

***Remington
Community Development District***

Agenda

January 31, 2023

AGENDA

Remington Community Development District Agenda

January 24, 2023

Board of Supervisors
Remington Community
Development District

Dear Board Members,

The Board of Supervisors of the Remington Community Development District will meet **Tuesday, January 31, 2023, at 6:00 p.m. at the Remington Recreation Center, 2651 Remington Blvd., Kissimmee, FL 34744.** Following is the advance agenda for the meeting:

Board of Supervisors Meeting

- I. Roll Call
- II. Modifications to Agenda
- III. Security Report from DSI Security Services
- IV. Public Comment Period
- V. Approval of Minutes of the November 29, 2022, Audit Committee and Board of Supervisors Meetings
- VI. Ratification of Audit Services Agreement- Dibartolo, McBee, Hartley & Barnes
- VII. Ratification of Data Sharing Agreement with Osceola County Property Appraiser
- VIII. Staff Reports
 - A. Attorney
 1. Review of Florida Department of Transportation Purchase Agreement
 2. Review of Temporary Agreement for HOA Food Truck Event
 - B. Engineer
 - C. District Manager's Report
 1. Approval of Check Register
 2. Balance Sheet and Income Statement
 3. Presentation of OCSO Reports
 4. Field Manager's Report
- IX. Supervisor's Requests
- X. Next Meeting Date- February 28, 2023
- XI. Adjournment

MINUTES

**MINUTES OF MEETING
REMINGTON
COMMUNITY DEVELOPMENT DISTRICT**

The Audit Committee meeting of the Board of Supervisors of the Remington Community Development District was held on Tuesday, **November 29, 2022** at 6:00 p.m. at the Remington Recreation Center, 2651 Remington Boulevard, Kissimmee, Florida.

Present and constituting a quorum:

Kenneth Soukup	Chairman
Pam Zaresk	Vice Chair
Brian (Ken) Brown	Assistant Secretary
Tim Mehrlich	Assistant Secretary
David Jaisingh	Assistant Secretary

Also present:

Jason Showe	District Manager
Scott Clark	District Counsel
Pete Glasscock	HWA
Alan Scheerer	Field Manager
William McLeod (<i>via phone</i>)	DSI Security Services
Residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Soukup called the meeting to order at 6:00 p.m. and Mr. Showe called the roll. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Showe: Only members of staff and the Audit Committee are present.

THIRD ORDER OF BUSINESS

**Review of Proposals and Tally of Audit
Committee Members Rankings**

Mr. Showe: Two bids are received for the audit. We received a bid from Grau & Associates (Grau) and one from DiBartolomeo, McBee, Hartley & Barnes, P.A. (DiBartolomeo) If you go strictly based off of price, that will give DiBartolomeo 20 points and Grau 17 points,

based off on the formula for pricing. I think both firms are well equipped to handle the audit. We worked with both of them before. The previous audit did not get their bid submitted on time so they couldn't be included in this, so these are both new firms for the District. I think both prices are comparable and I think you'll be happy with both companies. We'll obviously work with either company the Audit Committee selects. Scott, I don't know if there are any recommendations for how to rank those.

Mr. Clark: There are two ways to go, if there is a recommendation from the Board on which one to rank as one and which one to rank as two, you need to make a motion.

Mr. Soukup: Are there any questions on the proposals?

Mr. Mehrlich: The distance of these firms location-wise, how important is it?

Mr. Showe: Typically, they don't come to our office to get the records. Almost everything is transmitted electronically. We have servers that access all of the records. We email them back and forth. It may be 10 years ago. I think now pretty much everything is handled digitally. I think our most important thing is that they get the audit completed on time. That is our big thing. We provide them everything electronically. So, I would say that's probably not critical. We have some firms that are 90 miles away. I know Grau has offices all throughout the State.

Mr. Mehrlich: Okay.

Mr. Soukup: Are there any other questions on the proposals?

Ms. Zaresk: Is there any sense in going through this all? Other than price, I don't see any difference.

Mr. Showe: That's why we include price because the firms that bid are generally qualified. We work with all of them.

Ms. Zaresk: Are there any concerns?

Mr. Showe: No. If the Board is amenable to rank by price, then you would rank DiBartolomeo, McBee, Hartley & Barnes, P.A. number one and Grau & Associates number two. You can just make a consensus motion for that if Scott is amenable.

On MOTION by Ms. Zaresk seconded by Mr. Brown with all in favor accepting the ranking of DiBartolomeo, McBee, Hartley & Barnes, P.A. as the number one ranked firm to provide auditing services and Grau & Associates number two was approved.
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FIFTH ORDER OF BUSINESS

Adjournment

Mr. Showe: We need a motion to adjourn the Audit Committee.

On MOTION by Mr. Mehrlich seconded by Ms. Zaresk with all in favor the Audit Committee Meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

**MINUTES OF MEETING
REMINGTON
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Remington Community Development District was held on Tuesday, **November 29, 2022** at 6:00 p.m. at the Remington Recreation Center, 2651 Remington Boulevard, Kissimmee, Florida.

Present and constituting a quorum:

Kenneth Soukup	Chairman
Pam Zaresk	Vice Chair
Brian (Ken) Brown	Assistant Secretary
Tim Mehrlich	Assistant Secretary
David Jaisingh	Assistant Secretary

Also present:

Jason Showe	District Manager
Scott Clark	District Counsel
Pete Glasscock	HWA
Alan Scheerer	Field Manager
William McLeod	DSI Security Services
Residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Soukup called the meeting to order at 6:00 p.m. and Mr. Showe called the roll. All Supervisors were present.

SECOND ORDER OF BUSINESS

Modifications to Agenda

Mr. Showe: We have none.

THIRD ORDER OF BUSINESS

Security Report from DSI Security Services

Mr. Soukup: That brings us to the Security Report.

Mr. McLeod: Yes, sir. Between last month and this month, we had 8,439 residents at the Partin Settlement Road gate and 1,327 visitors. The E. Lakeshore Boulevard gate had 4,510 residents and 898 visitors. We issued at 186 citations and had one tow.

Mr. Soukup: Are there any questions on the report?

Mr. Mehrlich: How do you get the numbers of people that come through?

Mr. McLeod: We take the sheets and then we count them. There's no counter or anything like that. We just count what our officers input on the sheet.

Mr. Mehrlich: I apologize for accusing the guy of lying. I'm out of the corporate world a little bit, so my e-mails aren't always perfect and I apologize for that. In retrospect, I think the guy was lying, but the gates were functioning fine. The guy just had the gate open. He was sitting back in his chair and letting people go through. It was 2:00 a.m. and I had a couple of glasses of wine. I should have waited until the next morning to send an e-mail. I don't think it was horrible.

Mr. McLeod: No, it wasn't.

Mr. Mehrlich: I just accused the guy of lying. It was like I said in the e-mail, these guys are getting quite a bit of money or Security is getting quite a bit of money. Individually, it's not enough to rent an apartment, necessarily. I think we're getting to the point of where they should do the basic scope of the work. I drove through last night and it was not as late. I don't know if it was 11:00 p.m. or Midnight or somewhere around there. I drove through the guest gate on purpose because both gates were in fact closed. The guy opened it for the car in front of me. There's no way he looked at his tag. He didn't even ask for his address. He didn't even ask my address. He just let me drive through. I guess in the scheme of things, that's acceptable and you're going to get your tag on video. I don't know. It seems like it gets closed with the amount of money that we are giving you. I think we just wrote the check for \$23,000 or \$28,000 and that's a lot of freaking money.

Mr. McLeod: It is a lot.

Mr. Jaisingh: I've experienced the same thing where the gates were being left open. If the barcodes aren't working, all of the cars just go through.

Mr. McLeod: Well, that's a different issue with barcodes. Let me explain to you what happens with that. The residents lose their minds. I'm telling you there's a lot of abuse that goes on the gates. I'm not excusing my officer's behavior. Absolutely. They should be challenging everybody, but if it doesn't open and my officer challenges a resident, it becomes nasty.

Mr. Mehrlich: Yeah.

Mr. McLeod: It is human nature to say, "*Screw it*" and throw up the gate and not deal with it. Because if the gates are not operating properly, then the officers do get a lot of kickback, whether they're doing their job or not. It gets hard on them and I understand that. I do the best that I can with the officers and I know it's getting to the point where like Mr. Mehrlich said, I'm getting to where I'm going to have to replace the officer to show the other officers that, number 1, I'm not afraid of replacing anybody, but number 2, it's expected that they do their job out here.

Mr. Jaisingh: In this month, November, how many times have the gates malfunctioned, specifically at Lakeshore?

Mr. McLeod: Sir, I couldn't tell you that.

Mr. Scheerer: At the Lakeshore gate, if I may, the barcode scanner or BAI has been disabled for almost six weeks or so, since Hurricane Nicole. We had issues with the first hurricane, we thought we got it resolved. We did have a meeting last month. We had the other hurricane. From my understanding, I sent an e-mail to security with a copy to Jason, that BAI Corporation that manufactures that, ordered a new power source. That was installed yesterday. So, with perspective, that barcode has been a problem.

Mr. Jaisingh: Okay. But security is able to open it because they open it for me.

Mr. Scheerer: Yeah.

Mr. Jaisingh: When he opens it, he just leaves it open. He doesn't ask anyone.

Mr. Scheerer: It should close if they put it back into a neutral position with the switch, because there's a switch. The remote only operates the guest lane. It doesn't operate the resident lane. They have a switch and it's a three-way switch, it's up, then down and middle. When it's in operation, they open it and then put it back into the neutral position. Then the gate should close.

Mr. Soukup: Do they have cones that they can put down to direct them?

Mr. Scheerer: Yeah. They all have cones.

Mr. Showe: Again, I think that's part of what Bill is saying. We've done that approach to start with. If we know that the barcode reader is not functioning, we try to close that lane and direct everybody through. What ends up happening is people get really upset. They get hung up. We had a lady that called and basically threatened, "*I'm just going to remove the cones. If you do that to me again, I'm just going to come up,*" and she did. She pulled up, removed the cones and then everybody just drove through anyway and the guard was tied up with visitors.

Mr. Scheerer: I'm not saying that's the case all the time obviously.

Mr. Showe: Correct. I always told her that's not the proper thing she should be doing.

Mr. Jaisingh: Definitely not. The barcodes should be operating properly.

Mr. Showe: We are going to find out today.

Mr. Scheerer: We're hoping to get some feedback this evening from security. That was prepared yesterday.

Mr. Jaisingh: Okay.

Mr. Scheerer: Lakeshore should be good. Part of my Manager's Report, which I'm going to say now, is if it doesn't work, they've done everything they feel that they can do. It's the oldest barcode reader that we have here. The software compared to Partin Settlement, there are two different softwares. So, they are going to recommend that we replace it. It is about \$15,000.

Mr. McLeod: Concerning the guards, I don't like to lose business or anything, but we do have a software product that is not that expensive. It's definitely not as expensive as the guard service. I don't know if you've ever been to a community that has them, but basically, it's an entry system where you can scan your license and it will allow you entry. If the license won't scan, there is a monitor there. They can actually talk to a live person and that person can grant access at that point. It's really not as expensive as the guard service. If that's something the Board wants to lean towards, I can offer a bid on that or a proposal.

Mr. Jaisingh: Will that eliminate the person at the gate itself?

