



Rivington Community Development District

May 27, 2026

Revised Agenda Package

TEAMS MEETING INFORMATION

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MEETING ID:256 595 127 550 2

PASSCODE: 3b6pp6pH

Or

DIAL BY PHONE:

1-646-838-1601

Phone Conference ID: 464508441#

313 Campus Street, Celebration, Florida 34747

CLEAR PARTNERSHIPS



COLLABORATION



LEADERSHIP



EXCELLENCE



ACCOUNTABILITY



RESPECT

Rivington Community Development District

Board of Supervisors

Jeff Reader, Chairman
Kimberly Locher, Vice Chairperson
Marlene DeMarco, Assistant Secretary
Robert Hasse, Assistant Secretary
George Bassen, Assistant Secretary

District Staff

Samantha Harvey, District Manager
Mark Watts, District Counsel
Brent Lenzen, District Engineer
Justin Fisher, Field Inspection Coordinator
Fernand Thomas, District Accountant
Kareen Baker, District Admin

Revised Regular Meeting Agenda

Wednesday, May 27, 2026, at 11:30 a.m.

The Regular Meeting of the **Rivington Community Development District** will be held on **Wednesday, May 27, 2026, at 11:30 a.m. at the Rivington Recreation Center, 833 Terrapin Drive, DeBary, Florida 32713.** Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

[Join the meeting now](#)

Meeting ID: 256 595 127 550 2 **Passcode:** 3b6pp6pH

Dial-In by Phone: 1-646-838-1601 **Phone Conference ID:** 464508441#

THE REGULAR MEETING OF THE BOARD OF SUPERVISORS

- 1. CALL TO ORDER/ROLL CALL
- 2. APPROVAL OF AGENDA
- 3. AUDIENCE COMMENTS

(Each individual has the opportunity to comment and is limited to three (3) minutes for such comment)

4. CONSENT AGENDA

A. Consideration of the Minutes of the Regular Meeting held on April 22, 2026..... Page 4

5. PUBLIC HEARING REGARDING THE IMPOSITION OF SPECIAL ASSESSMENTS

A. Third Supplemental Engineer’s Report – Phase 5..... Page 10

B. Master Assessment Methodology Report – Phase 5..... Page 22

C. Resolution 2026-06, Equalizing, Approving, Confirming, and Levying Special Assessments on Property in the Phase 5 Expansion Area..... Page 37

6. BUSINESS ITEMS

A. Presentation of Fiscal Year 2027 Proposed Budget..... Page 47

i. Consideration of Resolution 2026-07, Approving the Fiscal Year 2027 Budget and Setting the Public Hearing..... Page 64

B. Discussion Regarding Rental of the Amenity Center

- i. Limit the Number of Guests
- ii. Take Away Pool Access for Guests

7. STAFF REPORTS

A. District Field Inspection Coordinator

- i. Review of Inframark May 2026 Field Inspection Report..... Page 65
- ii. Ratification of United Land Services Proposal #226079 – Mainline Break..... Page 74
- iii. Consideration of United Land Services Proposal #231314 – Adding Liriope to Six Pool Planters..... Page 77
- iv. Consideration of United Land Services Proposal #231330 – Sod Replacement at Clubhouse Entrance Berm (Option 1)..... Page 81
- v. Consideration of United Land Services Proposal #231331 – Sod Replacement at Clubhouse Entrance Berm (Option 2)..... Page 84
- vi. Consideration of Inframark’s Pool Maintenance Proposal..... Page 87

B. District Counsel

- i. Discussion of Form 1

C. District Engineer

D. District Manager

- i. Information on the Number of Registered Voters – 1,045..... Page 96

8. BOARD OF SUPERVISORS REQUESTS AND COMMENTS

9. ADJOURNMENT

1
2 **MINUTES OF MEETING**
3 **RIVINGTON COMMUNITY DEVELOPMENT DISTRICT**
4

5 The regular meeting of the Board of Supervisors of the Rivington Community
6 Development District was held on Wednesday, April 22, 2026, at 11:30 a.m. at the
7 Rivington Recreation Center, located at 833 Terrapin Drive, DeBary, Florida 32713.

8
9 Present and constituting a quorum were:

10	11 Jeffrey Reader	Chairperson
12	Kimberly Locher	Vice Chairperson
13	George Bassen	Assistant Secretary
14	Marlene DeMarco	Assistant Secretary
15	Robert Hasse	Assistant Secretary

16
17 Also participating, either in person or via communication media technology, were:

18	19 Samantha Harvey	District Manager
20	Mark Watts	District Counsel (via Teams)
21	Kelsey Hansen-Walter	District Counsel (via Teams)
22	Brent Lenzen	District Engineer
23	Kyle Goldberg	Field Inspection Coordinator
24	Justin Fisher	Field Inspection Coordinator
25	Fernand Thomas	District Accountant (via Teams)
26	Residents	

27
28
29 *This is not a certified or verbatim transcript but rather represents the context and*
30 *summary of the meeting. The full meeting is available in audio format upon request.*
31 *Contact the District Office for any related costs for an audio copy.*

32
33
34 **FIRST ORDER OF BUSINESS**

Call to Order and Roll Call

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

37
38 **SECOND ORDER OF BUSINESS**

Approval of the Agenda

39	40 On MOTION by Ms. Locher, seconded by Mr. Bassen, with all in
41	41 favor, the agenda was approved, as presented. 5-0

42
43 **THIRD ORDER OF BUSINESS**

Audience Comments - Three (3)
Minute Limit

44 Mr. Ward reviewed the financial statements and addressed several questions to the
45 Board regarding the reserves. He inquired about internet availability and asked
46

47 where internet service is provided. Mr. Bassen responded that internet access is
48 available at the Amenity Center.

49 Mr. Ward also inquired about Phase 5 and whether current residents would be
50 responsible for assessments associated with the new phase. Additionally, he
51 expressed concern about pool capacity with the addition of the new phase, noting
52 that there are currently not enough lounge chairs to accommodate residents.

53 Mr. Ward inquired about the security cameras and how they are monitored. Mr.
54 Bassen explained that the cameras are not monitored daily by staff or himself daily;
55 instead, they are monitored after hours by SafeTouch.

56 Mr. Bassen requested that an email blast be sent to residents regarding the Amenity
57 Center policies and to provide a reminder of the rules. Ms. Harvey stated she will
58 coordinate with Ms. Jasmin Nunez to review the current rules and evaluate potential
59 updates, including adding a rule prohibiting grilling under the Amenity Center.
60

61 **FOURTH ORDER OF BUSINESS** **Business Administration**

62 **A. Consideration of Minutes from the Meeting held February 25, 2026**

63
64 On MOTION by Mr. Bassen, seconded by Mr. Reader, with
65 all in favor, the Minutes of the Meeting held on February 25,
66 2026, were approved as presented. 5-0

67
68 **FIFTH ORDER OF BUSINESS** **Business Items**

69 **A. Rivington CDD Phase 5 Issuance**

70 **i. Third Supplemental Engineer’s Report – Phase 5**

71 Mr. Lenzen reviewed the Third Supplemental Engineer’s Report. Mr. Bassen asked
72 questions regarding the special assessments and the cost to the community. Mr.
73 Watts confirmed the assessments apply to Phase 5 only and clarified that Phase 5
74 will be subject to separate Operations and Maintenance (O&M) assessments.

75
76 **ii. Master Assessment Methodology Report – Phase 5 Expansion Area**

77 Ms. Burgess reviewed the MAMR with the Board, specifically addressing Phase 5,
78 which consists of 80 townhomes, and discussed the assessment process. Mr. Ethan
79 Baird was introduced and will be working with the finance team.
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iii. Resolution 2026-04, Declaring Special Assessments

On MOTION by Mr. Reader, seconded by Ms. Locher, with all in favor, Resolution 2026-04, Declaring Special Assessments; Indicating the Location, Nature and Estimated Cost of those Improvements whose Cost is to be Defrayed by the Special Assessments; Providing the Portion of the Estimated Cost of the Improvements to be Defrayed by the Special Assessments; Providing the Manner in which such Special Assessments Shall be Made; Providing when such Special Assessments shall be Paid; Designating Lands upon which the Special Assessments shall be Levied; Providing for an Assessment Plat; Adopting a Preliminary Assessment Roll; Providing for Publication of this Resolution was adopted. 5-0

iv. Resolution 2026-05, Setting the Public Hearing to Impose Special Assessments

On MOTION by Mr. Reader, seconded by Ms. Locher, with all in favor, Resolution 2026-05, Setting a Public Hearing to be Held on Wednesday, May 27, 2026 at 11:30 a.m. at 833 Terrapin Drive, Debarry, Florida 32713, for the Purpose of Hearing Public Comment on Imposing a Special Assessment on Certain Property within the District Generally Described as the Rivington Community Development District in Accordance with Chapters 170, 190, and 197, Florida Statutes, was adopted. 5-0

B. Discussion of the Proposed Fiscal Year 2026/2027 Budget

The Board reviewed the Fiscal Year 2026/2027 budget. Miscellaneous Contingency County charges were noted at 2%. Mr. Watts reminded the Board that they are setting the budget to establish the ceiling, not the floor.

The Board discussed adding a line item for holiday decorations at the main entrances only, with a proposed budget of \$10,000.

Ms. Locher explained that the pool capacity was evaluated and considered during the approval of Phase 5. The Board discussed the possibility of pool monitors as well as restricting rentals of the Amenity Center room on the weekends only.

It was noted that the pool filters are dirty and that coordination is needed with Southeast Pools regarding filter cleaning and chemical refills. Mr. Fowler and Ms. Harvey will follow up on this matter. Mr. Fowler also mentioned that Inframark

123 can provide a proposal for pool maintenance services.

124 The Board discussed obtaining a reserve study once Phase 5 is midway through
125 development.

126

127 **C. Information on Percentage Completion**

128 The District is 75% completed.

129

130 **D. Discussion of Little Free Libraries**

131 Ms. Locher explained that some residents have expressed interest in establishing
132 Little Libraries within the District. Ms. Harvey will coordinate with Friends of the
133 Library to obtain books for the Little Library locations. Mr. Porto, HOA Manager.
134 will include reminders and information in the community newsletter.

135

136 **SIXTH ORDER OF BUSINESS** **Staff Reports**

137 **A. District Field Inspection Coordinator**

138 **i. Review of Inframark March and April 2026 Field Inspection Reports**

139 Mr. Fowler reviewed the March and April Field Inspection Reports. He discussed
140 the recent fish kill incident and provided an update on the resolution.

141 Mr. Fowler reported that the grates and skimmers will be replaced within the next
142 30 days, with Brier covering the cost of replacement. He also informed the Board that the
143 textile treads have not yet been replaced.

144 It was noted that four benches are damaged and need to be replaced, with an
145 estimated cost ranging from \$559 to \$639.

146 Mr. Fowler informed the Board that Inframark is preparing a proposal for the
147 replacement of bollard lighting, noting that 24 lights are currently failing or leaning. He is
148 coordinating with SESCO Lighting for pricing. Ms. Locher will work with Mr. Fowler on
149 selecting the lighting style. Mr. Hasse noted that Duke Energy has a standard lighting style
150 and stated that he will provide contact information. Mr. Fowler reported that pool uplighting
151 is not functioning properly and that he will obtain a quote for repairs.

152 A drainage issue at 724 Albita was discussed. Mr. Fowler spoke with Giovanni
153 from Lennar, who confirmed that Lennar will address the issue. A separate drainage concern
154 at 650 Cheval Lane will need to be resolved through the CDD, and Mr. Fowler will obtain
155 proposals for corrective work.

156 Mr. Fowler noted that specifications are needed for the replacement of amenity
157 furniture.

158

159 **ii. Consideration of United Land Services Proposal #222481 – Pool Area**
160 **Mulch**

161 Ms. Locher inquired whether alternative vegetation could be considered instead of
162 mulch. She suggested using Liriope and requested that staff obtain an additional proposal
163 reflecting this option.

164

165 **iii. Consideration of United Land Services Proposal #222491 – Blue Daze in the Pool**
166 **Area**

167

168 On MOTION by Ms. Locher, seconded by Mr. Bassen, with
169 all in favor, United Land Services proposal #222491 to
170 replace the blue daze in the pool area in an amount not to
171 exceed \$1,726 was approved. 5-0

172

173 **iv. Consideration of United Land Services Proposal #221044 – Fill Sod and Soil**
174 **Along Rivington Drive and Rivington Avenue**

175 This proposal was approved outside of the meeting.

176

177 **B. District Manager**

178 Mr. Thomas will provide the Board with the current reserve amount for
179 informational purposes.

180

181 **C. District Counsel**

182 Mrs. Hansen-Walter provided an update on the finalization of conveyance
183 documents and stated she will keep the District informed as the process progresses.

184

185 **D. District Engineer**

- 186 • None.

187

188 **SEVENTH ORDER OF BUSINESS** **Supervisor Requests**

189 Mr. Bassen requested that a community calendar be added to the District’s
190 website to display Amenity Center availability, including booked and blacked-out dates.

191 Ms. Harvey will coordinate with the HOA Manager, Mr. Porto, to discuss implementation.

192 Ms. Harvey stated that a Rates and Rules Hearing will need to be scheduled to
193 address updates to the Amenity Center rental fee and deposit, proposing an increase to

Rivington CDD

194 \$150 for the rental fee and \$150 for the deposit. In addition, the Board discussed
195 eliminating weekend rentals during the summer season, from Memorial Day through Labor
196 Day.

197 Ms. Harvey will obtain proposals for a reserve study to be presented at the May
198 meeting.

199 Mr. Bassen also raised residents' concerns and reported that he has created a
200 resident feedback form, which he will maintain and share for monthly reporting purposes.

201

202 **EIGHTH ORDER OF BUSINESS**

Adjournment

203

204 On MOTION by Ms. Locher, seconded by Mr. Bassen, with
205 all in favor, the meeting was adjourned at 1:10 p.m. 5-0

206

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Secretary/Assistant Secretary

Chairperson/Vice Chairperson



Rivington Community Development District

THIRD SUPPLEMENTAL ENGINEER'S REPORT CAPITAL IMPROVEMENT PLAN

Prepared for

**Board of Supervisors
Rivington Community Development District**

Prepared by:

Kimley-Horn and Associates, Inc.
Orlando, Florida
049025000

April 8, 2026

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Kimley»»Horn

BACKGROUND

This report serves as a third supplement to the adopted “Rivington CDD – Engineer’s Report, Capital Improvement Plan” dated September 17, 2019 (the “Master Report”). The Master Report was previously supplemented by the “Rivington Community Development District – First Supplemental Engineer’s Report, Capital Improvement Plan” dated November 26, 2019 (the “First Supplemental Report”) and by the “Rivington Community Development District – Second Supplemental Engineer’s Report, Capital Improvement Plan” dated February 23, 2022 (the “Second Supplemental Report”).

The Rivington Community Development District (the “Rivington CDD” or the “District”) consists of approximately 280.91+/- gross acres located on the southwest and southeast corners of Fort Florida Road and Barwick Road, in the City of DeBary, Florida (the “City”) (see **Exhibit 1** for the Location Map). The land within the District is being developed by a master developer, HR Rivington, LLC and Rivington 10, LLC (“Owner” or “Developer”), as a Mixed-Use Planned Unit Development (MPUD) project known as “Rivington” or the “Development”. The boundaries of the Development are coterminous with the boundaries of the District.

The District was established by ordinance of the City and its boundaries initially consisted of approximately 296.2+/- gross acres, and planned for 697 residential units. The City amended the establishing ordinance, upon petition of the District, to add 29.62 acres within the District’s boundaries, which are planned for an additional 202 residential units. Subsequently, the Developer donated 54.79 Acres MOL to the City as an addition to the adjacent City park and as a result, the City amended the establishing ordinance to remove such 54.79 Acres from the CDD boundary. The donation land was predominantly conservation and open space and does not impact the project unit counts. The City then amended the establishing ordinance, upon petition of the District, to add 9.85+/- acres within the District’s boundaries, which are planned for an additional 80 residential units. **Exhibit 2** shows the current Metes and Bounds description of the Rivington CDD boundary. Refer to **Exhibit 4** for a current District boundary as shown on the CDD Master Site Plan.

The Master Report set forth the Master Capital Improvement Plan (the “Original CIP”) comprised of the public infrastructure, facilities, improvements and related items required for the 697 residential units originally planned for the Development. The First Supplemental Report additionally set forth information about the portion of the Original CIP needed to develop the first 304 residential units (referred to as “Phase 1”), as well as information about certain other portions of the Original CIP. The Second Supplemental Report updated the Original CIP to describe the Master Capital Improvement Plan, as modified to serve the 899 residential units in Phases 2-4 of the Development.

This report further updates the Original CIP to describe the Master Capital Improvement Plan, as modified (referred to as the “CIP”) to serve the currently planned 80 residential units in Phase 5 of the Development. The categories of public infrastructure, facilities and improvements in the CIP are the same as the categories in the Original CIP.

A significant portion of the CIP is designed as a system of improvements that benefits all of the developable land in the District’s boundaries. The District previously issued its Series 2020 Bonds and Series 2022 Bonds and is in the process of issuing its Series 2026 Bonds (as such capitalized terms are hereinafter defined) and have financed, and will finance, only the portions of the CIP that function as part of this system of improvements.

LAND USES AND DEVELOPMENT PHASING

The Development is being developed in phases with a total of 979 residential units anticipated at build-out. Generally, Phase 1 corresponds to the first 304 residential units. The 595 additional residential units are referred to as Phase 2 (172 residential units), Phase 3 (221 residential units) and Phase 4 (202 residential units), respectively. The remaining 80 residential units planned for the Development are expected to be developed in a single phase, through the 3rd quarter of 2027, referred to as Phase 5 (planned for 80 residential units). **Exhibit 3** shows the anticipated phasing of the Development in the Rivington CDD.

The District has previously established the 2020 Assessment Area and 2022 Assessment Area within its boundaries, which together are comprised of Phases 1 thru 4, in which 899 residential units have been platted. The Developer has commenced sales of developed lots in Phase 1 thru 4 to builders and these builders have commenced construction of homes, as well as home sales to, and closings with, end users.

The District will establish the 2026 Assessment Area within its boundaries, which will be initially comprised of 9.85 acres on which 80 residential units planned for Phase 5 of the Development will be located. As of the date hereof, no residential units have been platted in Phase 5 but platting is underway with the initial plat anticipated to be recorded in the 1st quarter of 2027.

The cost of Developer-funded items have been and may be recognized (if necessary) as contributions from the Developer to the District, to the extent related to the District’s CIP and permissible under applicable law.

Table 1 outlines the land uses of the gross acreage within the boundaries of the District.

**TABLE 1
LAND USES**

LAND USES	PHASE 1	PHASES 2-4	PHASE 5	TOTAL ACREAGE
Commercial	-	-	-	2
Right-of-Way Acreage	18.82	20.47	1.03	40.32
Lot Acreage	36.49	54.82	3.49	94.80
Amenities / Parks / Open Spaces	41.08	70.73	4.22	116.03
SUBTOTAL OF ASSESSMENT AREA	96.39	146.02	8.74	253.15
Wetland Preservation	10.01	16.61	1.11	27.73
TOTAL	106.4	162.63	9.85	280.88

OVERVIEW OF THE CIP AND CERTAIN RELATED MATTERS

The CIP described below reflects the present intentions of the Rivington CDD. However, the CIP may be subject to modification in the future. The Master Utility Plans for the CIP are included as **Exhibits 5** through **8**.

