

**RIVINGTON
COMMUNITY DEVELOPMENT DISTRICT**

AGENDA PACKAGE

Wednesday, December 10, 2025

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Meeting ID:25559505750319

Passcode:9b3By2fc

Dial in by phone [+1 646-838-1601](#)

Phone conference ID:881159728#



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 Hasse, Assistant Secretary
 George Bassen, Assistant Secretary

District Staff

Jennifer Goldyn, Director of District Services
 Samantha Harvey, District Manager
 Fernand Thomas, District Accountant
 Kyle Goldberg, District Field Inspection Coordinator
 Mark Watts, District Counsel
 Brent Lenzen, District Engineer

Regular Meeting Agenda

Wednesday, December 10, 2025 – 11:30 a.m.

Call-in Number: 1-646-838-1601, Phone Conference ID: 881159728#

-
1. **Call to Order and Roll Call**
 2. **Approval of the Agenda**
 3. **Audience Comments – Three (3) Minute Time Limit**
 4. **Business Administration**
 - A. Consideration of the Minutes from the Meeting held August 27, 2025 Page 4
 5. **Business Items**
 - A. Consideration of Safetouch Security Camera Proposal for Dumpster Page 10
 - B. Ratification of Phase 3 Mowing – Cepra Landscape LLC Change Order Page 17
 - C. Consideration of Resolution 2026-01, Adopting Goals and Objectives for Fiscal Year 2026 Page 18
 - D. Ratification of Berger, Toombs, Elam, Gaines & Frank Audit Engagement Letter for Fiscal Year 2025 Page 25
 6. **Staff Reports**
 - A. District Accountant
 - B. District Field Inspection Coordinator
 - i. Review of September, October and November 2025 Field Inspection Reports Page 39
 - ii. Discussion of Pool Rules Sign Visibility
 - C. Map Discussion and Ratification of CDD District Map (**Tabled Item**) Page 66
 - D. Review of Proposals for Landscape and Irrigation RFP (**Tabled Item**)
 - i. United Land Services Page 72
 - ii. Yellowstone Landscape Page 74
 - iii. BrightView Landscape Services Page 76
 - iv. Cepra Landscape LLC Page 78
 - v. Price Comparison Book Page 79
 - vi. Consideration of Polynesian Pool and Spa, LLC DBA Southeast Pools Estimate #1759 to Replace Failed Autofill for Pool Page 80
 - E. District Manager
 - i. Discussion of WFLIJAX Lighting and Controls Streetlight Pole Replacement Quote Page 81
 - ii. Application to FP&L for Installation of Streetlight Poles and District Billing Page 82
 - iii. Discussion on Holiday Lighting
 - F. District Counsel
 - G. District Engineer

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: 1-646-838-1601, Phone ID:881159728#

Rivington Community Development District

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Samantha Harvey, District Manager
Fernand Thomas, District Accountant
Kyle Goldberg, District Field Inspection Coordinator
Mark Watts, District Counsel
Brent Lenzen, District Engineer

7. Supervisor Requests

8. Adjournment

The next meeting is scheduled for Wednesday, January 28, 2026, 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: 1-646-838-1601, Phone ID:881159728#

**MINUTES OF MEETING
RIVINGTON COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Rivington Community Development District was held Wednesday, August 27, 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:

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

Also participating, either in person or via communication media technology, were:

Samantha Harvey	District Manager: Inframark
Jennifer Goldyn	District Manager: Inframark
Mark Watts	District Counsel
Brent Lenzen	District Engineer
Kyle Goldberg	Field Service Manager
Residents	

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Ms. Harvey called the meeting to order and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS

Approval of the Agenda

On MOTION by Ms. Locher, seconded by Mr. Reader, with all in favor, the agenda was approved, as presented. 5-0

THIRD ORDER OF BUSINESS

**Audience Comments - Three (3)
Minute Limit**

- An audience member, Jerry, expressed concern regarding the omission of information in the July meeting minutes, and he requested they be amended.
- An audience member, Pamela, also requested revision of the July meeting minutes.
- An audience member, Tim, noted confusion surrounding the CDD fee increase, in reference to pool security. He pointed out discrepancies on spending in the budget.

FOURTH ORDER OF BUSINESS

Business Administration

A. Consideration of Minutes from the Meeting held July 30, 2025

- Mr. Watts explained to the audience members that meeting minutes and public comments are summarized and are not transcribed verbatim.

On MOTION by Ms. Locher, seconded by Ms. DeMarco, with Ms. Locher, Ms. DeMarco, Mr. Reader and Mr. Hasse voting AYE and Mr. Bassen voting NAY, the Minutes of Meeting held on July 30, 2025 were approved as presented. 5-0

FIFTH ORDER OF BUSINESS**Business Items****A. Public Hearing to Consider the Adoption of the Fiscal Year 2026 Budget**

- Ms. Harvey requested a motion to open the public hearing.

On MOTION by Mr. Reader, seconded by Ms. Locher, with all in favor, the public hearing was opened. 5-0

- Ms. Goldyn asked if there were any discussions from the Board or the public.
- Mr. Bassen proposed to remove pool attendant from the budget and reduce field services from three days to two days. Ms. Goldyn clarified that field services include trash removal and amenity center maintenance. The field services budget of \$59,613 was noted with Mr. Bassen requesting a reduction.
- Mr. Reader explained the Board's role and the upcoming 2026 election transition to a resident-led Board. He noted budget increases are largely due to growth in the community, with more homes that are turned over and purchased, the more land that has to be maintained by the CDD. He emphasized that as the District stabilizes, future budgets should decrease. The goal is to protect the best interests of the community.
- Mr. Bassen inquired about an updated CDD responsibility map. Ms. Goldyn responded the map discussion would be tabled until the next meeting due to time constraints related for landscape bidders.
- Ms. Locher expressed the importance of building a surplus for the reserves to cover additional expenses and set the District up for long-term success. She also stated the community needs a pool monitor, even if not employed by an Inframark employee, to help deter damage and vandalism.
- Mr. Ward raised concerns regarding the inconsistencies in the budget figures. Ms. Goldyn responded there is a direct billing developers pay, which transfers to the homeowner once the home is purchased. Mr. Ward questioned how revenue shortfalls would be addressed in 2026.

- Jerry requested proper notification and communication regarding the budget.
- Pamela asked how the effectiveness of the pool monitor is being measured and inquired whether they could utilize a cleaning service versus a pool monitor. She expressed willingness to pay more if services are rendered, and she stated if the bank is going to be charging residents additional fees, they should be informed in advance. Mr. Reader explained they were approached by residents for a pool monitor and reiterated the Board's commitment to protecting the District. He discussed an email sent to all residents and stated if the current monitor is ineffective, they can compare different companies to find the best fit. Mr. Bassen added the security has been a deterrent as well.

On MOTION by Ms. Locher, seconded by Mr. Reader, with all in favor, the public hearing was closed. 5-0

B. Consideration of Resolution 2025-07, Adopting the Fiscal Year 2026 Budget

On MOTION by Mr. Reader, seconded by Ms. Locher, with all in favor, Resolution 2025-07, Adopting the Fiscal Year 2026 Budget was adopted, as presented. 5-0

C. Consideration of Resolution 2025-08, Levying Non-Ad Valorem Maintenance Special Assessment

On MOTION by Mr. Reader, seconded by Ms. Locher, with all in favor, Resolution 2025-08, Levying Non-Ad Valorem Maintenance Special Assessment, was adopted. 5-0

D. Consideration of Resolution 2025-09, Adopting Fiscal Year 2026 Meeting Schedule

On MOTION by Ms. Locher, seconded by Mr. Reader with all in favor, Resolution 2025-09, modification of the Fiscal Year 2026 Meeting Schedule to every fourth Wednesday of each month was adopted, as amended. 5-0

E. Consideration of All Electric Services Estimate #54697735

On MOTION by Mr. Reader, seconded by Mr. Bassen, with all in favor, Electric Services Estimate #54697735 to remove pole, install box and cover in the amount of \$556.05 was approved. 5-0

F. Approval of Temporary Construction Access License Agreement

- Mr. Watts recommended establishing an approval range to authorize the District Manager to execute documents to a suggested range for homeowners' deposit based on the scope of the construction project. Mr. Watts also noted coordination with the HOA to ensure homeowners understand that CDD approval is required prior to pool installation.

On MOTION by Mr. Reader, seconded by Mr. Bassen, with all in favor, an approval of a deposit from homeowners which could range from \$500 to \$2,500 for the District Manager to execute documents was approved. 5-0

SIXTH ORDER OF BUSINESS

Staff Reports

A. Field Manger

i. Review of the August 2025 Field Inspection Report

- Mr. Goldberg presented the Field Inspection Report. The playground gate has been repaired and fans on the Amenity Center deck have been cleaned.
- Mr. Goldberg explained his experience at the pool as an attendant since he has been on duty for the last two weeks.
- Mr. Goldberg reported a delay in the delivery of the dumpster doors, noting they are expected to arrive by next week.

On MOTION by Ms. Locher, seconded by Mr. Reader, with all in favor, Inframark Catch Basin Installation Proposal, Work Order #123-04-2025 in the amount of \$796.10 was approved. 5-0

- Ms. Locher requested a better description of location in the field report.

ii. Consideration of Polynesian Pool and Spa LLC D/B/A Southeast Pools

On MOTION by Ms. Locher, seconded by Mr. Reader, with all in favor, Polynesian Pool and Spa LLC D/B/A Southeast Pools proposal #1739 to dive in pool and replace return cover in the amount of \$125 was approved. 5-0

B. Discussion of Landscape RFP

- This item was tabled.

C. District Manager**i. 2nd Quarter Website Audit**

- Ms. Harvey reviewed the report and noted it is for informational purposes only.
- Ms. Harvey asked the Board if they would like to change their operating account to Valley Bank. This item was tabled, and Ms. Harvey will work with the Accounting Department to confirm that changing accounts will not affect the residents' prepayments.

D. District Counsel

- No report.

E. District Engineer

- Mr. Lenzen discussed cross access which is on CDD property. The County has provided the easement documents that need to be executed. Mr. Watts recommended they do need easements in place to be approved in substantial form and the Chairperson or Vice Chairperson should be authorized to execute documents. The County will make all repairs upon completion. It was noted there will be no interruption to residents with water loss during this process. This is a permanent easement, which will allow rights to provide services to the adjacent community. Mr. Lenzen is working on finalizing the maps by next week.

On MOTION by Ms. Locher, seconded by Mr. Reader, with all in favor, easement documents were approved, and either the Chairperson or Vice Chairperson were authorized to execute said document. 5-0

SEVENTH ORDER OF BUSINESS**Supervisor Requests**

- Mr. Reader discussed audience comments and inquired when public comments are required throughout the meeting. Mr. Watts explained they can be done before and after the meeting business items, but are only required once. Mr. Watts will discuss this with Ms. Harvey for the next meeting.