Mr. McLeod: It eliminates the person at the gate. It's a monitored system.

Mr. Soukup: That's for one lane, right? We'll still have the resident gates.

Mr. Jaisingh: Both lanes, right?

Mr. Scheerer: You'd have to do both. Then where do you put the monitor for the resident lane because that means the passenger will have to put the ID?

Mr. Soukup: Exactly.

Mr. Scheerer: Or everybody would have to come through one gate, which wouldn't work up here.

Mr. Soukup: No.

Mr. Jaisingh: No.

Mr. Scheerer: It's a thought.

Ms. Zaresk: Not to mention the fact that I don't feel we should get away from having roving patrols.

Mr. Soukup: No.

Ms. Zaresk: So, we would still have the expense.

Mr. Showe: Well, I think the intent might be to increase roving patrol to offset the savings.

Mr. McLeod: Right.

Mr. Showe: Most of our communities have mixed interpretations of that remote access system. It's obviously going to be a lot more inconvenient for some people who get stuck. If your barcode reader is not reading, then everybody has to get processed through there.

Mr. McLeod: Correct.

Ms. Zaresk: But given the public access here is that even viable?

Mr. Showe: They can't deny access. Ultimately, their remote is going to be just like the guard. They're going to let them through but they have to put their ID in. Again, most of our facilities, I think they like having the actual person there as a presence, but some places have gone to that remote access as well.

Mr. Mehrlich: Yeah. I think if they just open and close the gate and there's just a visible presence of somebody there, that works for us, but if they just to sit back in their chair, open a door, and just wave and allow through...

Mr. Jaisingh: Just allow cars through. I think that's the main objection right here for both of us, that they just open up and let everyone through.

Mr. Mehrlich: Even last night, I don't think he did it 100%, but it was acceptable because the guy did have the gate closed. We did pull through. He didn't ask all of the questions that they used to ask.

Mr. Soukup: I came last night through the guest lane and he said, "*Hi. You can go.*" I assume the camera got us.

Mr. McLeod: Right.

Mr. Scheerer: The camera got you.

Mr. McLeod: That's better than just leaving the gates wide open.

Mr. Soukup: Yes. I think asking the people some question like that, gives at least some presence of security.

Mr. McLeod: Right.

Mr. Jaisingh: The whole idea is to deter from having any and all people that come through there. I've seen a lot of reports where people are stealing catalytic converters off of cars in driveways. We just don't want any issues to happen here where the gates are open at night, especially at night and people are just coming through and security is not showing a presence like they really care about the job. Crooks don't care when security is there and asleep.

Mr. Soukup: Yeah. They're looking for soft target to hit.

Mr. Jaisingh: If security is weak.

Mr. Soukup: They are coming in.

Mr. Jaisingh: Right away. They don't care about that threat of security. They will come through. So, the idea is just to have that presence, question if we are residents. At least get out of the chair and say something.

Mr. McLeod: Absolutely.

Mr. Scheerer: I can't argue with that.

Mr. Showe: Yeah.

Mr. Jaisingh: I haven't really had issues with security since I've been here. But I've noticed that they are a little bit lax in motivation at night. I've been coming a little late, you know, holiday season and kind of noticed that.

Ms. Zaresk: How are we doing with parking?

Mr. McLeod: Great. We did 186 tickets in the last 30 days. I had a very nice gentleman call me on Thanksgiving Day and cuss me out because my officer was standing between his car and threatened to hurt the officer if he put a sticker on his car. So again, these guys do work really hard for you and they're not sleeping all the time. I'm not dismissing what you see and everything, but we deal with a lot of issues actually that you guys don't see. We write reports and everything for the tickets unless some of them, Jason can attest, some of them don't get that right. They will forget to put addresses on it and everything and it drives me nuts. Please note that I'm constantly counseling and trying to help them along individually as well, but we are ticketing a lot.

Ms. Zaresk: So how many tickets did we issue?

Mr. McLeod: 186 and we towed one vehicle.

Ms. Zaresk: Okay.

Mr. McLeod: We called for a tow a few times but they got out there in time.

Ms. Zaresk: Okay. Thank you.

Mr. Soukup: Are there any other questions? Hearing none,

FOURTH ORDER OF BUSINESS

Public Comment Period

Mr. Soukup: That's brings us to the public comment period. No one is here, so we'll proceed to organizational matters.

FIFTH ORDER OF BUSINESS

Organizational Matters

A. Administration of Oaths to Newly Appointed Board Members

Mr. Showe, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Mehrlich, Ms. Zaresk and Mr. Brown.

B. Consideration of Resolution 2023-01 Electing Officers

Mr. Showe: After every election, we are required to complete a new election of officers. Obviously, the Board is staying the same, but if you would like, you can keep that slate of officers the same or you can change those officers. Typically, the Board will fill in the Chair and Vice Chair and we'll fill in the rest. It's up to the Board.

Ms. Zaresk: I'm in favor of keeping the Chair the same.

Mr. Showe: Okay.

Ms. Zaresk MOVED to appoint Ken Brown as Chairman and Mr. Mehrlich seconded the motion.

Mr. Showe: I will read the resolution into the record and you can approve the resolution as read. We have Mr. Soukup as Chair, Ms. Zaresk as Vice Chair, Mr. George Flint as Secretary Mr. Brown, Mr. Mehrlich, Mr. Jaisingh and Mr. Showe as Assistant Secretaries, Mr. Showe as Treasurer and Ms. Katie Costa as Assistant Treasurer. We need a motion to approve Resolution 2023-01 as read.

On MOTION by Mr. Brown seconded by Mr. Mehrlich with all in favor, Resolution 2023-01 Electing Officers as stated was adopted.
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SIXTH ORDER OF BUSINESS

Approval of Minutes of the October 25, 2022 Meeting

Mr. Soukup: That brings us to the approval of the minutes.

Mr. Showe: In your agenda, we have the minutes not only from the October 25th meeting, but also the Audit Committee meeting. We'd like an approval for both of those.

Mr. Clark: Before we do that, on Page 4 of the October minutes, the amount of \$130,000 was correct, but the narrative for the motion was \$13,000.

Mr. Showe: Okay. We'll correct it.

Mr. Soukup: Good job. Are there any other corrections? Hearing none,

On MOTION by Ms. Zaresk seconded by Mr. Brown with all in favor the Minutes of the October 25, 2022 Meetings were approved as amended.

SEVENTH ORDER OF BUSINESS

Acceptance of Ranking of the Audit Committee and Authorizing Staff to Send a Notice of Intent to Award

Mr. Showe: Earlier the Audit Committee was held and the Board ranked DiBartolomeo, McBee, Hartley & Barnes, P.A. as the number one ranked auditor. So, we need a motion from the Board to accept that ranking and authorize staff to send an Intent to Award.

On MOTION by Mr. Brown seconded by Mr. Jaisingh with all in favor the ranking of the Audit Committee selecting DiBartolomeo, McBee, Hartley & Barnes, P.A. as the number one ranked firm for auditing services and sending an Intent to Award was approved.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Showe: Scott?

Mr. Clark: The Board approved the counteroffer at the last meeting of \$55,000 for the Turnpike property and \$130,000 for the Partin Settlement Road easement. The Turnpike one has progressed with some additional question and answer and discussion. I don't believe that they are getting some fairly serious consideration for something close to what we countered on. The Partin Settlement Road easement, I just got an okay to talk about it and a little less kumbaya, but we'll see.

Mr. Soukup: Don't expect much before the end of the year.

Mr. Clark: I expect the Turnpike will get back to me before our next meeting. I expect something definitive, but I'm not so sure about the Partin Settlement Road one. They'll have to give us some response. The Turnpike did send a form to me authorizing me to be the negotiating representative, which the Chairman will need to sign. Put that in the stack, Jason so that they can conclude the deal. That's it. I don't have anything else.

B. Engineer

Mr. Soukup: Engineer.

Mr. Glasscock: I have two things. There's a pothole on Somerset Place Drive. I did go by there and look at it to see if I could determine where it was coming from. I looked in a manhole. I didn't see any signs of any turf washing into the manhole, so I don't know why its failing. You have a couple of options. You can have Alan and his crew do a cold patch on it for the time being and watch it to see if it progresses or you can have someone come in and do a hot patch on it and do the same thing. The hot patch will be a little bit bigger. We can fill in the depressed area, but it could still come back. Of course, for each one of these options, you can have a contractor come in here and dig it up and hunt down why its depressed. There are no wet spots. I think with all of the rain, the water table came up or came down, the roadway settled and the pothole manifested right there. That's what I think, but when we did all of the repaving, it seems like there was some sort of issue in that area. I went back through all of the pictures that I took and I don't have any pictures of that, but something is tickling in the back of my head. I would suggest that we do a cold patch. It won't last long, but it would at least let us see.

Mr. Soukup: Was that section one that we did in the last repaving?

Mr. Glasscock: I would have to go back. I just think that with the hurricane, the water table came up so fast and went down and then up again.

Mr. Soukup: Sure.

Mr. Glasscock: We did have a very wet summer this year too. So, I just have a sneaking suspicion that this kind of migrated. If not, a cold patch will at least show that we've done something and I'll keep an eye on it as I come through here. If anything changes, I'll get with Alan. The other issue are the speed humps. I couldn't get a hold of anyone to give me prices before

Thanksgiving, but I did get two contractors that said they would look at it and I'm expecting to have prices back to me next week. So that's where we are at for speed humps.

Mr. Soukup: Okay.

Mr. Jaisingh: Is there someone that drives these streets after storms to check and see the potholes? Do you have a report on the pothole right in front of the 55 community as you come in?

Mr. Scheerer: Yeah. We are aware of that one. We'll do them all at the same time.

Mr. Glasscock: We'll keep a close eye on it and if they get bigger...

Mr. Jaisingh: I noticed that it went from about 8 inches to about 20 inches.

Mr. Scheerer: It's not really a pothole. It's just the top layer that is coming off. So, we'll cut that out and do a hot patch. I know someone who does hot patches.

Mr. Glasscock: If you do a hot patch on that one, Alan, we might as well go ahead and do a hot patch on the others.

Mr. Scheerer: If I do them, I'll do them all, to try to get them to last as long as possible.

Mr. Glasscock: I'll keep an eye on that one. If I come to here in my travels, I'll see if it shows back up.

Mr. Soukup: Okay.

Mr. Brown: There are a couple of speed humps, I don't know which ones, that are getting bad from the breaking.

Mr. Scheerer: Yeah. I'll work with Pete on what to best do with that because those approach a main road.

Mr. Glasscock: I was just telling another community how well these held up because we did one with regular asphalt and when we went back and re-did them, we put binder on it and they held up fantastically.

Mr. Scheerer: I think this one right out here, has some problems. There's one a little further down where we obviously have to reset the pavers.

Mr. Jaisingh: I don't know if you guys have seen the Amazon drivers and the FedEx guys coming through with two guys in the truck and the rate of speed that they're traveling on these roads as they hit the brakes. I don't understand.

Mr. Glasscock: One thing too, I believe that we did this road out here in 2008, so we're coming up on 14 years.

Ms. Zaresk: It's been a long time.

Mr. Glasscock: So, we're coming up to the end of our life expectancy for a repave. It only happens at the speed humps.

Mr. Scheerer: No, we've got some issues at the Partin Settlement Road gate coming in and all of that stuff that Junior did.