The development of the CIP for Phases 1-4 is substantially complete. The implementation of any portion of the CIP not completed or currently under construction requires final approval by the Rivington CDD's Board of Supervisors. The District has allowed and may in the future allow assignment of an active construction contract from the Developer to the District for completion of certain portions of the CIP.

See **Table 3** for information about the costs and construction status of the CIP and **Table 4** for information about the entities responsible and to be responsible for construction, ownership and maintenance of certain components of the CIP.

CDD Earthwork, Clearing, and Erosion Control

The CIP includes earthwork related to the public improvements in the CIP, including all clearing and erosion control for the areas related to the public CIP improvements. No earthwork related to private development areas, including residential unit pads, is included in the CIP.

Stormwater Management

The District's stormwater management system consists of detention ponds, inlets, pipes, swales, berms, grading and control structures located throughout the planned Development to manage stormwater runoff from developable lands. The stormwater management system has been and will be designed in accordance with standards set by the City and St. Johns River Water Management District ("SJRWMD"). Stormwater lake excavation includes only the portion from the normal water level to the depth required to meet water quality criteria set forth by SJRWMD.

Public Roadway and Transportation Improvements

The CIP includes multiple public roadway and public transportation improvements, both on-site and off-site:

- **On-Site Neighborhood Streets** consisting of a 50' right-of-way with 24' wide asphalt roadway and a 5' concrete sidewalk on both sides
- **On-Site Lanes** consisting of a 30' right-of-way with 18' wide asphalt roadway.

The roadways described above, all of which are or will be accessible by the general public, include the asphalt, base and subgrade, roadway curb and gutter, and sidewalks within rights-of-way. The roadways have been and will be constructed in accordance with City and Florida Department of Transportation standards. The City or the District will operate and maintain all or portions of the roadways. Certain road improvements have been, and will in the future, be transferred to the City.

Sewer, Wastewater, and Water Supply Utilities

The District is located within the Volusia County Utilities ("VCU") service area, which will provide sewer management service, as well as potable water service, fire protection and reclaimed water service to the community. The sewer and wastewater management improvements include an 8" gravity sanitary sewer system within the typical lane rights-of-way and neighborhood road rights-of-way. Reclaimed water lines varying in size from 1" to 8" will also be constructed to provide service to the Development. Further, the water supply improvements include looped water 6" mains which will supply potable water service and fire protection to the Development.

All sanitary sewer, reclaimed water, and potable water supply systems will be designed in accordance with Volusia County technical standards. Additionally, all such systems will be constructed by the District and then transferred to VCU for operations and maintenance, with such transfers having commenced.

All connection fees and contributions in aid of construction (CIAC) related to the sanitary sewer, potable water and reuse water supply systems required for the Development have been and will be Developer-funded and are not part of the CIP. These fees were utilized to address the off-site utility construction required for connection to the VCU system which consists of utility extension of water, force main and reuse lines down Fort Florida Road from the connection point east of the train tracks to Barwick Road.

Landscaping, Irrigation, and Hardscaping

Landscape, irrigation and hardscape improvements along all public rights-of-way, along the stormwater pond banks, as well as part of the amenity center, parks and open space tracts are included in the CIP. The District owns and will own and maintain the landscaping, irrigation and hardscaping improvements. Proceeds of the Series 2020 Bonds and Series 2022 Bonds did not fund any of the landscape, irrigation or hardscape improvements associated with the amenity center and proceeds of the Series 2026 Bonds will not fund landscaping, irrigation and hardscaping improvements related to the amenity center.

Amenity Center and Parks

The CIP includes an amenity center which is fully completed and operational. The amenity center was funded with amounts provided by the Developer and owned and operated by the District as part of its CIP. No proceeds of the Series 2020 Bonds and Series 2022 Bonds were used, and no proceeds of the Series 2026 Bonds will be used, to construct or expand upon the existing amenity center. Additionally, the CIP includes certain neighborhood parks throughout the Development, all of which are accessible by the general public. Upon completion, the District will own, operate and maintain all of the aforescribed improvements.

Wetland Mitigation Fees

Certain wetland mitigation fees are required to be paid by the Developer in connection with the development of the Development, all of which have been and will be paid by the Developer and not paid from proceeds of the Series 2020 Bonds, Series 2022 Bonds or Series 2026 Bonds and are not part of the CIP.

Professional Fees and Permitting Fees

Volusia County, the City and SJRWMD impose fees for construction permits and plan reviews. These fees vary with the magnitude and size of the development. Additionally, engineering, surveying and architecture services are needed for the subdivision, landscape and hardscape. As well, development and construction management services are required for the design, permitting, construction and maintenance acceptance of the public improvements and community facilities. The CIP includes these costs solely as they relate to the public infrastructure, improvements and facilities included in the CIP.

PERMITTING AND APPROVALS

The Development has received zoning approval to allow for development of a maximum of an additional 80 residential units, as well as related improvements, including the planned amenity center and other CIP improvements described below within Phase 5.

Governmental permits and approvals needed to complete development of the CIP related to Phases 1-4 have been obtained. The information in **Table 2A** below provides information about the status of permits obtained and remaining to be obtained with respect to Phase 5, including as described in the preceding paragraph.

We reasonably expect that all governmental and regulatory agency permits not previously obtained are obtainable and will be secured in the ordinary course.

**TABLE 2A
 SUMMARY OF REGULATORY REVIEW
 CIP RELATED TO PHASE 5**

PERMIT DESCRIPTION	REGULATORY AGENCY	STATUS	DATE APPROVED	EXPIRATION DATE
City of Debarry ODP Subdivision Permit	City of Debarry	NOT REQUIRED	N/A	N/A
City of Debarry PPR Subdivision Permit (Case# PPR25-000002 Rivington Phase 5)	City of Debarry	Approved	1/07/2026	*01/07/2027
SJRWMD ERP Individual Permit #184853-3	SJRWMD	Approved	7/16/2025	7/16/2030
FDEP Water Permit	FDEP	Submitted	--	--
FDEP Sewer Permit	FDEP	Submitted	--	--
FDEP NPDES NOI	FDEP	Pending	--	--

*Expiration date is vested upon commencement of Phase 5

CIP COSTS

Table 3 below summarizes the total costs of the CIP as of February 19, 2026 (including costs of completed improvements included in the CIP) and certain other costs needed to develop the Development. Portions of the costs of the CIP have been funded with proceeds of the District’s Special Assessment Revenue Bonds, Series 2020 (the “Series 2020 Bonds”), and proceeds of the District’s Special Assessment Revenue Bonds, Series 2022 (the “Series 2022 Bonds”). Additional portions of the cost of the CIP will be funded with proceeds of the District’s planned Special Assessment Revenue Bonds, Series 2026 (the “Series 2026 Bonds”) and portions of the cost of the CIP and other items shown below have been, and will continue to be, funded by the Developer.

It is our opinion that construction of the portions of the CIP and other items shown below remaining to be completed (which relate principally to Phase 5) is feasible and that the estimated costs of such construction stated herein are reasonable and consistent with market rates subject to the qualifications stated herein. Cost estimates are based upon year 2026 dollars and have been prepared based on commonly acceptable information and in some cases without the benefit of engineering design or environmental permitting. A normal inflation factor has not been utilized but is considered to be a part of the improvements budget contingency factor. Kimley-Horn and Associates, Inc. believes the enclosed estimates to be adequate for the CIP based upon the available information. Actual costs will vary based on final engineering, planning, and approvals from regulatory authorities.

**TABLE 3
SUMMARY OF TOTAL CIP AND CERTAIN OTHER COSTS AS OF 2/19/2026**

Category	Phase 1 ⁽¹⁾	Phases 2-4 ⁽¹⁾	Phase 5 ⁽²⁾	CIP Costs ⁽³⁾	Developer-Funded Costs ⁽⁷⁾⁽⁸⁾	Total
Earthwork/Public Improvements	\$2,968,777.59	\$5,083,688.79	\$141,417.00	\$8,193,883.38	\$0	\$8,193,883.38
Earthwork/Private	\$674,366.28	\$1,926,756.00	\$424,251.00	None	\$3,025,373.28	\$3,025,373.28
Public Roadways and Transportation Improvements ⁽⁴⁾	\$1,756,461.71	\$4,204,579.54	\$579,116.00	\$6,540,157.25	\$0	\$6,540,157.25
Water, Sewer and Reclaimed Water ⁽⁴⁾	\$1,951,680.00	\$6,584,115.00	\$950,892.50	\$9,486,687.50	\$0	\$9,486,687.50
Stormwater Management System	\$2,927,520.00	\$3,454,290.00	\$712,080.00	\$7,093,890.00	\$0	\$7,093,890.00
Amenity Center ⁽⁵⁾	\$930,835.73	\$2,194,164.27	\$0	\$0	\$3,125,000.00	\$3,125,000.00
Parks, Landscape, Irrigation and Hardscape ⁽⁶⁾	\$930,835.73	\$4,194,164.27	\$200,000.00	\$5,325,000.00	\$0	\$5,325,000.00
Ft Florida Road Off-Site Improvements	\$1,190,000.00	\$2,610,000.00	\$0	None	\$3,800,000.00	\$3,800,000.00
Wetland Mitigation Fees	\$600,000.00	\$150,000.00	\$50,000.00	None	\$800,000.00	\$800,000.00
Water and Sewer Connection Charges and CIAC	\$855,000.00	\$2,558,500.00	\$455,000.00	None	\$3,868,500.00	\$3,868,500.00
Multi-Use Trail	\$122,521.70	\$165,000.00	\$0	None	\$287,521.70	\$287,521.70
10% Contingency	None	\$3,312,525.79	\$351,275.65	\$2,444,617.57	\$1,219,183.87	\$3,663,801.44
Design and Permitting Costs for CIP	\$298,159.97	\$728,755.67	\$150,000.00	\$1,176,915.64	None	\$1,176,915.64
Design and Permitting Costs for Non-CIP Items	None	None	None	None	\$302,068.05	\$302,068.05
CIP Total	\$10,833,435.00	\$24,249,593.27	\$2,733,505.50	\$40,261,151.34	None	\$40,261,151.34
Non-CIP Total	\$4,372,723.71	\$12,916,946.06	\$1,280,526.65	None	\$16,427,647	\$16,427,647
Total CIP/Non-CIP	\$15,206,158.71	\$37,166,539.33	\$4,014,032.15	\$40,261,151.34	\$16,427,647	\$56,688,798.24

- (1) Substantially complete.
- (2) Anticipated to be substantially complete by 3rd quarter 2027.
- (3) All of the proceeds of the Series 2020 Bonds and Series 2022 Bonds available for construction of components of the CIP (in the amount of \$16,729,675) have been expended for that purpose. All costs of the CIP funded with proceeds of the Series 2020 Bonds and Series 2022 Bonds will be part of the system of improvements included in the CIP that benefit all of the developable land in the District.
- (4) Excludes utility impact fee creditable items.
- (5) To be funded by the Developer and owned and operated by the District. Includes costs of landscape, irrigation and hardscape related to the amenity center.
- (6) Excludes costs related to the amenity center.
- (7) Developer has funded \$51,111,226.00 (with land) and \$45,715,710.00 (without land) as of 2/24/2026 that are part of the non-CIP and CIP costs above the cost funded by the Series 2020 Bonds and Series 2022 Bonds.

- (8) Any portion of the costs of the CIP not funded with proceeds of the Series 2020 Bonds, Series 2022 Bonds and/or Series 2026 Bonds will be funded by the Developer.

OWNERSHIP AND MAINTENANCE

Table 4 outlines the anticipated construction, ownership and maintenance of certain CIP components.

**TABLE 4
 ANTICIPATED CONSTRUCTION, OWNERSHIP AND MAINTENANCE OF CERTAIN CIP
 COMPONENTS**

Certain CIP Improvements	Constructed and/or Acquired By	Owner and Maintenance Entity
Stormwater Ponds and Control Structures	CDD	CDD
Public Roadway Stormwater Conveyance System	CDD	CDD / City
Public Roadway and Transportation Improvements	CDD	CDD / City
Water, Sewer and Reclaimed Water Improvements	CDD	VCU
Amenity Center and Parks/Open Space	CDD	CDD
Landscape, Irrigation and Hardscape Improvements	CDD	CDD

BASIS OF COST ESTIMATES

The following is the basis for the infrastructure cost estimates:

- Actual costs are used for completed improvements and no contingency is included for these items.
- Water, Sewer and Reclaimed Water Facilities are designed in accordance with Volusia County Utilities (VCU), and Florida Department of Environmental Protection (FDEP) Standards.
- Stormwater design was prepared in accordance with SJRWMD and City requirements.
- Costs utilized for CDD infrastructure opinions of probable construction costs were obtained from recent historical bids for similar work in this area or commonly acceptable information for the industry.
- Wetland impacts and the required mitigation have been approved by SJRWMD.
- The engineering design fees, including geotechnical engineering and environmental services are included in the estimate.
- For the purposes of this report a 10% contingency factor has been included for CIP components not yet completed.
- Cost estimates for CIP components not yet completed contained in this report are based upon year 2026 dollars and have been prepared based upon commonly acceptable information. Kimley-Horn and Associates, Inc. believes the estimates to be accurate based upon the available information, however, actual costs will vary based upon final engineering, planning and approvals from regulatory authorities and subcontractor pricing.

APPENDIX

Exhibit No.

1. Location Map
2. CDD Metes and Bounds Description
3. CDD Phasing Plan
4. CDD Master Site Plan
5. CDD Stormwater System
6. CDD Water System
7. CDD Sewer System
8. CDD Reuse System

RIVINGTON COMMUNITY
DEVELOPMENT
DISTRICT

MASTER ASSESSMENT
METHODOLOGY REPORT

PHASE 5 EXPANSION AREA

Report Date:

April 21, 2026

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I. INTRODUCTION

This Master Assessment Methodology Report – Phase 5 Expansion Area (the “2026 Expansion Report”) details the basis of the benefit allocation and assessment methodology to support the financing plan to complete the development of certain property (the “Phase 5 Expansion Area”) within the Rivington Community Development District (the “District”). The private assessable lands in the Phase 5 Expansion Area (“Assessable Property” or “Assessable Properties”) benefiting from the public infrastructure constituting the District’s CIP (hereinafter defined) are generally described within Exhibit B of this 2026 Expansion Report and further described within the Third Supplemental Engineer’s Report Capital Improvement Plan dated April 14, 2026 (the “Engineer’s Report”).

The objective of this 2026 Expansion Report is to:

1. Identify the District’s capital improvement program (“CIP”) for the project related to the Phase 5 Expansion Area to be financed, constructed and/or acquired by the District; and
2. Determine a fair and equitable method of spreading the associated costs to the benefiting Assessable Properties within the District pre- and post-development completion; and
3. Provide a basis for the placement of a maximum benefit lien on the Assessable Properties within the Phase 5 Expansion Area benefiting from the CIP, as outlined by the Engineer’s Report.

The basis of the benefit received by Assessable Properties relates directly to the proposed CIP. It is the District’s CIP that will create the public infrastructure that enables Assessable Properties within the Phase 5 Expansion Area to be developed and improved under current allowable densities. The CIP encompasses off-site improvements, stormwater management, utilities (including water, sewer and reclaimed), public roadways, landscaping/hardscaping, and parks. The Engineer’s Report identified estimated costs to complete the CIP, inclusive of associated “soft costs” such as legal/engineering services, with contingencies to account for fluctuations in commodity and service markets. This 2026 Expansion Report will further address additional financing costs associated with funding the CIP. Without the required improvements in the CIP, the development of the Assessable Properties could not be undertaken within the current development standards. The main objective of this 2026 Expansion Report is to establish a basis on which to quantify and allocate the special benefit provided by the CIP proportionally to the Assessable Property within the Phase 5 Expansion Area of the District as described in Exhibit B to this 2026 Expansion Report. A detailed allocation methodology and finance plan will be utilized to equitably distribute CIP costs upon the Assessable Properties within the Phase 5 Expansion Area of the District based on the level of proportional benefit received and consistent with the same methodology as currently utilized for Phases 1-4 within the District.

This 2026 Expansion Report outlines the assignment of benefits, assessment methodology, and financing structure for Special Assessment Revenue Bonds (the “Bonds”), to be issued by the District to finance the CIP benefiting the Assessable Properties within the Phase 5 Expansion Area. As a result of applying the methodology, the maximum long-term assessment associated is identified.

It is anticipated that the methodology consultant will prepare individual supplemental reports applying the allocation methodology contained herein for the imposition and collection of long-term special assessments on a first-platted, first-assigned basis for repayment of a specific series of Bonds. The methodology consultant may distribute supplemental reports in connection with updates and/or revisions to the finance plan. Such supplemental reports will be created to stipulate amended terms, interest rates, developer contributions (if any), and issuance costs. They will detail the resulting changes in the level of funding allocated to the various trust accounts and subaccounts.

The Bonds will be repaid from and secured by non-ad valorem assessments levied on those Assessable Properties benefiting from the public improvements within the Phase 5 Expansion Area of the District. Non-ad valorem assessments will be levied each year to provide the funding necessary to pay debt service on the Bonds and to fund operations and maintenance costs related to the capital improvements maintained by the District.

In summary, this 2026 Expansion Report will determine the benefit, apportionment, and financing structure for the Bonds to be issued by the District per Chapters 170, 190, and 197, Florida Statutes, as amended, to establish a basis for the levying and collecting of special assessments based on the benefits received and is consistent with our understanding and experience with case law on this subject.

II. DEFINED TERMS

“Assessable Property” or “Assessable Properties” – All property within the Phase 5 Expansion Area of the District that receives a special benefit from the CIP.

“Capital Improvement Program” (CIP) – The public infrastructure development program as outlined by the Engineer’s Report.

“Developer” – HR Rivington, LLC and Rivington 10, LLC both operated and managed by Reader & Partner, LLC (dba Reader Communities)

“Development Plan” – The end-use configuration of Platted Units and Product Types for Unplatted Parcels within the Phase 5 Expansion Area of the District.

“District” – Rivington Community Development District.

“Engineer’s Report” – Third Supplemental Engineer's Report Capital Improvement Plan, dated April 21, 2026.

“Equivalent Residential Unit” (ERU) – A weighted value assigned to dissimilar residential lot product types to differentiate the assignment of benefit and lien values.

“Phase 5 Expansion Area” – Rivington Community Development District Expansion Area containing 9.75 gross acres with the Development Plan for an additional 80 Units. Described in Exhibit B of this 2026 Expansion Report.

“Maximum Assessments” – The maximum amount of special assessments and liens to be levied against Assessable Properties.



“Platted Units” – Private property subdivided as a portion of gross acreage by virtue of the platting process.

“Product Type” – Classification assigned by the District Engineer to dissimilar lot products for the development of vertical construction. Determined in part due to differentiated sizes, setbacks, and other factors.

“Unplatted Parcels” – Gross acreage intended for subdivision and platting pursuant to the Development Plan.

“Unit(s)” – A planned or developed residential lot assigned a Product Type classification by the District Engineer.

