

**RIVINGTON  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA PACKAGE**

**Wednesday, March 27, 2024**

**Remote Participation:**

Call in (audio only) (646) 838-1601, 562622539#



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

# Agenda

# Rivington Community Development District

## Board of Supervisors

Jeffrey Reader, Chairman  
 Debra Ushkowitz, Vice Chairman  
 Steven Costa, Assistant Secretary  
 Marlene DeMarco, Assistant Secretary  
 Kimberly Locher, Assistant Secretary

## Staff

Angel Montagna, District Manager  
 Mark Watts, District Counsel  
 Brent Lenzen, District Engineer

## Meeting Agenda

Wednesday, March 27, 2024 – 11:30 a.m.

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1. **Call to Order and Roll Call**
2. **Public Comment Period**
3. **Business Items**
  - A. Resolution 2024-01, Designating Officers
  - B. Ratification of Engagement Letter with Berger Toombs for Fiscal Year 2023 Audit
  - C. Ratification of Street Light Agreements with Florida Power & Light (*Phases 3, 4A, 4B east, and 4B west*)
4. **District Manager's Report**
  - A. Minutes from June 8, 2023, and August 23, 2023, Meetings
  - B. Financial Statements (*February 2024*)
  - C. Check Register and Invoice Summary (*September 2023, February 2024*)
  - D. Ratification of Funding Requests #55CP - #60CP
  - E. Purchase Orders, Change Orders, and Requisitions
  - F. Ratification of Change Order #6 with Eden Site Development
5. **Staff Reports**
  - A. Field Manager
    - i. Field Inspection Report
    - ii. Ratification of Proposal #34150 from Cepra for Indian Hawthorne
    - iii. Ratification of Proposal #34151 from Cepra for Fall Annuals
    - iv. Ratification of Proposal #36160 from Cepra for Winter Annuals
    - v. Ratification of Proposal #37966 from Cepra for Spring Annuals
    - vi. Consideration of Proposal #37233 for Arboricola in Bare Shrub Beds
    - vii. Consideration of Proposal #38610 for Grass in Empty Shrub Beds
  - B. Attorney
  - C. Engineer
  - D. Developer
    - i. City of DeBary Acceptance of Phases 1A and 1B Improvements
6. **Supervisors' Requests**
7. **Adjournment**

*The next meeting is scheduled for May 29, 2024, at 11:30 a.m.*

### District Office:

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

[www.rivingtoncdd.org](http://www.rivingtoncdd.org)

### Meeting Location:

Rivington Recreation Center  
 In Person: 833 Terrapin Drive, DeBary, Florida 32713  
 Or Call In: 646-838-1601, 562622539#

# **Section 3**

## **Business Items**

# **Subsection 3A**

# **Resolution 2024-01**

**RESOLUTION 2024-01**

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

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

**WHEREAS**, pursuant to Chapter 190, *Florida Statutes*, the Board of Supervisors (“**Board**”), shall organize by electing one of its members as Chair and by electing a Secretary and Treasurer, and such other officers as the Board may deem necessary.

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

**1. District Officers.** The District officers are as follows:

- \_\_\_\_\_ is appointed Chairman.
- \_\_\_\_\_ is appointed Vice Chairman.
- \_\_\_\_\_ is appointed Assistant Secretary.
- \_\_\_\_\_ is appointed Assistant Secretary.
- \_\_\_\_\_ is appointed Assistant Secretary.
- Angel Montagna \_\_\_\_\_ is appointed Assistant Secretary.
- Jennifer Goldyn \_\_\_\_\_ is appointed Secretary.
- Stephen Bloom \_\_\_\_\_ is appointed Treasurer.
- \_\_\_\_\_ is appointed Assistant Treasurer.

**2. Conflicts.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**3. Effective Date.** This Resolution shall become effective immediately upon its adoption.

Considered and approved this 27<sup>th</sup> day of March, 2024.

Attest:

**Rivington Community Development District**

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

\_\_\_\_\_  
Chairman/Vice Chairman

# **Subsection 3B**

# **Engagement Letter**



# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

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

November 28, 2023

Rivington Community Development District  
Inframark Infrastructure Management Services  
210 N University Drive, Suite 703  
Coral Springs, FL 33071

## **The Objective and Scope of the Audit of the Financial Statements**

You have requested that Berger, Toombs, Elam, Gaines and Frank (“we”) audit the financial statements of Rivington Community Development District, (the “District”), which comprise governmental activities and each major fund as of and for the year ended September 30, 2023, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2023, and thereafter if mutually agreed upon by Rivington Community Development District and Berger, Toombs, Elam, Gaines and Frank.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

## **The Responsibilities of the Auditor**

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

Fort Pierce / Stuart





Rivington Community Development District  
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- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants and Generally Accepted Governmental Auditing Standards.



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

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

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

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

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
  - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;



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- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

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

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

### **Reporting**

We will issue a written report upon completion of our audit of Rivington Community Development District's financial statements. Our report will be addressed to the Board of Rivington Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

### **Records and Assistance**

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

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with an Inframark Accountant. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

### **Other Relevant Information**

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

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.



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### **Fees, Costs and Access to Workpapers**

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2023 will not exceed \$3,300, unless the scope of the engagement is changed, the assistance which of Rivington Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

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

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.



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### **Information Security – Miscellaneous Terms**

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

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

Because Berger, Toombs, Elam, Gaines & Frank will rely on of Rivington Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, of Rivington Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Rivington Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and of Rivington Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.



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Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

BERGER, TOOMBS, ELAM, GAINES & FRANK  
J. W. Gaines, CPA

Confirmed on behalf of the addressee:

November 28, 2023

6815 Dairy Road  
Zephyrhills, FL 33542

813.788.2155  
[BodinePerry.com](http://BodinePerry.com)

### Report on the Firm's System of Quality Control

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

November 30, 2022

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

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

#### Firm's Responsibility

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

#### Peer Reviewer's Responsibility

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

#### Required Selections and Considerations

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

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

#### Opinion

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

*Bodine Perry*

Bodine Perry

(BERGER\_REPORT22)

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,  
ELAM, GAINES AND FRANK AND RIVINGTON COMMUNITY  
DEVELOPMENT DISTRICT  
(DATED NOVEMBER 28, 2023)**

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

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

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



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

**INFRAMARK  
INFRASTRUCTURE MANAGEMENT SERVICES  
210 NORTH UNIVERSITY DRIVE, SUITE 702  
CORAL SPRINGS, FL 33071  
TELEPHONE: 954-603-0033  
EMAIL: \_\_\_\_\_**

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

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

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

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

**Auditor: J.W. Gaines**

**District: Rivington CDD**

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



**By: Amotagua**

**Title: Director**

**Title: Manager, Secretary**

**Date: November 28, 2023**

**Date: November 28, 2023**

# **Subsection 3C**

# **Street Light Agreements**



Pole Description	# Installed	# Removed
20 Standard Black Fiberglass Pole	55	

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): \_\_\_\_\_

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

**FPL AGREES:**

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

**THE CUSTOMER AGREES:**

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$213.64. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$00.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
  - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
  - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
  - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

**IT IS MUTUALLY AGREED THAT:**

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

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

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

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

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

Charges and Terms Accepted:

RIVINGTON COMMUNITY DEVELOPMENT DISTRICT  
Customer (Print or type name of Organization)

By:   
Signature (Authorized Representative)

Jeffrey Reader  
(Print or type name)

Title: Chairman

FLORIDA POWER & LIGHT COMPANY

By:   
(Signature)

Chris Venoy  
(Print or type name)

Title: FPL LT-1 Representative





Pole Description	# Installed	# Removed
20 Standard Black Fiberglass Pole	36	

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): \_\_\_\_\_

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

**FPL AGREES:**

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

**THE CUSTOMER AGREES:**

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$201.81. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$00.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
  - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
  - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
  - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

**IT IS MUTUALLY AGREED THAT:**

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

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

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

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

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

Charges and Terms Accepted:

RIVINGTON COMMUNITY DEVELOPMENT DISTRICT

Customer (Print or type name of Organization)


By:   
Signature (Authorized Representative)

Jeffrey Reader

(Print or type name)

Title: Chairman

FLORIDA POWER & LIGHT COMPANY

By:   
(Signature)

Chris Venoy

(Print or type name)

Title: FPL LT-1 Representative



Pole Description	# Installed	# Removed
20 Standard Black Fiberglass Pole	7	

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully): \_\_\_\_\_

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

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

**THE CUSTOMER AGREES:**

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$54.36. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$00.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
  - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
  - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
  - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

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  - a. the addition of lighting facilities;
  - b. the removal of lighting facilities; and
  - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

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

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.  
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- 15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
- 16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
- 17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
- 18. This Agreement supersedes all previous Agreements or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
- 19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
- 20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
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**IN WITNESS WHEREOF**, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

RIVINGTON COMMUNITY DEVELOPMENT DISTRICT  
Customer (Print or type name of Organization)

By:   
Signature (Authorized Representative)

Jeffrey Reader  
(Print or type name)

Title: Chairman

**FLORIDA POWER & LIGHT COMPANY**

By:   
(Signature)

Chris Venoy  
(Print or type name)

Title: FPL LT-1 Representative





Pole Description	# Installed	# Removed
20 Standard Black Fiberglass Pole	5	

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
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**THE CUSTOMER AGREES:**

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$31.15. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$00.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
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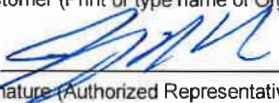
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- 17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
- 18. This Agreement supersedes all previous Agreements or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
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IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

RIVINGTON COMMUNITY DEVELOPMENT DISTRICT  
Customer (Print or type name of Organization)

By:   
Signature (Authorized Representative)

Jeffrey Reader  
(Print or type name)

Title: Chairman

FLORIDA POWER & LIGHT COMPANY

By:   
(Signature)

Chris Venoy  
(Print or type name)

Title: FPL LT-1 Representative

# **Section 4**

# **District Manager**

# **Subsection 4A**

## **Minutes**

**MINUTES OF MEETING  
RIVINGTON COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Rivington Community Development District was held Thursday, June 8, 2023, at 11:30 a.m. at the Rivington recreation center, 833 Terrapin Drive, DeBary, Florida 32713.

Present and constituting a quorum were:

Jeffrey Reader	Chairman
Debra Ushkowitz	Vice Chairman
Steven Costa	Assistant Secretary
Marlene DeMarco	Assistant Secretary

Also participating were:

Angel Montagna	District Manager: Inframark
Dean Barberree	Developer: Reader Communities
Brett Perez	Field Manager, Inframark

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

Ms. Montagna called the meeting to order at 11:35 a.m.

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

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There being no public present, the next order of business followed.

**THIRD ORDER OF BUSINESS**

**Acceptance of the Minutes of the March 29, 2023, Meeting Minutes**

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

On MOTION by Mr. Reader, seconded by Ms. DeMarco, with all in favor, unanimous approval was given to accept the minutes of the March 29, 2023, meeting, as presented.

**FOURTH ORDER OF BUSINESS**

**District Manager’s Report**

**A. Financial Statements**

The financial statements are contained in the agenda package and available for public review in the local records office or the District Office during normal business hours.

**B. Check Register and Invoice Summary**

The check register and invoice summary are contained in the agenda package and available for public review in the local records office or the District Office during normal business hours.

On MOTION by Mr. Reader, seconded by Ms. Ushkowitz, with all in favor, unanimous approval was given to accept the financial statements, and approve the check register and invoice summary.

**C. Ratification of Funding Request #50CP and #51CP**

The funding requests are contained in the agenda package and available for public review in the local records office or the District Office during normal business hours.

On MOTION by Mr. Reader, seconded by Ms. DeMarco, with all in favor, unanimous approval was given to ratify funding requests #50CP and #51CP.

**D. Purchase Orders, Change Orders, and Requisitions**

The list of purchase orders, change orders, and requisitions is contained in the agenda package and available for public review in the local records office or the District Office during normal business hours.

**E. Ratification of Change Order #24-#32**

The list of change orders is contained in the agenda package and available for public review in the local records office or the District Office during normal business hours.

On MOTION by Mr. Reader, seconded by Ms. Ushkowitz, with all in favor, unanimous approval was given to accept the purchase orders, change orders, and requisitions; and to ratify change orders #24-#32.

**F. Number of Registered Voters – 329**

Ms. Montagna entered the number of registered voters into the record.

**FIFTH ORDER OF BUSINESS**

**Presentation of Fiscal Year 2024 Proposed Budget**

**A. Fiscal Year 2024 Proposed Budget**

Discussion ensued regarding the proposed budget as provided, which anticipates no increase in assessments, suggested 2% increase in assessments for fiscal year 2024 with potentially higher increases in future years.

The Board approved a 2% increase in non-ad valorem assessments.

**B. Resolution 2023-04, Approving the Budget and Setting a Public Hearing Thereon**

Ms. Montagna read Resolution 2023-04 into the record by title.

On MOTION by Mr. Reader, seconded by Ms. DeMarco, with all in favor, unanimous approval was given to Resolution 2023-04, approving the fiscal year 2024 budget and setting a hearing for August 23, 2023, at 11:30 a.m. at the Rivington recreation center.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. Field Manager**

**i. Field Report**

Discussion ensued regarding Cepra doing a solid job on the property, bollard light damaged by the builder which will be repaired, very few residential complaints, some pool staining that may have happened in the beginning when chemicals were first added, pool cleaning done three times per week, playground access is open, non-residents gaining access without access cards, card readers and gates not requiring cards, repairs needed to gates, warranty, potential solution to install six-foot fencing to hinder non-resident access, staff will solicit proposals to add card access on the main playground gate and fencing, need for mulch prior to holidays which is billed per application, and spot mulch in the meantime.

**ii. Proposal #31559 from Cepra Landscape for Plant Material Replacement**

Discussion ensued regarding proposal #31559 for plant material replacements right outside the gate for bird of paradise that failed or is missing, as well as hog damage to some bahia.

On MOTION by Mr. Reader, seconded by Ms. DeMarco, with all in favor, unanimous approval was given to proposal #31559 from Cepra Landscape for plant material replacements, in the amount of \$454.01.

**iii. Proposal #31964 from Cepra Landscape to Remove Ligustrums and Replace with Fox Tail Palms in the Pool Deck Planters**

Discussion ensued regarding the price for replacement of the ligustrums seems pricey at \$5,000, ligustrums are dropping their leaves, spots on leaves, shock damage from Hurricane Ian, mustard algae on the leaves, question why ligustrums were planted next to the pool, suggestion to plant a taller palm tree for shade as opposed to deciduous leaves, request for an updated proposal for sabal or other palm if less expensive than fox tail which will also offer more shade.



Rivington CDD  
June 8, 2023, meeting

On MOTION by Mr. Reader, seconded by Ms. Ushkowitz, with all in favor, unanimous approval was given to proposal #31964 from Cepra Landscape to remove ligustrums and replace with fox tail palms in the pool deck planters, in the amount of \$5,562.

**iv. Proposal #32127 from Cepra Landscape to Straighten a Live Oak**

Discussion ensued regarding proposal #32127 to straighten a live oak on the east side of the recreation center.

On MOTION by Ms. Ushkowitz, seconded by Mr. Reader, with all in favor, unanimous approval was given to proposal #32127 from Cepra Landscape to straighten a live oak on the east side of the recreation center, in the amount of \$187.78.

**v. Proposal #32128 from Cepra Landscape for African Iris in Turtle Park**

Discussion ensued regarding the proposal for African iris in Turtle Park.

This proposal was not approved.

**vi. Proposal #WOR05122023 from Inframark to Pressure Wash the Wall**

Discussion ensued regarding the proposal to pressure wash the wall.

On MOTION by Mr. Reader, seconded by Ms. DeMarco, with all in favor, unanimous approval was given to proposal #WOR05122023 from Inframark to pressure wash the wall, in the amount of \$2,880.

**vii. Proposal #385004 from Landscape Forms for Umbrellas**

Discussion ensued regarding the price for umbrellas, probable reasons for breakage due to wind or vandalism, purchase from Landscape Forms which is the original vendor, recommendation to purchase less expensive umbrellas perhaps from Wayfair or Overstock, and commercial grade.