Mr. Glasscock: But all of the things right there in the breaking area...

Mr. Scheerer: No, as you come in through the gate, you'll see it. Come by through during the day and you'll see lot of that top layer of asphalt starting to come off. Its right by the school. It may just be because of the amount of traffic right there. I don't know. Obviously with the school, people are staging there to drop-off and pick-up kids and all of that. I'll take a look at it, but you're right, this whole thing was done by Junior.

Mr. Jaisingh: I want to say that it was 2008.

Mr. Scheerer: It's been a while, but you're probably right, it's something we are going to have to look at.

Mr. Soukup: We also have two storm drains that was Spalding concrete. There's one all the way out as you are going out.

Mr. Scheerer: That's on the inlet?

Mr. Soukup: On the actual inlet itself, where the rebar is exposed. Do they have to cut the rebar and patch it?

Mr. Glasscock: We can't patch them. Usually where the rebar is exposed, you almost have to start looking at replacing the top.

Mr. Scheerer: We can look at that. Nothing is going to happen with it now.

Mr. Soukup: Exactly.

Mr. Glasscock: If its \$10,000, we can go ahead and patch it. When rebar has been exposed, it becomes a safety hazard.

C. District Manager's Report

1. Approval of Check Register

Mr. Soukup: That brings us to the District Manager's Report.

Mr. Showe: The first thing that we have is approval of the Check Register. In your General Fund, we have Checks #6871 through #6886 for \$46,564.96. Alan and I can answer any questions on those invoices should you have any.

Mr. Soukup: Are there any questions on the invoices?

Ms. Zaresk: No questions.

On MOTION by Ms. Zaresk seconded by Mr. Mehrlich with all in favor the October 1, 2022 through October 31, 2022 Check Register in the amount of \$46,564.96 were approved.

2. Balance Sheet and Income Statement

Mr. Showe: Next is the Balance Sheet and Income Statement. No action is required by the Board. It's a little difficult obviously to read any trends right now because there's only one month worth of actuals, but we're in pretty good shape there.

3. Presentation of OCSO Reports

Mr. Showe: We've also included any Osceola County Sheriff's Office Reports that we get. Those were included with the agenda.

4. Field Manager's Report

Mr. Showe: We can have Alan go through his Field Manager's Report.

Mr. Scheerer: Thank you. The Amenity Center is in good shape. The Fitness Center is in good shape. The pool is in good shape. It's nice and cool so nobody is using it right now. There are not a whole lot of issues. We spoke briefly about the BAI, which is the barcode system and the problems we've had with that. Again, I've sent emails out to the rover and management for security to let me know if they're having any issues at Lakeshore. Leona, who used to be the Rec Center Officer is really good. She has my cell. She'll text me and call me. I haven't heard from her so I'm assuming everything may be well, but we'll continue to monitor that. Again, as I stated, if the problem persists, they are going to recommend replacing the whole unit. I'll work with Jason and staff and we'll let the Board know what's going on with that. The ponds are in good shape. Things have kind of settled down out here. I still meet with REW on a regular basis. New annuals were installed. The pine straw was installed. They're doing some off-season every other week mowing now. We are in our winter schedule, so they have a lot more time to spend on detailing on their off weeks. The Board will recall that it approved \$25,000 in our Capital Fund for street tree trimming at South Hampton, Southbridge Circle, which is at the very end of Knightsbridge on your left, Waters Edge and Strathmore, which have all been completed. That will leave us with Brookstone, Crown Ridge and Owenshire for next year. That will be the end of the three-year allotment of the

\$25,000. The company I think, did a really good job. I was very fortunate to follow the trash guy through some of these neighborhoods. Mrs. Bill Oteri in Water's Edge called me saying that it wasn't high enough and the guy passed with flying colors. They stopped me to find out what the heck I was doing. He got out of his truck. We are checking the clearance because we just did the trees. The resident at 200 Farington showed up a few months back asking about the trees next to her home. Those were recently trimmed and now she's saying we trim too much. Sorry, but I think everything looks really good and we're going to schedule the stump grinder as you recall. Some of the root systems are headed towards the house. We are going to come in on CDD property and grind that all up, just like you would if you cut down the trees. We don't have a date right now, but we're trying to get it done as quickly as possible. Some of the contractual street tree work is beginning. I know they're working on Remington Boulevard. I don't think they're done with Remington Boulevard. John with REW and I will be meeting on Friday morning like we always do between 8:00 a.m. and 8:30 a.m. We will look at all the work and make sure that we didn't miss anything and make whatever adjustments we need to the tree height to make sure we continue that clearance. They will be working as soon as they can on the remainder of the trees on Knightsbridge and a few other places. The basketball nets were replaced. The pressure washing is complete on Remington Boulevard and Knightsbridge Boulevard. We're hoping to get the Christmas lights up this week on the guardhouses and the Rec Center. Now, I'm sure you may or may not be aware that the HOA backed out and I have no Christmas lights for the two entrances. That will be a discussion that we'll have to have.

Mr. Jaisingh: Who put up the previous lights? The HOA?

Mr. Scheerer: I'm assuming that the HOA did.

Mr. Soukup: The volunteers did it.

Mr. Mehrlich: There is a mishmash of lights though.

Mr. Scheerer: We do have experience with companies that come in and probably do a pretty decent job for a decent amount of money, depending on how decent you want it to be.

Ms. Zaresk: A decent amount of money.

Mr. Scheerer: Jason and I will work on that and we'll try to get some information for you for next year, unless you could find a handful of volunteers to do that. Chet does that work for us and he doesn't charge you for that. I don't know if he will be willing to do everything out here for no cost, but that's something we can look at in the future.

Mr. Mehrlich: So that's something you will look at for next year?

Mr. Showe: Yeah.

Mr. Scheerer: We try to look at it as a budget item.

Mr. Mehrlich: Even if we just wrap the poles or something?

Mr. Soukup: And the three monuments.

Mr. Mehrlich: Yeah. Just something you know.

Mr. Showe: Typically, the cost gets into like wrapping the Palm trees. They might be able to do something simple on the two monuments.

Mr. Scheerer: I think the two monument we have on Lakeshore are just amazing.

Mr. Soukup: Absolutely.

Mr. Scheerer: They look great and I think we can take advantages of that entrance and maybe the gazebo. Instead of doing the guardhouse, maybe we can do the gazebo.

Mr. Soukup: Exactly. I like that.

Mr. Scheerer: That's something we can look at and then you know, the center monument over on Partin Settlement is not bad. It's not as iconic as the two entrances at Golf Vista.

Mr. Soukup: Maybe the front of it.

Mr. Scheerer: We'll get the front. We can do something minimal and then see who complains about what was done. So, we'll look at doing that and provide a number in the budget. Like you said, I know Jason has some communities.

Mr. Showe: We have a new company that's doing it in Brevard. This is their first year, so once we see how they do, we might bring them here. They are not going to give us a bid now anyway.

Mr. Scheerer: Chet is finishing up some sidewalk grinding at another property. As soon as he gets done, we'll see the dust fly out here. The sidewalks were pressure washed along Remington Boulevard and Knightsbridge. I think that came out really well. We have new flags installed at both locations and we have some crosswalks signs down here. The trash can that the Board asked me to get, they no longer make that same old trash can after all of these years. So, I'm trying to find a replacement. We do have one at the baseball field. This one will go on the basketball court side, next to the sand volleyball. Somewhere in there for the kids. Like I said, I think the tree work went well. I'm really happy with the work the guys did. I found no mess after they were done and I had people wanting him to trim trees. We did not remove or trim any dead trees between the

sidewalk and curb. That falls to the homeowner and we did not trim any decorative prune trees, the circles, the mushroom caps, whatever. We did not do any of those because that's a specialty trim. Those are the same protocols we followed the previous years, even when we did street tree trimming for the Pavement Management Plan. With that I can answer any questions you might have.

Mr. Mehrlich: The Christmas lights?

Mr. Scheerer: We were talking about the Christmas lights.

Mr. Mehrlich: I understand, but you were talking about it falling under the budget and it can get expensive or whatnot. I was thinking maybe if it gets out of hand, we can maybe get some volunteers.

Mr. Showe: That's certainly an option. Some of our communities go one of two ways. Typically, they'll bring in a professional company like were talking about. They will put up the displays, they take it down, they store them and do the whole thing or they allow the community to have volunteers and coordinate that effort in the community.

Mr. Mehrlich: The problem that the HOA has in my opinion with the lights, is they have a mishmash of lights that plug in. I put the lights up one year for myself and my family, but you just need consistency in the types and styles of lights and it's a mishmash and a mishmash of ideas. Some people wanted stuff. Some people wanted lights and there was just no one theme. We need a theme either lights or colors or ornaments or something. If you buy professional lights or good LED lights, they will last a long time.

Mr. Jaisingh: I was going to suggest that we buy them.

Mr. Scheerer: If you hire a company, you will own the lights.

Mr. Showe: Sometimes.

Mr. Scheerer: But you can make arrangements to buy and own them. They just store them or you store them and you'll always have them.

Mr. Showe: Some buy the lights and some will basically lease you the lights, so they own the lights, which may be a benefit because if something breaks, they have to repair them.

Mr. Scheerer: They have to fix them and if a gfi trips, they have to come out and reset it.

Mr. Mehrlich: Where would we store the lights?

Mr. Soukup: Well, if they own them, they do it.

Mr. Showe: If you use a company, they typically will store them.

Mr. Scheerer: We actually have an attic.

Mr. Showe: We have room.

Mr. Jaisingh: We have an attic in the event that we somehow decide that right after the holidays we should buy lights.

Mr. Scheerer: Yeah. There is attic access right here. Believe it or not the old security camera, the monitor and the computer and everything has its own little boxed in air-conditioned storage space. You just pull the ladder down, walk up and that's how you get upstairs. We've got plenty of room.

Mr. Showe: So, we have storage.

Mr. Jaisingh: Alright. Because I want it to be very Christmassy.

Ms. Zaresk: I love it too, but I feel a little concern about us talking on the role of doing the lights, because again, our budget is tax-based. When we have to go fight for money to get the things done to keep the community in good shape, the thought of a line item in there that says we pay whatever it is, I'm not saying we shouldn't, but it's one of those items that I guess I'm very sensitive to, when we start doing budgets with people.

Mr. Soukup: That's the decision we'll make once we know the numbers.

Ms. Zaresk: Yeah. Exactly.

Mr. Scheerer: We'll just investigate it.

Mr. Showe: We'll bring it back to you early enough if you decide that you don't want to pursue it any more.

Ms. Zaresk: To your point, I think it would be really nice if the Master HOA had maybe put out an all call for everybody that might be interested.

Mr. Scheerer: As I said, we do it on a volunteer basis.

Ms. Zaresk: What I'm saying is when the Master HOA does stuff at my place, we don't hear about it. Rightfully so, however, what you're talking about is an issue that goes kind of beyond the HOA. You may find people in our community that would be happy to come and help.

Mr. Mehrlich: The do-it-yourself doesn't work really well. It's too hard to get everybody together. You have to plug them in a certain place. If they fall off, who is going to go back and redo it? What if somebody gets electrocuted plugging these things in?

Ms. Zaresk: I get it. I totally get it.