III. DISTRICT OVERVIEW

The District consists of approximately 280.91+/- gross acres located on the southwest and southeast corners of Fort Florida Road and Barwick Road, in the City of DeBary, Florida (the “City”). The land within the District is being developed by a master developer, HR Rivington, LLC and Rivington 10, LLC (together, “Owner” or “Developer”), as a Mixed-Use Planned Unit Development (MPUD) project known as “Rivington” or the “Development”. The boundaries of the Development are coterminous with the boundaries of the District.

The District was established by ordinance of the City and its boundaries initially consisted of approximately 296.2+/- gross acres, and planned for 697 residential units. The City amended the establishing ordinance, upon petition of the District, to add 29.62 acres within the District’s boundaries, which are planned for an additional 202 residential units. Subsequently, the Developer donated 54.79 Acres MOL to the City as an addition to the adjacent City park and as a result, the City amended the establishing ordinance to remove such 54.79 Acres from the District boundary. The donation land was predominantly conservation and open space and does not impact the project unit counts. The City then amended the establishing ordinance, upon petition of the District, to add 9.85+/- acres within the District’s boundaries (Phase 5 Expansion Area), which are planned for an additional 80 residential units. See Engineers Report for further detail and exhibits.

IV. PROPOSED IMPROVEMENTS

The District and Developer are undertaking the responsibility of providing the public infrastructure necessary to develop the District’s CIP within the Phase 5 Expansion Area. As designed, the CIP is an integrated system of facilities. Each infrastructure facility operates as a system to provide special benefits to District lands. In other words, all benefiting landowners of Assessable Properties within the Phase 5 Expansion Area benefit equally from the first few feet of infrastructure as they do from the last few feet. The CIP costs within Table 1 of this 2026 Expansion Report reflect costs as further detailed within the Engineer’s Report, which costs are exclusive of any financing-related costs.

V. DETERMINATION OF SPECIAL ASSESSMENT

There are three main requirements for valid special assessments. The first requirement demands that the improvements to benefited properties, for which special assessments are levied, be implemented for an approved and assessable purpose (F.S. 170.01). As a second requirement, special assessments can only be levied on those properties that



specifically benefit from the improvements (F.S. 170.01). Thirdly, the special assessments allocated to each benefited property cannot exceed the proportional benefit to each parcel (F.S. 170.02).

The District’s CIP contains a “system of improvements” including the funding, construction, and/or acquisition of off-site improvements, stormwater, utilities (water and sewer), roadways, and landscape/hardscape; all of which are considered to be for an approved and assessable purpose (F.S. 170.01) which satisfies the first requirement for a valid special assessment, as described above. Additionally, the improvements will result in all Assessable Property within the Phase 5 Expansion Area receiving a direct and specific benefit, thereby making those properties legally subject to assessments (F.S. 170.01), which satisfies the second requirement above. Finally, the specific benefit to the Assessable Property is equal to or exceeds the cost of the assessments levied on the Assessable Property (F.S. 170.02), which satisfies the third requirement above.

The first requirement for determining the validity of a special assessment is plainly demonstrable; eligible improvements are listed in F.S. 170.01. However, the second and third requirements for a valid special assessment require a more analytical examination. As required by F.S. 170.02 and described in the succeeding section entitled “Allocation Methodology,” this approach involves identifying and assigning value to specific benefits being conferred upon the various Assessable Properties, while confirming that the value of these benefits exceeds the cost of providing the improvements. These special benefits include, but are not limited to, the added use of the property, the added enjoyment of the property, the probability of decreased insurance premiums, and the probability of increased marketability and value of the property.

The determination has been made that the duty to pay the non-ad valorem special assessments is valid based on the special benefits imparted upon the various Assessable Properties. These benefits are derived from the acquisition and/or construction of the District’s CIP. The allocation of responsibility for payment of the Bonds has been apportioned according to reasonable estimates of the special benefits provided, consistent with each land use category. Accordingly, no acre or parcel of Assessable Property will be assessed for the payment of any non-ad valorem special assessment greater than the determined special benefit particular to that acre or parcel.

Certain property within the District is not, or upon future development will not, be subject to the special assessments, including publicly owned (State/County/City/District) tax-exempt parcels such as lift stations, road rights-of-way, waterway management systems, common areas, and certain lands/amenities owned by HOA(s). To the extent it is later determined that a property no longer qualifies for an exemption, assessments will be apportioned and levied based on an ERU factor proportionate to acreage density as demonstrated in other use ERU assignments.

VI. ALLOCATION METHODOLOGY

The CIP benefits all Assessable Properties within the Phase 5 Expansion Area of the District in proportion to their value. The level of relative benefit can be compared by using defining “equivalent” units of measurement for each Product Type, allowing for comparisons between dissimilar development Product Types. This is accomplished through determining



an estimate of the relationship between the Product Types, based on a relative benefit received by each Product Type from the CIP. The use of Equivalent Residential Unit (ERU) methodologies is well established as a fair and reasonable proxy for estimating the benefit received by privately benefiting properties. One (1) ERU has been assigned to the 50' residential use Product Type as a baseline, with a proportional increase relative to other planned residential Product Types and sizes. Table 2 outlines ERU assignments for residential Product Types under the current Development Plan. If future Assessable Property is added or Product Types are contemplated, this 2026 Expansion Report will be amended to reflect such change.

The method of benefit allocation is based on the special benefits received from infrastructure improvements relative to the benefiting Assessable Property by use and size, in comparison to other Assessable Properties within the Phase 5 Expansion Area. According to F.S. 170.02, the methodology by which special assessments are allocated to specifically benefited property must be determined and adopted by the governing body of the District. This alone gives the District latitude in determining how special assessments will be allocated to specific Assessable Properties. The CIP benefit and special assessment allocation rationale is detailed herein and provides a mechanism by which these costs, based on a determination of the estimated level of benefit conferred by the CIP, are apportioned to the Assessable Property within the Phase 5 Expansion Area for levy and collection. The allocation of benefits and Maximum Assessments associated with the CIP are demonstrated in Tables 3 through 6. The Developer may choose to pay down or contribute infrastructure on a portion or all of the long-term assessments as evaluated on a per-parcel basis, thereby reducing the annual debt service assessment associated with any series of Bonds.

VII. ASSIGNMENT OF MAXIMUM ASSESSMENTS

This section outlines the process for assigning special assessments and establishes a lien on land within the District. Regarding the Assessable Property, liens will be assessed on a gross acreage basis until such time as the developable acreage is platted. The platted parcels will then be reviewed for their intended use and Product Types. Pursuant to Section 193.0235, Florida Statutes, certain privately or publicly owned “common elements” such as clubhouses, amenities, lakes, and common areas for community use and benefit are exempt from non-ad valorem assessments and liens regardless of the private ownership.

It is helpful to consider three distinct states or conditions of development within a community. The initial condition is the “undeveloped state”. At this point, the infrastructure may or may not be installed, but none of the Units in the Development Plan have been platted. This condition occurs when the infrastructure program is financed before any development. In the undeveloped state, all of the lands within the Phase 5 Expansion Area receive benefits from the CIP, and all of the assessable land within the Phase 5 Expansion Area would be assessed to repay any Bonds. While the land is “undeveloped,” special assessments will be assigned on an equal acre basis across all of the gross acreage within the Phase 5 Expansion Area. Debt will not be solely assigned to parcels that have development rights but will and may be assigned to undevelopable parcels to ensure the integrity of development plans, rights, and entitlements.



The second condition is “ongoing development”. At this point, if it has not already been done, the installation of infrastructure has begun. Additionally, the Development Plan has started to take shape. As lands subject to special assessments are platted and fully developed, they are assigned specific assessments in relation to the estimated benefit that each Platted Unit receives from the CIP, with the balance of the debt assigned on a per-acre basis as described in the preceding paragraph. Therefore, each fully developed, Platted Unit would be assigned a Maximum Assessment according to its Product Type classification as outlined in Table 6. It is not contemplated that any unassigned debt would remain once all of the lots associated with the improvements are platted and fully developed; if such a condition was to occur, the true-up provisions within this 2026 Expansion Report would be applicable.

The third condition is the “completed development state.” In this condition, the entire Development Plan for the Phase 5 Expansion Area has been platted and the total par value of the Bonds has been assigned as specific assessments to each of the Platted Units within the Phase 5 Expansion Area.

VIII. FINANCING INFORMATION

The District intends to finance only a portion of the CIP through the issuance of the Bonds; however, this 2026 Expansion Report assumes the financing of 100% of the improvements to identify the full benefit and potential. As the Bonds will be issued in one or more series, the Bonds will be sized at an amount rounded to the nearest \$5,000 and will include items such as debt service reserves, underwriter’s discount, issuance costs, and rounding.

For purposes of this 2026 Expansion Report, conservative allowances have been made for a debt service reserve, underwriter’s discount, issuance costs, rounding, and collection costs as shown in Table 5. The methodology consultant will issue supplemental reports that outline the provisions specific to each bond issue, applying the assessment methodology contained herein. The supplemental report(s) will detail the negotiated terms, interest rates, and costs associated with each series of Bonds representing the market rate at that point in time. The supplemental reports will outline any Developer contributions towards the completion of the CIP, applied to prepay any assessments on one or more Assessable Properties within the Phase 5 Expansion Area. The supplemental report(s) will also detail the level of funding allocated to the construction/acquisition account, the debt service reserve account, the underwriter’s discount, issuance, and collection costs. Additionally, the supplemental report(s) will apply the principles outlined in this 2026 Expansion Report to determine the specific assessments required to repay the Bonds.

IX. TRUE-UP MODIFICATION

During the construction period of the development phases, it is possible that the number of residential units built may change, thereby necessitating a modification to the per-unit allocation of the assessment principal. To ensure the District’s debt does not build up on the unplatted land, the District shall apply the following test as outlined within this “true up methodology”.

The debt per acre remaining on the unplatted, developable land within the Phase 5 Expansion Area is never allowed to exceed its ceiling debt per acre. The ceiling level of debt per acre is calculated as the total amount of debt for each Bond issue divided by the number of developable acres encumbered by those Bonds. Thus, every time the test is applied, the debt encumbering the remaining unplatted developable acres must remain equal to, or lower than, the ceiling level of debt per acre as established by Exhibit A.

True-up tests shall be performed upon the acceptance of each recorded plat submitted to subdivide developed lands within the Phase 5 Expansion Area. If upon the completion of any true-up analyses, it is found that the debt per gross acre exceeds the established maximum ceiling debt per acre, or there is not sufficient development potential in the remaining acreage in the Phase 5 Expansion Area to produce the densities required to service Bond debt adequately, the District would require the immediate remittance of a density reduction payment, plus accrued interest as applicable in an amount sufficient to reduce the remaining debt per acre to the ceiling amount per acre, thus allow the remaining gross acreage to service Bond debt upon planned development adequately. The final test shall be applied at the platting of 100% of the Platted Units within the Phase 5 Expansion Area. Should additional coverage be identified at or before the final true-up as a result of changes in the Development Plan, the District will reserve the right to either use the excess to issue more debt or pay down the existing principal amounts within outstanding Bonds proportionally.

True-up payment provisions may be suspended if the landowner can demonstrate, to the reasonable satisfaction of the District and bondholders, that there is sufficient development potential in the remaining acreage within the Phase 5 Expansion Area to produce the densities required to service Bond debt adequately. The Developer and District will enter into a true-up agreement to evidence the obligations described in this Section.

All assessments levied run with the land, and it is the responsibility of the District to enforce the true-up provisions and collect any required true-up payments due. The District will not release any liens on property for which true-up payments are due, until provision for such payment has been satisfactorily made.

X. ADDITIONAL STIPULATIONS

The District retained Inframark to prepare a methodology to fairly allocate the special assessments related to the District's CIP. Certain financing, development, and engineering data were provided by members of the District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Inframark makes no representations regarding these information transactions beyond restating the factual information necessary for the compilation of this 2026 Expansion Report. For additional information on the Bond structure and related items, please refer to the Offering Statement associated with this transaction.

Inframark does not represent the District as a Municipal Advisor or Securities Broker, nor is Inframark registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Inframark does not provide the District with financial advisory services or offer investment advice in any form.



TABLE 1

RIVINGTON COMMUNITY DEVELOPMENT DISTRICT						
CIP INFRASTRUCTURE COST SUMMARY						
Category	Phase 1 ⁽²⁾	Phases 2-4 ⁽¹⁾	Phase 5 ⁽²⁾	CIP Costs ⁽³⁾	Developer-Funded Costs ⁽⁷⁾⁽⁸⁾	Total
Earthwork/ Public Improvements	\$2,968,777.59	\$5,083,688.79	\$141,417.00	\$8,193,883.38	\$0.00	\$8,193,883.38
Earthwork/Private	\$674,366.28	\$1,926,756.00	\$424,251.00	\$0.00	\$3,025,373.28	\$3,025,373.28
Roadways and Transportation ⁽⁴⁾	\$1,756,461.71	\$4,204,579.54	\$579,116.00	\$6,540,157.25	\$0.00	\$6,540,157.25
Water, Sewer and Reclaimed Water ⁽⁴⁾	\$1,951,680.00	\$6,584,115.00	\$950,892.50	\$9,486,687.50	\$0.00	\$9,486,687.50
Stormwater Management System	\$2,927,520.00	\$3,454,290.00	\$712,080.00	\$7,093,890.00	\$0.00	\$7,093,890.00
Amenity Center ⁽⁵⁾	\$930,835.73	\$2,194,164.27	\$0.00	\$0.00	\$3,125,000.00	\$3,125,000.00
Parks, Landscape, Irrigation and Hardscape ⁽⁶⁾	\$930,835.73	\$4,194,164.27	\$200,000.00	\$5,325,000.00	\$0.00	\$5,325,000.00
Ft Florida Road Off-Site Improvements	\$1,190,000.00	\$2,610,000.00	\$0.00	\$0.00	\$3,800,000.00	\$3,800,000.00
Wetland Mitigation Fees	\$600,000.00	\$150,000.00	\$50,000.00	\$0.00	\$800,000.00	\$800,000.00
Water/ Sewer Connection Charges and CIAC	\$855,000.00	\$2,558,500.00	\$455,000.00	\$0.00	\$3,868,500.00	\$3,868,500.00
Multi-Use Trail	\$122,521.70	\$165,000.00	\$0.00	\$0.00	\$287,521.70	\$287,521.70
10% Contingency	0	\$3,312,525.79	\$351,275.65	\$2,444,617.57	\$1,219,183.87	\$3,663,801.44
Design & Permitting Costs for CIP	\$298,159.97	\$728,755.67	\$150,000.00	\$1,176,915.64	\$0.00	\$1,176,915.64
Design & Permitting Costs for Non-CIP Items	\$0.00	\$0.00	\$0.00	\$0.00	\$302,068.05	\$302,068.05
CIP Total	\$10,833,435.00	\$24,249,593.27	\$2,733,505.50	\$40,261,151.34	\$0.00	\$40,261,151.34
Non-CIP Total	\$4,372,723.71	\$12,916,946.06	\$1,280,526.65	\$0.00	\$16,427,647.00	\$16,427,647.00
Total CIP/Non-CIP	\$15,206,158.71	\$37,166,539.33	\$4,014,032.15	\$40,261,151.34	\$16,427,647.00	\$56,688,798.24
Benefiting Public Improvements/ Eligible CIP ⁽⁹⁾	\$14,531,792.43	\$35,239,783.33	\$3,589,781.15		TOTAL:	\$53,361,356.91 ⁽⁹⁾

Footnotes:

(1) Substantially complete.
 (2) Anticipated to be substantially complete by 3rd quarter 2027.
 (3) All of the proceeds of the Series 2020 Bonds and Series 2022 Bonds available for construction of components of the CIP (in the amount of \$16,729,675) have been
 (4) Excludes utility impact fee creditable items.
 (5) To be funded by the Developer and owned and operated by the District. Includes costs of landscape, irrigation and hardscape related to the amenity center.
 (6) Excludes costs related to the amenity center.
 (7) Developer has funded \$51,111,226.00 (with land) and \$45,715,710.00 (without land) as of 2/24/2026 that are part of the non-CIP and CIP costs above the cost funded by
 (8) Any portion of the costs of the CIP not funded with proceeds of the Series 2020 Bonds, Series 2022 Bonds and/or Series 2026 Bonds will be funded by the Developer.
 (9) Totals public improvement CIP cost benefiting all private properties within the CDD.
 (10) Additional Details provided within the Third Supplemental Report of the Engineer.



TABLE 2

RIVINGTON COMMUNITY DEVELOPMENT DISTRICT						
PROJECT STATISTICS - ERU ASSIGNMENTS						
PRODUCT	PHASE 1	PHASE 2-4	PHASE 5	TOTAL UNITS	PER UNIT ERU ⁽²⁾	TOTAL ERUS
20' Townhome	36	240	80	356	0.40	110.40
24' Townhome	24	0	0	24	0.48	11.52
34' Single Family	90	157	0	247	0.68	167.96
40' Single Family	2	5	0	7	0.80	5.60
50' Single Family	152	180	0	332	1.00	332.00
60' Single Family	0	13	0	13	1.20	15.6
Total	304	595	80	979		643.08

Notations:
⁽¹⁾ Product Type
⁽²⁾ Equivalent Residential Unit

TABLE 3

DEVELOPMENT PROGRAM COST/CIP NET BENEFIT ANALYSIS	
Infrastructure CIP Costs	\$53,361,356.91
ERUS	643.08
Total CIP Cost/ Benefit Per ERU	\$82,977.79

Notations:
 1) Benefit is equal to or greater than cost as assigned per Equivalent Residential Unit ("ERU") as described above.

TABLE 4

PHASE 5 EXPANSION AREA DEVELOPMENT PROGRAM CIP NET COST/BENEFIT ANALYSIS					
PRODUCT TYPE	ERU FACTOR	PRODUCT COUNT	ERUs	NET CIP BENEFIT	
				PER PRODUCT TYPE	PER PRODUCT UNIT
20' Townhome	0.40	80	32.00	\$2,655,289.27	\$33,191.12
		80	32.00	\$2,655,289.27	

Notations:
 1) Table 4 determines only the benefit of construction cost, net of finance and other related costs.

TABLE 5

RIVINGTON COMMUNITY DEVELOPMENT DISTRICT		
FINANCING ASSUMPTIONS - SPECIAL ASSESSMENT BONDS		
Coupon Rate ⁽¹⁾		8.00%
Term (Years)		32
Principal Amortization Installments		30
 <u>SOURCES:</u>		
	Par Amount:	\$3,935,000
 <u>USES:</u>		
Construction Fund		\$2,655,289
Capitalized Interest (Months) ⁽²⁾	24	\$629,600
Debt Service Reserve Fund	100%	\$349,536
Underwriter's Discount	2.00%	\$78,700
Rounding		\$1,875
Cost of Issuance		\$220,000
		\$3,935,000
 <u>ANNUAL ASSESSMENT</u>		
Annual Debt Service (Principal plus Interest)		\$349,536
Collection Costs and Discounts @	6.00%	\$22,311
 TOTAL ANNUAL ASSESSMENT		 \$371,847
 Notations:		
⁽¹⁾ Based on conservative interest rate, subject to change based on market conditions.		
⁽²⁾ Based on 24 months capitalized interest.		