This proposal was not approved.

**B. Attorney**

There being no report, the next item followed.

**C. Engineer**

There being no report, the next item followed.

**D. Developer**

There being no report, the next order of business followed.

Rivington CDD  
June 8, 2023, meeting

**SEVENTH ORDER OF BUSINESS                      Other Business**

There being none, the next order of business followed.

**EIGHTH ORDER OF BUSINESS                      Supervisor Requests**

There being none, the next order of business followed.

**NINTH ORDER OF BUSINESS                      Adjournment**

On MOTION by Mr. Reader, seconded by Ms. DeMarco,  
with all in favor, the meeting adjourned at 11:55 a.m.

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

\_\_\_\_\_  
Chairman/Vice Chairman

**MINUTES OF MEETING  
RIVINGTON COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Rivington Community Development District was held Wednesday, August 23, 2023, at 11:30 a.m. at the Rivington recreation center, 833 Terrapin Drive, DeBary, Florida 32713.

Present and constituting a quorum were:

Jeffrey Reader	Chairman
Debra Ushkowitz	Vice Chairman
Marlene DeMarco	Assistant Secretary

Also participating were:

Brenda Burgess ( <i>by phone</i> )	Assistant District Manager: Inframark
Dean Barberree	Developer: Reader Communities
Leo Lluberes	Field Director: Inframark
Gabe Mena	District Manager: Inframark

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

Ms. Burgess called the meeting to order at 11:30 a.m.  
Ms. Burgess called the roll and stated a quorum was present for the meeting.

**SECOND ORDER OF BUSINESS                      Public Comment Period**

There being none, the next order of business followed.

**THIRD ORDER OF BUSINESS                      District Manager’s Report**

**A. Financial Statements**  
The financial statements are contained in the agenda package and available for public review in the local records office or the District Office during normal business hours.

**B. Check Register and Invoice Summary**  
The check register and invoice summary are contained in the agenda package and available for public review in the local records office or the District Office during normal business hours.

**C. Ratification of Funding Request #52CP, #53CP, and #54CP**  
The funding requests are contained in the agenda package and available for public review in the local records office or the District Office during normal business hours.

On MOTION by Ms. Ushkowitz, seconded by Mr. Reader, with all in favor, unanimous approval was given to approve the check register and invoice summary, and to ratify funding requests #52CP, #53CP, and #54CP.

Rivington CDD  
 August 23, 2023, meeting

**D. Purchase Orders, Change Orders, and Requisitions**

The list of purchase orders, change orders, and requisitions is contained in the agenda package and available for public review in the local records office or the District Office during normal business hours.

**E. Meeting Schedule for Fiscal Year 2024**

The meeting schedule for fiscal year 2024 is contained in the agenda package and available for public review in the local records office or the District Office during normal business hours.

On MOTION by Ms. Ushkowitz, seconded by Mr. Reader, with all in favor, unanimous approval was given to the meeting schedule for fiscal year 2024, as presented.

**F. Ratification of Fiscal Year 2022 Audited Financial Statements**

Ms. Burgess reviewed the audited financial statements for fiscal year 2022. It was a clean audit opinion with no issues of non-compliance. Staff filed the audit since it was past the deadline.

On MOTION by Mr. Reader, seconded by Ms. DeMarco, with all in favor, unanimous approval was given to accept the audited financial statements for fiscal year 2022 and to ratify staff's actions in filing with the appropriate governmental agencies.

**FOURTH ORDER OF BUSINESS**

**Public Hearing to Adopt the Fiscal Year 2024 Budget**

**A. Fiscal Year 2024 Budget**

Discussion ensued regarding the proposed budget, reflecting a 2% increase in assessments as approved by the Board at the June meeting, with no other changes.

On MOTION by Mr. Reader, seconded by Ms. Ushkowitz, with all in favor, unanimous approval was given to open the public hearing for adoption of the fiscal year 2024 budget.

**B. Public Comment**

The record will reflect members of the public were present but had no comments.

Discussion ensued regarding Supervisors will at some point transition from developer to residents and registered voters, including timeframe, conditions that have to be met, duration of terms, and process as handled through the County supervisor of elections.

Rivington CDD  
August 23, 2023, meeting

On MOTION by Mr. Reader, seconded by Ms. Demarco, with all in favor, unanimous approval was given to close the public hearing for adoption of the fiscal year 2024 budget.

**C. Resolution 2023-05, Adopting the Budget for Fiscal Year 2024**  
Ms. Burgess read Resolution 2023-05 into the record by title.

On MOTION by Mr. Reader, seconded by Ms. Ushkowitz, with all in favor, unanimous approval was given to Resolution 2023-05, adopting the budget for fiscal year 2024.

**D. Resolution 2023-06, Levying the Assessments for Fiscal Year 2024**  
Ms. Burgess read Resolution 2023-06 into the record by title.

On MOTION by Mr. Reader, seconded by Ms. DeMarco, with all in favor, unanimous approval was given to Resolution 2023-06, levying the assessments for fiscal year 2024.

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

**A. Field Manager**

**i. Field Report**

The field report is contained in the agenda package and available for public review in the local records office or the District Office during normal business hours.

Discussion ensued regarding items on the field report that will be addressed, timeline for tree removal, back of Rivington sign needs to be pressure washed or cleaned, and items that have been scheduled.

**B. Attorney**

There being no report, the next item followed.

**C. Engineer**

There being no report, the next item followed.

**D. Developer**

Mr. Barberree provided an update that Phase 2B amenities are nearing completion, Cepra will amend the agreement to include these areas as streetscape and hardscape are complete, Phase 4 is getting closer to completion, and Phase 3 will be complete late 2024.

**SIXTH ORDER OF BUSINESS**

**Other Business, Audience Comments**

Ms. Holly Sander asked questions regarding maintenance of sidewalks, weeds, and stains, and who is responsible for damage. Discussion ensued regarding homeowner

Rivington CDD  
August 23, 2023, meeting

typically responsible for the right-of-way, sidewalks are owned by the City of DeBary (“City”), any damages should be reported to the City, and the developer has a twelve-month maintenance period for repairs from construction.

A Resident commented the field behind their house is partially mowed, and some areas need to be mowed and maintained. Discussion ensued regarding this area is where the power lines come in, and Mr. Barberree will investigate.

**SEVENTH ORDER OF BUSINESS                      Supervisor Requests**

There being none, the next order of business followed.

**EIGHTH ORDER OF BUSINESS                      Adjournment**

On MOTION by Mr. Reader, seconded by Ms. DeMarco, with all in favor, the meeting adjourned at 12:01 p.m.

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

\_\_\_\_\_  
Chairman/Vice Chairman

# **Subsection 4B**

# **Financial Statements**

**RIVINGTON**  
**Community Development District**

**Financial Report**

**February 29, 2024**

**Prepared by**





**Rivington**

Community Development District

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**RIVINGTON**  
**Community Development District**

**Financial Statements**

**(Unaudited)**

**February 29, 2024**

**RIVINGTON**

Community Development District

**Governmental Funds**

**Balance Sheet**  
February 29, 2024

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2020 - DEBT SERVICE FUND	SERIES 2022 - DEBT SERVICE FUND	SERIES 2022 - CAPITAL PROJECTS FUND	GENERAL LONG-TERM DEBT FUND	TOTAL
<b>ASSETS</b>						
Cash - Checking Account	\$ 547,765	\$ -	\$ -	\$ -	\$ -	\$ 547,765
Cash with Fiscal Agent	-	-	19,705	-	-	19,705
Due From Developer	-	-	-	952,944	-	952,944
Due From Other Funds	-	6,162	170,701	119,692	-	296,555
Investments:						
Construction Fund	-	-	-	9,434	-	9,434
Prepayment Account	-	12,442	-	-	-	12,442
Reserve Fund	-	205,033	321,470	-	-	526,503
Revenue Fund	-	341,990	109,114	-	-	451,104
Deposits	5,486	-	-	-	-	5,486
Amount Avail In Debt Services	-	-	-	-	906,844	906,844
Amount To Be Provided	-	-	-	-	16,394,267	16,394,267
<b>TOTAL ASSETS</b>	<b>\$ 553,251</b>	<b>\$ 565,627</b>	<b>\$ 620,990</b>	<b>\$ 1,082,070</b>	<b>\$ 17,301,111</b>	<b>\$ 20,123,049</b>
<b>LIABILITIES</b>						
Accounts Payable	\$ 13,112	\$ -	\$ -	\$ 121,938	\$ -	\$ 135,050
Accrued Expenses	-	-	-	950,698	-	950,698
Accrued Interest Payable	-	-	-	-	270,173	270,173
Revenue Bonds Payable-Current	-	-	-	-	350,000	350,000
Bonds Payable	-	-	-	-	16,765,000	16,765,000
Due To Other Funds	296,555	-	-	-	-	296,555
Bond Prem/Discount	-	-	-	-	(88,862)	(88,862)
Acc Amort - Bond Prem/Disc	-	-	-	-	4,800	4,800
<b>TOTAL LIABILITIES</b>	<b>309,667</b>	<b>-</b>	<b>-</b>	<b>1,072,636</b>	<b>17,301,111</b>	<b>18,683,414</b>
<b>FUND BALANCES</b>						
<b>Nonspendable:</b>						
Deposits	5,486	-	-	-	-	5,486
<b>Restricted for:</b>						
Debt Service	-	565,627	620,990	-	-	1,186,617
Capital Projects	-	-	-	9,434	-	9,434
<b>Unassigned:</b>	238,098	-	-	-	-	238,098
<b>TOTAL FUND BALANCES</b>	<b>\$ 243,584</b>	<b>\$ 565,627</b>	<b>\$ 620,990</b>	<b>\$ 9,434</b>	<b>\$ -</b>	<b>\$ 1,439,635</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 553,251</b>	<b>\$ 565,627</b>	<b>\$ 620,990</b>	<b>\$ 1,082,070</b>	<b>\$ 17,301,111</b>	<b>\$ 20,123,049</b>

**RIVINGTON**

Community Development District

**General Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending February 29, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Special Assmnts- Tax Collector	388,416	317,216	317,776	560
Special Assmnts- CDD Collected	170,297	127,723	93,226	(34,497)
Special Assmnts- Discounts	(15,537)	(11,653)	(12,006)	(353)
Access Cards	225	225	900	675
<b>TOTAL REVENUES</b>	<b>543,400</b>	<b>433,511</b>	<b>399,896</b>	<b>(33,615)</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
P/R-Board of Supervisors	6,000	2,500	-	2,500
FICA Taxes	459	191	-	191
ProfServ-Dissemination Agent	1,000	1,000	1,000	-
ProfServ-Engineering	15,000	6,250	340	5,910
ProfServ-Mgmt Consulting	50,923	21,218	21,218	-
ProfServ-Property Appraiser	291	203	-	203
ProfServ-Tax Collector	291	203	-	203
ProfServ-Trustee Fees	10,000	10,000	-	10,000
Attorney Fees	20,000	8,335	335	8,000
Auditing Services	3,300	3,300	-	3,300
Travel and Per Diem	100	44	-	44
Postage	600	250	53	197
Telephone, Cable & Internet Service	2,247	935	1,017	(82)
Insurance	30,000	30,000	29,786	214
Printing and Binding	200	81	-	81
Legal Advertising	6,000	2,500	192	2,308
Misc-Contingency	1,500	625	509	116
Other Current Charges	500	206	-	206
Website Expense	3,500	1,456	1,553	(97)
Office Supplies	200	85	-	85
Dues, Licenses, Subscriptions	175	175	175	-
Capital Outlay	1,000	419	-	419
<b>Total Administration</b>	<b>153,286</b>	<b>89,976</b>	<b>56,178</b>	<b>33,798</b>

**RIVINGTON**

Community Development District

**General Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending February 29, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>Field</b>				
ProfServ-Field Management	25,750	10,728	11,229	(501)
Contracts-Pools	21,420	8,925	11,746	(2,821)
Contracts - Landscape	103,452	43,105	48,292	(5,187)
Amenity Center Pest Control	828	345	345	-
Electricity - General	19,200	8,000	5,470	2,530
Electricity - Streetlights	100,000	41,669	26,753	14,916
Utility - Water & Sewer	11,160	4,650	8,138	(3,488)
Waste Removal	4,000	1,669	1,213	456
R&M-Aquatic Weed Control	10,980	4,575	4,575	-
R&M-Irrigation	10,000	10,000	-	10,000
R&M-Landscape - Lakeshore Park	10,000	10,000	-	10,000
R&M-Pools	6,000	2,500	235	2,265
Amenity Maintenance & Repairs	35,000	14,581	19,708	(5,127)
<b>Total Field</b>	<b>357,790</b>	<b>160,747</b>	<b>137,704</b>	<b>23,043</b>
<b>Reserves</b>				
Reserve - Other	32,324	32,324	-	32,324
<b>Total Reserves</b>	<b>32,324</b>	<b>32,324</b>	<b>-</b>	<b>32,324</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>	<b>543,400</b>	<b>283,047</b>	<b>193,882</b>	<b>89,165</b>
Excess (deficiency) of revenues				
Over (under) expenditures	-	150,464	206,014	55,550
Net change in fund balance	\$ -	\$ 150,464	\$ 206,014	\$ 55,550
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>	<b>37,570</b>	<b>37,570</b>	<b>37,570</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 37,570</b>	<b>\$ 188,034</b>	<b>\$ 243,584</b>	

**RIVINGTON**

Community Development District

**Series 2020 - Debt Service Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending February 29, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 260	\$ 106	\$ 6,091	\$ 5,985
Special Assmnts- Tax Collector	392,628	294,470	321,221	26,751
Special Assmnts- Discounts	(15,705)	(11,779)	(12,136)	(357)
<b>TOTAL REVENUES</b>	<b>377,183</b>	<b>282,797</b>	<b>315,176</b>	<b>32,379</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
ProfServ-Tax Collector	1,963	1,473	-	1,473
<b>Total Administration</b>	<b>1,963</b>	<b>1,473</b>	<b>-</b>	<b>1,473</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement	135,000	-	-	-
Interest Expense	229,163	114,582	113,500	1,082
<b>Total Debt Service</b>	<b>364,163</b>	<b>114,582</b>	<b>113,500</b>	<b>1,082</b>
<b>TOTAL EXPENDITURES</b>	<b>366,126</b>	<b>116,055</b>	<b>113,500</b>	<b>2,555</b>
Excess (deficiency) of revenues Over (under) expenditures	11,057	166,742	201,676	34,934
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Interfund Transfer - In	-	-	12,442	12,442
Operating Transfers-Out	-	-	(3,399)	(3,399)
Contribution to (Use of) Fund Balance	11,057	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>11,057</b>	<b>-</b>	<b>9,043</b>	<b>9,043</b>
Net change in fund balance	\$ 11,057	\$ 166,742	\$ 210,719	\$ 43,977
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>	<b>354,908</b>	<b>354,908</b>	<b>354,908</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 365,965</b>	<b>\$ 521,650</b>	<b>\$ 565,627</b>	

**RIVINGTON**

Community Development District

**Series 2022 - Debt Service Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending February 29, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ -	\$ 8,802	\$ 8,802
Special Assmnts- Tax Collector	118,705	98,401	97,117	(1,284)
Special Assmnts- CDD Collected	142,618	101,274	188,543	87,269
Special Assmnts- Discounts	(4,748)	(3,094)	(3,668)	(574)
<b>TOTAL REVENUES</b>	<b>256,575</b>	<b>196,581</b>	<b>290,794</b>	<b>94,213</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
ProfServ-Tax Collector	594	488	-	488
<b>Total Administration</b>	<b>594</b>	<b>488</b>	<b>-</b>	<b>488</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement	215,000	-	-	-
Interest Expense	430,119	215,060	215,059	1
<b>Total Debt Service</b>	<b>645,119</b>	<b>215,060</b>	<b>215,059</b>	<b>1</b>
<b>TOTAL EXPENDITURES</b>	<b>645,713</b>	<b>215,548</b>	<b>215,059</b>	<b>489</b>
Excess (deficiency) of revenues Over (under) expenditures	(389,138)	(18,967)	75,735	94,702
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Operating Transfers-Out	-	-	(6,680)	(6,680)
Contribution to (Use of) Fund Balance	(389,138)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(389,138)</b>	<b>-</b>	<b>(6,680)</b>	<b>(6,680)</b>
Net change in fund balance	\$ (389,138)	\$ (18,967)	\$ 69,055	\$ 88,022
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>	<b>551,935</b>	<b>551,935</b>	<b>551,935</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 162,797</b>	<b>\$ 532,968</b>	<b>\$ 620,990</b>	