Mr. Mehrlich: I did it. When they fell off, I sent the boy out here to put them back up. The biggest pain was having this mishmash of stuff. I said, "*Why did you buy this garbage?*" Can we ask the community? Can you find out if people wanted to spend the money for it. I would spend \$10 to put lights on the guardhouse.

Mr. Scheerer: Let's get some numbers together and see what it's going to be like. If assessments go up, they are all going to come and ask why.

Mr. Brown: We can get everybody together on the golf course again.

Mr. Showe: Have a big party.

Mr. Scheerer: Instead of having National Night Out at both entrances, you can have National Christmas Light Out.

Mr. Soukup: Mr. Brown, do you have a question?

Mr. Brown: Yes. Two things. One, thanks for getting that sign fixed quickly. Those guys were out here the next day. When you're out on Friday, can you drive through and look at the cul-de-sacs in this neighborhood and see if the one I live on is the only one that the street sweeper cannot make the turn into? I suspect it's not.

Mr. Scheerer: Sure.

Mr. Brown: My neighbor and I never see the street sweeper. I know it's because he can't make the turn.

Mr. Scheerer: He can make the turn. He can back up and make a turn as best he can as long as there are no vehicles there.

Mr. Brown: I wonder if it's not going on where I live, if the outside turn isn't getting swept.

Mr. Mehrlich: A year ago, he did mine like fifty times. He just kept going back and forth.

Mr. Jaisingh: I haven't seen him. I clean my own. I've been cleaning my own curb for a long time.

NINTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Showe: That brings us to Supervisor's Requests. Ms. Zaresk?

Ms. Zaresk: No request, just a point of information. I believe that the agreement that we needed for having security go through Club Villas got transmitted finally today.

Mr. Showe: I received it at 5:33 p.m.

Ms. Zaresk: That's because we have a meeting tomorrow night and she wanted to be able to say that it was done.

Mr. Showe: I have received it.

Ms. Zaresk: Okay. So anyway, I guess we're in order with that now. Other than that, I have no requests.

Mr. Soukup: Mr. Brown?

Mr. Brown: No.

Mr. Soukup: Mr. Jaisingh?

Mr. Jaisingh: Nothing.

TENTH ORDER OF BUSINESS

Next Meeting Date – December 20, 2022

Mr. Soukup: Our next meeting is set for December 20th.

ELEVENTH ORDER OF BUSINESS

Adjournment

Mr. Soukup adjourned the meeting.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION VI

December 14, 2022

Remington Community Development District
Board of Supervisors

We are pleased to confirm our understanding of the services we are to provide Remington Community Development District, ("the District") for the fiscal years ended September 30, 2022, 2023, 2024, 2025 and 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the District as of and for the years ended September 30, 2022, 2023, 2024, 2025 and 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited.

1. Management's Discussion and Analysis
2. Budgetary comparison schedule

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. 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, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statements of Remington Community Development District in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making information available for the drafting of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that 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 of each opinion unit taken as a whole.

You are responsible for 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 government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

Subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of DiBartolomeo, McBee, Hartley & Barnes, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jim Hartley is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our fees for these services are not to exceed \$2,850 for the year ending 2022, \$2,950 for the year ending 2023, \$3,000 for year ending 2024, \$3,150 for year ending 2025 and \$3,250 for the year ending 2026, respectively. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary or if additional Bonds are issued, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Either party may unilaterally terminate this agreement, with or without cause, upon thirty (30) days written notice. Upon any termination of this Agreement, the District will pay all invoices for services rendered prior to the date of the notice of termination but subject to any offsets that the District may have. Pursuant to Section 218.391, Florida Statutes, all invoices for fees or other compensation must be submitted in sufficient detail to demonstrate compliance with the terms of this engagement.

We shall take all necessary steps to ensure that the audit is completed in a timely fashion so that the financial reports and audits may be approved by the District's Board of Supervisors within 180 days after the end of the fiscal year under review.

We agree and understand that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agree to cooperate with public record requests made there under. In connection with this Agreement, we agree to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Among other requirements, we will:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the auditor does not transfer the records to the District.

- d. Upon completion of this 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. If the auditor transfers all public records to the District upon completion of this Agreement, the auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records 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.

Reporting

We will issue a written report upon completion of our audit of Remington Community Development District's financial statements. Our report will be addressed to the Board of Supervisors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to Remington Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

DiBartolomeo, McBee, Hartley & Barnes

DiBartolomeo, McBee, Hartley & Barnes, P.A.

RESPONSE:

This letter correctly sets forth the understanding of Remington Community Development District.

Management signature: *[Signature]*

Title: *District Manager*

Date: *12/21/20*

SECTION VII



KATRINA S. SCARBOROUGH, CFA, CCF, MCF

OSCEOLA COUNTY PROPERTY APPRAISER

Remington CDD

This Data Sharing And Usage Agreement, hereafter referred to as "Agreement," establishes the terms and conditions under which the **Remington CDD**, hereafter referred to as agency, can acquire and use Osceola County Property Appraiser (OCPA) data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

Please note the referenced statute has amended as of October 1, 2021. The paragraph below reflects the changes.

The confidentiality of personal identifying and location information including: names, mailing address, or any other descriptive property information that may reveal identity or home address pertaining to parcels owned by individuals that have received exempt/confidential status, hereafter referred to as confidential personal identifying and location information, **will be protected as follows:**

1. The **agency** will not release confidential personal identifying and location information that may reveal identifying and location information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the confidential personal identifying and location information in the results of data analysis (including maps) in any manner that would reveal personal identifying and location information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all State laws and regulations governing the confidentiality of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying and location information is released.
6. The terms of this Agreement shall commence on **January 1, 2023** and shall run until **December 31, 2023**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually for the following year.

IN WITNESS THEREOF, both the Osceola County Property Appraiser, through its duly authorized representative, and the **agency**, through its duly authorized representative, have hereunto executed this Data Sharing and Usage Agreement as of the last below written date.

OSCEOLA COUNTY PROPERTY APPRAISER

Signature: _____

Print: Katrina S. Scarborough

Date: _____

Remington CDD

Signature: 

Print: Jason M. Shaw

Title: District Manager

Date: 1/4/23

Please return signed original copy, no later than January 31, 2023

2505 E IRLO BRONSON MEMORIAL HWY
KISSIMMEE, FL 34744
(407) 742-5000

INFO@PROPERTY-APPRAISER.ORG • PROPERTY-APPRAISER.ORG

SECTION VIII

SECTION A

SECTION 1

PURCHASE AGREEMENT

ITEM SEGMENT NO.: 4361941
DISTRICT: 08
FEDERAL PROJECT NO.: N/A
STATE ROAD NO.: 91
COUNTY: Osceola
PARCEL NO.: 100

Seller: Remington Community Development District, a local unit of special purpose government

Buyer: State of Florida, Department of Transportation

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property:

(a) **Estate Being Purchased:** ☒ Fee Simple ☐ Permanent Easement ☐ Temporary Easement ☐ Leasehold

(b) **Real Property Described As:** 4361941 parcel 100. See attached legal description.

(c) **Personal Property:** N/A

(d) **Outdoor Advertising Structure(s) Permit Number(s):** N/A

Buildings, Structures, Fixtures and Other Improvements Owned By Others: N/A

These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

(a) **Real Property**

Land	1. \$ <u>21,850.00</u>
Improvements	2. \$ <u>8,100.00</u>
Real Estate Damages (Severance/Cost-to-Cure)	3. \$ <u>20,050.00</u>

Total Real Property 4. \$ 50,000.00

(b) **Total Personal Property** 5. \$ 0.00

(c) **Fees and Costs**

Attorney Fees	6. \$ <u>4,950.00</u>
Appraiser Fees	7. \$ <u>0.00</u>

_____ Fee(s)	8. \$ <u>0.00</u>

Total Fees and Costs 9. \$ 4,950.00

(d) **Total Business Damages** 10. \$ 0.00

(e) **Total of Other Costs** 11. \$ 0.00

List: _____

Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) \$ 54,950.00

Total Global Settlement Amount

(f) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer at Closing \$ 0.00

(g) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer upon surrender of possession or _____ \$ 0.00

III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Other: Buyer and Seller agree all fees, costs and business damage claims associated with this agreement are identified in Section II of this agreement.

- (j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure Affidavit in accordance with **Section 286.23, Florida Statutes**.

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- ☐ There is an addendum to this agreement. Page _____ is made a part of this agreement.
☒ There is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711, Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of this agreement.

Seller(s)

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Buyer

State of Florida Department of Transportation

BY: _____
Signature Date

Nicole Sorg, Deputy Right of Way Manager- Production
Type or Print Name and Title

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted Final Agency Acceptance this ____ day of _____, ____.

BY: _____
Signature Type or Print Name and Title

Legal Review: _____ Date

George K. Gaskell, Esq., Assistant General Counsel
Type or Print Name and Title

ADDITIONAL SIGNATURES

SELLER(S):

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

PREPARED BY: Herman D. Williams. III, P.S.M.
DATE: 12/20/2021

PARCEL NO. 100
F.P. ID: 436194-1
FLORIDA'S TURNPIKE
STATE ROAD NO. 91
COUNTY: OSCEOLA

FEE SIMPLE LIMITED ACCESS RIGHT-OF-WAY

THAT PART OF:

A portion of Tract H, Remington – Phase 1, as recorded in Plat Book 8, Page 121, of the Public Records of Osceola county, Florida, lying in Section 19, Township 25 South, Range 30 East, Osceola County, Florida, more particularly described as follows:

Begin at the Northwest corner of said Tract H, also being a point on the existing Easterly Limited Access right of way line of State Road 91 (Florida's Turnpike); thence departing said existing Easterly Limited Access right of way line North $89^{\circ}57'29''$ East along the North line of said Tract H a distance of 1059.97 feet; thence departing the North line of Tract H, run South $36^{\circ}54'51''$ West a distance of 639.93 feet to a point on the said existing Easterly Limited Access right of way line; thence North $53^{\circ}04'04''$ West, along said existing Easterly Limited Access right of way line, a distance of 683.78 to the point of curvature of a curve concave to the Northeasterly and having a radius of 5529.58 feet; thence run Northwesterly 163.26 feet along the arc of said curve through a central angle of $01^{\circ}41'30''$, having a chord distance of 163.26 feet and a chord bearing of North $52^{\circ}13'19''$ West to a point on said curve and the POINT OF BEGINNING.

Containing 6.242 acres, more or less.

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

575-030-27
RIGHT OF WAY
10/16

Remington Community Development District
219 E. Livingston St
Orlando, FL 32801

ITEM/SEGMENT NO.:	4361941
MANAGING DISTRICT:	08
F.A.P. NO.:	N/A
STATE ROAD NO.:	91
COUNTY:	Osceola
PARCEL NO.:	100

The Florida Department of Transportation will be acquiring, or has acquired property owned by you for a transportation project or will be processing a payment to you related to the above referenced parcel. Federal regulations require that we report this transaction to the Internal Revenue Service (IRS), therefore we must obtain your correct Taxpayer Identification Number (TIN).

If you fail to furnish your correct TIN you may be subject to an IRS penalty. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

See the attached instruction for how to enter names and TINs. If you have any questions please let us know.