TABLE 6

RIVINGTON COMMUNITY DEVELOPMENT DISTRICT								
ALLOCATION METHODOLOGY - SPECIAL ASSESSMENT BONDS ⁽¹⁾								
PRODUCT	PER UNIT	TOTAL ERUs	% OF ERUs	UNITS	PRODUCT TYPE		PER UNIT	
					TOTAL PRINCIPAL	ANNUAL ASSMT. ⁽²⁾	TOTAL PRINCIPAL	ANNUAL ASSMT. ⁽²⁾
20' Townhome	0.40	32.00	100.00%	80	\$3,935,000	\$349,536	\$49,188	\$4,369
Totals		32.00	100%	80	\$3,935,000	\$349,536		

⁽¹⁾ Allocation of total bond principal (i.e., assessment) based on equivalent assessment units. Individual principal and interest assessments calculated on a per unit basis. 24 month Maximum Capitalized Interest Period.

⁽²⁾ Includes principal, interest net of collection fees and discounts.

EXHIBIT A

The maximum par amount of Bonds that may be borrowed by the District to pay for the public capital infrastructure improvements within the Phase 5 Expansion Area is \$3,935,000.00 payable in 30 annual installments of principal of \$35,849.84 per gross acre. The maximum par debt is \$403,589.74 per gross acre and is outlined below.

Prior to platting, the debt associated with the Capital Improvement Plan will initially be allocated on a per acre basis within the Phase 5 Expansion Area of the District. Upon platting, the principal and long term assessment levied on each benefited property will be allocated to platted lots and developed units in accordance with this Report.

ASSESSMENT PLAT

TOTAL ASSESSMENT:	\$3,935,000.00		
ANNUAL ASSESSMENT:	\$349,535.95	- (30 Installments)	
TOTAL GROSS ASSESSABLE ACRES +/-:	9.75		
TOTAL ASSESSMENT PER ASSESSABLE GROSS ACRE:	\$403,589.74		
ANNUAL ASSESSMENT PER GROSS ASSESSABLE ACRE:	\$35,849.84	(30 Installments)	
		PER PARCEL ASSESSMENTS	
<u>Landowner Name, Legal Description & Address</u>	<u>Gross Unplatted Assessable Acres</u>	<u>Total PAR Debt</u>	<u>Total Annual</u>
Rivington 10, LLC 5850 TG Lee BLVD Ste 200 Orlando, FL 32822	9.75	\$3,935,000.00	\$349,535.95
Parcel ID#: 900900000021, Volusia County See Exhibit B, Legal Description			
Totals:	9.75	\$3,935,000.00	\$349,535.95
Notation: Assessments shown are net of collection cost			

EXHIBIT B
PHASE 5 EXPANSION AREA - LEGAL DESCRIPTION

A PORTION OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA

BEING MORE PARTICULARLY AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 9; THENCE RUN NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 9, A DISTANCE OF 328.00 FEET; THENCE RUN SOUTH 89 DEGREES 51 MINUTES 33 SECONDS EAST A DISTANCE OF 1328.66 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 9; THENCE SOUTH 00 DEGREES 05 MINUTES 35 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 9 A DISTANCE OF 327.99 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 9; THENCE RUN NORTH 89 DEGREES 51 MINUTES 33 SECONDS WEST ALONG THE SOUTH LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 9 A DISTANCE OF 1326.83 FEET TO THE POINT OF BEGINNING.

Containing 9.75 acres, more or less.

RESOLUTION 2026-06

A RESOLUTION OF THE RIVINGTON COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS AND FACILITIES; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY IN THE PHASE 5 EXPANSION AREA DESIGNATED HEREBY SPECIALLY BENEFITED BY SUCH PROJECTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, *FLORIDA STATUTES*; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT REVENUE BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO HOMEOWNERS ASSOCIATIONS, PROPERTY OWNERS ASSOCIATIONS AND/OR GOVERNMENTAL ENTITIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Rivington Community Development District ("District") is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes ("Uniform Act"), by the City Council of the City of DeBary, Florida in Ordinance No. 12-18; and

WHEREAS, the District was expanded by the City Council of the City of DeBary, Florida in Ordinance No. 05-22 on February 16, 2022, and effective February 26, 2022 and further expanded by Ordinance No. 09-22 on January 18, 2023, and effective on January 28, 2023 and contracted by Ordinance No. 15-24 on November 20, 2024, and effective on November 30, 2024; and

WHEREAS, the Board of Supervisors of the District ("Board") hereby determines to establish an assessment area within the boundaries of the District hereby designated as the "Phase 5 Expansion Area," as more fully described herein, and to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain a portion of the public infrastructure improvements and facilities (collectively, the "Improvements") described in the Third Supplemental Engineer's Report, prepared by Kimley-Horn & Associates, Inc. and dated April 8, 2026 as eligible to be funded by the District's Special Assessment Revenue Bonds in an amount not to exceed \$3,935,000 (the "Bonds"), a copy of report which is attached hereto as **Exhibit A** and incorporated herein by reference (the "Engineer's Report"); and

WHEREAS, it is in the best interests of the District to finance and refinance all or a portion

of the cost of the Improvements (sometimes also referred to herein as the “Project”) through the levy of special assessments on assessable land in the Phase 5 Expansion Area pursuant to Chapters 170, 190 and 197, Florida Statutes (“Special Assessments”); and

WHEREAS, the District is empowered by Chapters 170, 190 and 197, Florida Statutes, to finance, refinance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy and collect the Special Assessments; and

WHEREAS, the District hereby determines that benefits will accrue to the property in the Phase 5 Expansion Area improved, the amount of those benefits, and that the Special Assessments will be made in proportion to the benefits received as set forth in the District's Master Assessment Methodology Report for the Phase 5 Expansion Area, prepared by Inframark, LLC dated April 21, 2026, attached hereto as **Exhibit B** incorporated herein by reference (the "Master Assessment Report") and on file at the offices of the District Manager, Inframark, LLC, 313 Campus Street, Celebration, FL 34747 (the "District Manager's Office"); and

WHEREAS, the District Board noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such assessments.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*.

SECTION 2. FINDINGS. The Board hereby finds and determines as follows:

A. The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended.

B. The District is authorized by Chapter 190, *Florida Statutes*, to plan, design, acquire, construct, and install various public infrastructure improvements and facilities necessitated by the development of, and serving lands within and without the District.

C. The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure improvements and facilities and to issue special assessment bonds payable from such special assessments as provided in Chapters 170, 190 and 197, *Florida Statutes*.

D. It is necessary to the public health, safety and welfare and in the best interests of the District that: (i) the District provide the Improvements constituting the Project, the nature and location of which are described in Resolution 2026-04 and the Engineer’s Report, and which Project’s plans and specifications are on file in the District Manager's Office; (ii) the cost of such Project be assessed against the lands in the Phase 5 Expansion Area specially benefited by such Project; and (iii) the District issue the Bonds to provide funds to finance and refinance the cost of

the Project pending the receipt of the Special Assessments and other revenues which the District may establish.

E. The provision of said Project, the levying of such Special Assessments and the sale and issuance of such Bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners and residents.

F. In order to provide funds with which to finance and refinance a portion of the cost the Project, the District will issue the Bonds pursuant to that certain Master Trust Indenture dated as of February 1, 2020 (the “Master Trust Indenture”) between the District and U.S. Bank Trust Company, National Association, as successor trustee (the “Trustee”), as supplemented by the Third Supplemental Trust Indenture to be dated as of July 1, 2026 between the District and the Trustee (collectively, the “Indenture”).

G. By Resolution 2026-04 (also referred to herein as the “Assessment Resolution”), the Board determined to provide the Improvements constituting the Project and to defray the costs thereof by making the Special Assessments in the Phase 5 Expansion Area on benefited property and expressed an intention to issue the Bonds to provide a portion of the funds needed for the Project prior to the collection of such Special Assessments. Resolution 2026-04 was adopted in compliance with the requirements of section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of section 170.04, *Florida Statutes*, had been met.

H. As directed by Resolution 2026-05, said Resolution 2026-04 was published as required by section 170.05, *Florida Statutes*, and a copy of the publisher’s affidavit of publication is on file with the Secretary of the Board.

I. As directed by Resolution 2026-04 a preliminary assessment roll was adopted and filed with the Board as required by section 170.06, *Florida Statutes*.

J. As required by section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2026-05 fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to: (i) the propriety and advisability of making the Improvements constituting the Project, (ii) the cost thereof, (iii) the manner of payment therefore, and (iv) the amount thereof to be assessed against each specially benefited property or parcel in the Phase 5 Expansion Area and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190 and 197, *Florida Statutes*.

K. Notice of such public hearing was given by publication and also by mail as required by section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the Board.

L. On May 27, 2026, at the time and place specified in Resolution 2026-05, and notice referred to in paragraph (K) above, the Board met as an equalizing Board and heard and considered all complaints and testimony as to the matters described in paragraph (J) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

M. Having considered the estimated costs of the Project, estimates of financing and refinancing costs and all complaints and evidence presented at such public hearing, the Board further finds and determines:

- i. that the estimated costs of the Project are as specified in the Engineer's Report (attached as **Exhibit A** hereto and incorporated herein by this reference), and that the amount of such costs is reasonable and proper; and
- ii. it is reasonable, proper, just and right to assess the cost of such Project against the properties within the Phase 5 Expansion Area specially benefited thereby using the method determined by the Board set forth in the Assessment Report attached hereto as **Exhibit B** and incorporated herein by this reference, which results in allocation of assessments in the manner set forth in the final assessment roll included therein; and
- iii. it is hereby declared that the Project will constitute a special benefit to all parcels of real property listed on said final assessment roll and that the benefit, in the case of each such parcel, will be equal to or in excess of the Special Assessments thereon when allocated as set forth in **Exhibit B**; and
- iv. it is in the best interests of the District that the Special Assessments be paid and collected as provided herein.

SECTION 3. AUTHORIZATION OF THE DISTRICT PROJECT. That certain Project initially described in Resolution 2026-04, and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

SECTION 4. ESTIMATED COST OF IMPROVEMENTS. The total estimated cost of the Improvements is \$3,589,781.15 (hereinafter, referred to as the "Estimated Cost"). The Special Assessments will defray up to \$2,655,289, a portion of which includes the Estimated Cost, plus estimated financing-related costs, including capitalized interest, debt service reserve and contingency related to bonds and bond anticipation notes, which may be issued by the District to finance a portion of the Improvements (the "Estimated Total Cost"). The manner in which the Special Assessments shall be apportioned and paid is set forth in the Master Assessment Report. The Special Assessments shall be levied within the Phase 5 Expansion Area on all lots and lands adjoining and contiguous or bounding and abutting upon such Improvements or specially benefited thereby and further designated by the assessment plat. The Bonds shall fund \$2,655,289 of the Estimated Cost, net of investment earnings.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Special Assessments shall be levied within the Phase 5 Expansion Area on all lots and lands adjoining and contiguous or bounding and abutting upon such Improvements or specially benefited thereby and further designated by the assessment plat as provided in Resolution 2026-04 and in accordance with the Assessment Report, which is hereby adopted and approved and in the amounts and at the times necessary to pay the debt service requirements on the Bonds. Although the Project is part of a system of public infrastructure improvements and facilities that benefit all assessable properties in the District (the "CIP"), the Special Assessments are fairly apportioned and allocated within the Phase 5 Expansion Area and it is reasonable and proper to levy the Special Assessments on assessable property in the Phase 5 Expansion Area since the benefits from the CIP to such assessable property exceed the Special

Assessments. The Special Assessments on parcels specially benefited by the Project in the Phase 5 Expansion Area, as further specified in the final assessment roll set forth in **Exhibit B** attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution, these Special Assessments, as reflected in **Exhibit B**, attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the "Improvement Lien Book." The Special Assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims, except liens and claims imposed by the federal government. The District may make any such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. If the issuance of refunding bonds by the District would result in a decrease of the Special Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such Bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF SPECIAL ASSESSMENTS. When the entire Project has been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of section 170.08, *Florida Statutes*, regarding completion of the portion of the Project financed or refinanced by the Bonds, the District shall credit to each Special Assessment the difference, if any, between the Special Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Project. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Special Assessments for the entire Project has been determined, the term "Special Assessment" shall, with respect to each parcel, mean the sum of the costs of the Project.

SECTION 7. PAYMENT OF SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.

A. Commencing with the year in which the Special Assessments are certified for collection and subsequent to the capitalized interest period for the Bonds, the Assessments shall be paid in not more than thirty (30) annual installments. The Special Assessments may be payable at the same time and in the same manner as are ad valorem taxes and collected pursuant to Chapter 197, Florida Statutes; provided, however, that in the event the uniform non-ad valorem assessment method of collecting the Special Assessments is not available to the District in any year, or if determined by the Board to be in the best interest of the District, the Special Assessments may be collected as is otherwise permitted by law and the Special Assessments shall be collected in such manner as required or permitted by the Indenture.

B. For each year the District uses the Uniform Method, the District shall have entered into an agreement with the Tax Collector of Volusia County who may notify each owner of a lot or parcel within the District of the amount of the Special Assessments, including interest thereon, in the manner provided in section 197.3635, *Florida Statutes*.

SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.

A. The Special Assessments will be allocated in accordance with the Assessment Resolution, including the Master Assessment Report. Pursuant to the Assessment Resolution and the Master Assessment Report, including Section IX of the Master Assessment Report, there may be required, from time to time, certain "True-Up Payments." At the time a plat is presented to the District within the Phase 5 Expansion Area, the District Manager shall review the plat to determine whether, based on the development plan of 80 townhome units there is a net shortfall in the overall principal amount of Special Assessments able to be assigned to benefitted lands within the Phase 5 Expansion Area as contemplated by the Master Assessment Report. If the overall principal amount of Special Assessments cannot reasonably be assigned to the platted and undeveloped but developable lands in the Phase 5 Expansion Area, in the District's sole but reasonable determination, then a True-Up Payment in the amount of such shortfall shall become due and payable for the landowner(s) of record of the land subject to the proposed plat and of the remaining undeveloped lands within the Phase 5 Expansion Area, in addition to any regular assessment installment.

B. True-Up Payments shall become due and payable prior to the recording of the proposed plat by the landowner(s) of record of the land subject to the True-Up Payment, together with interest on the Bonds to the next applicable interest date, in addition to any regular installment of the Special Assessments levied on such land and shall constitute part of lien of the Special Assessments imposed on such land. The District will ensure collection of such amounts in a timely manner to meet its debt service obligations and shall record all True-Up Payments in its Improvement Lien Book.

C. The foregoing is based on the District's understanding it is intended to provide a formula to ensure that the appropriate ratio of the Special Assessments to gross acres in the Phase 5 Expansion Area is maintained if less than the indicated residential units are developed. However, the District agrees that nothing herein prohibits more residential units from being developed. In no event shall the District collect Special Assessments in excess of the total debt service related to the Bonds. If a True Up Payment for the lands in the Phase 5 Expansion Area pursuant to application of the District's Assessment Report would result in Special Assessments collected in excess of the District's total debt service obligation for the Bonds, the District agrees to take appropriate action by resolution to equitably reallocate the assessments in each tract within the lands in the Phase 5 Expansion Area or provide for an equitable refund.

SECTION 9. PROPERTY OWNED BY HOMEOWNERS ASSOCIATIONS, PROPERTY OWNERS ASSOCIATIONS OR GOVERNMENTAL ENTITIES. Property owned by units of local, state, and federal government shall not be subject to the Special Assessments without specific consent thereto. In addition, property owned by a property owners association or homeowners association that is exempt from special assessments under Florida law

shall not be subject to the Special Assessments. If at any time, any real property on which Special Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Special Assessments thereon), all future unpaid Special Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

SECTION 10. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a general Notice of Assessments in the Official Records of Volusia County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

SECTION 11. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 12. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 13. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

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APPROVED AND ADOPTED this 27th day of May, 2026.

**RIVINGTON COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Third Supplemental Engineer's Report dated April 8, 2026

Exhibit B: Assessment Report

Exhibit A: Third Supplemental Engineer's Report dated April 8, 2026

Exhibit B: Assessment Report



*Rivington
Community Development District*

**FISCAL YEAR 2027
PROPOSED BUDGET**

May 27, 2026

CLEAR PARTNERSHIPS



OPERATING BUDGET

General Fund

Summary of Revenues, Expenditures and Changes in Fund Balances 1-2

Exhibit A 3

Budget Narrative..... '4-6

DEBT SERVICE BUDGETS

Series 2020

Summary of Revenues, Expenditures and Changes in Fund Balances 7

Amortization Schedule 8

Series 2022

Summary of Revenues, Expenditures and Changes in Fund Balances 9

Amortization Schedule 10

Budget Narrative 11

SUPPORTING BUDGET SCHEDULE

Comparison of Assessment Rates 12

Rivington

Community Development District

Operating Budget

FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance
 Fiscal Year 2027 Budget
 General Fund 001

