. of iron sulfate/1000 SF. If soil is calcareous, use the container label recommended rate of an iron chelate.)
October	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

The contractor shall submit a fertilizer label to resident project representative for approval prior to application.

At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Soil test samples shall be taken twice a year by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Test results will be provided to the District. Should changes be of merit, the contractor shall notify the District in writing prior to the implementation of such changes.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY ITS NEGLIGENCE OF FERTILIZER APPLICATION.** Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, May, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft. /year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO**

REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO ITS NEGLIGENCE.

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P₂O₅-12K₂O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, May, October, November). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6” from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

The contractor shall provide the District with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. Contractor must notify the District five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the contractor to so notify the District may result in the contractor forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf Insect and disease control spraying on turf shall be provided by the contractor every month with additional spot treatment as needed. The contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. The contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for “formula” under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. The contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. The contractor will be fully responsible in the treatment of such afflictions. At the District’s discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. The contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. The contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The District reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.**

The contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the contractor’s full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the contractor’s responsibility to treat these conditions in an expedient manner.

It shall also be the contractor’s responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. The contractor shall familiarize itself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the contractor’s responsibility to treat pest within five (5) working days of the date of notification.

FIRE ANT CONTROL

The contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

For informational purposes only, the contractor is asked to provide the cost for the annual application of Top Choice in all designated parks and clubhouse finished landscaped and irrigated areas on the Plans/Maintenance Exhibit. This is not to include lake banks behind the residential properties or between ponds and conservation areas.

Pest Control will not be included as a standard line item in each monthly billing, but shall be invoiced as a separate line item the month after service is rendered.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all existing irrigation systems to date. This shall include all existing irrigation systems.

These inspections shall include:

A. Irrigation Controllers

1. Semi-automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions & time DST
4. Lubricate and adjust mechanical components
5. Test back up programming support devices

B. Water Sources

1. Visual inspection of water source
2. Clean all ground strainers and filters
3. Test each pump at design capacities **weekly**; inform District Manager of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
4. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle, and strainer are to be inspected for adjustment and shall be aligned, packed, cleaned, and repaired, as necessary. Shrubs, groundcovers, and turf around sprinkler heads shall be trimmed to always maintain maximum clearance for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management,

Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, the District Management or their assign prior to making such repair.

Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may be provided by the Contractor listing those items that would improve the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisor's discretion.

Assuming the Board of Supervisors approves the repairs listed in the 30-day audit and after such repairs have been made, after the thirty (30) day period has expired and for the duration of the contract, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads, nozzles, drip main and delivery lines and any associated fittings. Said repairs shall be performed immediately and are included in the contract price. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of the system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Volusia County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assign. Broken mainlines and irrigation valves stuck in the "open" position are to be considered emergencies.

Freeze Protection. The Contractor shall describe ability and cost per application to provide freeze protection for pumps/wells.

PART 5

INSTALLATION OF MULCH

At District's request and after prior approval by the District Manager, Contractor shall top dress all currently landscaped areas as shown on the plans/maintenance map (landscaped beds, tree rings, parks, etc.) with Grade "A" Medium Pine Bark Mulch. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction. Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" and beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to the District.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch (Pine Bark) is required to attain the required 3" depth, sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The District reserves the right to subcontract out any and all mulching events.

PART 6**SEASONAL COLOR/PERENNIAL MAINTENANCE AND INSTALLATION****A. Seasonal Color Bed Preparation**

Contractor shall be totally responsible for the soil make up within each flower bed. Amendments such as, but not limited to Peat Moss, sand, organic matter, fertilizers, and fungicides may be used to create a quality growing medium in order for the annuals to flourish. Beds shall be tilled to a depth of eight (8) to 14 inches with all amendments thoroughly incorporated into the soil mix.

Contractor shall be responsible for all bed preparation and soil amendments necessary to provide a grade A quality seasonal color display. Contractor shall be responsible for taking general and micronutrient tests of annual bed areas. District and/or District Manager shall receive copies of test results and a list of actions to be taken by Contractor to correct all problems identified on the report.

Bed areas shall be formed to create a moderate crown. Contractor shall remove rocks and debris and shall trench all sides of beds that face curb or turf at a depth of three (3) inches before final mulching.

Annuals shall be hand watered at the time of installation.

B. Seasonal Color Installation

Contractor shall be responsible for measuring and confirming the quantities for each annual rotation for all existing annual bed areas based on the existing beds on the property at the time of bid submittal and on the plant spacing as specified. Contractor shall be responsible for planting the specified size and quantity of plant material using designs pre-approved by the District and/or District Manager.

C. Seasonal Color Replacement

Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease or fails to maintain a healthy, vigorous appearance in the opinion of the District and/or District Manager. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs.

D. Mulching

Bed areas shall have one-fourth (1/4) inch of finely ground mulch at all times, not allowing bare soil areas to be visible.

E. Deadheading and Pruning

Deadheading: Declining flowers and foliage should be removed weekly.

Pruning: Plants shall be pruned to avoid plants becoming leggy or unsightly; also to maintain a consistent uniform mass.

F. Fertilization

The Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous plants. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy plants. Contractor shall be responsible for removing any excess fertilizer from paved surfaces, curbs, and sidewalks.

G. Insect and Disease Control

The Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problem, including mole crickets, chinchbugs, and grubs. The Contractor shall be responsible for the control of fire ants throughout maintained areas. Mounds are to be removed and soil leveled to previous grade after ants have been killed. Contractor shall be responsible for removing any excess pesticide applications from paved surfaces, curbs, and sidewalks within four (4) hours after application has occurred.

H. Watering

The Contractor shall be responsible for monitoring the moisture levels in irrigated and non-irrigated bed areas and reporting any problems, in writing, that may be present during the maintenance visit. Contractor shall be responsible for damage to items that were not reported to the Owner and District Manager in writing and will be responsible for replacement of these items.

The Contractor shall not be responsible for the manual watering of any plant material unless plant material is under warranty. When new seasonal color is installed, Contractor shall be responsible for supplemental watering only until plants become established. (*Line Item: Watering*)

I. Bed Weed Control

Weeds shall be controlled in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained weed free. Contractor shall be responsible for removing any chemicals used to control weeds from paved surfaces, curbs, and sidewalks.

J. Perennial Maintenance

Perennials such as but not limited to Rose, Allamanda, Daylilies, Rudbeckia, Sedum, Iris, Daffodils, Lantana, etc. shall be pruned removing all spent blooms, flower stalks, and dormant and declining foliage. The timing of this pruning may be seasonal, Owner and/or District Manager request, or for the aesthetic improvement of the landscape. Any additional fertilizer, fungicide, insecticide or other chemicals needed to keep plants at optimum health shall also be included.

This item will not be included in the contract amount. Contractor shall provide a price per 4" annual to be installed up to four (4) times per year and shall submit with the bid. This work will be invoiced separately in the month following service delivery.

The District reserves the right to subcontract out any and all annual installation events.

ADDITIONAL SERVICES

Please provide any additional landscape and irrigation maintenance services offered.

Examples include:

- Emergency Clean Up
- Storm Cleanup
- Irrigation Services outside of contract
- Freeze Protection
- After Hours Emergency Irrigation Services

[END OF SECTION]



Your Investment: Exhibit B

Rivington Community Development District

Official Proposal Form for Solicitation of Proposals for Landscape and Irrigation Maintenance Services

Name of Proposer: United Land Services

In accordance with the solicitation of proposals issued by the Rivington Community Development District the undersigned proposes to provide all work necessary to perform the scope of services as described in the Project Manual.

Proposer submits that it can perform the work described above summarized as follows and as more specifically described in Proposer's proposal:

1. Turf Maintenance	\$ <u>139,032</u>
2. Shrub And Groundcover Maintenance	\$ <u>26,221</u>
3. Tree Maintenance	\$ <u>8,470</u>
4. General Site Maintenance: Trash And Debris Disposal	\$ <u>1,935</u>
5. Irrigation System	\$ <u>31,325</u>

Total Yearly Cost for the first year of the above items	\$ <u>206,983</u>
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6. Annuals Maintenance/Installation - 4X Annually	\$ <u>2,580</u>
7. Mulching for Tree and Shrub/Groundcover Bed Areas	\$ <u>12,025</u>

Estimate of total cubic yards proposed to service the property: 185 CY

Cost of Mulch Per Cubic Yard \$ 65/CY

Irrigation Hourly Rate for items not included in the Scope of Services: \$ 75/HR

Proposer, thoroughly reviewed all components of the Project Manual and has a thorough understanding of the work required, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if Proposer's proposal is accepted, to enter into the Proposed Agreement with the District.

Name of Authorized Signatory of Proposer: Ken Wilshire

Title of Authorized Signatory of Proposer: Business Development Manager

Signature of Authorized Signatory of Proposer: 











Property Maps: Exhibit C

Rivington CDD

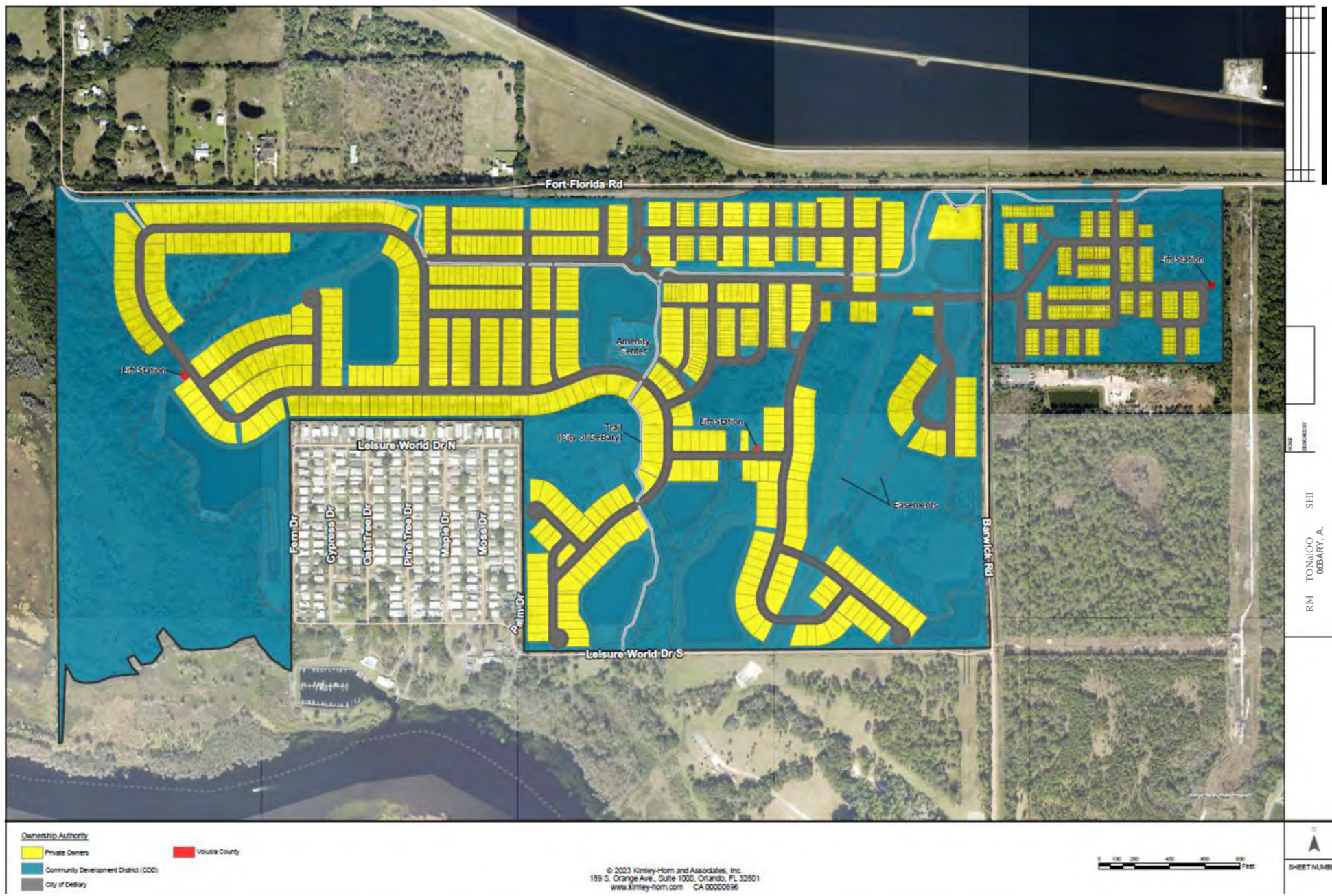


Legend

Name	Quantity
 Mowing with 60" Central Florida	85961 SF
 Mowing with 72" Central Florida	191655 SF
 Mowing with 72" Central Florida	1335480 SF
 Edge - Hard Central Florida	61078.15 LF
 Edge - Soft Central Florida	8989.46 LF
 Weedeat - Pond Edges Central Florida	15919.92 LF
 Shear / Bed Space- Central Florida	59134 SF
 Tree Ring	291

Exported on 7/15/2025





SERVICES AGREEMENT

This Services Agreement (the “**Agreement**”) is entered into this _____ day of _____, 2025 between _____ (the “**Customer**”), and Florida ULS Operating, LLC DBA United Land Services, LLC (the “**Contractor**”). Contractor is in the business of providing landscape maintenance services and Customer desires to contract with Contractor to provide landscape maintenance services to Customer and certain properties managed by Customer in accordance with the following terms and conditions of this Agreement.

Service Address: 833 Terrapin Drive, DeBary, FL 32713 _____

Bill to Address _____

1. **Term.** The initial term of the Agreement shall commence for a three (3) year period commencing on _____ and ending on _____. After expiration of the initial term, the Agreement shall continue on a month-to-month basis unless terminated by either party upon thirty (30) days prior written notice.

2. **Services.** Contractor agrees to provide the Customer with the scope of services set forth in **Exhibit A** (the “Services”). Contractor agrees to provide all labor, material, equipment, and supervision to perform the duties outlined by this Agreement, except that Customer shall provide any water and utilities necessary for Contractor to perform the Services. Contractor warrants to the Customer that: (i) Contractor will perform the Services in a workmanlike manner in accordance with reasonable prevailing industry standards; (ii) Contractor shall comply with all applicable laws; (iii) Contractor has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement or that would preclude Contractor from complying with the provisions of this Agreement. Contractor shall not be liable for any nonperformance, delays, or alleged deficient performance resulting from any environmental issues, including drought, hurricane, flooding, tornados, rainfall, storms, earthquakes, or other disasters or weather events, any governments actions or changes in law, any wars, acts of terrorism, epidemics, shortages, strikes or other labor issues, or other causes beyond the control of Contractor. Contractor’s liability to Customer for any alleged non-performance under this Agreement shall be expressly limited to the amount of compensation actually received by Contractor for the disputed scope of work.

3. **Compensation.** In consideration of the Contractor’s performance of the Services, the Customer agrees to pay Contractor the fees set forth on **Exhibit B** for the total monthly amount of \$ _____. On each anniversary date of this Agreement, the agreed upon fees for Contractor’s Services shall be increased by 3% over the previous year’s level or CPI, whichever is greater. Customer shall be responsible for all sales, use, and other taxes with respect to all amounts paid by the Customer to Contractor under this Agreement other than taxes on Contractor’s income. All payments shall be made by direct electronic payment.

4. **Confidentiality.** Customer acknowledges this agreement along with any documentation, financial data, designs and plans provided by the Contractor are confidential information and shall not be disclosed by the Customer to any other person or entity, except as required by law.

5. **Late Payment.** If payment is not received within 30 days of invoicing, a 1.5% per month late fee will be applied to all unpaid balances. Should Contractor need to pursue legal action to collect any amounts owed, Customer agrees to pay Contractor’s reasonable attorney’s fees, court costs, and all other expenses incurred.

6. **Termination.** Customer may terminate this Agreement for cause, if Contractor, after prior written notice per section 7, of any default hereunder, fails to cure that default within 30 days thereafter. Customer shall pay for all services performed up to the effective date of any valid termination. Contractor, upon 30 days prior written notice to Customer, may terminate this Agreement without cause.

7. **Notices.** Any notice required to be sent to the Contractor under this Agreement shall be sent to the following address unless otherwise specified: **Attention Stephen Rossbach, Branch Manager, 1930 Silver Star Road, Orlando, FL 32804.** Any notice required to be sent to the Customer under this Agreement shall be sent to the Service Address specified above, or to such other address as Customer hereafter provides.

8. **Insurance.** Contractor acknowledges and agrees that it shall be solely responsible for securing and maintaining all insurance coverage for itself and its employees, including without limitation, commercial general liability, workers' compensation and employers' liability, comprehensive automobile, and umbrella liability. Contractor shall provide proof of insurance coverage prior to commencement and shall not cancel or change any coverage without providing Customer written notice.

9. **Licenses.** Contractor shall maintain all applicable licenses and permits within the cities, counties, and states of operations.

10. **Indemnification.** Each party, to the extent permitted by law, will indemnify, defend and hold harmless the other party, its affiliates, and all of their directors, officers, employees, agents and representatives from and against all claims, liabilities, damages, losses or expenses to the extent arising out of any negligence, willful misconduct, breach of contract or violation of law for which the indemnifying party, its employees, agents, subcontractors, or assigns in the performance of work under this Agreement is at fault. In the event the parties are jointly at fault, each party will indemnify the other in proportion to its relative fault.

11. **Right to Cure.** Should customer determine that Contractor has provided defective, deficient, or destructive work ("complaint", it shall provide written notice withing 48 hours of the alleged occurrence or any claim shall be deemed to be waived. Upon receipt of any said complaint, Contractor shall have seven (7) days to address any said complaint. The failure to allow the Contractor to address any complaint will serve as a waiver of any claim related to the alleged claim.

12. **Contractual Lien.** The Customer grants Contractor, in addition to any other rights and remedies allowed under the applicable law, a lien on the real and personal property related to the project to secure payment for all sums due and owing under this agreement. The Contractor shall be entitled to recover its reasonable attorney fees and costs in any action related to the recovery of sums owed by Customer.

13. **Miscellaneous.** Contractor enters into this Agreement as an independent contractor. Contractor shall be solely responsible for all taxes, withholdings, and other similar statutory obligations with respect to its employees, including without limitation, Worker' Compensation Insurance. Either party may assign this Agreement to an affiliate or to any successor entity or purchaser of a substantial portion of the assets of such party that relate to the subject matter of this Agreement without the other party's consent but with written notice. This Agreement shall be governed by the laws of the State of Florida. The exclusive jurisdiction for the resolution of any disputes arising out of or relating to this Agreement shall be in a court of competent jurisdiction in Duval County, Florida. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of both parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the day and year first above written.

CONTRACTOR Florida ULS Operating, LLC DBA United Land Services, LLC _____ Signature _____ Date	CUSTOMER _____ Signature _____ Date
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**Affidavit for
Public Entity Crimes, Scrutinized Companies, E-Verify, and Non-Collusion**

*[Solicitation of Proposals for Landscape and Irrigation Maintenance Services]
Rivington Community Development District*

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Name of Proposer: United Land Services

I am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I state that:

Public Entity Crimes

1. I understand that a "person" or "affiliate" who has been placed on the "convicted vendor list" following a "conviction" for a "public entity crime" (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, would render us ineligible to submit a proposal for this project.
2. Neither I, nor any person or affiliates with my firm, nor my firm has been placed on the convicted vendor list following a conviction for a public entity crime that would render us ineligible to submit a proposal for this project.

Scrutinized Companies

3. I understand that, pursuant to Section 287.135(2)(a), Florida Statutes, we would be ineligible to submit a proposal for this project if we are company that is on the "Scrutinized Companies that Boycott Israel List" (created pursuant to Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel.
4. Neither I nor my firm are on the "Scrutinized Companies that Boycott Israel List" nor are we engaged in a boycott of Israel.

E-Verify

5. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida's E-Verify law in order to enter into an agreement with a public employer.
6. Our firm is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
7. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
8. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
9. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
10. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

Non-Collusion

11. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.

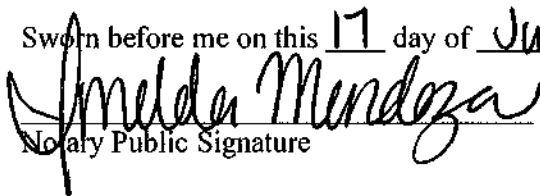
12. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
13. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher than the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
14. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
15. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the Rivington Community Development District for which our proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this work.

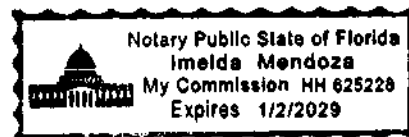


Signature of Authorized Signatory of Proposer

Sworn before me on this 17 day of July, 2025



Notary Public Signature



Notary Stamp

Providing exceptional landscape services to partners across the state of Florida.



United We Grow!



*Uniting partners through exceptional
landscape services*



Excellence
IN COMMERCIAL LANDSCAPING



Landscape Maintenance Services Proposal
prepared for

RIVINGTON COMMUNITY DEVELOPMENT DISTRICT



Samantha Harvey
District Manager
Inframark

Samantha Harvey
District Manager
Inframark

Re: Landscape Maintenance Services Proposal for **Rivington Community Development District**

Thank you for considering a partnership with **Yellowstone Landscape** as your landscape maintenance service provider. We are excited by the possibility to provide you with landscape maintenance once again! Our proposal has been created to address the specific needs and expectations you have expressed for **Rivington Community Development District**. We call this your Plan for Success because our integrated service plan has been designed to give you a landscape that you can be proud of.

Within your Plan for Success please make special note of the following sections:

- **About Yellowstone:** The section has a short video with more information about who we are and how we can improve your landscape.
- **Startup Plan:** Our transition plan includes the actions we will take in the first 30, 60 and 90 days of service to improve both your specific areas of concern and your landscape's overall appearance.
- **Scope of Services Summary:** This section outlines our proposed scope of services, detailing the Best Practices we've developed to provide a consistent appearance across your landscape.
- **Safety Program:** The safety of our workers and customers is the number one priority at Yellowstone Landscape. This section gives more information on how we educate our Yellowstone family on being safe all day, everyday.
- **References:** Here you will find some information on a few of our customers. We encourage you to reach out to them. This will help you get an understanding of what it means to be a member of the Yellowstone family.
- **Your Investment:** Our pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please contact me at any time. I welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

Sincerely,
John Distler, *Business Development Manager*
Yellowstone Landscape

jdistler@yellowstonelandscape.com
386-237-8621



386.437.6211 tel
386.437.5143 fax

3235 North State Street
PO Box 849
Bunnell, FL 32110

www.yellowstonelandscape.com

July 17, 2025

Samantha Harvey, District Manager
Inframark
313 Campus Street
Celebration, FL 34747

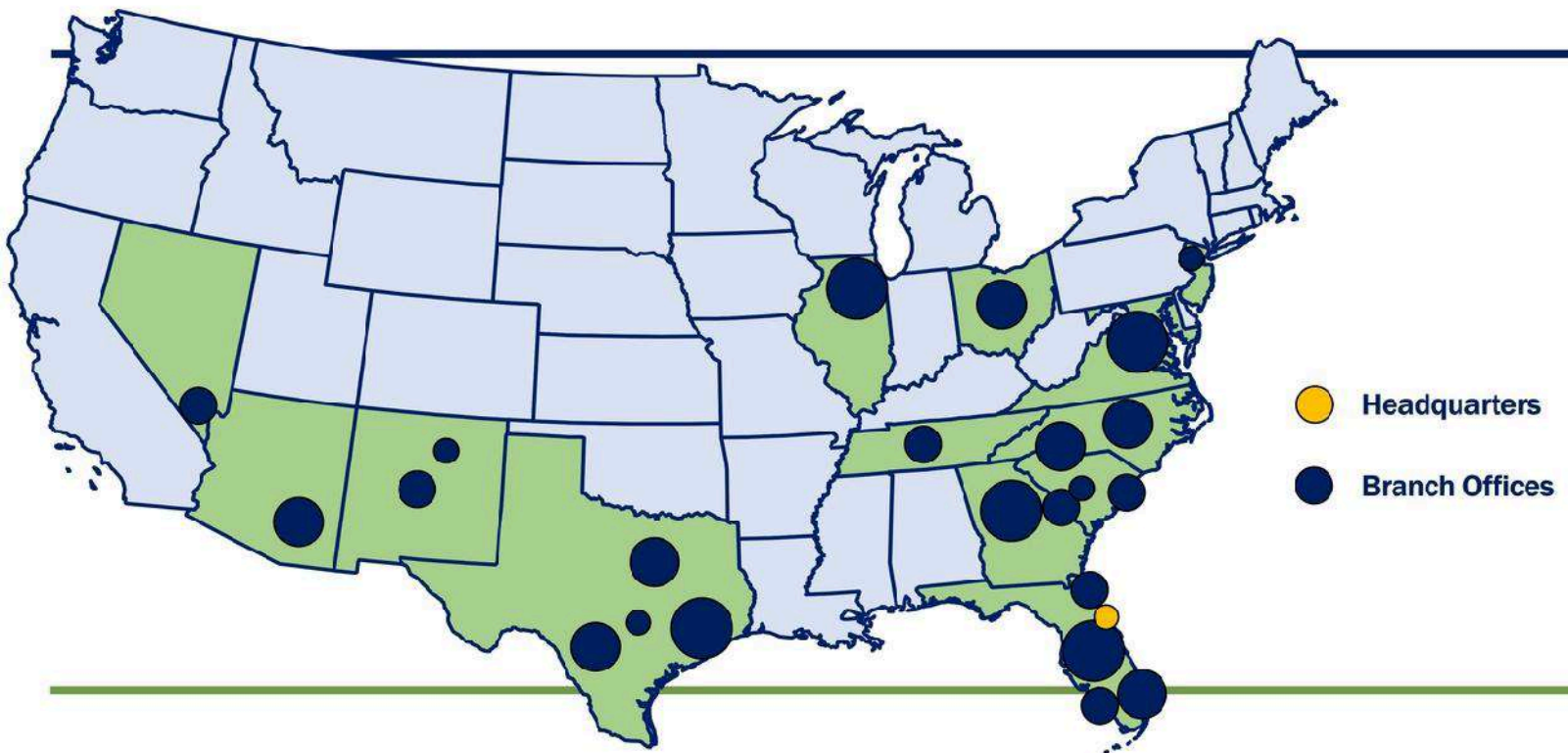
RE: Company Information

- 1) Company Name:
Yellowstone Landscape- Southeast, LLC
- 2) Headquarters:
3235 N State St.
PO Box 849
Bunnell, FL 32110
877-785-6685
- 3) Local Office Location:
259 S. Industrial Drive
Orange City, FL 32763
386-248-3298
60+ employees at local branch

The company has 6 local branches in Central Florida: Orange City, Daytona Beach, Apopka, Leesburg, Kissimmee, and Orlando. We have a total of 16 branches throughout Florida and operate in 18 other states: Georgia, North Carolina, South Carolina, Tennessee, Virginia, New Jersey, Massachusetts, Pennsylvania, Ohio, Indiana, Illinois, Wisconsin, Texas, New Mexico, Colorado, Arizona, Nevada and California.

- 4) Company History
See following pages regarding Yellowstone company information.

ABOUT YELLOWSTONE LANDSCAPE



Your property's appearance means a lot. It has the power to delight visitors, tenants, residents, customers, and more. Your choice of landscape service partner can mean reduced liability, better profits, and lasting impressions. There's a lot on the line. This is serious business. You have people to answer to and it's our job to make you and your property look its absolute best. We're in this together.

To look your best, it takes a strong team of commercial landscaping experts. Since 2008, our company has grown because of our team's commitment to excellence. Thousands of companies and organizations across the country have trusted us. We don't take that lightly. They deserve the best and so do you. We wouldn't offer anything less.