Name	Phone Number
Business Name , if different from above	Phone Number
Address (number, street, and apt. or suite no.)	OWNERSHIP INTEREST
City, State, and ZIP Code	<input type="checkbox"/> Sole Owner <input type="checkbox"/> Part Owner with _____ % interest <input type="checkbox"/> Not Applicable (Vendor Only)

TAXPAYER IDENTIFICATION NUMBER (TIN)

For individuals, this is your social security number (SSN): _____ - _____ - _____

For other entities, it is your employer identification number (EIN): _____ - _____

If you do not have a TIN, see attached instructions for How to get a TIN.

Below, choose one number that accurately describes the business or the individual.

- ☐ **1 - CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL CORPORATION**
(A corporation formed under the laws of any state within the United states.)
- ☐ **2 - NOT FOR PROFIT CORPORATION** (Section 501(c)(3) Internal Revenue Code)
- ☐ **3 - PARTNERSHIP, JOINT VENTURE, ESTATE, TRUST OR MULTIPLE MEMBER LLC**
- ☐ **4 - INDIVIDUAL, SOLE PROPRIETOR, SELF EMPLOYED OR SINGLE MEMBER LLC**
- ☐ **5 - NONCORPORATE RENTAL AGENT**
- ☐ **6 - GOVERNMENTAL ENTITY** (City, County, State or U.S. Government)
- ☐ **7 - FOREIGN CORPORATION OR ENTITY** (A foreign entity formed under the laws of a country other than the United States.) If YES is marked below, complete and attach Form W-8ECI.
Is income effectively connected with business in the United States? ☐ YES ☐ NO
- ☐ **8 - NONRESIDENT ALIEN** (An individual temporarily in the U.S. who is not a U.S. citizen or resident.)

CERTIFICATION

Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).

Sign Here _____ **Date** _____
Title _____ **Email (optional)** _____



Florida Department of Transportation

RON DESANTIS
GOVERNOR

Office of Right of Way
P. O. Box 613069
Orlando, FL 34761

KEVIN J. THIBAUT, P.E.
SECRETARY

Remington Community Development District,
a local unit of special purpose government
219 E. Livingston St
Orlando, FL 32801

ITEM/SEGMENT NO.:	<u>4361941</u>
MANAGING DISTRICT:	<u>TPK</u>
F.A.P. NO.:	<u>N/A</u>
STATE ROAD NO.:	<u>91</u>
COUNTY:	<u>Osceola</u>
PARCEL NO.:	<u>100</u>

Dear Property Owner,

Subject: Public Disclosure Notice (For All Persons and Entities Except Trusts)

Section 286.23, Florida Statutes, (F.S.) requires persons or entities holding real property in the form of a corporation or partnership to disclose in writing, under oath, and subject to the penalties prescribed for perjury, his/her name and address and the names and addresses of every person having a beneficial interest in such property. The Department must receive disclosure at least 10 days prior to the real estate closing by which the Department acquires the property or within 48 hours after the Department deposits the required monies into the registry of the court pursuant to an Order of Taking in condemnation. To assist you in complying with the disclosure requirement, we have enclosed a copy of **Section 286.23, F.S.** and an affidavit for you to complete and return to this office at:

American Acquisition Group, LLC - Attn.: Christopher Scodius - 711 N. Sherrill Street, Suite B, Tampa, FL 33609

Please Note:

You are not required to disclose a beneficial interest in an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to **Chapter 517, Florida Statutes**, whose interest is for sale to the general public. For nonpublic entities, you are also not required to disclose persons or entities holding less than 5% of the beneficial interest in the disclosing entity.

If you have any questions please contact Christopher Scodius, Consultant Project Manager at 727-804-1388.

Sincerely,

Paul Satchfield

District Right of Way Manager

By:

ChSS

Agent's Signature

Christopher S. Scodius, Consultant Project Manager

Name (Please Print or Type)

Enclosures: Section 286.23, Florida Statutes, Public Disclosure Affidavit (For All Persons and Entities Except Trusts)

Section 286.23, Florida Statutes

286.23 Real property conveyed to public agency; disclosure of beneficial interests; notice; exemptions.--

(1) Any person or entity holding real property in the form of a partnership, limited partnership, corporation, trust, or any form of representative capacity whatsoever for others, except as otherwise provided in this section, shall, before entering into any contract whereby such real property held in representative capacity is sold, leased, taken by eminent domain, or otherwise conveyed to the state or any local governmental unit, or an agency of either, make a public disclosure in writing, under oath and subject to the penalties prescribed for perjury, which shall state his or her name and address and the name and address of every person having a beneficial interest in the real property, however small or minimal. This written disclosure shall be made to the chief officer, or to his or her officially designated representative, of the state, local governmental unit, or agency of either, with which the transaction is made at least 10 days prior to the time of closing or, in the case of an eminent domain taking, within 48 hours after the time when the required sum is deposited in the registry of the court. Notice of the deposit shall be made to the person or entity by registered or certified mail before the 48-hour period begins.

(2) The state or local governmental unit, or an agency of either, shall send written notice by registered mail to the person required to make disclosures under this section, prior to the time when such disclosures are required to be made, which written request shall also inform the person required to make such disclosure that such disclosure must be made under oath, subject to the penalties prescribed for perjury.

(3)(a) The beneficial interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to chapter 517, whose interest is for sale to the general public, is hereby exempt from the provisions of this section. When disclosure of persons having beneficial interests in nonpublic entities is required, the entity or person shall not be required by the provisions of this section to disclose persons or entities holding less than 5 percent of the beneficial interest in the disclosing entity.

(b) In the case of an eminent domain taking, any entity or person other than a public officer or public employee, holding real property in the form of a trust which was created more than 3 years prior to the deposit of the required sum in the registry of the court, is hereby exempt from the provisions of this section. However, in order to qualify for the exemption set forth in this section, the trustee of such trust shall be required to certify within 48 hours after such deposit, under penalty of perjury, that no public officer or public employee has any beneficial interest whatsoever in such trust. Disclosure of any changes in the trust instrument or of persons having beneficial interest in the trust shall be made if such changes occurred during the 3 years prior to the deposit of said sum in the registry of the court.

(4) This section shall be liberally construed to accomplish the purpose of requiring the identification of the actual parties benefiting from any transaction with a governmental unit or agency involving the procurement of the ownership or use of property by such governmental unit or agency.

History.--ss. 1, 2, 3, 4, 5, ch. 74-174; s. 1, ch. 77-174; s. 72, ch. 86-186; s. 7, ch. 91-56; s. 212, ch. 95-148.

ITEM/SEGMENT NO.: 4361941
MANAGING DISTRICT: TPK
F.A.P. NO.: N/A
STATE ROAD NO.: 91
COUNTY: Osceola
PARCEL NO.: 100

Public Disclosure Affidavit (For All Persons and Entities Except Trust)

I, the undersigned, under penalty of perjury, affirm that I hold the title for, or represent

_____ in the capacity of
Name of Corporation, Partnership, etc.
_____ and; my full name
Affiant's Title (President, V.P., etc.)
and address is _____

_____ ; and
Affiant's Name and Address
_____ holds legal title to
Name of Corporation, Partnership, etc.

the real estate described in **Attachment "A"** to this affidavit; and (select appropriate option)

☐ The names and addresses of all persons who hold a beneficial interest in the real estate are listed on **Attachment "B"** to this affidavit.

☐ All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the real estate is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to **Chapter 517, Florida Statutes**, whose interest is for sale to the general public.

☐ This is a nonpublic entity, and I elect not to disclose the names of persons or entities holding less than 5% of the beneficial interest in this entity.

Affiant's Signature

STATE OF FLORIDA
COUNTY OF _____

Print or Type Name of Affiant

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this
_____ day of _____, _____ by _____ as
(name of person)

_____ for _____
(type of authority) (name of party on behalf of whom instrument was executed)

Signature of Notary Public – State of Florida: _____

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

(Print, Type, or Stamp Commissioned Name of Notary Public)

Attachment A
Insert Legal Description

FEE SIMPLE LIMITED ACCESS RIGHT-OF-WAY

THAT PART OF:

A portion of Tract H, Remington – Phase 1, as recorded in Plat Book 8, Page 121, of the Public Records of Osceola county, Florida, lying in Section 19, Township 25 South, Range 30 East, Osceola County, Florida, more particularly described as follows:

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Containing 6.242 acres, more or less.

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

Attachment “B”

DIRECT PAYMENT AUTHORIZATION

To: Joseph Jeffers, District Right of Way Manager
Florida's Turnpike Enterprise
P.O. Box 613069
Ocoee, FL 34761

Re: Item/Segment #: 4361941
FAP #: N/A
State Road #: 91
County: Osceola
Parcel #(s): 100

Dear Sir:

This is to advise that I have retained the following to provide reports and/or assistance to me during your acquisition of the above referenced property:

Attorney: Clark & Albaugh, LLP
FIN #: _____

Appraiser: _____
FIN #: _____

Engineer: _____
FIN #: _____

Other: _____
FIN #: _____

- ☐ I hereby request that fees to which I am entitled under the provisions of Chapter 337.21, Florida Statutes, be paid directly to each of these providers in accordance with the individual invoices either attached here to or provided under separate cover.
- ☒ I hereby request that all compensation to which I am entitled, including fees, be paid collectively under one warrant to the above referenced Attorney's Trust Account. It will be the Attorneys' responsibility to distribute all compensation as appropriate to me and the various service providers with which they have subcontracted.

Property Owner Date

Property Owner Date

Printed Name

Printed Name

NOTE: All Owners Must Sign

SECTION 2

REMINGTON PROPERTY USE AGREEMENT

This **REMINGTON PROPERTY USE AGREEMENT** ("Agreement") is made and entered into as of the ____ day of _____, 2023, by and between **REMINGTON COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government, with its principal offices at 219 E. Livingston Street, , Orlando, FL 32801 ("CDD"), and **REMINGTON MASTER HOMEOWNERS ASSOCIATION, INC.**, a Florida Not For Profit Corporation, whose address is 2995 Remington Blvd., Kissimmee, FL 34743 ("ASSOCIATION").

WITNESSETH:

WHEREAS, CDD is the owner of that certain land located at 2651 Remington Boulevard, Kissimmee, Florida 34744 in Osceola County, Florida (the "Recreation Center");

WHEREAS, ASSOCIATION desires to use the Recreation Center to host a Food Truck activity ("Food Truck Night") for the benefit of the residents of Remington on the date or dates and times set forth on Exhibit "A";

WHEREAS, CDD and ASSOCIATION deem it to be in the public interest to provide for usage rights with respect to the Recreation Center parking lot areas for the Food Truck Night; and

WHEREAS, CDD and ASSOCIATION desire to enter into this Agreement to provide for usage rights and maintenance responsibilities for the Food Truck Night.

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CDD and ASSOCIATION hereby covenant and agree to and with each other as follows:

A. RECITALS.

The recitals set forth above are true and correct and are incorporated herein by this reference.

B. USE OF RECREATION CENTER AREAS.

1. The CDD hereby grants to ASSOCIATION, subject to the terms and conditions of this Agreement, a non-exclusive license for use of the Recreation Center parking lot, in locations designated by the CDD, for the Food Truck Night, on the date or dates and times set forth in Exhibit "A."

The schedule for use of the Recreation Center Parking areas for the Food Truck Night set forth in Exhibit "A" may be modified at any time during the Term only upon the mutual written agreement of the CDD and ASSOCIATION.

