

***Remington
Community Development District***

Agenda

August 29, 2023

AGENDA

Remington

Community Development District

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August 22, 2023

Board of Supervisors
Remington Community
Development District

Dear Board Members,

The Board of Supervisors of the Remington Community Development District will meet **Tuesday, August 29, 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:

1. Roll Call
2. Modifications to Agenda
3. Security Report from DSI Security Services
4. Public Comment Period
5. Approval of Minutes of the July 25, 2023, Board of Supervisors Meeting
6. Consideration of Money Market Account
7. Staff Reports
 - A. Attorney
 - i. Review of Memo Regarding Bonding Capacity
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Presentation of OCSO Reports
 - D. Field Manager's Report
 - i. Consideration of Traffic Signal Maintenance Proposal
 - ii. Consideration of Pool Maintenance Renewal- Robert's Pool Service
 - iii. Consideration of Assignment to "SSS Down to Earth Opcp, LLC, dba Down to Earth Regarding Landscape Maintenance Agreement
8. Supervisor's Requests
9. Next Meeting Date- September 26, 2023
10. Adjournment

MINUTES

**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, **July 25, 2023** 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
Alan Scheerer	Field Manager
William McLeod	DSI Security Services

FIRST ORDER OF BUSINESS

Roll Call

Mr. Soukup called the meeting to order at 6:00 p.m. and Mr. Showe called the roll. A quorum was 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: This past month, we had 7,056 residents go through the Partin Settlement Road gate and 1,494 visitors. The E. Lakeshore Boulevard gate had 5,997 residents and 572 visitors. We issued 248 citations and had two tows. We attempted to tow four cars altogether.

Ms. Zaresk asked what was resident number at the E. Lakeshore Boulevard gate?

Mr. McLeod: 5,997.

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

Ms. Zaresk: Just a comment. The lights are much brighter.

FOURTH ORDER OF BUSINESS

Public Comment Period

Mr. Soukup: No one from the public is here, so we will close the public comment period.

FIFTH ORDER OF BUSINESS

Public Hearing

Mr. Soukup: We need a motion to open the public hearing.

On MOTION by Mr. Brown seconded by Ms. Zaresk with all in favor the public hearing on adoption of the budget for Fiscal Year 2024 was opened.

A. Adoption of Fiscal Year 2024 Budget

i. Consideration of Resolution 2023-04 Adopting Fiscal Year 2024 Budget and Relating to the Annual Appropriations

Mr. Showe: There is no assessment increase. However, we had to reduce the transfer into the Pavement Management Fund to accommodate that, which we discussed earlier. One of the things that we'll have to look at for future years, obviously, at some point, probably next year or the following year, we are going to need an assessment increase as the cost for sidewalks increased. It's not something that we need to do this year, but it is something that the Board should be looking at going forward.

Mr. Brown: Why do we need an assessment increase?

Mr. Showe: In order to keep assessments level, we've been reducing the transfer to the Pavement Management and Capital Projects Funds. Obviously, you had some increases in cost contractually over the last several years. It's a Board decision. We can't decrease it now because we already advertised the high watermark, but in future years, we're going to have to look at it.

Mr. Soukup: Do we potentially have some offset with the property/easement sale?

Mr. Showe: Potentially. We do have an extra \$50,000 from the first one this year, which will go into the General Fund. Obviously any excesses that you have this year will also go in there. So, there is some potential there, long-term, as we look at probably needing to do some more resurfacing in the next four to five years. That's just something we'll just have to keep an eye on.

Mr. Soukup: Right.

Ms. Zaresk: Do we get any kind of a transfer fee or anything when people sell?

Mr. Soukup: No. Our assessments are specifically received on the Property Tax Bill. So, it doesn't matter when the property transfers.

Ms. Zaresk: I didn't know if there was any provision.

Mr. Showe: I think the budget is pretty much in line with what you are seeing per your residents. Obviously, we detail out as much as we can for each account line. We also have your Capital Projects and Roadway Maintenance Management Funds. At the end of this year. Your Roadway Pavement Fund still has approximately \$675,000 in it. So, obviously there are enough projects as they come up. Then your Capital Projects Fund at the end of this year would have about \$26,000 and then we have enough next year to take care of the other items we have. With that, we can take any questions or comments from the Board or a motion to approve.

Mr. Brown: When we come to that point down the road, would there be any opportunity to issue another bond and have that be cheaper for the residents than raising the operating and maintenance (O&M) assessment or is that even possible?

Mr. Showe: It goes back to what we originally certified the amount we can do these bonds?

Mr. Clark: My sense is that we are already at the maximum, but I don't remember the exact number? It was 29 years ago. I would have to look.

Mr. Showe: We could do some research to see if there is some left, but when you originally created this, you essentially sued the State of Florida up to a certain amount and you have to keep it under that amount. I don't think it would be worth the cost to go and do that. You can go through that process again, but it would be quite expensive and probably not worth it. We can see if there is some opportunity.

Mr. Clark: Yeah. The rates may have to settle down.

Mr. Brown: Yeah. I just wondered if it would be cheaper than what we would have to raise O&M yearly to spread it out.

Mr. Showe: It's an option for sure.

Mr. Mehrlich: How much money is spent when you do one of these neighborhoods?

Mr. Showe: It's probably \$250,000. It depends on the neighborhood. We would need to have the engineer do a study on that. We can give you some estimates.

Mr. Mehrlich: I'm just curious.

Mr. Showe: The prices on that keep going up. It's based on a per square footage price than anything else.

Ms. Zaresk: This community compared to others is huge.

Mr. Soukup: Oh yeah.

Mr. Scheerer: The road going into Glen Eagles is a small road, but when you go over into Waters Edge, it has multiple roads.

Ms. Zaresk: Yeah.

On MOTION by Ms. Zaresk seconded by Mr. Mehrlich with all in favor Resolution 2023-04 Adopting the Fiscal Year 2024 Budget and Relating to the Annual Appropriations was adopted.

ii. Consideration of Resolution 2023-05 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Showe: Attached to this resolution is the Adopted Budget that you just approved and the Assessment Roll is on an Excel spreadsheet. We can take any questions or comments on this, but this is more procedural. This is the resolution that actually levies the assessment on each individual home.

Mr. Soukup: Are there any questions on the resolution imposing special assessments and certifying an Assessment Roll? Hearing none,

On MOTION by Mr. Brown seconded by Mr. Mehrlich with all in favor Resolution 2023-05 Imposing Special Assessments and Certifying an Assessment Roll was adopted.

On MOTION by Mr. Brown seconded by Ms. Zaresk with all in favor the public hearing on adoption of the budget for Fiscal Year 2024 was closed.

SIXTH ORDER OF BUSINESS

**Approval of Minutes of the June 27, 2023,
Board of Supervisors Meeting**

Mr. Soukup: Are there any corrections to the minutes? Hearing none,

On MOTION by Ms. Zaresk seconded by Mr. Brown with all in favor the Minutes of the June 27, 2023 Board of Supervisors Meeting were approved as presented.

SEVENTH ORDER OF BUSINESS

**Discussion of Letter from Glen Eagles
HOA Regarding Speed Limit**

Mr. Showe: I received a request from Glen Eagles about the speed limit. They just wanted to make sure that this letter was on the record and that the Board to reconsider their decision.

Mr. Brown: Didn't we tell them it wasn't us?

Mr. Clark: Yeah. You have no authority over the speed limits.

Mr. Showe: I told them that.

Mr. Soukup: We understand the discussion and still have no change in our position.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Clark: The only thing that I have is the ongoing Partin Settlement Road litigation. They are having the deposition on Monday. I have also thrown out another number to them to see if they are interested in settling the case, about \$20,000 more of where they were. Sometimes it's a good idea to do that before everybody spends that much money. So, we will see if they bite on it. Then I'll bring it back and see if the Board wants to approve it.

Mr. Brown: They've already paid that. Correct?

Mr. Clark: They paid us \$89,000 roughly, which was what they had to deposit. The District Manager has that in a segregated account for when the case is over with.

Mr. Showe: Yeah, we're just holding it.

B. Engineer

Mr. Soukup: We have no engineer.

C. District Manager's Report

1. Approval of Check Register

Mr. Showe: We have the approval of the Check Register. In your General Fund, we have Checks #7048 through #7081 and Check #120 in the Capital Projects Fund for a total of \$164,662.93. Both Alan and I can answer questions from the Board on any of those invoices.

Mr. Soukup: Are there any questions on the Check Register? If not, we need a motion for approval.

On MOTION by Ms. Zaresk seconded by Mr. Mehrlich with all in favor the June 1, 2023 through July 14, 2023 Check Register in the amount of \$164,662.93 was approved.

2. Balance Sheet and Income Statement

Mr. Showe: Next is the Balance Sheet and Income Statement. No action is required by the Board. We are performing better than budget to actuals. So, we are in great shape there and we are at 100% collected on our assessments. So, we're in great shape there as well.

Mr. Clark: How are our monies invested?

Mr. Showe: I believe they are in a surety bond. We tried to transfer the majority into the State Board of Administration (SBA) account.

Mr. Clark: It looks like we have almost \$1 million outside of the SBA.

Mr. Showe: Let me double check.

Mr. Clark: What is Truist paying?

Mr. Showe: I don't know the specifics.

Mr. Clark: We are getting 5% on a lot of accounts in a lot of Districts. Some money has to stay in operating to pay the bills as they come, but you may have more money that go into investments than you have here. So, you might want to dig into that for the next meeting.

3. Presentation of OCSO Reports

Mr. Showe: We presented the Osceola County Sheriff's Office Reports.

4. Review of Fiscal Year 2024 Meeting Schedule

Mr. Showe: In your agenda we have the Fiscal Year 2024 meeting schedule. We kept the same schedule, except for moving the December meeting up a week, so it did not conflict with Christmas.

Mr. Soukup: Right.

Mr. Showe: Other than that, it is your typical meeting schedule for the fourth Tuesday of every month. We can take a motion to approve.

On MOTION by Mr. Brown seconded by Ms. Zaresk with all in favor the Fiscal Year 2024 meeting schedule as presented was approved.