ACCOUNT DESCRIPTION	ADOPTED	ACTUAL	PROJECTED	TOTAL	% +/-) Budget	ANNUAL
	BUDGET FY 2026	THRU 2/28/2026	March- 9/30/2026	PROJECTED FY 2026		BUDGET FY 2027
REVENUES						
Interest - Investments	\$0.00	\$5,152.00	\$2,800.00	\$7,952.00	0%	\$0.00
Special Assmnts- Tax Collector	\$850,494.00	\$826,993.00	\$23,501.00	\$850,494.00	0%	\$959,047.68
Special Assmnts- Discounts	-\$34,020.00	-\$26,806.00	\$0.00	-\$26,806.00	-21%	-\$38,361.91
Special Assmnts- CDD Collected	\$3,960.00	\$3,960.00	\$0.00	\$3,960.00	0%	\$5,177.21
Other Miscellaneous Revenues	\$250.00	\$0.00	\$250.00	\$250.00	0%	\$250.00
Access Cards	\$500.00	\$975.00	\$500.00	\$1,475.00	195%	\$1,000.00
TOTAL REVENUES	\$821,184.00	\$810,474.00	\$27,301.00	\$837,775.00	2%	\$927,112.99
EXPENDITURES						
<i>Administrative</i>						
P/R-Board of Supervisors	\$6,000.00	\$2,600.00	\$3,400.00	\$6,000.00	0%	\$6,000.00
FICA Taxes	\$500.00	\$138.00	\$362.00	\$500.00	0%	\$459.00
ProfServ-Dissemination Agent	\$1,000.00	\$3,500.00	\$0.00	\$3,500.00	250%	\$3,000.00
ProfServ-Engineering	\$10,000.00	\$1,367.00	\$8,633.00	\$10,000.00	0%	\$10,000.00
ProfServ-Mgmt Consulting	\$54,025.00	\$22,510.00	\$31,515.00	\$54,025.00	0%	\$55,645.75
ProfServ-Property Appraiser	\$427.00	\$0.00	\$427.00	\$427.00	0%	\$427.00
ProfServ-Tax Collector	\$427.00	\$0.00	\$427.00	\$427.00	0%	\$427.00
ProfServ-Trustee Fees	\$10,000.00	\$0.00	\$10,000.00	\$10,000.00	0%	\$10,000.00
Attorney Fees	\$10,000.00	\$1,968.00	\$8,032.00	\$10,000.00	0%	\$10,000.00
Auditing Services	\$4,000.00	\$0.00	\$4,000.00	\$4,000.00	0%	\$7,500.00
Telephone, Cable & Internet Service	\$2,700.00	\$1,017.00	\$1,683.00	\$2,700.00	0%	\$2,900.00
Postage	\$400.00	\$9.00	\$391.00	\$400.00	0%	\$250.00
Liability/Property Insurance	\$35,094.00	\$32,785.00	\$2,309.00	\$35,094.00	0%	\$32,125.00
Legal Advertising	\$5,000.00	\$227.00	\$4,773.00	\$5,000.00	0%	\$4,000.00
Misc-Assessment Collection Cost	\$4,253.00	\$0.00	\$4,253.00	\$4,253.00	0%	\$19,180.95
Misc-Contingency	\$4,000.00	\$998.00	\$3,002.00	\$4,000.00	0%	\$4,000.00
Website Expense	\$1,800.00	\$0.00	\$1,800.00	\$1,800.00	0%	\$1,800.00
Dues, Licenses, Subscriptions	\$175.00	\$175.00	\$0.00	\$175.00	0%	\$175.00
Total Administrative	\$149,801.00	\$67,294.00	\$85,007.00	\$152,301.00	2%	\$167,889.70
<i>Field</i>						
ProfServ-Field Management	\$59,613.00	\$24,839.00	\$34,774.00	\$59,613.00	0%	\$61,401.00
Electricity - General	\$28,000.00	\$9,059.00	\$12,984.57	\$22,043.57	-21%	\$28,000.00
Electricity - Streetlights	\$100,000.00	\$38,856.00	\$55,693.60	\$94,549.60	-5%	\$100,005.00
Utility - Water & Sewer	\$32,000.00	\$15,208.00	\$21,798.13	\$37,006.13	16%	\$37,000.00
Waste Removal	\$0.00	\$1,516.00	\$2,172.93	\$3,688.93	0%	\$3,800.00
R&M-Aquatic Weed Control	\$20,000.00	\$7,175.00	\$10,284.17	\$17,459.17	-13%	\$20,000.00
Amenity Maintenance & Repairs	\$45,000.00	\$6,775.00	\$9,710.83	\$16,485.83	-63%	\$45,000.00
Contracts-Pools	\$26,000.00	\$10,420.00	\$15,580.00	\$26,000.00	0%	\$26,000.00
R&M-Pools	\$15,000.00	\$0.00	\$0.00	\$0.00	-100%	\$15,000.00
Amenity Center Pest Control	\$828.00	\$576.00	\$252.00	\$828.00	0%	\$900.00
Pool Attendant	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$37,400.00
Contracts-Landscape	\$176,000.00	\$86,649.00	\$89,351.00	\$176,000.00	0%	\$206,983.00
R&M-Other Landscape	\$20,000.00	\$0.00	\$0.00	\$0.00	-100%	\$20,000.00
R&M-Irrigation	\$15,000.00	\$0.00	\$15,000.00	\$15,000.00	0%	\$20,000.00
Holiday Decorations	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,000.00

ACCOUNT DESCRIPTION	ADOPTED	ACTUAL	PROJECTED	TOTAL	% +/-) Budget	ANNUAL
	BUDGET FY 2026	THRU 2/28/2026	March- 9/30/2026	PROJECTED FY 2026		BUDGET FY 2027
Total Field	\$544,841.00	\$201,073.00	\$267,601.23	\$468,674.23	-14%	\$631,489.00
Reserves						
Reserves - Other	\$126,700.00	\$0.00	\$0.00	\$0.00	-100%	\$126,700.00
Total Reserves	\$126,700.00	\$0.00	\$0.00	\$0.00	-100%	\$126,700.00
TOTAL EXPENDITURES	\$821,342.00	\$268,367.00	\$352,608.23	\$620,975.23	-24%	\$926,078.70
Excess (deficiency) of revenues						
Over (under) expenditures	-\$158.00	\$542,107.00	-\$325,307.23	\$216,799.77	-137315%	\$1,034.28
OTHER FINANCING SOURCES (USES)						
Contribution to (Use of) Fund Balance		\$0.00	\$0.00	\$0.00	0%	\$0.00
TOTAL OTHER SOURCES (USES)	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Net change in fund balance		\$542,107.00	-\$325,307.23	\$216,799.77	0%	\$1,034.28
FUND BALANCE, BEGINNING	\$133,211.00	\$133,211.00	\$0.00	\$133,211.00	0%	\$350,010.77
FUND BALANCE, ENDING	\$133,211.00	\$675,318.00	-\$325,307.23	\$350,010.77	163%	\$351,045.05

Exhibit "A"
Allocation of Fund Balances

FISCAL YEAR 2026 RESERVE FUND ANALYSIS

Beginning Fund Balance - Carry Forward Surplus as of 10/1/2025	\$133,211
Less: Forecasted Surplus/(Deficit) as of 9/30/2026	\$133,211
Estimated Funds Available - 9/30/2026	\$266,422

FISCAL YEAR 2027 RESERVE FUND ANALYSIS

Beginning Fund Balance - Carry Forward Surplus as of 10/1/2026	\$350,011
Reserves-Fiscal Year 2026 Additions	\$126,700
Total Funds Available (Estimated)-09/30/2027	\$476,711
Less: First Quarter Operating Reserve	\$231,520 <u>(1)</u>
Less: Designated Reserves for Capital Projects	\$126,700
Estimated Remaining Undesignated Cash as of 9/30/2027	\$118,491

Notes

(1) Represents approximately 3 months of operating expenditures

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments

The District earns interest on its operating accounts.

Special Assessment – Tax Collector

The district will levy a Non-Ad Valorem assessment on all sold and plated parcels within the district in order to pay for the operating expenditures during the Fiscal Year.

Special Assessment – Discounts

Per Section 197.3632 and Section 197.162 of the Florida Statutes, discounts are allowed for early payment of assessments collected by the Tax Collector and only when the Tax Collector is using the uniform methodology. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Financial and Administrative

P/R Board of Supervisors

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon four supervisors attending 6 meetings.

FICA Taxes

Payroll taxes on Board of Supervisor’s Compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor’s payroll expenditure.

Professional Services - Dissemination Agent

The district is required by the Securities and Exchange Commission to comply with rule 15c2-12(b)-(5), which relates to additional reporting requirements for unrelated bond issues. The budgeted amount for the fiscal year is based on standard fees charged for this service with Ada Site Compliance Inc.

Professional Services-Engineering

The district's engineer will provide general engineering services to the district, i.e. attendance and preparation for monthly board meetings, review of invoices, and other specifically requested assignments.

Professional Services Management Consultant

The district has currently a contract with Inframark-Infrastructure Management Services for the operation of the property and its contractors.

Professional Services Property Appraiser

The Property Appraiser provides the district with a listing of the legal description of each property parcel within the district boundaries, and the names and addresses of the owners of such property.

Budget Narrative
Fiscal Year 2027

Professional Service Tax Collector

The Property Tax Collector provides the district with a listing of the legal description of each property parcel within the district boundaries, and the names and addresses of the owners of such property.

Professional Service -Trustee

The district pays US Bank an annual fee for trustee services on all Series Capital Improvement Revenue Bond. The budgeted amount for the fiscal year is based on standard fees charged plus any out-of-pocket expenses.

Attorney Fees

The district's legal counsel will provide general legal services to the district, i-e. attendance and preparation for monthly meetings, review of operating and maintenance contracts, and other specifically requested assignments.

Auditing Services

The district is required to conduct an annual audit of its financial records by an independent Certified Public Accounting Firm. The budget amount for the fiscal year is based on contracted fees from prior year's engagement letter.

Postage

Actual postage used for district mailings, and other special projects.

Liability /Property Insurance

The district's Property Insurance policy is with Public Risk Insurance Agency. Public Risk Insurance Agency specializes in providing insurance coverage to governmental agencies. The amount budgeted for the fiscal year is based on prior-year premiums plus any anticipated market adjustments.

Legal Advertising

The district is required to advertise various notices for Board meetings and other public hearings in a newspaper of general circulation.

Misc-Assessment Collection Cost

The district reimburses the County Tax Collector for her or his necessary administrative costs.

Misc-Contingency

This category is for any other field related expenditure that is not cover in other categories.

Website Expenses

Cost of maintaining the website expenses.

Dues, Licenses, Subscriptions

The district is required to pay annual fee to the Department of Community Affairs and other due and subscriptions.

Field

Professional Service Field Management

The district has currently a contract with Inframark-Infrastructure Management Services for the operation of the property and its contract

Budget Narrative
Fiscal Year 2027

Utility Services

Electricity-General

Electricity for accounts with the local Utilities Commissions and irrigation. Fees are based on historical costs for metered use.

Electricity-Streetlights

Local Utility Company charges electricity usage (maintenance fee). The budget is based on historical costs.

Utility-Water and Sewer

Utility expenses for water and sewer.

Waste Removal

Waste removal expenses related to trash pickup.

R&M-Aquatic Weed Control

Cost related to treatment of grass and others.

Amenity Maintenance & Repairs

Cost of repairs and regular maintenance to the CDD's amenity.

Contracts- Pools

Cost of Maintenance for CDD pool facilities.

Contracts-Landscape

Landscaping company to provide maintenance consisting of mowing, edging, trimming, blowing, fertilizing, and applying pest and disease control chemicals to turf throughout the District.

R&M Other Landscaping

Cost of repairs and regular maintenance to landscaping equipment.

R&M Irrigation

Purchase of irrigation supplies. Unscheduled maintenance consists of major repairs and replacement of system components including weather station and irrigation lines.

Rivington

Community Development District

Debt Service Budget

FY 2027

Summary of Revenues Expenditures and Changes in Fund Balance
 Fiscal Year 2027 Budget
 Series 2020 Bonds

ACCOUNT DESCRIPTION	ADOPTED	ACTUAL	PROJECTED	TOTAL	% +/-) Budget	ANNUAL
	BUDGET FY 2026	THRU 2/28/2026	March- 9/30/2026	PROJECTED FY 2026		BUDGET FY 2027
REVENUES						
Special Assmnts- Tax Collector	\$383,228.00	\$369,098.00	\$14,130.00	\$383,228.00	0%	\$383,227.67
Special Assmnts- Discounts	-\$15,329.00	-\$11,964.00	\$0.00	-\$11,964.00	-22%	-\$15,329.11
TOTAL REVENUES	\$368,159.00	\$362,607.00	\$14,130.00	\$376,737.00	2%	\$367,898.56
EXPENDITURES						
<i>Administrative</i>						
Misc-Assessment Collection Cost	\$1,916.00	\$0.00	\$1,916.00	\$1,916.00	0%	\$7,664.55
Total Administrative Service	\$1,916.00	\$0.00	\$1,916.00	\$1,916.00	0%	\$7,664.55
<i>Debt Service</i>						
Principal Debt Retirement	\$140,000.00	\$0.00	\$140,000.00	\$140,000.00	0%	\$145,000.00
Interest Expense	\$222,613.00	\$109,294.00	\$113,319.00	\$222,613.00	0%	\$213,862.50
Total Debt Service	\$362,613.00	\$114,294.00	\$253,319.00	\$367,613.00	1%	\$358,862.50
TOTAL EXPENDITURES	\$364,529.00	\$114,294.00	\$255,235.00	\$369,529.00		\$366,527.05
Excess (deficiency) of revenues Over (under) expenditures	\$3,630.00	\$248,313.00	-\$241,105.00	\$7,208.00	99%	\$1,371.51
OTHER FINANCING SOURCES (USES)						
TOTAL OTHER SOURCES (USES)	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Net change in fund balance	\$3,630.00	\$248,313.00	-\$241,105.00	\$7,208.00	99%	\$1,371.51
FUND BALANCE, BEGINNING	\$396,208.00	\$396,208.00	\$0.00	\$396,208.00	0%	\$403,416.00
FUND BALANCE, ENDING	\$399,838.00	\$644,521.00	-\$241,105.00	\$403,416.00	1%	\$404,787.51

PAR VALUE OF BONDS AFTER ANNUAL PRINCIPAL PAYMENT				
	11/1/2024	11/1/2025	11/1/2026	11/1/2027
Series 2020 Bonds	\$5,865,000.00	\$5,725,000.00	\$5,585,000.00	\$5,440,000.00

Amortization Schedule
Special Assessment Revenue Bonds, Series 2020 (2020 Assessment Area)

Period Ending	Outstanding Balance	Prepayment	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/1/2026	\$5,585,000.00				\$106,931.25	\$106,931.25	\$356,225.00
5/1/2027	\$5,585,000.00		\$145,000.00	3.375%	\$106,931.25	\$251,931.25	
11/1/2027	\$5,440,000.00				\$104,484.38	\$104,484.38	\$356,415.63
5/1/2028	\$5,440,000.00		\$150,000.00	3.375%	\$104,484.38	\$254,484.38	
11/1/2028	\$5,290,000.00				\$101,953.13	\$101,953.13	\$356,437.50
5/1/2029	\$5,290,000.00		\$160,000.00	3.375%	\$101,953.13	\$261,953.13	
11/1/2029	\$5,130,000.00				\$99,253.13	\$99,253.13	\$361,206.25
5/1/2030	\$5,130,000.00		\$165,000.00	3.375%	\$99,253.13	\$264,253.13	
11/1/2030	\$4,965,000.00				\$96,468.75	\$96,468.75	\$360,721.88
5/1/2031	\$4,965,000.00		\$170,000.00	3.375%	\$96,468.75	\$266,468.75	
11/1/2031	\$4,795,000.00				\$93,600.00	\$93,600.00	\$360,068.75
5/1/2032	\$4,795,000.00		\$175,000.00	3.750%	\$93,600.00	\$268,600.00	
11/1/2032	\$4,620,000.00				\$90,318.75	\$90,318.75	\$358,918.75
5/1/2033	\$4,620,000.00		\$180,000.00	3.750%	\$90,318.75	\$270,318.75	
11/1/2033	\$4,440,000.00				\$86,943.75	\$86,943.75	\$357,262.50
5/1/2034	\$4,440,000.00		\$190,000.00	3.750%	\$86,943.75	\$276,943.75	
11/1/2034	\$4,250,000.00				\$83,381.25	\$83,381.25	\$360,325.00
5/1/2035	\$4,250,000.00		\$195,000.00	3.750%	\$83,381.25	\$278,381.25	
11/1/2035	\$4,055,000.00				\$79,725.00	\$79,725.00	\$358,106.25
5/1/2036	\$4,055,000.00		\$205,000.00	3.750%	\$79,725.00	\$284,725.00	
11/1/2036	\$3,850,000.00				\$75,881.25	\$75,881.25	\$360,606.25
5/1/2037	\$3,850,000.00		\$210,000.00	3.750%	\$75,881.25	\$285,881.25	
11/1/2037	\$3,640,000.00				\$71,943.75	\$71,943.75	\$357,825.00
5/1/2038	\$3,640,000.00		\$220,000.00	3.750%	\$71,943.75	\$291,943.75	
11/1/2038	\$3,420,000.00				\$67,818.75	\$67,818.75	\$359,762.50
5/1/2039	\$3,420,000.00		\$230,000.00	3.750%	\$67,818.75	\$297,818.75	
11/1/2039	\$3,190,000.00				\$63,506.25	\$63,506.25	\$361,325.00
5/1/2040	\$3,190,000.00		\$235,000.00	3.750%	\$63,506.25	\$298,506.25	
11/1/2040	\$2,955,000.00				\$59,100.00	\$59,100.00	\$357,606.25
5/1/2041	\$2,955,000.00		\$245,000.00	4.000%	\$59,100.00	\$304,100.00	
11/1/2041	\$2,710,000.00				\$54,200.00	\$54,200.00	\$358,300.00
5/1/2042	\$2,710,000.00		\$255,000.00	4.000%	\$54,200.00	\$309,200.00	
11/1/2042	\$2,455,000.00				\$49,100.00	\$49,100.00	\$358,300.00
5/1/2043	\$2,455,000.00		\$265,000.00	4.000%	\$49,100.00	\$314,100.00	
11/1/2043	\$2,190,000.00				\$43,800.00	\$43,800.00	\$357,900.00
5/1/2044	\$2,190,000.00		\$275,000.00	4.000%	\$43,800.00	\$318,800.00	
11/1/2044	\$1,915,000.00				\$38,300.00	\$38,300.00	\$357,100.00
5/1/2045	\$1,915,000.00		\$290,000.00	4.000%	\$38,300.00	\$328,300.00	
11/1/2045	\$1,625,000.00				\$32,500.00	\$32,500.00	\$360,800.00
5/1/2046	\$1,625,000.00		\$300,000.00	4.000%	\$32,500.00	\$332,500.00	
11/1/2046	\$1,325,000.00				\$26,500.00	\$26,500.00	\$359,000.00
5/1/2047	\$1,325,000.00		\$310,000.00	4.000%	\$26,500.00	\$336,500.00	
11/1/2047	\$1,015,000.00				\$20,300.00	\$20,300.00	\$356,800.00
5/1/2048	\$1,015,000.00		\$325,000.00	4.000%	\$20,300.00	\$345,300.00	
11/1/2048	\$690,000.00				\$13,800.00	\$13,800.00	\$359,100.00
5/1/2049	\$690,000.00		\$340,000.00	4.000%	\$13,800.00	\$353,800.00	
11/1/2049	\$350,000.00				\$7,000.00	\$7,000.00	\$360,800.00
5/1/2050	\$350,000.00		\$350,000.00	4.000%	\$7,000.00	\$357,000.00	
Total			\$5,865,000.00		\$3,574,818.78	\$9,439,818.78	

Summary of Revenues Expenditures and Changes in Fund Balance
 Fiscal Year 2027 Budget
 Series 2022 Bonds

ACCOUNT DESCRIPTION	ADOPTED	ACTUAL	PROJECTED	TOTAL	% +/-) Budget	ANNUAL
	BUDGET FY 2026	THRU 2/28/2026	March- 9/30/2026	PROJECTED FY 2026		BUDGET FY 2027
REVENUES						
Special Assmnts- Tax Collector	\$364,929.00	\$653,504.00	\$0.00	\$653,504.00	79%	\$659,362.44
Special Assmnts- Discounts	-\$14,597.00	-\$21,182.00	\$6,585.00	-\$14,597.00	0%	-\$26,374.50
Special Assmnts- CDD Collected	\$294,433.00	\$0.00	\$294,433.00	\$294,433.00	0%	\$0.00
TOTAL REVENUES	\$644,780.00	\$640,481.00	\$301,018.00	\$941,499.00	46%	\$632,987.95
EXPENDITURES						
<i>Administrative</i>						
Misc-Assessment Collection Cost	\$18,246.00	\$0.00	\$18,246.00	\$18,246.00	0%	\$13,187.25
Total Administrative Service	\$18,246.00	\$0.00	\$18,246.00	\$18,246.00	0%	\$13,187.25
<i>Debt Service</i>						
Principal Debt Retirement	\$230,000.00	\$0.00	\$230,000.00	\$230,000.00	0%	\$235,000.00
Interest Expense	\$415,981.00	\$207,400.00	\$208,581.00	\$415,981.00	0%	\$408,506.26
Total Debt Service	\$645,981.00	\$207,400.00	\$438,581.00	\$645,981.00	0%	\$643,506.26
TOTAL EXPENDITURES	\$664,227.00	\$207,400.00	\$456,827.00	\$664,227.00		\$656,693.51
Excess (deficiency) of revenues Over (under) expenditures	-\$19,447.00	\$433,081.00	-\$155,809.00	\$277,272.00	-1526%	-\$23,705.56
OTHER FINANCING SOURCES (USES)						
TOTAL OTHER SOURCES (USES)	\$0.00	-\$871.00	\$0.00	-\$871.00		\$0.00
Net change in fund balance	-\$19,447.00	\$432,210.00	-\$155,809.00	\$276,401.00	-1521%	-\$23,705.56
FUND BALANCE, BEGINNING	\$603,012.00	\$603,012.00	\$0.00	\$603,012.00	0%	\$879,413.00
FUND BALANCE, ENDING	\$583,565.00	\$1,035,222.00	-\$155,809.00	\$879,413.00	51%	\$855,707.44
PAR VALUE OF BONDS AFTER ANNUAL PRINCIPAL PAYMENT						
	11/1/2024	11/1/2025	11/1/2026			11/1/2027
Series 2022 Bonds	\$10,830,000	\$10,610,000	\$10,380,000			\$10,145,000