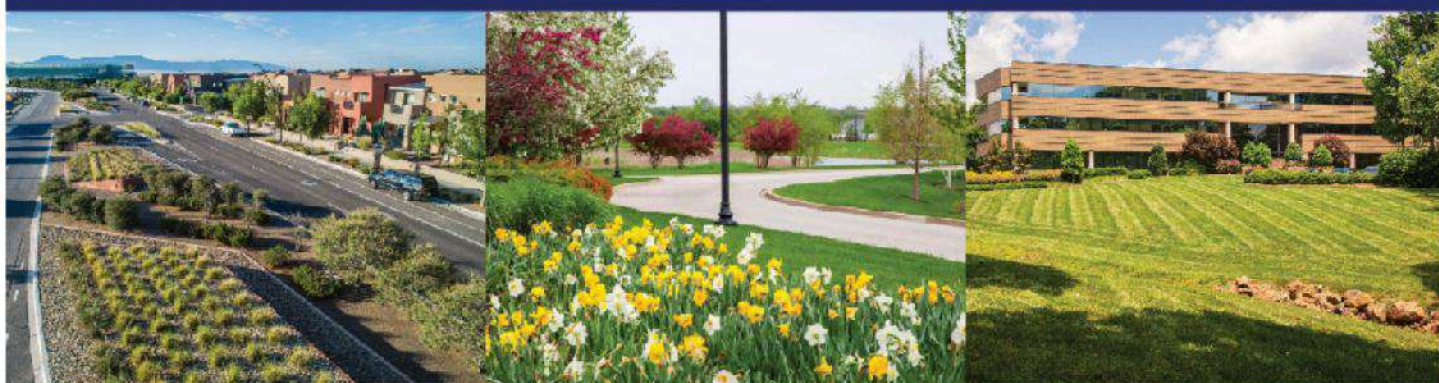
Your choice in the best commercial landscaping company could be the difference between a property that reflects excellence or one that falls short of your expectations and needs. When you're investing in professional services, you deserve to get the best. By making the wise choice, that's exactly what you can count on.

Excellence

IN COMMERCIAL LANDSCAPING



Trusted by Clients Across the Country



Yellowstone Landscape serves our clients from local branch locations across the United States from over 50 offices in 14 states.

Our talented Landscape Professionals are experts in their local areas, delivering excellence in commercial landscape maintenance, installations and enhancements, tree care, and snow & ice services.

These local operating teams are supported by the collective strength of a national leader in commercial landscaping services.

And we empower our local leadership to make decisions in the best interest of our clients and their properties. No excuses, no calling headquarters for approval, no corporate red tape. Just do what's right.

Working safely. Providing great service to our clients. Taking pride in our work. Building lasting partnerships with our clients.

That's how we've become the trusted commercial landscaping partner of choice to our valued clients across the country.

Industry Recognition

YELLOWSTONE
LANDSCAPE



Our clients' properties have earned dozens of National Landscape Awards of Excellence, the highest honor given in the professional landscape industry. They've been recognized as some of the most outstanding commercial landscaping projects in the country. Below is a partial listing of our award-winning projects:

Reston Town Center; Reston, VA; 2023
Seminole Hard Rock Resort; Tampa, FL; 2023
District at Chamblee; Atlanta, GA; 2021
Rockstar BMX Park; Houston, Texas; 2020
Emory Johns Creek Hospital; Atlanta, GA; 2019
Del Webb Lake Oconee; Greensboro, Georgia; 2018
Mesa Del Sol; Albuquerque, New Mexico; 2018
Hermann Park; Houston, Texas; 2017
Walton Riverwood; Atlanta, Georgia; 2017
Swan and Dolphin Resort; Orlando, Florida; 2016

Cane Island Amenity Village; Houston, Texas; 2016
Tradition; Port St Lucie, Florida; 2015
Rob Fleming Park; The Woodlands, Texas; 2014
AAA Headquarters; Orlando, Florida; 2013
Technology Park Atlanta; Atlanta, Georgia; 2013
Boeing 787 Facility; Charleston, South Carolina; 2012
Grand Haven; Palm Coast, Florida; 2011
Fleming Island Plantation; Jacksonville, Florida; 2010
Hammock Beach Resort; Palm Coast, Florida; 2008
Reunion Resort & Club; Orlando, Florida; 2007

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Committed to Safety



Yellowstone Landscape has made safety our number one priority. We know that we are equally responsible for the safety of our employees, and our clients' residents, employees, guests and their property.

Our commitment to safety includes providing a safe, healthy work environment, kept free from hazards. Whether starting or ending the day at one of our branch locations, traveling over the area's roadways, or at a client's work site, all Yellowstone Landscape employees are trained to behave professionally and remain alert to all potential safety hazards they may encounter.

Our Commitment to Safety includes:

- New Employee Training on Safe Operating Procedures
- Strict Compliance to All OSHA Regulations
- Weekly Tailgate Talks Conducted with All Field Service Teams
- Annual Safety Rodeos with Industry Safety Experts
- Dedicated Safety Officers in Each Branch Location
- Mandatory Use of Appropriate Personal Protective Equipment (PPE) at All Times

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Environmental Stewardship



As a leader in the landscaping industry we have an added responsibility to be good stewards of our natural resources. We also understand that many clients have become keenly aware of the need to reduce their environmental impact.

Our initiatives toward responsible environmental stewardship include:

Integrated Pest Management: IPM Programs use a combination management tools to create an environment where it is less likely that the pest will return.

Innovation Irrigation: This includes smart controllers, rain sensors, micro irrigation

and drip irrigation to eliminate water waste, integrating recycled water intakes where natural sources are available.

Reducing Carbon Emissions: EFI equipment used by our service personnel reduces our fuel consumption by 25% compared with traditional outdoor power equipment.

Organic Options: We offer organic alternatives to all traditional management solutions.

Drought-Tolerant Plants & Trees: Installing the right plant material for your property's environment reduces the water consumption necessary for your plants and trees to thrive.

Landscape Maintenance



Landscape Maintenance is all about the details. We're committed to getting the details right, so you can enjoy your landscape and take pride in its appearance.

From week to week, month to month, and year to year, there are **hundreds of details** that need to be coordinated for your landscape to look its best. Assuring that none of those details are overlooked requires a professionally administered, integrated Landscape Maintenance program.

Synchronizing routine maintenance activities like mowing, edging, weeding, trimming and clean-up, with fertilization and pest management applications, and your irrigation system's schedule and maintenance is no easy task.

That's why we incorporate all the details of our landscape services into your **Plan for Success™**.

Our Landscape Maintenance teams are trained in our industry's Best Practices. They behave as if they were a part of your staff and work hard to solve problems while they're still called opportunities. If the unexpected happens, our teams respond to correct the problem, quickly and professionally.

Your dedicated Account Manager will provide regular updates about what we're doing to maintain your landscape. Our goal is to provide you with all the information you need about your landscape, when you need it.

Irrigation Installation & Management



Agenda Page 73

YELLOWSTONE
LANDSCAPE



There is nothing more essential to the success of your landscape than regular access to the right amount of water.

Commercial irrigation systems are sophisticated technology that require special certification to install and operate.

Our Irrigation Installation and Management Professionals are experts in all major commercial irrigation systems. From older systems in need of frequent repairs and updates, to the most modern and innovative water-wise systems available, our Irrigation Teams are dedicated to protecting your valuable water resources. Once installed, we always adhere

to local ordinances governing water use and have implemented the principles of the leading industry groups. These guidelines govern how we design, install, and maintain your irrigation system.

Professional irrigation management is an essential service to eliminate waste in your water consumption and reduce your water usage.

Yellowstone Landscape provides you with the most experienced team of Irrigation Professionals in the industry.

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Seasonal Color Installations



Agenda Page 74

YELLOWSTONE
LANDSCAPE



If you want to make a big impact and create dramatic curb appeal for your community or commercial property, there is no better way than a professionally designed seasonal color display.

Our landscape designers and color bed installation experts will “bring the wow” to your entrances and feature areas with stunning seasonal color displays using only the highest quality, locally sourced plant materials.

Your color bed installations begin with a custom design proposal tailored to your preferences, incorporating seasonally appropriate flowers. We begin with bed preparation, the most critical part of the installation process, removing the

previous rotation’s plants and groundcover materials, bedline trenching, tilling of the soil and adding high quality fertilizers as needed.

We recommend installations with tighter spacing to create more vibrant color and instant impact. As conditions warrant, we can provide hand-watering and additional fertilization of seasonal flowers to promote healthy growth and prolong bloom times.

Regular maintenance of your seasonal color installation during service visits includes removal of withering plants and monitoring of the soil quality and checking that the plants’ watering requirements are being met.

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Landscape Design

YELLOWSTONE
LANDSCAPE



You need your landscape to look its best, but you're not quite sure where to get started.

Whether you need a landscape design plan for a new development or just want to enhance a few feature areas in your existing landscape, our Landscape Designers are ready to help you see your landscape's full potential.

Our Designers are specially trained, creative professionals. They're knowledgeable about all the latest concepts in landscape design and they're also familiar with your area's local plant materials. This ensures that what they select to plant will thrive once it's in the ground.

The last thing you want is to invest in a landscape installation project, only to see the plants fail within the first year.

Working with a Landscape Designer starts with a meeting to find out what your goals are for your project. They'll create photo renderings so you can actually see what your new landscape will look like, before it's planted. You'll be a part of the process from beginning to end.

And best of all, we offer Landscape Design as a complimentary service to current Landscape Maintenance clients when we install your landscape enhancement.

Principal Officers

Our Leadership Team is committed to making Yellowstone Landscape the premier commercial landscape service company in the United States. We bring that excellence to bear on behalf of our clients through industry-leading investments in safety, training, and information systems.



Harry Lamberton was named **President and CEO** of Yellowstone Landscape in May of 2023, after joining Yellowstone in January of 2022 as President. As CEO, Harry leads and drives Yellowstone's strategy, continued growth, quality service, focus on safety, and maintaining a great place to work for all employees, applying expertise gained from over 20 years of leading environmental and sustainability businesses at Waste Management. Harry continues to be active in broadly supporting sustainability and the environment by serving on the Conference Board's Global Sustainability Centre's Advisory Board, the Board of Directors of the Sustainability Institute at the University of New Hampshire and the Board of Directors of Friends of the Chicago River. Harry holds a BA from the University of New Hampshire and an MBA from the Goizueta School of Business at Emory University.



Timothy (Timo) Sherman serves as **Chief Financial Officer** of Yellowstone Landscape with oversight over all Finance, Accounting, IT, and Procurement functions. He has led the financial analysis team since 2018, focusing on excellence in planning, forecasting, budgeting, analysis, acquisition planning, due diligence, closing and initial integration management, and any other areas requiring financial evaluation and insight. He first worked in landscaping as a construction project manager, then account manager and branch manager for Cornerstone Landscape, which was acquired by Yellowstone in 2012. Timo holds a BS from the Fisher School of Accounting at the University of Florida and an MBA from Jacksonville University and has experience in Staff and Cost Accounting.



Tim Portland has served as the **Executive Chairman** of Yellowstone Landscape since May of 2023. As Executive Chairman he is highly active and engaged within the company, supporting the company's executive leadership. Prior to his current role, he led the company as CEO for more than a decade. In addition to chairing Yellowstone's Board of Directors, Tim serves on the Board of Directors of the National Association of Landscape Professionals and chairs the association's H-2B steering committee. He also serves on the Board of the Seasonal Employment Alliance, an advocacy organization focused on congressional reform of the guest worker visa programs that sustain seasonal businesses across the United States.



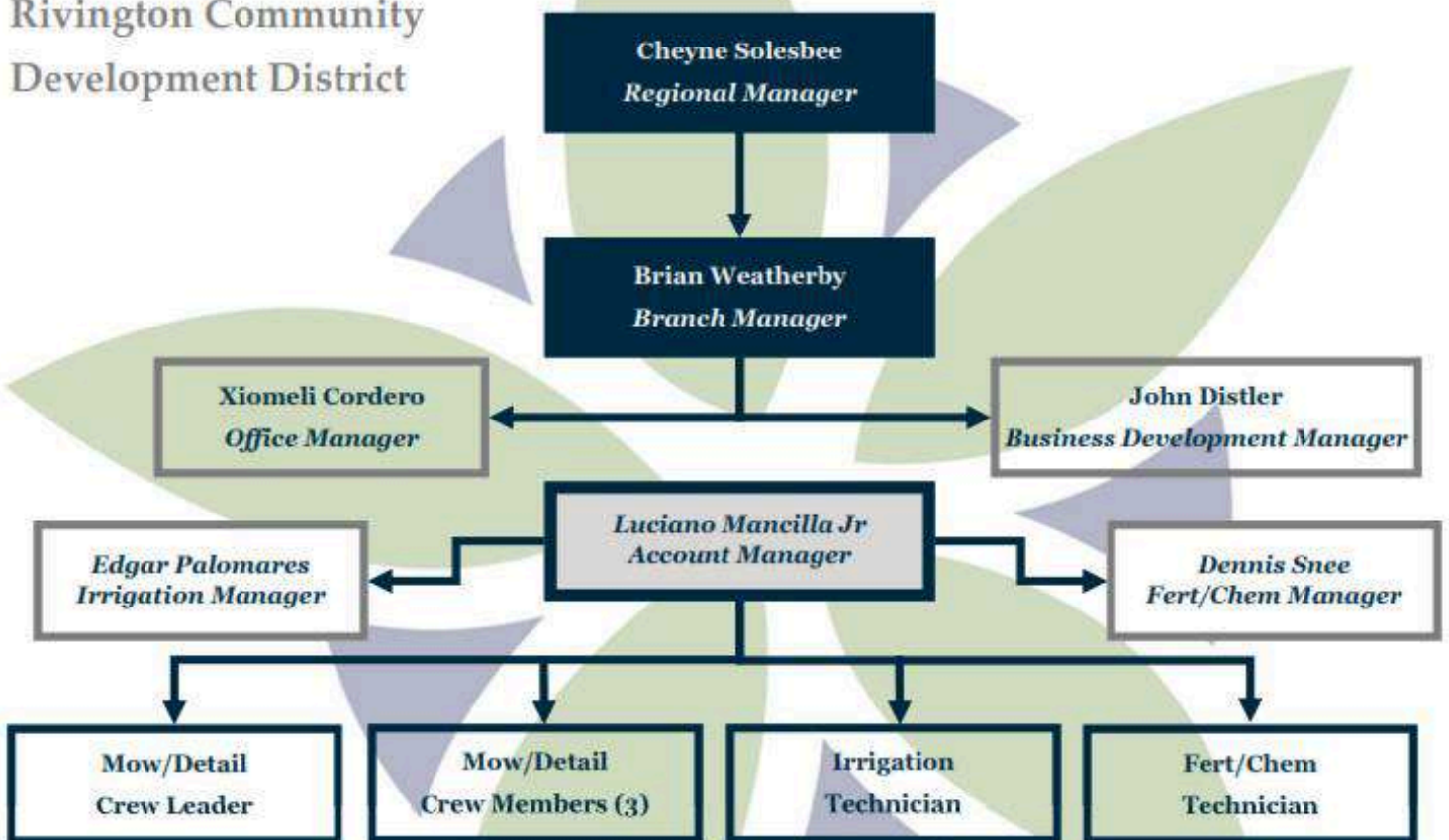
Blaine Peterson serves as Yellowstone Landscape's **Vice President of Business Development**, where he is responsible for the company's industry-leading sales team, a critical component of Yellowstone's superior growth and track record with customers. Blaine has been a part of the company since 2005, in ascending roles and responsibilities including Branch Manager and Business Development Manager, while founding the company's Jacksonville, Florida location. Blaine has a background in commercial real estate and holds a degree from Florida State College.

YOUR SERVICE TEAM

Our Leadership Team is committed to making Yellowstone Landscape the country's premier commercial landscape service company and to bringing that excellence to bear on behalf of our clients through industry-leading investments in safety, training, and information systems.

Your Local Yellowstone Landscape Professionals are led by:

Rivington Community Development District



Excellence
IN COMMERCIAL LANDSCAPING





July 17, 2025

Samantha Harvey, District Manager
 Inframark
 313 Campus Street
 Celebration, FL 34747

List of Community Development District Clients

Below is a list of our current CDD clients in the area with similar scope to the Rivington Community Development District. The scope for each property includes landscape maintenance, irrigation maintenance and repairs, fert/chem services, mulch application, annual flower change-outs. We also provide additional services such as landscape renderings and landscape installations:

- Bonnet Creek Resort CDD
- City Center CDD
- Dowden West CDD
- Hills of Minneola CDD
- Indigo West CDD
- Lake Ashton CDD
- Lake Lizzie CDD
- Narcoossee CDD
- Randal Park CDD
- Reunion East CDD
- Reunion West CDD
- Solterra CDD
- Stevens Plantation CDD
- Village Center CDD District 8
- Village Center CDD Various District Locations
- Westside CDD
- Seminole Palms CDD
- Palm Coast Park CDD
- Deer Run CDD



407.814.8400 tel

3676 Hogshead Rd
Apopka, FL 32703
www.yellowstonelandscape.com

July 17, 2025

Samantha Harvey, District Manager
Inframark
313 Campus Street
Celebration, FL 34747

Approach to Landscape Maintenance Services for Rivington Community Development District

Dear Board of Directors,

In the following document we will break down our landscape approach to services for Rivington Community Development District. We want you to understand how our crews work, who is responsible for what within our company, and how we will service the areas identified within the RFP. Yellowstone Landscape's extensive experience in production planning allows our teams to develop a program that will ensure that all tasks outlined in the RFP will be performed timely and consistently. All the tasks and teams will be managed by our account manager who will be your main point of contact within Yellowstone Landscape. This account manager will make sure outstanding quality and customer service are delivered.

1. Project Approach Breakdown
 - a. Mow/detail team – During the growing season, 4 mow and detail crew members will service the community 2 days per week. Crew size could vary to balance workload depending on the season. At the end of the day, we are a quality-based company and will always do what is right to create a successful partnership with your team.
 - i. Mowing (41-45x/year)
 1. Mowing, edging, string trimming, and blowing off all turf and hardscape areas.
 - a. 60" & 72" standing mowers will be utilized to perform mowing functions
 - b. String trimming of all signs, obstacles, and wherever mowers cannot access will be done on each visit when needed
 - c. Litter removal
 - ii. Detail/Pruning/Weed Control (12x/year)
 1. Hand-pruning and shearing
 2. Hand-pulling of weeds
 3. Non-selective weed control with Round-Up
 - a. All our account managers, crew leaders, and crew leads have spray licenses
 4. Blowing off property after trimming
 5. Litter removal
 - b. Fertilization & Pest Control Services (Turf- 5x/year, Shrubs- 3x/year)
 - i. All applications will be applied by a certified technician and monthly reports will be supplied after completion.

- ii. All turf, shrubs, trees, and palms will be treated during the months outlined in RFP scope of work.
 - iii. Turf and shrubs will be monitored for any disease or insect issues and will be treated accordingly
 - iv. An Integrated Pest Management program will be always followed.
- c. Irrigation System Maintenance (12x/year)
 - i. Locations will be inspected monthly by a trained irrigation professional.
 - ii. Inspections will include locating broken and damaged parts and valves, testing clocks, adjusting programs, adjusting pop-up and rotors for water coverage, and cutting around pop-ups that are restricted due to grass covering them
 - iii. Clients will be informed of all large irrigation breaks and repairs
- d. Account Manager
 - i. The manager will supervise and oversee all aspects of maintenance by our crew members.
 - ii. Main point of contact and will be available for regular meetings with the property manager.
 - iii. Will communicate any issues with the property and any scheduling conflicts.
 - 1. We are utilizing a tool called Site Audit which we can take pictures, make notes, and assign tasks to specific people within our company. It has been a highly effective tool and our customers are raving how much this improves communication and takes a pro-active approach.
 - 2. Account managers meet weekly with our branch manager to go over scheduling and adjustments that may be needed. We work together as a team to make sure our customers receive the best service and our crews stay on task.
 - iv. Will provide weekly checklist of maintenance activities completed.

Please let us know if you have any questions about our scope of services or landscape approach. We are very excited about the potential opportunity!

Sincerely,

John Distler
 Business Development Manager
 Yellowstone Landscape
jdistler@yellowstonelandscape.com

OUR STARTUP PLAN

This checklist is provided as an outline of the initial tasks that our Landscape Maintenance teams will perform as we begin serving your property. **Together, we will check off the tasks as they are completed over the first 30, 60, and 90 days** of service, as a way for you to measure our team's performance.

FIRST 30 DAYS

- ☐ Meet with Property Manager to review 30 – 60 – 90 Day Plan
- ☐ Discuss with Property Manager our “Approach to Services” and “Service Map”
- ☐ Complete an irrigation assessment of the entire system
- ☐ Present irrigation deficiencies with plan for corrections
- ☐ Begin maintenance – mowing, blowing and edging
- ☐ Spot treat weeds in turf areas to be reclaimed
- ☐ Discuss options for turf areas beyond reclamation
- ☐ Continue weed control in planting beds
- ☐ Apply fertilizer to struggling shrubs throughout the property
- ☐ Begin insect and disease program on all plant material
- ☐ Discuss removing severely declining plant material
- ☐ Prepare proposals for replacing missing and dead shrub material throughout property
- ☐ Perform first turf fertilizer application
- ☐ Walk Property with Property Manager to identify other areas of concern

DAYS 30-60

- ☐ Walk property with Property Manager to evaluate improvements
- ☐ Evaluate our “Approach to Services” and make any necessary adjustments
- ☐ Continue irrigation maintenance and inspections
- ☐ Continue routine maintenance – mowing, blowing and edging
- ☐ Continue bed separation in all planting beds
- ☐ Retreat turf weeds
- ☐ Continue weed control applications throughout property
- ☐ Monitor and treat insect and disease problems in plant material throughout property
- ☐ Discuss options to improve “curb appeal” in high profile areas



DAYS 60-90

- ☐ Walk property with Property Manager to evaluate improvements
- ☐ Assess results from actions taken in 30 day and 60 day plans
- ☐ Continue irrigation maintenance/inspections
- ☐ Continue turf weed applications as needed
- ☐ Continue weed control applications throughout property
- ☐ Monitor and treat insect and disease problems in plant material throughout property
- ☐ Continue routine maintenance – mowing, blowing and edging



SERVICE MAP - OVERVIEW

The image below depicts the boundaries of the various areas to be serviced in your landscape as understood for the purposes of developing this proposal.



Yellowstone Landscape

Rivington Community Development District

Property Address: 833 Terrapin Dr, DeBary, FL 32713, USA

& Customer Name: Inframark



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Page 1 of 1

DESIGN RENDERING CAPABILITIES

Need your landscape to look its best, but you're not quite sure where to get started?

Our Designers are specially trained, creative professionals. They're knowledgeable about all the latest concepts in landscape design and they're also familiar with your area's local plant materials. This ensures that what they select to plant will thrive once it's in the ground. And best of all, we offer Landscape Design as a complimentary service to current Landscape Maintenance clients when we install your landscape enhancement.

Villages of San Jose

Jacksonville, FL

July, 2022

Conceptual Rendering-Plants are depicted at mature stage



Existing



Potential



Villages of San Jose

Jacksonville, FL

July, 2022

Conceptual Rendering-Plants are depicted at mature stage



Existing



Potential

Villages of San Jose

Jacksonville, FL

July, 2022

Conceptual Rendering-Plants are depicted at mature stage



Potential



Pablo Cove

Jacksonville, FL

June, 2022

Conceptual Rendering-Plants are depicted at mature stage



Existing

Landscape Design Suggestions

- Blue Agave (BA)
- Foxtail Fern (FF)
- Yucca Rostrata (YR)
- Blue my Mind (BM)
- Agapanthus Midnight (AM)



Potential



March, 2022

The Conservatory

Palm Coast, FL

Conceptual Rendering-Plants are depicted at mature stage



Existing

Landscape Design Suggestions

- Seheflera Arboricola (SA)
- Annuals (AN)
- Liriope Muscari (LM)



Potential



Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Yellowstone Landscape, Inc.	
2 Business name/disregarded entity name, if different from above Yellowstone Landscape - Southeast, LLC	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 3235 North State Street	Requester's name and address (optional)
6 City, state, and ZIP code Bunnell, FL 32110	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
OR									
Employer identification number									
8	0	-	0	1	4	4	2	0	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Chris Roberts</i>	Date ► 2/10/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-DIV (dividends, including those from stocks or mutual funds)

• Form 1099-DIV (dividends, including those from stocks or mutual funds)

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

• Form 1099-S (proceeds from real estate transactions)

• Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding.



CERTIFICATE OF LIABILITY INSURANCE

Agenda Page 188MM/DD/YYYY)

4/1/2026

3/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:																					
INSURED 1472881 Yellowstone Landscape, Inc. and all Subsidiaries See Attached List 3235 N State Street P.O. Box 849 Bunnell FL 32110	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Safety National Casualty Corporation</td><td>15105</td></tr><tr><td>INSURER B:</td><td>ACE Property and Casualty Insurance Company</td><td>20699</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Safety National Casualty Corporation	15105	INSURER B:	ACE Property and Casualty Insurance Company	20699	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** 18701577 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide&Herbicide <input checked="" type="checkbox"/> SIR \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	GL6676218	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	CA6676217	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	N	N	XEUG72569647 004	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 SIR \$ 25,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	LDS4066360	4/1/2025	4/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION See Attachments

SAMPLE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Policy Forms

General Liability

1. CG 20 10 12 19 Additional Insured - Owners, Lessees or Contractors - Ongoing Operations
2. CG 20 37 12 19 Additional Insured - Owners, Lessees or Contractors - Completed Operations
3. CG 20 28 12 19 Additional Insured - Lessors of Leased Equipment
4. CG 20 07 12 19 Additional Insured - Engineers, Architects or Surveyors
5. CG 24 04 12 19 Waiver of Subrogation
6. CG 20 01 12 19 Primary and Non-Contributory Coverage
7. SNGL 047 0614 Earlier Notice of Cancellation Provided to Third Parties

LANDSCAPE MAINTENANCE

Your commercial landscape is a valuable investment and retaining that value ultimately comes down to excellent landscape maintenance.

The following is a summary of the proposed scope of services to be provided. It serves as an outline, detailing the Best Practices that our company has developed in order to ensure that we provide consistent landscape maintenance services to your property and meet all the contractual specifications of your landscape maintenance agreement.

MOWING

- Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance.
- Scheduled cuts missed due to inclement weather will be made up as soon as possible.
- Mower blades will be kept sharp at all times to prevent tearing of grass leaves.
- Turf growth regulators may be used to assist in maintaining a consistent and healthy appearance of the turf.
- Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
- Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor.

EDGING & TRIMMING

- Yellowstone Landscape will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
- Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris. All walks will be blown after edging to maintain a clean, well-groomed appearance.
- All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass. "Hard" edging, "soft" edging and string trimming will be performed in conjunction with turf mowing operations.
- Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.





DEBRIS REMOVAL

- Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
- Landscape debris generated on the property during landscape maintenance is the sole responsibility of Yellowstone Landscape, and will be removed no additional expense to the Client.

FERTILIZER

- Turf grass will be fertilized as appropriate in accordance with type using a premium turf fertilizer containing minor elements.
- Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions. All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.

INSECT, DISEASE, & WEED CONTROL

- Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of Yellowstone Landscape.
- All products will be applied as directed by the manufacturer's instructions and in accordance with all state and federal regulations.
- Yellowstone Landscape must possess and maintain an active certified Pest Control License issued through the local governing department responsible for issuing such licenses. Only trained applicators will apply agricultural chemicals.
- Access to a water source on the Client's property must be provided for use in spray applications.

SHRUBS

- All pruning and thinning will be performed to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
- Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
- Clippings are to be removed by Yellowstone Landscape following pruning.

TREE MAINTENANCE

- Canopies will be raised to a maximum height of 10 feet or a maximum 2-inch caliper limb size to maintain the appropriate form of the tree and the appropriate clearance for pedestrians.
- Palm Trees will have only brown or broken fronds removed at time of pruning.
- Yellowstone Landscape will maintain staking and guying of new trees. Re-staking of trees due to extreme weather is provided as a separate, billable service.

FERTILIZATION

- Shrubs and ground cover will be fertilized with a recommended analysis containing a balanced minor nutrient package with a minimum 50% slow-release Nitrogen source product. Fertilization typically occurs in spring and fall, according to environmental conditions.
- Ornamental and Shade Trees will be fertilized utilizing a balanced tree fertilizer at recommended rates according to size.
- Palm Trees will be fertilized utilizing a balanced palm tree fertilizer at recommended rates according to size.