5. Field Manager's Report

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

Mr. Scheerer: Just really quick, the carbonator here at the Amenity Center failed last week. ACT came out and installed a new one. Unfortunately, during the software update, the system froze, so most if not all of the cards were actually working. They will be back tomorrow morning. They have to get into the software here at the office, but before they do that, they have to stop by the GMS office, as all of the cards run through our computer. So, they will get some information, come back and hopefully get everybody's cards up and running tomorrow. The new card readers will hopefully be working fine. The Fitness Center is in good shape. The pool is in good shape. We received the new panels that replaced the e-merge panels at both gates. We were having problems with the BAI at Partin Settlement Road more than the E. Lakeshore Boulevard gate. Someone hacked into these e-merge panels and there was no fix according to the manufacturer. So, they replaced them with a different panel. It took a couple of days to get all of the data transferred. It did not affect anything that was going on. ACT/Guardian spent two or three days out here running the new software, to make sure that everything was up and running. We do give them our own bar codes that are already registered, to make sure that they work. They were here probably three to four hours, just tracking cars at both locations. I looked at all of the security cameras while security was engaged with a visitor and it appears that the visitor gates were working fine. I have not heard from security, roving patrol or any resident that bar codes were not working, but like I said, ACT/Guardian has been out here for two or three days just doing follow up. Hopefully that will get us on track with getting the bar code scanners working the way they used to. We did have a pinhole leak on potable water backflow at the Partin Settlement Road guardhouse. Brownies Plumbing came out and cut the pipe out, replaced it and we are good now. We continue to meet with REW each week. We know that we have some issues with the neighborhood entrances with some of the common area landscaping. The new budget has some funding in it for landscape replacement for next year. Once we get through the tree lifting, which is next year, we can start looking at, like we talked about, upgrading the entrances and common areas along Remington and Knightsbridge Boulevards. The big trailer, just so you know, has your

pine straw. They will be out here tomorrow. Usually the guys are pretty efficient, they get out here in one day, distributing all of the pine straw. They just shake it out in locations. So, we will keep an eye on that. By Friday, we should be done. Also, we did catch somebody depositing some chairs in the dumpster for the street sweepers, before the meeting and asked them not to do that. They probably did a partial sweep today and will finish up tomorrow and then hopefully the dumpster will be gone. School is getting ready to start, as you know and on Friday, I will turn the flashers on. We will let them run and see how they operate. We haven't had any issues with them, but I typically like to do a test. We will get those operating in advance of school and then be back to running the school flashers full-time. We had some pickets broken on the playground fence. I believe they are fixed now. We are also going to have a small sidewalk, to keep kids off of the mulch. We have not been mowing the drainage swale out on E. Lakeshore Boulevard. I think the guys are a little nervous. I tried to ask them to at least cut on either side of the path. I think right now we are just going to hold off on that and will let the county deal with it, but we did have RWE clean up the mess that they made, on either side of our entrance. I can try and answer any questions that you have.

Ms. Zaresk: I think there are a couple of pickets that are pulled away and broken on the section between the road and the golf course, coming in on the right-hand side of E. Lakeshore Boulevard.

Mr. Scheerer: I got you.

Ms. Zaresk: It looks like it was caused by a golf cart. You might want to take a look at that.

Mr. Scheerer: Yes ma'am.

Mr. Mehrlich: I noticed coming in here, a semi making a delivery, was hitting trees on Remington Boulevard. Shouldn't they maintain a 13'6 clearance through there?

Mr. Scheerer: We do that annually, but if there's a big problem like that, we can have them come out and do it. As far as your contract maintenance, all of the trees are done. We typically do those once a year in the Fall.

Mr. Mehrlich: Okay.

Mr. Scheerer: If there are a couple of them that pose a problem, we don't have a problem getting with REW and talking to them. They will do all of Remington Boulevard and all of Knightsbridge Boulevard. They will do all of our entry trees, wherever there are CDD trees as part of your contract. That's included. We do take them up to 14 feet and typically 8 feet on the

sidewalk, but as you know, over the last six months or so, they are probably growing, but I'll keep an eye on it and talk to REW. I have them scheduled to start with the residential trees on October 1. It will probably take them a month or so to get through the remaining three-and-a-half neighborhoods that we have left. Any problem like that, we can definitely see if they can do something.

Mr. Mehrlich: When you and I were talking about budgeting for the landscaping in the future, is Jason aware of that?

Mr. Scheerer: He knows about that. We talk weekly, multiple times a week.

Mr. Mehrlich: Are we budgeting for landscape upgrades in the future?

Mr. Scheerer: We can't do that now because we already adopted the budget, but we have \$15,000 in the capital line item for Fiscal Year 2024. Then we have the \$25,000 that the Board allocated for residential street trees.

Mr. Mehrlich: I think it's something that we should agree on, even if it's a small amount over a period of time, just to upgrade landscaping throughout and modernize it.

Mr. Scheerer: We had talked about taking that \$25,000 that the Board approved for street trees and moving that more towards landscaping enhancements.

Mr. Mehrlich: Right.

Mr. Scheerer: Then we would work with the landscape provider to come up with some drawings and say, *"Hey, we're going to start at Somerset Kay Place, Water's Edge, etc. and just work our way down through all of the neighborhoods and come up with an idea for a new look at the entryways."*

Mr. Mehrlich: Right.

Mr. Scheerer: Once all of that has been accomplished and we see the removal, disposal and upgrades for each location, we'll have an idea of what kind of money it's going to take. The bigger issue is going to be Parkland Square coming in, has viburnum hedges all the down that were starting to fail. Then you have everything down Remington Boulevard and everything down Knightsbridge Boulevard.

Mr. Mehrlich: Yeah.

Mr. Scheerer: Do you want to keep the landscaping? Do you want to put sod in? How crazy do you want to get? How much money do you want to spend and how high do you want your

assessment to go? Ideally it would be nice if we can come in with a couple of hundred grand and say, “*Okay, lets redo the whole thing,*” but I don’t think that’s going to be realistic.

Mr. Soukup: Right.

Mr. Mehrlich: I think a little at a time will add up very fast with a Master Plan. Just do little parts and continue it.

Mr. Showe: Those are great targets as we look at next year’s budget. So, if we’re going to do an increase, that’s the time to start putting those things in. You have a large community. The nice thing is that your assessment is spread out over a lot of homes, which reduces the impact on a permanent basis.

Mr. Mehrlich: I don’t know the procedure to get that involved, but I just think it’s something that we should talk about.

Mr. Showe: Yeah. I think as we get into January of next year, we should start looking at the real cost that we need to be setting aside per year going forward, such as the cost of the sidewalks, the cost of upgrades, electronics, all of that kind of stuff. Then we can start going back to the budget.

Mr. Scheerer: I know working with Jason all of these years, all of that gets documented. When we start going through the budget process, we’ll typically have a couple of meetings before we get to that point. So, I will start working with REW or whoever your landscaper is next year, to start coming up with some renderings. We will get some cost estimates, because as you know, the things that we may do in March or April, can escalate by the time you get to October. So, there has to be a percentage increase in there somewhere. We’re seeing in there anywhere from a 7% to 10% increase from when we started doing the budget to where we are now. In October, when we start doing stuff, the cost always goes up.

Mr. Mehrlich: I wonder where that stops. Does it keep going?

Mr. Scheerer: I’m not going to comment.

Mr. Showe: I’ve never seen it go backwards.

Mr. Mehrlich: Its crazy. How can things just keep going up.

Ms. Zaresk: Just out of curiosity, what about pine straw?

Mr. Scheerer: Its included in the contract.

Ms. Zaresk: With REW?

Mr. Scheerer: Yes ma’am.

Ms. Zaresk: Okay.

Mr. Scheerer: We do three applications of pine straw per year.

Ms. Zaresk: Okay.

Mr. Scheerer: It's all included.

Ms. Zaresk: If we're going to start looking at that, just to throw something out, we have to replace the pine straw every year. Right?

Mr. Scheerer: We mulch, whether its pine straw or pine bark, at least once a year.

Ms. Zaresk: Okay.

Mr. Scheerer: Pine straw has always been in your contracts, since before GMS got here.

Ms. Zaresk: Right.

Mr. Scheerer: There are three times per year application, so we kept it. Can we change that and go with a designer brown mulch such as cypress mulch or pine bark mulch?

Ms. Zaresk: I was asking because when you look at that cost every year, it is a much smaller area. You have much more experience in this, but my question is, would it be worth looking at something that's more durable like a lava rock. I know its expensive. Don't get me wrong.

Mr. Scheerer: Sure, we can look at it.

Ms. Zaresk: My point is, as Tim as saying, if you have a Master Plan and you do a little bit every year, you guys are more experienced in this, but we could have something like lava rocks.

Mr. Soukup: I have rocks in front of my house and they sink over time. At the end of the month, you have to keep adding rocks.

Mr. Scheerer: I'm not opposed to looking at that, but I have a fear of children and lava rocks.

Mr. Mehrlich: Lawn mowers.

Mr. Scheerer: Lawn mowers, kids.

Ms. Zaresk: That's a good point.

Mr. Scheerer: If you want to get rid of those and see about changing the cost structure, if we bid landscaping out or we want to make a change to the current landscaping, we can look at a price and say, *"Hey, we don't want to do pine straw three times a year, we want to do an application of brown cypress or yellow cypress."*

Ms. Zaresk: That's my point. I want to do something that maybe we don't have to do every year.

Mr. Scheerer: You are going to do it every year. I have properties where they separate mulch and some of it is a pretty big chunk, maybe \$50,000, \$60,000 or \$75,000.

Ms. Zaresk: Yeah.

Mr. Scheerer: But when you do the bid, you do it as part of the landscape bids.

Ms. Zaresk: Okay. Thanks.

NINTH ORDER OF BUSINESS

Supervisor's Requests

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

Mr. Brown: I have a few items. Can you now say why there was police tape last month?

Mr. Showe: There was somebody who apparently got injured on a piece of playground equipment. We are still investigating it. We haven't received a claim yet. We received a report from security that someone potentially was injured.

Mr. Scheerer: Pam brought it up at the last meeting.