Amortization Schedule

Special Assessment Revenue Bonds, Series 2022 (2022 Assessment Area)

Period Ending	Outstanding Balance	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/1/2026	\$10,380,000.00			\$204,253.13	\$204,253.13	
5/1/2027	\$10,380,000.00	\$235,000.00	3.375%	\$204,253.13	\$439,253.13	\$643,506.26
11/1/2027	\$10,145,000.00			\$200,434.38	\$200,434.38	
5/1/2028	\$10,145,000.00	\$245,000.00	3.375%	\$200,434.38	\$445,434.38	\$645,868.76
11/1/2028	\$9,900,000.00			\$195,993.75	\$195,993.75	
5/1/2029	\$9,900,000.00	\$255,000.00	3.375%	\$195,993.75	\$450,993.75	\$646,987.50
11/1/2029	\$9,645,000.00			\$191,371.88	\$191,371.88	
5/1/2030	\$9,645,000.00	\$265,000.00	3.375%	\$191,371.88	\$456,371.88	\$647,743.76
11/1/2030	\$9,380,000.00			\$186,568.75	\$186,568.75	
5/1/2031	\$9,380,000.00	\$270,000.00	3.375%	\$186,568.75	\$456,568.75	\$643,137.50
11/1/2031	\$9,110,000.00			\$181,675.00	\$181,675.00	
5/1/2032	\$9,110,000.00	\$280,000.00	3.750%	\$181,675.00	\$461,675.00	\$643,350.00
11/1/2032	\$8,830,000.00			\$176,600.00	\$176,600.00	
5/1/2033	\$8,830,000.00	\$295,000.00	3.750%	\$176,600.00	\$471,600.00	\$648,200.00
11/1/2033	\$8,535,000.00			\$170,700.00	\$170,700.00	
5/1/2034	\$8,535,000.00	\$305,000.00	3.750%	\$170,700.00	\$475,700.00	\$646,400.00
11/1/2034	\$8,230,000.00			\$164,600.00	\$164,600.00	
5/1/2035	\$8,230,000.00	\$320,000.00	3.750%	\$164,600.00	\$484,600.00	\$649,200.00
11/1/2035	\$7,910,000.00			\$158,200.00	\$158,200.00	
5/1/2036	\$7,910,000.00	\$330,000.00	3.750%	\$158,200.00	\$488,200.00	\$646,400.00
11/1/2036	\$7,580,000.00			\$151,600.00	\$151,600.00	
5/1/2037	\$7,580,000.00	\$345,000.00	3.750%	\$151,600.00	\$496,600.00	\$648,200.00
11/1/2037	\$7,235,000.00			\$144,700.00	\$144,700.00	
5/1/2038	\$7,235,000.00	\$360,000.00	3.750%	\$144,700.00	\$504,700.00	\$649,400.00
11/1/2038	\$6,875,000.00			\$137,500.00	\$137,500.00	
5/1/2039	\$6,875,000.00	\$375,000.00	3.750%	\$137,500.00	\$512,500.00	\$650,000.00
11/1/2039	\$6,500,000.00			\$130,000.00	\$130,000.00	
5/1/2040	\$6,500,000.00	\$390,000.00	3.750%	\$130,000.00	\$520,000.00	\$650,000.00
11/1/2040	\$6,110,000.00			\$122,200.00	\$122,200.00	
5/1/2041	\$6,110,000.00	\$405,000.00	4.000%	\$122,200.00	\$527,200.00	\$649,400.00
11/1/2041	\$5,705,000.00			\$114,100.00	\$114,100.00	
5/1/2042	\$5,705,000.00	\$420,000.00	4.000%	\$114,100.00	\$534,100.00	\$648,200.00
11/1/2042	\$5,285,000.00			\$105,700.00	\$105,700.00	
5/1/2043	\$5,285,000.00	\$440,000.00	4.000%	\$105,700.00	\$545,700.00	\$651,400.00
11/1/2043	\$4,845,000.00			\$96,900.00	\$96,900.00	
5/1/2044	\$4,845,000.00	\$455,000.00	4.000%	\$96,900.00	\$551,900.00	\$648,800.00
11/1/2044	\$4,390,000.00			\$87,800.00	\$87,800.00	
5/1/2045	\$4,390,000.00	\$475,000.00	4.000%	\$87,800.00	\$562,800.00	\$650,600.00
11/1/2045	\$3,915,000.00			\$78,300.00	\$78,300.00	
5/1/2046	\$3,915,000.00	\$495,000.00	4.000%	\$78,300.00	\$573,300.00	\$651,600.00
11/1/2046	\$3,420,000.00			\$68,400.00	\$68,400.00	
5/1/2047	\$3,420,000.00	\$515,000.00	4.000%	\$68,400.00	\$583,400.00	\$651,800.00
11/1/2047	\$2,905,000.00			\$58,100.00	\$58,100.00	
5/1/2048	\$2,905,000.00	\$535,000.00	4.000%	\$58,100.00	\$593,100.00	\$651,200.00
11/1/2048	\$2,370,000.00			\$47,400.00	\$47,400.00	
5/1/2049	\$2,370,000.00	\$555,000.00	4.000%	\$47,400.00	\$602,400.00	\$649,800.00
11/1/2049	\$1,815,000.00			\$36,300.00	\$36,300.00	
5/1/2050	\$1,815,000.00	\$580,000.00	4.000%	\$36,300.00	\$616,300.00	\$652,600.00
11/1/2050	\$1,235,000.00			\$24,700.00	\$24,700.00	
5/1/2051	\$1,235,000.00	\$605,000.00	4.000%	\$24,700.00	\$629,700.00	\$654,400.00
11/1/2051	\$630,000.00			\$12,600.00	\$12,600.00	
5/1/2052	\$630,000.00	\$630,000.00	4.000%	\$12,600.00	\$642,600.00	\$655,200.00
Total		\$10,830,000.00		\$7,332,506.30	\$18,162,506.30	\$18,162,506.30

Budget Narrative
Fiscal Year 2027

REVENUES

Interest-Investments

The District earns interest on its operating accounts.

Operations & Maintenance Assessments – On Roll

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year. The collection will be provided by the Tax Collector pursuant to Section 197.3632, Florida Statutes, which is the Uniform Collection Methodology.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments only when collected by the Tax Collector. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Debt Service

Principal Debt Retirement

The district pays regular principal payments to annually to pay down/retire the debt.

Interest Expense

The District Pays interest Expenses on the debt twice a year.

Rivington

Community Development District

Supporting Budget Schedule

FY 2027

**Comparison of Assessment Rates
Fiscal Year 2027 vs. Fiscal Year 2026**

Product	O&M Units	2020 DS Units	2022 DS Units	O&M			Series 2020 DS			Series 2022 DS			Total Per Unit		
				FY 2027	FY 2026	Percent Change	FY 2027	FY 2026	Percent Change	FY 2027	FY 2026	Percent Change	FY 2027	FY 2026	Percent Change
Platted Phase 1															
Townhome 20'	0	0		\$977.86	\$946.23	3.34%	\$713.51	\$713.51	0.00%	\$0.00	\$0.00	n/a	\$1,691.37	\$1,659.74	1.91%
Townhome 20'	36	36		\$977.86	\$946.23	3.34%	\$687.64	\$687.64	0.00%	\$0.00	\$0.00	n/a	\$1,665.51	\$1,633.87	1.94%
Townhome 24'	0	0		\$977.86	\$946.23	3.34%	\$856.21	\$856.21	0.00%	\$0.00	\$0.00	n/a	\$1,834.07	\$1,802.44	1.76%
Townhome 24'	24	24		\$977.86	\$946.23	3.34%	\$825.17	\$825.17	0.00%	\$0.00	\$0.00	n/a	\$1,803.04	\$1,771.40	1.79%
Single Family 34'	9	9		\$977.86	\$946.23	3.34%	\$1,212.96	\$1,212.96	0.00%	\$0.00	\$0.00	n/a	\$2,190.83	\$2,159.19	1.47%
Single Family 34'	82	82		\$977.86	\$946.23	3.34%	\$1,062.72	\$1,062.72	0.00%	\$0.00	\$0.00	n/a	\$2,040.59	\$2,008.95	1.57%
Single Family 40'	2	2		\$977.86	\$946.23	3.34%	\$1,427.01	\$1,427.01	0.00%	\$0.00	\$0.00	n/a	\$2,404.88	\$2,373.24	1.33%
Single Family 50'	8	8		\$977.86	\$946.23	3.34%	\$1,783.77	\$1,783.77	0.00%	\$0.00	\$0.00	n/a	\$2,761.63	\$2,730.00	1.16%
Single Family 50'	143	143		\$977.86	\$946.23	3.34%	\$1,562.83	\$1,562.83	0.00%	\$0.00	\$0.00	n/a	\$2,540.69	\$2,509.06	1.26%
Phase 2															
Townhome 20'	38		38	\$977.86	\$946.23	3.34%	\$0.00	\$0.00	n/a	\$739.30	\$739.30	0.00%	\$1,717.17	\$1,685.53	1.88%
Single Family 34'	53		58	\$977.86	\$946.23	3.34%	\$0.00	\$0.00	n/a	\$1,168.30	\$1,168.30	0.00%	\$2,146.17	\$2,114.53	1.50%
Single Family 40'	5		76	\$977.86	\$946.23	3.34%	\$0.00	\$0.00	n/a	\$1,374.47	\$1,374.47	0.00%	\$2,352.34	\$2,320.70	1.36%
Single Family 50'	76		76	\$977.86	\$946.23	3.34%	\$0.00	\$0.00	n/a	\$1,561.90	\$1,561.90	0.00%	\$2,539.77	\$2,508.13	1.26%
Sub-Total	476	304	248												
Phase 4															
Townhome 20'	202		202	\$977.86	\$946.23	3.34%	\$0.00	\$0.00	n/a	\$739.30	\$739.30	0.00%	\$1,717.17	\$1,685.53	1.88%
Sub-Total	202	0	202												
Platted- Direct Bill Phase 3															
Townhome 20'	0		0	\$977.86	\$946.23	3.34%	\$0.00	\$0.00	n/a	\$739.30	\$739.30	0.00%	\$1,717.17	\$1,685.53	1.88%
Single Family 34'	104		104	\$977.86	\$946.23	3.34%	\$0.00	\$0.00	n/a	\$1,168.30	\$1,168.30	0.00%	\$2,146.17	\$2,114.53	1.50%
Single Family 40'	0		0	\$977.86	\$946.23	3.34%	\$0.00	\$0.00	n/a	\$1,374.47	\$1,374.47	0.00%	\$2,352.34	\$2,320.70	1.36%
Single Family 50'	104		104	\$977.86	\$946.23	3.34%	\$0.00	\$0.00	n/a	\$1,561.90	\$1,561.90	0.00%	\$2,539.77	\$2,508.13	1.26%
Single Family 60'	13		13	\$977.86	\$946.23	3.34%	\$0.00	\$0.00	n/a	\$1,874.28	\$1,874.28	0.00%	\$2,852.15	\$2,820.51	1.12%
Sub-Total	221	304	221												
Phases 5															
Acreege	10		0	\$494.34	\$412.51	19.84%	\$0.00	\$0.00	n/a	\$0.00	\$0.00	n/a	\$494.34	\$412.51	19.84%
Sub-Total	10	0	0												
Total Units	899	10 acres													

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVINGTON COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2027; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING, AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Rivington Community Development District (“District”) was established by the City Council of the City of DeBary, Florida effective October 3, 2018; and

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors (“Board”) of the Rivington Community Development District prior to June 15, 2026, the proposed budget for Fiscal Year 2027 (“Proposed Budget”), which fiscal year begins October 1, 2026, and concludes September 30, 2027 (“Fiscal Year 2027”); and,

WHEREAS, the Board has considered the proposed budget and desires to set the required public hearing thereon.

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

- 1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2027 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE: Wednesday, August 26, 2026
 HOUR: 11:30 a.m.
 LOCATION: Rivington Recreation Center, 833 Terrapin Drive, DeBary, FL 32713

- 3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of DeBary and Volusia County at least 60 days prior to the hearing set above.
- 4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date set forth in Section 2, and shall remain on the website for at least 45 days.
- 5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.
- 6. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 27th day of May 2026.

ATTEST:

RIVINGTON COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairman/Vice Chairman



Rivington CDD May 2026 Field Inspection

Wednesday, May 6, 2026

Prepared For Board of Supervisors

23 Items Identified

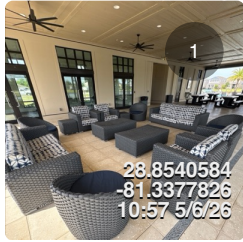
Justin Fisher

Inframark

Item 1 - Pergola Furniture

Assigned To: Inframark

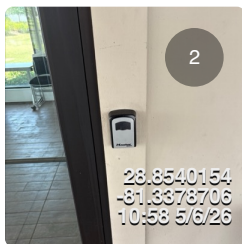
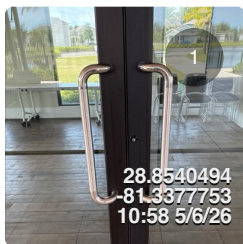
Waiting for specs to replace damaged furniture in pool area.



Item 2 - Smart Lock

Assigned To: Inframark

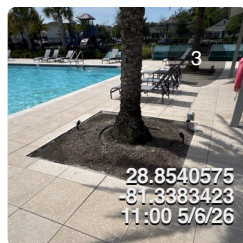
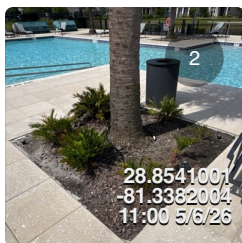
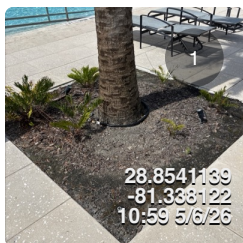
Waiting on proposal to install new lock.

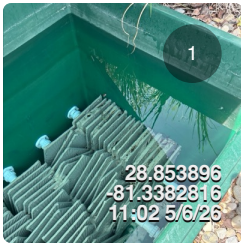


Item 3 - Missing Vegetation

Assigned To: United Land Services

ULS to provide proposal to fill in vegetation rather than using mulch in pool deck beds.





Item 4 - Pool Filters

Assigned To: Polynesian Pools

Contact vendor to inquire about pool services.

Item 5 - Palm Pruning

Assigned To: United Land Services

Need to confirm scope regarding Palm pruning in current contract.

Location:

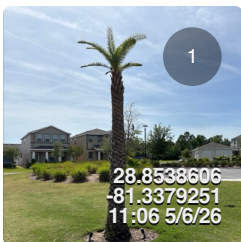
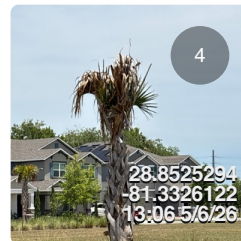
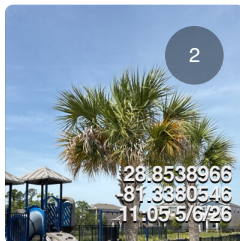
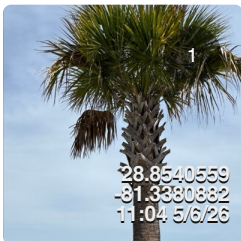
Property-wide continue to address downed fronds.

Pool Area (Pics 1 & 2)

Common Area (Pics 3 & 4)

Location:

Brackenberry St. and Treehouse Lp.



Item 6 - Tissue Samples

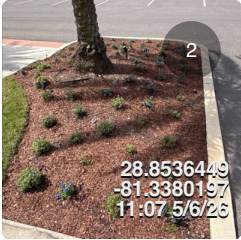
Assigned To: United Land Services

ULS said they would have tissue samples sent to UF to rule out lethal bronzing on Palm at the Amenity Center.

Item 7 - Blue Daze Install

Assigned To: United Land Services

Blue Daze was professionally installed in the parking lot beds. Looks great!

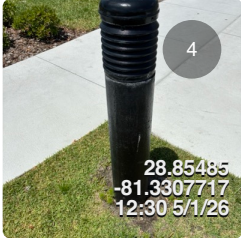
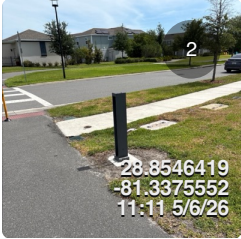
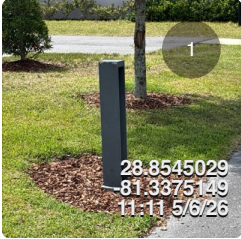


Item 8 - Bollard Light Replacements

Assigned To: Board Update/FPL

There are 24 bollard lights between the walking path at the Amenity Center and the common area at Solaire Ave. and Hyperion Dr.. I have set up a meeting with FPL to discuss replacing them. The last picture is an example of what was used in Phase 4.

Proposal from FPL will follow.



Item 9 - Irrigation Repair

Assigned To: United Land Services

Mainline repair was completed. Backfill from washout and turf was installed.

Location:

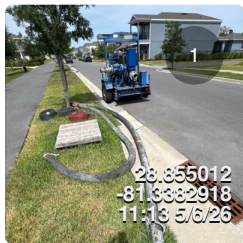
Rivington near the roundabout.



Item 10 - Unknown Pump

Assigned To: Board Update

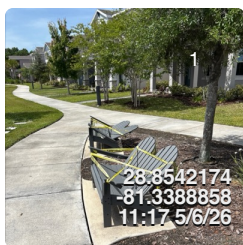
Unknown pump remains near the roundabout. It has been there for well over a month now.



Item 11 - Bench Replacements

Assigned To: Inframark

Waiting for proposal from Polywood/Inframark to replace.





Item 12 - Back Fill/Turf

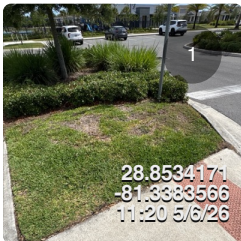
Assigned To: United Land Services

Backfill with dirt around the valve boxes. Add turf if necessary.

Item 13 - Sod Replacement

Assigned To: United Land Services

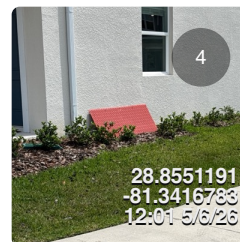
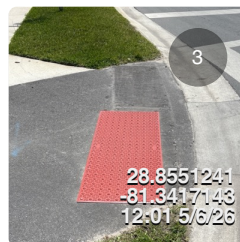
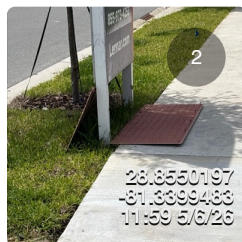
ULS to provide proposal to replace sod where necessary around the Amenity Center.