2. During such times ASSOCIATION has the right to use the Recreation Center parking areas under this Agreement, ASSOCIATION shall provide full supervision of its activities at the Recreation Center, in such a manner as to ensure the safety of ASSOCIATION's students and the safety and protection of the Recreation Center from misuse or damage. ASSOCIATION indemnifies and holds CDD harmless from any loss or damage that may arise from ASSOCIATION's use of the Recreation Areas under this Agreement, including, without limitation, any damage to property or personal injury that may arise from such use. ASSOCIATION agrees to hire an off-duty Osceola County Deputy to provide security and traffic control during the time of any Food Truck Night event under this Agreement.

C. TERM

1. The initial term of this Agreement ("Initial Term") shall be one (1) year, unless earlier terminated as provided below.

2. After the Initial Term, this Agreement shall be subject to renewal for successive one (1) year renewal terms ("Renewal Term") (the Initial Term and any Renewal Term(s), collectively, the "Term") by action taken at a CDD Board meeting.

D. OPERATING REQUIREMENTS.

1. During the Food Truck Night event, ASSOCIATION shall, at its sole cost and expense, keep the Recreation Center and parking areas in a neat and clean condition during and immediately after use by ASSOCIATION. Cleaning the Recreation Center includes bagging and placing in a designated area all trash and garbage generated by ASSOCIATION's use. CDD will provide direction as to location of the event and associated parking so as to not unduly interfere with other operations at the Recreation Center.

2. Compliance with all Legal Rules

With respect to the Recreation Center, ASSOCIATION shall, at its sole expense, comply with all present and future valid and applicable laws, ordinances, and regulations of the Federal Government, the State of Florida, CDD, and agencies of any of the foregoing (including, but not limited to, those agencies involved with zoning, health and sanitary conditions, safety, and fire prevention). ASSOCIATION shall not allow the Recreation Center to be used for any illegal, unsafe, or immoral purpose. ASSOCIATION shall use the Recreation Center on a non-discriminatory basis. CDD's rules, regulations and policies are available at www.remingtoncdd.com or upon request from the CDD.

E. INDEMNIFICATION AND LIABILITY INSURANCE REQUIRED.

1. Notwithstanding any other provision in this Agreement to the contrary, each party to this Agreement agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims, suits, liability, demands, damages, costs and expenses of whatsoever kind or nature (including without limitation reasonable attorneys' and paralegals' fees incurred,

whether or not suit be brought) against the other party, and accordingly, ASSOCIATION shall, defend, indemnify and hold harmless the CDD, its agents, employees and elected officials) at all times from and against said claims arising out of ASSOCIATION's negligent acts, errors and omissions in connection with this Agreement, or the negligent acts, errors and omissions of anyone acting under its direction, control, or on its behalf.

2. ASSOCIATION shall maintain, throughout the Term, commercial general liability insurance including, with limits of liability not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit, per occurrence, with a deductible no greater than Two Thousand Five Hundred and No/100 Dollars (\$2,500.00), and with no deductible unless the insurer is required to pay claims from first dollar without a requirement that ASSOCIATION pay its deductible prior to that time; and (b) automobile liability insurance (any auto including owned autos, non-owned autos and hired autos) in the amount of not less than One Hundred Thousand and No/100 Dollars (\$100,000.00) per occurrence and Three Hundred Thousand and No/100 Dollars (\$300,000.00) aggregate for bodily injury and Fifty Thousand and No/100 Dollars (\$50,000.00) for property damage, with a maximum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) self-insured retention or deductible amount. The insurance required hereunder shall also provide that it is primary insurance as respects any other valid and collectible insurance ASSOCIATION or any of the other additional insureds may possess, including any self-insured retention or deductible amount any of them may have, and that any other insurance carried by any of them shall be considered excess insurance only. Said insurance policy shall also name the CDD as an additional insured.

F. TERMINATION.

Upon a material breach of any provision of this Agreement, the non-breaching party may notify the breaching party of such breach in writing. If the breaching party has not cured such breach within thirty (30) days after receipt of such written notice, the non-breaching party may elect to terminate this Agreement, in which event the Agreement shall terminate thirty (30) days after such written notice is received by the breaching party. Notwithstanding the foregoing, the CDD may terminate this Agreement at any time upon sixty (60) days' notice for any reason or no reason at all. If a criminal act or serious personal injury (one requiring hospitalization) occurs during the Use Hours, CDD may terminate or suspend this Agreement without prior notice.

G. MISCELLANEOUS PROVISIONS.

1. No Other Parties. This Agreement is solely for the benefit of the parties executing the Agreement and no rights are intended, nor shall any rights accrue, to any third party, unless otherwise expressly provided in this Agreement.

2. No Assignment. ASSOCIATION shall not assign this Agreement without the prior written approval of CDD.

3. Laws of Florida. This Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida.

4. Settlements in Osceola County. All claims, controversies or disputes relating to this Agreement shall be settled as required by the Agreement or by law or in equity in Osceola County, Florida.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any specific matters not contained herein and supersedes all previous discussions, understandings and agreements with respect to those matters. No amendment to the Agreement shall be made except in writing signed by both parties hereto.

6. Severability. If any sentence, phrase, paragraph provision or portion of this Agreement is held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be considered an independent provision and the finding shall have no effect on the validity of the balance of this Agreement.

7. Attorneys' Fees. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial, on appeal, or in any administrative, arbitration, mediation or bankruptcy proceeding.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement.

9. No Recording. Neither this Agreement nor any notice of this Agreement shall be recorded in the Official Records of Osceola County, and any attempt to record this Agreement or such notice shall result in the immediate termination of this Agreement.

10. Public Records. The CDD is subject to the requirements of Ch. 119, Fla. Stat. pertaining to Public Records ("Public Records Law"). As such, all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the CDD in connection with the transaction of its official business are public records. In connection with this Agreement, ASSOCIATION shall comply with the Public Records Law, including without limitation the following:

a. Keep and maintain public records as required by the Public Records Law as it relates to this Agreement.

b. Upon the request of the CDD's custodian of public records, provide the CDD with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following termination of the Agreement if ASSOCIATION does not transfer the records to the CDD.

d. Upon termination of the Agreement, transfer, at no cost, to the CDD District all public records in ASSOCIATION's possession or keep and maintain public records as required by the Public Records Law. If ASSOCIATION transfers all public records to the CDD upon completion of the Agreement, ASSOCIATION shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ASSOCIATION keeps and maintains public records upon completion of the Agreement, ASSOCIATION shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CDD, upon request from the CDD's custodian of public records, in a format that is compatible with the CDD's information technology systems.

e. IF ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF THE PUBLIC RECORDS LAW TO ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT THE ADDRESS LISTED FOR THE DISTRICT IN THIS AGREEMENT.

I. NOTICES.

All notices required under this Agreement shall be in writing and shall be given by hand delivery, electronic transmission or United States mail, first class postage prepaid addressed as follows (or to any such other address or officer as either party may designate in writing):

ASSOCIATION: Remington Master Homeowners Association, Inc.
2995 Remington Blvd.
Kissimmee, FL 34743
Attn:
Email:

CDD: Remington Community Development District
219 E. Livingston Street
Orlando, FL 32801
Email: jshowe@gmscfl.com

with copy to: Clark & Albaugh, LLP
1800 Town Plaza Court
Winter Springs, Florida 32708
Attn: Scott D. Clark, Esq.
Email: sclark@winterparklawyers.com

IN WITNESS WHEREOF, the parties have executed this Recreational Property Use Agreement as of the date first above written.

CDD:

**Remington Community
Development District**

By: _____

Its: _____

ASSOCIATION:

**Remington Master Homeowners
Association, Inc., a Florida Not For Profit
Corporation**

By: _____

Printed Name: _____

Its: _____

EXHIBIT A

FOOD TRUCK SCHEDULE

SECTION C

SECTION 1

Remington

Community Development District

Summary of Invoices

December 1, 2022 to December 31, 2022

Fund	Date	Check No.'s	Amount
General Fund	12/7/22	6914 - 6921	\$ 31,792.32
	12/14/22	6922 - 6928	\$ 43,550.39
	12/21/22	6929 - 6933	\$ 4,150.35
			<hr/> \$ 79,493.06
			<hr/> \$ 79,493.06

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
12/07/22	00038	12/05/22 S239414	202211 320-53800-34800		*	654.64	
			GATE REPAIR - 11/30/22				
				ACCESS CONTROL TECHNOLOGIES			654.64 006914
12/07/22	00290	12/04/22 5179	202212 320-53800-47300		*	865.00	
			FENCE REPAIR & INSPECTION				
		12/04/22 5180	202212 320-53800-47800		*	835.00	
			CONCRTE BASKCRT/VOLLEYNET				
				BERRY CONSTRUCTION INC.			1,700.00 006915
12/07/22	00082	12/01/22 18172	202211 310-51300-31500		*	1,401.00	
			GENERAL COUNSEL - NOV 22				
		12/02/22 18184	202211 310-51300-31500		*	540.00	
			TURNPIKE TAKING - NOV 22				
				CLARK & ALBAUGH, LLP			1,941.00 006916
12/07/22	00328	12/01/22 INV14499	202212 320-53800-46200		*	24,930.00	
			LANDSCAPE MAINT - DEC 22				
				REW LAWN & IRRIGATION			24,930.00 006917
12/07/22	00291	12/01/22 8247	202212 320-53800-46400		*	650.00	
			POOL MAINTENANCE - DEC 22				
				ROBERTS POOL SERVICE AND REPAIR INC			650.00 006918
12/07/22	00125	11/10/22 393154	202211 320-53800-46500		*	386.90	
			QRTLY INSPCT/PATCHED TILE				
		11/16/22 392667	202211 320-53800-46500		*	498.00	
			SODIUM BICARB/TRICHLOR				
		11/16/22 392808	202211 320-53800-46500		*	725.00	
			BULK BLEACH				
				SPIES POOL LLC			1,609.90 006919
12/07/22	00071	12/05/22 42775375	202212 320-53800-46800		*	66.78	
			PEST CONTROL - DEC 22				
				TERMINIX COMMERCIAL			66.78 006920
12/07/22	00303	12/01/22 W6531	202212 320-53800-34700		*	120.00	
			WI-PAK SVC FEE-LAKE SHORE				
		12/01/22 W6531	202212 320-53800-34700		*	120.00	
			WI-PAK SVC FEE-SEC PARTIN				
				ACCESS CONTROL SYSTEMS DBA WI-PAK			240.00 006921
12/14/22	00321	11/30/22 1803524	202211 320-53800-34500		*	29,942.45	
			SECURITY SVCS 11/1-11/30				
		11/30/22 1803525	202211 320-53800-34500		*	150.00	
			TRACK TIK 11/01-11/30/222				
				DSI SECURITY SERVICES			30,092.45 006922