INSECT, DISEASE, & WEED CONTROL

- Plants will be treated chemically as needed to effectively control insect infestation and disease as environmental and horticultural conditions permit. In extraordinary cases where disease or pests resist standard chemical treatments, Yellowstone Landscape will offer suggestions regarding the best course of action.
- Open ground in plant beds will be treated by manual or chemical means to control weed pressure as environmental, horticultural, and weather conditions permit.
- Yellowstone Landscape will maintain a log listing all applications and will have MSDS sheets available for each product used on the Client's property.
- The Client must provide access to a suitable water source on their property for use by Yellowstone Landscape in spray applications



EDGING & TRIMMING

- Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
- “Weedeating” type edging will not be used around trees.

IRRIGATION SYSTEM SPECIFICATIONS

- Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.
- Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
- Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
- Yellowstone Landscape will promptly inform the client of any system malfunction or deficiencies.
- Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client’s approval and billed accordingly.
- Any damage caused by Yellowstone Landscape personnel shall be repaired promptly at no cost to the Client.

ANNUAL FLOWERS

- Annual flower beds will be serviced to remove flowers that are fading or dead (“deadheading”) to prolong blooming time and to improve the general appearance of the plant.
- All soils are to be roto-tilled after removing and prior to installing new flowers.
- “Flower Saver Plus®” (or comparable product) containing beneficial soil micro-organisms and rich organic soil nutrients, will be incorporated in the annual flower planting soil at the time of each flower change.
- Supplemental top-dressing with a controlled-release fertilizer and/or soluble liquid fertilizer will be applied to enhance flowering and plant vigor.

- Yellowstone Landscape will provide extra services, special services and/or landscape enhancements over and above the specifications of landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the Client.
- Property inspections will be conducted regularly by an authorized Yellowstone Landscape representative. Yellowstone Landscape will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
- Yellowstone Landscape will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.





- Yellowstone Landscape will provide all labor, transportation and supervision necessary to perform the work described herein.
- Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.
- Yellowstone Landscape service vehicles will be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- All Yellowstone Landscape vehicles must operate in a safe and courteous manner while on the Client's property. Pedestrians have the right-of-way and service vehicles are expected to yield.
- All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- Tools and equipment must be properly suited for their purpose and used in a safe manner, utilizing the appropriate safety gear at all times.



Safety Program

Yellowstone Landscape is committed to providing a safe, healthy environment free from recognized hazards for all of our employees, clients, vendors and other visitors. We recognize that safety must start at the top and must involve **ALL** of our employees, whether on company property, on the road, or on the job site. This is the only way to help prevent accidents that can result in painful injuries, permanent disabilities or even death.

As part of our commitment to safety excellence, Yellowstone Landscape has implemented a comprehensive safety program. We regularly discuss safety issues with our employees, provide safety awareness training, and conduct hazard audits of our own operations. Our Executive Vice President leads an active Safety Team that develops safety responsibilities, safety rules and procedures that must be followed. Adherence to these rules is an absolute requirement of employment at Yellowstone Landscape.

Our company promptly and thoroughly investigates all accidents, on-the-job injuries or illnesses, and “near-miss” to their supervisor as soon as possible. We also require a prompt reporting of hazards and potential hazards and encourage employees to share their safety suggestions and concerns with us in order to ensure a safe workplace for everyone.

Safety – It’s Everyone’s Responsibility

Yellowstone Landscape understands that safety is everyone’s responsibility. That’s why **ALL** employees are involved in the safety program, including: Leadership Team, Field Management, Crew Leaders and Administrative Employees.

Leadership Team

Management’s most important safety responsibility is to lead by example and set the tone for a safe working environment throughout our company. Management’s responsibilities also include:

- Making a full commitment to safety that starts at the top.
- Communicating our company’s commitment to safety in a way that encourages all to share this commitment.
- Establishing safety policies and procedures and ensuring that they are implemented.
- Ensuring that all company safety rules are strictly enforced.
- Provide support for our safety program.
- Ensuring that supervisors are properly trained and held accountable for their safety responsibilities.
- Ensuring that all employees are trained in a language and manner that they understand.
- Complying with OSHA and other regulatory requirements.
- Encouraging all employees to “think safety” at all times and apply it daily to their own individual positions.
- Taking prompt corrective action on hazards and potential hazards and empowering others to take action.
- Initiating prompt accident investigation, documentation and follow-up, including follow-up on “near miss” incidents.



Safety Program

- Regularly reviewing all accidents, on-the-job injuries or illnesses, and near miss incidents with supervisors and other employees.
- Regularly evaluating the effectiveness of our safety program and making changes when needed.
- Promoting our company as a safe company to customers and the public.

Field Management

Our supervisors are a critical link between management and our non-supervisory employees. Our supervisors' safety responsibilities include:

- Supporting and communicating our company's commitment to safety.
- Reviewing and understanding company safety policies and procedures.
- Enforcing all safety rules in a fair, consistent manner.
- Providing appropriate safety training to employees in a language that they understand *before* they begin their duties.
- Ensuring that employees are properly trained and certified *before* operating vehicles or equipment
- Documenting (in writing) attendance at all safety meetings.
- Regularly inspecting vehicles, equipment and job sites to identify potential unsafe conditions and work practices.
- Ensuring that workers use appropriate Personal Protective Equipment (PPE) as required.
- Promptly investigating and recording all accidents, on-the-job injuries or illnesses, near misses, and reports of hazards.
- Ensuring that all injuries receive prompt and appropriate medical attention.
- Documenting (in writing) all disciplinary actions taken against employees who violate safety rules.
- Ensuring that tools, equipment, vehicles, facilities and job-site work areas are safely secured during non-use periods.

Crew Leaders

Our crew leaders are responsible for ensuring that their crews operate safely by:

- Understanding company safety policies and procedures.
- Regularly inspecting vehicles, equipment and job sites to identify potential unsafe conditions and work practices.
- Ensuring that workers use appropriate Personal Protective Equipment (PPE) as required.
- Ensuring that tools, equipment, vehicles, facilities and job-site work areas are safely secured during non-use periods.
- Promptly reporting any accidents, on-the-job injuries or illnesses, or near miss incidents.



Safety Program

All Employees

All employees are responsible for:

- Complying with all company safety rules and policies.
- Working safely at all times and encouraging coworkers to do the same.
- Always using Personal Protective Equipment (PPE) as required.
- Promptly reporting any hazards or potential hazards to their supervisor or another manager.
- Promptly reporting any accidents, on-the-job injuries or illnesses, or near miss incidents.
- Participating in safety training sessions and safety meetings.
- Complying with all hazard warning signs.
- Keeping safety guards and shields in place and not operating equipment if safety devices have been removed or disabled.
- Conducting pre-trip and post-trip vehicle/equipment inspections.
- Maintaining vehicles and equipment in good working condition.
- Operating vehicles and equipment in a safe manner - and only after being properly trained.
- Practicing good housekeeping to reduce the risk of injury to others.
- Making suggestions to management about how we can be safer.

Teams – Risk Control & District Safety Task Force

Yellowstone Landscape has two main teams that oversee and ensure all safety policy and rules are abided by, and include:

Yellowstone Landscape Risk Control Team

Will meet one time per quarter and more often as needed. This team will review the company's overall risk control components including safety statistics and incidents, fleet and facilities initiatives, and disaster recovery plans. The risk control team will be responsible for driving forward initiatives as mandated by management and the corporate insurance companies as well as making recommendations for additional training and safety resources.

Local Safety Task Force

Will meet at least one time per month. This task force will review the local area's risk control initiatives and safety records. This task force will also prepare risk control recommendations for the quarterly Risk Control Team meetings. The Local Risk Control Liaison will be responsible for ensuring that the other components of risk control such as disaster recovery planning, subcontractor insurance agreements, and fleet and facilities requirements are followed through in the local area as well as communicating local recommendations to the Risk Control Team.



Safety Program

General Safety Rules

We are committed to maintaining a safe working environment and to reducing the risk of injury to our employees, customers, subcontractors, and the general public. In an effort to do that, Yellowstone Landscape has established the following safety rules, which all employees must follow. This list of rules is provided for convenience and is not intended to cover all aspects of safety conduct and behavior. Disregard for our company's safety rules is grounds for disciplinary action, including possible termination. If you are injured while working, notify your crew leader or other supervisor. He/she will see to it that you receive proper first aid and medical attention. Your supervisor will ensure that records are kept. **All injuries**, no matter how minor, must be reported so that they do not become more complicated or infected. All employees must abide by the following requirements:

Before Starting a Job

- Inspect work areas, equipment, and job sites for hazards before starting your work each day. Immediately report any unsafe conditions to your supervisor so that corrections can be made before you start work.
- Understand when hand signals are required. Make sure you thoroughly understand the signals before beginning a job. When in doubt, ask. Only one person at a time can give hand signals, and that person must be in a position to have a clear, unobstructed view.
- Do not work underneath or over others without first notifying them and seeing that the proper safeguards are in place.

Dress

- When appropriate, dress according to our job standards. If you are working in the field, this includes: long pants and long-sleeved shirts; socks; boots or shoes (depending on the activity) with sturdy, nonslip soles (steel-toed boots for landscape construction and specified maintenance work); chemical-protection clothing and footwear when handling chemicals; and a hat for sun protection during the hot summer months. Tennis shoes, sandals, and other lightweight shoes are not allowed at any time.
- Do not wear jewelry, drawstrings, or loose or frayed clothing when operating or working near powered machinery or equipment.
- Know that hard hats must be worn around all building construction and wherever a potential overhead hazard exists.
- Wear a safety vest at all times.

General

- Think safety at all times. Do not distract coworkers or engage in roughhousing, horseplay, fights, or similar activities that increase the chances of an accident.
- Do not take shortcuts and do not run.
- Do not allow children on job sites.



Safety Program

- Always use the Personal Protective Equipment (PPE) - safety glasses, goggles, earplugs, gloves, hard hats, etc. - that has been assigned for the particular task. If your Personal Protective Equipment (PPE) does not fit properly, immediately tell your supervisor so that it can be replaced.
- Immediately report all accidents, on-the-job injuries or illnesses, and near miss incidents to your supervisor or another manager. Know the location of first-aid kits and who and how to call for emergency medical help.
- Always use appropriate fall protection if not working at ground level.
- Ensure that all loads are covered with a tarp and secured, and that the truck can handle the weight of the load.
- Report wet conditions on hills or other slopes to your supervisor for an evaluation before mowing.
- Tobacco use is not permitted on company property, in company vehicles, or on company job sites at any time.
- Only use chemicals if you have been properly trained in their use. Store chemicals in their original container and in their proper locked location. Do not eat, drink, or smoke when handling chemicals or when working in areas where chemicals are stored.
- Know that our company has a drug and alcohol-free workplace policy.
- Do not bring weapons of any kind onto our property, into company vehicles, or onto job sites.
- Lift correctly to avoid sprains, strains, and back injuries. Always lift within your limits and never lift or move an object that weighs 50 pounds or more by yourself. Seek assistance from a coworker for heavy loads. You also must comply with our company's stretching program standards.
- Practice good housekeeping at all times. Keep your work area and job sites free of objects and debris that could be tripping hazards. Do not allow oil, water, or other substances to remain on floors so they become slip hazards. Return all tools and equipment to their proper location at the end of the day.
- Follow our company's procedures in the event of an emergency. Become familiar with the location of fire extinguishers, emergency exits, and so on. Know how to call for outside emergency help. Do not block exits, fire doors, fire extinguishers, gas meters, or electrical panels at any time.

Equipment

- Only operate vehicles and equipment after you have been trained. Use seat belts whenever available. When you are on equipment (such as a zero-turn mower) with a roll bar that is in the folded down position. If you must fold down a roll bar, return it to its upright and locked position as soon as possible.
- Do not remove or disable guards, shields, or other safety devices unless you have been authorized to do so. Never bypass a safety device.
- Promptly report any missing or damaged safety devices to your supervisor. Do not operate equipment with missing or defective safety devices until they have been replaced.



Safety Program

- Only repair equipment if you are authorized to repair it. Ensure that our company's written lockout/tag out procedures are followed before any cleaning, adjustments, or repairs begin.
- Personal use of company vehicles or equipment is not permitted.
- Never ride or let a passenger ride in the bed of a truck, in the bucket of a skid-steer loader, or on the forks of a lift truck.
- Do not allow passengers on any equipment and do not allow unauthorized persons (non-company employees, relatives, friends, etc.) to operate company vehicles or equipment.
- Turn off vehicles and equipment when they are not in use. Take the keys with you. Do not leave equipment unattended.
- Never stand between two pieces of equipment or under any hoisted equipment or material.
- Do not use a cell phone when operating vehicles or equipment unless it is an emergency and you cannot safely stop to call for emergency help. Also, do not engage in other unsafe activities (such as taking notes, reading maps, etc.) when operating vehicles or equipment.
- Use cones, barricades, and other warning devices provided when working in traffic areas. Do not park vehicles or equipment where they are likely to be struck by other vehicles or equipment.



Safety Training Protocols

Onboarding – At the time of onboarding the employee is required to read the safety guide to become familiar with our safety policies and protocols which includes proper use of equipment, general safety rules and disciplinary actions regarding safety violations. Upon completion the employee is required to complete a safety quiz to determine comprehension of the information. Any questions answered incorrectly are then discussed with the employee to better explain and educate them on the safety requirements. PPE is given to each new employee and their proper use covered.

Equipment Training and Competency – Before an employee is given a piece of equipment to operate, they are assessed by their immediate supervisor or the shop manager as to their level of competency. If they do not show the level of competency required to operate the equipment, they are then trained on the operation and safety features of the equipment. No employee is allowed to operate equipment if they do not display full competency.

Weekly Safety Training – Branches are required to hold a weekly tailgate safety talk. Meetings are to be scheduled in advance and topics approved by the Branch Manager. Branches are also allowed to hold bi-weekly meetings on two topics per training with the approval of the Field Support Office Safety Team. A total of four topics per month are required. Mandatory topics are rolled out monthly for the upcoming month's trainings. Content is provided in both English and Spanish. Documentation of each safety training is uploaded into our cloud files.

Monthly Safety Training - Branches are required to hold a monthly safety meeting for all management level personnel including mechanics. Safety reports pertinent to incidents for the month and covering DART and TRIR are provided. Management and crew trainings for the upcoming month are rolled out during these meetings.


Semi-Annually or Annually – Safety Rodeos are held at each branch every 6-12 months. Equipment use and safety features, first aid, PPE use, truck and trailer safety, Defensive Parking, and chemical safety are some of the required topics. Branches also provide additional training on areas pertinent to their branch operations.

Follow Up Training – In the case of an incident the branch is required to share the incident with the crews and cover what happened and how it could have been prevented. Employees are reminded of our PPE requirements and retrained on the topic relative to the incident.

SAMPLE FERILIZATION AND PEST REPORT

The images depicts our fertilization and pest reports following each visit. The one on the left is a report for a turf application and the one on the right is a report following a tree/shrub application.

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YELLOWSTONE

LANDSCAPES

Property Report

Service performed: Trim Tree/Shrub: _____
 Date: 3/8/22
 Property: Beacon Lakes
 Designer: Toshua Weaver
 Type of Service: Regular CRI: _____

Products Applied

Fertilizer		
Type	Rate	Total Usage
24-0-4	16lb/100sqft	20 bags

Insect Control		
Type	Rate	Total Usage

Weed Control		
Type	Rate	Total Usage
atrazine	3.2oz/sq ft	8 in
Monsanto	2.5oz/sq ft	2625oz
Three Way	60oz/sq ft	120oz

Fungus Control		
Type	Rate	Total Usage

Notes: Finished the beech bark spray

Not sprayed for scab/dieback needed

Applications will need to be done in

Yellowstone Landscapes 3605 Alameda, Jackson, WY 83207

PHONE: 307.233.6225 FAX: 307.233.2507

[illegible]

Program start time

Days running

Zone number

S=Spray
R=Rotor
MPR=MPR
nozzle
B=Bubble
D=Drip

None of these are changed extra for – heads/nozzles adjusted – small dogs that can be cleared w/o replacement – heads straightened – OK is marked when the zone doesn't need anything on this inspect – Quantities represent how many were done in each zone

Yellowstone Irrigation Inspection

Water Source

Block Type

Rain/Sensor Switch

How long zone is currently running

What program this zone is currently running on

What is broken in what zone and quantity needed

– Valve failure means wire issue, bad solenoid, bad decoder, etc. and zone is not turning on – Proposal will show "locate and diagnose" for these and additional proposal will follow after diagnostic completed

Yellowstone Irrigation Inspection

Water Source

Block Type

Rain/Sensor Switch

How long zone is currently running

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Yellowstone Irrigation Inspection

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What is broken in what zone and quantity needed

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References

At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.

Project Name: Reunion East and Reunion West CDDs
 Client Since: 2008
 Services Provided: Landscape Design & Installation, Landscape Maintenance
 Client Contact Information: Alan Scheerer, *Field Operations Manager*
 407.398.2890
ascheerer@gmscfl.com

Project Name: Dowden West CDD
 Client Since: 2019
 Services Provided: Landscape Design & Installation, Landscape Maintenance
 Client Contact Information: Alan Scheerer, *Field Operations Manager*
 407.398.2890
ascheerer@gmscfl.com

Project Name: Narcoossee CDD
 Client Since: 2023
 Services Provided: Landscape Design & Installation, Landscape Maintenance
 Client Contact Information: Alan Scheerer, *Field Operations Manager*
 407.398.2890
ascheerer@gmscfl.com

References

Project Name: Westside CDD
Client Since: 2015
Services Provided: Landscape Maintenance, Landscape Design & Installation
Client Contact Information: **Thomas Santos, Project Manager**
813.502.0585
tsantos@gmscfl.com

Project Name: Stevens Plantation CDD
Client Since: 2015
Services Provided: Landscape Design & Installation, Landscape Maintenance
Client Contact Information: **Michael Perez, Area Field Manager**
313 Campus Street, Celebration, FL 34747
656.209.7919
michael.perez@inframark.com

Project Name: Hills of Minneola CDD
Client Since: 2022
Services Provided: Common Area Mowing, Detailing, Fertilization, and Irrigation
Client Contact Information: **Mark Hills, Property Manager**
811 Mabbette Street, Kissimmee, FL 34741
407.847.2280
info@myhoasolution.com

Rivington Community Development District

**Official Proposal Form for
Solicitation of Proposals for Landscape and Irrigation Maintenance Services**

Name of Proposer: Yellowstone Landscape

In accordance with the solicitation of proposals issued by the Rivington Community Development District the undersigned proposes to provide all work necessary to perform the scope of services as described in the Project Manual.

Proposer submits that it can perform the work described above summarized as follows and as more specifically described in Proposer's proposal:

1. Turf Maintenance	\$ <u>150,000.00</u>
2. Shrub And Groundcover Maintenance	\$ <u>18,400.00</u>
3. Tree Maintenance	\$ <u>5,264.00</u>
4. General Site Maintenance: Trash And Debris Disposal	\$ <u>8,000.00</u>
5. Irrigation System	\$ <u>10,336.00</u>

Total Yearly Cost for the first year of the above items	\$ <u>192,000.00</u>
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6. Annuals Maintenance/Installation	\$ <u>2.05 per plant</u>
7. Mulching for Tree and Shrub/Groundcover Bed Areas	\$ <u>12,000.00</u>

Estimate of total cubic yards proposed to service the property: 200 yards

Cost of Mulch Per Cubic Yard \$ 60.00

Irrigation Hourly Rate for items not included in the Scope of Services: \$ 75.00

Proposer, thoroughly reviewed all components of the Project Manual and has a thorough understanding of the work required, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if Proposer's proposal is accepted, to enter into the Proposed Agreement with the District.

Name of Authorized Signatory of Proposer: John Distler

Title of Authorized Signatory of Proposer: Business Development Manager

Signature of Authorized Signatory of Proposer: _____



YOUR SERVICE CALENDAR

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

SERVICE	
Mowing Service	41-45
Detailing/Pruning	12
Irrigation Inspections	12
IPM - Fertilization & Pest Control - Turf	5
IPM - Fertilization & Pest Control - Landscape Beds	3

**Affidavit for
Public Entity Crimes, Scrutinized Companies, E-Verify, and Non-Collusion**

*[Solicitation of Proposals for Landscape and Irrigation Maintenance Services]
Rivington Community Development District*

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS.

Name of Proposer: Yellowstone Landscape- Southeast LLC

I am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I state that:

Public Entity Crimes

1. I understand that a "person" or "affiliate" who has been placed on the "convicted vendor list" following a "conviction" for a "public entity crime" (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, would render us ineligible to submit a proposal for this project.
2. Neither I, nor any person or affiliates with my firm, nor my firm has been placed on the convicted vendor list following a conviction for a public entity crime that would render us ineligible to submit a proposal for this project.

Scrutinized Companies

3. I understand that, pursuant to Section 287.135(2)(a), Florida Statutes, we would be ineligible to submit a proposal for this project if we are company that is on the "Scrutinized Companies that Boycott Israel List" (created pursuant to Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel.
4. Neither I nor my firm are on the "Scrutinized Companies that Boycott Israel List" nor are we engaged in a boycott of Israel.

E-Verify

5. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida's E-Verify law in order to enter into an agreement with a public employer.
6. Our firm is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
7. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
8. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
9. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
10. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.


Non-Collusion

11. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.

4922-0733-5976, v. 1

12. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
13. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher than the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
14. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
15. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the Rivington Community Development District for which our proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this work.

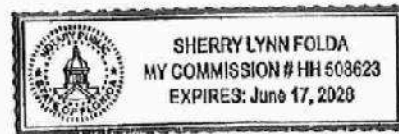


 Signature of Authorized Signatory of Proposer

Sworn before me on this 15th day of July, 2025

Sherry Lynn Folda

 Notary Public Signature



 Notary Stamp



Excellence
IN COMMERCIAL LANDSCAPING

THANK YOU FOR YOUR TRUST

We look forward to working with you!

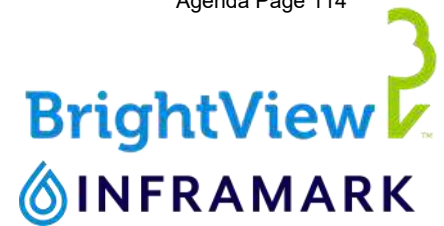
YELLOWSTONELANDSCAPE.COM

A Brighter Outlook for your Landscape Services



Prepared for:

Rivington CDD
Landscape RFP 2025



CDD Representative: Samantha Harvey, District Manager
313 Campus Street, Celebration, FL 34747

Dear Rivington Representatives and Board of Directors:

I would like to thank you for allowing BrightView to present this Full Landscape Proposal for the Rivington CDD:

At BrightView, we believe your landscape is a strategic asset that can strengthen your brand and send the right message to all Residents and Visitors. A well-maintained landscape makes an **optimal first impression** and serves as an important tool in meeting your objectives.

The enclosed proposal was developed based on the RFP previously provided and will demonstrate how our experienced and skilled team will achieve your landscape goals and keep your property looking at its best all year round.

- ◆ **Proactive Approach, Best Management Practices, Resort Lifestyle Community**
- ◆ **Constant weed control, flower bed maintenance and hedge trimming**
- ◆ **Proper turf and fertilizer treatment**
- ◆ **Proactive palm and hardwood trimming/fertilizing**
- ◆ **Continuous communication between you and our service team to ensure any declining plant materials get treated properly and dead plant materials gets addressed and replaced**

Improve Your Operating Budget

BrightView is a strategic partner who provides proactive solutions that enhance **operational savings**, year-round aesthetics, and drives value, aiding in achieving your business goals. We collaborate with you to **optimize your landscape dollars** using our established production processes, sound horticultural practices, and creative solutions that minimize operating costs over the long-term. You will benefit from clear budgets - with no surprises - as we continually manage both fixed and variable costs allowing you to anticipate and allocate your budget dollars.

I will follow up with you to address any questions that you may have on our services.

Sincerely,

Michael K. Trinidad

Business Developer Executive
Brightview Landscape Services

Why Pick BrightView as your Next Landscape Service Partner ?

BrightView Check All the Boxes



- More than 30 years servicing the Central Florida area:
450 employees and 3 service branches working together to support your community
[*Big Enough to Serve You, Small Enough to Know You*](#)
- Full Service/ One Stop Shop, All services done in-house, one point of contact
- Horticulturist and Certified Arborist on staff
- Safe Workplace is very important, All employees are E-verified, drug tested, fully uniformed and fully trained
- Low employee turnover percentage
- Client Partnership Plan, we offered the best tools and technology to help our team succeed:
 - QSA—Quality Site Assessment—30,60 and 90 day initial start up reports
 - HOA Connect
 - Arbor Note—Tree Assessment
- Transparency, Communication is Key:
 - Irrigation Reports
 - Technical Horticulture Reports
 - Color coded maps
- We understand expectations: No short cuts, we bid according to the Scope of work/RFP
- Local Presence
- Long Lasting Partnerships



A Successful Start to Create Long Lasting Partnerships



Maintenance Transition Plan

The transition or “Ramp-up” plan is an important element anytime we take over a large project. From past experience, we have learned that preparation is vital to ensure a smooth transition. Since BrightView will be transferring the majority of the staff from existing projects, we feel there will be a minimum amount of time required to train our work crews on proper landscape maintenance techniques. Our entire team of employees (managers, foremen, work crews and support staff) all play an important part in the transition process and will be updated and involved throughout this period.

If awarded the contract, BrightView Landscape Maintenance proposes the following weekly schedule for the transition plan to be completed BEFORE and AFTER we begin service at NO additional charge:

4

WEEKS BEFORE
SERVICE START

- Identify key personnel that will be transferred and assigned to project
- Order any necessary equipment
- Begin preparing maintenance schedules for entire site
- Prepare and sign all documentation for contract
- Exchange contact information with the Community
- Evaluate all components and layouts of irrigation systems
- Conduct environmental audit on maintenance facility
- Contact site representative and update on progress

3

WEEKS BEFORE
SERVICE START

- Hire any additional necessary employees
- Prepare laminated maps of all areas for all personnel
- Begin inspection and testing of irrigation systems
- Contact site representative and update on progress

2

WEEKS BEFORE
SERVICE START

- Train all employees and educate all employees about the Community
- Provide the Community with the final work schedule
- Work with Plant Health Care Department to identify any problems
- Submit irrigation system findings and recommendation to the Community
- Meet with current contractor to identify any key issues to ensure a smooth transition
- Meet with Community representative and update on progress

1

WEEK BEFORE
SERVICE START

- Tour entire site with all employees that will be involved in project
- Assemble and prepare all required equipment
- Final update to Community Representative
- Tour with Community representative to discuss the following:
 - » *Trimming style desired by site*
 - » *Implementation of Water Management Program*
 - » *Monthly Rotational Maintenance Plan*
 - » *Schedule and implementation of comprehensive Fertilization Program*
- Any additional findings or requests from the site
- Final update to Community representatives





Upon award the BrightView Team will bring in the required Support Team Members to start and complete the Site Safety Evaluation, Complete Irrigation Evaluation, Complete Agronomics Site Evaluation, Complete Customer Service Structure, etc.

1

WEEK AFTER
SERVICE START

- Tour entire site with site supervisor teams that are involved in project
- Tour with site representative to discuss the following
 - » *Site schedule*
 - » *Monthly Rotational Maintenance Plan*
 - » *Review Schedule and implementation of comprehensive Fertilization Program*
- W/O request system from the site
- Bring additional support team members to start the site evaluation, irrigation, arbor, safety, etc.
- Update to site representatives

2

WEEKS AFTER
SERVICE START

- Review the Area Manager and crew make up
- Review our new employees' understandings of the site and schedule
- Evaluate the progress of reviewing all components and layout of irrigation system, safety review, agronomic program
- Contact site representative and update on progress

30DAYS AFTER SERVICE
START

- Review progress on Irrigation Mapping
- Review progress on complete Irrigation system and components
- Review progress on shrub bed weed control per area
- Review progress on site Safety Inspection
- Review with the Landscape Committee our designated 4 areas of supervision and service, Communication with the Community using the BrightView HOA Connect tool
- Review progress on complete Arbor report

60DAYS AFTER SERVICE
START

- Review customer service representative set-up
- Review Data gathered in the BrightView HOA Connect Tool
- Review Branch Manager and Account Managers Communications with Community
- Review progress in each Account Manager area regarding weeds, shrub care, immediate agronomics needs per area

90DAYS AFTER SERVICE
START

- Review Irrigation Reports and Mapping with Committee and Board
- Review complete Safety Report with Committee and Board
- Review complete Arbor Report with Committee and Board
- Review the Customer Care Representative set-up and BrightView HOA Connect tool to be sure we are meeting Community expectations

Throughout this undertaking we will involve the current site managers, the landscape committee and anyone on the client's Team that will be a valuable part of the Communication required to have a successful first 90 days.