**RIVINGTON**

Community Development District

*Series 2020 - Capital Projects Fund*

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending February 29, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b><u>REVENUES</u></b>				
Interest - Investments	\$ -	\$ -	\$ 216	\$ 216
<b>TOTAL REVENUES</b>	<b>-</b>	<b>-</b>	<b>216</b>	<b>216</b>
<b><u>EXPENDITURES</u></b>				
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Excess (deficiency) of revenues Over (under) expenditures	-	-	216	216
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Interfund Transfer - In	-	-	3,399	3,399
Operating Transfers-Out	-	-	(12,442)	(12,442)
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>(9,043)</b>	<b>(9,043)</b>
Net change in fund balance	\$ -	\$ -	\$ (8,827)	\$ (8,827)
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>	<b>-</b>	<b>-</b>	<b>8,827</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	



**RIVINGTON**

Community Development District

*Series 2022 - Capital Projects Fund*

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending February 29, 2024

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>REVENUES</b>				
Interest - Investments	\$ -	\$ -	\$ 109	\$ 109
Developer Contribution	-	-	3,246,748	3,246,748
<b>TOTAL REVENUES</b>	<b>-</b>	<b>-</b>	<b>3,246,857</b>	<b>3,246,857</b>
<b>EXPENDITURES</b>				
Capital Improvements	-	-	3,246,748	(3,246,748)
<b>Total Other Physical Environment</b>	<b>-</b>	<b>-</b>	<b>3,246,748</b>	<b>(3,246,748)</b>
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>3,246,748</b>	<b>(3,246,748)</b>
Excess (deficiency) of revenues Over (under) expenditures	-	-	109	109
<b>OTHER FINANCING SOURCES (USES)</b>				
Interfund Transfer - In	-	-	6,680	6,680
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>6,680</b>	<b>6,680</b>
Net change in fund balance	\$ -	\$ -	\$ 6,789	\$ 6,789
<b>FUND BALANCE, BEGINNING (OCT 1, 2023)</b>	<b>-</b>	<b>-</b>	<b>2,645</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,434</b>	

**RIVINGTON**  
**Community Development District**

**Supporting Schedules**

**February 29, 2024**

**Rivington**

Community Development District

**Monthly Collection Report  
Volusia County Tax Collector-Monthly Collection Report  
For the Fiscal Year Ending September 30, 2024**

Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Cost Tax Collector	Collection Cost Property Appraiser	Gross Amount Received	ALLOCATION BY FUND		
						General Fund	Series 2020 Debt Service Fund	Series 2022 Debt Service Fund
Assessments Levied FY2024					\$ 899,749	\$ 388,416	\$ 392,628	\$ 118,705
Allocation %					100%	43%	44%	13%
11/17/23	\$ 12,486	\$ 499	\$ -	\$ -	\$ 12,985	\$ 5,606	\$ 5,666	\$ 1,713
11/22/23	\$ 4,086	\$ 163	\$ -	\$ -	\$ 4,250	\$ 1,835	\$ 1,855	\$ 561
12/01/23	\$ 23,660	\$ 946	\$ -	\$ -	\$ 24,606	\$ 10,622	\$ 10,737	\$ 3,246
12/09/23	\$ 76,490	\$ 3,060	\$ -	\$ -	\$ 79,550	\$ 34,341	\$ 34,713	\$ 10,495
12/15/23	\$ 553,637	\$ 22,145	\$ -	\$ -	\$ 575,782	\$ 248,561	\$ 251,257	\$ 75,964
12/22/23	\$ 23,825	\$ 715	\$ -	\$ -	\$ 24,539	\$ 10,593	\$ 10,708	\$ 3,237
01/12/24	\$ 11,173	\$ 223	\$ -	\$ -	\$ 11,397	\$ 4,920	\$ 4,973	\$ 1,503.59
02/08/24	\$ 2,947	\$ 59	\$ -	\$ -	\$ 3,006	\$ 1,298	\$ 1,312	\$ 396.60
<b>TOTAL</b>	<b>\$ 708,303</b>	<b>\$ 27,811</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 736,115</b>	<b>\$ 317,776</b>	<b>\$ 321,221</b>	<b>\$ 97,117</b>
<b>% COLLECTED</b>					<b>82%</b>	<b>82%</b>	<b>82%</b>	<b>82%</b>
<b>TOTAL OUTSTANDING</b>					<b>\$ 163,634</b>	<b>\$ 70,640</b>	<b>\$ 71,407</b>	<b>\$ 21,588</b>

**Rivington**

Community Development District

**Cash and Investments Report**

**February 29, 2024**

<u>Account Name</u>	<u>Bank Name</u>	<u>Yield</u>	<u>Balance</u>
<b>GENERAL FUND</b>			
Checking Account - Operating	Truist	0.00%	\$ 547,765
		<b>Subtotal GF</b>	<u>\$ 547,765</u>
<b>DEBT SERVICE FUNDS</b>			
Series 2022 Acquisition & Construction Fund	US Bank	4.93%	\$ 9,434
Series 2020 Prepayment Fund	US Bank	4.93%	\$ 12,442
Series 2020 Reserve Fund	US Bank	4.93%	\$ 205,033
Series 2022 Reserve Fund	US Bank	4.93%	\$ 321,470
Series 2020 Revenue Fund	US Bank	4.93%	\$ 341,990
Series 2022 Revenue Fund	US Bank	4.93%	\$ 109,114
		<b>Subtotal DS &amp; CF</b>	<u>\$ 999,484</u>
		<b>Total</b>	<u>\$ 1,547,248</u>

**RIVINGTON CDD**

Bank Reconciliation

Bank Account No. 1475 TRUIST (SunTrust) GF  
 Statement No. 02-24  
 Statement Date 2/29/2024

<b>G/L Balance (LCY)</b>	547,764.60	<b>Statement Balance</b>	573,465.83
<b>G/L Balance</b>	547,764.60	<b>Outstanding Deposits</b>	0.00
<b>Positive Adjustments</b>	0.00		
	<hr/>	<b>Subtotal</b>	573,465.83
<b>Subtotal</b>	547,764.60	<b>Outstanding Checks</b>	25,701.23
<b>Negative Adjustments</b>	0.00	<b>Differences</b>	0.00
	<hr/>		
<b>Ending G/L Balance</b>	547,764.60	<b>Ending Balance</b>	547,764.60
<b>Difference</b>	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
<b>Outstanding Checks</b>						
2/7/2024	Payment	2429	DAVID G WILLIAMSON	69.00	0.00	69.00
2/22/2024	Payment	2437	RIVINGTON CDD C/O US BANK	19,705.49	0.00	19,705.49
2/22/2024	Payment	2438	WASTE PRO	242.74	0.00	242.74
2/28/2024	Payment	2439	COBB & COLE, P.A.	300.00	0.00	300.00
2/28/2024	Payment	2440	FERGUSON WATERWORKS	2,960.00	0.00	2,960.00
2/28/2024	Payment	2442	KIMLEY-HORN AND ASSOCIATES, INC	340.00	0.00	340.00
2/28/2024	Payment	2443	SOUTHEAST POOLS LLC	2,084.00	0.00	2,084.00
<b>Total Outstanding Checks.....</b>				<b>25,701.23</b>		<b>25,701.23</b>

# **Subsection 4C**

# **Check Register**

**RIVINGTON**

Community Development District

**Payment Register by Fund  
For the Period from 09/01/23 to 09/30/23  
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>GENERAL FUND - 001</b>								
001	2352	09/01/23	LINDSAY KINTNER	08152023	REFUND FOR DEPOSIT CHECK	Contingency	549900-51301	\$2,500.00
001	2353	09/11/23	VOLUSIA COUNTY WATER - ACH	92301-080123	SRVICE 06/21-07/21/2023 NEW ACCOUNT	Miscellaneous Field Expenses	531140-53901	\$21.08
001	2354	09/11/23	VOLUSIA COUNTY WATER - ACH	080123-92201	SVC PERIOD 6/21-7/21/23 NEW ACCT	Miscellaneous Field Expenses	531140-53901	\$21.08
001	2355	09/11/23	VOID CHECK	VOID-AUTOPAY	TO SET UP AUTOPAY	Misc-Contingency	549900-51301	\$0.01
001	2357	09/12/23	CEPRA LANDSCAPE	O-N1017	LANDSCAPE MAINT AUG 2023	Landscape Maintenance	546300-53901	\$2,430.00
001	2358	09/12/23	COBB & COLE, P.A.	39549	LEGAL FEES THRU JULY 2023	Professional Fees -- Attorney	531058-51401	\$283.50
001	2359	09/12/23	DAVID G WILLIAMSON	081723	PEST CONTROL 8/17/23	Amenity Maintenance & Repairs	546176-53901	\$69.00
001	2360	09/12/23	INFRAMARK, LLC.	99955	AUG 2023 MGMT FEES	Professional Fees -- Manager	531027-51201	\$4,120.00
001	2360	09/12/23	INFRAMARK, LLC.	99955	AUG 2023 MGMT FEES	Postage	541010-51301	\$3.15
001	2360	09/12/23	INFRAMARK, LLC.	99955	AUG 2023 MGMT FEES	Miscellaneous Field Expenses	531140-53901	\$2,083.33
001	2360	09/12/23	INFRAMARK, LLC.	99955	AUG 2023 MGMT FEES	Miscellaneous Field Expenses	531140-53901	\$332.19
001	2361	09/12/23	KIMLEY-HORN AND ASSOCIATES, INC	049025000-0723	ENGG SVCS THRU JULY 2023	Professional Fees -- Engineer	531013-51501	\$1,355.01
001	2362	09/12/23	MUSTARD SEED PUBLISHING INC.	106026	NOTICE OF BUDGET HEARING 8/2/23	Legal Advertising	548002-51301	\$192.00
001	2363	09/12/23	VIKING SECURITY, INC	378995	SEC SVCS	Contingency	549900-51301	\$60.00
001	2363	09/12/23	VIKING SECURITY, INC	382785	SEC SVCS	Amenity Maintenance & Repairs	546176-51301	\$160.50
001	2364	09/12/23	WASTE PRO	0001320846	REFUSE REMOVAL	Miscellaneous Field Expenses	531140-53901	\$236.42
001	2365	09/12/23	AQUATIC WEED CONTROL INC	85255	JULY WATERWAY MAINT	R&M-Aquatic Weed Control	546007-53901	\$260.00
001	2365	09/12/23	AQUATIC WEED CONTROL INC	85255-CORRECTION	TO CORRECT INV AMOUNT	R&M-Aquatic Weed Control	546007-53901	\$655.00
001	2366	09/15/23	CEPRA LANDSCAPE	O-N1094	SEPT 2023 LANDSCAPE MAINT	Landscape Maintenance	546300-53901	\$8,621.00
001	2366	09/15/23	CEPRA LANDSCAPE	O-N1133	REMOVE LIGUSTRUMS IN EXISTING PLANTERS	Landscape Maintenance	546300-53901	\$5,490.00
001	2366	09/15/23	CEPRA LANDSCAPE	O-N1136	TREE REMOVAL	Landscape Maintenance	546300-53901	\$1,145.40
001	2366	09/15/23	CEPRA LANDSCAPE	O-N1143	SEPT 2023 LANDSCAPE MAINT	Landscape Maintenance	546300-53901	\$2,430.00
001	2367	09/15/23	INFRAMARK, LLC.	101214	SEPT 2023 MGMT FEES	Professional Fees -- Manager	531027-51201	\$4,120.00
001	2367	09/15/23	INFRAMARK, LLC.	101214	SEPT 2023 MGMT FEES	Miscellaneous Field Expenses	531140-53901	\$2,083.33
001	2368	09/15/23	SOUTHEAST POOLS LLC	5201	AUG 2023 POOL MAINT	POOL MAINT	546176-53901	\$1,785.00
001	2368	09/15/23	SOUTHEAST POOLS LLC	5201	AUG 2023 POOL MAINT	CHEMICALS	546176-53901	\$299.00
001	2368	09/15/23	SOUTHEAST POOLS LLC	5202	SEPT 2023 POOL MAINT	Chemicals	546176-53901	\$299.00
001	2368	09/15/23	SOUTHEAST POOLS LLC	5202	SEPT 2023 POOL MAINT	POOL MAINT	546176-53901	\$1,785.00
001	2368	09/15/23	SOUTHEAST POOLS LLC	5203	LANDSCAPING POOL AREA / CHEMICALS	Chemicals	546176-53901	\$93.00
001	2368	09/15/23	SOUTHEAST POOLS LLC	5203	LANDSCAPING POOL AREA / CHEMICALS	LANDSCAPING @ POOL	546176-53901	\$250.00
001	2369	09/15/23	VOLUSIA COUNTY WATER - ACH	083123-0025992301	BILL PRD 7/21-8/21/23	Miscellaneous Field Expenses	531140-53901	\$21.08
001	2370	09/21/23	DAVID G WILLIAMSON	61176-091223	PEST CONTROL 9/12/23	Amenity Maintenance & Repairs	546176-53901	\$69.00
001	2371	09/21/23	VOLUSIA COUNTY WATER - ACH	083123-0025992201	BILL PRD 7/21-8/21/23	Miscellaneous Field Expenses	531140-53901	\$21.08
001	2372	09/27/23	CEPRA LANDSCAPE	O-N1147	STRAIGHTEN LIVE OAK @ AMENITY CTR	Landscape Maintenance	546300-53901	\$187.78
001	2373	09/27/23	COBB & COLE, P.A.	40763	GEN COUNSEL THRU AUG 2023	Professional Fees -- Attorney	531058-51401	\$1,530.50
001	2374	09/27/23	VOLUSIA COUNTY WATER - ACH	083123-0025985601	BILL PRD 5/12-8/21/23	Miscellaneous Field Expenses	531140-53901	\$24.84
001	2375	09/27/23	VOLUSIA COUNTY WATER - ACH	083123-0025990801	BILL PRD 5/12-8/21/23	Miscellaneous Field Expenses	531140-53901	\$414.78
001	DD181	09/05/23	AT&T - ACH	45056-081523	BILL PRD 8/16-9/15/23	Miscellaneous Field Expenses	531140-51301	\$203.30
001	DD182	09/12/23	FPL - ACH	090123-67280 ACH	BILL PRD 8/2-9/1/23	CLUBHOUSE	531140-53901	\$1,274.80
001	DD183	09/22/23	VOLUSIA COUNTY WATER - ACH	083123 ACH		Miscellaneous Field Expenses	531140-53901	\$1,376.29
001	DD184	09/08/23	FPL - ACH	082823-88312 ACH	BILL PRD 7/27-8/28/23	Street Lights	543013-53901	\$5,344.15
001	DD189	09/25/23	VOLUSIA COUNTY WATER - ACH	08123-92301 ACH	ACH POSTED & CHECK ISSUED	Field Operations	531140-53901	\$21.08
<b>Fund Total</b>								<b>\$53,671.68</b>

**SERIES 2020 - CAPITAL PROJECTS FUND - 301**

301	2376	09/29/23	EDEN SITE DEVELOPMENT, INC.	7	PHASE 4 = APPLICATION 7	Capital Improvements	563001-53900	\$24,595.15
301	2376	09/29/23	EDEN SITE DEVELOPMENT, INC.	8	RIVINGTON PHASE 4 - APPLICATION 8	Capital Improvements	563001-53900	\$171,698.35
301	2377	09/29/23	THE BRIAR TEAM	16	1920-RIVINGTON PH 2 PUBLIC IMPROVEMENTS	Capital Improvements	563001-53900	\$160,000.00
<b>Fund Total</b>								<b>\$356,293.50</b>