Mr. Brown: At the time you didn't want to say anything.

Mr. Showe: We believe that someone was injured, but we have not received a claim yet. We gave our insurance company all of their information and taped the area off to be safe.

Mr. Scheerer: Somebody actually came out and looked at it and took some pictures. They just said for the time being, to just leave it taped off and that's what we did.

Mr. Brown: I'm guessing somebody talked to the basketball players because it doesn't seem to be nearly as bad lately as it was, unless they are not showing up. I haven't seen it covered in water bottles.

Mr. Soukup: It's too hot.

Mr. Scheerer: I haven't talked to them.

Mr. Brown: I thought maybe security might have because it hasn't been nearly as bad.

Mr. Soukup: No one is playing on the court next to my house at all.

Mr. Brown: So, it might be too hot. Did our card system get hacked?

Mr. Showe: It was a systemwide issue that affected almost every property that had an e-merge type system.

Mr. Scheerer: That doesn't apply to your card reader.

Mr. Brown: I was just thinking why somebody would hack into our gate.

Mr. Showe: The entire e-merge system was compromised, which impacted every property that we have.

Mr. Scheerer: I have seven gates at Reunion that I'm pricing that upgrade on. It comes up to \$3,000 per gate.

Mr. Showe: We could wait for e-merge to figure out what happened and fix it, but there was no timeframe or we could make some changes to the entire software with new equipment. So, we made that change at all of our properties.

Mr. Brown: I had one more item. Can we do something with the wall at the entrance of Partin Settlement Road. because it has a big crack in it? Its covered in moss.

Mr. Scheerer: I already called the masonry company to look at it.

Mr. Soukup: Are there any other Supervisor Requests?

Ms. Zaresk: I believe that I heard at the last meeting and I certainly see the increase again, because for a long period of time we didn't see it from one of our residents who shows all of the parking. It really helped when we put the restriction on them. I don't know.

Mr. Soukup: On one individual, do you mean?

Ms. Zaresk: Do we need to talk about doing that again?

Mr. Mehrlich: I lived down the road from that.

Ms. Zaresk: I know you do.

Mr. Mehrlich: They pop up, but when I go down the road 10 minutes later, they are gone.

Ms. Zaresk: Right.

Mr. Mehrlich: So, they are very erratic. Then there are times when they are there and they know exactly what they are doing because their cars are right there. She posts a lot, but when I go by there, they are not there. It would be hard for me to catch them in my neighborhood when they are there. Sometimes they are there all day long. So, it's very sporadic. I was going to talk about that. The guards don't stop them. They just ignore them.

Ms. Zaresk: Okay. I guess that I just struggle with that as we all do. Is there possibly anything that should be reported to the police as illegal activity or a nuisance? Quite honestly, I'm tired of hearing about it. I know that we all are. I keep struggling with some idea that we can tell the HOA, "*Go down this path, report them as a nuisance.*" But I'm tired of these people burdening us with it.

Mr. Showe: I would say if there was something that we saw on those videos as illegal activity, we would be contacting the Sheriff's Office ourselves. I don't see anything that's illegal.

Ms. Zaresk: Right.

Mr. Showe: When I get those videos and spot something, they go straight to security within minutes, because I want security to see as quick as they can, what's going on.

Ms. Zaresk: Okay.

Mr. Showe: Again, Tim's point, if they are gone within 10 or 15 minutes, there's nothing we can do.

Ms. Zaresk: Okay.

Mr. Showe: In order for us to use that provision in the rules, we have to prove that they are getting around the rules somehow. If they are not even violating the rules, I don't know how you make that determination.

Ms. Zaresk: I understand.

Mr. Showe: That's kind of a Scott question, but it makes it difficult.

Mr. Clark: Yeah, there needs to be evidence.

Mr. Showe: We drive on that property every time that we're onsite and there are no cars there. I will say that based on the previous company, the majority of complaints that we received, were far reduced. Under the prior company, we would get lots of complaints from a myriad of people, versus what we are getting now, which is from a very select group of people.

Ms. Zaresk: Yes.

Mr. Showe: It may be down to about three that are constant. Every time we get them, they go straight to security.

Ms. Zaresk: I got it. Thank you.

Mr. Soukup: Okay. Mr. Mehrlich?

Mr. Mehrlich: Yeah. I'm going to try to be as short as possible. I would like to ask if we could listen to a 15-minute presentation from another security company that would like to do security work here. That wasn't what I was coming in here to do, but I made a phone call to the guy that we got copied on from an email sent by someone named Darrin. I wanted to ask for the Board to agree to some different changes to improve what is going on, but I don't even want to do that now after talking to this guy. I was on the phone with him over an hour today and couldn't get him off, but he said some interesting things. He did research on what DSI is and what they are not.

He has his own spiel on all of these things, but I had some emails that went back and forth with DSI and with Bill and Bill's boss. I really feel weird because I'm an entrepreneur. I'm a person that does things as a business owner. I'm not used to doing things in a corporate world. We are supposed to have somebody else that I can't even talk to. I don't even though if I have people's support and its very strange. I don't totally understand it and I should. I guess committees could potentially help that. It boils down to these guys not doing what they are supposed to be doing. We're paying them \$30,000 a month and I think that they are one of our highest vendors. They are sleeping on the job and leaving the gates open. When I sent them a nice email, I'm called out because I said that it occurred at 12:00 p.m. instead of 12:00 a.m. Well, the incident occurred at 11:00 p.m. I said that the guy had a laptop, but the guy told me that he doesn't own a laptop. He had some sort of a devise that had a light on it. Maybe it wasn't a laptop. It was a phone or something. Then I was told that he was in the bathroom. Then I was told that the gates were malfunctioning. So, they had every excuse in the world about doing this or not doing this. A few days later, we came through here again and the guy was doing the exact same thing. The gates were wide open. The lights were off. The guy was sitting there playing on his phone, because he doesn't own a laptop. So, I called Bill at 12:00 a.m. and said, "*Hey, go down there right now.*" So, he called and the guy left this office. We watched him. He drove down there and sat there for a few minutes and left. The guy shut the gates. I don't know if the lights were off that particular night, but he went down there, went about his business and the guy drove back down here. So, I called Bill and sent his officer down, but other than that, they want to make all kinds of excuses. I say to Bill, "*All they have to do is open and close the gate, that's it*" and they're not even doing that.

Mr. Soukup: What are the terms of our current agreement with them?

Mr. Showe: There are provisions for how they perform those services. There are guidelines. Obviously, when we observe things and we hear what Tim is saying, we're immediately talking to them as well. Alan is reviewing the camera and we are showing the footage to Bill. Now I will note that because of the size of the contract, we have to go through a formal bid process.

Mr. Soukup: Correct.

Mr. Showe: I wouldn't recommend going through that now.

Mr. Mehrlich: One other thing that I want to say on the record. It was admitted in writing that they were not doing their job because they were afraid of the interaction from the bad resident

or tenant, whoever they might be. They actually admitted that in writing. They didn't say it in those exact words, I'm paraphrasing, which tells me that they are not stopping at 114 Westmoreland because they don't want this raving maniac to come out the door and threaten them and I get it. The guy I talked to today, wore body cams and had cameras everywhere. But as a homeowner, resident and taxpayer in this community, if 10% of what you said was actual, it would be great, but I told him today, *"Listen, I don't trust anything that anybody tells me until I see it. I'm sitting here talking to you in a conversational tone, but these guys speak in politically correct very short very decisive words. I know our attorney is not going to agree with half of what you are saying. So, you have to show me."*

Mr. Jaisingh: We used to have Orange Security here and it didn't go well.

Mr. Mehrlich: Well, this is not them. Can we listen to the guy?

Mr. Showe: Absolutely.

Mr. Mehrlich: I told him 15 minutes maximum. Obviously, if you ask questions it will be longer. Are you cool with that, Alan?

Mr. Scheerer: It's your decision.

Mr. Mehrlich: I understand.

Mr. Scheerer: I'm here until somebody says, *"Adjourn."* I will be happy to listen to them.

Mr. Soukup: Keep it brief. He can email a proposal on his services to us in advance.

Mr. Showe: Send us any documentation that he would like to present and we'll circulate it as part of the agenda.

Mr. Soukup: I don't want to hear a 15-to-30-minute spiel on how great he is. Send it to us in advance and if we have questions, we can ask them.

Mr. Clark: It can't be a proposal because we have a process.

Mr. Soukup: Correct.

Mr. Mehrlich: Do you want to make it a 10-minute-long presentation?

Mr. Soukup: I want it as brief as possible because if we have HOA members or residents and they want to start asking questions, it can start getting pretty crazy, especially when we have a strict bid process.

Mr. Mehrlich: We're not here for a speedy meeting. I can say, *"Look, the meeting starts at 6:00 p.m. and we are home by 7:00 p.m."* I get it. I appreciate that and I like that. That is not our

responsibility. Our responsibility is to take care of the 1,800 people that are here and it's not how fast we can get out of here.

Mr. Soukup: I'm not trying to make it fast. I'm trying to make sure that it doesn't get out of control. Because we can get into a yelling match and that's the last thing we need as a Board.

Mr. Mehrlich: Listen, I love getting out of here, but this is a big issue. Maybe I'm the only person, but why are we paying somebody to sleep? They didn't give us a credit. They guy is sleeping. I simply asked a question. I'm not getting mad, but I asked the guy, "*Why didn't you close the gate?*" He didn't answer me. They looked at the camera. I turned around, came back and went to the visitor's side. That's not a good thing because the guy doesn't know me from Adam, which is not a great thing, but I simply wanted to ask him again, "*Why did you not lower the gate when he let the guy through?*" It was somewhere between 5 and 60 seconds, but the guy kept me from going through the gate, which is dead wrong. The problem I have is that he opens the gate, lets the presumed resident drive through and there is a button on there that he can hit that will make the gate go up and come back down, but they throw the gate up and let it stay up. A couple of nights ago, after all of this conversation, the same guy clicked the button up, when four or five cars showed up and left the gate up. I was going to ask the Board tonight if they thought it was okay, but at this point, I don't even want to go there. I'm going to listen to this guy because what he says he can do is far better than them fixing these few things that they are doing. This guy trained the kid that just got fired because he was sleeping in the office. I think the problem is with the guy doing the training. If you have a restaurant and hire new servers and they are bad, you've got something bad further upstream than down here. I think they have somebody doing bad training, personally. I'll be quiet now.