We anticipate monthly meetings with the developer representative, the landscape committee, property management representation and administration team members to be sure we start off right, the community understands the progress and the process is Communicated to all.

Through our on-site inspections, property reviews and conversations with you and your team, together we will construct service, communication and action plans best suited for the community.

Seamless Transitions Create Successful Partnerships

Success depends on a seamless transition, this sets the tone for the entire relationship and acts as a foundation for successful engagement. An ideal transition is smooth, cost effective and transparent.

At our initial kick-off meeting, we will confirm communication protocols, review the contract and scope of work along with a timeline on completion of key site initiatives. Moreover, we review our safety protocols, our QSA process and scheduling, and discuss pre-approval thresholds on emergency spending.

30

- Monthly Review: Client, Account Manager, Branch Manager and Business Developer
- Review agreed upon first month expectations, progress on key initiatives, and lessons learned
- Implement course corrections as may be needed
- Perform site QSA with client
- Confirm site maintenance plan (key site initiatives) for next 30 days

60

- Monthly Review: Client, Account Manager, Branch Manager and Business Developer
- Confirm scope alignment & expectations are being exceeded
- Review details on QSA and any carryover items
- Check progress and/or completion of key site initiatives
- Client Survey touch point

90

- Business Review: Client, Account Manager, Branch Manager and Business Developer
- Review *90-Day Follow-up Partnership Transition Guide*
- Review details on QSA and any carryover items
- Check progress and/or completion of key site initiatives

The Right Team On the Ground



Organizational Structure & Staffing Model

We spent a great deal of time and effort to inspect, walk and measure the entirety of Rivington CDD. Over the past week we have developed an operational plan for a weekly presence on the community, designed to merge efficiency with your expectations and the needs of the site.

Mow Crew

This crew will move through the site to complete all mowing operations. If additional help is needed due to inclement weather or events Friday and/or Saturday will be utilized to complete operations with additional crews as needed.

Detail & Pruning Crew

This crew will have a weekly schedule as noted in the Detail Schedule map. Their duties will include ornamental, shrub and tree care along with site policing, weed removal, and leaf removal.

Account Manager

Owner of **Rivington CDD** relationship and primary point of contact. He will be responsible for scheduling and managing all operational activities, QSA's, communication with the **Rivington CDD** staff and leadership. The Account Manager creates company mandated Quality Site Assessment or QSA for your site on a bi-monthly basis. This will serve as a snapshot of the conditions on site and a management tool that helps both parties visually understand areas of concern or needs that can be tailored to be area specific.

Operations Manager

This team member will be on site daily and the right hand of the Account Manager. This person will provide leadership and supervision to the field crews above along with directing daily operational movement to cover specific work orders communicated to us by **Rivington CDD** team and the Account Manager.

Ancillary Services:

There are several teams external to the **Rivington CDD** on site team that will handle a portion of the work load specific to their expertise. Tree Care outside of ground clearance will be handled by Tree Care Crews as scheduled. Seasonal color bed consultation, design, installation, and maintenance will be handled by our Seasonal Color Department.

Chemical applications for fertilization, insects, and specific weed control products will be handled by Spray Technician who use specialized equipment to move through the site in a more efficient manner. Improvements to the landscape that involve light construction will be performed by a separate team skilled in the area of landscape installation.

A Safe Workplace & Community is Our Priority

Your Dedicated BrightView Crew - will always be in full uniform – company shirt, pants, belt, hat and work boots. This not only presents a professional look to our team, it also brings positive comments from onsite security and employees who can instantly recognize our team members.



Safety is our top priority at BrightView and we are committed to keeping our people safe every day across our business. As an organization committed to constant improvement, we actively work to continue developing a best-in-class Safety Management System that results in zero injuries to our team members. We take pride in conducting our business operations in a manner that helps to ensure the safety and well-being of our team members, customers, and the properties in which we operate.

We believe in the following principles:

Safety is our top priority

Appropriate PPE must be worn

Follow-up, report, and learn from incidents

Everyone is responsible for each other

Training is the first step to safe behavior

You are the key to making a difference

Trucks are always equipped with cones that are placed around the truck and trailer at all times. We also demonstrate this commitment to safety through a continuing program of education and training, accident prevention, reporting, investigation and analysis, and the development of positive attitudes about safety and awareness about safety by all employees.

Branch Contact Sheet

Sanford Branch | 701 Codisco Way | Sanford, Florida 32771

Kit Buckenroth – Your Account Manager is your central point of contact and is responsible for customer satisfaction and maximizing the curb appeal of your property. As you can see below, our account managers receive a lot of support. This structure allows our focus on what matters most to you.

Scott Sikora <i>Branch Manager</i>	Mobile: 321-303-0620 Scott.sikora@brightview.com	Manages all branch operations. All account managers and service technicians report directly to branch manager.
David Moss <i>Associate Branch Manager</i>	Mobile: 407-664-9020 David.Moss@brightview.com	Manages all branch operations. All account managers and service technicians report directly to branch manager.
Kit Buckenroth <i>Account Manager</i>	Mobile: 407-864-9860 Kit.Buckenroth@brightview.com	Serves as your central point of contact who works the production team managing all grounds maintenance activities for your property.
Amanda Ramos <i>Branch Administrator</i>	Mobile: 407-885-8123 Amanda.Ramos@brightview.com	Manages invoicing to our customers. This person works with all personnel to assure timely and accurate invoicing occurs.
Kelsie White <i>Branch Safety Leader</i>	Mobile: 407-885-8176 Kelsie.White@brightview.com	Provides branch teams with safety training and support to ensure a safe environment for our customers and our team members.

Regional Team – The regional team provides training, guidance and support for each branch. They also ensure consistency in operations from branch to branch. This level of management provides the necessary checks and balances to increase awareness and promote accountability.

Darren McDonough <i>Regional Vice President</i>	Mobile: 954-258-3108 Darren.McDonough@brightview.com	Develop and manage strategies, programs and KPI's to ensure regional safety, client retention, operations, and financial goals are met.
Michael Trinidad Business Development Executive	Mobile: 407-885-8284 Michael.trinidad@brightview.com	Trains and manages operational efficiencies, customer service, business development/retention and system process improvement initiatives.
MJ Sykora Regional EH&S Manager	Mobile: 321-231-0148 Mj.sykora@brightview.com	Trains Branch Safety Leaders and supports their initiatives to increase safety awareness. Includes coaching, teaching, and training field and management teams on safe operating behaviors and implementation of safety and risk control programs
David Lewis Regional Sales Leader	Mobile: 407-885-8284 David.Lewis@brightview.com	Trains and manages operational efficiencies, customer service, business development/retention and system Process improvement initiatives.

Meet Your BrightView Tree Care Manager

Michael Provencher currently supervises Tree Care Maintenance activities throughout the Orlando Metro area. He has been in the landscape industry for 27 years and is well versed in Customer Services, Proper Pruning Practices and Industries Best Practices. Michael has been involved in maintenance, renovation, design, installation, irrigation management, and tree care throughout his career

My focus is your biggest assist on site, your trees. I will schedule a site visit with you as needed to review what is happening in your landscape. My role includes scheduling, hands-on training in the field with tree care and focuses on safety throughout the teams I manages



Michael Provencher

Tree Care Branch Manager



Experience

- Associates of Science in Landscape Management

Experience

- 27 years experience in green industry , Tree Care

Certifications

- GI BMP Certified
- ISA Certified Arborist # FL-5424A
- ISA TRAQ Certified – Tree Risk Assessment Qualified





Cal Leggett – *Director of Technical Services*

Cal Leggett's focus is to Provide agronomic and horticultural support and training for landscape development and landscape maintenance

It's been a few years since he's been back in this area — but after 14 years with the company, he's learned that you can teach old dogs new tricks. And just like great landscapes, great relationships grow and thrive when they are tended to with exceptional care and expertise.



- Oversees Horticultural Services in the Orlando Region
- BrightView Production Systems
- Account Manager training program
- Bachelors of Science in Horticulture from Colorado State University
- Instructor of Best Management Practices
- Florida Pest Control Spray ID card holder



EDUCATION

- Bachelors of Science in Horticulture from Colorado State University

EXPERIENCE

- Environmental Specialist at Florida Department of Agriculture and Consumer Services
- Greenhouse Grower Coordinator at Agri-Starts, Inc.



CERTIFICATIONS

- State of Florida Green Industries Best Management Practice
- Florida Turfgrass Association

Mary Jane (M.J.) Sykora – *Regional EH&S Manager*

Responsible to provide day to day EHS support to branch leadership and operating teams within the Florida Central Region. Support includes coaching, teaching, and training field personnel on safe operating behaviors and the implementation of safety and risk control programs. Functions as a subject matter expert to help build sustainable loss improvement processes within the region.



PRIMARY RESPONSIBILITIES

- Provide daily and continuous safety support to the region
- Conduct compliance reviews, general risk assessments and other safety assessments to support BrightView Environmental, Health, and Safety Management
- Provide daily guidance and direction in EHS programs at the field level, branch leadership level, and regional leadership to ensure a common and effective approach
- Coach, train, guide, and mentor branch leadership through the BrightView Safety Management System
- Review accidents/incidents which occur and conduct field audits, reporting and managing the corrective actions
- Participate in and support detailed incident investigations and Root Cause Analysis
- Assist in the development and presentation of relevant EHS training
- Provide performance metrics for branch, market, and regional level on safety key performance

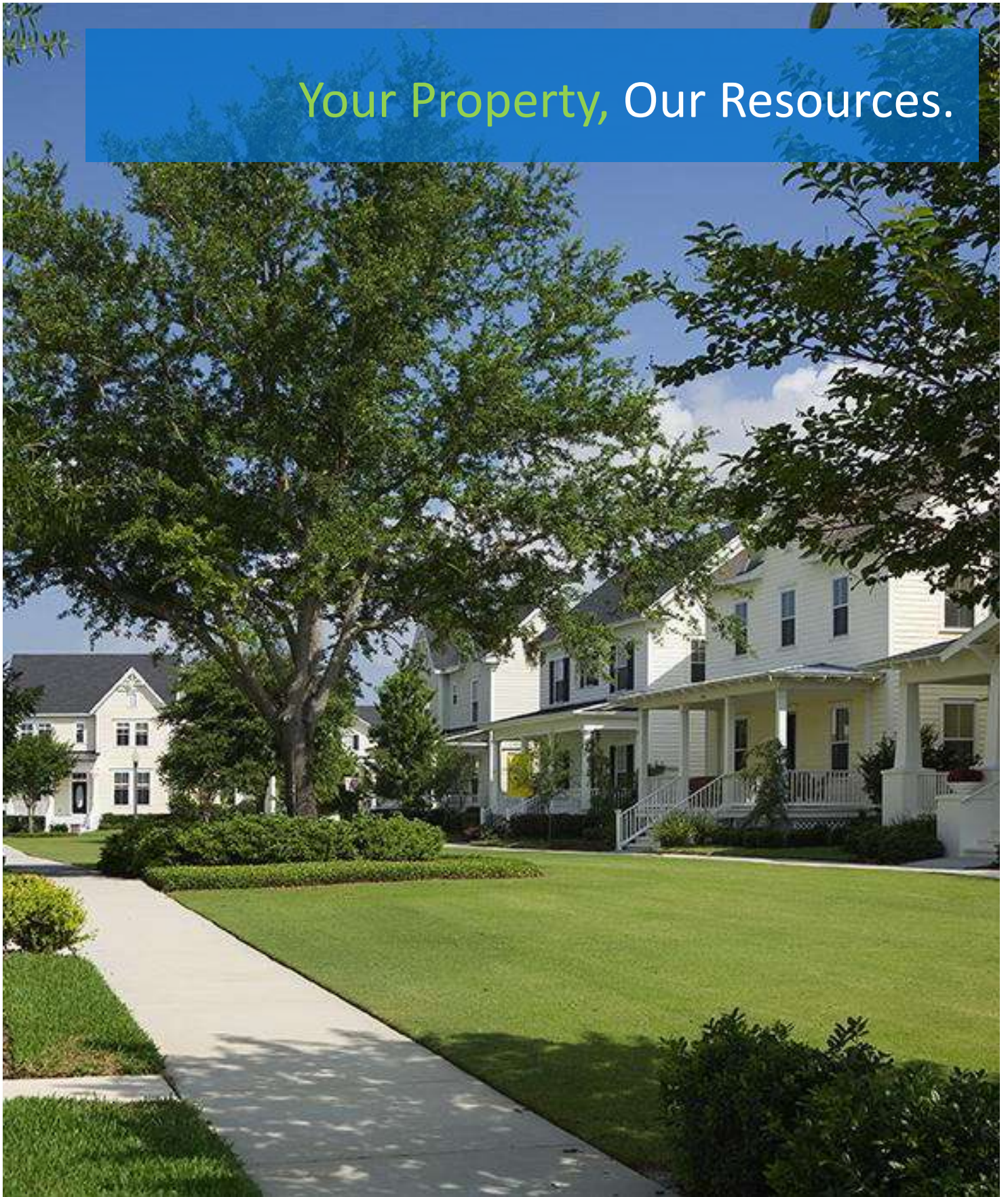
FIELD SPECIFIC RESPONSIBILITIES

- Work with the Branch Leadership and Field Teams to ensure safe work practices are understood and followed
- Conduct EHS audits and assessments of on-going operations to measure compliance with regulatory requirements and conformance to BrightView company policies and procedures
- Perform field safety observations on a regular basis to establish EHS presence and provide support
- Conduct daily, weekly, and monthly EHS Meetings/Trainings and schedule as needed
- Coordinate Region, Market and Branch level safety activities
- Administers BrightView safety policies, programs, procedures, and systems
- Ensures EHS policies, procedures, programs, and systems are effectively communicated to employees

CERTIFICATIONS

- OSHA Certified Trainer
- MOT Certified Trainer
- First Aid and CPR Certified Trainer

Your Property, Our Resources.



Proactive Communication Protocols

Drive Accountability

Successful partnerships are built on a platform of effective communication. BrightView's **Client Partnership Plan** provides the foundation to exceed customer expectations while understanding your needs and priorities.

Your Account Manager will continually engage with you to understand the opportunities and challenges that naturally occur over the lifetime of a partnership. The intent is to gain a deeper understanding of your business, future plans, budget forecasting, and a strategy as to how we can deliver more value.

We begin our partnership with a promise: quality landscape and client centric customer service. BrightView's formal **Quality Site Assessments** ensure we keep that promise. Our QSAs deliver:

- Well defined expectations for landscape quality
- A forum for you to share feedback
- Progress updates on our work
- Time set aside to discuss opportunities
- A stronger partnership with you in the management of your landscape
- Accountability that ensures your success

Turf Quality		
	Score	Notes
Turf color	2	
Turf edge/ hard and softscapes	2	
Weeds, pests and disease control	2	
Mowing	3	
Overall appearance	2	
Category Total	11	

Seasonal Flowers		
	Score	Notes
Detail	2	
Spacing	3	
Maintenance	3	
Overall Appearance	1	Flowers are of poor quality
Category Total	9	

Tree & Shrub Care		
	Score	Notes
Shrub pruning	2	
Tree pruning	2	
Weeds, pests and disease control	2	
Category Total	6	

Site Cleanliness		
	Score	Notes
Litter and debris	2	
Hardscapes areas	2	
Category Total	4	

Irrigation Management		
	Score	Notes
Shrub beds	2	
Turf areas	3	
Category Total	5	



BrightView Standards of Excellence

The importance of good curb appeal cannot be underestimated. That's why we're relentless in our high standards and dedication to delivering an impactful first impression. Our team members participate in strict quality standards and continuous improvement training to ensure the service you receive is impeccable, efficient, and always excellent.

BrightView's proprietary **7 Standards of Excellence** promote best practices and standards among the most common areas of landscape maintenance, enabling us to develop a cohesive, consistent strategy for your site. With a shared commitment and a focus on these standards, we will improve the quality of your landscape maintenance.

1. Site Cleanliness
2. Weed Free
3. Green Turf
4. Crisp Edge Beds
5. Spectacular Flowers
6. Uniformly Mulched Beds
7. Neatly Pruned Trees & Shrubs

Goals of Initial Site Meeting

- Clearly establish expectations using contract specifications and knowledge of site management
- Establish a communication process (meetings, reports, etc.)
- Present schedule of operations to Client
- Identify ALL special situations, issues, areas & processes
- Clearly establish a base safety process and site specific processes
- Document a process for out of scope work (P.O., sign-off, billing)
- Share emergency call process
- Set short-term improvement goals
- Benchmark existing site status, conditions and opportunities for improvements

Irrigation Reports

Regular inspections and system monitoring will be a part of our proactive approach and communication methods to keep your irrigation functioning properly and efficiently.

BrightView
Landscape Services
415 27th Street SE
Ruskin, FL 33570
813-641-3672 • Fax 813-641-7582

REPORT FOR: _____
ADDRESS: _____
DATE: _____
PAGE: _____ OF _____

MTWTFSSMTWTFSS RUN DAYS

ZONE NUMBER: _____

SPRAY OR ROTOR S OR R: _____
RUN TIME FOR ZONE (MIN): _____
PRG ST TM: _____

CONTRACT REPAIRS

NO FAULTS FOUND

PARTIAL CLOG

ARC OR RADIUS ADJ.

HEAD STRAIGHTENED

REPAIRS WITH APPROVAL

HEAD MISSING/BROKEN

CHANGE 4" TO 6" POP UP

HEAD RAISED — SHRUB _____
Turf _____

SEVERE CLOG

INCORRECT NOZZLE

RELOCATION

LEAK IN HEAD

LEAK IN PIPE

HEAD NOT ROTATING

VALVE NOT OPERATING

OTHER — SEE COMMENTS

COMMENTS: (Attach extra sheet if necessary) _____

ESTIMATED COST OF REPAIRS: _____

INSPECTED BY: _____

Water Management Services

- Water Auditing
- Water Budgeting and Tracking
- EvapoTranspiration (ET) Based Scheduling
- Central System Installation and Management

High Efficiency Upgrade Equipment and Replacement Parts

- ET / Weather Based Controllers
- Soil Moisture Sensors
- Rain Sensors
- Matched Precipitation Sprinklers
- Flow Meters and Master Valves
- Rotary Nozzles
- Pressure Regulated Valves and Sprinklers

Water Saving Retrofits


- Drip Conversions
- Hydrozoning Design and Implementation

Business Reviews

We conduct business reviews to ensure alignment on individual site performance. The reviews keep you in the know, informing you of what we've done and what we're going to do, and also evaluate our performance and provide recommendations and guidance on future plans for your property.

Weekly Reports Provided

We utilize a simple, yet effective reporting tool to communicate on weekly services. The report below can be used by our Account Manager during weekly site visits to recap the priorities back to you.

		Field Report	
		Crew Leader: _____	Client Fax: _____
Client Name: _____	Date: _____		
Property Name: _____	Manager: _____		
THE FOLLOWING SERVICES WERE PERFORMED:			
Operation	Complete	Ongoing	
POLICE SITE	<input type="checkbox"/>	<input type="checkbox"/>	
MOW	<input type="checkbox"/>	<input type="checkbox"/>	
BLOWING	<input type="checkbox"/>	<input type="checkbox"/>	
WEED BEDS	<input type="checkbox"/>	<input type="checkbox"/>	
EDGE BEDS	<input type="checkbox"/>	<input type="checkbox"/>	
EDGE HARD LINES	<input type="checkbox"/>	<input type="checkbox"/>	
SPOT PRUNE SHRUBS	<input type="checkbox"/>	<input type="checkbox"/>	
MAJOR PRUNE SHRUBS	<input type="checkbox"/>	<input type="checkbox"/>	
PRUNE GROUND COVERS	<input type="checkbox"/>	<input type="checkbox"/>	
PRUNE TREES	<input type="checkbox"/>	<input type="checkbox"/>	
FLOWER CARE	<input type="checkbox"/>	<input type="checkbox"/>	
SPRAY INSECTICIDE	<input type="checkbox"/>	<input type="checkbox"/>	
SPRAY HERBICIDE	<input type="checkbox"/>	<input type="checkbox"/>	
Comments: _____			

Client Signature: _____	Date: _____		

Customer Satisfaction Surveys

We seek ongoing feedback from our clients using objective sources such as targeted telephone surveys or other outreach discussions in order to verify we are exceeding expectations.

Pricing and Scope of Services



Rivington Community Development District

Official Proposal Form for Solicitation of Proposals for Landscape and Irrigation Maintenance Services

Name of Proposer: BrightView Landscape Services

In accordance with the solicitation of proposals issued by the Rivington Community Development District the undersigned proposes to provide all work necessary to perform the scope of services as described in the Project Manual.

Proposer submits that it can perform the work described above summarized as follows and as more specifically described in Proposer's proposal:

1. Turf Maintenance	\$ <u>101,890.38</u>
2. Shrub And Groundcover Maintenance	\$ <u>30,050.61</u>
3. Tree Maintenance	\$ <u>20,059.93</u>
4. General Site Maintenance: Trash And Debris Disposal	\$ <u>9,055.86</u>
5. Irrigation System	\$ <u>6,885.93</u>

Total Yearly Cost for the first year of the above items	\$ <u>168,473.71</u>
--	-----------------------------

6. Annuals Maintenance/Installation	\$ <u>2,059.20</u>
7. Mulching for Tree and Shrub/Groundcover Bed Areas	\$ <u>26,325.00</u>

Estimate of total cubic yards proposed to service the property: 450.00

Cost of Mulch Per Cubic Yard \$ 58.50

Irrigation Hourly Rate for items not included in the Scope of Services: \$ 60.00

Proposer, thoroughly reviewed all components of the Project Manual and has a thorough understanding of the work required, the site and conditions where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work, having knowledge of the expense and difficulties attending performance of the work, and having fully inspected the site in all particulars, hereby proposes and agrees, if Proposer's proposal is accepted, to enter into the Proposed Agreement with the District.

Name of Authorized Signatory of Proposer: Michael K. Trinidad

Title of Authorized Signatory of Proposer: Business Development Executive

Signature of Authorized Signatory of Proposer: Michael K. Trinidad

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) **MOWING** – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, landscape detailing, debris clearing, etc.) Notwithstanding the above, at no time will the Paspalum ever be allowed to grow beyond a maximum height of two (2) inches and St. Augustine shall never be allowed to grow beyond five and one half (5 ½) inches. Each mowing should leave the Bahia grass at a height of three (3) to three and one half (3 1/2) inches, Paspalum at a height of one (1) to one and one half (1 ½) inches and St. Augustine at a height of three and one half (3 ½) to four (4) inches. Optimum height for Paspalum should be approximately one and one half (1 ½”) to encourage deeper root growth. Rotary Mowers are preferred for heights above one (1) inch and Reel type mowers for heights below one (1) inch. All blades shall be kept sharp at all times to provide a high quality cut and to minimize disease. The District requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass surface thirty-six hours after mowing. Otherwise large clumps of clippings will be collected and removed by the contractor. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The contractor shall restore any noticeable damage caused by the contractor’s mowing equipment within forty- eight hours from the time the damage is caused at the contractor’s sole cost and expense. The contractor shall be responsible for training all its personnel in the technical aspects of the Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to pond banks and wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. The contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment, including orange safety cones, at all times. Any motorized equipment used on the road ways of the community must be legally equipped. Weekend work is permitted when necessary upon prior approval.

1A) POND MOWING (if applicable) - All ponds (if applicable) identified as such on the overall Maintenance Exhibit/Plans shall be mowed incorporating the same mowing schedule as the common areas stated above. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. Pond banks will be mowed and trimmed to water’s edge. Line trimming at water’s edge and line trimming of drainage structures shall occur each and every time the pond is mowed. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also when line trimming to water’s edge, Contractor shall be extremely careful not to scalp at the water’s edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). The contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers

must blow all clippings away from the water's edge. It is understood that trash of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by the contractor during every normal service event. Unless otherwise designated on Maintenance Exhibit/Plans, homeowners are responsible for mowing down to the water's edge behind their property.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged during each mowing event. All edging shall be performed to the sole satisfaction of the District. **Chemical edging shall not be permitted anywhere on property.**

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN FORTY-EIGHT HOURS OF NOTICE BY DISTRICT.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Once per year, central leaders shall be maintained and interfering or crossed limbs shall be removed. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Branches and limbs shall be kept off buildings (including roofs), signage structures, play structures, fences & walls as well as pruned to keep street lights and traffic signage from being blocked. Additionally, on an as-needed basis, all trees shall be pruned over sidewalks, nature trails, parking lots, driveways & roadways so as not to interfere with pedestrians, cars or other vehicles. (This is to include maintaining at all times a minimum of **ten to fifteen (10-15)** feet ((but shall vary according to DOT specs)) of clearance under all limbs depending on location and species of tree.)

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of the District. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. All clippings and debris from pruning will be carted away at the time pruning takes place.

Palms: All palms shall receive pruning as often as necessary to appear neat and clean at all times.

The timing of the Palm pruning to be coordinated with the District. This includes brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas

where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. "Hurricane" palm pruning shall never be allowed without prior written approval from the District.

4) WEEDS AND GRASSES – All groundcover and turf areas shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as-needed basis. Condition of turf is to be determined by the District at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.**

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.

The contractor shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas shall be kept weed free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas.

6) CLEAN UP – At no time will the contractor leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. The contractor shall use his own waste disposal methods, never the property dumpsters. Grass clippings blown off sidewalks, streets and curbs shall be blown into turf areas, never into mulched bed areas as these are to be maintained free of grass clippings. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS, PONDS OR ANY COMPONENT OF THE STORMWATER SYSTEM.**

7) REPLACEMENT OF PLANT MATERIAL – Tree and shrubs in a state of decline should immediately be brought to the attention of the District. Dead or unsightly plant material shall be removed upon notification of the District. The contractor shall be responsible for replacement if due to contractor's negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance. **New plant material**

shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

8) If contractor misses a service due to inclement weather or any other reason, the contractor is required to make up service the same week.

PART 2

FERTILIZATION

The contractor shall follow all provisions of the Volusia County Fertilizer Application code (Chapter 50, Article VII of the Code of Ordinances for Volusia County), as they may be amended from time to time. It is further recommended that those practices outlined in the Volusia County Fertilizer Rule be followed. Highlights of that rule are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF VOLUSIA COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

All turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for central Florida turf: (per BMP guidelines and University of Florida IFAS Extension, central Florida is determined by anything south of a line running east-west from coast to coast through Ocala and north of a line between Tampa & Vero Beach.)

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	Fe For foliar application, use ferrous sulfate (2 oz. /3-5 gal. H2O/1,000 SF)
October	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
November	A complete fertilizer based on soil tests + PreM

All Bahia Sod:

March	A complete fertilizer based on soil tests + Pre M
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
August	Apply Supplemental Iron sulfate or chelated iron in liquid applications
October	A complete fertilizer based on soil tests

All Paspalum Sod:

March	A complete fertilizer based on soil tests + PreM
April	N (Soluble Nitrogen applied at .5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)

July	A complete fertilizer based on soil tests
August	Fe (for foliar apps, use ferrous sulfate @ 2 oz. /3-5 gal H ₂ O/1000 SF). If Fe is applied to an acidic soil, use 1 lb. of iron sulfate/1000 SF. If soil is calcareous, use the container label recommended rate of an iron chelate.)
October	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF
November	A complete fertilizer based on soil tests + PreM

The contractor shall submit a fertilizer label to resident project representative for approval prior to application.

At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Soil test samples shall be taken twice a year by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Test results will be provided to the District. Should changes be of merit, the contractor shall notify the District in writing prior to the implementation of such changes.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY ITS NEGLIGENCE OF FERTILIZER APPLICATION.** Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, May, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft. /year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO**

REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO ITS NEGLIGENCE.