<b>Total Checks Paid</b>	<b>\$409,965.18</b>
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**RIVINGTON**  
**Community Development District**

**Check Register**

**10/1/2023 - 2/29/2024**



**RIVINGTON COMMUNITY DEVELOPMENT DISTRICT**

Payment Register by Fund  
 For the Period from 10/01/23 to 2/29/2024  
 (Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
<b>GENERAL FUND - 001</b>								
<b>CHECK # 2378</b>								
001	10/06/23	CEPRA LANDSCAPE	O-N1166	REMOVAL OF JASMINE	Miscellaneous Field Expenses	531140-53901	\$3,059.00	
							<b>Check Total</b>	<b>\$3,059.00</b>
<b>CHECK # 2379</b>								
001	10/06/23	INFRAMARK, LLC.	101921	VARIABLE CHARGES SEPT 2023	Postage	541010-51301	\$7.56	
001	10/06/23	INFRAMARK, LLC.	101921	VARIABLE CHARGES SEPT 2023	REC MAINT	546176-53901	\$194.60	
001	10/06/23	INFRAMARK, LLC.	101921	VARIABLE CHARGES SEPT 2023	GATE MAINT	531140-53901	\$15.46	
001	10/06/23	INFRAMARK, LLC.	101921	VARIABLE CHARGES SEPT 2023	MAIL NOTICES	541010-51301	\$401.59	
							<b>Check Total</b>	<b>\$619.21</b>
<b>CHECK # 2382</b>								
001	10/12/23	ADVANCE TREE PROS	21463	TREE REMOVAL/FLUSH CUT	Miscellaneous Field Expenses	531140-53901	\$1,825.00	
							<b>Check Total</b>	<b>\$1,825.00</b>
<b>CHECK # 2383</b>								
001	10/12/23	CEPRA LANDSCAPE	O-N1233	OCT LANDSCAPE MAINT	Landscape Maintenance	546300-53901	\$8,621.00	
							<b>Check Total</b>	<b>\$8,621.00</b>
<b>CHECK # 2384</b>								
001	10/12/23	DEPT ECONOMIC OPPORTUNITY	89318	DISTRICT FILING FEES 2023/24	DISTRICT FILING FEES FY23	554020-51301	\$175.00	
							<b>Check Total</b>	<b>\$175.00</b>
<b>CHECK # 2385</b>								
001	10/12/23	EGIS INSURANCE AND RISK ADVISORS	20294	INSURANCE RENEW 10/1/23-10/1/24	Insurance	545990-51301	\$29,786.00	
							<b>Check Total</b>	<b>\$29,786.00</b>
<b>CHECK # 2386</b>								
001	10/12/23	SOUTHEAST POOLS LLC	5243	POOL MAINT	POOL	546176-53901	\$2,796.00	
							<b>Check Total</b>	<b>\$2,796.00</b>
<b>CHECK # 2387</b>								
001	10/12/23	WASTE PRO	0001330331	REFUSE REMOVAL OCT 2023	Miscellaneous Field Expenses	531140-53901	\$237.05	
							<b>Check Total</b>	<b>\$237.05</b>
<b>CHECK # 2389</b>								
001	10/20/23	VOLUSIA COUNTY WATER - ACH	100223 ACH	BILL PRD 8/21-9/21/23	Miscellaneous Field Expenses	531140-53901	\$3,228.07	
							<b>Check Total</b>	<b>\$3,228.07</b>
<b>CHECK # 2391</b>								
001	10/25/23	COBB & COLE, P.A.	41968	LEGAL FEES THRU SEPT 2023	Professional Fees -- Attorney	531058-51401	\$255.00	
							<b>Check Total</b>	<b>\$255.00</b>
<b>CHECK # 2392</b>								
001	10/25/23	DAVID G WILLIAMSON	101123	PEST CONTROL	Amenity Maintenance & Repairs	546176-53901	\$69.00	
							<b>Check Total</b>	<b>\$69.00</b>
<b>CHECK # 2393</b>								
001	10/25/23	INNERSYNC	21790	WEBSITE / COMPLIACE SVCS	Website	549933-51301	\$1,552.50	
							<b>Check Total</b>	<b>\$1,552.50</b>
<b>CHECK # 2394</b>								
001	10/25/23	SEMEON PERSAUD	101023-RFND		Contingency	549900-51301	\$250.00	
							<b>Check Total</b>	<b>\$250.00</b>
<b>CHECK # 2395</b>								
001	11/09/23	CEPRA LANDSCAPE	O-N1266	OCT 2023 LANDSCAPE MAINT	Landscape Maintenance	546300-53901	\$2,430.00	
001	11/09/23	CEPRA LANDSCAPE	O-N1313	INSTALL ELM TREE	Landscape Maintenance	546300-53901	\$747.44	
001	11/09/23	CEPRA LANDSCAPE	O-N643	MAY 2023 LANDSCAPE MAINT	Landscape Maintenance	546300-53901	\$2,340.00	
							<b>Check Total</b>	<b>\$5,517.44</b>

**RIVINGTON COMMUNITY DEVELOPMENT DISTRICT**

**Payment Register by Fund  
For the Period from 10/01/23 to 2/29/2024  
(Sorted by Check / ACH No.)**

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>CHECK # 2396</b>							
001	11/09/23	MUSTARD SEED PUBLISHING INC.	106965	LEGAL AD - NOTICE OF MEETING	Legal Advertising	548002-51301	\$192.00
							<b>Check Total</b>
							<u>\$192.00</u>
<b>CHECK # 2397</b>							
001	11/09/23	WASTE PRO	0001336286	REFUSE REMOVAL 11/1-11/30/23	Miscellaneous Field Expenses	531140-53901	\$245.60
							<b>Check Total</b>
							<u>\$245.60</u>
<b>CHECK # 2398</b>							
001	11/28/23	CEPRA LANDSCAPE	O-N1332	SOD REPLACEMENT / PLANT REPLACEMENT	Landscape Maintenance	546300-53901	\$454.01
001	11/28/23	CEPRA LANDSCAPE	O-N1439	PHASE 2 LANDSCAPE MAINT / IRR INSPECTIONS	Contracts-Landscape	534171-53901	\$1,730.00
001	11/28/23	CEPRA LANDSCAPE	O-N1438	OCT PHASE 2 LANDSCAPE MAINT/IRR INSPECT	Contracts-Landscape	534171-53901	\$1,730.00
001	11/28/23	CEPRA LANDSCAPE	O-N1386	NOV 2023 LANDSCAPE MAINT	Contracts-Landscape	534171-53901	\$8,621.00
							<b>Check Total</b>
							<u>\$12,535.01</u>
<b>CHECK # 2401</b>							
001	11/28/23	INFRAMARK, LLC.	103659	OCT 2023 MGMT FEES	Professional Fees -- Manager	531027-51201	\$4,243.58
001	11/28/23	INFRAMARK, LLC.	103659	OCT 2023 MGMT FEES	ProfServ-Field Management	531016-53901	\$2,145.83
							<b>Check Total</b>
							<u>\$6,389.41</u>
<b>CHECK # 2404</b>							
001	11/28/23	SOUTHEAST POOLS LLC	5267	n	POOL	534078-53901	\$2,171.00
							<b>Check Total</b>
							<u>\$2,171.00</u>
<b>CHECK # 2405</b>							
001	12/05/23	AQUATIC WEED CONTROL INC	88524	MONTHLY WATERWAY SVCS	R&M-Aquatic Weed Control	546007-53901	\$915.00
001	12/05/23	AQUATIC WEED CONTROL INC	87433	MONTHLY WATER WAY SVCS	R&M-Aquatic Weed Control	546007-53901	\$915.00
001	12/05/23	AQUATIC WEED CONTROL INC	89587	MONTHLY WATERWAY SVCS	R&M-Aquatic Weed Control	546007-53901	\$915.00
							<b>Check Total</b>
							<u>\$2,745.00</u>
<b>CHECK # 2406</b>							
001	12/05/23	DAVID G WILLIAMSON	111423		Amenity Maintenance & Repairs	546176-53901	\$69.00
							<b>Check Total</b>
							<u>\$69.00</u>
<b>CHECK # 2407</b>							
001	12/05/23	INFRAMARK, LLC.	104863	NOV 2023 MGMT FEES	Professional Fees -- Manager	531027-51201	\$4,243.58
001	12/05/23	INFRAMARK, LLC.	104863	NOV 2023 MGMT FEES	ProfServ-Field Management	531016-53901	\$2,145.83
001	12/05/23	INFRAMARK, LLC.	105025	OCT 2023 VARIABLE CHARGES	Postage	541010-51301	\$12.60
001	12/05/23	INFRAMARK, LLC.	105025	OCT 2023 VARIABLE CHARGES	Professional Fees -- Dissemination Agent	531012-51301	\$1,000.00
001	12/05/23	INFRAMARK, LLC.	105025	OCT 2023 VARIABLE CHARGES	POOL BACKFLOW	546074-53901	\$13.92
001	12/05/23	INFRAMARK, LLC.	105418	NOV 2023 VARIALBE CHARGES	Postage	541010-51301	\$6.93
							<b>Check Total</b>
							<u>\$7,422.86</u>
<b>CHECK # 2408</b>							
001	12/18/23	CEPRA LANDSCAPE	O-N1514	DEC 2023 LANDSCAPE MAINT	Contracts-Landscape	534171-53901	\$10,350.00
001	12/18/23	CEPRA LANDSCAPE	O-N1579		Contracts-Landscape	534171-53901	\$905.00
							<b>Check Total</b>
							<u>\$11,255.00</u>
<b>CHECK # 2411</b>							
001	12/18/23	SOUTHEAST POOLS LLC	5297	DEC 2023 POOL MAINT	POOL	534078-53901	\$2,548.87
							<b>Check Total</b>
							<u>\$2,548.87</u>
<b>CHECK # 2413</b>							
001	01/05/24	AQUATIC WEED CONTROL INC	91351	LAKE MAINT DEC 2023	R&M-Aquatic Weed Control	546007-53901	\$915.00
							<b>Check Total</b>
							<u>\$915.00</u>
<b>CHECK # 2414</b>							
001	01/05/24	DAVID G WILLIAMSON	121423	PEST CONTROL 12/14/23	Amenity Center Pest Control	534181-53901	\$69.00
							<b>Check Total</b>
							<u>\$69.00</u>

**RIVINGTON COMMUNITY DEVELOPMENT DISTRICT**

**Payment Register by Fund  
For the Period from 10/01/23 to 2/29/2024  
(Sorted by Check / ACH No.)**

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>CHECK # 2415</b>							
001	01/05/24	INFRAMARK, LLC.	107068	DEC 2023 MGMT FEES	Postage	541010-51301	\$27.33
001	01/05/24	INFRAMARK, LLC.	107068	DEC 2023 MGMT FEES	Professional Fees -- Manager	531027-51201	\$4,243.58
001	01/05/24	INFRAMARK, LLC.	107068	DEC 2023 MGMT FEES	ProfServ-Field Management	531016-53901	\$2,312.50
<b>Check Total</b>							<b>\$6,583.41</b>
<b>CHECK # 2416</b>							
001	01/11/24	SOUTHEAST POOLS LLC	5333	JAN 2024 POOL MAINT / CLEANUP	POOL	534078-53901	\$2,146.50
<b>Check Total</b>							<b>\$2,146.50</b>
<b>CHECK # 2417</b>							
001	01/11/24	WASTE PRO	0001349953	REFUSE REMOVAL	Miscellaneous Field Expenses	531140-53901	\$240.02
<b>Check Total</b>							<b>\$240.02</b>
<b>CHECK # 2418</b>							
001	01/19/24	CEPRA LANDSCAPE	O-N1628	JAN 2024 LANDSCAPE MAINT	Contracts-Landscape	534171-53901	\$10,350.00
001	01/19/24	CEPRA LANDSCAPE	O-N1696	MI REPAIRS	Amenity Maintenance & Repairs	546176-53901	\$5,065.49
<b>Check Total</b>							<b>\$15,415.49</b>
<b>CHECK # 2419</b>							
001	01/19/24	COBB & COLE, P.A.	45632	LEGAL FEES THRU DEC 2023	Professional Fees -- Attorney	531058-51401	\$35.00
<b>Check Total</b>							<b>\$35.00</b>
<b>CHECK # 2424</b>							
001	01/19/24	VIKING SECURITY, INC	AAAQ14750	DOOR ADD ON TO DMP SYSTEM	Amenity Maintenance & Repairs	546176-51301	\$2,915.65
<b>Check Total</b>							<b>\$2,915.65</b>
<b>CHECK # 2425</b>							
001	01/31/24	FPL - ACH	121323-25101 CHECK	BILL PRD 11/27-12/13/23	Street Lights	543013-53901	\$27.54
<b>Check Total</b>							<b>\$27.54</b>
<b>CHECK # 2428</b>							
001	02/07/24	AQUATIC WEED CONTROL INC	91688	JAN 2024 WATER WAY SERVICES	R&M-Aquatic Weed Control	546007-53901	\$915.00
<b>Check Total</b>							<b>\$915.00</b>
<b>CHECK # 2429</b>							
001	02/07/24	DAVID G WILLIAMSON	012624	PEST CONTROL	Amenity Center Pest Control	534181-53901	\$69.00
<b>Check Total</b>							<b>\$69.00</b>
<b>CHECK # 2431</b>							
001	02/07/24	INFRAMARK, LLC.	108595	JAN 2024 MGMT FEES	Professional Fees -- Manager	531027-51201	\$4,243.58
001	02/07/24	INFRAMARK, LLC.	108595	JAN 2024 MGMT FEES	ProfServ-Field Management	531016-53901	\$2,312.50
001	02/07/24	INFRAMARK, LLC.	109141	JAN 2024 POSTAGE / FIELD SUPPLIES	Postage	541010-51201	\$3.15
001	02/07/24	INFRAMARK, LLC.	109141	JAN 2024 POSTAGE / FIELD SUPPLIES	50 AMP OVERLOAD FOR POOL PUMP	546074-53901	\$234.83
<b>Check Total</b>							<b>\$6,794.06</b>
<b>CHECK # 2434</b>							
001	02/15/24	INFRAMARK, LLC.	110045	FEB 2024 MGMT FEES	Professional Fees -- Manager	531027-51201	\$4,243.58
001	02/15/24	INFRAMARK, LLC.	110045	FEB 2024 MGMT FEES	ProfServ-Field Management	531016-53901	\$2,312.50
<b>Check Total</b>							<b>\$6,556.08</b>
<b>CHECK # 2435</b>							
001	02/22/24	AQUATIC WEED CONTROL INC	92799	FEB 2024 LAKE MAINT	R&M-Aquatic Weed Control	546007-53901	\$915.00
<b>Check Total</b>							<b>\$915.00</b>
<b>CHECK # 2436</b>							
001	02/22/24	CEPRA LANDSCAPE	O-N1787	FEB 2024 LANDSCAPE MAINT	Contracts-Landscape	534171-53901	\$10,350.00
<b>Check Total</b>							<b>\$10,350.00</b>
<b>CHECK # 2438</b>							
001	02/22/24	WASTE PRO	0001344372	REFUSE REMOVAL	Miscellaneous Field Expenses	531140-53901	\$242.74
<b>Check Total</b>							<b>\$242.74</b>