EIGHTH ORDER OF BUSINESS**Adjournment**

196
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On MOTION by Ms. Locher, seconded by Mr. Reader, with all in favor, the meeting was adjourned at 12:39 p.m. 5-0
--

Secretary/Assistant Secretary

Chairperson/Vice Chairperson



Rivington Estates Dumpster Observation Cameras

Rivington CDD

833 Terrapin Dr
DeBary, , Florida
904-327-6465

Prepared by:

Rainer Ricchetti
Commercial Account Executive
rricchetti@safetouch.com
904-578-2654



Florida = EF-20002049/ EC-13005007
Georgia = LVA004188
South Carolina = BAC.14000
Texas = B29747701



Why Safetouch

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

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

About Us

- 18th Largest Electronic Security Company in the USA
- Over 60K Clients
- Offices throughout the southeast US.
- National Deployment Capability
- Redundant Monitoring Centers with 45 Second or less Response time.
- Dedicated Enterprise Solutions Team with experience completing projects over \$3M

Capabilities

- Virtual Security Guard Services, including onsite guard replacement or supplementation
- Commercial Audio
- Access Control, Surveillance, Communications Systems
- Public Display Monitors, Meeting Room Booking, AV Distribution and other technology-based solutions.
- Cloud-based multi-location management
- Sophisticated ai-based business analytics.

Virtual Gate Guard



Remote Video Monitoring





Ai Based Business Analytics

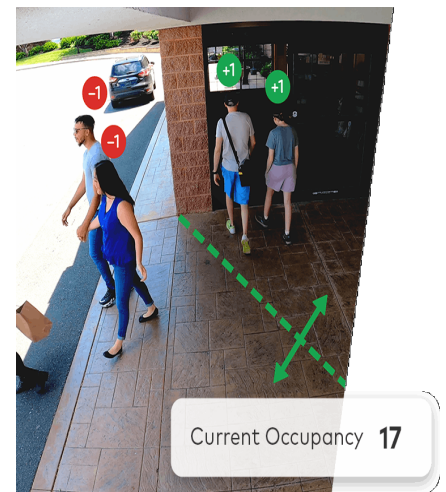
Heat Mapping



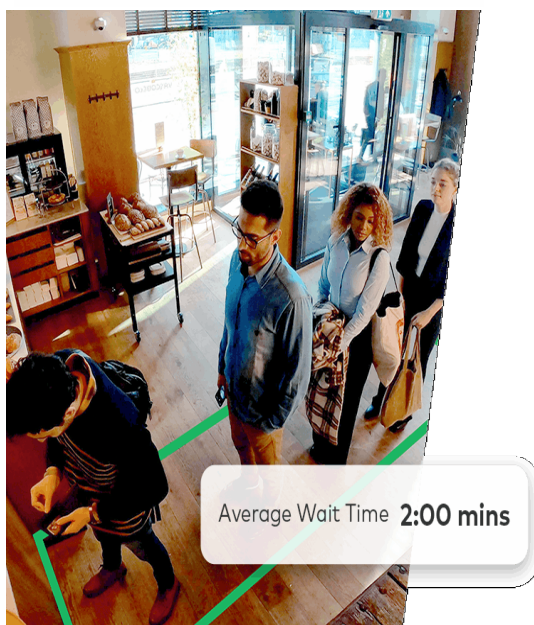
People Counting



Occupancy Tracking



Queue Monitoring



Crowd Gathering



Rivington CDD Rivington Estates Dumpster

Dumpster Observation

1	Turing 4MP TwilightVision IR Turret IP Camera 2.8mm
1	Turing Turret & Fixed Dome Junction Box, White
1	Axis 2MP License Plate Camera, 10.9-29mm Lens
1	SD Card for onboard camera backup
12	3 4 PVC Conduit - 10FT
1	Trenching Backfill
0.25	23 AWG 4 Pair Non-Shielded Non-Plenum Category 6 Black Jacket Direct Burial
45.5	Surveillance Installation

Project Summary

TOTAL: \$9,976.00

Safe Touch Security will install two cameras, one for observation and one for automobile license plate identification.

We will also trench from dumpster area to the recreation building, and install a fifteen foot aluminum post to mount cameras on.

***Safetouch is not responsible for locating any underground utilities, That would be supplied by others.**

50% down and balance upon substantial completion.

*****Installation and/or service taxes not included, if applicable.*****

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



Product Details



Turing 4MP TwilightVision IR Turret IP Camera 2.8mm

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



Turing Turret & Fixed Dome Junction Box, White

Turing TP-EFDJB SMART Series Turret & Fixed Dome Junction Box, White



Axis 2MP License Plate Camera, 10.9-29mm Lens

AXIS P1465-LE P14 Series 2MP Fully Featured Bullet IP Camera, 10.9-29mm Lens.
 1920 x 1080 Resolution at up to 60 fps
 10.9-29mm Varifocal Lens
 Audio Input



SD Card for onboard camera backup

SD cards located inside the IP camera provide a secure on on board backup in the event of network failure. Video is stored in the SD card until network connectivity is restored then off-loaded automatically onto the NVR



3 4 PVC Conduit - 10FT

3/4 in. Schedule 40 PVC conduit, length 10 ft., weight 23 per 100 ft. Schedule 40 Pipe is perfect for water-supply applications and features a solvent-weld joint to provide a rigid joint connection. Corrosion resistance.



Trenching Backfill



23 AWG 4 Pair Non-Shielded Non-Plenum Category 6 Black Jacket Direct Burial

23 AWG 4 Pair Non-Shielded Non-Plenum Category 6 Black Jacket Direct Burial



Surveillance Installation



Terms, Scope, & Acceptance

Your satisfaction is important to us, and we plan to exceed your expectations!
This proposal is a complete package, including design, wiring, equipment, installation.

All equipment is warranted by the manufacturers. We guarantee all installation work to be free of defects for a period of thirty days from installation date. If service is required, we will be happy to provide you with excellent service for your system.

Customer must maintain sufficient insurance to cover property damages or bodily injury for Customer and any of its licensees, invitees or others who are not such licensees, contractors, employees, agents or invitees of Securiteam, Inc. Customer agrees that recovery from Securiteam for any property damage or bodily injury shall be offset by payment from such insurance.

Prices contained in this proposal are valid for 30 days. Any changes to this proposal will be submitted in writing for approval.

To be supplied by others to Securiteam's specifications:

- Municipal permit fees (if applicable)
- A/C power & electrical conduit
- Applicable internet or telephone communications services
- 50% down and balance upon substantial completion

Accepted by Date Name

Safetouch Date Name

I accept this proposal and authorize the work to be done and accept responsibility for payments due. _____

EXHIBIT "C" **CHANGE ORDER**

Owner: HR Rivington, LLC c/o Reader Partners

Project: Rivington

Date: 7/1/2025

Description of new or changed scope of work: Adding services with the same scope of work as the current maintenance agreement for the following area(s):

- Phase 3 – Newly installed Shrubs and Trees + Irrigation Inspections and turf mowing

Price of new or changed scope of work:

Monthly Base Maintenance = \$2808
Monthly Irrigation Inspections = \$325
Total = \$3,133 per month

Time for performance of Change Order work (if other than as services are provided in base Agreement):

Work will be performed in conjunction with services provided in base agreement.

Owner and Contractor agree that except as modified above, the terms and conditions of the Agreement are in full force and effect and shall apply to performance of the parties' obligations relative to this Change Order.

OWNER:

Rivington CDD

By: Kimberly Locher

Print name: KIMBERLY LOCHER

Its: VICE CHAIR

CONTRACTOR:

Cepra Landscape LLC

By: Anthony Hartman

Print name: Anthony Hartman

Its: Account Manager

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVINGTON COMMUNITY DEVELOPMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 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, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida (“HB 7013”) and creating Section 189.0694, Florida Statutes; and

WHEREAS, pursuant to HB 7013 and Section 189.0694, Florida Statutes, beginning October 1, 2024, the District shall establish goals and objectives for the District and create performance measures and standards to evaluate the District’s achievement of those goals and objectives; and

WHEREAS, the District Manager has prepared the attached goals, objectives, and performance measures and standards and presented them to the Board of the District; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the attached goals, objectives and performance measures and standards.

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

SECTION 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The District Board of Supervisors hereby adopts the goals, objectives and performance measures and standards as provided in **Exhibit A**. The District Manager shall take all actions to comply with Section 189.0694, Florida Statutes, and shall prepare an annual report regarding the District’s success or failure in achieving the adopted goals and objectives for consideration by the Board of the District.

SECTION 3. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 10th day of December 2025.

ATTEST:

**RIVINGTON COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair, Board of Supervisors

Exhibit A: Performance Measures/Standards and Annual Reporting

Exhibit A

Memorandum

To: Board of Supervisors

From: District Management

Date: October 1, 2025

RE: HB7013 – Special Districts Performance Measures and Standards

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during its 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2026 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals and objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance its commitment to the accountability and transparency of the District.

Exhibit A:
Goals, Objectives, and Annual Reporting Form

October 1, 2025 – September 30, 2026

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least four regular Board of Supervisor (“Board”) meetings per year to conduct District-related business and discuss community needs.

Measurement: Number of public Board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of four Board meetings were held during the fiscal year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to the District’s website, publishing in local newspaper of general circulation, and or via electronic communication.

Standard: 100% of meetings were advertised in accordance with Florida Statutes on at least two mediums (e.g., newspaper, District website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly District website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management’s records.

Standard: 100% of monthly website checks were completed by District Management or third party vendor.

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

Objective: Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District’s infrastructure.

Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager’s reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within District Management services agreement

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District’s infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer’s report related to District’s infrastructure and related systems.

Standard: Minimum of one inspection was completed in the fiscal year by the District’s engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on the District's website and/or within District records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the District's website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the District's website the most recent versions of the following documents: Florida Auditor General link (<https://flauditor.gov/>) to obtain current and past Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Florida Auditor General link (<https://flauditor.gov/>) to the Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the District's website.

Standard: District's website contains 100% of the following information: Department of Financial Services link to obtain Annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the Florida Auditor General link (<https://flauditor.gov/>) to the results to the District's website for public inspection, and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing Board approval and annual audit is available on the District's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the District's website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

SIGNATURES:

Chair/Vice Chair: _____

Date: _____

Printed Name: _____

Rivington Community Development District

District Manager: _____

Date: _____

Printed Name: _____

Rivington Community Development District



**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

October 14, 2025

Rivington Community Development District
Inframark LLC
11555 Heron Bay Blvd, Suite 201
Coral Springs, FL 33076

The Objective and Scope of the Audit of the Financial Statements

You have requested that Berger, Toombs, Elam, Gaines & Frank CPAs PL (“we”) audit Rivington Community Development District’s, (the “District”), governmental activities and each major fund as of and for the year ending September 30, 2025, which collectively comprise the District’s basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2025, and thereafter if mutually agreed upon by Rivington Community Development District and Berger, Toombs, Elam, Gaines & Frank.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (“GAAS”) and *Government Auditing Standards* issued by the Comptroller General of the United States (“GAS”) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and 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. 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 controls.