Mr. Showe: He's certainly willing to come out. I think Scott's point is we want to make sure that he's not presenting a proposal.

Mr. Soukup: Yes.

Mr. Showe: It needs to be more general information.

Mr. Mehrlich: Of what he can provide.

Mr. Showe: The reason for that, Scott correct me, but if he's presenting a proposal and then you go out and bid and you have to select them, it could lead to a challenge in the bidding process.

Mr. Clark: We went through this last time. One thing that I noticed in our rules in general, we have more latitude with security than with landscaping. So, if we end up going out for bids, we

can maybe design our process in a way that we think will work. So, if this guy comes in, I don't want him talking about his company. He should discuss what a good security system looks like for your neighborhood.

Mr. Soukup: More generic.

Mr. Brown: We get stuff all the time from people trying to find work and saying, "*Here's what we do.*"

Mr. Mehrlich: I like face to face presentations.

Mr. Soukup: We could ask questions.

Mr. Brown: He could still send us stuff that has his company's information.

Mr. Mehrlich: We have all of the information.

Mr. Clark: It's a little different to send the Board stuff than to send Jason or me stuff. I get stuff a dozen times a week from people who look up CDDs and see that I'm the Registered Agent.

Mr. Mehrlich: He knows what we are paying and what we're doing. He's driven through the place.

Mr. Soukup: Is this something that needs to be communicated through Jason instead of through a Board Member?

Mr. Clark: He can communicate through one Board Member.

Mr. Mehrlich: I don't want to be a point person necessarily. I don't recommend doing it that way as opposed to having them come and sit here. Let's just make sure that he doesn't give us a proposal.

Mr. Showe: That's the key thing.

Mr. Mehrlich: Do you want to reach out to him as opposed to me and say, "*The Board agreed to 10 minutes?*"

Mr. Clark: Yeah. That's probably best.

Mr. Showe: Provide me his contact information and I'll reach out to him.

Mr. Mehrlich: It's on the email. t.

Mr. Showe: I don't recall receiving it.

Mr. Mehrlich: It was emailed to everybody.

Mr. Showe: I didn't receive it.

Mr. Mehrlich: Okay. I'll send it to you when I leave here.

Mr. Showe: Okay.

Mr. Mehrlich: The guy's name was Darrin. Like I said, there will be some confrontation. He said that he can close the gates, which you guys say absolutely cannot happen.

Mr. Showe: His last name might be Friedman.

Mr. Brown: He can't do that. I take that back. He can do that, but he would be in violation if he does. I shouldn't say he can't do it, but there are different ways to do it. I've been to a CDD in Tampa where you have to present your Driver's License. There are different ways to do it.

Mr. Mehrlich: He is familiar with CDDs, but if this doesn't work out, then there are some things that I would like to ask DSI to change that might help.

Mr. Brown: What are the terms if we did want to go out for bid? Is it 60 days?

Mr. Showe: It would probably be a longer process than that because we do have to do a public bid. So, at the point you guys determine that you want to go through the process, we need to bring back a scope, which the Board would and then that scope gets advertised, a minimum of 30 days in the newspaper. Then at your next meeting, you would review those bids. It's typically a 90 plus day process.

Mr. Brown: What is our out clause with them?

Mr. Clark: 30 or 60 days.

Mr. Showe: I'll double check.

Mr. Clark: Not more than 60 days.

Mr. Scheerer: Its typically 30 days, but it may be longer for security.

Mr. Clark: The bigger contracts are 60 days instead of 30 days because of the time that it takes to replace them.

Mr. Mehrlich: One thing that he said is he does video for body cams. So, when there is a confrontation like street parking, he has a record of that. It helps his parking enforcement procedure.

Mr. Soukup: Mr. Brown?

Mr. Brown: I went through all of mine.

Mr. Showe: I found it. It says termination without cause is 30 days.

Mr. Soukup: Good.

Mr. Showe: Typically, what you do with that is you start going through the bidding process, you select a new vendor and that's when we initiate the 30-day termination. We use that time to negotiate the new contract and try to time it out.

TENTH ORDER OF BUSINESS

Next Meeting Date – August 29, 2023

Mr. Soukup: Our next meeting is set for Tuesday, August 29, 2023.

ELEVENTH ORDER OF BUSINESS

Adjournment

Mr. Soukup adjourned the meeting.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION VI



Public Fund Money Market Disclosure

This disclosure contains information about certain features of your BankUnited, N.A. ("BankUnited") Public Fund Money Market Account (the "Account"). Please refer to our Depositor's Agreement and applicable Schedule of Fees for additional terms and conditions that govern your Account with us.

Minimum balance to open the account – \$100.00

Minimum daily balance required to earn interest – None

Monthly Maintenance Fee - \$15.00

To avoid the imposition of a monthly maintenance fee you must maintain a minimum daily balance of \$2,500.00 in the Account during each statement cycle.

Rate Information – This Account earns interest at a variable rate. The current interest rate for this Account is 4.889 %, with an annual percentage yield (APY) of 5.0 %. The interest rate and annual percentage yield may change at any time, at our discretion.

Determination of Rate - The interest rate and APY on your Account are variable and may change at any time at our discretion without notice or limit.

Frequency of Rate Change – We may change the interest rate on your Account as often as daily without prior notice.

Compounding Frequency – Interest will be compounded monthly.

Crediting Frequency – Interest will be credited to your Account monthly.

Effect of closing your Account – If you close your Account before interest is credited, you will not receive the accrued interest.

Balance computation method - We use the daily balance method to calculate the interest on your Account. This applies a daily periodic rate to the principal in the account each day.

Accrual of Interest on Non-cash Deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (i.e. checks).



Transaction Limitations – *We may limit certain types of withdrawals and transfer transactions you may make from a savings or money market account to a maximum combined total of six (6) per month or monthly statement cycle. ATM or in-person withdrawals/transfers are not included in these transaction limitations. An Excessive Transaction Fee (see below for the current fee) may be assessed for each transaction in excess of these limitations. Please refer to your Depositor's Agreement for additional details.*

Excessive Transaction Fee - \$9.00

Notice Requirement- As required by federal regulations, we reserve the right to require you to provide written notice at least seven (7) days prior to an intended withdrawal from your Account.

Early Closeout Fee – A \$15.00 early closeout fee will be assessed if the Account is closed within 180 days of the Account opening date.

SECTION VII

SECTION A



CLARK & ALBAUGH, LLP

M E M O R A N D U M

From: Clark & Albaugh, LLP

To: Board of Supervisors
Remington Community Development District

Date: August 2, 2023

Subject: Bonding Capacity

A question at the July Board meeting regarding the remaining bonding capacity, if any, of the District. Here are the details:¹

1. A Bond Validation Judgment was entered on May 16, 1994, which authorized the District to issue up to \$37,265,000 in special assessment bonds. A copy is attached.
2. The District issued \$14,100,000 in bonds on November 1, 1994.
3. The District issued \$17,200,000 in bonds in two series on October 1, 1997.
4. The District issued \$2,210,000 in bonds on November 1, 1999.
5. Refunding bonds were issued in 2008, but they do not absorb any more bonding capacity.

As a result of these activities, the District retains \$3,755,000 in unused bonding capacity from the original validation amount.

¹ Bond issue details are from the Electronic Municipal Market Access website: emma.msrb.org

MEL WILLS JR., CLERK OF THE CIRCUIT COURT - OSCEOLA CTY
05/17/94 10:07 VERIFIED: LAA INSTR # 94-041186 BK 1189
PG 0690

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND
FOR OSCEOLA COUNTY, FLORIDA

CASE NO. CI 94-0568

FILED IN OSCEOLA COUNTY
5/16/94
MEL WILLS JR.
DEPUTY CLERK

REMINGTON COMMUNITY DEVELOPMENT DISTRICT,
a local unit of special-purpose government
organized and existing under the laws of
the State of Florida,

Plaintiff,

v.

THE STATE OF FLORIDA, AND THE TAXPAYERS,
PROPERTY OWNERS AND CITIZENS OF REMINGTON
COMMUNITY DEVELOPMENT DISTRICT, INCLUDING
NON-RESIDENTS OWNING PROPERTY OR SUBJECT
TO TAXATION THEREIN, AND OTHERS HAVING OR
CLAIMING ANY RIGHTS, TITLE OR INTEREST IN
PROPERTY TO BE AFFECTED BY THE ISSUANCE OF
NOT IN EXCESS OF THE BONDS HEREIN DESCRIBED
OR TO BE AFFECTED IN ANY WAY THEREBY,

Defendants.

FINAL JUDGMENT

This matter, having come before this Court in accordance with
the Notice and Order to Show Cause Why \$37,265,000 Remington
Community Development District Special Assessment Bonds Should Not
Be Validated and Confirmed (the "Notice and Order to Show Cause")
issued by this Court on April 15, 1994, and directed against the
State of Florida and against the property owners, taxpayers and

citizens of Remington Community Development District, including nonresidents owning property or subject to taxation therein, and all others having or claiming any right, title or interest in property to be affected by the issuance by Remington Community Development District (the "District" or "Plaintiff") of its Special Assessment Bonds, hereinafter more particularly described (the "Defendants") and the State Attorney for this Circuit having filed an Answer, and this Court having considered the Complaint and Answer and having heard testimony and considered all evidence presented, this Court hereby finds as follows:

1. This action was properly brought pursuant to Chapter 75, Florida Statutes.

2. The Notice and Order to Show Cause entered by this Court on April 15, 1994, giving proper notice as required by law to the Defendants was duly published as required by Chapter 75, Florida Statutes.

3. A copy of the Complaint was served upon the Division of Bond Finance of the State Board of Administration as required by Chapter 75, Florida Statutes and service was accepted on April 18, 1994 by Robert Niro, Senior Attorney for the Division of Bond Finance. A copy of the Complaint was served upon the State Attorney, Lawson L. Lamar, and service was accepted on April 15, 1994 by Assistant State Attorney, Jon B. Morgan. No other person or party has made any appearance or filed any pleading or paper of any kind whatever in this matter.