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P₂O₅-12K₂O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, May, October, November). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6” from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

The contractor shall provide the District with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. Contractor must notify the District five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the contractor to so notify the District may result in the contractor forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf Insect and disease control spraying on turf shall be provided by the contractor every month with additional spot treatment as needed. The contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. The contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for “formula” under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. The contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. The contractor will be fully responsible in the treatment of such afflictions. At the District’s discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. The contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. The contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The District reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.**

The contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the contractor’s full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the contractor’s responsibility to treat these conditions in an expedient manner.

It shall also be the contractor’s responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. The contractor shall familiarize itself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the contractor’s responsibility to treat pest within five (5) working days of the date of notification.

FIRE ANT CONTROL

The contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

For informational purposes only, the contractor is asked to provide the cost for the annual application of Top Choice in all designated parks and clubhouse finished landscaped and irrigated areas on the Plans/Maintenance Exhibit. This is not to include lake banks behind the residential properties or between ponds and conservation areas.

Pest Control will not be included as a standard line item in each monthly billing, but shall be invoiced as a separate line item the month after service is rendered.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components within the limits of the District a minimum of one (1) time per month. Areas shall include all existing irrigation systems to date. This shall include all existing irrigation systems.

These inspections shall include:

A. Irrigation Controllers

1. Semi-automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions & time DST
4. Lubricate and adjust mechanical components
5. Test back up programming support devices

B. Water Sources

1. Visual inspection of water source
2. Clean all ground strainers and filters
3. Test each pump at design capacities **weekly**; inform District Manager of any problems immediately. This is to minimize the time a water source is down. Contractor shall also confirm weekly that all backflow preventers are on and operating properly, if applicable.
4. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone in its entirety
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle, and strainer are to be inspected for adjustment and shall be aligned, packed, cleaned, and repaired, as necessary. Shrubs, groundcovers, and turf around sprinkler heads shall be trimmed to always maintain maximum clearance for the greatest coverage. It shall be the Contractor's responsibility to ensure all drip tubing is covered with mulch prior to Contractor leaving the property. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management,

Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, the District Management or their assign prior to making such repair.

Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may be provided by the Contractor listing those items that would improve the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisor's discretion.

Assuming the Board of Supervisors approves the repairs listed in the 30-day audit and after such repairs have been made, after the thirty (30) day period has expired and for the duration of the contract, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler beads, nozzles, drip main and delivery lines and any associated fittings. Said repairs shall be performed immediately and are included in the contract price. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of the system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Volusia County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assign. Broken mainlines and irrigation valves stuck in the "open" position are to be considered emergencies.

Freeze Protection. The Contractor shall describe ability and cost per application to provide freeze protection for pumps/wells.

PART 5

INSTALLATION OF MULCH

At District's request and after prior approval by the District Manager, Contractor shall top dress all currently landscaped areas as shown on the plans/maintenance map (landscaped beds, tree rings, parks, etc.) with Grade "A" Medium Pine Bark Mulch. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction. Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" and beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to the District.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch (Pine Bark) is required to attain the required 3" depth, sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

The District reserves the right to subcontract out any and all mulching events.

PART 6

SEASONAL COLOR/PERENNIAL MAINTENANCE AND INSTALLATION

A. Seasonal Color Bed Preparation

Contractor shall be totally responsible for the soil make up within each flower bed. Amendments such as, but not limited to Peat Moss, sand, organic matter, fertilizers, and fungicides may be used to create a quality growing medium in order for the annuals to flourish. Beds shall be tilled to a depth of eight (8) to 14 inches with all amendments thoroughly incorporated into the soil mix.

Contractor shall be responsible for all bed preparation and soil amendments necessary to provide a grade A quality seasonal color display. Contractor shall be responsible for taking general and micronutrient tests of annual bed areas. District and/or District Manager shall receive copies of test results and a list of actions to be taken by Contractor to correct all problems identified on the report.

Bed areas shall be formed to create a moderate crown. Contractor shall remove rocks and debris and shall trench all sides of beds that face curb or turf at a depth of three (3) inches before final mulching.

Annuals shall be hand watered at the time of installation.

B. Seasonal Color Installation

Contractor shall be responsible for measuring and confirming the quantities for each annual rotation for all existing annual bed areas based on the existing beds on the property at the time of bid submittal and on the plant spacing as specified. Contractor shall be responsible for planting the specified size and quantity of plant material using designs pre-approved by the District and/or District Manager.

C. Seasonal Color Replacement

Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease or fails to maintain a healthy, vigorous appearance in the opinion of the District and/or District Manager. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs.

D. Mulching

Bed areas shall have one-fourth (1/4) inch of finely ground mulch at all times, not allowing bare soil areas to be visible.

E. Deadheading and Pruning

Deadheading: Declining flowers and foliage should be removed weekly.

Pruning: Plants shall be pruned to avoid plants becoming leggy or unsightly; also to maintain a consistent uniform mass.

F. Fertilization

The Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy vigorous plants. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy plants. Contractor shall be responsible for removing any excess fertilizer from paved surfaces, curbs, and sidewalks.

G. Insect and Disease Control

The Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problem, including mole crickets, chinchbugs, and grubs. The Contractor shall be responsible for the control of fire ants throughout maintained areas. Mounds are to be removed and soil leveled to previous grade after ants have been killed. Contractor shall be responsible for removing any excess pesticide applications from paved surfaces, curbs, and sidewalks within four (4) hours after application has occurred.

H. Watering

The Contractor shall be responsible for monitoring the moisture levels in irrigated and non-irrigated bed areas and reporting any problems, in writing, that may be present during the maintenance visit. Contractor shall be responsible for damage to items that were not reported to the Owner and District Manager in writing and will be responsible for replacement of these items.

The Contractor shall not be responsible for the manual watering of any plant material unless plant material is under warranty. When new seasonal color is installed, Contractor shall be responsible for supplemental watering only until plants become established. *(Line Item: Watering)*

I. Bed Weed Control

Weeds shall be controlled in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained weed free. Contractor shall be responsible for removing any chemicals used to control weeds from paved surfaces, curbs, and sidewalks.

J. Perennial Maintenance

Perennials such as but not limited to Rose, Allamanda, Daylilies, Rudbeckia, Sedum, Iris, Daffodils, Lantana, etc. shall be pruned removing all spent blooms, flower stalks, and dormant and declining foliage. The timing of this pruning may be seasonal, Owner and/or District Manager request, or for the aesthetic improvement of the landscape. Any additional fertilizer, fungicide, insecticide or other chemicals needed to keep plants at optimum health shall also be included.

This item will not be included in the contract amount. Contractor shall provide a price per 4" annual to be installed up to four (4) times per year and shall submit with the bid. This work will be invoiced separately in the month following service delivery.

The District reserves the right to subcontract out any and all annual installation events.

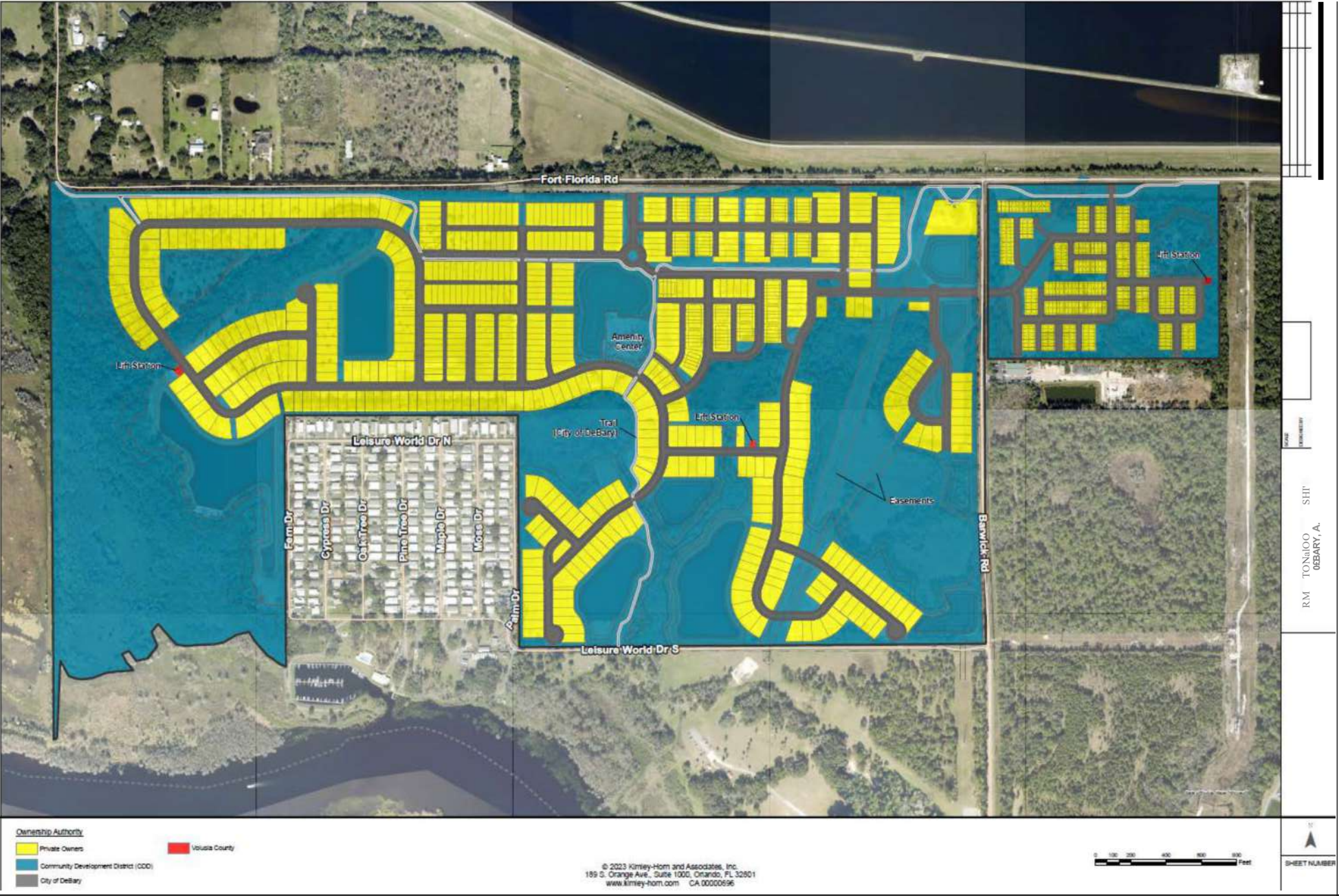
ADDITIONAL SERVICES

Please provide any additional landscape and irrigation maintenance services offered.

Examples include:

- Emergency Clean Up
- Storm Cleanup
- Irrigation Services outside of contract
- Freeze Protection
- After Hours Emergency Irrigation Services

[END OF SECTION]



Landscape and Irrigation Maintenance Services Agreement

This Landscape and Irrigation Maintenance Services Agreement (this “**Agreement**”) is entered into as of _____, 2025 between the **Rivington Community Development District**, a local unit of special-purpose government organized and established under Chapter 190, Florida Statutes (the “**District**”) and _____, a _____, registered to do business in the State of Florida (the “**Contractor**”).

Background Information:

The District owns, operates, and maintains certain landscaping within and around the District. The District desires to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District. Contractor submitted a proposal and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide services to the District. In consideration of the Contractor’s agreement to perform the services described below and the District’s agreement to compensate the Contractor the parties desire to enter into this Agreement.

Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Contractor’s Representations.** In order to induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied:
 - a. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise, and resources to perform all required work.
 - b. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Agreement.
 - c. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis.
 - d. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism, upon written notice to the District.
 - e. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
 - f. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Agreement.
3. **Description of Work.**
 - a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as described in the Scope of Services attached hereto as **Exhibit A** (the “**Work**”) in the locations shown in the maintenance map attached hereto as **Exhibit C**.
 - b. Contractor’s Official Proposal Form is attached hereto as **Exhibit B**.

- c. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District (including irrigation repair work), through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.

4. **Additional Work.** If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, amendment, or work order authorization. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

5. **Emergency Services.** In the event of an emergency or disaster, Contractor shall provide the District the following services:

- a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
- b. Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
- c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- d. Disaster recovery assistance services shall not exceed a total of 70 hours worked for each emergency/disaster.
- e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
- f. District reserves the right to immediately terminate all disaster recovery assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

6. **Manner of Performance.**

- a. While performing the Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications.
- b. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices, such as IFAS.
- c. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- d. The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers that are familiar with the property and the procedures expected.
- e. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement at no additional cost to the District.
- f. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Work within 24 hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.
- g. Contractor is responsible for vehicular safety within the community and shall use the proper

warning safety equipment. Any motorized equipment used on the roadways of the community must be legally equipped.

- h. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.
- i. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or Work that may result in the damage and/or loss of plant material, vegetation, sod, or other landscaping. This responsibility includes but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs or replacements.
- j. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District's representative.
- k. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

7. **Time of Commencement.** The work to be performed under this Agreement shall commence on the date of this Agreement. Contractor shall provide the District the requisite insurance referenced herein and prior to commencing any work.

8. **Term and Renewal.** The initial term of this Agreement shall be for 1 year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for subsequent 1 year terms pursuant to the same contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.

9. **Termination.**

- a. Contractor may terminate this Agreement with 60 days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail or email. The 60-day notice shall commence on the day of actual receipt of said written notice by the District.
- b. The District may, in its sole and absolute discretion, whether or not reasonable, on 30 days' written notice to Contractor, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail or email. The 30-day notice shall commence on the day of mailing of said notice to the Contractor.
- c. Upon termination of this Agreement, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor.
- d. On a default by Contractor, the District may elect not to terminate this Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. The District specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

10. District Representatives and Inspections.

- a. The District hereby designates the District Manager, Field Manager, and other representatives of the District Manager's office to act as the District's representatives. The District's representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Work.
- b. The Contractor agrees to meet with a District representative no less than 1 time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of landscape related items that should be performed before the next walk through.
- c. The District will be responsible for scheduling the monthly inspections. The District must have no less than 14 days' notice if there is a need to reschedule.
- d. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Work.
- e. If the District representatives identify any deficient areas, the District representatives shall notify the Contractor through a written report or otherwise. The Contractor shall then within the time period specified by the District representatives, or if no time is specified within 48 hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within 3 days and prior to submitting any invoices to the District.

11. Compensation

- a. As compensation for the Work (including any additional work described in **Exhibit A** authorized by the District) performed each month the District agrees to pay Contractor the following amounts:
 - i. For Parts 1 and 4 of the Work, which are performed on a monthly basis: \$_____.
 - ii. For Parts 2 and 3 of the Work, a not to exceed annual price for each Part as described in Contractor's Official Proposal Form attached hereto as **Exhibit B**.
 - iii. If the District elects to award the Contractor the work described in Parts 5 [Mulch] and Part 6 [Seasonal Color] of the Work, and only after receipt of written authorization by the District to proceed, the not to exceed annual price for each Part as described in Contractor's Official Proposal Form attached hereto as **Exhibit B**.
 - iv. For any irrigation services not included in the Work, and only after receipt of written authorization by the District to proceed, a not to exceed price of \$____ per hour.
- b. Contractor shall invoice the District monthly for services provided during the previous month. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District and at a minimum shall include:
 - i. the District's name
 - ii. the Contractor's name
 - iii. the invoice date,
 - iv. an invoice number
 - v. a reference to a proposal number if applicable,
 - vi. the location (including the community if applicable),
 - vii. descriptive enough to allow reader to understand services performed
 - viii. an itemized listing of all costs billed on the invoice with a description of each service,
 - ix. the time frame within which the services were provided, and
 - x. the address or bank information to which payment is to be remitted.
- c. In the event services are not needed (dry times and mowing not needed on the frequency

designated in the Scope of Services), inclement weather, or other conditions outside the control of the Contractor that cause certain services to not be necessary or to be missed the Contractor shall inform the District on a weekly basis and provide a written plan of performing other services on the property, making up the missed services on a later date, or issuing a credit on invoices.

- d. The District shall provide payment within 45 days of receipt of invoices, unless such invoice is disputed as described below, in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.
- e. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within 10 days of the District's receipt of such invoice.
- f. In the event of any dispute regarding the Work performed to date and so long as the District is pursuing resolution of such dispute in an expeditious manner, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Work, shall continue to carry on performance of the Work and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.
- g. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

12. Duties and Rights of Contractor. Contractor's duties and rights are as follows:

- a. *Responsibility for and Supervision of the Work:* Contractor shall be solely responsible for all work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- b. *Discipline, Employment, Uniforms:* Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- c. *Furnishing of Labor, Materials/Liens and Claims:* Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. Contractor waives any right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or

satisfy such claim or lien within 3 business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

- d. *Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations:* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 5 days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
- e. *Responsibility for Negligence of Employees and Subcontractors:* Contractor shall be fully responsible for all acts or omissions of its employees, its subcontractors and their employees, and other persons doing work under any request of Contractor.
- f. *Safety Precautions and Programs:* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- g. *Monthly Maintenance Reports.* The Contractor has a duty to provide the District a monthly maintenance report, that highlights any significant work done in the previous month, and issues they encountered (including all prior work and history if a problem keeps occurring at the same location), and an update on any work on outstanding issues. This report must also include information and pictures of any issues with the irrigation system.

13. Indemnification.

- a. The Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement.
- b. *It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, (as amended) and that said statutory provision does not govern, restrict or control this Agreement.*
- c. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation

or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

- d. The Contractor shall and does hereby indemnify and hold the District and anyone directly or indirectly employed by it harmless from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

14. Limitations on Governmental Liability. Contractor agrees that nothing herein will constitute or be construed as a waiver of the Districts limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing.

15. Insurance.

- a. Before performing any Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida. No changes are to be made to these specifications without prior written specific approval by the District.
 - i. **Workers' Compensation:** Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required under applicable Florida Statutes and Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or subcontractor operating under a worker's compensation exemption shall access or work on the site.
 - ii. **Commercial General Liability:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement.
 - iii. **Automobile Liability:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Agreement.
 - iv. **Umbrella Liability:** With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Agreement.
- b. Each insurance policy required by this Agreement shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the

payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

- f. Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements are to be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
- g. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- h. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- i. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its supervisors, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the district, its supervisors, officers, agents, employees or volunteers.

16. Subcontractors. The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

17. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

18. No Third Party Beneficiaries. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

19. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or

repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

20. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

21. E-Verification. Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
 - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

22. Anti- Human Trafficking. Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.

23. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and 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 the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 566-1935, OR BY EMAIL AT SAMANTHA.HARVEY@INFRAMARK.COM, OR BY REGULAR MAIL AT 313 CAMPUS STREET, CELEBRATION, FL 34747

24. **Waivers.** The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.
25. **Governing Law and Venue.** This Agreement shall be governed under the laws of the State of Florida with venue in the county where the District is located.
26. **Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
27. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
28. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties. In the event that the Contractor is purchased by, acquired by, or merges with another company, the new company must request the District's written consent to the company's assumption of this Agreement.
29. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
30. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
31. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
32. **Notices.** Whenever any party desires to give notice to the other party, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other party shall be made.

a. If to Contractor: NAME

ADDRESS

ADDRESS

- b. If to District: Rivington Community Development District
c/o Inframark
313 Campus Street, Celebration, FL 34747

33. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

34. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

COMPANY NAME

**Rivington
Community Development District**

Name: _____
Title: _____

Name: _____
Title: Chair/Vice Chair, Board of Supervisors

Exhibit A: Scope of Services

Exhibit B: Contractor's Bid Form

Exhibit C: Maintenance Map

Weekly Landscaping Maintenance Report for the Rivington Community Development District

Date of maintenance visit: _____ Supervisor: _____

Listing of problems and locations (include color pictures and addresses or intersections):

1. Insect and plants: _____

2. Disease and plants: _____

3. Nutrient problems and plants: _____

4. Dry plants: _____

5. Wet plants: _____

6. Dead plants removed: _____

7. Tree service work needed: _____

8. Irrigation damage and repairs: _____

Extra work performed:

1. Number of workers: _____
2. Their title(s): _____
3. Hours per worker: _____
4. Description of work performed: _____

List of any items the District needs to know of or any extra work that is recommended to be performed outside of the scope of the Agreement (include estimate of time to perform the work). _____

**Affidavit for
Public Entity Crimes, Scrutinized Companies, E-Verify, and Non-Collusion**

*[Solicitation of Proposals for Landscape and Irrigation Maintenance Services]
Rivington Community Development District*

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Name of Proposer: _____

I am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I state that:

Public Entity Crimes

1. I understand that a “person” or “affiliate” who has been placed on the “convicted vendor list” following a “conviction” for a “public entity crime” (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, would render us ineligible to submit a proposal for this project.
2. Neither I, nor any person or affiliates with my firm, nor my firm has been placed on the convicted vendor list following a conviction for a public entity crime that would render us ineligible to submit a proposal for this project.

Scrutinized Companies

3. I understand that, pursuant to Section 287.135(2)(a), Florida Statutes, we would be ineligible to submit a proposal for this project if we are company that is on the “Scrutinized Companies that Boycott Israel List” (created pursuant to Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel.
4. Neither I nor my firm are on the “Scrutinized Companies that Boycott Israel List” nor are we engaged in a boycott of Israel.

E-Verify

5. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida’s E-Verify law in order to enter into an agreement with a public employer.
6. Our firm is registered with and uses the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
7. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
8. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
9. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
10. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

Non-Collusion

11. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.

12. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
13. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher than the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
14. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
15. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the Rivington Community Development District for which our proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this work.

Signature of Authorized Signatory of Proposer

Sworn before me on this ____ day of _____, 2025

Notary Public Signature

Notary Stamp

Emergency Storm Response



Emergency Storm Response

We will help you be ready for whatever hurricane season throws your way! With help from our local teams we can provide recommendations on structural pruning to developing a post storm clean up action plan tailored to your property. Thanks to our large footprint within Florida we're able to bring in outside help if necessary to get you cleaned up quickly in the event of large storms.

Safety before and after a storm is our primary focus. Immediately following a storm our teams will ensure:

- Vehicle access is cleared, allowing emergency personnel access.
- Debris that may pose immediate risk is cleared.
- Plant material that may have a chance of surviving is replanted.
- Hazardous damaged limbs that remain in trees are trimmed or removed.
- Tree limbs, root balls, or large wood debris remaining on the ground is chipped and removed.
- Final restoration of any remaining damages or losses resulting from the storm is performed



Emergency Response Team Ready When You Need Us

With dozens of locations across Florida and more than 3,000 employees in the state, we can dispatch faster than other landscape service providers in the event of a catastrophic situation, including but not limited to hurricanes, tornadoes / water spouts, and severe weather.

When a catastrophe occurs, your local Branch Manager will personally draw on resources and pull equipment from within the BrightView network to ensure your property is quickly, properly and safely serviced.

Resources from branch offices throughout Florida will be available in the event of an emergency to ensure our customers have access to crews and equipment quickly.



Valued Safety Partnership

BrightView is committed to operating our business in a responsible manner. The opportunity to deliver world-class professional services and create inspiring and safe landscapes for our clients and customers is a privilege and responsibility that we work hard to protect and advance every day. In delivering the highest quality service, our dedicated team members across BrightView understand that nothing is more important than the safety of our people, customers, and the communities we serve. As one of our core values, safety helps to define BrightView and how we drive and deliver Confidence from Excellence.



Baldwin Park

Orlando, FL

BrightView has maintained this property for the last seventeen years.

Our full service landscape management includes turf, shrub and tree maintenance, water management, color design and installation, tree care and agronomics (fertilization, disease and insect control).

We currently maintain 10 Parks, over 600 town homes and the Village Center streetscape on a weekly basis. Best Management Practices are executed throughout the entire community.



"BrightView staffs the work appropriately. They have great training practices which I see in use every day. They have great communication skills and are very proactive."

Victoria Gardens HOA

Deland, FL

We serviced Victoria Gardens since 2016.

The community is made up of 1129 single family and duplex homes. There are more than 16 ponds that we service, numerous parks and preserves along with the clubhouse and amenity centers.

We recently added irrigation inspections and repairs to our scope and have made a tremendous impact with the digitization of our irrigation inspections.



Victoria Park Community Council



Deland, FL

"I wanted to drop a note now that BrightView has been on site for 6 months, taking care of the VPCCPC properties. I am pleased with the work and dedication of your team. The community was in poor shape, and what they have done is nothing short of remarkable with the conditions they were handed. We have work to do, and your managers are keeping us updated with suggestions for improvements, future capital expenditures to enhance the community, and the like.

We too often just comment on what is wrong, and I wanted to make sure that you and the BrightView team knew how happy the VPCC is with our partnership"

~ Board President, Tricia Danielson



BrightView References

Baldwin Park - Urban Orlando CDD

Contact: Bill Patterson

Phone: (407) 740-5838

Email: bpatterson@baldwinparkpoa.com

Victoria Gardens HOA

Contact: SMelissa Glenn

Phone: (386) 588-0557

Email: mglenn@castlegroup.com

Victoria Park Community Council

Contact: Tricia Danielson

Phone: (516) 567-7521

Email: tdanielsenvpcc@gmail.com



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
09/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Brightview Landscape Services, Inc. 980 Jolly Road, Suite 300 Blue Bell PA 19422 USA	INSURER A: ACE American Insurance Company	22667
	INSURER B: American Guarantee & Liability Ins Co	26247
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570101872607 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			XSLG47325857 SIR applies per policy terms & conditions	10/01/2023	10/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H10716561	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			AUC508596819 SIR applies per policy terms & conditions	10/01/2023	10/01/2024	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC5068541A WC - AOS SCFC50685482 WC - WI	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

Certificate No : 570101872607

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER
CANCELLATION

Brightview Landscape Services, Inc. 980 Jolly Road, Suite 300 Blue Bell PA 19422 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

**Affidavit for
Public Entity Crimes, Scrutinized Companies, E-Verify, and Non-Collusion**

*[Solicitation of Proposals for Landscape and Irrigation Maintenance Services]
Rivington Community Development District*

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

Name of Proposer: Bright View Landscape Service

I am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I state that:

Public Entity Crimes

1. I understand that a "person" or "affiliate" who has been placed on the "convicted vendor list" following a "conviction" for a "public entity crime" (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, would render us ineligible to submit a proposal for this project.
2. Neither I, nor any person or affiliates with my firm, nor my firm has been placed on the convicted vendor list following a conviction for a public entity crime that would render us ineligible to submit a proposal for this project.

Scrutinized Companies

3. I understand that, pursuant to Section 287.135(2)(a), Florida Statutes, we would be ineligible to submit a proposal for this project if we are company that is on the "Scrutinized Companies that Boycott Israel List" (created pursuant to Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel.
4. Neither I nor my firm are on the "Scrutinized Companies that Boycott Israel List" nor are we engaged in a boycott of Israel.

E-Verify

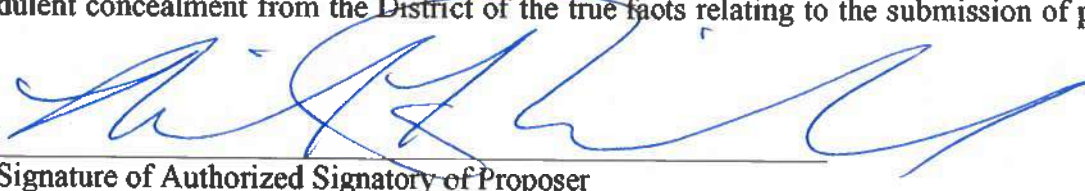
5. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida's E-Verify law in order to enter into an agreement with a public employer.
6. Our firm is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
7. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
8. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
9. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
10. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

Non-Collusion

11. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.

12. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
13. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher than the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
14. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
15. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the Rivington Community Development District for which our proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this work.

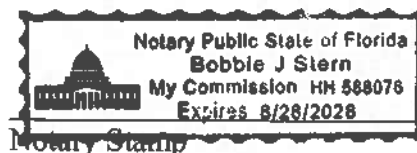


Signature of Authorized Signatory of Proposer

Sworn before me on this 17th day of July, 2025



Notary Public Signature



Notary Stamp

RESOLUTION 2025-06

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF RIVINGTON
COMMUNITY DEVELOPMENT DISTRICT AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Rivington 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 (hereinafter the “Board”) now desires to designate the Officers of the District per Chapter 190, Florida Statutes.