The Responsibilities of the Auditor

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

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity’s system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion;

Fort Pierce / Stuart



Rivington Community Development District
October 14, 2025
Page 2

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

Because of the inherent limitations of an audit, together with the inherent limitations of controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

We will also communicate to the Board (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") and GAS.

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

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;



Rivington Community Development District
October 14, 2025
Page 3

2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

Management is responsible for the required supplementary information ("RSI") which accounting principles generally accepted in the United States of America ("U.S. GAAP") require to be presented to supplement the basic financial statements.

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

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

1. For the preparation and fair presentation of the financial statements in accordance with U.S. GAAP;
2. To evaluate subsequent events through the date the financial statements are issued. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For report distribution; and
5. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Information relevant to the preparation and fair presentation of the financial statements, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
 - c. Additional information that we may request from management for the purpose of the audit; and



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Page 4

- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

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

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

Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Supervisors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the District's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgement, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In addition to our report on the District's financial statements, we will also issue the following reports:

1. Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;
2. Auditor General Management Letter, if applicable; and
3. Report on Compliance with Section 218.415, Florida Statutes, if applicable.



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Page 5

Records and Assistance

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

The assistance to be supplied by District personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with a designated individual, serving on behalf of management. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Non-audit Services

In connection with our audit, you have requested us to perform the following non-audit services:

1. Assistance in drafting the District's financial statements in accordance with accounting principles generally accepted in the United States of America, based on information provided by the District. While we will assist in drafting the financial statements, management retains responsibility for the financial statements, including their fair presentation, the selection and application of accounting principles, the accuracy and completeness of the underlying financial information, and for reviewing, approving, and accepting the financial statements prior to their issuance. Management is also responsible for establishing and maintaining effective internal controls relevant to the financial reporting process.

GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the District, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The District has agreed to designate an individual, serving on behalf of management, who possesses suitable skill, knowledge, and experience, and who understands the non-audit services to be performed and described above sufficiently to oversee them. Accordingly, the management of the District agrees to the following:

1. The District will designate a qualified individual, serving in a management capacity, who possesses suitable skill, knowledge, and experience to oversee the services;
2. The designated individual will assume all management responsibilities for the subject matter and scope of the non-audit service described above;



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3. The District will evaluate the adequacy and results of the services performed; and
4. The District accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the District's management or those charged with governance of the objectives of the non-audit services, the services to be performed, the District's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit services. We believe this Engagement Letter documents that understanding.

Other Relevant Information

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

Fees and Costs

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2025 will not exceed \$7,500 unless the scope of the engagement is changed, the assistance which the District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. Our fee and the timely completion of our work are based on anticipated cooperation from District personnel, timely responses to our inquiries, timely completion and delivery of client assistance requests, timely communication of all significant accounting and financial reporting matters, and the assumption that no unexpected circumstances will be encountered during the engagement. All other provisions of this letter will survive any fee adjustment.

Use and Ownership; Access to Audit Documentation

The Audit Documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank. For the purposes of this Engagement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of Berger, Toombs, Elam, Gaines, & Frank's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by Berger, Toombs, Elam, Gaines, & Frank for the District under this Engagement Letter, or any documents belonging to the District or furnished to Berger, Toombs, Elam, Gaines, & Frank by the District.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants FL

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Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable Berger, Toombs, Elam, Gaines, & Frank policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access and Release Letter substantially in Berger, Toombs, Elam, Gaines, & Frank's form. Berger, Toombs, Elam, Gaines, & Frank reserves the right to decline a successor auditor's request to review our Audit Documentation.

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

Indemnification, Limitation of Liability, and Claim Resolution

Because we will rely on the District and its management and Board of Supervisors to discharge the foregoing responsibilities, the District agrees to indemnify, hold harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, directors, and employees from all third-party claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the District's management.

The District and Berger, Toombs, Elam, Gaines & Frank agree that no claim arising out of, from, or relating to the services rendered pursuant to this engagement letter shall be filed more than two years after the date of the audit report issued by Berger, Toombs, Elam, Gaines & Frank or the date of this engagement letter if no report has been issued. To the fullest extent permitted by Florida law, our firm shall not be liable for any loss of profits, business interruption, or other consequential, incidental, or punitive damages. In all circumstances, the total liability for any claim arising from this engagement will not exceed the total amount of the fees paid by the District to Berger, Toombs, Elam, Gaines & Frank under this engagement letter. Notwithstanding the foregoing, nothing in this limitation of liability provision shall, or shall be interpreted or construed to, relieve the District of its payment obligations to Berger, Toombs, Elam, Gaines & Frank under this Engagement Letter.

Confidentiality

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



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Retention of Records

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

Termination

Either party hereto may terminate this Engagement Letter for any reason upon fifteen (15) days' prior written notice to the other party. In the event the District terminates this engagement, the District will pay us for all services rendered, expenses incurred, and noncancelable commitments made by us on the District's behalf through the effective date of termination.

Either party may terminate this Engagement Letter upon written notice if: (i) circumstances arise that in its judgment cause its continued performance to result in a violation of law, a regulatory requirement, applicable professional or ethical standards, or in the case of Berger, Toombs, Elam, Gaines, & Frank, our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List, or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List.

Neither Berger, Toombs, Elam, Gaines & Frank nor the District shall be responsible for any delay or failure in its performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics, or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At the District's option, the District may terminate this Engagement Letter where our services are delayed more than 120 days; however, the District is not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants P.L.L.C.

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Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Engagement Letter. The District shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States. The District shall not knowingly cause Berger, Toombs, Elam, Gaines & Frank to violate any sanctions applicable to Berger, Toombs, Elam, Gaines & Frank. As used herein "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. State Department.

Any term of this Engagement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

Governing Law

This Engagement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Engagement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles, and applicable U.S. federal law.

Entire Agreement

This Engagement Letter constitutes the entire agreement between Berger, Toombs, Elam, Gaines & Frank and the District, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter including any separate nondisclosure agreement executed between the parties.

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

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.



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Electronic Signatures and Counterparts

This Engagement Letter may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which taken together will constitute one and the same instrument. Each party agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid and have the same force and effect as a manual signature.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms contained herein. Each party and its signatory below represent that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.


Please sign and return this letter to indicate your acknowledgment of, and agreement with, the terms of this Engagement Letter.


Sincerely,

BERGER, TOOMBS, ELAM, GAINES & FRANK
CERTIFIED PUBLIC ACCOUNTANTS PL

Melissa Marlin, CPA

Confirmed on behalf of the addressee:

Signed by: 
Sign: _____
Title: Chairman
Date: 10/29/2025



6815 Dairy Road
Zephyrhills, FL 33542

813.788.2155
BodinePerry.com

Report on the Firm's System of Quality Control

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

November 30, 2022

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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

Required Selections and Considerations

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

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

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.



Bodine Perry

(BERGER_REPORT22)

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,
ELAM, GAINES AND FRANK AND RIVINGTON COMMUNITY
DEVELOPMENT DISTRICT
(DATED OCTOBER 14, 2025)**

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

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

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

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

**INFRAMARK LLC
11555 HERON BAY BLVD, SUITE 201
CORAL SPRINGS, FL 33076
TELEPHONE: 954-603-0033
EMAIL: _____**

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

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

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

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


Auditor: Melissa Marlin

By: M. Marlin

Title: Director

Date: October 14, 2025

District: Rivington CDD

By:  Signed by: 0E0897BCBEA94CE...

Title: Chairman

Date: 10/29/2025



INFRAMARK



Rivington CDD September Field Inspection

Monday, September 8, 2025

20 Items Identified

20 Items Incomplete

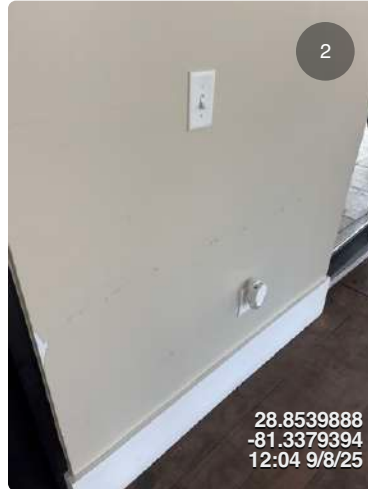
Kyle Goldberg

Inframark

Item 1 - Clubhouse Marks

Assigned To: Inframark

The clubhouse and amenity center room could use a coat of fresh paint.



Item 2 - Rail Markings

Assigned To: Inframark

The railings around the pool could use a touch of black paint.



Item 3 - Replace Palm

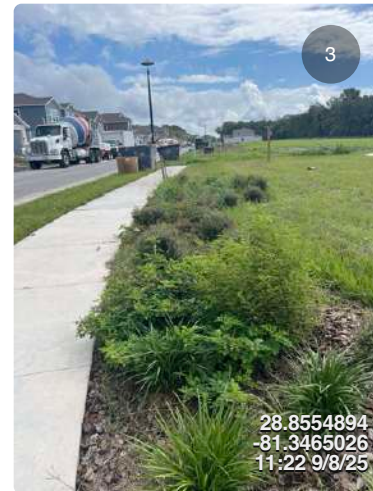
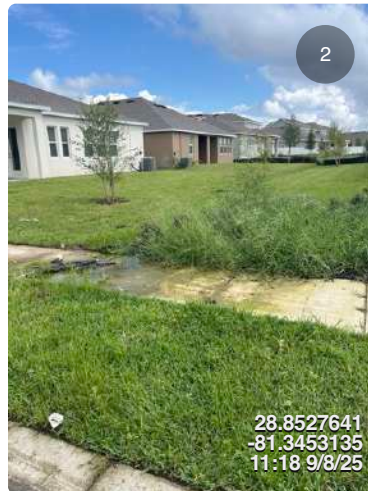
Assigned To: Cepra

Cepra to provide a proposal to replace dying Palm in front of clubhouse.

Item 4 - Maintenance

Assigned To: Cebra

Cebra to provide a proposal for sod replacement and irrigation repairs in this newly turned over area. Location: 757 Terrapin Dr



Item 5 - Pressure Washing

Assigned To: Inframark

Cebra has cleaned up and will continue to maintain this area.

Inframark field services to provide a proposal to pressure wash.

Location: 644 Terrapin Dr



Item 6 - Trash

Assigned To: [Cepra](#)

Trash should be picked up during routine maintenance.



Item 7 - Standing Water

Assigned To: [Cepra](#)

Cepra to adjust the irrigation in this area to reduce standing water. Location: 734 Costa Ln

Item 8 - Curb Damage

Assigned To: Board Update

The curbs around the community have been damaged due to trucks carrying heavy machinery. Repairs should be considered when construction ends. Location: Ft. Florida Rd entrance



Item 9 - Plant Install

Assigned To: Cepra

Cepra to provide a proposal to fill in blue daze and plant beds. Location: Ft. Florida Rd entrance



Item 10 - Annuals

Assigned To: [Cepra](#)

Annuals to be swapped out in October. Location: Ft. Florida Rd entrance



Item 11 - Ft. Florida Road

Assigned To: [Board Update/Cepra](#)

Cepra has knocked back a lot of the vegetation on Ft. Florida Rd and will continue to maintain this area.