4. This Court has jurisdiction of this cause, including jurisdiction of the subject matter and of the parties herein involved; this is the proper forum to determine the legality and validity of Plaintiff's Special Assessment Bonds, the validity and lien status of the non-ad valorem special assessments securing the Bonds and all proceedings and matters incidental thereto.

5. The District is duly and validly established as a community development district pursuant to Chapter 190, Florida Statutes (along with other applicable law, the "Act"), and lawfully exists as an independent special district with full authority to exercise all powers conferred upon it by law and its charter.

6. John "Chip" Webb, Larry W. Lucas, Theodore A. Wettstein, Joe Tramell and Douglas A. Russell are the duly designated, qualified and acting members of the governing Board of Supervisors of the District (hereinafter collectively referred to as the "Board"). The aforescribed Supervisors were duly and validly elected as such in compliance with all requirements of the Constitution and Statutes of the State of Florida and the decision of the courts with respect thereto.

7. The facilities authorized under the Act, including the water, sewer, drainage and roadway improvements to be planned, financed, acquired, constructed, equipped and installed by the District pursuant to the Act for the special benefit of the District lands (the "Project") proposed by the District are authorized to be undertaken by the District and are essential for

the health, safety and welfare of the landowners and inhabitants of the District, present and future, and will also confer upon the parcels of property within the District special and peculiar benefit in addition to any general community-wide health, safety and welfare.

8. The District has the power and authority to levy non-ad valorem special assessments to pay the costs of acquisition and construction of the Project.

9. The District has the power and authority to borrow funds through the issuance of its not to exceed \$37,265,000 Special Assessment Bonds, in one or more series (the "Bonds") to finance the costs of the Project, including the costs of issuance of the Bonds, funding the reserve fund and funding the capitalized interest, and to pledge the revenue to be derived from the non-ad valorem special assessments, and from such other funds and accounts as specified in the Indenture, as security for, and the source of repayment of, the Bonds.

10. The District's proceedings relating to its decision to undertake the Project and to levy non-ad valorem special assessments to defray the costs thereof have been properly noticed and held and the resolutions authorizing the issuance of the Bonds, the adoption of the form of Indenture and the assessment of the non-ad valorem special assessments were all adopted and undertaken as required by applicable law.

11. The non-ad valorem special assessments are valid and binding first liens against the parcels as apportioned and as delineated on the assessment roll, until paid.

12. The apportionment of the special assessments and the assessment methodology is in accordance with the Fishkind & Associates report and is fair and reasonable. The final non-ad valorem assessment roll evidences the fair and reasonable apportionment of the special assessments and is valid and binding.

13. The methods established for collecting and enforcing the special assessments as described in the Indenture are fair and appropriate and legally enforceable.

14. The proceedings authorizing issuance of the Bonds have been duly and lawfully noticed, held and undertaken in accordance with applicable law. The form of Indenture, naming First Union National Bank of Florida as Trustee, as said form may be amended or modified by the District and supplemented by supplemental series indenture(s), is authorized and, when executed by all parties, shall be binding and enforceable in accordance with its terms. The District, prior to delivery of the Bonds, shall enter into the Indenture, as may be amended, modified or supplemented, with First Union National Bank of Florida or such other qualified trustee. First Union National Bank of Florida or other qualified trustee is authorized to act as bonded Trustee under the Indenture, as amended, modified and supplemented, and shall certify the proper

expenditure of the proceeds of the Bonds in accordance with §75.04, Florida Statutes.

15. The Bonds shall be secured by the non-ad valorem special assessments on the specially and peculiarly benefitted property within the District and neither the full faith and credit nor taxing power of the District, Osceola County or the State of Florida shall be available or pledged for the repayment of the Bonds. Upon due issuance of the Bonds for the consideration and in conformance to the requirements of the District resolutions, the Bonds will constitute valid and binding limited obligations of the District and will be enforceable in accordance with their terms, as such terms are further established by series resolution adopted by the District prior to the issuance of the Bonds.

16. All of the material allegations of the Complaint Seeking Validation in this matter are true and correct. All requirements of the Constitution and laws of the State of Florida pertaining to the issuance of the Bonds and the security for the payment thereof have been strictly followed and the issuance of the Bonds has been duly authorized.

NOW, THEREFORE, it is ordered and adjudged as follows:

A. The District has been validly established and lawfully exists as a community development district under Chapter 190, Florida Statutes, and has the power to acquire, construct and undertake the Project and levy the Special Assessments. The

District also has the power to maintain and operate the Project or any portion thereof.

B. All proceedings held in connection with the levying of the Special Assessments are legal and valid and the Special Assessments made pursuant thereto provide special benefits peculiar to the property against which they are levied, are reasonably, fairly and equitably apportioned, and constitute valid and binding first liens against the lots in the District against which they have been imposed, until paid, and such Special Assessments are hereby expressly validated and confirmed as liens against such property.

C. The subject Bonds, to-wit: not in excess of \$37,265,000 of Remington Community Development District Special Assessment Revenue Bonds, the issuance thereof in one or more series, and all proceedings had and taken in connection therewith, all as enumerated in the foregoing findings of fact and rulings of law, are for a valid, lawful and proper purpose, are hereby declared to be fully authorized by and in compliance with law, and are hereby expressly validated and confirmed upon the issuance of the Bonds for consideration and in conformance to the requirements of the Resolution. The Bonds shall constitute valid and binding limited obligations of the District and will be enforceable in accordance with their terms as such terms are further established by series resolutions adopted in accordance with the Resolution prior to their issuance. Neither the full faith and credit nor taxing power

of the District, Osceola County or the State of Florida, nor any general funds of the District, Osceola County or the State of Florida shall be available for payment of the Bonds.

D. The Bonds hereby validated shall have stamped or written thereon a statement in substantially the form prescribed in §75.11, Florida Statutes, and when so stamped or written, no further statement or certificate with respect to validation need appear thereon.

DONE AND ORDERED in Chambers at Kissimmee, Osceola County, Florida, this 16th day of May, 1994.

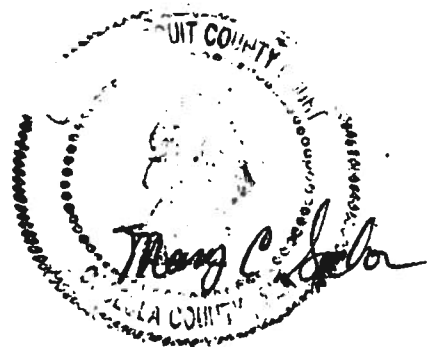
Franklin Kurey
CIRCUIT JUDGE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy hereof has been furnished by hand delivery to Fred F. Harris, Jr., Esq., Greenberg Traurig, P.O. Drawer 1838, Tallahassee, FL 32302; Paula C. Coffman, Assistant State Attorney, Ninth Judicial Circuit of Florida, P.O. Box 1673, Orlando, FL 32802-1673; and to Scott D. Clark, Esq., Graham, Clark, Jones, Pratt & Marks, P.O. Drawer 1690, Winter Park, FL 32790, this 16th day of May, 1994.

Scott D. Clark
Scott D. Clark

11-8-94



SECTION C

SECTION 1

Remington Community Development District

Summary of Check Register

July 15, 2023 to August 18, 2023

Bank	Date	Check No.'s	Amount
General Fund	7/20/23	7082 - 7090	\$ 34,997.84
	7/27/23	7091 - 7094	\$ 6,117.05
	8/3/23	7095 - 7104	\$ 67,320.48
	8/10/23	7105 - 7110	\$ 26,169.02
	8/17/23	7111	\$ 2,395.00
			<hr/>
			\$ 136,999.39
Total Amount			\$ 136,999.39

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
7/20/23	00038	7/10/23	12418	202307 320-53800-34700	WIPAK MNTHLY FEE-JUL23 ACCESS CONTROL TECHNOLOGIES	*	240.00	240.00	007082
7/20/23	00290	7/06/23	5325	202307 320-53800-35100	INSTAL SCREEN/CLEAN TRACK	*	285.00		
		7/14/23	5327	202307 320-53800-57200	RPLCD SINK DRAIN & VANITY BERRY CONSTRUCTION INC.	*	635.00	920.00	007083
7/20/23	00333	6/11/23	13488	202307 320-53800-49100	INSPECT PLAYGROUND HONEL PROPERTY MAINTENANCE, INC	*	525.00	525.00	007084
7/20/23	00127	7/13/23	5287595	202306 310-51300-31100	ENGINEERING SVCS-JUN23 HANSON, WALTER & ASSOCIATES, INC.	*	4,423.75	4,423.75	007085
7/20/23	00331	7/10/23	JD071320	202307 310-51300-42600	NEWSLETTER DELIVERY-JUL23 JON DALEY	*	428.25	428.25	007086
7/20/23	00213	6/23/23	54665	202306 320-53800-34500	SECURITY SVCS-06/22-06/30 OSCEOLA COUNTY SHERIFF'S OFFICE	*	795.84	795.84	007087
7/20/23	00328	7/20/23	INV16214	202307 320-53800-46200	LANDSCAPE MAINT-JUL23 REW LAWN & IRRIGATION	*	24,930.00	24,930.00	007088
7/20/23	00125	7/12/23	403401	202307 320-53800-46500	BLEACH/ACID/SODIUM	*	590.00		
		7/12/23	403510	202307 320-53800-46500	BULK BLEACH SPIES POOL LLC	*	795.00	1,385.00	007089
7/20/23	00282	6/01/23	23-2189	202305 320-53800-46700	CLUBHOUSE CLEAN-MAY23	*	1,150.00		
		6/01/23	23-2189	202305 320-53800-35000	GUARD HOUSE CLEAN-MAY23 WESTWOOD INTERIOR CLEANING INC.	*	200.00	1,350.00	007090
7/27/23	00038	5/31/23	S93305	202305 320-53800-34800	REPAIR RESIDENT BARRIER ACCESS CONTROL TECHNOLOGIES	*	450.73	450.73	007091