**RIVINGTON COMMUNITY DEVELOPMENT DISTRICT**

Payment Register by Fund  
 For the Period from 10/01/23 to 2/29/2024  
 (Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
<b>CHECK # 2439</b>								
001	02/28/24	COBB & COLE, P.A.	46828	LEGAL COUNSEL THRU JAN 2024	Professional Fees -- Attorney	531058-51401	\$300.00	
							<b>Check Total</b>	<u>\$300.00</u>
<b>CHECK # 2440</b>								
001	02/28/24	FERGUSON WATERWORKS	2044421	WATER METER LIDS	Amenity Maintenance & Repairs	546176-53901	\$2,960.00	
							<b>Check Total</b>	<u>\$2,960.00</u>
<b>CHECK # 2442</b>								
001	02/28/24	KIMLEY-HORN AND ASSOCIATES, INC	049025000-0124	SERIES 2022 CLOSEOUT CERTIFICATION	Professional Fees -- Engineer	531013-51501	\$340.00	
							<b>Check Total</b>	<u>\$340.00</u>
<b>CHECK # 2443</b>								
001	02/28/24	SOUTHEAST POOLS LLC	5359	FEB 2024 POOL MAINT	POOL	534078-53901	\$2,084.00	
							<b>Check Total</b>	<u>\$2,084.00</u>
<b>CHECK # DD185</b>								
001	10/08/23	FPL - ACH	092723-88312 ACH	BILL PRD 8/28-9/27/23	Street Lights	543013-53901	\$5,344.15	
							<b>Check Total</b>	<u>\$5,344.15</u>
<b>CHECK # DD186</b>								
001	10/13/23	FPL - ACH	100223-67280 ACH	BILL PRD 9/1-10/2/23	CLUBHOUSE	531140-53901	\$1,142.81	
							<b>Check Total</b>	<u>\$1,142.81</u>
<b>CHECK # DD187</b>								
001	10/07/23	AT&T - ACH	091523-5056 ACH		Miscellaneous Field Expenses	531140-51301	\$203.30	
							<b>Check Total</b>	<u>\$203.30</u>
<b>CHECK # DD190</b>								
001	11/05/23	AT&T - ACH	10152023-5056 ACH	BILL PRD 10/16-11/15/23	Miscellaneous Field Expenses	531140-51301	\$203.30	
							<b>Check Total</b>	<u>\$203.30</u>
<b>CHECK # DD191</b>								
001	11/22/23	VOLUSIA COUNTY WATER - ACH	110123 ACH	bill prd 9/21-10/21/23	Miscellaneous Field Expenses	531140-53901	\$2,095.70	
							<b>Check Total</b>	<u>\$2,095.70</u>
<b>CHECK # DD192</b>								
001	11/28/23	FPL - ACH	110123-67280 ACH	BILL PRD 10/2-11/1/23	CLUBHOUSE	531140-53901	\$1,255.47	
							<b>Check Total</b>	<u>\$1,255.47</u>
<b>CHECK # DD193</b>								
001	11/28/23	FPL - ACH	102723-88312	BILL PRD 9/27-10/27/23	Street Lights	543013-53901	\$5,344.15	
							<b>Check Total</b>	<u>\$5,344.15</u>
<b>CHECK # DD194</b>								
001	12/19/23	FPL - ACH	112823-88312	BILL PRD 10/27-11/28/23	Street Lights	543013-53901	\$5,344.15	
							<b>Check Total</b>	<u>\$5,344.15</u>
<b>CHECK # DD195</b>								
001	12/06/23	AT&T - ACH	45056-111523	BILL PRD 11/16-12/15/23	Miscellaneous Field Expenses	531140-51301	\$203.30	
							<b>Check Total</b>	<u>\$203.30</u>
<b>CHECK # DD196</b>								
001	01/04/24	FPL - ACH	120123-67280 ACH	BILL PRD 11/1-12/1/23	CLUBHOUSE	531140-53901	\$1,084.68	
							<b>Check Total</b>	<u>\$1,084.68</u>
<b>CHECK # DD197</b>								
001	01/05/24	FPL - ACH	122823-88312	BILL PRD 11/28-12/28/23	Street Lights	543013-53901	\$5,344.15	
							<b>Check Total</b>	<u>\$5,344.15</u>
<b>CHECK # DD198</b>								
001	01/05/24	AT&T - ACH	121523- 5056 ACH	BILL PRD 12/16/23-1/15/24	Miscellaneous Field Expenses	531140-51301	\$203.30	
							<b>Check Total</b>	<u>\$203.30</u>

**RIVINGTON COMMUNITY DEVELOPMENT DISTRICT**

Payment Register by Fund  
 For the Period from 10/01/23 to 2/29/2024  
 (Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
<b>CHECK # DD200</b>								
001	12/22/23	VOLUSIA COUNTY WATER - ACH	120123 ACH	BILL PRD 10/21-11/21/23	Miscellaneous Field Expenses	531140-53901	\$2,180.43	
							<b>Check Total</b>	<u>\$2,180.43</u>
<b>CHECK # DD201</b>								
001	01/23/24	FPL - ACH	67280-010224	BILL PRD 12/1-1/2/24	CLUBHOUSE	543006-53901	\$1,122.91	
							<b>Check Total</b>	<u>\$1,122.91</u>
<b>CHECK # DD209</b>								
001	01/22/24	VOLUSIA COUNTY WATER - ACH	010224 ACH	BILL PRD 11/21-12/21/23	Miscellaneous Field Expenses	531140-53901	\$1,982.66	
							<b>Check Total</b>	<u>\$1,982.66</u>
<b>CHECK # DD210</b>								
001	02/12/24	FPL - ACH	010124-67280 ACH	BILL PRD 1/2-/1/24	CLUBHOUSE	543006-53901	\$1,035.92	
							<b>Check Total</b>	<u>\$1,035.92</u>
<b>CHECK # DD211</b>								
001	02/06/24	AT&T - ACH	011524-5056 ACH	BILL PRD 1/16-2/15/24	Miscellaneous Field Expenses	531140-51301	\$203.30	
							<b>Check Total</b>	<u>\$203.30</u>
<b>CHECK # DD212</b>								
001	02/28/24	FPL - ACH	021424 CHK		Street Lights	543013-53901	\$63.06	
							<b>Check Total</b>	<u>\$63.06</u>
<b>CHECK # DD213</b>								
001	02/22/24	VOLUSIA COUNTY WATER - ACH	013124 ACH	BILL PRD 12/21/23-1/21/24	Miscellaneous Field Expenses	531140-53901	\$1,879.66	
							<b>Check Total</b>	<u>\$1,879.66</u>
<b>CHECK # DD214</b>								
001	02/09/24	FPL - ACH	012924-88312 ACH	BILL PRD 12/28-1/29/24	Street Lights	543013-53901	\$5,336.65	
							<b>Check Total</b>	<u>\$5,336.65</u>
							<b>Fund Total</b>	<u><u>\$205,010.56</u></u>

**SERIES 2020 - DEBT SERVICE FUND - 201**

<b>CHECK # 2380</b>								
201	10/06/23	RIVINGTON CDD C/O US BANK	092823-1	TRFR TAX RECEIPTS SERIES 2020	Due From Other Funds	131000	\$1,837.53	
							<b>Check Total</b>	<u>\$1,837.53</u>
<b>CHECK # 2423</b>								
201	01/19/24	RIVINGTON CDD C/O US BANK	01122024-1	Transfer of Tax Receipts (Series 2020)	Due From Other Funds	131000	\$302,923.05	
							<b>Check Total</b>	<u>\$302,923.05</u>
							<b>Fund Total</b>	<u><u>\$304,760.58</u></u>

**SERIES 2022 - DEBT SERVICE FUND - 202**

<b>CHECK # 2381</b>								
202	10/12/23	RIVINGTON CDD C/O US BANK	101023-3	TRFR TAX RECEIPTS SERIES 2022	Due From Other Funds	131000	\$389.43	
							<b>Check Total</b>	<u>\$389.43</u>
<b>CHECK # 2426</b>								
202	01/31/24	RIVINGTON CDD C/O US BANK	01122024-2	TFR TAX RECEIPTS SERIES 2022	Due From Other Funds	131000	\$91,585.41	
							<b>Check Total</b>	<u>\$91,585.41</u>
<b>CHECK # 2437</b>								
202	02/22/24	RIVINGTON CDD C/O US BANK	02152024-1	TRFR OF CDD COLLECTED SERIES 2022	Due From Other Funds	131000	\$19,705.49	
							<b>Check Total</b>	<u>\$19,705.49</u>
							<b>Fund Total</b>	<u><u>\$111,680.33</u></u>

**RIVINGTON COMMUNITY DEVELOPMENT DISTRICT**

Payment Register by Fund  
 For the Period from 10/01/23 to 2/29/2024  
 (Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
<b>SERIES 2020 - CAPITAL PROJECTS FUND - 301</b>								
<b>CHECK # 2399</b>								
301	11/28/23	CORE & MAIN	T844186	CHEK REQ 3	Capital Improvements	563001-53900	\$8,426.00	
							<b>Check Total</b>	<b>\$8,426.00</b>
<b>CHECK # 2420</b>								
301	01/19/24	CORE & MAIN	T924930	CEMENT & BRICKS - PHS 4	Capital Improvements	563001-53900	\$1,389.60	
							<b>Check Total</b>	<b>\$1,389.60</b>
							<b>Fund Total</b>	<b>\$9,815.60</b>
<b>SERIES 2022 - CAPITAL PROJECTS FUND - 302</b>								
<b>CHECK # 2399</b>								
302	11/28/23	CORE & MAIN	T826004	RIVINGTON PHASE 4 - SUPPLIES	Capital Improvements	563001-53900	\$9,359.15	
302	11/28/23	CORE & MAIN	T800955	PHASE 4 SUPPLIES	Capital Improvements	563001-53900	\$14,548.75	
302	11/28/23	CORE & MAIN	T813509		Capital Improvements	563001-53900	\$3,169.20	
302	11/28/23	CORE & MAIN	T799620		Capital Improvements	563001-53900	\$266,607.20	
302	11/28/23	CORE & MAIN	T800982	INLINE DRAIN W/ STANDARD GRATE	Capital Improvements	563001-53900	\$1,731.00	
							<b>Check Total</b>	<b>\$295,415.30</b>
<b>CHECK # 2400</b>								
302	11/28/23	EDEN SITE DEVELOPMENT, INC.	9	RIVINGTON PHASE 4	Capital Improvements	563001-53900	\$95,470.71	
							<b>Check Total</b>	<b>\$95,470.71</b>
<b>CHECK # 2402</b>								
302	11/28/23	MACK INDUSTRIES, INC.	MCI000139973	PHASE 4 DEVELOPMENT	Capital Improvements	563001-53900	\$22,464.00	
302	11/28/23	MACK INDUSTRIES, INC.	MCI000139955	PHASE 4 DEVELOPMENT	Capital Improvements	563001-53900	\$41,955.00	
302	11/28/23	MACK INDUSTRIES, INC.	MCI000140024	PHASE 4 DEVELOPMENT	Capital Improvements	563001-53900	\$62,778.00	
302	11/28/23	MACK INDUSTRIES, INC.	MCI000140144	CHECK REQ 5	Capital Improvements	563001-53900	\$10,763.00	
302	11/28/23	MACK INDUSTRIES, INC.	MCI000140196	RIVINGTON PHASE 4	Capital Improvements	563001-53900	\$69,270.00	
302	11/28/23	MACK INDUSTRIES, INC.	MCI000140091	RIVINGTON PH4	Capital Improvements	563001-53900	\$27,126.00	
							<b>Check Total</b>	<b>\$234,356.00</b>
<b>CHECK # 2403</b>								
302	11/28/23	RINKER MATERIALS	28052346	PHASE 4 DEVELOPMENT	Capital Improvements	563001-53900	\$44,210.00	
302	11/28/23	RINKER MATERIALS	28069109	PHASE 4 DEVELOPMENT	Capital Improvements	563001-53900	\$45,830.00	
302	11/28/23	RINKER MATERIALS	28082470	RIVINGTON PH 4	Capital Improvements	563001-53900	\$52,440.00	
302	11/28/23	RINKER MATERIALS	28076939	RIVINGTON PHASE 4	Capital Improvements	563001-53900	\$36,001.60	
302	11/28/23	RINKER MATERIALS	28117160	RIVINGTON PHASE 4	Capital Improvements	563001-53900	\$35,123.20	
302	11/28/23	RINKER MATERIALS	28130252	RIVINGTON PHASE 4	Capital Improvements	563001-53900	\$35,800.00	
							<b>Check Total</b>	<b>\$249,404.80</b>
<b>CHECK # 2409</b>								
302	12/18/23	MACK INDUSTRIES, INC.	MCI000140221	RIVINGTON PHASE 4	Capital Improvements	563001-53900	\$10,941.00	
							<b>Check Total</b>	<b>\$10,941.00</b>
<b>CHECK # 2410</b>								
302	12/18/23	RINKER MATERIALS	28060067	RIVINGTON PHASE 4	Capital Improvements	563001-53900	\$62,182.00	
							<b>Check Total</b>	<b>\$62,182.00</b>

**RIVINGTON COMMUNITY DEVELOPMENT DISTRICT**

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For the Period from 10/01/23 to 2/29/2024  
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Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
<b>CHECK # 2421</b>							
302	01/19/24	MACK INDUSTRIES, INC.	MCI000140531	MATERIALS - PHASE 4	Capital Improvements	563001-53900	\$7,047.00
302	01/19/24	MACK INDUSTRIES, INC.	MCI000140584	MATERIALS - PHASE 4	Capital Improvements	563001-53900	\$3,400.00
302	01/19/24	MACK INDUSTRIES, INC.	MCI000140410	MATERIALS - PHASE 4	Capital Improvements	563001-53900	\$11,804.00
302	01/19/24	MACK INDUSTRIES, INC.	MCI000140380	MATERIALS - PHASE 4	Capital Improvements	563001-53900	\$17,769.00
302	01/19/24	MACK INDUSTRIES, INC.	MCI000140455	PHASE 4 DEVELOPMENT	Capital Improvements	563001-53900	\$23,800.00
302	01/19/24	MACK INDUSTRIES, INC.	MCI000140290	PHASE 4 DEVELOPMENT	Capital Improvements	563001-53900	\$21,903.00
302	01/19/24	MACK INDUSTRIES, INC.	MCI000140318	PHASE 4 DEVELOPMENT	Capital Improvements	563001-53900	\$26,460.00
<b>Check Total</b>							<b>\$112,183.00</b>
<b>CHECK # 2422</b>							
302	01/19/24	RINKER MATERIALS	28163038	REPAIRS PH4	Capital Improvements	563001-53900	\$9,310.00
302	01/19/24	RINKER MATERIALS	28163037	REPAIRS PH4	Capital Improvements	563001-53900	\$9,310.00
302	01/19/24	RINKER MATERIALS	28163035	REPAIRS PH4	Capital Improvements	563001-53900	\$9,310.00
302	01/19/24	RINKER MATERIALS	28163034	REPAIRS PH4	Capital Improvements	563001-53900	\$9,310.00
302	01/19/24	RINKER MATERIALS	28163041	REPAIRS PH4	Capital Improvements	563001-53900	\$9,310.00
302	01/19/24	RINKER MATERIALS	28163036	REPAIRS PH4	Capital Improvements	563001-53900	\$9,310.00
302	01/19/24	RINKER MATERIALS	28163039	REPAIRS PH4	Capital Improvements	563001-53900	\$9,310.00
302	01/19/24	RINKER MATERIALS	28163033	REPAIRS PHS 4	Capital Improvements	563001-53900	\$9,310.00
302	01/19/24	RINKER MATERIALS	28163040	REPAIRS PH4	Capital Improvements	563001-53900	\$9,310.00
302	01/19/24	RINKER MATERIALS	28185319	REPAIRS PH4	Capital Improvements	563001-53900	\$8,950.00
<b>Check Total</b>							<b>\$92,740.00</b>
<b>CHECK # 2427</b>							
302	02/01/24	EDEN SITE DEVELOPMENT, INC.	112023-2	APP 113023-2 PHASE 4	Capital Improvements	563001-53900	\$65,649.67
<b>Check Total</b>							<b>\$65,649.67</b>
<b>CHECK # 2430</b>							
302	02/07/24	EDEN SITE DEVELOPMENT, INC.	10	RIVINGTON PHASE 4	Capital Improvements	563001-53900	\$233,453.22
<b>Check Total</b>							<b>\$233,453.22</b>
<b>CHECK # 2432</b>							
302	02/07/24	MACK INDUSTRIES, INC.	MCI000140785	RIVINGTON PHASE 4	Capital Improvements	563001-53900	\$1,275.00
302	02/07/24	MACK INDUSTRIES, INC.	MCI000140258	RIVINGTON PHASE 4	Capital Improvements	563001-53900	\$11,028.00
<b>Check Total</b>							<b>\$12,303.00</b>
<b>CHECK # 2433</b>							
302	02/08/24	EDEN SITE DEVELOPMENT, INC.	4-2024	RIVINGTON PHASE 4	Capital Improvements	563001-53900	\$638,807.89
<b>Check Total</b>							<b>\$638,807.89</b>
<b>CHECK # DD202</b>							
302	02/01/24	RINKER MATERIALS	28163042-ACH	PHASE 4	Capital Improvements	563001-53900	\$9,310.00
<b>Check Total</b>							<b>\$9,310.00</b>
<b>CHECK # DD203</b>							
302	02/01/24	RINKER MATERIALS	28163046-ACH	RIVINGTON PH 4	Capital Improvements	563001-53900	\$8,842.00
<b>Check Total</b>							<b>\$8,842.00</b>
<b>CHECK # DD204</b>							
302	02/01/24	RINKER MATERIALS	28163044-ACH	RIVINGTON PHS 4	Capital Improvements	563001-53900	\$8,842.00
<b>Check Total</b>							<b>\$8,842.00</b>
<b>CHECK # DD205</b>							
302	02/01/24	RINKER MATERIALS	28163045-ACH	RIVINGTON PHS 4	Capital Improvements	563001-53900	\$8,842.00
<b>Check Total</b>							<b>\$8,842.00</b>
<b>CHECK # DD206</b>							
302	02/01/24	RINKER MATERIALS	28163047-ACH	RIVINGTON PHS 4	Capital Improvements	563001-53900	\$8,842.00
<b>Check Total</b>							<b>\$8,842.00</b>