Item 12 - Maintenance

Assigned To: [Cepra](#)

Cepra to start maintaining this area. Location: Seaboard Ln



Item 13 - Two Dead Trees

Assigned To: Rivington HOA

Two dead trees were located on Heartside Ave, these are the HOA's responsibility.



Item 14 - Plant Bed Damage

Assigned To: Cepra

Someone has driven through the plant bed in front of 600 Hyperion Dr.



Item 15 - High Grass

Assigned To: Cepra

This area is currently too wet for Cepra to mow. Cepra will mow as soon as it's dry enough to mow. Location: Next to 778 Hyperion Dr



Item 16 - Paint

Assigned To: Inframark

This post could be touched up with black paint.



Item 17 - Rusty Push Bar

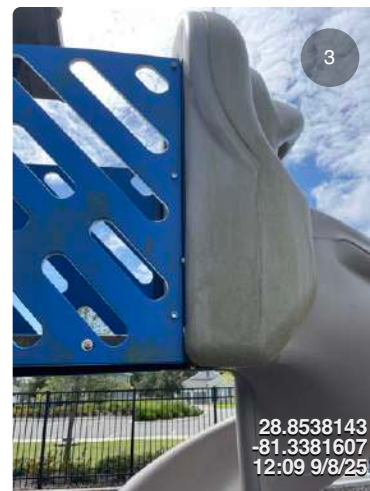
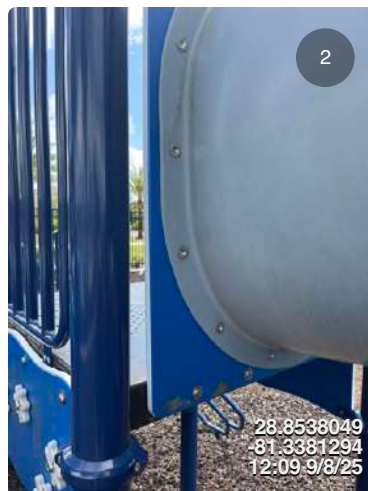
Assigned To: Inframark

Inframark field services to remove rust and paint multiple rusted push bars by the pool.

Item 18 - Playground Maintenance

Assigned To: Inframark

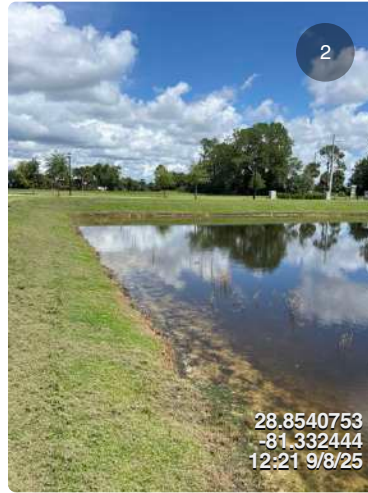
A few pieces of playground equipment should be cleaned. This was done the day of inspection.



Item 19 - Aquatic Grasses

Assigned To: Aquatic Weed Control

Aquatic grasses appear to have been treated by Brackenberry St.



Item 20 - Turf Weeds

Assigned To: Cepra

Turf weeds should be treated during routine maintenance.

Location: In front of 689 Brackenberry St



Rivington CDD October Field Inspection

Tuesday, October 7, 2025

23 Items Identified

23 Items Incomplete

Kyle Goldberg

Inframark

Item 1 - Cutback

Assigned To: Cebra

A couple areas in the conservation area along Bayhawk St could use a cutback.



Item 2 - Dumping

Assigned To: Inframark

Multiple cinder blocks were dumped in the conservation area.

These were picked up during day of inspection.



Item 3 - Raise Canopy

Assigned To: Cebra

This tree should have its canopy raised. Location: 785 Belgrove St



Item 4 - Fill Dirt

Assigned To: [Cepra](#)

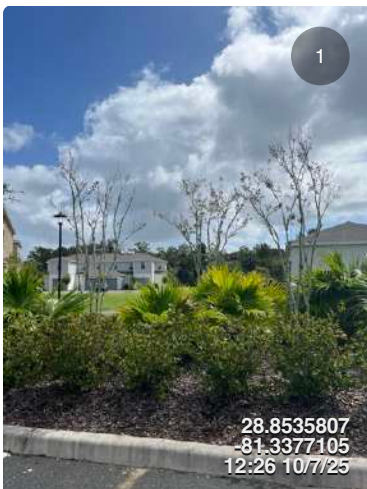
The catch basin by the clubhouse has been installed. The eroded area needs to be filled in with dirt.



Item 5 - Palm Fertilization

Assigned To: [Cepra](#)

What is the schedule for fertilization for the palms by the clubhouse?



Item 6 - Dying Trees

Assigned To: [Cepra](#)

There are a couple trees by the clubhouse that aren't doing to well. Cepra to add an application of fertilizer.



Item 7 - Dumpster Doors And Trash

Assigned To: Inframark

Dumpster doors are scheduled to be replaced this week.

Inframark field services to also breakdown boxes to ensure trash gets taken away.

Item 8 - Push Bar Painting

Assigned To: Inframark

Rusted push bars have been sanded and painted. Some touch up paint is needed for the playground gate push bar.



Item 9 - Bollards

Assigned To: Inframark

Additional bollards need to be ordered and installed at this walkway. Location: 644 Terrapin Dr

Item 10 - Pressure Washing

Assigned To: Inframark

This area is being maintained by Cepra but should be pressure washed. Location: 644 Terrapin Dr



Item 11 - Cutback

Assigned To: Cepra

Some vegetation in the conservation area should be cut back. Location: 727 Porter Rye Ave



Item 12 - Irrigation Repair

Assigned To: [Cepra](#)

There is a possible irrigation repair needed in this area.

Location: 644 Becklow St



Item 13 - Rivington Drive Entrance

Assigned To: [Board Update/Cepra](#)

Annuals at the Rivington Dr entrance have been swapped out. There are a couple spots along Ft. Florida road that need to be cut down.



Item 14 - Construction Update

Assigned To: Board Update

An update of the construction at the Becklow St entrance.



Item 15 - Trim Vegetation

Assigned To: Cepra

This vegetation should be trimmed. Location: 602 Becklow St

Item 16 - Cutback

Assigned To: Cepra

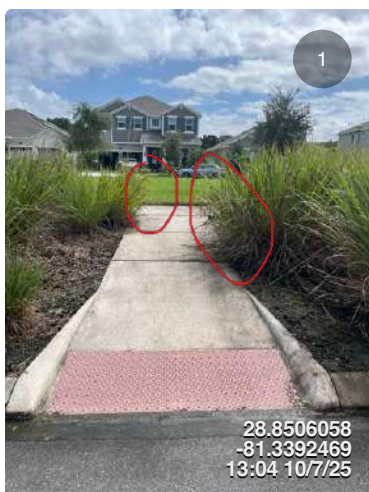
Vegetation should be cutback to avoid covering signs. Location: 641 Bayhawk St



Item 17 - Cutback

Assigned To: Cepra

This vegetation should be cutback. Location: 700 Hyperion Dr



Item 18 - Trim Vegetation

Assigned To: Cepra

This vegetation should be trimmed to not impede sidewalk.

Location: 725 Brynle Ct



Item 19 - Trim Vegetation

Assigned To: [Cepira](#)

This vegetation should be trimmed to not impede sidewalk.

Location: 856 Terrapin Dr



Item 20 - Standing Water

Assigned To: [District Engineer](#)

This is the area that was recently pressure washed. Sediment has started to move onto the walking path. Are there any actions we can take to reduce water in this area? 852 Terrapin Dr

Item 21 - Cutback

Assigned To: [Cepira](#)

There are a couple plants that should be cutback along this walking trail by 863 Terrapin Dr.



Item 22 - Remove Vegetation

Assigned To: [Cepra](#)

Remove vegetation by this storm drain to ensure proper water flow. Location: 791 Porter Rye Ave



Item 23 - Cut Tree

Assigned To: [Board Update/Cepra](#)

There appears to have been a tree cut at 643 Belgrove St. Will this be replaced?





Rivington CDD November Field Inspection

Monday, November 24, 2025

17 Items Identified

17 Items Incomplete

Kyle Goldberg

Inframark



Item 1 - Broken Table

Assigned To: [Inframark](#)

One of the tables has broke in the amenity center.



Item 2 - Broken Lock

Assigned To: [Inframark](#)

A lock in the men's room has broken off.



Item 3 - Weeds

Assigned To: [Cepra](#)

Weeds should be treated during routine maintenance.



Item 4 - Replace Palm

Assigned To: [Ceptra](#)

Ceptra to provide a proposal to replace a palm at the amenity center.



Item 5 - Move Drain/Fill Dirt

Assigned To: [Inframark/Ceptra](#)

Inframark field services to move drain to a more optimal spot.
Ceptra to help fill in dirt around wall that's been washed out.



Item 6 - Weeds

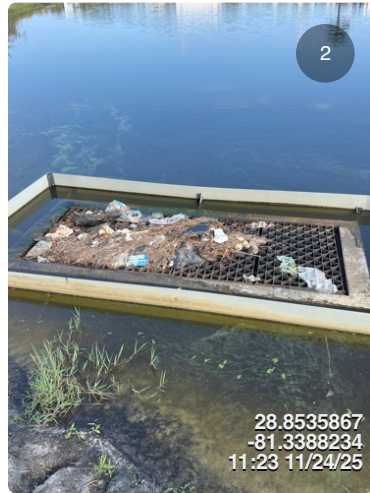
Assigned To: [Ceptra](#)

Weeds should be treated during routine maintenance. Location:
Entrance to amenity center parking lot

Item 7 - Aquatic Weeds And Trash

Assigned To: Aquatic Weed Control

Aquatic weeds should be treated during routine maintenance. Trash should also be collected from storm water systems. Location: Pond next to amenity center



Item 8 - Dumpster Door Damage

Assigned To: Board Update

It appears someone has hit the dumpster doors.



Item 9 - Plant Installation

Assigned To: Cebra

Cebra to fill in this area on Rivington Ave.



Item 10 - Ft. Florida Rd

Assigned To: Cebra

Cebra to cut down some dense vegetation along Ft. Florida Rd.



Item 11 - Irrigation Repair

Assigned To: Cebra

It appears some irrigation is in need of repair. There's been a loss in pressure in this area. Location: 708 Moca Ln

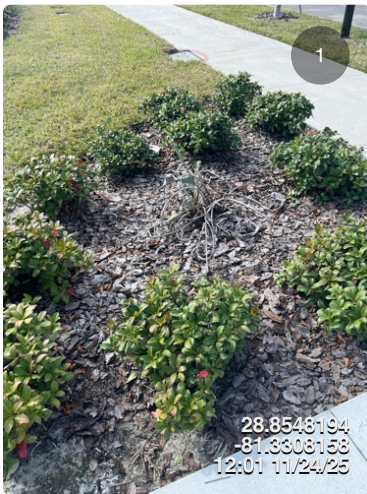


Item 12 - Cutback

Assigned To: [Cepra](#)

Vegetation should be cut back to not extend past fence line.