REMI -REMINGTON - MBYINGTON

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
7/27/23	00290	7/20/23	5331	202307	320	53800	47300			*	385.00		
									INSPECT/RPLCD SCREW/BOLTS				
7/20/23		7/20/23	5332	202307	320	53800	47300			*	910.00		
									REPAIR FENCE- PLAYGROUND				
7/20/23		7/20/23	5333	202307	320	53800	57200			*	465.00		
									REINSTALL TOILET				
7/20/23		7/20/23	5334	202307	320	53800	47800			*	365.00		
									INTLD-NEW BASKETBALL NETS				
7/20/23		7/20/23	5335	202307	320	53800	53300			*	765.00		
									REPAIR/RESET SIGNS				
									BERRY CONSTRUCTION INC.			2,890.00	007092
7/27/23	00213	7/06/23	54710	202307	320	53800	34500			*	1,276.32		
									SECURITY SVCS-07/05-07/14				
									OSCEOLA COUNTY SHERIFF'S OFFICE			1,276.32	007093
7/27/23	00128	7/21/23	USA03239	202307	320	53800	53000			*	1,500.00		
									MECHANICAL SWEEPING-JUL23				
									USA SERVICES OF FLORIDA, INC			1,500.00	007094
8/03/23	00290	7/29/23	5342	202307	320	53800	46500			*	385.00		
									REMOVE TRASH BY POOL				
7/29/23		7/29/23	5343	202307	320	53800	57200			*	465.00		
									REPAIR POOL DECK PAVERS				
7/29/23		7/29/23	5344	202307	320	53800	47300			*	635.00		
									CLEAN COMMON AREA				
7/29/23		7/29/23	5345	202307	320	53800	57200			*	785.00		
									REINSTALL MEN'S TOILET				
7/30/23		7/30/23	5346	202307	320	53800	57200			*	635.00		
									REPLACE LIGHT BULDS				
									BERRY CONSTRUCTION INC.			2,905.00	007095
8/03/23	00082	8/01/23	18446	202307	310	51300	31500			*	1,320.00		
									GENERAL MATTERS				
8/01/23		8/01/23	18447	202307	310	51300	31500			*	804.00		
									PARTIN SETTLEMENT				
									CLARK & ALBAUGH, LLP			2,124.00	007096
8/03/23	00321	7/31/23	1804647	202307	320	53800	34500			*	31,843.63		
									SECURITY SVCS-07/01-07/31				
7/31/23		7/31/23	1804648	202307	320	53800	34500			*	150.00		
									TRACK TIK 07/01-07/31				
									DSI SECURITY SERVICES			31,993.63	007097
8/03/23	00328	8/01/23	INV16437	202308	320	53800	46200			*	24,930.00		
									LANDSCAPE MAINT-AUG23				
									REW LAWN & IRRIGATION			24,930.00	007098

REMI -REMINGTON - MBYINGTON

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/03/23	00291	8/01/23	9010	202308	320-53800-46400		ROBERTS POOL SERVICE AND REPAIR INC	*	650.00	650.00	007099
			POOL MAINTENANCE-AUG23								
8/03/23	00125	7/18/23	403610	202308	320-53800-46500		SPIES POOL LLC	*	125.00	125.00	007100
			CHEMICAL CONTROLLER-AUG23								
8/03/23	00071	8/01/23	43635070	202308	320-53800-46800		TERMINIX COMMERCIAL	*	72.00	72.00	007101
			PEST CONTROL-AUG23								
8/03/23	00292	7/31/23	2307-031	202307	320-53800-53300		TRAFFIC ENGINEERING & MGMT LLC	*	902.75	902.75	007102
			SCHOOL SIGNAGE								
8/03/23	00128	7/28/23	USA03254	202307	320-53800-53000		USA SERVICES OF FLORIDA, INC	*	1,500.00	1,500.00	007103
			MECHANICAL SWEEPING-2XJUL								
8/03/23	00282	7/01/23	23-2469	202306	320-53800-46700		WESTWOOD INTERIOR CLEANING INC.	*	1,100.00		
			CLUBHOUSE CLEAN-JUN23								
		7/01/23	23-2469	202306	320-53800-35000			*	200.00		
			GUARD HOUSE CLEAN-JUN23								
		7/01/23	23-2469	202306	320-53800-46700			*	818.10		
			CLEANING SUPPLIES								
8/10/23	00038	7/28/23	S96447	202307	320-53800-34800		ACCESS CONTROL TECHNOLOGIES	*	2,388.33		
			RPLCD SECURA KEY CARD								
		7/28/23	S96569	202307	320-53800-34800			*	363.23		
			REPAIR CARD READER								
		7/31/23	S96003	202307	320-53800-34800			*	6,520.64		
			RPR-ACCESS CONTROL PANEL								
		7/31/23	S96904	202307	320-53800-34800			*	447.85		
			BARRIER GATE REPAIR								
		7/31/23	S96908	202307	320-53800-34800			*	245.00		
			BARRIER GATE REPAIR								
		7/31/23	S96914	202307	320-53800-34800			*	600.00		
			BARRIER GATE REPAIR								
		7/31/23	S97187	202307	320-53800-57200			*	420.00		
			INSTALL NEW CARD READER								
										10,985.05	007105
8/10/23	00289	6/02/23	I112458	202306	320-53800-53400		BROWNIE'S SEPTIC & PLUMBING, LLC	*	2,875.00	2,875.00	007106
			CLEAR STORM BLOCKAGE								

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #	
8/10/23	00290	8/03/23	5349	202307	320	53800	35100			*	635.00			
			REPAIR FENCE GUARDHOUSE											
		8/03/23	5350	202308	320	53800	47300			*	555.00			
			REPAIR/RPLCD GATE LATCH											
		8/04/23	5352	202308	320	53800	57200			*	285.00			
			INSTALL 2 TABLE BY POOL											
			BERRY CONSTRUCTION INC.										1,475.00	007107
8/10/23	00168	8/01/23	500	202308	310	51300	34000			*	6,180.75			
			MANAGEMENT FEES-AUG23											
		8/01/23	500	202308	310	51300	35200			*	83.33			
			WEBSITE MANAGEMENT-AUG23											
		8/01/23	500	202308	310	51300	34100			*	125.00			
			INFORMATION TECH-AUG23											
		8/01/23	500	202308	310	51300	51000			*	1.17			
			OFFICE SUPPLIES											
		8/01/23	500	202308	310	51300	42000			*	127.21			
			POSTAGE											
		8/01/23	501	202308	320	53800	12000			*	2,475.83			
			FIELD MANAGEMENT-AUG23											
			GOVERNMENTAL MANAGEMENT SERVICES										8,993.29	007108
8/10/23	00213	7/22/23	54755	202307	320	53800	34500			*	638.16			
			SECURITY SVCS-07/21-07/26											
			OSCEOLA COUNTY SHERIFF'S OFFICE										638.16	007109
8/10/23	00125	8/02/23	404526	202308	320	53800	46500			*	352.52			
			BLEACH/ACID/SODIUM BICARB											
		8/02/23	404834	202308	320	53800	46500			*	850.00			
			BULK BLEACH											
			SPIES POOL LLC										1,202.52	007110
8/17/23	00127	8/16/23	5288006	202307	310	51300	31100			*	2,395.00			
			ENGINEERING SVCS-JUL23											
			HANSON, WALTER & ASSOCIATES, INC.										2,395.00	007111
			TOTAL FOR BANK A										136,999.39	
			TOTAL FOR REGISTER										136,999.39	

REMI -REMINGTON - MBYINGTON

SECTION 2

Remington
Community Development District

Unaudited Financial Reporting
July 31, 2023



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Remington
Community Development District
Combined Balance Sheet
July 31, 2023

	<i>General Fund</i>	<i>Capital Reserve Funds</i>	<i>Totals Governmental Funds</i>
Assets:			
Cash:			
Operating Account	\$ 616,914	\$ -	\$ 616,914
Pavement Management	\$ -	\$ 348,237	\$ 348,237
Capital Projects Fund	\$ -	\$ 5,745	\$ 5,745
Investments:			
State Board Administration	\$ 153,928	\$ 326,784	\$ 480,712
Total Assets	\$ 770,842	\$ 680,766	\$ 1,451,608
Liabilities:			
Accounts Payable	\$ 59,072	\$ -	\$ 59,072
Deferred Revenue	\$ 88,600	\$ -	\$ 88,600
Total Liabilities	\$ 147,672	\$ -	\$ 147,672
Fund Balances:			
Assigned For:			
Capital Projects	\$ -	\$ 5,745	\$ 5,745
Pavement Management	\$ -	\$ 675,021	\$ 675,021
Unassigned	\$ 623,170	\$ -	\$ 623,170
Total Fund Balances	\$ 623,170	\$ 680,766	\$ 1,303,936
Total Liabilities & Fund Equity	\$ 770,842	\$ 680,766	\$ 1,451,608

Remington
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2023

	Adopted Budget	Prorated Budget Thru 07/31/23	Actual Thru 07/31/23	Variance
Revenues:				
Maintenance Assessment	\$ 1,468,418	\$ 1,468,418	\$ 1,475,917	\$ 7,499
Miscellaneous Income	\$ 5,000	\$ 4,167	\$ 54,170	\$ 50,003
Interest Income	\$ 1,000	\$ 833	\$ 6,583	\$ 5,750
Total Revenues	\$ 1,474,418	\$ 1,473,418	\$ 1,536,670	\$ 63,252

Expenditures:

General & Administrative:

Supervisors Fees	\$ 12,000	\$ 10,000	\$ 9,400	\$ 600
FICA	\$ 918	\$ 765	\$ 719	\$ 46
Engineer	\$ 18,500	\$ 15,417	\$ 9,217	\$ 6,200
Attorney	\$ 27,500	\$ 22,917	\$ 22,648	\$ 269
Annual Audit	\$ 3,600	\$ 3,600	\$ 2,850	\$ 750
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Property Appraiser Fee	\$ 1,000	\$ 1,000	\$ 827	\$ 173
Management Fees	\$ 74,169	\$ 61,808	\$ 61,808	\$ 0
Information Technology	\$ 1,500	\$ 1,250	\$ 1,250	\$ 0
Website Maintenance	\$ 1,000	\$ 833	\$ 833	\$ 0
Telephone	\$ 80	\$ 67	\$ -	\$ 67
Postage	\$ 900	\$ 750	\$ 674	\$ 76
Insurance	\$ 46,781	\$ 46,781	\$ 42,523	\$ 4,258
Printing and Binding	\$ 1,500	\$ 1,250	\$ 101	\$ 1,149
Newsletter	\$ 3,300	\$ 2,750	\$ 2,737	\$ 13
Legal Advertising	\$ 2,300	\$ 1,917	\$ 435	\$ 1,482
Office Supplies	\$ 250	\$ 208	\$ 15	\$ 193
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Administrative Contingency	\$ 1,500	\$ 1,250	\$ 371	\$ 879
Total General & Administrative	\$ 201,973	\$ 177,737	\$ 161,583	\$ 16,154

Operation and Maintenance

Environmental

Lake Maintenance	\$ 18,200	\$ 15,167	\$ 11,385	\$ 3,782
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Utilities

Kissimmee Utility Authority	\$ 10,560	\$ 8,800	\$ 7,215	\$ 1,585
Toho Water Authority	\$ 56,000	\$ 46,667	\$ 26,013	\$ 20,654
Orlando Utilities Commission	\$ 19,200	\$ 16,000	\$ 17,217	\$ (1,217)
Centurylink	\$ 8,030	\$ 6,692	\$ 5,245	\$ 1,447
Bright House Network	\$ 5,775	\$ 4,813	\$ 4,149	\$ 663

Roadways

Street Sweeping	\$ 30,240	\$ 25,200	\$ 18,657	\$ 6,543
Drainage	\$ 7,000	\$ 5,833	\$ 5,750	\$ 83
Signage	\$ 5,000	\$ 5,000	\$ 9,798	\$ (4,798)

Remington
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2023

	Adopted Budget	Prorated Budget Thru 07/31/23	Actual Thru 07/31/23	Variance
Common Area				
Landscaping	\$ 314,118	\$ 261,765	\$ 249,300	\$ 12,465
Feature Lighting	\$ 6,000	\$ 5,000	\$ 535	\$ 4,465
Irrigation	\$ 10,500	\$ 8,750	\$ 4,395	\$ 4,355
Trash Receptacles & Benches	\$ 1,000	\$ 833	\$ -	\$ 833
Plant Replacement and Bed Enhancements	\$ 9,040	\$ 9,040	\$ 9,150	\$ (110)
Miscellaneous Common Area Services	\$ 10,700	\$ 8,917	\$ 7,015	\$ 1,902
Soccer/Ball Field Maintenance	\$ 2,000	\$ 2,000	\$ 4,190	\$ (2,190)
Recreation Center				
Pool Maintenance	\$ 18,500	\$ 15,417	\$ 19,522	\$ (4,106)
Pool Cleaning	\$ 8,400	\$ 7,000	\$ 7,050	\$ (50)
Pool Permits	\$ 550	\$ 550	\$ 525	\$ 25
Recreation Center Cleaning	\$ 16,695	\$ 13,913	\$ 11,068	\$ 2,844
Recreation Center Repairs & Maintenance	\$ 8,000	\$ 6,667	\$ 8,200	\$ (1,533)
Pest Control	\$ 832	\$ 693	\$ 683	\$ 10
Security				
Recreation Center Access	\$ 5,000	\$ 5,000	\$ 5,005	\$ (5)
Security Guard	\$ 374,835	\$ 312,362	\$ 328,728	\$ (16,366)
Gate Repairs	\$ 15,050	\$ 15,050	\$ 30,491	\$ (15,441)
Guard House Cleaning	\$ 3,300	\$ 2,750	\$ 1,900	\$ 850
Guard House Repairs and Maintenance	\$ 3,500	\$ 2,917	\$ 920	\$ 1,997
Gate Maintenance Agreement	\$ 900	\$ 900	\$ 2,060	\$ (1,160)
Other				
Contingency	\$ 10,000	\$ 8,333	\$ 4,852	\$ 3,481
Field Management Services	\$ 29,710	\$ 24,758	\$ 24,758	\$ (0)
Total O&M Expenditures	\$ 1,008,634	\$ 846,785	\$ 825,778	\$ 21,007
Total Expenditures	\$ 1,210,608	\$ 1,024,522	\$ 987,361	\$ 37,161
<i>Other Financing Uses</i>				
Transfer Out - Pavement Management	\$ 67,498	\$ 67,498	\$ 67,498	\$ (0)
Transfer Out - Capital Projects	\$ 196,313	\$ 196,313	\$ 223,313	\$ (27,001)
Total Other Financing Uses	\$ 263,810	\$ 263,810	\$ 290,811	\$ (27,001)
Total Expenditures & Other Financing Uses	\$ 1,474,418	\$ 1,288,333	\$ 1,278,172	\$ 10,161
Net Change in Fund Balance	\$ -	\$ -	\$ 258,498	
Fund Balance - Beginning	\$ -	\$ -	\$ 364,672	
Fund Balance - Ending	\$ -	\$ -	\$ 623,170	

Remington
Community Development District
Pavement Management Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2023

	Adopted Budget	Prorated Budget Thru 07/31/23	Actual Thru 07/31/23	Variance
Revenues:				
Interest Income	\$ 500	\$ 417	\$ 11,340	\$ 10,924
Total Revenues	\$ 500	\$ 417	\$ 11,340	\$ 10,924
Expenditures:				
Contingency	\$ 600	\$ 500	\$ 395	\$ 105
Total Expenditures	\$ 600	\$ 500	\$ 395	\$ 105
Excess Revenues/Expenditures	\$ (100)		\$ 10,945	
Other Financing Sources:				
Transfer In	\$ 67,498	\$ 67,498	\$ 67,498	\$ (0)
Total Other Financing Sources	\$ 67,498	\$ 67,498	\$ 67,498	\$ (0)
Net Change in Fund Balance	\$ 67,398		\$ 78,443	
Fund Balance - Beginning	\$ 595,487		\$ 596,577	
Fund Balance - Ending	\$ 662,885		\$ 675,021	

Remington
Community Development District
Capital Projects Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2023

	Adopted Budget	Prorated Budget Thru 07/31/23	Actual Thru 07/31/23	Variance
Revenues:				
Interest Income	\$ 50	\$ 42	\$ 5	(37)
Total Revenues	\$ 50	\$ 42	\$ 5	(37)
Expenditures:				
Capital Outlay - Fitness Equipments	\$ 10,000	\$ -	\$ -	-
Capital Outlay - Pressure Washing	\$ 10,000	\$ 10,000	\$ 19,400	(9,400)
Capital Outlay - Landscape Improvements	\$ 15,000	\$ -	\$ -	-
Capital Outlay - Sidewalk/Roadway Improvements	\$ 95,000	\$ 95,000	\$ 227,825	(132,825)
Capital Outlay - Rec Center Improvements	\$ 11,000	\$ -	\$ -	-
Capital Outlay - Street Tree Trimming	\$ 25,000	\$ 25,000	\$ 26,700	(1,700)
Contingency	\$ 600	\$ 500	\$ 381	119
Total Expenditures	\$ 166,600	\$ 130,500	\$ 274,306	(143,806)
Excess Revenues/Expenditures	\$ (166,550)		\$ (274,301)	
Other Financing Sources:				
Transfer In	\$ 196,313	\$ 196,313	\$ 223,313	27,001
Total Other Financing Sources	\$ 196,313	\$ 196,313	\$ 223,313	27,001
Net Change in Fund Balance	\$ 29,763		\$ (50,988)	
Fund Balance - Beginning	\$ 37,375		\$ 56,733	
Fund Balance - Ending	\$ 67,138		\$ 5,745	