Item 14 - ADA Mats

Assigned To: Board Update/Lennar

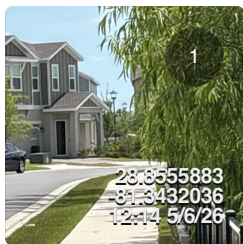
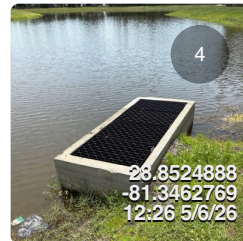
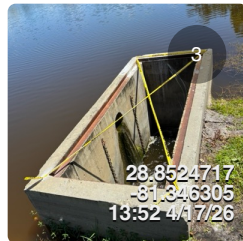
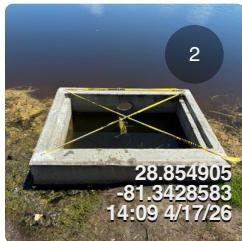
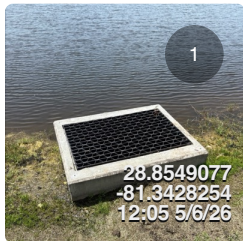
Lennar has been made aware of the continued issues with the ADA tactile paving. Land Dept - Rebecca Ramos has ensured me that they are working on the issue.



Item 15 - Grates Installed

Assigned To: Board Update

The missing protective grates were installed on the outflow structures at Ponds 4 and 6 by The Briar Team. The skimmer lead times are further out. They will be installed 5/18 per Brittany of The Briar Team.



Item 16 - Limb Up Trees

Assigned To: United Land Services

ULS to limb up trees coming out of conservation area along sidewalk.

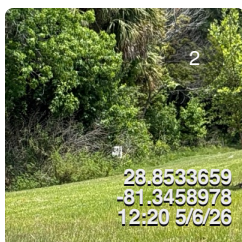
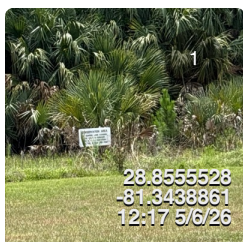
Location:
652 Terrapin Dr

Item 17 - Conservation Cutbacks

Assigned To: United Land Services

Continue to pushback vegetation behind the conservation signs.

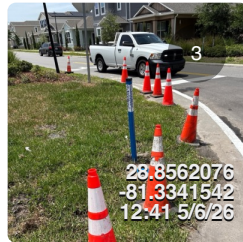
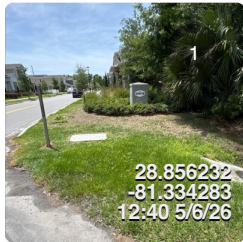
Location:
669 Terrapin Dr. (Pic 1)
709 Peroni Ave. (Pic 2)



Item 18 - Missed Mowing

Assigned To: United Land Services

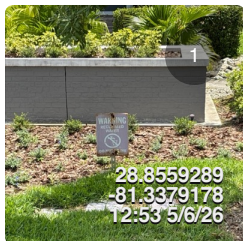
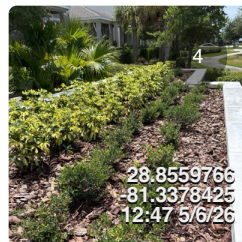
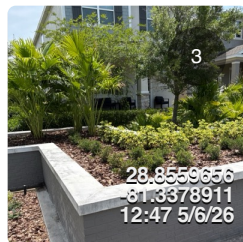
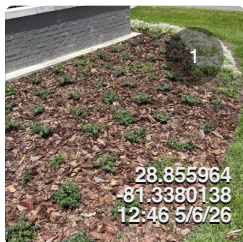
Entrance at Becklow and Ft. Florida was missed. Please check irrigation coverage on the westside as turf is in decline.



Item 19 - Main Entrance Install

Assigned To: Board Update

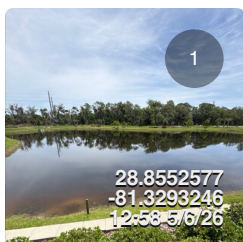
The newly installed vegetation at Rivington/Main Entrance look to be performing well. We will continue to monitor for new growth. Looks great!



Item 20 - Reclaimed Water Signage

Assigned To: Board Update/Inframark

Proposal to replace 3 - 5 signs in process.



Item 21 - Ponds

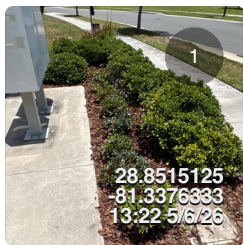
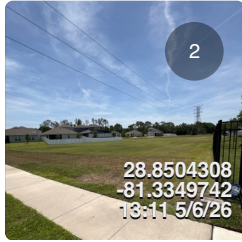
Assigned To: Aquatic Weed Control

All ponds looked well maintained. Minimal algae, weeds and torpedo grass.

Item 22 - Trillium Common Areas

Assigned To: Board Update

Common areas along Trillium that were previously missed have been addressed. Great job ULS!



Item 23 - Irrigation Repair/Plant Replacement

Assigned To: Board Update

Mainline repair was completed and 3g Indian Hawthorn was installed.

Location:

856 Terrapin Dr



Proposal #226079

Date: 4/15/2026

PO #

Alex Martinez

Customer:

Samantha Harvey

Property:

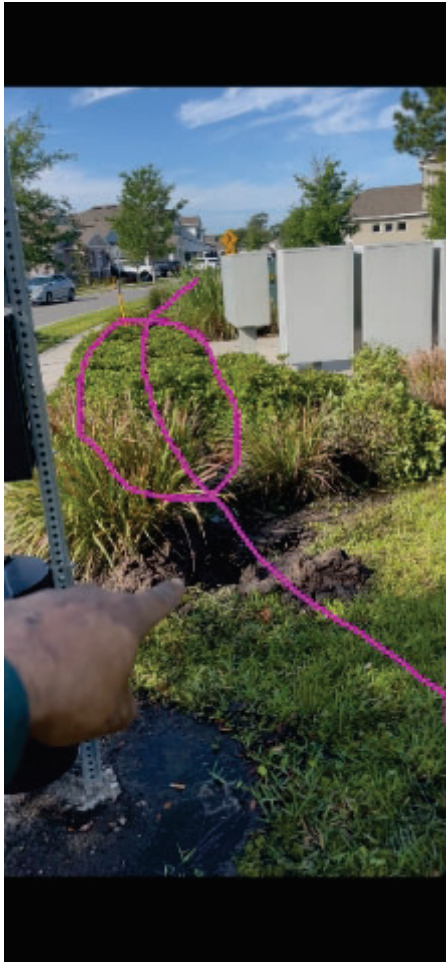
Rivington CDD
313 Campus Street
Celebration, FL 34747

Mainline reroute Terrapine Dr



We have to remove all this line of bushes on the RED to do the reroute of both lines

the leak is somewhere under 1 of those bushes. Look like they hit the pipes installing the bushes creating a small dent in both lines



We had to throw 40ft of 1" Mainline and 40ft of 1" Lateral line.

After the job is completed, we will paint a line over the top to avoid the enhancement crew hit the pipe when they do the install again.

Repairs Proposed \$1,131.67

Items	Quantity	Unit	Price/Unit	Price
Irrigation Repair				\$1,131.67
80 ft 1" size pipe	1.00	ea	\$198.35	\$198.35
Fittings	1.00	ea	\$78.32	\$78.32
Labor Install	6.00	ea	\$65.00	\$390.00
Troubleshoot leak	1.00	ea	\$75.00	\$75.00
Demo Plant Material	6.00	ea	\$65.00	\$390.00

PROJECT TOTAL: \$1,131.67

Terms & Conditions

By _____

Alex Martinez

Date 4/15/2026

United Land Services

Signed by:
kimberly locker
F8329573175440B... _____

Date 4/16/2026

Rivington CDD



Proposal #231314

Date: 5/13/2026

PO #

Omar Lopez

Customer:

Samantha Harvey

Property:

Rivington CDD
313 Campus Street
Celebration, FL 34747

Add Liriope to 6 Pool Planters

Provide labor and materials to replace 6 planters in the pool with Liriope 'Emerald Goddess'.

Default Group \$1,495.00

Items	Quantity	Unit	Price/Unit	Price
Property Improvements				\$1,495.00
Mobilization / Debris Removal / Site Prep	9.00	Hr	\$65.00	\$585.00
Liriope 'Emerald Goddess'	54.00	1 gal	\$10.00	\$540.00
Mulch - Mini Pine Bark	2.00	CY	\$60.00	\$120.00
Irrigation Retrofit	1.00	ea	\$250.00	\$250.00
PROJECT TOTAL:				\$1,495.00

Terms & Conditions

1. Specifications: The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades. The workforce shall always be presentable. All employees shall be competent and qualified, and authorized to work in the U.S.
3. License and Permits: Contractor will comply with all license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker’s Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from liabilities which arise out of the Contractor’s work. It is understood and agreed that the Contractor is not liable whatsoever for any damages that are caused by the sole negligence or willful misconduct of the Client/Owner or an indemnified party. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within thirty (30) days. Any illegal trespass, claims and/or damage resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of Client/Owner.

7. Subcontractors: Contractor reserves the right to hire qualified subcontractors.

8. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders and will become an extra charge over and above the estimate.

9. Access to Jobsite: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.

10. Invoicing: Client/Owner shall make payment to Contractor within thirty (30) days upon receipt of invoice.

11. Termination: This Work Order may be terminated by the Client/Owner with or without cause, upon seven (7) workdays advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.

12. Assignment: The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner’s interest in its business and/or the property, which is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.

13. Warranty: Contractor will warranty plant material and workmanship for a period of one (1) year from date of installation provided Contractor is also responsible for the ongoing maintenance contract at the project location. If Contractor is not responsible for ongoing maintenance, warranty is thirty (30) days from completion. Contractor will not be responsible for warranty in the event of; Acts of God, Vandalism,

water restrictions, termination of ongoing maintenance contract, damage from wildlife etc. Stated warranties are only effective upon customer’s payment in full of total contract price, including any change-orders.

14. Design Services: Any design services or revision of designs done by Contractor will remain the property of Contractor. These ideas, designs, and plans are not to be used, reproduced, altered, or transferred in any matter whatsoever without the express written consent of Contractor.

Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. We cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results.

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by Contractor, within fifteen (30) days after billing, Contractor, shall be entitled to all costs of collection, including reasonable attorney’s fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance forty five (45) days after billing.

By _____
Omar Lopez
Date 5/13/2026
United Land Services

By _____
Date _____
Rivington CDD



Legend Agenda Page 80

- Circle Measure
- 📌 Replace 6 planters with Liriope



90 ft



Proposal #231330

Date: 5/13/2026

PO #

Omar Lopez

Customer:

Samantha Harvey

Property:

Rivington CDD
313 Campus Street
Celebration, FL 34747

Sod replacement at Clubhouse entrance berm (option 1)

Provide labor and materials to replace damaged sod at the entrance berm to the clubhouse.

Default Group \$987.50

Items	Quantity	Unit	Price/Unit	Price
Property Improvements				\$987.50
St. Augustine Sod	500.00	SF	\$1.90	\$950.00
Irrigation tech	0.50	Hr	\$75.00	\$37.50
PROJECT TOTAL:				\$987.50

Terms & Conditions

1. Specifications: The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades. The workforce shall always be presentable. All employees shall be competent and qualified, and authorized to work in the U.S.
3. License and Permits: Contractor will comply with all license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker’s Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from liabilities which arise out of the Contractor’s work. It is understood and agreed that the Contractor is not liable whatsoever for any damages that are caused by the sole negligence or willful misconduct of the Client/Owner or an indemnified party. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within thirty (30) days. Any illegal trespass, claims and/or damage resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of Client/Owner.
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12. Assignment: The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the property, which is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.

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By _____
Omar Lopez
Date 5/13/2026
United Land Services

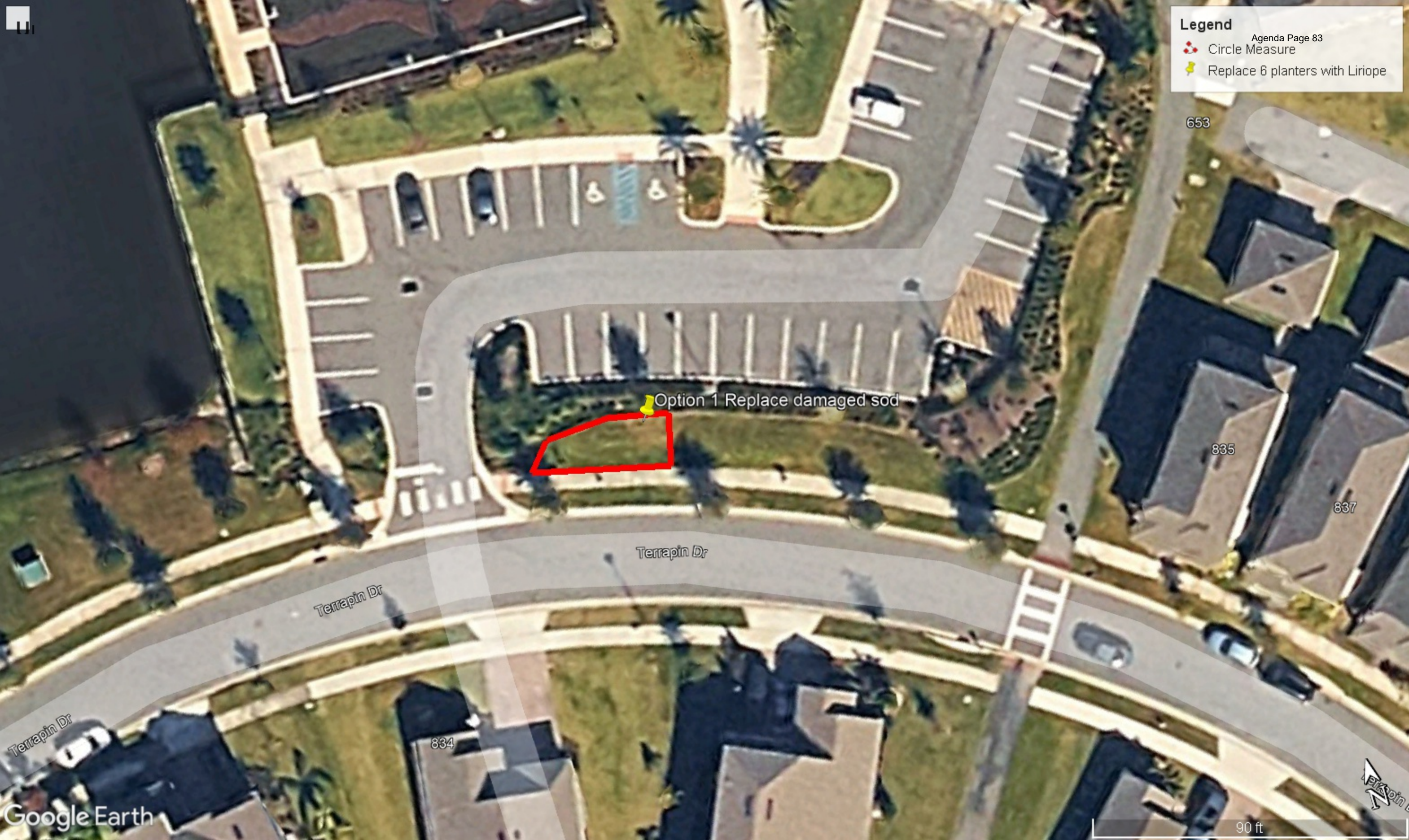
By _____
Date _____
Rivington CDD



Legend

Agenda Page 83

- Circle Measure
- Replace 6 planters with Liriope



Option 1 Replace damaged sod

653

835

837

Terrapin Dr

Terrapin Dr

Terrapin Dr

834

Google Earth

90 ft





Proposal #231331

Date: 5/13/2026

PO #

Omar Lopez

Customer:

Samantha Harvey

Property:

Rivington CDD
313 Campus Street
Celebration, FL 34747

Sod replacement at Clubhouse entrance berm (option 2)

Provide labor and materials to replace entire berm due to damage and mostly weeds.

Default Group \$3,190.00

Items	Quantity	Unit	Price/Unit	Price
Property Improvements				\$3,190.00
St. Augustine Sod	1,600.00	SF	\$1.90	\$3,040.00
Irrigation Tech	2.00	Hr	\$75.00	\$150.00
PROJECT TOTAL:				\$3,190.00

Terms & Conditions

1. Specifications: The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades. The workforce shall always be presentable. All employees shall be competent and qualified, and authorized to work in the U.S.
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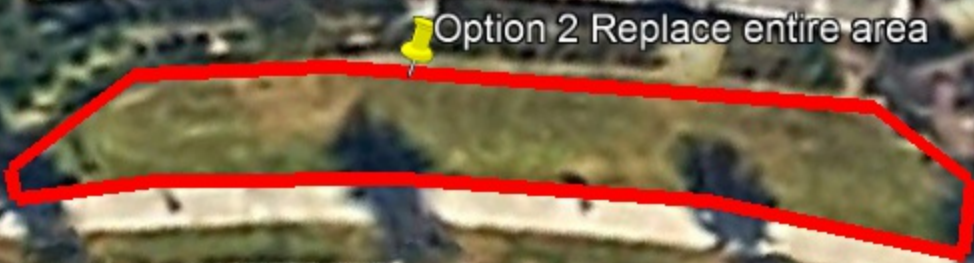
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By _____
Omar Lopez
Date 5/13/2026
United Land Services

By _____
Date _____
Rivington CDD

Legend

- Agenda Page 86
- Circle Measure
- Replace 6 planters with Liriope



Option 2 Replace entire area

653

835

837

Terrapin Dr

Terrapin Dr

Terrapin Dr

834





INFRAMARK[®]

Pool Solutions

RIVINGTON CDD POOL MAINTENANCE PROPOSAL

CLEAR PARTNERSHIPS



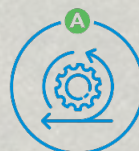
COLLABORATION



LEADERSHIP



EXCELLENCE



ACCOUNTABILITY



RESPECT



2005 Pan Am Circle, Suite 300
Tampa, FL 33607
Office:407-973-4363

WORK AUTHORIZATION AGREEMENT

Date: 4/27/26

IN CONSIDERATION of the mutual covenants and promises contained herein, Inframark, LLC (the “Company”) agrees to perform the following services for *Rivington Community Development District* (the “Client”).

- I. **DESCRIPTION OF SERVICES:** The Company shall perform the janitorial services set forth below for the Client’s Clubhouse and two restrooms, which are hereinafter referred to as the “Services”:

Scope of Services

The Contractor shall provide all labor, chemicals, materials, equipment, supervision, and transportation necessary to service the District’s pool three days per week depending on the time of year or needs, as described below.