Location: Nearby 765-763 Terrapin Dr



Item 13 - Remove Dead Vegetation

Assigned To: [Cepra](#)

Dead vegetation should be removed. Location: Castlecroft Ln



Item 14 - Knocked Over Stop Sign

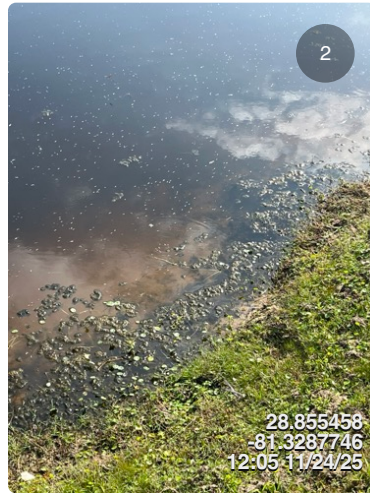
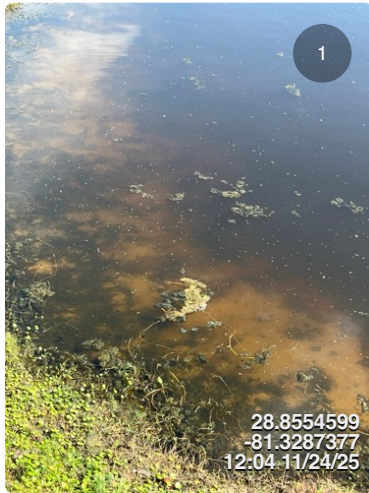
Assigned To: [Board Update](#)

A stop sign has been knocked down near 543 Solaire Ave.

Item 15 - Algae

Assigned To: Aquatic Weed Control

Algae should be treated during routine maintenance. Location: Seaboard Ln



Item 16 - Construction Update

Assigned To: Board Update

Construction in this area has been dormant. Has construction been completed? When will this area be restored?





Item 17 - Missing Yield Sign

[Assigned To: City](#)

There appears to be a missing yield sign entering this roundabout from Rivington Ave.



August 22, 2025

Rivington Community Development District
c/o Inframark Community Management
313 Campus Street
Celebration, FL 34747

Re: Rivington Community Development District
Professional Services Agreement

Dear Ms. Jennifer Goldyn,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit this letter agreement (the "Agreement") to **Rivington Community Development District c/o Inframark Community Management** ("the Client") for providing professional engineering consulting services for the Rivington Community Development District as outlined below:

PROJECT UNDERSTANDING

The Rivington Community Development District (the "Rivington CDD" or the "District") consists of approximately 335+/- acres located on the southwest and southeast corners of Fort Florida Road and Barwick Road, in the City of DeBary, Florida.

The District has requested Kimley-Horn's assistance with initial preparation and future revisions to Ownership Allocation Maps for four (4) phases of the community (Phases 1-4).

SCOPE OF SERVICES

Task 1 – Ownership Allocation and Maintenance Maps (Phases 1-4)

Kimley-Horn will prepare Ownership Allocation Maps for four (4) phases (Phases 1-4) of the community. The maps will consist of the following:

Map 1

- Shows Plat phases, lots, roads, sidewalks, ROW, Ponds, etc. based on the final approved Plats for the community.
- Defines Ownership (CDD, HOA, City of DeBary)
- Identifies Encumbrances (Duke Transmission Easement, Florida Gas Easement)

This map will consist of four (4) sheets. One (1) overall sheet depicting the entire development, one (1) sheet depicting phases 1-2, one (1) sheet depicting phase 3, and one (1) depicting phase 4.

Task 2 – Ownership Allocation and Maintenance Map Updates

Kimley-Horn will update the Ownership Allocation and Maintenance Maps prepared in Task 1 on an as requested/as needed basis until the community is 100% completed. It is assumed the updates will be required every +/-6-months. Kimley-Horn will update the maps on an hourly, as requested basis.



FEES AND BILLING

Kimley-Horn will perform the services outlined above for the following fees:

TASKS		FEE
1	Ownership Allocation and Maintenance Maps (Phases 1-4)	\$3,000
2	Ownership Allocation and Maintenance Map Updates	Hourly, as Requested

Task 1 above will be invoiced on a lump sum plus expense basis. Task 2 will be provided on an hourly, as requested basis utilizing our current hourly rates.

CLOSURE

If you concur in the foregoing and wish to direct us to proceed with the aforementioned services, please forward a Contract or Work Authorization for our review and execution. Execution of this Contract formalizes our working arrangement.

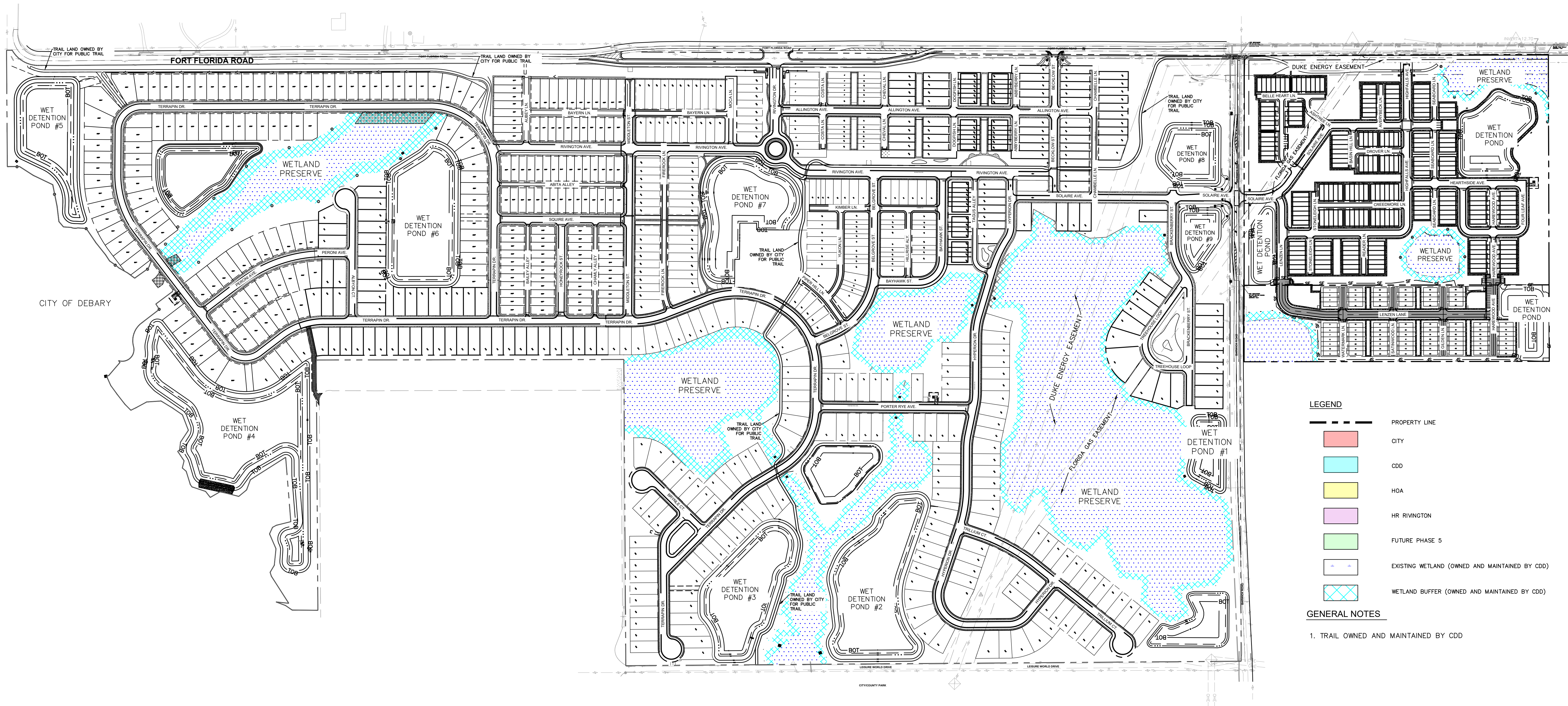
We appreciate the opportunity to provide these services to you. Please do not hesitate to contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

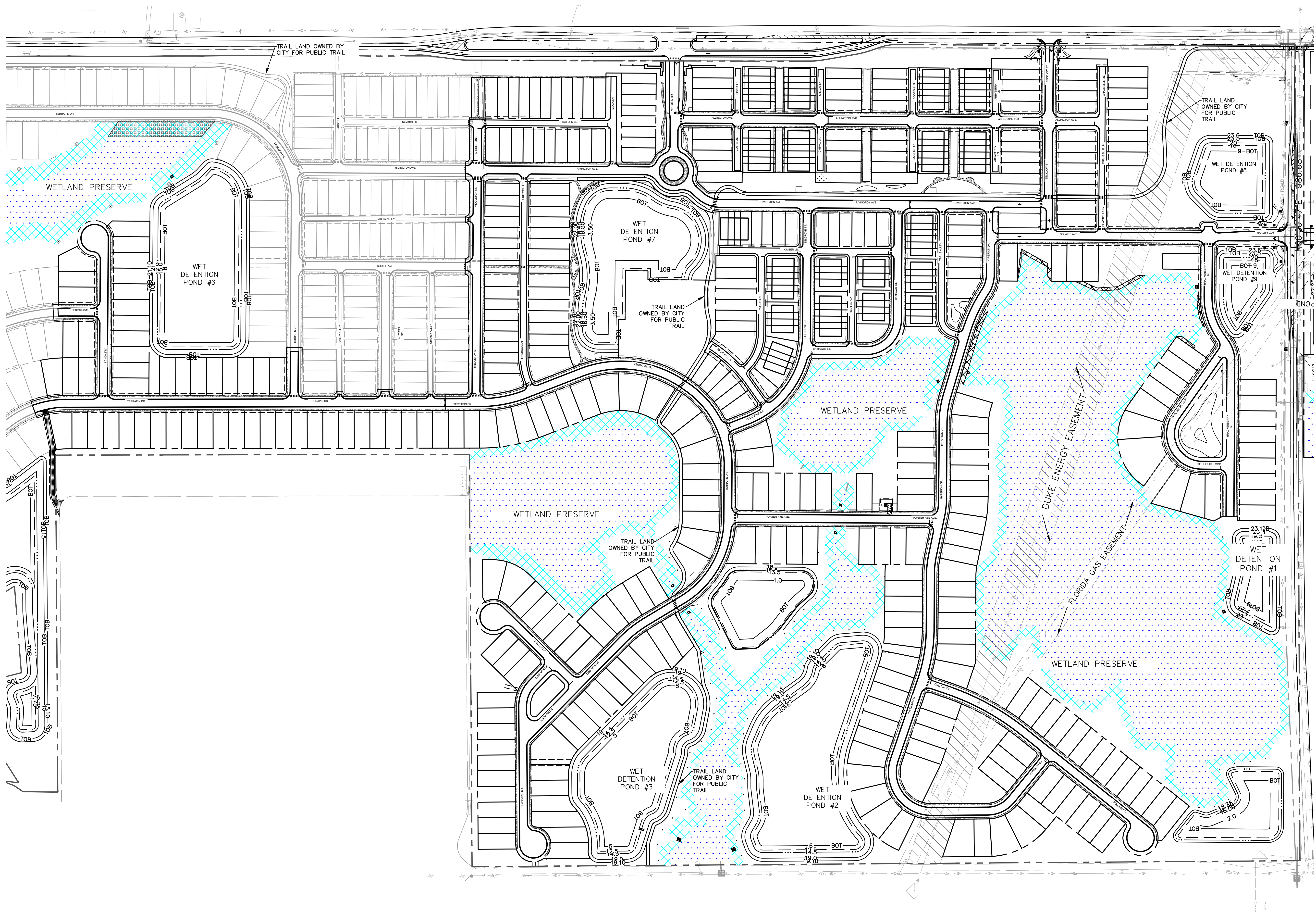
Brent A. Lenzen, P.E.
Vice President

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LEGEND

- PROPERTY LINE
- CITY
- CDD
- HOA
- HR RIVINGTON
- FUTURE PHASE 5
- EXISTING WETLAND (OWNED AND MAINTAINED BY CDD)
- WETLAND BUFFER (OWNED AND MAINTAINED BY CDD)