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

1. The following persons are elected to the offices shown, to wit:

_____	Chairperson
_____	Vice Chairperson
<u>Jennifer Goldyn</u>	Secretary
<u>Leah Popelka</u>	Treasurer
<u>Angel Montagna</u>	Assistant Treasurer
_____	Assistant Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary
<u>Samantha Harvey</u>	Assistant Secretary

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 30th day of July 2025.

ATTEST:

**RIVINGTON
COMMUNITY DEVELOPMENT
DISTRICT**

Name: _____
Secretary / Assistant Secretary

Name: _____
Chair / Vice Chair of the Board of Supervisors

**Rivington
Community Development District
ANNUAL FINANCIAL REPORT
September 30, 2024**

Rivington Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2024

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Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
Rivington Community Development District
City of DeBary, Florida

Report on Audit of the Financial Statements

Opinion

We have audited the financial statements of the governmental activities and each major fund of Rivington Community Development District (the "District"), as of and for the year ended September 30, 2024, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Rivington Community Development District as of September 30, 2024, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

Fort Pierce / Stuart

- 1 -

To the Board of Supervisors
Rivington Community Development District

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including currently known information that may raise substantial doubt thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining on a test basis, evidence regarding the amounts, and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



To the Board of Supervisors
Rivington Community Development District

Required Supplementary Information

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated May 2, 2025 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Rivington Community Development District's internal control over financial reporting and compliance.

*Berger Toombs Elam
Gaines & Frank*

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

May 2, 2025

**Rivington Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024**

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

OVERVIEW OF THE FINANCIAL STATEMENTS

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

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

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Assets, liabilities, and net position are reported for all Governmental activities.

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

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

**Rivington Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

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

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets, are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. In the **statement of activities**, transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as special assessment bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, reconciliation is provided from the *fund financial statements* to the *government-wide financial statements*.

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

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2024:

- ◆ The District's total assets exceeded total liabilities by \$3,446,027 (net position). The District's net investment in capital assets was \$3,763,795. Restricted net position was \$191,675 and unrestricted net position was \$(509,443).
- ◆ Governmental activities revenues totaled \$1,465,888 while governmental activities expenses totaled \$1,900,258.

**Rivington Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

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

Net Position

	Governmental Activities	
	2024	2023
Current assets	\$ 146,693	\$ 73,660
Restricted assets	967,969	916,090
Capital assets	31,777,398	26,275,148
Total Assets	<u>32,892,060</u>	<u>27,264,898</u>
Current liabilities	1,290,297	701,812
Non-current liabilities	28,155,736	22,682,689
Total Liabilities	<u>29,446,033</u>	<u>23,384,501</u>
Net Position		
Net investment in capital assets	3,763,795	3,744,763
Restricted net position	191,675	130,741
Unrestricted net position	(509,443)	4,893
Total Net Position	<u>\$ 3,446,027</u>	<u>\$ 3,880,397</u>

The increase in current assets is related to the increase in due from developer in the current year.

The increase in restricted assets is related to revenues exceeding expenditures in the Debt Service Funds in the current year.

The increase in capital assets is related to capital additions in excess of depreciation in the current year.

The increase in non-current liabilities is due to the increase in developer advances in the current year.

**Rivington Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

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

Change In Net Position

	Governmental Activities	
	2024	2023
Program Revenues		
Charges for services	\$ 1,404,436	\$ 1,446,966
Capital grants and contributions	-	211,031
Operating grants and contributions	16,396	-
General Revenues		
Miscellaneous revenues	2,500	1,225
Investment earnings	42,556	38,677
Total Revenues	<u>1,465,888</u>	<u>1,697,899</u>
Expenses		
General government	102,416	106,844
Physical environment	974,411	247,158
Culture/recreation	168,014	157,578
Interest and other charges	655,417	673,418
Total Expenses	<u>1,900,258</u>	<u>1,184,998</u>
Change in Net Position	(434,370)	512,901
Net Position - Beginning of Year	<u>3,880,397</u>	<u>3,367,496</u>
Net Position - End of Year	<u>\$ 3,446,027</u>	<u>\$ 3,880,397</u>

The decrease in charges for services is due to the decrease in special assessments in the current year.

The decrease in capital grants and contributions is related to a decrease in developer contributions in the current year.

The increase in physical environment is the result of the increase in depreciation in the current year.

The increase in culture/recreation is related to the increase in pool maintenance and repairs in the current year.

**Rivington Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets as of September 30, 2024 and 2023.

Description	Governmental Activities	
	2024	2023
Land	\$ 500,000	\$ 500,000
Construction in progress	-	2,444,024
Buildings and improvements	1,517,833	1,517,833
Improvements other than buildings	900,000	900,000
Infrastructure	29,626,849	20,892,873
Equipment	130,000	130,000
Accumulated depreciation	(897,284)	(109,582)
Totals	<u>\$ 31,777,398</u>	<u>\$ 26,275,148</u>

Current year activity consisted of additions to infrastructure of \$8,733,976, transfers from construction in progress of \$2,444,024 and depreciation of \$787,702.

General Fund Budgetary Highlights

Budgeted expenditures exceeded actual expenditures primarily due to less legal and engineering fee expenditures than anticipated.

The September 30, 2024 budget was not amended.

Debt Management

Governmental Activities debt includes the following:

- ◆ In February 2020, the District issued \$7,250,000 Series 2020 Special Assessment Revenue Bonds. These bonds were issued to finance a portion of the cost of acquisition and construction of the 2020 Project. As of September 30, 2024, the balance outstanding was \$5,865,000.

**Rivington Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Debt Management (Continued)

- ◆ In March 2022, the District issued \$11,250,000 Series 2022 Special Assessment Revenue Bonds. These bonds were issued to finance a portion of the cost of acquisition and construction of the 2022 Project. As of September 30, 2024, the balance outstanding was \$10,830,000.
- ◆ The District entered into an agreement with the Developer to provide funding advances for certain capital projects to be repaid in the future, to the extent funds are available. As of September 30, 2024, the District received Developer advances totaling \$17,862,917 and repaid the Developer \$5,959,393. The Developer advance balance as of September 30, 2024 was \$11,903,524.

Economic Factors and Next Year's Budget

Rivington Community Development District completed construction of Phase 4 within the District. The District does not expect any other economic factors to have a significant effect on the financial position or results of operations of the District in fiscal year 2025.

Request for Information

The financial report is designed to provide a general overview of Rivington Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Rivington Community Development District, Inframark, LLC, 11555 Heron Bay Boulevard, Suite 201, Coral Springs, Florida 33076.

Rivington Community Development District
STATEMENT OF NET POSITION
September 30, 2024

	Governmental Activities
ASSETS	
Current Assets	
Cash	\$ 12,369
Restricted cash for deposits	2,500
Accounts receivable	100
Due from developer	126,238
Deposits	5,486
Total Current Assets	<u>146,693</u>
Non-Current Assets	
Restricted Assets	
Investments	967,969
Capital Assets, Not Being Depreciated	
Land	500,000
Capital Assets, Being Depreciated	
Buildings and improvements	1,517,833
Improvements other than buildings	900,000
Infrastructure	29,626,849
Equipment	130,000
Accumulated depreciation	(897,284)
Total Non-Current Assets	<u>32,745,367</u>
Total Assets	<u>32,892,060</u>
LIABILITIES	
Current Liabilities	
Accounts payable	35,418
Contracts/retainage payable	605,688
Due to developer	17,631
Deposits payable from restricted cash	2,500
Accrued interest	269,060
Bonds payable, current	360,000
Total Current Liabilities	<u>1,290,297</u>
Non-Current Liabilities	
Developer advances	11,903,524
Bonds payable, net	16,252,212
Total Non-Current Liabilities	<u>28,155,736</u>
Total Liabilities	<u>29,446,033</u>
NET POSITION	
Net investment in capital assets	3,763,795
Restricted for debt service	191,675
Unrestricted	(509,443)
Total Net Position	<u>\$ 3,446,027</u>
<i>See accompanying notes to financial statements.</i>	

Rivington Community Development District
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2024

Functions/Programs	Expenses	Program Revenues		Net (Expense) Revenues and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	
Governmental Activities				
General government	\$ (102,416)	\$ 80,940	\$ 3,673	\$ (17,803)
Physical environment	(974,411)	222,983	10,120	(741,308)
Culture/recreation	(168,014)	57,356	2,603	(108,055)
Interest and other charges	(655,417)	1,043,157	-	387,740
Total Governmental Activities	<u>\$ (1,900,258)</u>	<u>\$ 1,404,436</u>	<u>\$ 16,396</u>	<u>(479,426)</u>
General Revenues:				
		Miscellaneous revenues		2,500
		Investment earnings		42,556
		Total General Revenues		<u>45,056</u>
Change in Net Position				(434,370)
Net Position - October 1, 2023				<u>3,880,397</u>
Net Position - September 30, 2024				<u>\$ 3,446,027</u>

See accompanying notes to financial statements.

Rivington Community Development District
BALANCE SHEET –
GOVERNMENTAL FUNDS
September 30, 2024

	General	Debt Service 201	Debt Service 202	Capital Projects 302	Total Governmental Funds
ASSETS					
Cash	\$ 14,869	\$ -	\$ -	\$ -	\$ 14,869
Accounts receivable	100	-	-	-	100
Due from other funds	-	4,910	9,032	904	14,846
Due from developer	16,396	-	-	109,842	126,238
Deposits	5,486	-	-	-	5,486
Restricted assets					
Investments	-	372,521	576,405	19,043	967,969
Total Assets	<u>\$ 36,851</u>	<u>\$ 377,431</u>	<u>\$ 585,437</u>	<u>\$ 129,789</u>	<u>\$ 1,129,508</u>
LIABILITIES AND FUND BALANCES					
LIABILITIES					
Accounts payable	\$ 35,418	\$ -	\$ -	\$ -	\$ 35,418
Contracts/retainage payable	-	-	-	605,688	605,688
Due to other funds	14,846	-	-	-	14,846
Due to developer	17,631	-	-	-	17,631
Deposits payable	2,500	-	-	-	2,500
Total Liabilities	<u>70,395</u>	<u>-</u>	<u>-</u>	<u>605,688</u>	<u>676,083</u>
FUND BALANCES					
Nonspendable - deposits	5,486	-	-	-	5,486
Restricted:					
Debt service	-	377,431	585,437	-	962,868
Unassigned	<u>(39,030)</u>	<u>-</u>	<u>-</u>	<u>(475,899)</u>	<u>(514,929)</u>
Total Fund Balances	<u>(33,544)</u>	<u>377,431</u>	<u>585,437</u>	<u>(475,899)</u>	<u>453,425</u>
Total Liabilities and Fund Balances	<u>\$ 36,851</u>	<u>\$ 377,431</u>	<u>\$ 585,437</u>	<u>\$ 129,789</u>	<u>\$ 1,129,508</u>

See accompanying notes to financial statements.

Rivington Community Development District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2024

Total Governmental Fund Balances	\$ 453,425
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, land, \$500,000, buildings and improvements, \$1,517,833, improvements other than buildings, \$900,000, infrastructure, \$29,626,849, and equipment, \$130,000, net of accumulated depreciation, \$(897,284), used in governmental activities are not current financial resources and therefore, are not reported at the fund level.	31,777,398
Long-term liabilities, including bonds payable, \$(16,695,000), net of bond discount, net, \$82,788, and developer advance, \$(11,903,524), are not due and payable in the current period and therefore, are not reported at the fund level.	(28,515,736)
Accrued interest expense for long-term debt is not a current financial use and therefore, is not reported at the fund level.	<u>(269,060)</u>
Net Position of Governmental Activities	<u><u>\$ 3,446,027</u></u>

See accompanying notes to financial statements.

Rivington Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS
For the Year Ended September 30, 2024

	General	Debt Service 201	Debt Service 202	Capital Projects 301	Capital Projects 302	Total Governmental Funds
Revenues						
Special assessments	\$ 361,279	\$ 371,790	\$ 671,367	\$ -	\$ -	\$ 1,404,436
Developer contributions	16,396	-	-	-	-	16,396
Investment earnings	-	18,689	23,156	215	496	42,556
Miscellaneous revenues	2,500	-	-	-	-	2,500
Total Revenues	<u>380,175</u>	<u>390,479</u>	<u>694,523</u>	<u>215</u>	<u>496</u>	<u>1,465,888</u>
Expenditures						
Current						
General government	102,416	-	-	-	-	102,416
Physical environment	282,149	-	-	-	-	282,149
Culture/recreation	72,574	-	-	-	-	72,574
Capital outlay	-	-	-	-	6,289,952	6,289,952
Debt service						
Principal	-	150,000	215,000	-	-	365,000
Interest	-	227,000	430,119	-	-	657,119
Total Expenditures	<u>457,139</u>	<u>377,000</u>	<u>645,119</u>	<u>-</u>	<u>6,289,952</u>	<u>7,769,210</u>
Excess of revenues over/(under) expenditures	<u>(76,964)</u>	<u>13,479</u>	<u>49,404</u>	<u>215</u>	<u>(6,289,456)</u>	<u>(6,303,322)</u>
Other Financing Sources/(Uses)						
Issuance of long-term debt	-	-	-	-	5,845,010	5,845,010
Transfers in	-	12,442	-	3,399	15,902	31,743
Transfers out	-	(3,399)	(15,902)	(12,442)	-	(31,743)
Total Other Financing Sources/(Uses)	<u>-</u>	<u>9,043</u>	<u>(15,902)</u>	<u>(9,043)</u>	<u>5,860,912</u>	<u>5,845,010</u>
Net Change in Fund Balances	(76,964)	22,522	33,502	(8,828)	(428,544)	(458,312)
Fund Balances - October 1, 2023	<u>43,420</u>	<u>354,909</u>	<u>551,935</u>	<u>8,828</u>	<u>(47,355)</u>	<u>911,737</u>
Fund Balances - September 30, 2024	<u>\$ (33,544)</u>	<u>\$ 377,431</u>	<u>\$ 585,437</u>	<u>\$ -</u>	<u>\$ (475,899)</u>	<u>\$ 453,425</u>

See accompanying notes to financial statements.

Rivington Community Development District
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2024

Net Change in Fund Balances - Total Governmental Funds	\$ (458,312)
Amounts reported for governmental activities in the Statement of Activities are different because:	
Capital outlay is reported as expenditures at the fund level. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount that capital outlay, \$6,289,952, exceeded depreciation, \$(787,702), in the current period.	5,502,250
The issuance of long-term debt is recognized as an other financing source at the fund level, however, at the government-wide level it increases liabilities.	(5,845,010)
Repayments of long-term debt are expenditures at the fund level, but the repayments reduce long-term liabilities at the government-wide level.	365,000
Bond discount does not use current resources and therefore, is amortized over the life of the bonds as interest expense at the government-wide level. This is the current year amortization.	(3,037)
At the fund level, interest is recognized when due. At the government-wide level interest is accrued on outstanding debt. This is the current year change in accrual.	<u>4,739</u>
Change in Net Position of Governmental Activities	<u><u>\$ (434,370)</u></u>

See accompanying notes to financial statements.

Rivington Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES – BUDGET AND ACTUAL – GENERAL FUND
For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Special assessments	\$ 543,176	\$ 543,176	\$ 361,279	\$ (181,897)
Miscellaneous revenues	225	225	2,500	2,275
Developer contributions	-	-	16,396	16,396
Total Revenues	<u>543,401</u>	<u>543,401</u>	<u>380,175</u>	<u>(163,226)</u>
Expenditures				
Current				
General government	150,039	150,039	102,416	47,623
Physical environment	326,866	326,866	282,149	44,717
Culture/recreation	65,496	65,496	72,574	(7,078)
Capital outlay	1,000	1,000	-	1,000
Total Expenditures	<u>543,401</u>	<u>543,401</u>	<u>457,139</u>	<u>86,262</u>
Net Change in Fund Balances	<u>-</u>	<u>-</u>	<u>(76,964)</u>	<u>(76,964)</u>
Fund Balances - October 1, 2023	<u>20,877</u>	<u>20,877</u>	<u>43,420</u>	<u>22,543</u>
Fund Balances - September 30, 2024	<u>\$ 20,877</u>	<u>\$ 20,877</u>	<u>\$ (33,544)</u>	<u>\$ (54,421)</u>

See accompanying notes to financial statements.

**Rivington Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

1. Reporting Entity

The District was established on October 3, 2018, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by Ordinance No. 12-18 of the City Council of the City of DeBary, as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or outside the boundaries of the Rivington Community Development District. The District is governed by a five-member Board of Supervisors. The District operates within the criteria established by Chapter 190, Florida Statutes.

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

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

2. Measurement Focus and Basis of Accounting

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

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

**Rivington Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements

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

Governmental activities are supported by special assessments, developer contributions and investment earnings. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

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

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

b. Fund Financial Statements

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

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

**Rivington Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

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

The District has various policies governing the fund balance classifications.

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

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

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

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

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

**Rivington Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

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

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

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”.

Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

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

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

Debt service expenditures are recorded only when payment is due.

3. Basis of Presentation

a. Governmental Major Funds

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

**Rivington Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation (Continued)

a. Governmental Major Funds (Continued)

Debt Service Funds – The Debt Service Funds 201 and 202 account for debt service requirements to retire Special Assessment Revenue Bonds, which were used to finance the construction of certain improvements within the District.

Capital Projects Fund – The Capital Projects Funds 301 and 302 account for acquisition and construction of infrastructure improvements located within the boundaries of the District. Capital Projects Fund 301 closed in the current year.

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as construction in progress, and non-current governmental liabilities, such as special assessment bonds be reported in the governmental activities column in the government-wide Statement of Net Position.

4. Assets, Liabilities, and Net Position or Equity

a. Cash and Investments

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

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

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;

**Rivington Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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

a. Cash and Investments (Continued)

4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

Cash and investments include time deposits, certificates of deposit, money market funds, and all highly liquid debt instruments with original maturities of three months or less.

b. Restricted Assets

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

c. Capital Assets

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

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

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

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

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

Buildings	20-50 years
Improvements other than buildings	10-30 years
Infrastructure	20-30 years
Equipment	20 years

**Rivington Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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

d. Bond Discounts

Bond discounts associated with the issuance of bonds are amortized over the life of the bonds using the straight-line method.

e. Budgets

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

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

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

“Total fund balances” of the District’s governmental funds, \$453,425, differs from “net position” of governmental activities, \$3,446,027, reported in the Statement of Net Position. This difference primarily results from the long-term economic focus of the Statement of Net Position versus the current financial resources focus of the governmental fund balance sheet. The effect of the differences is illustrated below:

Capital related items

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

Land	\$ 500,000
Buildings and improvements	1,517,833
Improvements other than buildings	900,000
Infrastructure	29,626,849
Equipment	130,000
Accumulated depreciation	(897,284)
Total	<u>\$ 31,777,398</u>

Rivington Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

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

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

Long-term debt transactions

Long-term liabilities applicable to the District's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities (both current and long-term) are reported in the Statement of Net Position. Balances at September 30, 2024 were:

Bonds payable	\$ (16,695,000)
Bond discount, net	82,788
Developer advance	<u>(11,903,524)</u>
Long-term Debt, Net	<u>\$ (28,515,736)</u>

Accrued interest

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

Accrued interest	<u>\$ (269,060)</u>
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2. Explanation of Differences Between the Governmental Fund Operating Statements and the Statement of Activities

The "net change in fund balances" for government funds, \$(458,312), differs from the "change in net position" for governmental activities, \$(434,370), reported in the Statement of Activities. The differences arise primarily from the long-term economic focus of the Statement of Activities versus the current financial resources focus of the governmental funds. The effect of the differences is illustrated below:

Capital related items

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

Capital outlay	\$ 6,289,952
Depreciation	<u>(787,702)</u>
Total	<u>\$ 5,502,250</u>

**Rivington Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024**

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

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

Long-term debt transactions

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

Issuance of long-term debt	\$ (5,845,010)
Bond principal payments	<u>365,000</u>
Total	<u>\$ (5,480,010)</u>

Amortization expense of the bond discount does not require the use of current resources and therefore, is not reported in the governmental funds.

Amortization of bond discount	<u>\$ (3,037)</u>
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Accrued interest

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

Accrued interest	<u>\$ 4,739</u>
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NOTE C – CASH AND INVESTMENTS

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

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk; however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2024, the District's bank balance was \$27,708 and the District's carrying value was \$14,869. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

**Rivington Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024**

NOTE C – CASH AND INVESTMENTS (CONTINUED)

Investments

As of September 30, 2024, the District had the following investments and maturities:

<u>Investment</u>	<u>Maturity</u>	<u>Fair Value</u>
First American Government Obligation Fund	31 days*	<u>\$ 967,969</u>

*Maturity is a weighted average maturity.

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

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

Based on the criteria in the preceding paragraph, the investments in First American Government Obligation Fund are Level 1 assets.

Interest Rate Risk

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

Credit Risk

The District's investments are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. The investment in First American Government Obligation Fund is rated AAAM by Standards and Poor's.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The investments in the First American Government Obligation Fund represent 100% of the District's investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2024 were typical of these items during the fiscal year then ended. The District considers any decline in fair value for certain investments to be temporary.

**Rivington Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024**

NOTE D – CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2024 was as follows:

	Balance October 1, 2023	Additions	Deletions	Balance September 30, 2024
<u>Governmental Activities:</u>				
Capital assets, not being depreciated:				
Land	\$ 500,000	\$ -	\$ -	\$ 500,000
Construction in progress	2,444,024	-	(2,444,024)	-
Capital Assets, Not Being Depreciated	<u>2,944,024</u>	<u>-</u>	<u>(2,444,024)</u>	<u>500,000</u>
Capital assets, being depreciated:				
Buildings and improvements	1,517,833	-	-	1,517,833
Improvements other than buildings	900,000	-	-	900,000
Infrastructure	20,892,873	8,733,976	-	29,626,849
Equipment	130,000	-	-	130,000
Accumulated depreciation	(109,582)	(787,702)	-	(897,284)
Capital Assets Being Depreciated, Net	<u>23,331,124</u>	<u>7,946,274</u>	<u>-</u>	<u>31,277,398</u>
Govenmental Activites Capital Assets	<u>\$ 26,275,148</u>	<u>\$ 7,946,274</u>	<u>\$ (2,444,024)</u>	<u>\$ 31,777,398</u>

Depreciation of \$787,702 was charged to culture/recreation, \$95,440, and physical environment, \$692,262.

NOTE E – LONG-TERM DEBT

The following is a summary of debt activity for the District for the period ended September 30, 2024:

Long-term debt as of October 1, 2023	\$ 23,118,514
Additional developer advances	5,845,010
Principal payments	<u>(365,000)</u>
Long-term debt as of September 30, 2024	28,598,524
Bond discount, net	<u>(82,788)</u>
Long-term Debt, net as of September 30, 2024	<u>\$ 28,515,736</u>

Rivington Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE E – LONG-TERM DEBT (CONTINUED)

District bonded debt is comprised of the following at September 30, 2024:

Special Assessment Revenue Bonds

\$7,250,000 Series 2020 Special Assessment Revenue Bonds maturing through 2050, at various interest rates between 2.875% and 4.000%, payable May 1 and November 1. Current portion is \$140,000

\$ 5,865,000

\$11,250,000 Series 2022 Special Assessment Revenue Bonds maturing through 2052, at various interest rates between 3.25% and 4%, payable May 1 and November 1. Current portion is \$220,000.

\$ 10,830,000

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2024 are as follows:

Year Ending September 30,	Principal	Interest	Total
2025	\$ 360,000	\$ 645,744	\$ 1,005,744
2026	370,000	634,569	1,004,569
2027	380,000	622,369	1,002,369
2028	395,000	609,838	1,004,838
2029	415,000	595,894	1,010,894
2030-2034	2,295,000	2,747,002	5,042,002
2035-2039	2,790,000	2,270,702	5,060,702
2040-2044	3,385,000	1,677,213	5,062,213
2045-2049	4,140,000	942,800	5,082,800
2050-2052	2,165,000	161,200	2,326,200
Totals	<u>\$ 16,695,000</u>	<u>\$ 10,907,331</u>	<u>\$ 27,602,331</u>

Rivington Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE E – LONG-TERM DEBT (CONTINUED)

Summary of Significant Bonds Resolution Terms and Covenants

Special Assessment Revenue Bonds

The Series 2020 Bonds are subject to redemption at the option of the District prior to their maturity, in whole or in part, at any time after May 1, 2030, at the redemption price of 100% of the principal amount to be rendered plus accrued interest to the date of redemption. The Series 2020 are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Trust Indenture.

The Series 2022 Bonds are subject to redemption at the option of the District prior to their maturity, in whole or in part, at any time after May 1, 2032, at the redemption price of 100% of the principal amount to be rendered plus accrued interest to the date of redemption. The Series 2022 are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Trust Indenture.

The Trust Indenture established certain amounts be maintained in a reserve account. In addition, the Trust Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements.

Depository Funds

The bond resolution establishes certain funds and determines the order in which revenues are to be deposited into these funds. A description of the significant funds, including their purposes, is as follows:

Reserve Funds – The Series 2020 Reserve Account was funded from the proceeds of the Series 2020 Bonds in an amount equal to 50 percent of the maximum annual debt service for the Series 2020 Bonds. The Series 2022 Reserve Account was funded from the proceeds of the Series 2022 Bonds in an amount equal to 50 percent of the maximum annual debt service for the Series 2022 Bonds. Monies held in the reserve accounts will be used only for the purposes established in the Trust Indenture.

The following is a schedule of required reserve balances as of September 30, 2024:

	Reserve Balance	Reserve Requirement
Special Assessment Revenue Bonds, Series 2020	\$ 205,033	\$ 180,834
Special Assessment Revenue Bonds, Series 2022	\$ 321,470	\$ 321,470

Developer Advance

The District entered into an agreement with the Developer to provide funding advances for certain capital projects to be repaid in the future, to the extent funds are available. As of September 30, 2024, the District received Developer advances totaling \$17,862,917 and repaid the Developer \$5,959,393. The Developer advance balance as of September 30, 2024 was \$11,903,524.

Rivington Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE F – ECONOMIC DEPENDENCY

The Developers own a significant portion of land within the District. The District's activity is dependent upon the continued involvement of the Developers, the loss of which could have a material adverse effect on the District's operations. As of September 30, 2024, three board members are affiliated with the Developers.

NOTE G – RISK MANAGEMENT

The government is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. These risks are covered by commercial insurance from independent third parties. There were no claims or settled claims from these risks that have exceeded commercial insurance coverage.

NOTE H – INTERFUND ACTIVITY

Interfund balances at September 30, 2024, consisted of the following:

Interfund Receivable	Interfund Payable
	<u>General Fund</u>
Debt Service Fund 201	\$ 4,910
Debt Service Fund 202	9,032
Capital Projects Fund 301	904
Total	<u>\$ 14,846</u>

Interfund balances relate to revenues/expenditures that were received/paid by one fund on behalf of another.

Interfund transfers for the year ended September 30, 2024, consisted of the following:

Transfers In	Transfers Out			
	<u>Debt Service Fund 201</u>	<u>Debt Service Fund 202</u>	<u>Capital Projects Fund 201</u>	<u>Total</u>
Debt Service Fund 201	\$ -	\$ -	\$ 12,442	\$ 12,442
Capital Projects Fund 301	3,399	-	-	3,399
Capital Projects Fund 302	-	15,902	-	15,902
Total	<u>\$ 3,399</u>	<u>\$ 15,902</u>	<u>\$ 12,442</u>	<u>\$ 31,743</u>

Interfund transfers are in accordance with the Trust Indenture.



**Berger, Toombs, Elam,
Gaines & Frank**

Certified Public Accountants PL

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
Rivington Community Development District
City of DeBary, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements, as listed in the table of contents, of Rivington Community Development District, as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated May 2, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit, we considered Rivington Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Rivington Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Rivington Community Development District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.



To the Board of Supervisors
Rivington Community Development District

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Rivington Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

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

May 2, 2025



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

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MANAGEMENT LETTER

To the Board of Supervisors
Rivington Community Development District
City of DeBary, Florida

Report on the Financial Statements

We have audited the financial statements of the Rivington Community Development District as of and for the year ended September 30, 2024, and have issued our report thereon dated May 2, 2025.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reports and Schedule

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with AICPA Professionals Standards, AT-C Section 315 regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in that report, which is dated May 2, 2025, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been made to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding financial audit report.