**RIVINGTON COMMUNITY DEVELOPMENT DISTRICT**

Payment Register by Fund  
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Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
<b>CHECK # DD207</b>								
302	02/01/24	RINKER MATERIALS	28163048-ACH	RIVINGTON PHS 4	Capital Improvements	563001-53900	\$8,842.00	
302	02/01/24	RINKER MATERIALS	28163048-ACH	Payment of Invoice 001130			\$0.00	
							<b>Check Total</b>	<u>\$8,842.00</u>
<b>CHECK # DD208</b>								
302	02/01/24	RINKER MATERIALS	28163043-ACH	RIVINGTON PHS 4	Capital Improvements	563001-53900	\$7,870.00	
							<b>Check Total</b>	<u>\$7,870.00</u>
							<b>Fund Total</b>	<u>\$2,164,296.59</u>
							<b>Total Checks Paid</b>	<b>\$2,795,563.66</b>



# **Subsection 4D**

# **Funding Requests**

**Rivington CDD  
Funding Request #55  
Capital Projects  
10/31/23**

Description		Amount	Ratification or Approval	Comments
<b>Eden Site Development</b>				
Pay Application #1	<u>\$95,470.71</u>	\$95,470.71	R	for ratification
<b>Mark Industries</b>				
Inv# MC100139955	\$41,955.00			
Inv# MC100139973	\$22,464.00			
Inv# MC100140024	\$62,778.00			
Inv# MC100140091	\$27,126.00			
Inv# MC1000140144	\$10,763.00			
Inv# MC1000140196	\$69,270.00			
Inv# MC1000140221	<u>\$10,941.00</u>	\$245,297.00	R	for ratification
<b>Core &amp; Main</b>				
Inv# 800955	\$14,548.75			
Inv# 800982	\$1,731.00			
Inv# 813509	\$3,169.00			
Inv# T826004	\$9,359.15			
Inv# T99620	\$266,607.20			
Inv# T844186	<u>\$8,426.00</u>	\$303,841.10	R	for ratification
<b>Rinker Materials</b>				
Inv# 28060067	\$62,182.00			
Inv# 28069109	\$45,830.00			
Inv# 28076939	\$36,001.60			
Inv# 28082470	\$52,440.00			
Inv# 28117160	\$35,123.20			
Inv# 28130252	<u>\$35,800.00</u>	\$267,376.80	R	for ratification
<b>HR Rivington</b>				
HR Rivington FR#53	<u>-\$1,000.00</u>	-\$1,000.00	R	for ratification
<b>Total Funding Request</b>		<u><u>\$910,985.61</u></u>		

**Rivington CDD  
Funding Request #56  
Capital Projects  
11/30/23**

Description		Amount	Ratification or Approval	Comments
<b>Eden Site Development</b>				
Pay Application #2 11/20/2023	\$65,649.67			
	<u>        </u>	\$65,649.67	R	for ratification
<b>Mack Industries</b>				
MC100140290	\$21,903.00			
MC100140290	\$26,460.00			
MC100140290	\$17,769.00			
MC100140290	\$11,804.00			
MC100140290	\$23,800.00			
MC100140290	\$7,047.00			
MC100140290	\$3,400.00			
	<u>        </u>	\$112,183.00	R	for ratification
<b>Core &amp; Main</b>				
T924930	\$1,389.60			
	<u>        </u>	\$1,389.60	R	for ratification
<b>Rinker Materials</b>				
28163033	\$9,310.00			
28163037	\$9,310.00			
28163042	\$9,310.00			
28163038	\$9,310.00			
28163034	\$9,310.00			
28163040	\$9,310.00			
28163035	\$9,310.00			
28163036	\$9,310.00			
28163039	\$9,310.00			
28163041	\$9,310.00			
28163019	\$8,950.00			
	<u>        </u>	\$102,050.00	R	for ratification
<b>Total Funding Request</b>		<u><u>\$281,272.27</u></u>		

**Rivington CDD  
Funding Request #57  
Capital Projects  
12/31/23**

Description	Amount	Ratification or Approval	Comments
<b>Eden Site Development</b>			
Pay Application #2 11/20/2023	<u>\$233,453.22</u>		
	\$233,453.22	R	for ratification
<b>Mack Industries</b>			
MC1000140258	\$11,028.00		
MC1000140785	<u>\$1,275.00</u>		
	\$12,303.00	R	for ratification
<b>Rinker</b>			
28052346	\$44,210.00		
28163046	\$8,842.00		
28163045	\$8,842.00		
28163044	\$8,842.00		
28163047	\$8,842.00		
28163048	\$8,842.00		
28163043	<u>\$7,870.00</u>		
	\$96,290.00	R	for ratification
<b>Total Funding Request</b>	<u><u><b>\$342,046.22</b></u></u>		

**Rivington CDD  
Funding Request #58  
Capital Projects  
01/31/24**

<b>Description</b>	<b>Amount</b>	<b>Ratification or Approval</b>	<b>Comments</b>
<b>Eden Site Development</b>			
Pay Application #4 1/31/2024	<u>\$638,807.89</u>		
	\$638,807.89	R	for ratification
<b>Total Funding Request</b>	<u><u><b>\$638,807.89</b></u></u>		

**Rivington CDD  
Funding Request #59  
Capital Projects  
02/07/24**

Description	Amount	Ratification or Approval	Comments
<b>Amorock</b>			
Inv# DEG-PC	\$19,441.00		
Inv# DEG-PC-02	\$58,395.00		
Inv# DEG-PC-03	<u>\$38,896.00</u>		
	\$116,732.00	R	for ratification
<b>Ferguson Waterworks</b>			
Inv# 2044421	<u>\$2,960.00</u>		
	\$2,960.00	R	for ratification
<b>Total Funding Request</b>	<u><u>\$119,692.00</u></u>		

**Rivington CDD  
Funding Request #60  
Capital Projects  
02/29/24**

<b>Description</b>	<b>Amount</b>	<b>Ratification or Approval</b>	<b>Comments</b>
Eden Site Development Pay Application #5 2/29/2024	\$947,738.07	R	for ratification
Rinker Invoice#28639846	\$5,206.00	R	for ratification
<b>Total Funding Request</b>	<u>\$5,206.00</u> <u><b>\$952,944.07</b></u>		

# **Subsection 4E**

## **Purchase Orders, Change Orders, and Requisitions**



**RIVINGTON CDD**  
**Vendor: Rinker Materials**  
**Phase 4 - District Direct Purchase**

Purchase Order/Change Order/Inv	Date	Purpose	Amount	Direct Purchase Balance (Cumulative)
#23-02-14-2	2/14/2023	Phase 4 - Materials	\$125,024.00	\$125,024.00
change order #1	3/30/2023	Phase 4 - Materials	\$35,077.00	\$160,101.00
Invoice #26797815	4/6/2023	Phase 4 - Materials	-\$33,066.00	\$127,035.00
Invoice #26798134	4/6/2023	Phase 4 - Materials	-\$11,040.00	\$115,995.00
Invoice #26798135	4/6/2023	Phase 4 - Materials	-\$11,040.00	\$104,955.00
Invoice #26798136	4/6/2023	Phase 4 - Materials	-\$12,260.00	\$92,695.00
Invoice #26806761	4/7/2023	Phase 4 - Materials	-\$56,372.00	\$36,323.00
Invoice #26815534	4/10/2023	Phase 4 - Materials	-\$7,782.00	\$28,541.00
Invoice #26824233	4/7/2023	Phase 4 - Materials	-\$9,422.00	\$19,119.00
Invoice #26833321	4/12/2023	Phase 4 - Materials	-\$10,042.00	\$9,077.00
Invoice #26918652	4/26/2023	Phase 4 - Materials	-\$9,022.00	\$55.00
#23-10-04-1	10/4/2023	Phase 4 - Materials	\$470,922.80	\$470,977.80
Inv# 28052346	10/20/2023	Phase 4 - Materials	-\$44,210.00	\$426,767.80
Inv# 28060067	10/25/2023	Phase 4 - Materials	-\$62,182.00	\$364,585.80
Inv# 28069109	10/27/2023	Phase 4 - Materials	-\$45,830.00	\$318,755.80
Inv# 28076939	10/27/2023	Phase 4 - Materials	-\$36,001.60	\$282,754.20
Inv# 28082470	10/30/2023	Phase 4 - Materials	-\$52,440.00	\$230,314.20
Inv# 28117160	10/31/2023	Phase 4 - Materials	-\$35,123.20	\$195,191.00
Inv# 28130252	10/31/2023	Phase 4 - Materials	-\$35,800.00	\$159,391.00
Inv# 28163033	11/8/2023	Phase 4 - Materials	-\$9,310.00	\$150,081.00
Inv# 28163037	11/8/2023	Phase 4 - Materials	-\$9,310.00	\$140,771.00
Inv# 28163042	11/8/2023	Phase 4 - Materials	-\$9,310.00	\$131,461.00
Inv# 28163038	11/8/2023	Phase 4 - Materials	-\$9,310.00	\$122,151.00
Inv# 28163034	11/8/2023	Phase 4 - Materials	-\$9,310.00	\$112,841.00
Inv# 28163040	11/8/2023	Phase 4 - Materials	-\$9,310.00	\$103,531.00
Inv# 28163035	11/8/2023	Phase 4 - Materials	-\$9,310.00	\$94,221.00
Inv# 28163036	11/8/2023	Phase 4 - Materials	-\$9,310.00	\$84,911.00
Inv# 28163039	11/8/2023	Phase 4 - Materials	-\$9,310.00	\$75,601.00
Inv# 28163041	11/8/2023	Phase 4 - Materials	-\$9,310.00	\$66,291.00
Inv# 28185319	11/15/2023	Phase 4 - Materials	-\$8,950.00	\$57,341.00
Inv# 28163046	11/8/2023	Phase 4 - Materials	-\$8,842.00	\$48,499.00
Inv# 28163045	11/8/2023	Phase 4 - Materials	-\$8,842.00	\$39,657.00
Inv# 28163044	11/8/2023	Phase 4 - Materials	-\$8,842.00	\$30,815.00
Inv# 28163047	11/8/2023	Phase 4 - Materials	-\$8,842.00	\$21,973.00
Inv# 28163048	11/8/2023	Phase 4 - Materials	-\$8,842.00	\$13,131.00
Inv# 28163043	11/8/2023	Phase 4 - Materials	-\$7,870.00	\$5,261.00
Inv# 28639846	2/15/2024	Phase 4 - Materials	-\$5,206.00	\$55.00

**RIVINGTON CDD**  
**Contract with Eden Site Development, Inc. - Phase 4**

<b>Contract/Change Order/ Construction Pay App</b>	<b>Date</b>	<b>Description</b>	<b>Amount</b>	<b>Balance (Cumulative)</b>	<b>Pay Applications</b>	<b>Change Orders</b>
Original	October 01, 2023	Assignment of Contract to District	\$5,876,491.11	\$5,876,491.11		
Change Order	October 10, 2023	Phase 4 public improvements	(\$1,628,120.27)	\$4,248,370.84		
pay app #1	October 26, 2023	Phase 4 public improvements, through October	(\$95,470.71)	\$4,152,900.13		(\$95,470.71)
pay app #2	November 20,2023	Phase 4 public improvements, through November	(\$65,649.67)	\$4,087,250.46		(\$65,649.67)
pay app # 3	December 31,2023	Phase 4 public improvements, through December	(\$233,453.22)	\$3,853,797.24		(\$233,453.22)
Pay app # 4	January 31,2024	Phase 4 public improvements, through January 2024	(\$638,807.89)	\$3,214,989.35		(\$638,807.89)
Pay app # 5	February 29,2024	Phase 4 public improvements, through February 2024	(\$947,738.07)	\$2,267,251.28		(\$947,738.07)
				<b>Totals</b>	<b>(\$1,981,119.56)</b>	<b>\$4,248,370.84</b>
				<b>Net Contract Balance</b>		<b>\$2,267,251.28</b>

# **Subsection 4F**

## **Change Order #6**



" Where commitment is honored "

Change Order		
Project Name	Rivington Phase 4 (Start Up)	
Contractor	HR Rivington, LLC C/O Reader & Partners Assigned to Rivington Community Development District	
Change Order #	6 R1	Date 9/28/2023
Changes of Scope	Sanitary Changes & Adjustments to RCO 5 for Rev 4 Changes	

DESCRIPTION	Qty	Unit	Net Price Unit
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**1 Material**

**Adjustments due to changes received in Sanitary submittals**

4' San Manhole 6'-8' (S419 previous design elevation)	-1	EA	\$ 2,890.00	\$ (2,890.00)
4' San Manhole 8'-10' (S419 new design elevation)	1	EA	\$ 3,647.00	\$ 3,647.00
4' San Manhole 12'-14' (S400 previous design)	-1	EA	\$ 4,036.00	\$ (4,036.00)
4" San Manhole Armorock (S400 new design)	1	EA	\$ 15,432.00	\$ 15,432.00
6' Wetwell	-1	EA	\$ 31,441.00	\$ (31,441.00)
8' Wetwell Armorock	1	EA	\$ 97,845.00	\$ 97,845.00
Delivery & Equip	1	LS	\$ 17,230.00	\$ 17,230.00

**Adjustments to RCO 5 for Rev 4 Plan Changes**

12" RCP (not produced)	-75	LF	\$ 59.76	\$ (4,482.00)
18" RCP	75	LF	\$ 72.90	\$ 5,467.50
12"x12" Yard Drain	-3	EA	\$ 2,340.79	\$ (7,022.37)
8" C900 DR-18 PVC	-80	LF	\$ 45.56	\$ (3,644.80)
Gas Line Pavment Section Change	1	LS	\$ 952.00	\$ 952.00
Tax	1	EA	\$ 5,106.21	\$ 5,106.21
<b>Subtotal Material</b>			<b>\$</b>	<b>\$ 92,163.54</b>

**2. LABOR with Burden**

**Pipe Crew**

Working Forman With Truck	5	HRS	\$ 84.75	\$ 423.75
Excavator Operator	5	HRS	\$ 51.50	\$ 257.50
Skilled Laborers	15	HRS	\$ 38.65	\$ 579.75

<b>Subtotal Labor</b>			<b>\$</b>	<b>\$ 1,261.00</b>
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**3. EQUIPMENT & FUEL**

	5	HRS	\$ 310.00	\$ 1,550.00
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<b>Subtotal Equipment</b>			<b>\$</b>	<b>\$ 1,550.00</b>
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**4. Subcontractor**

	\$ -	\$ -
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<b>Subcontractor Subtotal</b>		<b>\$</b>	<b>\$ -</b>
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<b>Materials + Labor + Equipment + Subcontractor Total</b>		<b>\$</b>	<b>\$ 94,974.54</b>
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<b>5. Overhead and Profit</b>	15%		<b>\$</b>	<b>\$ 14,246.18</b>
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<b>TOTAL</b>		<b>\$</b>	<b>\$ 109,221.00</b>
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We propose to furnish material and labor, complete in accordance with the above specifications, for the sum of:

Conditions and Qualifications



" Where commitment is honored "

Change Order		
Project Name	Rivington Phase 4 (Start Up)	
Contractor	HR Rivington, LLC C/O Reader & Partners Assigned to Rivington Community Development District	
Change Order #	6 R1	Date 9/28/2023
Changes of Scope	Sanitary Changes & Adjustments to RCO 5 for Rev 4 Changes	

DESCRIPTION	Qty	Unit	Net Price Unit
Work to be performed during day time. If night work is required overtime and increase for labor inefficiencies will need to be applied. Armorock shops are still in for approval. Design changes that affect the price are not included and may be addressed in price adjustments.			
Time completion: this change order will require the following number of days to be added into the original contract completion schedule:			
TBD Business days			
Acceptance - The above prices, specifications and conditions are satisfactory and are accepted. You are authorized to do the work as specified. Payment will be made as described above.			