GENERAL NOTES

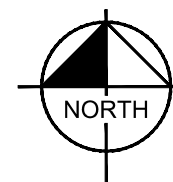
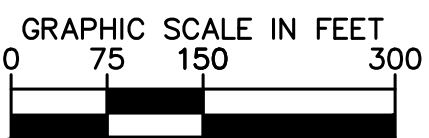
1. TRAIL OWNED AND MAINTAINED BY CDD

RIVINGTON PHASE 1 - 4

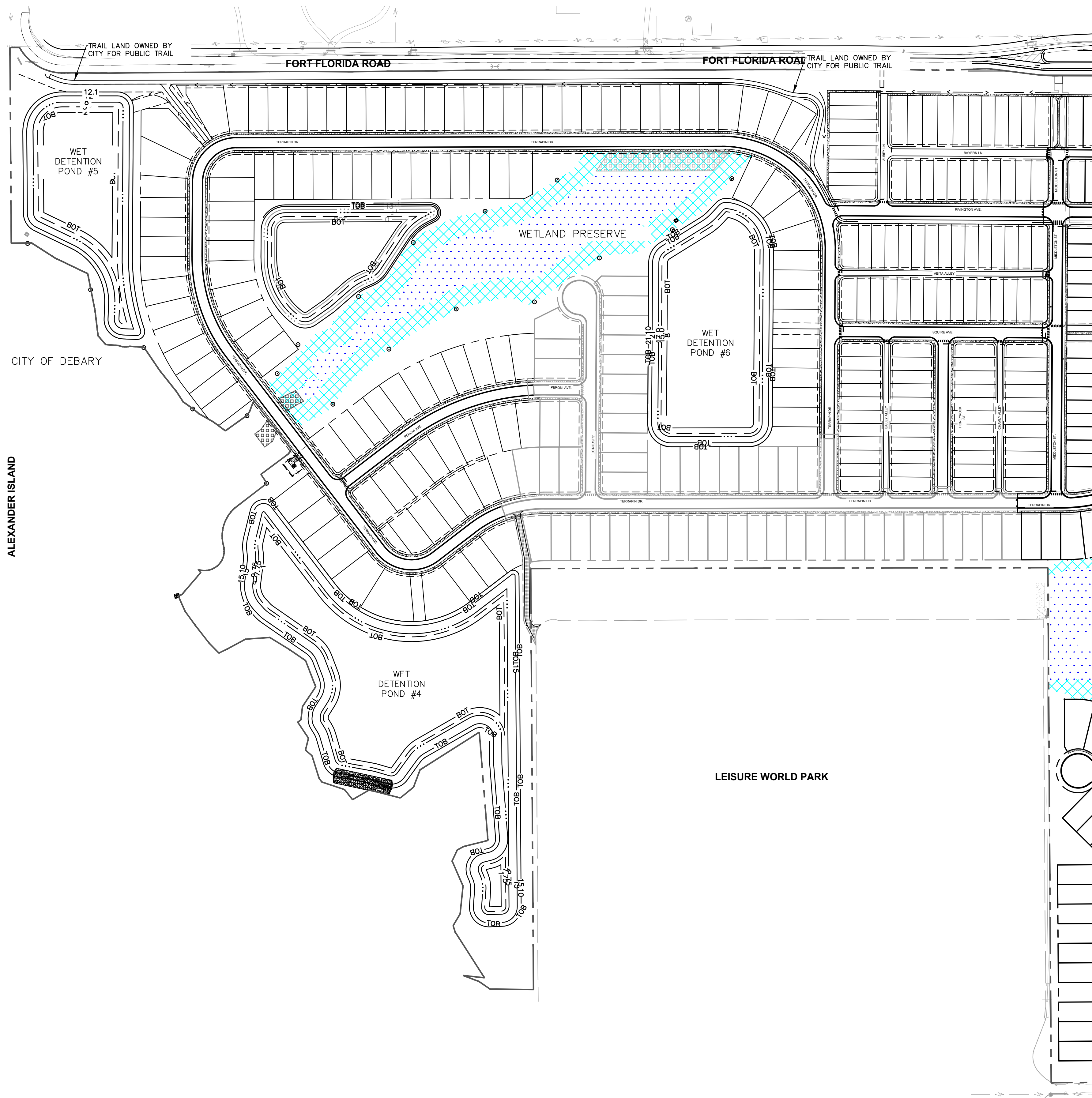
PHASE 1 & 2 OWNERSHIP MAP

09/10/2025

CITY OF DEBARY, FLORIDA



Kimley»Horn



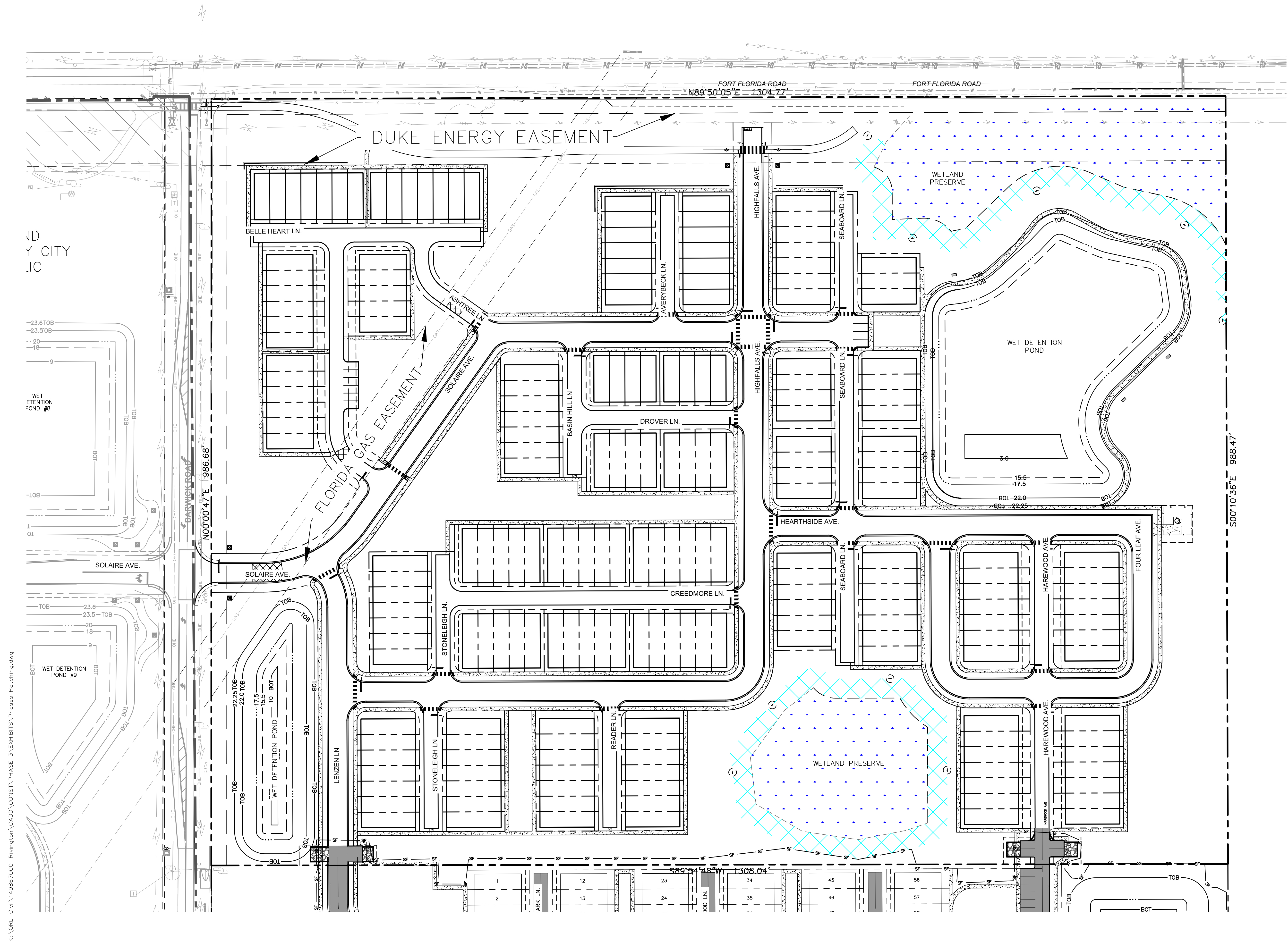
LEGEND

	PROPERTY LINE
	CITY
	CDD
	HOA
	HR RIVINGTON
	FUTURE PHASE 5
	EXISTING WETLAND (OWNED AND MAINTAINED BY CDD)
	WETLAND BUFFER (OWNED AND MAINTAINED BY CDD)

GENERAL NOTES

1. TRAIL OWNED AND MAINTAINED BY CDD

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LEGEND

	PROPERTY LINE
	CITY
	CDD
	HOA
	HR RIVINGTON
	FUTURE PHASE 5
	EXISTING WETLAND (OWNED AND MAINTAINED BY CDD)
	WETLAND BUFFER (OWNED AND MAINTAINED BY CDD)

GENERAL NOTES

1. TRAIL OWNED AND MAINTAINED BY CDD

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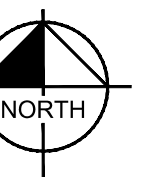
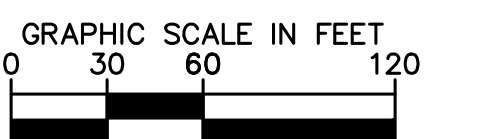
RIVINGTON PHASE 1 - 4