Pool Maintenance & Water Quality

- Perform chemical analysis, record keeping, and treatment to ensure compliance with State of Florida and Health Department standards and to maintain proper water chemistry balance.
- Notify the District and close the pool when chemical levels are outside recommended safe ranges.
- Post a “Pool Closed for Maintenance” sign at the pool entry gate when required.
- Return after the prescribed adjustment period to re-test water chemistry and remove closure signage.
- Furnish all chemical products necessary to maintain a safe bathing environment.

Cleaning & Preventive Maintenance

- Skim pool surfaces and remove floating debris as needed.
- Net pool floors to remove debris as needed.
- Vacuum pool as needed.
- Clean tile as needed.
- Brush pool walls, steps, and floors as needed.
- Empty skimmer baskets and clean gutters as needed.
- Clean filters as required to ensure proper filtration.
- Backwash filters and/or hose off filter cartridges within filter housing as needed.

Equipment Monitoring & Compliance

- Inspect pool equipment and report any malfunctions or needed repairs (repairs not included).
- Grease equipment as needed.
- Calibrate equipment as needed.
- Promptly respond to health code violations and coordinate with health inspectors as necessary.

Agreed to: _____ (please initial)



Contractor Responsibilities

- All work shall be performed in a neat, professional manner acceptable to the District and in accordance with industry standards and best management practices.
- Upon discovery of any concealed condition, defect, or information that may affect the work, the Contractor shall provide written notice to the District.
- In the event of holidays, inclement weather, or other conditions beyond the Contractor’s control resulting in a missed service, the Contractor shall notify the District in a timely manner and provide a written plan to either make up the missed service or issue a credit on the next invoice.

Exclusions from Services

The following services are specifically excluded from the Contractor’s scope of work:

1. Employing lifeguards or providing lifeguard-related services.
2. Directly contracting for lifeguard or similar services.
3. Supervising, overseeing, or evaluating lifeguards or pool attendants.
4. Making recommendations regarding lifeguard service provider performance.
5. Performing repairs to the pool or related appurtenances.
6. Developing pool or amenity center rules or policies.
7. Verifying compliance of lifeguards or pool attendants with contracts or local/state guidelines.
8. Handling performance issues or complaints related to lifeguards or pool attendants.
9. Performing inspections or walkthroughs related to lifeguards, pool attendants, or pool facilities.

II. CONTRACT PRICE:

The Client agrees to pay the Company for the Services provided under this Contract as follows:

Item Description	Monthly Rate	Total Cost
Cleaning of the pool (as noted in Section 1)	\$2,200.00	\$26,400.00

Unless stated otherwise above, payments are due in accordance with the standard terms and conditions of this Contract.

If any unforeseen problems should be discovered by the Company during the performance of the Services, the Company shall provide the Client with notice of said problems as soon as reasonably possible and identify the nature of such problem and any additional cost that may be incurred. Unless otherwise specified, haul off of trash is not included in the Contract Price. Any changes requested by the Client are not covered by this Contract, and must be add subsequently, at the cost agreed upon by both parties.

III. ITEMS TO BE PROVIDED BY THE CLIENT

- A. Provide Access to Premises

Agreed to: _____ (please initial)



THE STANDARD TERMS AND CONDITIONS on the pages following this Contract are agreed to be a part of this Contract.

Offered by:

Accepted by:

Inframark, LLC

Rivington Community Development District

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Agreed to: _____ (please initial)



STANDARD TERMS AND CONDITIONS

Definitions. As used herein, the following terms shall have the following meanings:

- "*Applicable Law*" is defined as those laws, rules, regulations, codes, administrative, judicial and settlement orders, directives, guidelines, judgments, rulings, interpretations, permit conditions and restrictions or similar requirements or actions of any federal, state, local government, agency or executive or administrative body of any of the foregoing in each case that pertain to the (a) parties' respective responsibilities under this Contract, (b) the performance of the Services hereunder, and (c) health and welfare of individuals related to the Services and this Contract.
- "*Change of Law*" the occurrence of any of the events listed in (i) through (iv) below, which results or can reasonably be expected to result in a direct increase to the Company's cost of providing the Services:
 - (i) there is passed or promulgated any federal, state, or other local law, statute, ordinance, rule or regulation different from those existing on the date of the Contract; or
 - (ii) there is passed or promulgated any amendment to, or change in, any federal, state, or other local law, statute, ordinance, rule or regulation (including any applicable sales tax regulation) following the date of the Contract; or
 - (iii) there comes into existence an order or judgment of any federal, state, or local court, administrative agency or other governmental body following the date of the Contract containing interpretations of law relating to the provision of the Services by the Company that is inconsistent with generally accepted interpretations in effect on the date of the Contract; or
 - (iv) (a) the imposition of any condition different from those existing on the date of the Contract on the issuance or renewal of any official permit, license or necessary approval related to the provision of the Services by the Company, or (b) there shall be a suspension, termination, interruption, revocation, denial or failure of renewal of any official permit, license or necessary approval related to the provision of the Services by the Company, including without limitation such of the foregoing as are issued or approved by the USEPA, the Occupational Safety and Health Administration or any local Environmental and/or Building Department;
- "*Client*" means the party or parties identified as such in this Contract. In addition, the term "*Client*" specifically includes the party or parties to whom the Company provides Services and the party or parties responsible for paying the Company for Services provided pursuant to this Contract;
- "*Contract*" means these terms and conditions, any additional terms and conditions attached hereto and/or expressly incorporated herein directly or by reference including, without limitation, the Company's proposal to perform the Services to the extent such proposal is referenced or attached herein;
- "*Contract Price*" means the compensation to be paid by the Client to the Company in accordance with the terms of this Contract;
- "*Company*" means Inframark, LLC and its permissible successors and/or assigns. Any reference to actions taken or not taken by the Company shall include those actions taken or not taken on Company's behalf;
- "*Force Majeure*" means any act, event or condition to the extent that it adversely affects the cost or the ability of a party to perform its obligations in accordance with the terms of this Contract if such act, event or condition, in light of any circumstances that should have been known or reasonably believed to have existed at the time, is beyond the reasonable control and is not a result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party so affected. Force Majeure includes but is not limited to: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Contract; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees; (i) shortage of adequate power or transportation facilities.
- "*Services*" means the services to be provided by the Company to the Client as identified in this Contract;

Disclosure of Information and Cooperation of the Parties.

(a) The Client represents and warrants that it will furnish the Company with all items, if any, described in this Contract in a diligent and timely manner; (b) The Client further represents and warrants that it has disclosed, and it will continue to disclose, any and all information it now has, or may have in the future, to the extent that such information is relevant to the Company in performing its duties and obligations hereunder; (c) Each party hereto agrees that it will cooperate in good faith with the other and its agents, employees, representatives, officers, contractors and subcontractors to facilitate the performance of the mutual obligations set forth in this Contract.

Employee Safety. Company shall be responsible for the safety, efficiency and adequacy of its employees and any vehicles and/or machinery, equipment or materials furnished or utilized by the Company during the performance of Services. Company, however, shall not assume any obligation or incur any liability for personal injury or property damage caused by (i) unsafe site

Agreed to: _____ (please initial)



conditions not created by the Company or by any of its agents, employees and subcontractors, (ii) work being performed by other parties not related to the Company, (iii) the negligence or misconduct of the Client, and/or (iv) the negligence or misconduct of any third party not related to the Company.

Permits. Client shall be responsible for obtaining, maintaining and renewing, in Client's name and expense, all state, federal and local permits and licenses required for the Services.

Quality of Work and Materials. The Services to be provided hereunder shall be performed by qualified personnel in accordance with standards generally acceptable in Company's industry. Company shall use the effort, skill, diligence and quality control/quality assurance measures expected of a qualified firm performing services of a similar nature to the Services to be performed by the Company pursuant to this Contract. Materials furnished by the Company, if any, shall be current, of merchantable quality and in compliance with any technical standards or specifications incorporated into this Contract. When certain materials are specified by a reference standard, Company may select any suitable commercially acceptable material meeting the standard. The Company makes no representations or warranties as to the merchantable quality and in compliance with any technical standards or specifications of materials provided by third parties. COMPANY SHALL NOT BE RESPONSIBLE TO THE CLIENT FOR ANY GUARANTEES OR WARRANTIES OFFERED BY OTHERS IN CONNECTION WITH ANY EQUIPMENT, MATERIALS, AND SUPPLIES PROVIDED FOR THE SERVICES HEREUNDER. COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES REGARDING ANY EQUIPMENT, MATERIALS, AND SUPPLIES, IF ANY, OR ANY WARRANTIES THAT MIGHT ARISE FROM COURSE OF DEALING OR USAGE OF TRADE.

Ownership of Documents and Inventions. (a) All tracing, specifications, computations, notes and other original documents as instruments of service shall, following the full payment of the Contract Price, become the property of the Client, provided however that the Company shall be entitled to keep copies of same; (b) All inventions, discoveries and copyright in work of authorship, including those in formative stages, made by the Company (either alone or jointly with the Client) shall from the time of conception or, in the case of works of authorship, from the time of creation be the property of Company.

Approval of Work. Services performed by Company shall be deemed approved and accepted by Client within a reasonable period (but in no event longer than thirty (30) days) after the

Client has had the opportunity to review and/or inspect such services unless Client objects within such period by written notice specifically stating the details in which Client believes such services are incomplete or defective. Under all circumstances, final payment of the Contract Price shall be deemed as conclusive evidence that the Client has accepted all Services provided.

Compliance with Law. All parties shall comply with all Applicable Law in performing their respective obligations hereunder.

Contract Schedule. The date of completion provided in this Contract, if any, is approximate and is based upon prompt receipt by Company of all necessary information and data required to be supplied by the Client, and is subject to weather, groundwater conditions and unforeseen site conditions. Company will use all reasonable efforts to meet the stipulated completion date and completion of the Services within a reasonable time shall constitute the Company's full compliance with this Contract.

Default and Termination. Default and Termination. Either party may terminate this Contract by immediate written notice if the other has failed to comply with a material term, provided that the non-defaulting party has first given the defaulting party written notice to cure their default within forty-five (45) days ("Cure Period") and the defaulting party has not done so. If a default cannot be cured within the Cure Period days, the parties may agree an extension as long as the defaulting party provides evidence within the Cure Period that it has commenced a cure and is pursuing it diligently. In the event of any termination, Company shall be paid for all services rendered and materials supplied (including materials specifically manufactured/made for the Client that have yet to be supplied), if any, through the date of termination. For purposes of this section, the failure of the Client to pay Company in accordance with the payment terms of this Contract shall be considered such a substantial failure. In the event of a substantial failure on the part of the Client, Company, in addition to the right to terminate set forth in this paragraph, may also elect to suspend work until the default in question has been cured. No delay or omission on the part of either party in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy on any future occasion. The effectiveness of a termination by Client will be conditioned upon receipt by Company of such payment for all services rendered and materials supplied (including materials specifically manufactured/made for the Client that have yet to be supplied), if any, through the date of termination. If Client incurs costs for damages due to a default of the Company that results in termination of this Contract, Client may deduct such costs or damages from the final payment due to Company. Such

Agreed to: _____ (please initial)



deduction will not exceed the final payment owed to Company and will constitute a full and final settlement between Client and Company for any and all claims against Company by Client and a release by Client of any and all further claims against Company.

Additional Work. (a) All additional labor, materials, tools, bonds, insurance, equipment, licenses, taxes, transportation, surveys, engineering, other professional services and any additional item provided by or on behalf of the Company because of Force Majeure or a Change of Law shall constitute additional work extending beyond the scope of the Services to be provided by Company hereunder. Company shall be compensated for all such additional work commensurate with the appropriate unit prices and/or hourly rates indicated in this contract and if no such prices or rates are provided, Company shall be compensated for the fair and equitable value of such additional work in an amount reasonably agreeable to the parties; (b) The parties may add, delete, modify, alter, or accelerate the Services to be performed hereunder, including without limitation, order changes to the Services, or require the Company to perform additional services but only through a duly executed change or field order. All change and field orders shall be in writing and require the signature and acceptance by Company prior to becoming effective. Unless agreed to otherwise by the Company, all such change and field orders shall reflect the parties' agreement regarding price and proposed completion date.

Payment Terms. For any estimate over \$2,000.00, Client shall pay the Company 50% of the estimated project price upon execution of this Contract and the remainder shall be due upon completion of the services. Unless specifically stated otherwise, all payments are due thirty (30) days from the date of invoice. Any payment delayed beyond the specified due date shall be subject to one and one-half percent (1.5%) per month interest on the unpaid balance.

Taxes. Client shall pay all property, franchise, sales, use and other taxes associated with the Services other than taxes imposed on Company's net income or Company's payroll taxes. The prices hereunder do not include sales, use, excise, ad valorem, property or other taxes, other than taxes based on income, now or hereafter imposed directly or indirectly, by any governmental authority or agency with respect to this Contract and the Services provided and materials furnished hereunder. Client shall pay directly or reimburse Company for any such taxes that Company may be required to pay, including without limitation, sales and/or use taxes that Company may be required to pay, under Applicable Law, in connection with Company's purchase or use, in performing the Services hereunder, of equipment, supplies, material and/or subcontracted services.

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

Company's Liability. The Company's maximum liability for all claims under this Contract shall not exceed an amount equal to the Contract Price for the year in which the claim arises. Notwithstanding any provision to the contrary contained in this Contract, in no event shall either party be liable, either directly or indirectly, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if such party has been advised of the possibility of such damages.

Client Instructions. Under no circumstances shall Company be responsible for any damages, losses, settlement, payment deficiencies, liabilities, costs and expenses arising directly or indirectly because of the execution or implementation of instruction or directions provided by the Client or any of its directors, officers, employees, agents, or representatives.

Client Information and Records. If any information, opinions, recommendations, advice, or other work product or any data, information, procedures, charts, spreadsheets, logs, instruments, documents, plans, designs, specifications, operating manuals and specifications, information, regulatory filings, permits, authorizations, licenses, maintenance records, or other records are provided by the Client or any third party acting on behalf of the Client are provide to and used or relied on by Operator, the Client will be liable for any damages resulting directly or indirectly from such use and reliance.

Risk of Loss. Any losses or other liabilities resulting from theft, damage or unauthorized use of Client's property, by any party other than Company, shall be borne by the Client.

Force Majeure. Any event of Force Majeure that directly or indirectly causes a party to be unable to perform its obligations under this Contract shall not be deemed a breach of this Contract. The occurrence of such event shall suspend the obligations of the affected party for only so long as the impact of

Agreed to: _____ (please initial)



such event continues. The obligation to pay amounts due and owing shall not be suspended by such event. The party affected will use commercially reasonable efforts to mitigate the effect of the event.

Insurance. Company shall procure and maintain through the period of this Contract, at Company's own cost and expense (a) general liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; and (b) worker's compensation insurance in accordance with all statutory requirements.

Governing Law. This Contract and performance under it shall be governed by and construed in accordance with the laws of the state in which the services are performed.

Dispute Resolution. In the event of any disputes, the parties shall first attempt to resolve the situation by good faith discussions in a timely manner. If the dispute cannot be resolved within forty-five (45) days, the parties shall mediate their dispute before a mediator acceptable to both parties, if they cannot agree, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation but the parties shall share equally the costs of the mediator and the mediation facilities. If the parties are unable to resolve any disputes through good faith discussions or mediation, either party may request that such dispute be submitted for binding arbitration, which shall be governed by the rules of the American Arbitration Association or such other rules as the parties may agree. The parties agree that any judgment issued as a result of arbitration may be entered in the court having jurisdiction thereof. The parties agree that arbitration shall be the exclusive means to settle any dispute, controversy or claim arising out of this Contract.

Notices. Wherever under this Contract one party is required or permitted to give notice to the other party, such notice shall be in writing and shall be delivered personally, sent by facsimile transmission, sent by nationally recognized express courier or sent by certified, registered, first class mail, postage prepaid, but not by electronic mail. Notices required to be given to the parties by each other will be addressed to:

Company: Inframark, LLC
 2002 West Grand Parkway North, Suite 100
 Katy, Texas 77449
 Attn: Chris Tarase

With copy to
 Inframark, LLC
 2002 West Grand Parkway North, Suite 100

Katy, Texas 77449
 Attn: Legal Department

Client:
 Rivington Community Development District
 2005 Pan Am Circle, Suite 300, Tampa, FL 33607
 Attn: Board Chairman

Any such notice shall be deemed given when actually received when delivered either personally, by facsimile transmission or by express courier, or if mailed, on the fifth day after its mailing, postage prepaid to the recipient party.

Successors and Assigns. This Contract shall not be assigned by either party without the prior written consent of the other party unless such assignment shall be to a parent, subsidiary, affiliate, or successor of either Party or to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. When written consent of a party is required, such consent shall not be unreasonably withheld.

Non-Solicitation. Neither party may actively solicit, for hire, the employees of the other party during the term of this Contract or for one (1) year after termination of this Contract.

Severability. Each and every provision of law and government regulation required by law to be inserted in this Contract shall be deemed to be inserted and this Contract shall read and shall be enforced as though so included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party, this Contract shall be deemed to be amended to make such insertion or correction. If this Contract contains any unlawful provision, the same shall be deemed of no effect and shall, upon the application of either party, be deemed stricken from this Contract without affecting the binding force of the remainder.

No Third-Party Beneficiaries. This Contract is entered into solely between and may be enforced only by the Company and Client; and this Contract shall not be deemed to create any rights in third parties, including clients, suppliers, or customers of a party, or to create any obligations of a party to any such third parties.

Construction of Agreement. Whenever the context requires, the gender of all words used in this Contract includes the masculine, feminine, and neuter. All references to Articles and Sections refer to articles and sections of this Contract, and all references to Exhibits are to Exhibits attached to this all purposes. Captions, headings, cover pages, tables of contents and footnote instructions contained in this Contract are inserted only to facilitate reference and for convenience and in no way define, limit or describe the scope, intent or meaning of any

Agreed to: _____ (please initial)



provisions of this Contract. Words and abbreviations that have well known technical or trade meanings are used in this Contract in accordance with such recognized meanings.

Entire Agreement. The terms and conditions set out herein are the entire terms and conditions of this Contract and any prior or contemporaneous understandings or agreements, oral or written, are merged herein. There are no representations or warranties, agreements, or covenants other than those expressly set forth in this Contract. This Contract may be amended or modified and/or any right or obligation arising under this Contract may be waived from time to time only by a written instrument executed by the Client and the Company. The failure of the Company at any time to enforce any of the provisions of this Contract shall not constitute a waiver of such provision.

Agreed to: _____ (please initial)



Lisa Lewis
Supervisor of Elections
Volusia County, Florida

April 15, 2026

Samantha Harvey
Inframark Community Management
313 Campus Street
Orlando, Florida 34747

Re: Rivington Community Development District

Dear Ms. Harvey:

Please accept this letter regarding the number of registered voters within the boundaries of Rivington Community Development District in accordance with Chapter 190.006(3)(a)(2d). There are **1,045** registered voters in this district as of April 15, 2026.

I kindly ask you which seats would potentially be on the ballot this year, 2026?

Please feel free to contact my office should you have questions.

Regards,

Lisa Lewis
Supervisor of Elections

1588 N Woodland Blvd., DeLand, FL 32720-7915
(386) 736-5930 • FAX (386) 822-5715

VolusiaElections.gov

Para información en español, llame al 386-736-5930.

*If your signature has changed, please update your signature by completing a new Florida voter registration application.
It is important to keep your signature updated, so that ballots and/or petition signatures can be counted.*