REMI -REMINGTON - MBYINGTON

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
12/21/22	00289	12/10/22 I102040	202212 320-53800-57200	URINAL PIPE REPAIR	*	320.00	
				BROWNIE'S SEPTIC & PLUMBING, LLC			320.00 006930
12/21/22	00290	12/18/22 5189	202212 320-53800-57200	SPOT CLEANER/GREASE/BRUSH	*	480.00	
		12/18/22 5190	202212 320-53800-57200	PATCHED BATHROOM HOLE	*	490.00	
				BERRY CONSTRUCTION INC.			970.00 006931
12/21/22	00316	12/21/22 38191-AU	202208 310-51300-42600	NEWSPAPER BAGGING - AUG22	*	119.21	
		12/21/22 38191-DE	202212 310-51300-42600	NEWSPAPER BAGGING - DEC22	*	119.21	
		12/21/22 38191-OC	202210 310-51300-42600	NEWSPAPER BAGGING - OCT22	*	119.21	
				HUNT VENTURES INC			357.63 006932
12/21/22	00186	1/01/23 2335966	202212 300-15500-10000	POOL PHONE SERVICE FY23	*	601.92	
				KINGS III OF AMERICA LLC-P			601.92 006933
TOTAL FOR BANK A						79,493.06	
TOTAL FOR REGISTER						79,493.06	

REMI -REMINGTON - MBYINGTON

SECTION 2

Remington
Community Development District

Unaudited Financial Reporting
December 31, 2022



Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
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5	<u>Capital Projects Fund</u>
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8	<u>Assessment Receipt Schedule</u>

Remington
Community Development District
Combined Balance Sheet
December 31, 2022

	<i>General Fund</i>	<i>Capital Reserve Funds</i>	<i>Totals Governmental Funds</i>
Assets:			
Cash:			
Operating Account	\$ 1,321,262	\$ -	\$ 1,321,262
Pavement Management	\$ -	\$ 398,499	\$ 398,499
Capital Projects Fund	\$ -	\$ 33,520	\$ 33,520
Investments:			
State Board Administration	\$ 98,279	\$ 199,874	\$ 298,153
Prepaid Expenses	\$ 602	\$ -	\$ 602
Total Assets	\$ 1,420,143	\$ 631,893	\$ 2,052,035
Liabilities:			
Accounts Payable	\$ 45,524	\$ 3,600	\$ 49,124
Total Liabilities	\$ 45,524	\$ 3,600	\$ 49,124
Fund Balances:			
Assigned For:			
Capital Projects	\$ -	\$ 29,920	\$ 29,920
Pavement Management	\$ -	\$ 598,373	\$ 598,373
Nonspendable:			
Deposits and Prepaid Items	\$ 602	\$ -	\$ 602
Unassigned	\$ 1,374,017	\$ -	\$ 1,374,017
Total Fund Balances	\$ 1,374,619	\$ 628,293	\$ 2,002,912
Total Liabilities & Fund Equity	\$ 1,420,143	\$ 631,893	\$ 2,052,035

Remington
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/22	Thru 12/31/22	Variance
Revenues:				
Maintenance Assessment	\$ 1,468,418	\$ 1,328,133	\$ 1,328,133	\$ -
Miscellaneous Income	\$ 5,000	\$ 1,250	\$ 1,300	\$ 50
Interest Income	\$ 1,000	\$ 250	\$ 934	\$ 684
Total Revenues	\$ 1,474,418	\$ 1,329,633	\$ 1,330,367	\$ 734

Expenditures:

General & Administrative:

Supervisors Fees	\$ 12,000	\$ 3,000	\$ 3,000	\$ -
FICA	\$ 918	\$ 230	\$ 230	\$ -
Engineer	\$ 18,500	\$ 4,625	\$ 600	\$ 4,025
Attorney	\$ 27,500	\$ 6,875	\$ 9,516	\$ (2,641)
Annual Audit	\$ 3,600	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Property Appraiser Fee	\$ 1,000	\$ -	\$ -	\$ -
Management Fees	\$ 74,169	\$ 18,542	\$ 18,542	\$ 0
Information Technology	\$ 1,500	\$ 375	\$ 375	\$ 0
Website Maintenance	\$ 1,000	\$ 250	\$ 250	\$ 0
Telephone	\$ 80	\$ 20	\$ -	\$ 20
Postage	\$ 900	\$ 225	\$ 110	\$ 115
Insurance	\$ 46,781	\$ 46,781	\$ 42,523	\$ 4,258
Printing and Binding	\$ 1,500	\$ 375	\$ 17	\$ 358
Newsletter	\$ 3,300	\$ 825	\$ 667	\$ 158
Legal Advertising	\$ 2,300	\$ 575	\$ 435	\$ 140
Office Supplies	\$ 250	\$ 63	\$ 4	\$ 58
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Administrative Contingency	\$ 1,500	\$ 375	\$ 293	\$ 82
Total General & Administrative	\$ 201,973	\$ 88,310	\$ 81,737	\$ 6,574

Operation and Maintenance

Environmental

Lake Maintenance	\$ 18,200	\$ 4,550	\$ 3,795	\$ 755
------------------	-----------	----------	----------	--------

Utilities

Kissimmee Utility Authority	\$ 10,560	\$ 2,640	\$ 2,212	\$ 428
Toho Water Authority	\$ 56,000	\$ 14,000	\$ 7,642	\$ 6,358
Orlando Utilities Commission	\$ 19,200	\$ 4,800	\$ 4,974	\$ (174)
Centurylink	\$ 8,030	\$ 2,008	\$ 1,712	\$ 295
Bright House Network	\$ 5,775	\$ 1,444	\$ 1,224	\$ 220

Roadways

Street Sweeping	\$ 30,240	\$ 7,560	\$ 1,660	\$ 5,900
Drainage	\$ 7,000	\$ 1,750	\$ 2,875	\$ (1,125)
Signage	\$ 5,000	\$ 1,250	\$ 2,975	\$ (1,725)

Remington
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/22	Thru 12/31/22	Variance
Common Area				
Landscaping	\$ 314,118	\$ 78,530	\$ 74,790	\$ 3,740
Feature Lighting	\$ 6,000	\$ 1,500	\$ 535	\$ 965
Irrigation	\$ 10,500	\$ 2,625	\$ 1,789	\$ 836
Trash Receptacles & Benches	\$ 1,000	\$ 250	\$ -	\$ 250
Plant Replacement and Bed Enhancements	\$ 9,040	\$ 2,260	\$ -	\$ 2,260
Miscellaneous Common Area Services	\$ 10,700	\$ 2,675	\$ 3,430	\$ (755)
Soccer/Ball Field Maintenance	\$ 2,000	\$ 500	\$ 920	\$ (420)
Recreation Center				
Pool Maintenance	\$ 18,500	\$ 4,625	\$ 2,899	\$ 1,726
Pool Cleaning	\$ 8,400	\$ 2,100	\$ 2,500	\$ (400)
Pool Permits	\$ 550	\$ -	\$ -	\$ -
Recreation Center Cleaning	\$ 16,695	\$ 4,174	\$ 2,365	\$ 1,808
Recreation Center Repairs & Maintenance	\$ 8,000	\$ 2,000	\$ 1,655	\$ 345
Pest Control	\$ 832	\$ 208	\$ 200	\$ 8
Security				
Recreation Center Access	\$ 5,000	\$ 1,250	\$ 1,901	\$ (651)
Security Guard	\$ 374,835	\$ 93,709	\$ 98,454	\$ (4,745)
Gate Repairs	\$ 15,050	\$ 3,763	\$ 4,604	\$ (841)
Guard House Cleaning	\$ 3,300	\$ 825	\$ 400	\$ 425
Guard House Repairs and Maintenance	\$ 3,500	\$ 875	\$ -	\$ 875
Gate Maintenance Agreement	\$ 900	\$ 900	\$ 2,060	\$ (1,160)
Other				
Contingency	\$ 10,000	\$ 2,500	\$ 3,686	\$ (1,186)
Field Management Services	\$ 29,710	\$ 7,427	\$ 7,427	\$ (0)
Total O&M Expenditures	\$ 1,008,634	\$ 252,696	\$ 238,684	\$ 14,012
Total Expenditures	\$ 1,210,608	\$ 341,006	\$ 320,420	\$ 20,586
<u>Other Financing Uses</u>				
Transfer Out - Pavement Management	\$ 67,498	\$ -	\$ -	\$ -
Transfer Out - Capital Projects	\$ 196,313	\$ -	\$ -	\$ -
Total Other Financing Uses	\$ 263,810	\$ -	\$ -	\$ -
Total Expenditures & Other Financing Uses	\$ 1,474,418	\$ 341,006	\$ 320,420	\$ 20,586
Net Change in Fund Balance	\$ -	\$ 1,009,947		
Fund Balance - Beginning	\$ -	\$ 364,672		
Fund Balance - Ending	\$ -	\$ 1,374,619		

Remington
Community Development District
Pavement Management Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/22	Thru 12/31/22	Variance
Revenues:				
Interest Income	\$ 500	\$ 125	\$ 1,909	\$ 1,784
Total Revenues	\$ 500	\$ 125	\$ 1,909	\$ 1,784
Expenditures:				
Contingency	\$ 600	\$ 150	\$ 114	\$ 36
Total Expenditures	\$ 600	\$ 150	\$ 114	\$ 36
Excess Revenues/Expenditures	\$ (100)		\$ 1,795	
Other Financing Sources:				
Transfer In	\$ 67,498	\$ -	\$ -	\$ -
Total Other Financing Sources	\$ 67,498	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 67,398		\$ 1,795	
Fund Balance - Beginning	\$ 595,487		\$ 596,577	
Fund Balance - Ending	\$ 662,885		\$ 598,373	

Remington
Community Development District
Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending December 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 12/31/22	Thru 12/31/22	Variance
Revenues:				
Interest Income	\$ 50	\$ 13	\$ 1	\$ (11)
Total Revenues	\$ 50	\$ 13	\$ 1	\$ (11)
Expenditures:				
Capital Outlay - Fitness Equipments	\$ 10,000	\$ -	\$ -	\$ -
Capital Outlay - Pressure Washing	\$ 10,000	\$ -	\$ -	\$ -
Capital Outlay - Landscape Improvements	\$ 15,000	\$ -	\$ -	\$ -
Capital Outlay - Sidewalk/Roadway Improvements	\$ 95,000	\$ -	\$ -	\$ -
Capital Outlay - Rec Center Improvements	\$ 11,000	\$ -	\$ -	\$ -
Capital Outlay - Street Tree Trimming	\$ 25,000	\$ 25,000	\$ 26,700	\$ (1,700)
Contingency	\$ 600	\$ 150	\$ 114	\$ 36
Total Expenditures	\$ 166,600	\$ 25,150	\$ 26,814	\$ (1,664)
Excess Revenues/Expenditures	\$ (166,550)		\$ (26,813)	
Other Financing Sources:				
Transfer In	\$ 196,313	\$ -	\$ -	\$ -
Total Other Financing Sources	\$ 196,313	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 29,763		\$ (26,813)	
Fund Balance - Beginning	\$ 37,375		\$ 56,733	
Fund Balance - Ending	\$ 67,138		\$ 29,920	