PHASE 4 OWNERSHIP MAP

C-103

CITY OF DEBARY, FLORIDA

09/10/2025



Kimley»Horn

Activity	Frequency		Cost per Service	Year One Cost	Notes
1	41	Turf Maintenance	\$3,391.02	\$139,032.00	
2	41	Turf (Litter, Trash, and Debris prior to mow removal)	\$47.20	\$1,935.00	
3	As Needed	Spread Pine Straw/Mulch	\$65/CY	\$12,025.00	4.2.5 Mulching
4	52	Shrub Bed Maintenance (Weed Control, Litter, Trash, and Debris Removal, Pruning, Etc.)	\$504.25	\$26,221	
5	3	Tree Maintenance	\$2,823.33	\$8,470	4.3.1 Pruning
6	4	Annual Installation/Maintenance	\$2,580	\$10,320	4.2.4 Pest and Disease Control
7	12	Irrigation System Inspection	\$2,610.42	\$31,325.00	4.4 Irrigation System Irrigation Hourly Rate \$75/HR
GRAND TOTALS			\$ 11,956.22	\$ 229,328.00	

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>
--	-------------------

6. Annuals Maintenance/Installation	<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

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: Chris Marquess

Title of Authorized Signatory of Proposer: Client Relations and Business Development

Signature of Authorized Signatory of Proposer: Chris Marquess

Activity	Frequency		Cost per Service	Year One Cost	Notes
1	41	Turf Maintenance	\$3,658.54	\$150,000.00	
2	41	Turf (Litter, Trash, and Debris prior to mow removal)	\$195.12	\$8,000.00	
3	As Needed	Spread Pine Straw/Mulch	\$60.00/CY	\$12,000.00	4.2.5 Mulching
4	52	Shrub Bed Maintenance (Weed Control, Litter, Trash, and Debris Removal, Pruning, Etc.)	\$353.85	\$18,400	
5	3	Tree Maintenance	\$1,754.67	\$5,264	4.3.1 Pruning
6	4	Annual Installation/Maintenance	\$2.05/Plant	No Plant Total	4.2.4 Pest and Disease Control
7	12	Irrigation System Inspection	\$861.33	\$10,336.00	4.4 Irrigation System Irrigation Hourly Rate \$75/HR
GRAND TOTALS			\$ 6,823.51	\$ 204,000.00	

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: 

Activity	Frequency		Cost per Service	Year One Cost	Notes
1	41	Turf Maintenance	\$2,485.13	\$101,890.38	
2	41	Turf (Litter, Trash, and Debris prior to mow removal)	\$220.87	\$9,055.86	
3	As Needed	Spread Pine Straw/Mulch	\$58.50	\$26,325.00	4.2.5 Mulching
4	52	Shrub Bed Maintenance (Weed Control, Litter, Trash, and Debris Removal, Pruning, Etc.)	\$577.90	\$30,051	
5	3	Tree Maintenance	\$6,686.67	\$20,061	4.3.1 Pruning
6	4	Annual Installation/Maintenance	\$2,059	\$8,236	4.2.4 Pest and Disease Control
7	12	Irrigation System Inspection	\$573.83	\$6,885.93	4.4 Irrigation System Irrigation Hourly Rate \$60/HR
GRAND TOTALS			\$ 12,662.10	\$202,504.71	

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>
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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

****based on our following takeoff map, we captured 99.9% of the CDD property and feel comfortable knowing our proposal will allow us the revenue dollars to deliver a great finished product for the CDD****

Additionally we are providing the CDD a \$7,500 reinvestment credit to be used at their discretion for renovations, enhancements and/or tree work.

Base Maintenance Services

Rivington CDD	Price	No. of Months	Subtotal
Basic Maintenance Services	\$15,700	12	\$188,400
Horticulture Services - Fertilization & Pest Control Included In Basic Maintenance Services Above			
Irrigation Management	\$1,900	12	\$22,800
Annual Base Maintenance Cost			\$211,200

Additional Services Not Included In Contract

Additional services such as mulch, annual flowers and palm pruning will be invoiced on a separate work order.

Total Annual Cost: \$211,200.00

Total Monthly Cost: \$17,600.00

Vendor	Turf Maintenance	Trash Removal	Mulch	Shrub Bed Maintenance	Tree Maintenance	Annual Installation	Irrigation System Inspection	Total
Brightview	\$101,890.38	\$9,055.86	\$26,325.00	\$30,051.61	\$20,060.93	\$8,236	\$6,885.93	\$202,505.71
United Land Services	\$139,032.00	\$1,935.00	\$12,025.00	\$26,221	\$8,470	\$10,320	\$31,325.00	\$229,328.00
Yellowstone	\$150,000.00	\$8,000.00	\$12,000.00	\$18,400.00	\$5,264.00	\$2.05/Plant	\$10,336.00	\$204,000.00
Cepira	\$146,000.00	\$8,580.00	\$22,000.00	\$26,200	\$6,800	\$3,781	\$22,800.00	\$236,161.00

Polynesian Pool and Spa, LLC DBA Southeast Pools

1633 Future Way #177

Celebration, FL 34747

4075072570

admin@polynesianpoolandspafl.com

www.polynesianpoolandspafl.com



Estimate

ADDRESS

Rivington CDD

210 N University Dr.

Suite 702

Coral Springs, FL 33071

ESTIMATE # 1759

DATE 11/24/2025

DESCRIPTION		QTY	RATE	AMOUNT
Flow Control Valve & Float		1	237.77	237.77
Labor per hour	Replace failed autofill for pool	0.50	125.00	62.50
SUBTOTAL				300.27
TAX				0.00
TOTAL				\$300.27

Accepted By

Accepted Date

We appreciate your business!



WFLI-JAX, INC
 11491 COLUMBIA PARK DR W
 Jacksonville FL 32258
 Phone: (904) 332-9038

Project Rivington CDD
Location
Quote WFLI/JAXINC25-15632-1

From: Taylor Michael
Quoter Ph:
Email: taylor@wflijax.com

To: Kyle Goldberg

For
Bid Date Aug 7, 2025
Expires Sep 6, 2025

QTY	Type	MFG	Part	
1	POLE	LSI	5RP T S11G16 N BLK	
1		LSI	ABKIT 5RP S11G STL PL 3/4X24 11BC / KIT BCVR 5SRBC BLK ANCHOR BOLTS / BASE COVER	
SUBTOTAL				\$1,225.07
Note				
Note				
				4-6 WEEKS LEAD TIME
				PLUS FREIGHT
Total:				\$1,225.07

Terms and conditions of sale:

*** Please reference quote number on all purchase orders ***

Manufacturer's published terms & conditions of sale apply.

All items are quoted as standard production items and do not include additional parts, fittings, stems, spares or other accessories unless otherwise noted.

Unless specifically noted, luminaires do not include lamps and are shipped with standard finishes.

Add freight for preshipment of anchorbolts.

Price is based on quantities & B.O.M. as shown. Items not specifically listed on quotation are not included.

Unless specifically noted on customer provided bid request, WFLI-Jax, Inc. is not responsible for verification of ceiling types (i.e. grid vs. flange), voltages or determining multiple ballasts required for switching.

This B.O.M. must ship within the North Florida territory of WFLI-Jax, Inc.

Unless specified, quotation does not meet "Buy America Act"

Sales tax is not included

Freight charges for items not included in factory pricing are estimates.





Re: FPL OUTDOOR LIGHTING REQUEST FORM

Dear Customer:

Thank you for your recent inquiry about the installation of an outdoor light. Generally, FPL can provide you with this lighting if your home or property is presently being served from a utility pole(s) on or adjacent to your property. The light's illumination pattern must be oriented toward the structure or property and not toward the street or alley. Please secure your neighbors' approval for the installation of the light.

To install the requested light(s), please complete the following steps:

- 1) Please complete the attached Outdoor Lighting Information Form. Enter the customer information, select the light type and quantity that you want installed, and sketch the position of the light. Please note the example poles shown on the form. A secondary voltage source must be located on the pole or within one pole from the pole where the light will be installed. The location of the light must be accessible to a truck at all times.
- 2) Please read and complete the enclosed "Outdoor Security Light Agreement".
- 3) If possible, attach a picture of the pole you would like to have the light installed on, along with this document.
- 4) There are two options for returning the completed documents depending where you receive electrical service (See map below):

 FPL	 FPL Northwest FL
Please visit FPL's Project Portal, where you can login or create a user account and upload the documents and track your project. The website address is FPL.com/construction or Click Here	Please visit the online outdoor light request form, where you can upload the documents. The website address is FPL.com/lights or Click Here

The outdoor light(s) will be billed on a monthly basis. There are no up-front costs collected for installation. Please be certain of your selection. The agreement for a light(s) is a minimum of one year. If we are required or requested to change or relocate the light(s) before the term of service, a labor charge must be paid. The term of the agreement will begin on the date of installation, and monthly billing will begin thereafter.

You will be notified if FPL determines that the requested installation is not feasible. Please allow a minimum of four to six weeks from FPL's receipt of the executed agreement for installation of FPL facilities.

Regards,

Florida Power & Light Company

OUTDOOR LIGHT AGREEMENT

Outdoor lights are for year-round outdoor security lighting of yards, walkways, and other similar areas. Lights to be served hereunder shall be at locations which are easily and economically accessible to Company equipment and personnel for construction and maintenance. Company-owned luminaries will be mounted on Company's existing distribution poles and served from existing overhead wires.

The Company hereby agrees to supply and the customer hereby agrees to receive and pay for all power, energy, and service required for the Outdoor Security Lights as listed on the request form and located at the address shown, in accordance with the Company's applicable Rate Schedule LT-1 and General Rules and Regulations for Electric Service, or any effective superseding and applicable rate schedules and rules and regulations in effect according to the Company's approved tariff for the terms of service specified below, and thereafter until canceled by either party.

The Customer hereby grants the Company the right to enter upon, occupy, and use such areas of the Customer's premises as are necessary to enable the Company to construct, install, operate, maintain, and repair said electric facilities which are Company-owned.

The Company, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

If the Customer terminates service before the expiration of the initial term of the agreement, the Company may require reimbursement for the total expenditures made to provide such service, plus the cost of removal of the facilities installed less the salvage value thereof, and less credit for all monthly payments made for Company-owned facilities.

At the Customer's request, the Company will upgrade to a higher level of illumination without a service charge when the changes are consistent with good engineering practices. The Customer will pay the Company the net costs incurred in making other lamp size changes. In all cases where luminaries are replaced, the Customer will sign a new service agreement. Billing on the rate for the new luminaire or lamp size will begin as of the next regular billing date. A luminaire may be relocated at the Customer's request upon payment by the customer of the cost of removal and reinstallation.

The Company will not be required to install equipment at any location where the service may be objectionable to others. If it is found after installation that the light is objectionable, the Company may terminate the service without obligation or liability.

When the Company relocates or removes its facilities to comply with governmental requirements, or for any other reason, either the Company or the Customer shall have the right, upon written notice, to discontinue or remove service hereunder without obligation or liability.

TERM SERVICE: 1 Year

I (WE) agree to the term and condition above. I understand that the listed prices do not include tax, franchise, fuel capacity, conservation, and environmental changes.