Authorized Signature  
Date of Acceptance

  
 \_\_\_\_\_  
 Dean Barberree 9-29-2023

# **Section 5**

## **Staff Reports**

# **Subsection 5A**

## **Field Manager**

# **Subsection 5A(i)**

## **Field Report**



# **PROJECT 3/11/24, 11:06 AM**

**Rivington CDD**

**Monday, March 11, 2024**

**Prepared For Board Supervisors**

**31 Issues Identified**



### Issue 1 - Leisure World Dr. S (Fence)

Assigned To Inframark

The fence throughout needs pressure washing.



### Issue 2 - Fort Florida Rd. (Both sides)

Assigned To Cepra

The vegetation between the property and Fort Florida Rd needs to be mowed.

Once this dries out we will have this addressed.



### Issue 3 - Fort Florida Rd (Entrance)

Assigned To Inframark

The property wall and sign, along the Fort Florida Rd, have green algae, needs pressure washing.



### Issue 4 - Fort Florida Rd (Entrance)

Assigned To Cepra

The edges at the entrance need to be trimmed.

We will attempt to take care of this the best we can. this area has always been a trouble area due to the pavement.

Since we've been on property, we havent been asked for this to be done.



### Issue 5 - Rivington Dr. (Entrance)

Assigned To Inframark

The sidewalks along the resident property need pressure washing.

Reference: Both sides 708 to 758, and 799 to 742.



### Issue 6 - Rivington Av.

Assigned To Cepra

The palm tree leaves need to be removed.

Recommendation: Keep monitoring the palm tree.

We will be sure to clean these up as we service the property.

Type text here



### Issue 7 - Belgrove St. (Easement Area)

Assigned To Cepra

The tall weeds in the easement area need to be mowed.

Reference:

Behind houses 845, and 847.

This will be mowed during our next mowing rotation.



### Issue 8 - Brynle Ct.

Assigned To Inframark

The fence rail is out of place, Inframark staff has repaired it.



### Issue 9 - Brynle Ct.

Assigned To Cepra

The dead tree branches need to be removed.

This will be taken care of as soon as possible. Type text here



### Issue 10 - Brynle Ct. (Easement)

Assigned To Cepra

The area needs attention. The edges need to be trimmed, and the dried leaves removed.

The crew will address this as we move through our sections.



### Issue 11 - 876 Terrapin Dr. (Pocket Park)

Assigned To Cepra & Inframark

The sidewalks need pressure washing and the area needs mulch.

Mulch will be added to this area.



### Issue 12 - 876 Terrapin Dr. (Pocket Park)

Assigned To Cepra

The ant piles need to be treated.

This will be an on going issue, we will continue to address these mounds as they pop up.

Type text here



### Issue 13 - Terrapin Dr. (Easement)

Assigned To Cepra

The tall weeds near the conservation area needs to be trimmed. Around the drain needs to be mowed.

Recommendation: Please take care of the area when it is dry.

We will have this mowed as we work our way through the property.



### Issue 14 - Hyperion Dr.

Assigned To Cepra

The edges need to be trimmed.

Reference: CDD property from the house 767 to 793.

This will be taken care of as soon as possible.





### Issue 15 - Trillium Ct.

Assigned To Cepra

Along the fence needs to be mowed.

We have been instructed by the developer to allow this to become a natural buffer & to only mow by the sidewalk.



### Issue 16 - Trillium Ct. (Easement)

Assigned To Inframark

Someone has been driving through the easement. gaining access from Barwick Rd and Leisure World Dr. S.



**Issue 17 - 797 Trillium Ct.**

Assigned To Cepra

The leaning tree needs to be fixed.

This will be taken care of as soon as possible.



**Issue 18 - 687 Hyperion Dr.  
(Conservation Area)**

Assigned To Inframark

The debris needs to be picked up in the entrances of the conservation area. Inframark staff on-site picked it up.

Reference: Development next to, is Path Light Pro 407-604-3555.



### Issue 19 - Solaire Ave (Pocket Park)

Assigned To Inframark

Debris at the pocket park. Inframark staff was on-site and picked up.



### Issue 20 - Solaire Ave. (Left Side Pond)

Assigned To Pond Vendor

The ponds located on both sides of Solaire Ave have trash that needs to be picked up. The weeds need to be treated.

We will have this done as soon as possible.



### Issue 21 - Solaire Ave. (Right Side Pond)

Assigned To Pond Vendor

The ponds located on both sides of Solaire Ave have trash that needs to be picked up The weeds need to be treated.

This will be taken care of as soon as possible.



### Issue 22 - 610 Rivington Ave.

Assigned To Cepra

The fallen down tree needs to be replanted.

We will send over a proposal for replacment



### Issue 23 - Clubhouse (Pond Wall)

Assigned To Inframark

The wall throughout the clubhouse has black algae, needs pressure washing.



### Issue 24 - Clubhouse (Dumpster)

Assigned To Inframark

The broken hinges in the dumpster need to be replaced.

Reference: two (2) broken in both sides.



**Issue 25 - Clubhouse (Garden)**

Assigned To Inframark

Debris around the clubhouse garden.

Inframark staff on-site picked up.



**Issue 26 - Clubhouse (Pool Area)**

Assigned To Inframark

The showers need a chain.



### Issue 27 - Clubhouse (Pool Area)

Assigned To Inframark

The Pool equipment box lid needs to be cleaned.



### Issue 28 - Clubhouse (Playground)

Assigned To Cepra

The irrigation needs to be inspected.

This will be taken care of as soon as possible.



### Issue 29 - Clubhouse (Garden)

Assigned To Cepra

The edges need to be trimmed.

We will have this done as we work through our sections.



### Issue 30 - Clubhouse (Garden)

Assigned To Cepra

The edges need to be trimmed.

We will have this done as we work through our sections.





### Issue 31 - Rivington Dr. (Entrance)

Assigned To Cepra

Empty spots needs more grasses.

Recommendation: Cepra needs to submit a proposal.

A proposal will be submitted.

**SOUTHEAST POOLS RESPONSE:** The pool equipment box lids are clean. The painted fiberglass is fading from the sun because there are no sun shades over the equipment boxes. The only thing that can be done is for them to be painted or replaced. They all do that after a couple years if they aren't in the shade.

# **Subsection 5A(ii)**

## **Proposal #34150**



**Proposal**

PO Box 865  
Oakland, FL 34760  
407-287-5622  
CepraLandscape.com

PROPERTY
Rivington Community Development District Fort Florida Rd & Barwick Rd Debary, FL 32713

PROPOSAL #	DATE	
34150	08/30/2023	

DESCRIPTION	
Remove Existing declining/dead Coontie Palms in the roundabout and install Indian Hawthorne to match the other bed.	\$1,145.40

DESCRIPTION	QTY	UNIT\$	TOTAL \$
General Enhancement Labor	3.00	\$55.00	\$165.00
Indian Hawthorne - 3 gal.	40.00	\$18.01	\$720.40
Pine Bark Mulch (Mini) - Bulk Installed	4.00	\$65.00	\$260.00

INCLUDED SERVICES	OCCURS	COST EACH	EXT COST	TOTAL COST
ENHANCEMENT	1	\$1,145.40	\$1,145.40	\$1,145.40
<b>TOTAL:</b>			<b>\$1,145.40</b>	<b>\$1,145.40</b>

**Terms and Conditions**

1. **Scope of Work.** The scope of work to be performed by Contractor is set forth on attached Proposal. If work activity is not set forth in the Proposal, it is not included in the basic scope of work. All material shall conform to bid specifications unless expressly noted otherwise.
2. **Insurance, Licenses and Permits.** Contractor agrees to maintain General Liability insurance coverage, Workers Compensation insurance coverage, and Commercial Automobile insurance coverage as required by law. Contractor also shall comply with all licensing and permit requirements established by any State, County or municipal agency relating to the scope of work.
3. **Subcontractors.** Contractor reserves the right to hire qualified subcontractors to perform work under this Agreement.
4. **Access to Jobsite.** Owner shall ensure Contractor has access to all parts of the jobsite where the Contractor is to perform work as required by this Agreement during normal business hours and other reasonable periods of time. Owner will be responsible to furnish all utilities necessary to perform the work.
5. **Utilities.** Contractor will call Sunshine State One Call of Florida to locate utilities when applicable. Owner is responsible for location of private utilities and contractor cannot be held liable for damage to unmarked utilities.
6. **Compensation.** In exchange for Contractor performing the scope of work described in above, Owner shall pay Contractor in accordance with the pricing terms set forth. Contractor shall issue invoices upon completion of the work for amounts due in accordance with the pricing terms set forth. Amounts invoiced are due upon receipt and shall be considered past due after 15 days from the date of invoice. Past due amounts shall accrue interest at the annual rate of 12%. If Owner disputes or questions any invoice or portion of any invoice, Owner shall provide Contractor with written notification of the basis of the dispute or question within fourteen (14) days of receipt of the invoice or the invoice shall be deemed undisputed and fully payable by Owner. Work performed outside the scope of work described in attached Proposal shall be deemed extra work and shall be invoiced and paid in addition to the base compensation due under this Agreement. Owner agrees that if Owner fails to make payment for more than 60 days after the date of any work provided by Contractor arising out of or relating to this Agreement, then Contractor shall have the right to record a claim of lien against Owner's property to secure payment for labor, materials, equipment and supervision supplied by Contractor for the benefit of Owner's property.
7. **Termination.** This Agreement may be terminated with or without cause by the Owner upon seven (7) days written notice. Owner shall be required to pay for all materials and work completed to the date of termination
8. **Liability.** Contractor and Owner hereby waive any claims against each other for consequential damages or indirect damages of any kind. Contractor shall not be liable to Owner for any claim for property damage or bodily injury unless and to the extent caused by the negligence of Contractor or its employees or subcontractors.
9. **Disputes.** In the event of any litigation arising out of or relating to this Agreement or any related extra work, the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party at both the trial court and appellate court levels. The county and circuit courts in Marion County, Florida shall have sole and exclusive jurisdiction to decide any dispute between the parties, whether sounding in contract or tort and whether legal or equitable in nature, arising out of or relating to this Agreement. The parties hereby waive the right to trial by jury on all claims, counterclaims and defenses otherwise triable to a jury.
10. **Warranty.** All work performed will be guaranteed for one (1) year after completion. In order for warranty to remain in effect, proper maintenance must be performed for the entire length of the warranty period.
11. **Complete Agreement.** This Agreement and attached Proposal represents the complete and integrated agreement of the parties with respect to the subject matter hereof. All prior verbal or written agreements, promises or representations relating to this Agreement and exhibits hereto are hereby merged into this Agreement and do not survive execution of this Agreement.

JERRICA REARD

Customer Printed Name



Customer Signature

8-30-23

Date

WORK ORDER #34150

# **Subsection 5A(iii)**

## **Proposal #34151**



**Proposal**

PO Box 865  
 Oakland, FL 34760  
 407-287-5622  
 CepraLandscape.com

PROPERTY
Rivington Community Development District Fort Florida Rd & Barwick Rd Debary, FL 32713

PROPOSAL #	DATE	
34151	08/30/2023	

DESCRIPTION	
Remove existing Asiatic Jasmine on both side of the main entrance off of Ft Florida. Extend existing Blue Daze slightly on both sides. Install Annuals per provided Renderings in front of the monument signs. Tighten up the remaining bed space with St Augustine on the far east and west side.	\$3,059.00

DESCRIPTION	QTY	UNIT\$	TOTAL \$
4.5" Premium Annual Flower Installation	300.00	\$2.35	\$705.00
Annual Soil (Material Only)	4.00	\$85.00	\$340.00
Blue Daze - 1 gal.	100.00	\$8.26	\$826.00
General Enhancement Labor	12.00	\$55.00	\$660.00
Pine Bark Mulch (Fines) - 3cf Bag Installed	8.00	\$11.00	\$88.00
St. Augustine Sod "Floritam" (Material Only)	400.00	\$1.10	\$440.00

INCLUDED SERVICES	OCCURS	COST EACH	EXT COST	TOTAL COST
ENHANCEMENT	1	\$3,059.00	\$3,059.00	\$3,059.00
<b>TOTAL:</b>			<b>\$3,059.00</b>	<b>\$3,059.00</b>



# **Subsection 5A(iv)**

## **Proposal #36160**





**Proposal**

PO Box 865  
 Oakland, FL 34760  
 407-287-5622  
 CepraLandscape.com

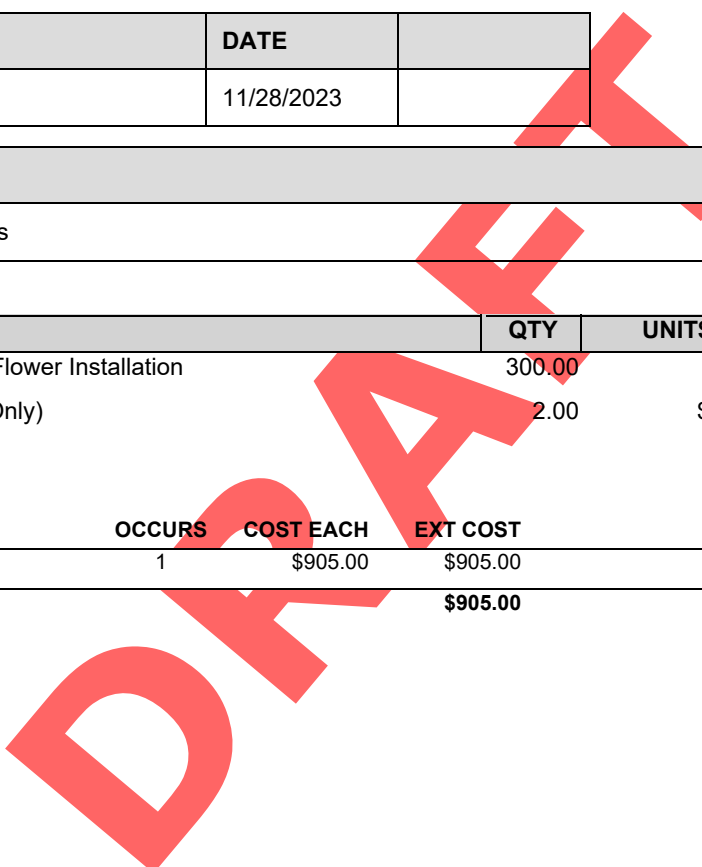
PROPERTY
Rivington Community Development District Fort Florida Rd & Barwick Rd Debarry, FL 32713

PROPOSAL #	DATE	
36160	11/28/2023	

DESCRIPTION	
Winter Annual Flowers	\$905.00

DESCRIPTION	QTY	UNIT\$	TOTAL \$
4.5" Premium Annual Flower Installation	300.00	\$2.45	\$735.00
Annual Soil (Material Only)	2.00	\$85.00	\$170.00