Remington
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Maintenance Assessment	\$ -	\$ 139,357	\$ 1,188,776	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,328,133
Miscellaneous Income	\$ 450	\$ 450	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,300
Interest Income	\$ 260	\$ 316	\$ 358	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 934
Total Revenues	\$ 710	\$ 140,123	\$ 1,189,534	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,330,367
Expenditures:													
General & Administrative:													
Supervisors Fees	\$ 1,000	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000
FICA	\$ 77	\$ -	\$ 153	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 230
Engineer	\$ 300	\$ 225	\$ 75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600
Attorney	\$ 3,366	\$ 1,941	\$ 4,209	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,516
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Property Appraiser Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ 6,181	\$ 6,181	\$ 6,181	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,542
Information Technology	\$ 125	\$ 125	\$ 125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 375
Website Maintenance	\$ 83	\$ 83	\$ 83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 21	\$ 34	\$ 55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110
Insurance	\$ 42,523	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,523
Printing and Binding	\$ 4	\$ 6	\$ 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17
Newsletter	\$ 119	\$ 428	\$ 119	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 667
Legal Advertising	\$ 212	\$ 223	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 435
Office Supplies	\$ 1	\$ 2	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Administrative Contingency	\$ 85	\$ 100	\$ 107	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 293
Total General & Administrative	\$ 59,272	\$ 9,348	\$ 13,117	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,737
Operation and Maintenance													
Environmental													
Lake Maintenance	\$ 1,265	\$ 1,265	\$ 1,265	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,795
Utilities													
Kissimmee Utility Authority	\$ 681	\$ 795	\$ 735	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,212
Toho Water Authority	\$ 3,151	\$ 2,646	\$ 1,845	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,642
Orlando Utilities Commission	\$ 1,622	\$ 1,595	\$ 1,757	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,974
Centurylink	\$ 268	\$ 876	\$ 568	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,712
Bright House Network	\$ 408	\$ 408	\$ 408	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,224
Roadways													
Street Sweeping	\$ -	\$ -	\$ 1,660	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,660
Drainage	\$ -	\$ 2,875	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,875
Signage	\$ 1,910	\$ 1,065	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,975

Remington
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Common Area													
Landscaping	\$ 24,930	\$ 24,930	\$ 24,930	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	74,790
Feature Lighting	\$ -	\$ -	\$ 535	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	535
Irrigation	\$ 802	\$ 773	\$ 214	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,789
Trash Receptacles & Benches	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Plant Replacement and Bed Enhancements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Miscellaneous Common Area Services	\$ 365	\$ 960	\$ 2,105	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,430
Soccer/Ball Field Maintenance	\$ -	\$ 85	\$ 835	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	920
Recreation Center													
Pool Maintenance	\$ 442	\$ 2,367	\$ 90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,899
Pool Cleaning	\$ 800	\$ 1,050	\$ 650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,500
Pool Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Recreation Center Cleaning	\$ 1,265	\$ 1,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,365
Recreation Center Repairs & Maintenance	\$ 365	\$ -	\$ 1,290	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,655
Pest Control	\$ 67	\$ 67	\$ 67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	200
Security													
Recreation Center Access	\$ -	\$ -	\$ 1,901	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,901
Security Guard	\$ 32,345	\$ 31,359	\$ 34,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	98,454
Gate Repairs	\$ 1,901	\$ 1,783	\$ 920	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,604
Guard House Cleaning	\$ 200	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	400
Guard House Repairs and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Gate Maintenance Agreement	\$ 2,060	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,060
Other													
Contingency	\$ 3,686	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,686
Field Management Services	\$ 2,476	\$ 2,476	\$ 2,476	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7,427
Total O&M Expenditures	\$ 81,010	\$ 78,674	\$ 78,999	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	238,684
Total Expenditures	\$ 140,282	\$ 88,023	\$ 92,116	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	320,420
<i>Other Financing Uses</i>													
Transfer Out - Pavement Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Transfer Out - Capital Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Other Financing Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Expenditures & Other Financing Uses	\$ 140,282	\$ 88,023	\$ 92,116	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	320,420
Net Change in Fund Balance	\$ (139,571)	\$ 52,100	\$ 1,097,418	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,009,947

Remington
Community Development District
Special Assessment Receipts
Fiscal Year 2023

Gross Assessments	\$ 1,562,139.79	\$ 1,562,139.79
Net Assessments	\$ 1,468,411.40	\$ 1,468,411.40

ON ROLL ASSESSMENTS

							100.00%	100.00%
<i>Date</i>	<i>Distribution</i>	<i>Gross Amount</i>	<i>Commissions</i>	<i>Discount/Penalty</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&M Portion</i>	<i>Total</i>
11/18/22	ACH	\$14,165.88	(\$283.30)	(\$637.83)	\$0.00	\$13,244.75	\$13,244.75	\$13,244.75
11/22/22	ACH	\$134,047.89	(\$2,681.03)	(\$5,254.63)	\$0.00	\$126,112.23	\$126,112.23	\$126,112.23
12/09/22	ACH	\$1,110,932.84	(\$22,218.70)	(\$43,548.70)	\$0.00	\$1,045,165.44	\$1,045,165.44	\$1,045,165.44
12/22/22	ACH	\$152,446.62	(\$3,048.91)	(\$5,786.89)	\$0.00	\$143,610.82	\$143,610.82	\$143,610.82
TOTAL		\$ 1,411,593.23	\$ (28,231.94)	\$ (55,228.05)	\$ -	\$ 1,328,133.24	\$ 1,328,133.24	\$ 1,328,133.24

90%	Gross Percent Collected
\$150,546.56	Balance Remaining to Collect

SECTION 3



Osceola County Sheriff's Office

Detail Activity Sheet

Job Site: ____Remington Community____

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
12/21/22	1800	Remington Community	10-8	
	1830	Remington Blvd/ Community Center	Patrol	
	1900	Knightsbridge/ Community Center	Patrol	
	1930	Remington Blvd/ Community Center	Traffic stop	2 warning
	2000	Southbridge/ Community Center	Patrol	
	2030	Portchester/ Remington Blvd/ Community Center	Patrol	
	2100	Remington Blvd/ Community Center	Patrol	
	2130	Southbridge/ Community Center	Traffic Stop	1 warning
12/21/22	2200	Remington Blvd/ Community Center	patrol	

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations		Citations		Parks	10
Back-up		Felony		Written Warning		Written Warning	3	Schools/Library	
Self Initiated		Traffic		Verbal Warning		Verbal Warning		Businesses	10
Reports		Ordinance						Construction	

Name: ____Raymond West____

ID #: ____898____

Date: ____12/21/22____



Job Site: Remington Community

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations		Citations		Parks	9
Back-up		Felony		Written Warning		Written Warning	2	Schools/Library	
Self Initiated		Traffic		Verbal Warning		Verbal Warning		Businesses	13
Reports		Ordinance						Construction	

Date: 01/09/23



Osceola County Sheriff's Office

Detail Activity Sheet

Job Site: REMINGTON

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
01/13/23	1321-1325	PARK	VEHICLE PATROL	ALL CLEAR
	1330-1334	REMMINGTON BLVD/ WILLOW GLEN CIR	TRAFFIC STOP	VERBAL WARNING
	1340-1349	REMMINGTON BLVD/ KNIGHTSBRIDGE BLVD	TRAFFIC STOP	WRITTEN WARNING
	1357-1404	REMMINGTON BLVD/ KNIGHTSBRIDGE BLVD	TRAFFIC STOP	WRITTEN WARNING
	1420-1428	REMMINGTON BLVD/ KNIGHTSBRIDGE BLVD	TRAFFIC STOP	CITATION
	1502-1506	PARK	VEHICLE PATROL	ALL CLEAR
	1510-1517	REMMINGTON BLVD/ KNIGHTSBRIDGE BLVD	TRAFFIC STOP	CITATION
	1525-1533	REMMINGTON BLVD/ KNIGHTSBRIDGE BLVD	TRAFFIC STOP	CITATION
	1541-1549	REMMINGTON BLVD/ KNIGHTSBRIDGE BLVD	TRAFFIC STOP	CIATION
	1620-1626	REMMINGTON BLVD/ KNIGHTSBRIDGE BLVD	TRAFFIC STOP	WRITTEN WARNING
	1638-1644	REMMINGTON BLVD/ KNIGHTSBRIDGE BLVD	TRAFFIC STOP	WRITTEN WARNING
	1646-1650	REMINGTON MARKET	VEHICLE PATROL	ALL CLEAR

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations		Citations		Parks	
Back-up		Felony		Written Warning		Written Warning		Schools/Library	
Self Initiated		Traffic		Verbal Warning		Verbal Warning		Businesses	
Reports		Ordinance						Construction	

Name: D/S J. WYBIRAL

ID #: 2787

Date: 01/13/23



Osceola County Sheriff's Office

Detail Activity Sheet

Job Site: Remington Community Development 1300-1700

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
01/18/2023	1300 Hours	Remington Blvd	Patrol: No Violations Observed	
01/18/2023	1400 Hours	Knightsbridge Blvd	Patrol: No Violations Observed	
01/18/2023	1414 Hours	Remington Blvd and Knightsbridge Blvd	1 Citation	A5HAU3P
01/18/2023	1446 Hours	Remington Blvd and Knightsbridge Blvd	1 Citation	A5HAU4P
01/18/2023	1458 Hours	Remington Blvd and Knightsbridge Blvd	1 Citation	A5HAU5P
01/18/2023	1500 Hours	Knightsbridge Blvd	Patrol: No Violations Observed	
01/18/2023	1516 Hours	Remington Blvd and Knightsbridge Blvd	1 Citation	A5HAU6P
01/18/2023	1525 Hours	Southbridge Cir	Patrol: No Violations Observed	
01/18/2023	1536 Hours	Knightsbridge Blvd and Southbridge Cir	1 Citation, 1 Criminal Citation	A5HAU7P, A5HAU8P
01/18/2023	1600 Hours	Southbridge Cir	Patrol: No Violations Observed	
01/18/2023	1700 Hours	Southbridge Cir, Knightsbridge Blvd, Remington Blvd	Patrol: No Violations Observed	

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken	0	Misdemeanor	0	Citations	6	Citations	0	Parks	3
Back-up	0	Felony	0	Written Warning	0	Written Warning	0	Schools/Library	0
Self Initiated	0	Traffic	0	Verbal Warning	6	Verbal Warning	0	Businesses	2
Reports	0	Ordinance	0					Construction	0

Name: **D/S TAYLOR** ID #: **3052** Date: **01/08/2023**

SO-09-238 Rev. 4/6/10



Osceola County Sheriff's Office

Detail Activity Sheet

Job Site: Remington Community Development 1800-2200

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
01/23/2023	1800 Hours	Remington Blvd	Patrol: No Violations Observed	
01/23/2023	1830 Hours	Knightsbridge Blvd	Patrol: No Violations Observed	
01/23/2023	1900 Hours	Southbridge Cir	Patrol: No Violations Observed	
01/23/2023	1930 Hours	Southampton, Westmoreland Cir	Patrol: No Violations Observed	
01/23/2023	2010 Hours	Brookstone Dr	Patrol: No Violations Observed	
01/23/2023	2035 Hours	Knightsbridge Blvd	Patrol: No Violations Observed	
01/23/2023	2105 Hours	Remington Blvd and Knightsbridge Blvd	Patrol: No Violations Observed	
01/23/2023	2135 Hours	Southbridge Cir, Brookstone Dr	Patrol: No Violations Observed	
01/23/2023	2200 Hours	Knightsbridge Blvd and Remington Blvd	Patrol: No Violations Observed	

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken	0	Misdemeanor	0	Citations	0	Citations	0	Parks	4
Back-up	0	Felony	0	Written Warning	0	Written Warning	0	Schools/Library	0
Self Initiated	0	Traffic	0	Verbal Warning	6	Verbal Warning	0	Businesses	3
Reports	0	Ordinance	0					Construction	0

Name: D/S TAYLOR ID #: 3052 Date: 01/23/2023

SO-09-238 Rev. 4/6/10