To the Board of Supervisors
Rivington Community Development District

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, requires us to apply appropriate procedures and communicate the results of our determination as to whether or not Rivington Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the Rivington Community Development District has not met one of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial conditions assessment procedures as of September 30, 2024 for the Rivington Community Development District. It is management's responsibility to monitor the Rivington Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

The information below was provided by management and has not been audited by us; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, Rivington Community Development District reported:

- 1) The total number of District employees compensated in the last pay period of the District's fiscal year: 0
- 2) The total number of independent contractors, defined as individuals or entities that receive 1099s, to whom nonemployee compensation was paid in the last month of the District's fiscal year: 6
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: \$0
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$521,426
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2023, together with the total expenditures for such project: Construction costs were \$6,289,952.
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The Board did not amend the budget.



To the Board of Supervisors
Rivington Community Development District

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)9, Rules of the Auditor General, the Rivington Community Development District reported:

- 1) The rate or rates of non-ad valorem special assessments imposed by the District:
\$345.36 – \$816.00 for the General Fund and \$687.64 – \$1,783.77 for the Debt Service Funds.
- 2) The amount of special assessments collected by or on behalf of the District: Total special assessments collected was \$1,404,436.
- 3) The total amount of outstanding bonds issued by the District and the terms of such bonds are as follows: Series 2020 and Series 2022 \$5,865,000 and \$10,830,000 due on May 1, 2050 and May 1, 2052 at various rates from 2.875% to 4.000% and 3.25% to 4.000%.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or fraud, waste, or abuse, that has occurred or is likely to have occurred, that has an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*Berger Toombs Elam
Gaines & Frank*

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

May 2, 2025



**Berger, Toombs, Elam,
Gaines & Frank**

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

**INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE
WITH SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors
Rivington Community Development District
City of DeBary, Florida

We have examined Rivington Community Development District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2024. Management is responsible for Rivington Community Development District's compliance with those requirements. Our responsibility is to express an opinion on Rivington Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Rivington Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Rivington Community Development District's compliance with the specified requirements.

In our opinion, Rivington Community Development District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2024.

A handwritten signature in black ink, written in a cursive style, that reads "Berger Toombs Elam Gaines & Frank".

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

May 2, 2025

**MINUTES OF MEETING
RIVINGTON COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Rivington Community Development District was held Wednesday, May 28, 2025, at 11:30 a.m. at the Rivington Recreation Center, Located at 833 Terrapin Drive, DeBary, Florida 32713.

Present and constituting a quorum were:

Jeff Reader	Chairperson
Kimberly Locher	Vice-Chairperson (<i>Via Phone</i>)
Marlene DeMarco	Assistant Secretary
George Bassen	Assistant Secretary

Also participating, either in person or via communication media technology, were:

Samantha Harvey	District Manager: Inframark
Jennifer Goldyn	District Manager: Inframark
Kyle Goldberg	Field Inspector
Howard Neal	Field Operations Director

Residents and Members of the Public

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Ms. Harvey called the meeting to order at 11:30 a.m. Ms. Harvey called the roll and stated a quorum was present for the meeting.

SECOND ORDER OF BUSINESS

Adoption of the Agenda

On MOTION by Mr. Reader, seconded by Mr. Bassen, with all in favor, the agenda was adopted. 4.0

THIRD ORDER OF BUSINESS

**Audience Comments - Three (3)
Minute Limit**

- An audience member discussed pool concerns and is requesting a solution to control traffic and non-resident activity. The Board explained the cameras have been added, and the community is growing, however they are working on a solution for the best interest of the District. Ms. Goldyn explained the pool key card procedure.

FOURTH ORDER OF BUSINESS

Staff Reports

A. Field Manger

i. Review of May Field Inspections Report

Mr. Neal reviewed the May field inspections report as provided in the agenda. The irrigation clock was installed wrong; Mr. Neal will get with Cepra to rectify.

ii. Consideration of the CEPRA Vegetation Clean Up along Leisure World Rd Proposal

Mr. Neal spoke about the delineators and the price at \$60 a piece. The Board would like them to be placed at each crossing. Ms. Goldyn will send the proposal to Mr. Reader for approval. Field provided the Cepra proposal for review. Tabled.

iii. Consideration of the Maintenance Solutions Proposal

On MOTION by Mr. Reader seconded by Mr. Bassen, with all in favor, Field provided a proposal to install a fence for privacy and unwanted traffic at a cost of \$1,598.50, this was approved. 4.0

B. District Manager

i. Presentation of the Preliminary Fiscal Year 2026 Budget

Ms. Goldyn gave the budget presentation and reviewed the budget line item by line item with the Board. Ms. Goldyn asked about the Emergency & Disaster Relief line item and the Board decided they did not want to add anything to this line item for Fiscal Year 2026. The Board requested that Field start the informal bid process.

On MOTION by Mr. Bassen, seconded by Mr. Reader with all in favor, Kyle to Spearhead this project. The security monitoring system is a new addition of \$450 monthly; this is a new line item on the budget. Ms. Goldyn gave the recommendation for a pool monitor for the weekends and holidays. This would be an additional cost of \$30,000 for Fiscal Year 2026.

- Ms. Goldyn explained the community is aging and will require a sizeable reserve in the future. Ms. Goldyn recommended that we keep the budget at high water mark and any changes can be made to decrease the budget at the Public Hearing. Ms. Goldyn explained there will be a letter sent out to the residents explaining the increase in assessments.

ii. Resolution 2025-05; Approving the Budget and Setting a Public Hearing Thereon

On MOTION by Mr. Reader seconded by Mr. Bassen, with all in favor, Resolution 2025-05; Approving the Budget and Setting a Public Hearing was approved. 4.0

4B. iii. Number of Registered Voters (763)

- Ms. Goldyn gave the count on the registered voters in the community.
- Discussion on Pool Company - Ms. Goldyn discussed the current pool company and them switching to liquid chlorine versus tablets and that the owner will be coming by the property on a more regular basis to observe the pool conditions are improving.
- Discussion on Calendar - Mr. Bassen asked about adding a calendar to the website for event scheduling and an amenity link to the forms.

C. District Counsel

D. District Engineer

FIFTH ORDER OF BUSINESS

Business Items

None.

SIXTH ORDER OF BUSINESS

Business Administration

A. Approval of the Meeting Minutes

- Under separate cover.

B. Review of the April Financial Statements

Ms. Goldyn presented the financials, and the Board did not have any questions.

C. Acceptance of the April Check Registers and Invoice Summary

On MOTION by Mr. Bassen, seconded by Mr. Reader, with all in favor, the Board accepted the check register. 4-0

SEVENTH ORDER OF BUSINESS

Supervisor Requests

Mr. Reader would like Field to obtain new options for the planters around the pool. The Board would like Holiday light proposals. The Board agreed that there will be no amenity room rentals on Holidays and blackout dates.

123 **EIGHTH ORDER OF BUSINESS**

Adjournment

124

125

126

127

128

129

On MOTION by Mr. Bassen, seconded by Mr. Reader, with all in favor, the meeting adjourned at 1:02 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

RIVINGTON
Community Development District

Financial Report

May 31, 2025

Prepared by



RivingtonCommunity Development District

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RIVINGTON
Community Development District

Financial Statements

(Unaudited)

May 31, 2025

Balance Sheet
May 31, 2025

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2020 - DEBT SERVICE FUND	SERIES 2022 - DEBT SERVICE FUND	SERIES 2022 - CAPITAL PROJECTS FUND	GENERAL LONG- TERM DEBT FUND	TOTAL
ASSETS						
Cash - Checking Account	\$ 368,932	\$ -	\$ -	\$ -	\$ -	\$ 368,932
Accounts Receivable	100	-	-	-	-	100
Due From Other Funds	-	636	1,126	-	-	1,762
Investments:						
Construction Fund	-	-	-	1,068	-	1,068
Prepayment Account	-	1,172	27,511	-	-	28,683
Reserve Fund	-	205,033	321,470	-	-	526,503
Revenue Fund	-	182,306	270,664	-	-	452,970
Deposits	5,486	-	-	-	-	5,486
Amount Avail In Debt Services	-	-	-	-	954,877	954,877
Amount To Be Provided	-	-	-	-	15,928,158	15,928,158
TOTAL ASSETS	\$ 374,518	\$ 389,147	\$ 620,771	\$ 1,068	\$ 16,883,035	\$ 18,268,539
LIABILITIES						
Accrued Expenses	10,333	-	-	-	-	10,333
Retainage Payable	-	-	-	495,846	-	495,846
Accrued Interest Payable	-	-	-	-	269,060	269,060
Deposits	2,500	-	-	-	-	2,500
Revenue Bonds Payable-Current	-	-	-	-	360,000	360,000
Bonds Payable	-	-	-	-	16,335,000	16,335,000
Due To Other Funds	1,762	-	-	-	-	1,762
Bond Prem/Discount	-	-	-	-	(85,825)	(85,825)
Acc Amort - Bond Prem/Disc	-	-	-	-	4,800	4,800
TOTAL LIABILITIES	14,595	-	-	495,846	16,883,035	17,393,476
FUND BALANCES						
Nonspendable:						
Deposits	5,486	-	-	-	-	5,486
Restricted for:						
Debt Service	-	389,147	620,771	-	-	1,009,918
Unassigned:	354,437	-	-	(494,778)	-	(140,341)
TOTAL FUND BALANCES	\$ 359,923	\$ 389,147	\$ 620,771	\$ (494,778)	\$ -	\$ 875,063
TOTAL LIABILITIES & FUND BALANCES	\$ 374,518	\$ 389,147	\$ 620,771	\$ 1,068	\$ 16,883,035	\$ 18,268,539

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Room Rentals	-	-	450	450
Special Assmnts- Tax Collector	755,618	755,618	750,097	(5,521)
Special Assmnts- CDD Collected	180,792	180,792	3,397	(177,395)
Special Assmnts- Discounts	(22,795)	(22,795)	(28,545)	(5,750)
Developer Contribution	-	-	50,000	50,000
Other Miscellaneous Revenues	-	-	250	250
Access Cards	225	150	1,750	1,600
TOTAL REVENUES	913,840	913,765	777,399	(136,366)
EXPENDITURES				
Administration				
P/R-Board of Supervisors	6,000	4,000	1,200	2,800
FICA Taxes	500	333	92	241
ProfServ-Dissemination Agent	1,000	1,000	-	1,000
ProfServ-Engineering	15,000	10,000	-	10,000
ProfServ-Mgmt Consulting	52,451	34,967	34,967	-
ProfServ-Property Appraiser	427	427	-	427
ProfServ-Tax Collector	427	427	-	427
ProfServ-Trustee Fees	10,000	10,000	8,281	1,719
Attorney Fees	20,000	13,335	1,341	11,994
Auditing Services	4,000	4,000	3,300	700
Postage	600	400	7	393
Telephone, Cable & Internet Service	2,300	1,533	1,132	401
Insurance	34,300	34,300	31,775	2,525
Printing and Binding	200	132	-	132
Legal Advertising	6,000	4,000	806	3,194
Misc-Assessment Collection Cost	2,849	2,849	-	2,849
Misc-Contingency	1,500	1,000	880	120
Other Current Charges	500	332	-	332
Website Expense	3,500	2,332	1,579	753
Office Supplies	200	132	-	132
Dues, Licenses, Subscriptions	175	175	175	-
Total Administration	161,929	125,674	85,535	40,139

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Field</u>				
ProfServ-Field Management	28,750	19,167	19,167	-
Contracts-Pools	28,510	19,007	17,510	1,497
Contracts - Landscape	125,000	83,333	103,375	(20,042)
Amenity Center Pest Control	1,000	667	414	253
Electricity - General	19,200	12,800	14,741	(1,941)
Electricity - Streetlights	100,000	66,668	51,134	15,534
Utility - Water & Sewer	23,000	15,333	14,494	839
Waste Removal	4,000	2,668	2,467	201
R&M-Aquatic Weed Control	14,000	9,333	11,060	(1,727)
R&M-Other Landscape	20,000	20,000	10,628	9,372
R&M-Irrigation	10,000	10,000	10,206	(206)
R&M-Pools	20,000	13,333	1,672	11,661
Amenity Maintenance & Repairs	45,000	30,000	39,001	(9,001)
Capital Outlay	1,000	668	-	668
Total Field	439,460	302,977	295,869	7,108
<u>Reserves</u>				
Reserve - Other	126,700	126,700	12,369	114,331
Total Reserves	126,700	126,700	12,369	114,331
TOTAL EXPENDITURES & RESERVES	728,089	555,351	393,773	161,578
Excess (deficiency) of revenues Over (under) expenditures	185,751	358,414	383,626	25,212
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	185,751	-	-	-
TOTAL FINANCING SOURCES (USES)	185,751	-	-	-
Net change in fund balance	\$ 185,751	\$ 358,414	\$ 383,626	\$ 25,212
FUND BALANCE, BEGINNING (OCT 1, 2024)	(33,543)	(33,543)	(33,543)	
FUND BALANCE, ENDING	\$ 152,208	\$ 324,871	\$ 350,083	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending May 31, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 260	\$ 172	\$ 11,785	\$ 11,613
Special Assmnts- Tax Collector	379,660	379,660	376,886	(2,774)
Special Assmnts- Discounts	(15,329)	(15,329)	(14,343)	986
TOTAL REVENUES	364,591	364,503	374,328	9,825
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	1,916	1,916	-	1,916
Total Administration	1,916	1,916	-	1,916
Debt Service				
Principal Debt Retirement	140,000	140,000	140,000	-
Interest Expense	222,613	222,613	222,613	-
Total Debt Service	362,613	362,613	362,613	-
TOTAL EXPENDITURES	364,529	364,529	362,613	1,916
Excess (deficiency) of revenues				
Over (under) expenditures	62	(26)	11,715	11,741
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	62	-	-	-
TOTAL FINANCING SOURCES (USES)	62	-	-	-
Net change in fund balance	\$ 62	\$ (26)	\$ 11,715	\$ 11,741
FUND BALANCE, BEGINNING (OCT 1, 2024)	377,432	377,432	377,432	
FUND BALANCE, ENDING	\$ 377,494	\$ 377,406	\$ 389,147	

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 15	\$ 10	\$ 18,012	\$ 18,002
Special Assmnts- Tax Collector	672,205	672,205	667,293	(4,912)
Special Assmnts- CDD Collected	294,433	294,433	-	(294,433)
Special Assmnts- Discounts	(14,597)	(14,597)	(25,394)	(10,797)
TOTAL REVENUES	952,056	952,051	659,911	(292,140)
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	18,246	18,246	-	18,246
Total Administration	18,246	18,246	-	18,246
Debt Service				
Principal Debt Retirement	220,000	220,000	220,000	-
Interest Expense	423,131	423,131	423,131	-
Total Debt Service	643,131	643,131	643,131	-
TOTAL EXPENDITURES	661,377	661,377	643,131	18,246
Excess (deficiency) of revenues Over (under) expenditures	290,679	290,674	16,780	(273,894)
OTHER FINANCING SOURCES (USES)				
Interfund Transfer - In	-	-	27,511	27,511
Operating Transfers-Out	-	-	(8,957)	(8,957)
Contribution to (Use of) Fund Balance	290,679	-	-	-
TOTAL FINANCING SOURCES (USES)	290,679	-	18,554	18,554
Net change in fund balance	\$ 290,679	\$ 290,674	\$ 35,334	\$ (255,340)
FUND BALANCE, BEGINNING (OCT 1, 2024)	585,437	585,437	585,437	
FUND BALANCE, ENDING	\$ 876,116	\$ 876,111	\$ 620,771	

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending May 31, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ -	\$ -	\$ 579	\$ 579
Developer Contribution	-	-	5,519	5,519
TOTAL REVENUES	-	-	6,098	6,098
EXPENDITURES				
Other Physical Environment				
Capital Improvements	-	-	7,294	(7,294)
Total Other Physical Environment	-	-	7,294	(7,294)
TOTAL EXPENDITURES	-	-	7,294	(7,294)
Excess (deficiency) of revenues Over (under) expenditures	-	-	(1,196)	(1,196)
OTHER FINANCING SOURCES (USES)				
Interfund Transfer - In	-	-	8,957	8,957
Operating Transfers-Out	-	-	(27,511)	(27,511)
TOTAL FINANCING SOURCES (USES)	-	-	(18,554)	(18,554)
Net change in fund balance	\$ -	\$ -	\$ (19,750)	\$ (19,750)
FUND BALANCE, BEGINNING (OCT 1, 2024)	-	-	(475,899)	
FUND BALANCE, ENDING	\$ -	\$ -	\$ (495,649)	

RIVINGTON
Community Development District

Supporting Schedules

May 31, 2025

Rivington

Community Development District

Monthly Collection Report Volusia County Tax Collector-Monthly Collection Report For the Fiscal Year Ending September 30, 2025

							ALLOCATION BY FUND			
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Cost Tax Collector	Collection Cost Property Appraiser	Gross Amount Received	General Fund	Series 2020 Debt Service Fund	Series 2022 Debt Service Fund		
Assessments Levied FY2025					\$ 1,807,484	\$ 755,618	\$ 379,660	\$ 672,205		
Allocation %					100%	42%	21%	37%		
11/08/24	\$ 169	\$ 7	\$ -	\$ -	\$ 176	\$ 74	\$ 37	\$ 65		
11/15/24	\$ 9,835	\$ 393	\$ -	\$ -	\$ 10,229	\$ 4,276	\$ 2,149	\$ 3,804		
11/26/24	\$ 26,281	\$ 1,051	\$ -	\$ -	\$ 27,332	\$ 11,426	\$ 5,741	\$ 10,165		
12/06/24	\$ 375,191	\$ 15,008	\$ -	\$ -	\$ 390,199	\$ 163,123	\$ 81,961	\$ 145,115		
12/20/24	\$ 1,269,810	\$ 50,792	\$ -	\$ -	\$ 1,320,603	\$ 552,078	\$ 277,391	\$ 491,134		
01/03/25	\$ 12,988	\$ 390	\$ -	\$ -	\$ 13,378	\$ 5,592	\$ 2,810	\$ 4,975		
01/17/25	\$ 11,356	\$ 341	\$ -	\$ -	\$ 11,696	\$ 4,890	\$ 2,457	\$ 4,350		
01/22/25	\$ 10,696	\$ 214	\$ -	\$ -	\$ 10,910	\$ 4,561	\$ 2,292	\$ 4,058		
02/21/25	\$ 1,969	\$ 39	\$ -	\$ -	\$ 2,008	\$ 840	\$ 422	\$ 747		
03/14/25	\$ 1,513	\$ 15	\$ -	\$ -	\$ 1,528	\$ 639	\$ 321	\$ 568		
04/25/25	\$ 3,159	\$ 32	\$ -	\$ -	\$ 3,190	\$ 1,334	\$ 670	\$ 1,186		
05/09/25	\$ 3,027	\$ -	\$ -	\$ -	\$ 3,027	\$ 1,266	\$ 636	\$ 1,126		
TOTAL	\$ 1,725,994	\$ 68,282	\$ -	\$ -	\$ 1,794,276	\$ 750,097	\$ 376,886	\$ 667,293		
% COLLECTED							99%	99%	99%	99%
TOTAL OUTSTANDING					\$ 13,208	\$ 5,522	\$ 2,774	\$ 4,912		

Rivington

Community Development District

Cash and Investments Report**May 31, 2025**

<u>Account Name</u>	<u>Bank Name</u>	<u>Yield</u>	<u>Balance</u>
GENERAL FUND			
Checking Account - Operating	Truist	0.00%	\$ 368,932
		Subtotal GF	<u>\$ 368,932</u>
DEBT SERVICE CONSTRUCTION FUND			
DEBT SERVICE FUNDS			
Series 2020 Prepayment Fund	US Bank	3.94%	\$ 1,172
Series 2022 Prepayment Fund	US Bank	3.94%	\$ 27,511
Series 2020 Reserve Fund	US Bank	3.94%	\$ 205,033
Series 2022 Reserve Fund	US Bank	3.94%	\$ 321,470
Series 2020 Revenue Fund	US Bank	3.94%	\$ 182,306
Series 2022 Revenue Fund	US Bank	3.94%	\$ 270,664
Series 2022 Acquisition and Construction	US Bank	3.94%	\$ 1,068
		Subtotal	<u>\$ 1,009,224</u>
		Total	<u>\$ 1,378,156</u>

Bank Account Statement

Rivington CDD

Bank Account No. 1475
Statement No. 05-25

Statement Date 05/31/2025

G/L Account No. 101001 Balance	365,022.61	Statement Balance	395,939.06
		Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	395,939.06
Subtotal	365,022.61	Outstanding Checks	-27,007.45
Negative Adjustments	0.00		
		Ending Balance	368,931.61
Ending G/L Balance	365,022.61		

Outstanding Checks					
03/24/2025	Payment	2529	VOID CHECK	Check for Vendor V00026	-0.10
04/08/2025	Payment	2530	VOID CHECK	Check for Vendor V00026	-0.10
05/06/2025	Payment	100062	DAVID G WILLIAMSON	Inv: 032825-8450, Inv: 042825-8793	-138.00
05/29/2025	Payment	100067	INFRAMARK LLC	Inv: 149061	-6,766.75
05/29/2025	Payment	100068	CEPRA LANDSCAPE	Inv: O-N4103-1, Inv: O-N4512	-16,802.50
05/29/2025	Payment	100071	BERGER TOOMBS ELAM	Inv: 372139	-3,300.00
Total Outstanding Checks					-27,007.45
Outstanding Deposits					
Total Outstanding Deposits					

RIVINGTON
Community Development District

Check Register

05/01/2025-05/31/2025

RIVINGTON COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 5/01/2025 to 5/31/2025

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001							
CHECK # 100058							
001	05/06/25	CEPRA LANDSCAPE	O-N4457	May Landscape Services	Contracts - Landscape	534171-53901	\$14,475.00
001	05/06/25	CEPRA LANDSCAPE	O-N4356	Spring annual swap out	Spring annuals	546036-53901	\$675.00
001	05/06/25	CEPRA LANDSCAPE	O-N4362	March - Monthly irrigation repairs	R&M-Irrigation	546041-53901	\$2,858.00
001	05/06/25	CEPRA LANDSCAPE	O-N4388	New addendum for phase 4 landscape	Contracts - Landscape	534171-53901	\$1,775.00
001	05/06/25	CEPRA LANDSCAPE	O-N4298	April landscape service	Contracts - Landscape	534171-53901	\$12,700.00
Check Total							\$32,483.00
CHECK # 100059							
001	05/06/25	SOUTHEAST POOLS LLC	11757	April pool service and repairs	April pool maintenance	534078-53901	\$2,084.00
001	05/06/25	SOUTHEAST POOLS LLC	11757	April pool service and repairs	pool repairs	546074-53901	\$343.80
001	05/06/25	SOUTHEAST POOLS LLC	11813	Replacement chlorine feeder pump	R&M-Pools	546074-53901	\$667.96
001	05/06/25	SOUTHEAST POOLS LLC	11799	May pool service and algae treatment	Contracts-Pools	534078-53901	\$2,084.00
001	05/06/25	SOUTHEAST POOLS LLC	11799	May pool service and algae treatment	R&M-Pools	546074-53901	\$125.00
Check Total							\$5,304.76
CHECK # 100060							
001	05/06/25	AQUATIC WEED CONTROL INC	107900	Monthly aquatic service - April	R&M-Aquatic Weed Control	546007-53901	\$1,435.00
001	05/06/25	AQUATIC WEED CONTROL INC	109039	may aquatic maintenance	R&M-Aquatic Weed Control	546007-53901	\$1,435.00
Check Total							\$2,870.00
CHECK # 100061							
001	05/06/25	HOAG LAND SERVICES LLC	5225	Demo & install of 8 sabal palms	R&M-Other Landscape	546036-53901	\$6,525.00
001	05/06/25	HOAG LAND SERVICES LLC	4125	Tree Removal on retention at Hyperion Dr.	R&M-Other Landscape	546036-53901	\$900.00
Check Total							\$7,425.00
CHECK # 100062							
001	05/06/25	DAVID G WILLIAMSON	032825-8450	Pest control 3.28.25	PEST CONTROL	534181-53901	\$69.00
001	05/06/25	DAVID G WILLIAMSON	042825-8793	monthly pest control 4.28.25	Amenity Center Pest Control	534181-53901	\$69.00
Check Total							\$138.00
CHECK # 100063							
001	05/06/25	SAFE TOUCH LLC	19977	Monthly security monitoring	Reserve - Other	568114-58100	\$450.00
Check Total							\$450.00
CHECK # 100064							
001	05/06/25	INFRAMARK LLC	146023	Field service materials - Touch up paint and lamps for lights and GO Daddy website hosting	Amenity repairs	546176-53901	\$119.71
001	05/06/25	INFRAMARK LLC	146023	Field service materials - Touch up paint and lamps for lights and GO Daddy website hosting	Domain renewal	549933-51301	\$26.65
Check Total							\$146.36
CHECK # 100065							
001	05/13/25	INFRAMARK LLC	147960	WORK ORDER 123-1-2024	FIELD OPERATIONS	546176-53901	\$715.00
Check Total							\$715.00
CHECK # 100066							
001	05/29/25	COBB & COLE, P.A.	65224	Consulted with Staff regarding matter updates on 4/4/25	LEGAL COUNSEL	531058-51401	\$45.00
Check Total							\$45.00
CHECK # 100067							
001	05/29/25	INFRAMARK LLC	149061	Management & Field Fees May 2025	MAY 2024 MGMT FEES	531027-51301	\$4,370.92
001	05/29/25	INFRAMARK LLC	149061	Management & Field Fees May 2025	FIELD OPERATIONS MAY 2025	531016-53901	\$2,395.83
Check Total							\$6,766.75
CHECK # 100068							
001	05/29/25	CEPRA LANDSCAPE	O-N4512	Remove declining African iris and install new liriopae along both beds	R&M-Other Landscape	546036-53901	\$4,102.50
001	05/29/25	CEPRA LANDSCAPE	O-N4103-1	MARCH 2025 LANDSCAPE MAINT	LANDSCAPE MAINT	534171-53901	\$12,700.00
Check Total							\$16,802.50
CHECK # 100069							
001	05/29/25	VIKING SECURITY, INC	413437	Services from 05/01-07/31/2025 monitoring and card access	monthly monitoring and card access May	546176-53901	\$150.00
Check Total							\$150.00
CHECK # 100070							
001	05/29/25	PIP PRINTING & MARKETING	157640	POOL SIGNAGE	Misc-Contingency	549900-51301	\$681.99
Check Total							\$681.99

RIVINGTON COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 5/01/2025 to 5/31/2025

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 100071							
001	05/29/25	BERGER TOOMBS ELAM	372139	Audit for 2024	2024 audit	532002-51301	\$3,300.00
Check Total							\$3,300.00
CHECK # 100072							
001	05/29/25	SAFE TOUCH LLC	19936	May video monitoring	Amenity Maintenance & Repairs	546176-53901	\$450.00
Check Total							\$450.00
CHECK # 2531							
001	05/06/25	AT&T	041525-5056	service from March 16th to April 15th	Field Operations	531140-51301	\$213.29
Check Total							\$213.29
CHECK # 2532							
001	05/06/25	US BANK	7694411	Trustee fees	TRUSTEE FEES 3/1/25-2/28/26	531045-51301	\$4,240.63
Check Total							\$4,240.63
CHECK # 2533							
001	05/14/25	US BANK	7728511	TRUSTEE FEES	ProfServ-Trustee Fees	531045-51301	\$4,040.63
Check Total							\$4,040.63
CHECK # 300006							
001	05/29/25	WASTE PRO - ACH	0001468423	Waste Removal May	REFUSE REMOVAL	543082-53901	\$273.76
Check Total							\$273.76
CHECK # DD338							
001	05/05/25	FLORIDA DEPARTMENT OF HEALTH	64-BID-7783280 ACH	Pool permit	R&M-Pools	546074-53901	\$250.35
Check Total							\$250.35
CHECK # DD343							
001	05/28/25	FPL - ACH	051425 ACH	BILL PRD 3/27-4/28/25	Electricity - General	543006-53901	\$1,547.47
001	05/28/25	FPL - ACH	051425 ACH	BILL PRD 3/27-4/28/25	Electricity - Streetlights	543013-53901	\$6,916.56
Check Total							\$8,464.03
CHECK # DD345							
001	05/22/25	VOLUSIA COUNTY WATER - ACH	50125 ACH	Reclaimed Water 3/24-4/21/25	Field Operations	531140-53901	\$1,663.35
Check Total							\$1,663.35
CHECK # DD346							
001	05/22/25	VOLUSIA COUNTY WATER - ACH	050225 ACH	BILL PRD 3/21-4/2/25	BILL PRD 3/21-4/21/25	531140-53901	\$779.91
001	05/22/25	VOLUSIA COUNTY WATER - ACH	050225 ACH	Credit Memo 000042	BILL PRD 3/21-4/21/25	531140-53901	(\$483.13)
Check Total							\$296.78
Fund Total							\$97,171.18
201	05/20/25	RIVINGTON CDD C/O US BANK	05142025-1	TRFR TAX RECEIPTS SER 2020	Due From Other Funds	131000	\$981.23
201	05/20/25	RIVINGTON CDD C/O US BANK	05142025-1	Credit Memo 000040	TRFR TAX RECEIPTS SER 2020	131000	(\$981.23)
202	05/20/25	RIVINGTON CDD C/O US BANK	05142025-2	Transfer of Assessment	Due From Other Funds	131000	\$9,728.33
202	05/20/25	RIVINGTON CDD C/O US BANK	05142025-2	Credit Memo 000039	Transfer of Assessment	131000	(\$9,728.33)
Total Checks Paid							\$97,171.18