INCLUDED SERVICES	OCCURS	COST EACH	EXT COST	TOTAL COST
ENHANCEMENT	1	\$905.00	\$905.00	\$905.00
<b>TOTAL:</b>			<b>\$905.00</b>	<b>\$905.00</b>



**Terms and Conditions**

1. **Scope of Work.** The scope of work to be performed by Contractor is set forth on attached Proposal. If work activity is not set forth in the Proposal, it is not included in the basic scope of work. All material shall conform to bid specifications unless expressly noted otherwise.
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3. **Subcontractors.** Contractor reserves the right to hire qualified subcontractors to perform work under this Agreement.
4. **Access to Jobsite.** Owner shall ensure Contractor has access to all parts of the jobsite where the Contractor is to perform work as required by this Agreement during normal business hours and other reasonable periods of time. Owner will be responsible to furnish all utilities necessary to perform the work.
5. **Utilities.** Contractor will call Sunshine State One Call of Florida to locate utilities when applicable. Owner is responsible for location of private utilities and contractor cannot be held liable for damage to unmarked utilities.
6. **Compensation.** In exchange for Contractor performing the scope of work described in above, Owner shall pay Contractor in accordance with the pricing terms set forth. Contractor shall issue invoices upon completion of the work for amounts due in accordance with the pricing terms set forth. Amounts invoiced are due upon receipt and shall be considered past due after 15 days from the date of invoice. Past due amounts shall accrue interest at the annual rate of 12%. If Owner disputes or questions any invoice or portion of any invoice, Owner shall provide Contractor with written notification of the basis of the dispute or question within fourteen (14) days of receipt of the invoice or the invoice shall be deemed undisputed and fully payable by Owner. Work performed outside the scope of work described in attached Proposal shall be deemed extra work and shall be invoiced and paid in addition to the base compensation due under this Agreement. Owner agrees that if Owner fails to make payment for more than 60 days after the date of any work provided by Contractor arising out of or relating to this Agreement, then Contractor shall have the right to record a claim of lien against Owner's property to secure payment for labor, materials, equipment and supervision supplied by Contractor for the benefit of Owner's property.
7. **Termination.** This Agreement may be terminated with or without cause by the Owner upon seven (7) days written notice. Owner shall be required to pay for all materials and work completed to the date of termination
8. **Liability.** Contractor and Owner hereby waive any claims against each other for consequential damages or indirect damages of any kind. Contractor shall not be liable to Owner for any claim for property damage or bodily injury unless and to the extent caused by the negligence of Contractor or its employees or subcontractors.
9. **Disputes.** In the event of any litigation arising out of or relating to this Agreement or any related extra work, the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party at both the trial court and appellate court levels. The county and circuit courts in Marion County, Florida shall have sole and exclusive jurisdiction to decide any dispute between the parties, whether sounding in contract or tort and whether legal or equitable in nature, arising out of or relating to this Agreement. The parties hereby waive the right to trial by jury on all claims, counterclaims and defenses otherwise triable to a jury.
10. **Warranty.** All work performed will be guaranteed for one (1) year after completion. In order for warranty to remain in effect, proper maintenance must be performed for the entire length of the warranty period.
11. **Complete Agreement.** This Agreement and attached Proposal represents the complete and integrated agreement of the parties with respect to the subject matter hereof. All prior verbal or written agreements, promises or representations relating to this Agreement and exhibits hereto are hereby merged into this Agreement and do not survive execution of this Agreement.

\_\_\_\_\_  
Customer Printed Name

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

WORK ORDER #36160

# **Subsection 5A(v)**

## **Proposal #37966**



**Proposal**

PO Box 865  
 Oakland, FL 34760  
 407-287-5622  
 CepraLandscape.com

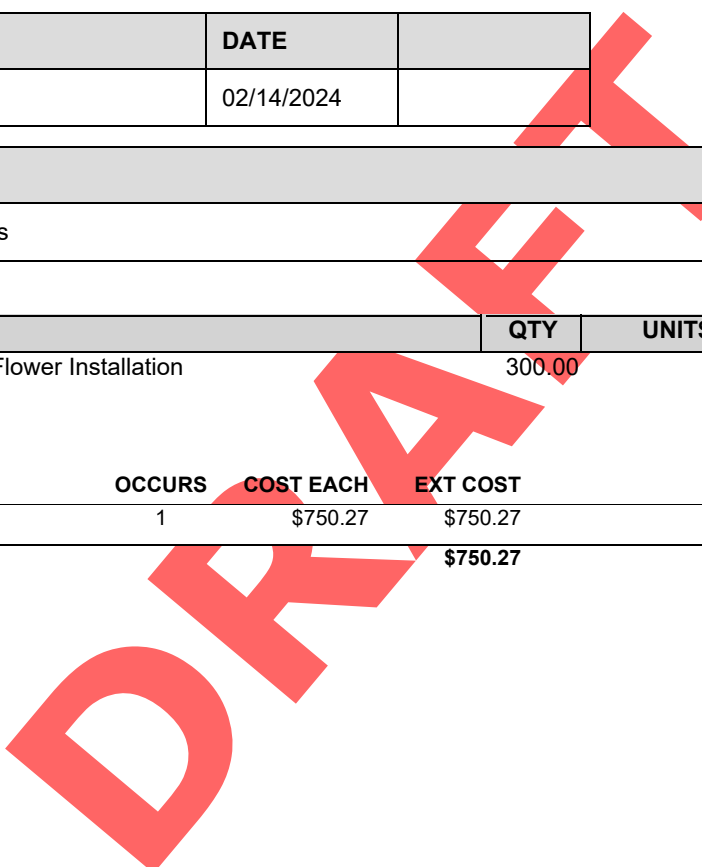
PROPERTY
Rivington Community Development District Fort Florida Rd & Barwick Rd Debarry, FL 32713

PROPOSAL #	DATE	
37966	02/14/2024	

DESCRIPTION	
Spring Annual Flowers	\$750.27

DESCRIPTION	QTY	UNIT\$	TOTAL \$
4.5" Premium Annual Flower Installation	300.00	\$2.50	\$750.27

INCLUDED SERVICES	OCCURS	COST EACH	EXT COST	TOTAL COST
ENHANCEMENT	1	\$750.27	\$750.27	\$750.27
<b>TOTAL:</b>			<b>\$750.27</b>	<b>\$750.27</b>



**Terms and Conditions**

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\_\_\_\_\_  
Customer Printed Name

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

WORK ORDER #37966

# **Subsection 5A(vi)**

## **Proposal #37233**



**Proposal**

PO Box 865  
 Oakland, FL 34760  
 407-287-5622  
 CepraLandscape.com

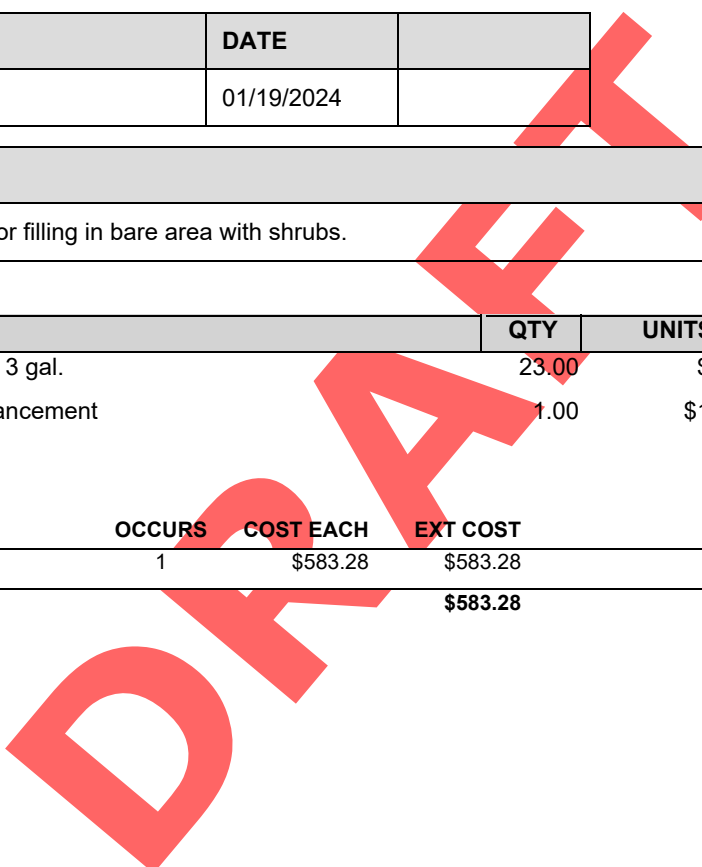
PROPERTY
Rivington Community Development District Fort Florida Rd & Barwick Rd Debarry, FL 32713

PROPOSAL #	DATE	
37233	01/19/2024	

DESCRIPTION	
Requested proposal for filling in bare area with shrubs.	\$583.28

DESCRIPTION	QTY	UNIT\$	TOTAL \$
Arboricola 'Varigated' - 3 gal.	23.00	\$20.53	\$472.28
Irrigation Retrofit- Enhancement	1.00	\$111.00	\$111.00

INCLUDED SERVICES	OCCURS	COST EACH	EXT COST	TOTAL COST
ENHANCEMENT	1	\$583.28	\$583.28	\$583.28
<b>TOTAL:</b>			<b>\$583.28</b>	<b>\$583.28</b>



**Terms and Conditions**

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\_\_\_\_\_  
Customer Printed Name

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

WORK ORDER #37233



**From:** Josh Knox <jknox@cepralandscape.com>  
**Sent:** Monday, January 22, 2024 3:16 PM  
**To:** Montagna, Angel <Angel.Montagna@inframark.com>  
**Cc:** Burgess, Brenda <brenda.burgess@inframark.com>; Satterwhite, Kerry <Kerry.Satterwhite@inframark.com>; Steven Moreno <SMoreno@cepralandscape.com>  
**Subject:** RE: Rivington Field inspection

---

The areas are at the main entry off of Ft Florida in the raised planters by the monument signs on the right and left. There was a photo on the report that Vincent did and requested a proposal, so Steve proposed the Arboricola. Let us know if you have any other questions.

Thanks!

**Josh Knox**  
[jknox@cepralandscape.com](mailto:jknox@cepralandscape.com)  
386-846-2930  
CepraLandscape.com



We're not the biggest landscape company; we're the most dedicated.

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**From:** Montagna, Angel <[Angel.Montagna@inframark.com](mailto:Angel.Montagna@inframark.com)>  
**Sent:** Monday, January 22, 2024 2:42 PM  
**To:** Josh Knox <[jknox@cepralandscape.com](mailto:jknox@cepralandscape.com)>  
**Cc:** Burgess, Brenda <[brenda.burgess@inframark.com](mailto:brenda.burgess@inframark.com)>; Satterwhite, Kerry <[Kerry.Satterwhite@inframark.com](mailto:Kerry.Satterwhite@inframark.com)>  
**Subject:** FW: Rivington Field inspection

Josh – Where are the beds located? I need some detail to present to the Board.

Thank you – Angel

**PLEASE DO NOT REPLY ALL IN ORDER TO AVOID A POSSIBLE SUNSHINE VIOLATION**

**Angel Montagna, LCAM** | Vice President of District Services

<image001.png>

313 Campus Street | Celebration, FL 34747  
**(M)** (813) 576-9748 | [www.inframarkims.com](http://www.inframarkims.com)

# **Subsection 5A(vii)**

## **Proposal #38610**



**Proposal**

PO Box 865  
 Oakland, FL 34760  
 407-287-5622  
 CepraLandscape.com

PROPERTY
Rivington Community Development District Fort Florida Rd & Barwick Rd Debarry, FL 32713

PROPOSAL #	DATE	
38610	03/18/2024	

DESCRIPTION	
Add grasses to empty shrub bed and replace dead Tree. Stake kit and mulch to touch up area requested and mulch for the tree ring on newly installed Tree.	\$1,473.59

DESCRIPTION	QTY	UNIT\$	TOTAL \$
Dump Fees - General Debris	1.00	\$55.56	\$55.56
Fakahatche Grass - 3 gal.	7.00	\$18.41	\$128.87
General Enhancement Labor	6.00	\$60.00	\$360.00
Oak 'Laurel' - 65 gal.	1.00	\$816.67	\$816.67
Pine Bark Mulch (Mini) - 3cf Bag Installed	4.00	\$11.46	\$45.82
Tree Staking Pro 60 - Tree Frog	1.00	\$66.67	\$66.67

INCLUDED SERVICES	OCCURS	COST EACH	EXT COST	TOTAL COST
ENHANCEMENT	1	\$1,473.59	\$1,473.59	\$1,473.59
<b>TOTAL:</b>			<b>\$1,473.59</b>	<b>\$1,473.59</b>

**Terms and Conditions**

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\_\_\_\_\_  
Customer Printed Name

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

WORK ORDER #38610

# **Subsection 5D**

## **Developer**

# **Subsection 5D(i)**

## **City of DeBary Acceptance of Improvements**



February 22, 2024

**RIVINGTON COMMUNITY DEVELOPMENT DISTRICT**

313 Campus Street  
Celebration, FL 34747

**HR RIVINGTON, LLC,**

5850 T.G. Lee Blvd, Ste 200  
Orlando, FL 32822

**RE: Certificate of Completion & Acceptance of Public Improvements Dedicated to the City of DeBary Rivington Phase 1A (Partial) & Phase 1D**

In accordance with City of DeBary ("City") code requirements and the January 7, 2021 Performance and Maintenance Guarantee Agreement ("Agreement") the developer was required to complete the Rivington Phase 1A & 1D subdivision infrastructure improvements described in the Improvement Plan referenced in the Agreement. Based upon the City's inspection and the developer's engineer's certification of completion, the City is deeming the Rivington Phase 1A (partial) & 1D subdivision infrastructure improvements described in the Improvement Plan to be complete. The storm sewage as approved by the St. John's Water Management District remains the maintenance responsibility of the Rivington Community Development District.

The City is hereby accepting operation and maintenance responsibility for that portion of the Rivington Phase 1A (partial) & 1D subdivision infrastructure improvements that were conveyed to or were publicly dedicated to the City by the final plat (including roads, curb, sidewalk, and bike trail in ROW and publicly dedicated easements) and hereby releases the Rivington Community Development District of the infrastructure in these areas for Phase 1A (partial) & 1D under the Agreement. The Rivington Community Development District or the homeowner's association is responsible for operation and maintenance of all subdivision infrastructure improvements that were conveyed or dedicated to them. The Agreement's maintenance obligations and other obligations intended to survive completion of the improvements are not being terminated or released by this correspondence.

Sincerely,

Steven E. Bapp, AICP  
Growth Management Director, City of DeBary





January 10, 2023

**RIVINGTON COMMUNITY DEVELOPMENT DISTRICT**  
313 Campus Street  
Celebration, FL 34747

**HR RIVINGTON, LLC,**  
5850 T.G. Lee Blvd, Ste 200  
Orlando, FL 32822

**RE: Certificate of Completion &  
Acceptance of Public Improvements Dedicated to the City of DeBary  
Rivington Phase 1B**

In accordance with City of DeBary ("City") code requirements and the January 7, 2021 Performance and Maintenance Guarantee Agreement ("Agreement") the developer was required to complete the Rivington Phase 1B subdivision infrastructure improvements described in the Improvement Plan referenced in the Agreement. Based upon the City's inspection and the developer's engineer's certification of completion, the City is deeming the Rivington Phase 1B subdivision infrastructure improvements described in the Improvement Plan to be complete.

The City is hereby accepting operation and maintenance responsibility for that portion of the Rivington Phase 1B subdivision infrastructure improvements that were conveyed to or were publicly dedicated to the City by the final plat (including roads, curb, sidewalk, bike trail and storm drainage in ROW and publicly dedicated easements) and hereby releases the Rivington Community Development District of the infrastructure in these areas for Phase 1b under the Agreement. The Rivington Community Development District or the homeowner's association is responsible for operation and maintenance of all subdivision infrastructure improvements that were conveyed or dedicated to them. The Agreement's maintenance obligations and other obligations intended to survive completion of the improvements are not being terminated or released by this correspondence.

Sincerely,

Steven E. Bapp, AICP  
Growth Management Director  
City of DeBary