CUSTOMER SIGNATURE: _____

DATE: _____



LED Lighting Plan

Account Name:-**Rivington HOA**

**Rivington community development district-
Additional SL's**

Completion Date -Calculator Tool	Date
Expected Closed Date	Oct 31, 2025
Material Delivery Date	Jan 09, 2026
Estimated Requesting Date	Apr 26, 2026

Going Green

This plan reduces power consumption by: 264.00 kWH / Year

And that eliminates: 0.19 metric tons of CO2 every year

Or removing: 0 cars from the road

TOTAL	1	\$ 0.00	\$ 36.59	\$ 0.00	\$ 0.00
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INSTALLATION DETAILS			EXISTING	Option 1	Option 2	Option 3
Installation 1		Fixture		EPTC 65 Watt 4000K		
		Fixture/Pole	1	1	1	1
		Pole Type		21' with 15.5'MH Standard Black Fiberglass		
		Fixture*	\$ 0.00	\$ 10.50	\$ 0.00	\$ 0.00
Quantity	1	Pole	\$ 0.00	\$ 9.61	\$ 0.00	\$ 0.00
FPL Conversion	False	Maintenance	\$ 0.00	\$ 1.45	\$ 0.00	\$ 0.00
Full/Hybrid	Full	Energy	\$ 0.00	\$ 1.80	\$ 0.00	\$ 0.00
		Monthly Total	\$ 0.00	\$ 23.36	\$ 0.00	\$ 0.00

ALC Charge Details

Type	Cost
ALC	13.23

FPL Work Request Number: _____

In accordance with the following terms and conditions, RIVINGTON COMMUNITY DEVELOPMENT DISTRICT (hereinafter called the Customer), requests on this 28th day of October, 2025, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Terrapin dr, located in Debarry, Florida.

- [illegible]

1

Pole Description	# Installed	# Removed
standard black fiberglass pole 21' (15'6 MH)	1	

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): FPL will install 1 x EPTC fixture on 1x standard black fiberglass pole per the quantities and descriptions above and in accordance with the lighting layout design & job sketch produced by FPL. Customer responsible for all restoration following new street light installation. Customer responsible for locating and marking all customer owned facilities within installation areas. Customer responsible for making all installation areas accessible for street light installation including tree trimming. FPL not responsible for damage to any customer owned facilities installed within utility easement and installation areas. FPL will locate public facilities.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$13.23. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$2003.25 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

RIVINGTON COMMUNITY DEVELOPMENT DISTRICT

Customer (Print or type name of Organization)


By: _____

Signature (Authorized Representative)

(Print or type name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

By: 
(Signature)

Yader Portocarrero
(Print or type name)

Title: LT-1 Lighting Representative

FPL CARMS MEMO

Agenda Page 90

DATE / FECHA: _____

CUSTOMER NAME :

(Invoice addressed to whom / Nombre de quien la factura esta
dirijido)

CUSTOMER SS # / TAX ID # :

MAILING ADDRESS :

(Direction postal adonde va la
factura)

JOB LOCATION :

(Direccion del trabajo)

CONTACT PHONE :

(# de telefono)

****Name on invoice needs to
match name on check****

*** **FPL USE ONLY** ***

SALES REPRESENTATIVE:

WR :

DESIGNER:

CUS# _____ **INV#** _____ / /



RIVINGTON COMMUNITY DEVELOPMENT ADDITIONAL SL PRELIM



FPL CONSTRUCTION SYMBOL

= New UG PVC & Cable

= New 17" Hand-hole

= New Streetlight on Fiberglass pole

= Existing PMTX

Product Summary					EASEMENT REQUIRED										
Symbol	Description	Watts	Fixtures	Quantity	AS-BUILT CREW PRINT		ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.			JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS		AS-BUILT COPY			
<div></div>					FOREMAN'S SIGNATURE _____ DATE _____		FOREMAN'S SIGNATURE _____ DATE _____			SUPERVISOR'S SIGNATURE _____ DATE _____		INITIALS _____ CERT. DATE _____			
					Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL		RIVINGTONG COMMUNITY DEVELOPEMENT 1 SL INSTALL 833 TERRAPIN DR DEBARY,FL 32713		
					Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>						
					PERMIT REQ'D City _____ County Rd. _____ County Air _____ State Road _____ FAA _____		WMD _____ RR Xing _____ DR. Dist. _____ Transm. _____								
					Requested Tel. Co. Set Poles ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Tele. Attachment Per _____			Designed by: EZECHIEL ALCIUS		Date: 10/27/25			
					Requested Tel. Co. Transfer ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Telephone Co. Job No. _____			Drawn by: EA		Check by: _____			
						Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>					Dwg No. 1 OF 2				
						POLE LINE FEET 0'		DUCT BANK FT. 0'			Rural Location Sec. 08 TWP. 19 S, RGE. 30 E.				
						POLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'			SCALE: N.T.S		St. Lt MAP No. FF0871		
						TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			Posted by: WR		M/A		
												XXXXXX		XX	

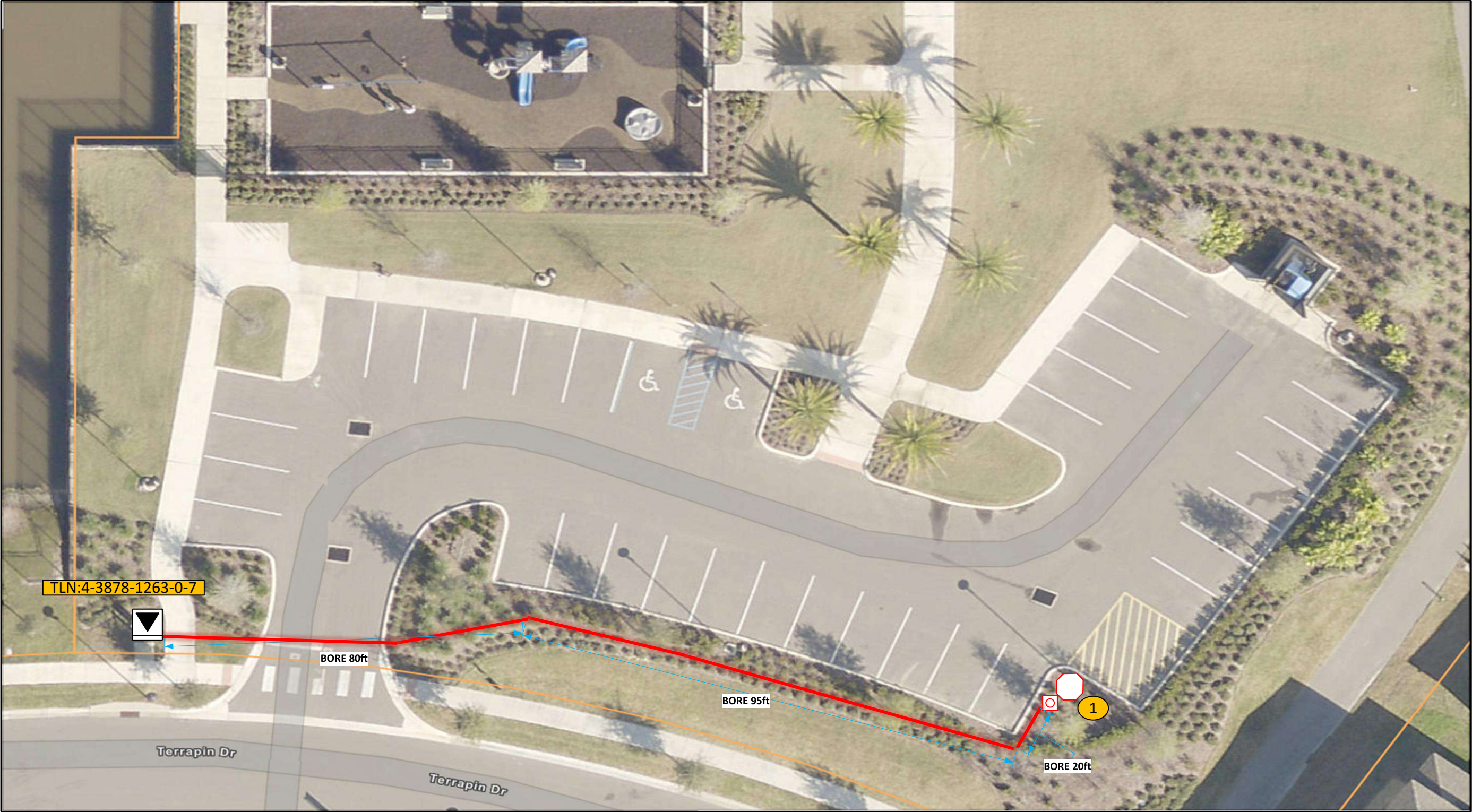
☐ INACCESSIBLE

☒ 13 kV

☐ FUTURE 23 kV

☐ 23 kV

☐ SALT SPRAY



Construction Notes:

FPL Contractor to install #6 DPX UG through conduit for all locations shown.
FPL to install 2" PVC for rapid trenching for all locations and use 2" HDPE for directional bore. Call locates prior to digging.
LOC 1:Install 1 GE EPTC 65W 4000K 7,300L ON NEW STD BLACK FIBERGLASS 20' (15' 6" MH) POLE

FPL installing poles, pulling #6 DPX UG cable and doing terminations. Poles on this page to be installed within utility easements.
CHECK VOLTAGE – CONVERT 480V to 120V or 240V’
On 480V circuits, change the relay prior to installing the lights. Verify the source and amount of lights on that relay.
-Verify fixture is working correctly after installation. Check 120V to terminal blocks.
- Customer responsible for any restoration required.

FPL LED: Yader Portocarrero

AS-BUILT CREW PRINT				ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.				JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS				AS-BUILT COPY					
FOREMAN'S SIGNATURE _____ DATE _____				FOREMAN'S SIGNATURE _____ DATE _____				SUPERVISOR'S SIGNATURE _____ DATE _____				INITIALS _____ CERT. DATE _____					
Easement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Survey/Stake? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Work with SMO? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		FPL		RIVINGTONG COMMUNITY DEVELOPEMENT 1 SL INSTALL 833 TERRAPIN DR DEBARY,FL 32713									
Tree Work? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Designer/Stake? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		CT/Special Mtr? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>													
PERMIT REQ'D	City	County Rd.	County Air	State Road	FAA	Designed by: EZECHIEL ALCIUS Date: 10/27/25											
	WMD	RR Xing	DR. Dist.	Transm.										Drawn by: EA Check by: Dwg No. 2 OF 2			
Requested Tel. Co. Set Poles ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Requested Tel. Co. Transfer ? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Request CAVT Transfer? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		Tele. Attachment Per _____ Telephone Co. Job No. _____		Rural Location Sec. 08 TWP. 19 S, RGE. 30 E.									
POLE LINE FEET 0'		DUCT BANK FT. 0'		POLE LINE FT. ON TRANSM. POLES 0'		TRENCH FT. 0'		SCALE: N.T.S St. Lt MAP No. FF0871 Pri Map No.									
TLM/LDS MODEL No. -		Map Posting? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Posted by:		WR XXXXXX M/A XX											