RIVINGTON COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 5/01/2025 to 5/31/2025

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
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GENERAL FUND - 001

CHECK # 100064

001	05/06/25	INFRAMARK LLC	146023	Field service materials - Touch up paint and lamps for lights and GO Daddy website hosting	Amenity repairs	546176-53901	\$119.71
001	05/06/25	INFRAMARK LLC	146023	Field service materials - Touch up paint and lamps for lights and GO Daddy website hosting	Domain renewal	549933-51301	\$26.65

Check Total	\$146.36
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CHECK # 100065

001	05/13/25	INFRAMARK LLC	147960	WORK ORDER 123-1-2024	FIELD OPERATIONS	546176-53901	\$715.00
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Check Total	\$715.00
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CHECK # 100066

001	05/29/25	COBB & COLE, P.A.	65224	Consulted with Staff regarding matter updates on 4/4/25	LEGAL COUNSEL	531058-51401	\$45.00
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Check Total	<u>\$45.00</u>
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CHECK # 100067

001	05/29/25	INFRAMARK LLC	149061	Management & Field Fees May 2025	MAY 2024 MGMT FEES	531027-51301	\$4,370.92
001	05/29/25	INFRAMARK LLC	149061	Management & Field Fees May 2025	FIELD OPERATIONS MAY 2025	531016-53901	\$2,395.83

Check Total	\$6,766.75
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Inframark LLC
2002 West Grand Parkway North
Suite 100
Katy, TX 77449

Invoice: 146023
Invoice Date: 3/20/2025
Due Date: 4/19/2025
Terms: Net 30
Project ID:
PO #:

Bill To:
Rivington Community Development District
210 N University Dr Ste 702
Coral Springs FL 33071-7320
United States

Services provided for the Month of: February 2025

SALES DESCRIPTION	QUANTITY	UNITS	RATE	AMOUNT
Howard F Neal 01-20-25 - THE HOME DEPOT #0287 : Touch up paint for black railing at clubhouse : \$36.58 / Todd Kendall 02-03-25 - THE HOME DEPOT #6323 : Lamps for the lights at Rivington : \$83.13 / Sandra H Demarco 01-24-25 - DNH*GODADDY.COM : domain and email renewals : \$26.65	1	Ea	\$146.36	\$146.36
Postage	1	Ea	\$4.14	\$4.14
Subtotal				\$150.50
Tax Total (0%)				\$0.00
Total Due				\$150.50

**Remit To : Inframark LLC, PO BOX 733778, Dallas,
Texas, 75373-3778**

*To pay by Credit Card, please contact us at
281-578-4299, 9:00am - 5:30pm EST, Monday –
Friday. A surcharge fee may
apply.*

*To pay via ACH or Wire, please refer to our banking
information below:*

*Account Name: INFRAMARK, LLC
ACH - Bank Routing Number: 111000614 / Account
Number: 912593196
Wire - Bank Routing Number: 021000021 / SWIFT
Code: CHASUS33 / Account Number: 912593196*

*Please include the Customer ID and the Invoice
Number on your form of payment.*



Inframark LLC
2002 West Grand Parkway North
Suite 100
Katy, TX 77449

Invoice: 147960
Invoice Date: 4/21/2025
Due Date: 5/21/2025
Terms: Net 30
Project ID:
PO #:

Bill To:
Rivington Community Development District
210 N University Dr Ste 702
Coral Springs FL 33071-7320
United States
Services provided for the Month of: March 2025

SALES DESCRIPTION	QUANTITY	UNITS	RATE	AMOUNT
Work Order # 123-1-2024	1	Ea	\$715.00	\$715.00
				Subtotal
				\$715.00
				Tax Total
				\$0.00
				Total Due
				\$715.00

**Remit To : Inframark LLC, PO BOX 733778, Dallas,
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Code: CHASUS33 / Account Number: 912593196*

*Please include the Customer ID and the Invoice
Number on your form of payment.*

**Inframark**

313 Campus Street, Celebration FL 34747

Phone: 407-922-5086

Date 12/05/2024**Work Order #** 123-1-2024**Customer ID** Rivington CDD**Proposal For:**

Rivington CDD

Quotation valid until 01/31/2025**Prepared by:** Howard Neal

Description		Unit Price	Quantity	Amount
Rivington Dr Entrance Monument Walls:		\$65.00	11	\$715.00
<ul style="list-style-type: none"> ✓ Pressure wash walls, coping and sign ✓ Prepare walls and coping for painting ✓ Paint walls gray and coping white 				
Total	Labor and Materials			\$715.00

Full payment is due within 60 days of finalizing the project.

If you have any questions concerning this quotation, contact Howard Neal at

howard.neal@Inframark.com

By: Howard Neal

By: _____

Date: 12/05/2024

Date: _____

Inframark

Rivington CDD



Cobb Cole, P.A.

One Daytona Boulevard
Suite 600
Daytona Beach, FL 32114
US
Invoices@cobbcole.com
www.cobbcole.com
O: (386) 255-8171

INVOICE

Number	65224
Issue Date	5/2/2025
Due Date	6/1/2025
Matter	46558 - General Work in Progress
Email	InframarkCMS@payableslockbox.com

Bill To:

46558 - Rivington Community Development District
210 N. University Drive, Suite 702
Coral Springs, FL 33071

Time Entries

Time Entries	Billed By	Hours	Sub
Billable 4/4/2025 Consulted with Staff regarding matter updates.	Mark A Watts	0.10	\$45.00
		0.10	\$45.00

Total (USD)	\$45.00
Paid	\$0.00
Balance	\$45.00
Total Outstanding	\$45.00

Terms & Conditions

Timekeeper Totals

Name	Rate	Hours	Total
Mark A Watts	\$450.00	0.10	\$45.00

Trust Account Balance

Date	Item	Amount	Balance
5/5/2025	Current Balance		\$0.00



Inframark LLC
2002 West Grand Parkway North
Suite 100
Katy, TX 77449

Invoice: 149061
Invoice Date: 5/2/2025
Due Date: 6/1/2025
Terms: Net 30
Project ID:
PO #:

Bill To:
Rivington Community Development District
210 N University Dr Ste 702
Coral Springs FL 33071-7320
United States
Services provided for the Month of: May 2025

SALES DESCRIPTION	QUANTITY	UNITS	RATE	AMOUNT
Administrative Fees	1	Ea	\$4,370.92	\$4,370.92
Field Operations	1	Ea	\$2,395.83	\$2,395.83
				Subtotal
				\$6,766.75
				Tax Total
				\$0.00
				Total Due
				\$6,766.75

**Remit To : Inframark LLC, PO BOX 733778, Dallas,
Texas, 75373-3778**

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Code: CHASUS33 / Account Number: 912593196*

*Please include the Customer ID and the Invoice
Number on your form of payment.*

RIVINGTON
Community Development District

Financial Report

June 30, 2025

Prepared by



RivingtonCommunity Development District

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RIVINGTON
Community Development District

Financial Statements

(Unaudited)

June 30, 2025

Balance Sheet
June 30, 2025

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2020 - DEBT SERVICE FUND	SERIES 2022 - DEBT SERVICE FUND	SERIES 2022 - CAPITAL PROJECTS FUND	GENERAL LONG- TERM DEBT FUND	TOTAL
ASSETS						
Cash - Checking Account	\$ 328,298	\$ -	\$ -	\$ -	\$ -	\$ 328,298
Accounts Receivable	100	-	-	-	-	100
Due From Other Funds	-	2,545	4,505	-	-	7,050
Investments:						
Construction Fund	-	-	-	2,140	-	2,140
Prepayment Account	-	1,172	27,511	-	-	28,683
Reserve Fund	-	205,033	312,612	-	-	517,645
Revenue Fund	-	183,595	280,484	-	-	464,079
Deposits	5,486	-	-	-	-	5,486
Amount Avail In Debt Services	-	-	-	-	954,877	954,877
Amount To Be Provided	-	-	-	-	15,568,158	15,568,158
TOTAL ASSETS	\$ 333,884	\$ 392,345	\$ 625,112	\$ 2,140	\$ 16,523,035	\$ 17,876,516
LIABILITIES						
Accounts Payable	\$ 1,350	\$ -	\$ -	\$ -	\$ -	\$ 1,350
Accrued Expenses	14,124	-	-	-	-	14,124
Retainage Payable	-	-	-	495,846	-	495,846
Accrued Interest Payable	-	-	-	-	269,060	269,060
Deposits	2,500	-	-	-	-	2,500
Revenue Bonds Payable-Current	-	-	-	-	370,000	370,000
Bonds Payable	-	-	-	-	15,965,000	15,965,000
Due To Other Funds	6,179	-	-	871	-	7,050
Bond Prem/Discount	-	-	-	-	(85,825)	(85,825)
Acc Amort - Bond Prem/Disc	-	-	-	-	4,800	4,800
TOTAL LIABILITIES	24,153	-	-	496,717	16,523,035	17,043,905
FUND BALANCES						
Nonspendable:						
Deposits	5,486	-	-	-	-	5,486
Restricted for:						
Debt Service	-	392,345	625,112	-	-	1,017,457
Unassigned:	304,245	-	-	(494,577)	-	(190,332)
TOTAL FUND BALANCES	\$ 309,731	\$ 392,345	\$ 625,112	\$ (494,577)	\$ -	\$ 832,611
TOTAL LIABILITIES & FUND BALANCES	\$ 333,884	\$ 392,345	\$ 625,112	\$ 2,140	\$ 16,523,035	\$ 17,876,516

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Room Rentals	-	-	450	450
Special Assmnts- Tax Collector	755,618	755,618	753,896	(1,722)
Special Assmnts- CDD Collected	180,792	180,792	3,397	(177,395)
Special Assmnts- Discounts	(22,795)	(22,795)	(28,545)	(5,750)
Developer Contribution	-	-	50,000	50,000
Other Miscellaneous Revenues	-	-	250	250
Access Cards	225	169	1,750	1,581
TOTAL REVENUES	913,840	913,784	781,198	(132,586)
EXPENDITURES				
Administration				
P/R-Board of Supervisors	6,000	4,500	1,200	3,300
FICA Taxes	500	375	92	283
ProfServ-Dissemination Agent	1,000	1,000	-	1,000
ProfServ-Engineering	15,000	11,250	-	11,250
ProfServ-Mgmt Consulting	52,451	39,338	39,338	-
ProfServ-Property Appraiser	427	427	-	427
ProfServ-Tax Collector	427	427	-	427
ProfServ-Trustee Fees	10,000	10,000	8,281	1,719
Attorney Fees	20,000	15,001	1,341	13,660
Auditing Services	4,000	4,000	3,300	700
Postage	600	450	7	443
Telephone, Cable & Internet Service	2,300	1,725	1,559	166
Insurance	34,300	34,300	31,775	2,525
Printing and Binding	200	149	-	149
Legal Advertising	6,000	4,500	806	3,694
Misc-Assessment Collection Cost	2,849	2,849	-	2,849
Misc-Contingency	1,500	1,125	881	244
Other Current Charges	500	374	-	374
Website Expense	3,500	2,624	1,579	1,045
Office Supplies	200	149	-	149
Dues, Licenses, Subscriptions	175	175	175	-
Total Administration	161,929	134,738	90,334	44,404

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Field</u>				
ProfServ-Field Management	28,750	21,562	21,562	-
Contracts-Pools	28,510	21,382	19,594	1,788
Contracts - Landscape	125,000	93,750	117,850	(24,100)
Amenity Center Pest Control	1,000	750	621	129
Electricity - General	19,200	14,400	16,521	(2,121)
Electricity - Streetlights	100,000	75,001	58,050	16,951
Utility - Water & Sewer	23,000	17,250	20,290	(3,040)
Waste Removal	4,000	3,001	2,468	533
R&M-Aquatic Weed Control	14,000	10,500	12,495	(1,995)
R&M-Other Landscape	20,000	20,000	12,933	7,067
R&M-Irrigation	10,000	10,000	10,206	(206)
R&M-Pools	20,000	15,000	1,672	13,328
Amenity Maintenance & Repairs	45,000	33,750	40,959	(7,209)
Capital Outlay	1,000	751	-	751
Total Field	439,460	337,097	335,221	1,876
<u>Reserves</u>				
Reserve - Other	126,700	126,700	12,369	114,331
Total Reserves	126,700	126,700	12,369	114,331
TOTAL EXPENDITURES & RESERVES	728,089	598,535	437,924	160,611
Excess (deficiency) of revenues Over (under) expenditures	185,751	315,249	343,274	28,025
Net change in fund balance	\$ 185,751	\$ 315,249	\$ 343,274	\$ 28,025
FUND BALANCE, BEGINNING (OCT 1, 2024)	(33,543)	(33,543)	(33,543)	
FUND BALANCE, ENDING	\$ 152,208	\$ 281,706	\$ 309,731	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 260	\$ 194	\$ 13,073	\$ 12,879
Special Assmnts- Tax Collector	379,660	379,660	378,795	(865)
Special Assmnts- Discounts	(15,329)	(15,329)	(14,343)	986
TOTAL REVENUES	364,591	364,525	377,525	13,000
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	1,916	1,916	-	1,916
Total Administration	1,916	1,916	-	1,916
<u>Debt Service</u>				
Principal Debt Retirement	140,000	140,000	140,000	-
Interest Expense	222,613	222,613	222,613	-
Total Debt Service	362,613	362,613	362,613	-
TOTAL EXPENDITURES	364,529	364,529	362,613	1,916
Excess (deficiency) of revenues				
Over (under) expenditures	62	(4)	14,912	14,916
Net change in fund balance	\$ 62	\$ (4)	\$ 14,912	\$ 14,916
FUND BALANCE, BEGINNING (OCT 1, 2024)	377,432	377,432	377,432	
FUND BALANCE, ENDING	\$ 377,494	\$ 377,428	\$ 392,344	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending June 30, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 15	\$ 11	\$ 20,044	\$ 20,033
Special Assmnts- Tax Collector	672,205	672,205	670,673	(1,532)
Special Assmnts- CDD Collected	294,433	294,433	-	(294,433)
Special Assmnts- Discounts	(14,597)	(14,597)	(25,394)	(10,797)
TOTAL REVENUES	952,056	952,052	665,323	(286,729)
<u>EXPENDITURES</u>				
<u>Administration</u>				
Misc-Assessment Collection Cost	18,246	18,246	-	18,246
Total Administration	18,246	18,246	-	18,246
<u>Debt Service</u>				
Principal Debt Retirement	220,000	220,000	220,000	-
Interest Expense	423,131	423,131	423,131	-
Total Debt Service	643,131	643,131	643,131	-
TOTAL EXPENDITURES	661,377	661,377	643,131	18,246
Excess (deficiency) of revenues Over (under) expenditures	290,679	290,675	22,192	(268,483)
<u>OTHER FINANCING SOURCES (USES)</u>				
Interfund Transfer - In	-	-	27,511	27,511
Operating Transfers-Out	-	-	(10,027)	(10,027)
TOTAL FINANCING SOURCES (USES)	-	-	17,484	17,484
Net change in fund balance	\$ 290,679	\$ 290,675	\$ 39,676	\$ (250,999)
FUND BALANCE, BEGINNING (OCT 1, 2024)	585,437	585,437	585,437	
FUND BALANCE, ENDING	\$ 876,116	\$ 876,112	\$ 625,113	

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending June 30, 2025

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ -	\$ 581	\$ 581
Developer Contribution	-	-	5,519	5,519
TOTAL REVENUES	-	-	6,100	6,100
<u>EXPENDITURES</u>				
<u>Other Physical Environment</u>				
Capital Improvements	-	-	7,294	(7,294)
Total Other Physical Environment	-	-	7,294	(7,294)
TOTAL EXPENDITURES	-	-	7,294	(7,294)
Excess (deficiency) of revenues Over (under) expenditures	-	-	(1,194)	(1,194)
<u>OTHER FINANCING SOURCES (USES)</u>				
Interfund Transfer - In	-	-	10,027	10,027
Operating Transfers-Out	-	-	(27,511)	(27,511)
TOTAL FINANCING SOURCES (USES)	-	-	(17,484)	(17,484)
Net change in fund balance	\$ -	\$ -	\$ (18,678)	\$ (18,678)
FUND BALANCE, BEGINNING (OCT 1, 2024)	-	-	(475,899)	
FUND BALANCE, ENDING	\$ -	\$ -	\$ (494,577)	

RIVINGTON
Community Development District

Supporting Schedules

June 30, 2025

Rivington

Community Development District

Monthly Collection Report Volusia County Tax Collector-Monthly Collection Report For the Fiscal Year Ending September 30, 2025

							ALLOCATION BY FUND		
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Cost Tax Collector	Collection Cost Property Appraiser	Gross Amount Received	General Fund	Series 2020 Debt Service Fund	Series 2022 Debt Service Fund	
Assessments Levied FY2025					\$ 1,807,484	\$ 755,618	\$ 379,660	\$ 672,205	
Allocation %					100%	42%	21%	37%	
11/08/24	\$ 169	\$ 7	\$ -	\$ -	\$ 176	\$ 74	\$ 37	\$ 65	
11/15/24	\$ 9,835	\$ 393	\$ -	\$ -	\$ 10,229	\$ 4,276	\$ 2,149	\$ 3,804	
11/26/24	\$ 26,281	\$ 1,051	\$ -	\$ -	\$ 27,332	\$ 11,426	\$ 5,741	\$ 10,165	
12/06/24	\$ 375,191	\$ 15,008	\$ -	\$ -	\$ 390,199	\$ 163,123	\$ 81,961	\$ 145,115	
12/20/24	\$ 1,269,810	\$ 50,792	\$ -	\$ -	\$ 1,320,603	\$ 552,078	\$ 277,391	\$ 491,134	
01/03/25	\$ 12,988	\$ 390	\$ -	\$ -	\$ 13,378	\$ 5,592	\$ 2,810	\$ 4,975	
01/17/25	\$ 11,356	\$ 341	\$ -	\$ -	\$ 11,696	\$ 4,890	\$ 2,457	\$ 4,350	
01/22/25	\$ 10,696	\$ 214	\$ -	\$ -	\$ 10,910	\$ 4,561	\$ 2,292	\$ 4,058	
02/21/25	\$ 1,969	\$ 39	\$ -	\$ -	\$ 2,008	\$ 840	\$ 422	\$ 747	
03/14/25	\$ 1,513	\$ 15	\$ -	\$ -	\$ 1,528	\$ 639	\$ 321	\$ 568	
04/25/25	\$ 3,159	\$ 32	\$ -	\$ -	\$ 3,190	\$ 1,334	\$ 670	\$ 1,186	
05/09/25	\$ 3,027	\$ -	\$ -	\$ -	\$ 3,027	\$ 1,266	\$ 636	\$ 1,126	
06/06/25	\$ 6,613	\$ -	\$ -	\$ -	\$ 6,613	\$ 2,764	\$ 1,389	\$ 2,459	
06/20/25	\$ 2,474	\$ -	\$ -	\$ -	\$ 2,474	\$ 1,034	\$ 520	\$ 920	
TOTAL	\$ 1,735,082	\$ 68,282	\$ -	\$ -	\$ 1,803,363	\$ 753,896	\$ 378,795	\$ 670,673	
% COLLECTED							99.77%	99.77%	99.77%
TOTAL OUTSTANDING					\$ 4,121	\$ 1,723	\$ 866	\$ 1,532	

Rivington

Community Development District

Cash and Investments Report**June 30, 2025**

<u>Account Name</u>	<u>Bank Name</u>	<u>Yield</u>	<u>Balance</u>
GENERAL FUND			
Checking Account - Operating	Truist	0.00%	\$ 328,298
		Subtotal GF	<u>\$ 328,298</u>
DEBT SERVICE CONSTRUCTION FUND			
Series 2020 Prepayment Fund	US Bank	3.94%	\$ 2,140
DEBT SERVICE FUNDS			
Series 2020 Prepayment Fund	US Bank	3.94%	\$ 1,172
Series 2022 Prepayment Fund	US Bank	3.94%	\$ 27,511
Series 2020 Reserve Fund	US Bank	3.94%	\$ 205,033
Series 2022 Reserve Fund	US Bank	3.94%	\$ 322,340
Series 2020 Revenue Fund	US Bank	3.94%	\$ 183,595
Series 2022 Revenue Fund	US Bank	3.94%	\$ 270,756
		Subtotal	<u>\$ 1,012,547</u>
		Total	<u>\$ 1,340,845</u>

Bank Account Statement

Rivington CDD

Bank Account No. 1475
Statement No. 06-25

Statement Date 06/30/2025

G/L Account No. 101001 Balance	328,298.26	Statement Balance	328,298.26
		Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	328,298.26
Subtotal	328,298.26	Outstanding Checks	0.00
Negative Adjustments	0.00		
		Ending Balance	328,298.26
Ending G/L Balance	328,298.26		

RIVINGTON
Community Development District

Check Register

6/1/2021 - 6/30/2025

RIVINGTON COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 6/01/2025 to 6/30/2025

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001							
CHECK # 100073							
001	06/18/25	INFRAMARK LLC	150803	June 2025 Admin Mgmt Fees	ProfServ-Mgmt Consulting	531027-51201	\$4,370.92
001	06/18/25	INFRAMARK LLC	150803	June 2025 Admin Mgmt Fees	June 2025 FIELD OPERATIONS	531016-53901	\$2,395.83
001	06/18/25	INFRAMARK LLC	150120	April 2025 Postage	Postage	541010-51301	\$1.66
Check Total							\$6,768.41
CHECK # 100074							
001	06/18/25	CEPRA LANDSCAPE	O-N4559	5/31/25 Tree Removal 7	R&M-Other Landscape	546036-53901	\$2,305.00
001	06/18/25	CEPRA LANDSCAPE	O-N4626	June 2025 Landscape Contract	Contracts - Landscape	534171-53901	\$14,475.00
Check Total							\$16,780.00
CHECK # 100075							
001	06/18/25	AQUATIC WEED CONTROL INC	110103	June 2025 Water Management	R&M-Aquatic Weed Control	546007-53901	\$1,435.00
Check Total							\$1,435.00
CHECK # 100076							
001	06/18/25	AT&T - ACH	051525-5056	5/16/25-6/15/25 Internet	5/16/25-6/15/25 Internet	531140-51301	\$213.29
Check Total							\$213.29
CHECK # 100077							
001	06/18/25	SAFE TOUCH LLC	20324	Security Key Fobs	Amenity Maintenance & Repairs	546176-53901	\$1,508.00
001	06/18/25	SAFE TOUCH LLC	20268	June 2025 Video Monitoring	Amenity Maintenance & Repairs	546176-53901	\$450.00
Check Total							\$1,958.00
CHECK # 300009							
001	06/20/25	FPL - ACH	052825 ACH	4/28-5/28/25 Street Lights	4/28-5/28/25 General Elec	543006-53901	\$1,779.78
001	06/20/25	FPL - ACH	052825 ACH	4/28-5/28/25 Street Lights	Electricity - Streetlights	543013-53901	\$6,916.78
Check Total							\$8,696.56
CHECK # 300010							
001	06/20/25	VOLUSIA COUNTY WATER - ACH	060325 ACH	4/21-5/21/25 Reclaimed Water ACH 6/23	4/21-5/21/25 Reclaimed Water ACH 6/23	531140-53901	\$2,663.78
Check Total							\$2,663.78
CHECK # DD347							
001	06/24/25	WASTE PRO - ACH	00014768666	7/2025 Monthly Waste Removal	Waste Removal	543082-53901	\$282.76
Check Total							\$282.76
CHECK # DD348							
001	06/06/25	AT&T - ACH	051525-5056 ACH	Invoice 001681	Field Operations	531140-51301	\$213.29
Check Total							\$213.29
Fund Total							\$39,011.09
SERIES 2020 - DEBT SERVICE FUND - 201							
CHECK # 2538							
201	06/17/25	RIVINGTON CDD C/O US BANK	051425-1	TRFR TAX RECEIPTS SER 2020	Due From Other Funds	131000	\$981.23
Check Total							\$981.23
CHECK # 2539							
201	06/17/25	RIVINGTON CDD C/O US BANK	051425-2	Invoice 001667	Due From Other Funds	131000	\$9,728.33
Check Total							\$9,728.33
Fund Total							\$10,709.56

Total Checks Paid \$49,720.65

RIVINGTON COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Fund

For the Period from 6/01/2025 to 6/30/2025

(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
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GENERAL FUND - 001**CHECK # 100073**

001	06/18/25	INFRAMARK LLC	150803	June 2025 Admin Mgmt Fees	ProfServ-Mgmt Consulting	531027-51201	\$4,370.92
001	06/18/25	INFRAMARK LLC	150803	June 2025 Admin Mgmt Fees	June 2025 FIELD OPERATIONS	531016-53901	\$2,395.83
001	06/18/25	INFRAMARK LLC	150120	April 2025 Postage	Postage	541010-51301	\$1.66

Check Total \$6,768.41



Inframark LLC
2002 West Grand Parkway North
Suite 100
Katy, TX 77449

Invoice: 150803
Invoice Date: 6/1/2025
Due Date: 7/1/2025
Terms: Net 30
Project ID:
PO #:

Bill To:
Rivington Community Development District
210 N University Dr Ste 702
Coral Springs FL 33071-7320
United States

Services provided for the Month of: June 2025

SALES DESCRIPTION	QUANTITY	UNITS	RATE	AMOUNT
Administrative Fees	1	Ea	\$4,370.92	\$4,370.92
Field Operations	1	Ea	\$2,395.83	\$2,395.83
Subtotal				\$6,766.75
Tax Total (0%)				\$0.00
Total Due				\$6,766.75

**Remit To : Inframark LLC, PO BOX 733778, Dallas,
Texas, 75373-3778**

*To pay by Credit Card, please contact us at
281-578-4299, 9:00am - 5:30pm EST, Monday –
Friday. A surcharge fee may
apply.*

*To pay via ACH or Wire, please refer to our banking
information below:*

*Account Name: INFRAMARK, LLC
ACH - Bank Routing Number: 111000614 / Account
Number: 912593196
Wire - Bank Routing Number: 021000021 / SWIFT
Code: CHASUS33 / Account Number: 912593196*

*Please include the Customer ID and the Invoice
Number on your form of payment.*



Inframark LLC
2002 West Grand Parkway North
Suite 100
Katy, TX 77449

Invoice: 150120
Invoice Date: 5/28/2025
Due Date: 6/27/2025
Terms: Net 30
Project ID:
PO #:

Bill To:
Rivington Community Development District
210 N University Dr Ste 702
Coral Springs FL 33071-7320
United States

Services provided for the Month of: April 2025

SALES DESCRIPTION	QUANTITY	UNITS	RATE	AMOUNT
Postage	1	Ea	\$1.66	\$1.66
				Subtotal
				\$1.66
				Tax Total (0%)
				\$0.00
				Total Due
				\$1.66

**Remit To : Inframark LLC, PO BOX 733778, Dallas,
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