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	\$ 23,965	\$ 18,959	\$ 47,601	\$ 26,967	\$ 8,646	\$ 21,593	\$ 53	\$ -	\$ -	\$ 1,475,917
Miscellaneous Income	\$ 450	\$ 450	\$ 400	\$ 270	\$ 520	\$ 490	\$ 320	\$ 50,690	\$ 240	\$ 340	\$ -	\$ -	\$ 54,170
Interest Income	\$ 260	\$ 316	\$ 358	\$ 380	\$ 1,145	\$ 1,451	\$ 629	\$ 675	\$ 668	\$ 702	\$ -	\$ -	\$ 6,583
Total Revenues	\$ 710	\$ 140,123	\$ 1,189,534	\$ 24,615	\$ 20,624	\$ 49,542	\$ 27,916	\$ 60,011	\$ 22,501	\$ 1,095	\$ -	\$ -	\$ 1,536,670
Expenditures:													
General & Administrative:													
Supervisors Fees	\$ 1,000	\$ -	\$ 2,000	\$ -	\$ 1,000	\$ 1,800	\$ 1,000	\$ 800	\$ -	\$ 1,800	\$ -	\$ -	\$ 9,400
FICA	\$ 77	\$ -	\$ 153	\$ -	\$ 77	\$ 138	\$ 77	\$ 61	\$ -	\$ 138	\$ -	\$ -	\$ 719
Engineer	\$ 300	\$ 225	\$ 75	\$ 300	\$ 225	\$ 300	\$ 525	\$ 448	\$ 4,424	\$ 2,395	\$ -	\$ -	\$ 9,217
Attorney	\$ 3,366	\$ 1,941	\$ 4,209	\$ 3,948	\$ 3,030	\$ 1,928	\$ 4,358	\$ (4,161)	\$ 1,905	\$ 2,124	\$ -	\$ -	\$ 22,648
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,850	\$ -	\$ -	\$ -	\$ -	\$ 2,850
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Property Appraiser Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 827	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 827
Management Fees	\$ 6,181	\$ 6,181	\$ 6,181	\$ 6,181	\$ 6,181	\$ 6,181	\$ 6,181	\$ 6,181	\$ 6,181	\$ 6,181	\$ 6,181	\$ -	\$ 61,808
Information Technology	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ -	\$ -	\$ 1,250
Website Maintenance	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ 83	\$ -	\$ -	\$ 833
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 21	\$ 34	\$ 55	\$ 59	\$ 94	\$ 84	\$ 184	\$ 24	\$ 55	\$ 63	\$ -	\$ -	\$ 674
Insurance	\$ 42,523	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,523
Printing and Binding	\$ 4	\$ 6	\$ 8	\$ 8	\$ 27	\$ 9	\$ 7	\$ 26	\$ 4	\$ 3	\$ -	\$ -	\$ 101
Newsletter	\$ 119	\$ 428	\$ 119	\$ 428	\$ 238	\$ 428	\$ -	\$ 547	\$ -	\$ 428	\$ -	\$ -	\$ 2,737
Legal Advertising	\$ 212	\$ 223	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 435
Office Supplies	\$ 1	\$ 2	\$ 1	\$ 1	\$ 2	\$ 2	\$ 2	\$ 1	\$ 2	\$ 1	\$ -	\$ -	\$ 15
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Administrative Contingency	\$ 85	\$ 100	\$ 107	\$ -	\$ -	\$ 13	\$ 37	\$ -	\$ 8	\$ 21	\$ -	\$ -	\$ 371
Total General & Administrative	\$ 59,272	\$ 9,348	\$ 13,117	\$ 11,134	\$ 11,082	\$ 11,918	\$ 12,578	\$ 6,986	\$ 12,787	\$ 13,362	\$ -	\$ -	\$ 161,583
Operation and Maintenance													
Environmental													
Lake Maintenance	\$ 1,265	\$ 1,265	\$ 1,265	\$ 1,265	\$ 1,265	\$ 1,265	\$ 1,265	\$ 1,265	\$ 1,265	\$ -	\$ -	\$ -	\$ 11,385
Utilities													
Kissimmee Utility Authority	\$ 681	\$ 795	\$ 735	\$ 713	\$ 734	\$ 750	\$ 763	\$ 713	\$ 682	\$ 649	\$ -	\$ -	\$ 7,215
Toho Water Authority	\$ 3,151	\$ 2,646	\$ 1,845	\$ 3,532	\$ 1,872	\$ 269	\$ 3,734	\$ 2,480	\$ 169	\$ 6,315	\$ -	\$ -	\$ 26,013
Orlando Utilities Commission	\$ 1,622	\$ 1,595	\$ 1,757	\$ 1,826	\$ 1,919	\$ 1,701	\$ 1,815	\$ 1,633	\$ 1,658	\$ 1,690	\$ -	\$ -	\$ 17,217
Centurylink	\$ 268	\$ 876	\$ 568	\$ 572	\$ 269	\$ 580	\$ 270	\$ 877	\$ 699	\$ 267	\$ -	\$ -	\$ 5,245
Bright House Network	\$ 408	\$ 408	\$ 408	\$ 418	\$ 418	\$ 418	\$ 418	\$ 418	\$ 418	\$ 418	\$ -	\$ -	\$ 4,149
Roadways													
Street Sweeping	\$ -	\$ -	\$ 1,660	\$ 3,334	\$ 1,591	\$ 3,073	\$ 1,500	\$ 3,000	\$ 1,500	\$ 3,000	\$ -	\$ -	\$ 18,657
Drainage	\$ -	\$ 2,875	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,875	\$ -	\$ -	\$ -	\$ 5,750
Signage	\$ 1,910	\$ 1,065	\$ -	\$ -	\$ 850	\$ 235	\$ 3,795	\$ 275	\$ -	\$ 1,668	\$ -	\$ -	\$ 9,798

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	\$ 24,930	\$ 24,930	\$ 24,930	\$ 24,930	\$ 24,930	\$ 24,930	\$ 24,930	\$ -	\$ -	\$ 249,300
Feature Lighting	\$ -	\$ -	\$ 535	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 535
Irrigation	\$ 802	\$ 773	\$ 214	\$ 274	\$ 1,255	\$ 325	\$ -	\$ 751	\$ -	\$ -	\$ -	\$ -	\$ 4,395
Trash Receptacles & Benches	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Plant Replacement and Bed Enhancements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,950	\$ 7,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,150
Miscellaneous Common Area Services	\$ 365	\$ 960	\$ 2,105	\$ -	\$ 330	\$ 195	\$ 600	\$ -	\$ 530	\$ 1,930	\$ -	\$ -	\$ 7,015
Soccer/Ball Field Maintenance	\$ -	\$ 85	\$ 835	\$ 185	\$ 565	\$ 1,175	\$ 310	\$ 285	\$ 385	\$ 365	\$ -	\$ -	\$ 4,190
Recreation Center													
Pool Maintenance	\$ 442	\$ 2,367	\$ 90	\$ 777	\$ 1,398	\$ 1,236	\$ 4,187	\$ 5,576	\$ 1,555	\$ 1,895	\$ -	\$ -	\$ 19,522
Pool Cleaning	\$ 800	\$ 1,050	\$ 650	\$ 650	\$ 650	\$ 650	\$ 650	\$ 650	\$ 650	\$ 650	\$ -	\$ -	\$ 7,050
Pool Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525	\$ -	\$ -	\$ -	\$ -	\$ 525
Recreation Center Cleaning	\$ 1,265	\$ 1,100	\$ 1,100	\$ 1,385	\$ 1,000	\$ 1,150	\$ 1,000	\$ 1,150	\$ 1,918	\$ -	\$ -	\$ -	\$ 11,068
Recreation Center Repairs & Maintenance	\$ 365	\$ -	\$ 1,290	\$ -	\$ -	\$ 750	\$ 365	\$ 300	\$ 1,725	\$ 3,405	\$ -	\$ -	\$ 8,200
Pest Control	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ 67	\$ 72	\$ 72	\$ 72	\$ -	\$ -	\$ 683
Security													
Recreation Center Access	\$ -	\$ -	\$ 1,901	\$ -	\$ 3,104	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,005
Security Guard	\$ 33,612	\$ 31,359	\$ 34,750	\$ 32,820	\$ 30,502	\$ 33,655	\$ 33,036	\$ 33,294	\$ 31,793	\$ 33,908	\$ -	\$ -	\$ 328,728
Gate Repairs	\$ 1,901	\$ 1,783	\$ 920	\$ 853	\$ 1,399	\$ 3,556	\$ 3,966	\$ 1,675	\$ 3,634	\$ 10,805	\$ -	\$ -	\$ 30,491
Guard House Cleaning	\$ 200	\$ 200	\$ 250	\$ 200	\$ 200	\$ 200	\$ 250	\$ 200	\$ 200	\$ -	\$ -	\$ -	\$ 1,900
Guard House Repairs and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 920	\$ -	\$ -	\$ 920
Gate Maintenance Agreement	\$ 2,060	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,060
Other													
Contingency	\$ 3,686	\$ -	\$ -	\$ -	\$ 18	\$ 13	\$ -	\$ 283	\$ 58	\$ 795	\$ -	\$ -	\$ 4,852
Field Management Services	\$ 2,476	\$ 2,476	\$ 2,476	\$ 2,476	\$ 2,476	\$ 2,476	\$ 2,476	\$ 2,476	\$ 2,476	\$ 2,476	\$ -	\$ -	\$ 24,758
Total O&M Expenditures	\$ 82,276	\$ 78,674	\$ 80,349	\$ 76,275	\$ 76,811	\$ 80,618	\$ 92,596	\$ 82,829	\$ 79,192	\$ 96,158	\$ -	\$ -	\$ 825,778
Total Expenditures	\$ 141,548	\$ 88,023	\$ 93,466	\$ 87,409	\$ 87,893	\$ 92,536	\$ 105,174	\$ 89,815	\$ 91,978	\$ 109,520	\$ -	\$ -	\$ 987,361
Other Financing Uses													
Transfer Out - Pavement Management	\$ -	\$ -	\$ -	\$ -	\$ 67,498	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,498
Transfer Out - Capital Projects	\$ -	\$ -	\$ -	\$ -	\$ 196,313	\$ -	\$ -	\$ -	\$ 27,000	\$ -	\$ -	\$ -	\$ 223,313
Total Other Financing Uses	\$ -	\$ -	\$ -	\$ -	\$ 263,811	\$ -	\$ -	\$ -	\$ 27,000	\$ -	\$ -	\$ -	\$ 290,811
Total Expenditures & Other Financing Uses	\$ 141,548	\$ 88,023	\$ 93,466	\$ 87,409	\$ 351,704	\$ 92,536	\$ 105,174	\$ 89,815	\$ 118,978	\$ 109,520	\$ -	\$ -	\$ 1,278,172
Net Change in Fund Balance	\$ (140,838)	\$ 52,100	\$ 1,096,068	\$ (62,794)	\$ (331,080)	\$ (42,994)	\$ (77,258)	\$ (29,804)	\$ (96,477)	\$ (108,424)	\$ -	\$ -	\$ 258,498

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
01/10/23	ACH	\$5,945.63	(\$118.93)	(\$174.77)	\$0.00	\$5,651.93	\$5,651.93	\$5,651.93
01/10/23	ACH	\$18,398.73	(\$367.96)	(\$540.86)	\$0.00	\$17,489.91	\$17,489.91	\$17,489.91
01/24/23	ACH	\$0.00	\$0.00	\$0.00	\$823.25	\$823.25	\$823.25	\$823.25
02/09/23	ACH	\$1,355.73	(\$27.11)	(\$39.85)	\$0.00	\$1,288.77	\$1,288.77	\$1,288.77
02/09/23	ACH	\$18,398.73	(\$368.00)	(\$360.54)	\$0.00	\$17,670.19	\$17,670.19	\$17,670.19
03/10/23	ACH	\$49,063.28	(\$981.27)	(\$480.79)	\$0.00	\$47,601.22	\$47,601.22	\$47,601.22
04/11/23	ACH	\$6,386.02	(\$127.74)	\$0.00	\$0.00	\$6,258.28	\$6,258.28	\$6,258.28
04/11/23	ACH	\$21,027.12	(\$420.52)	(\$25.76)	\$0.00	\$20,580.84	\$20,580.84	\$20,580.84
04/24/23	ACH	\$0.00	\$0.00	\$0.00	\$127.40	\$127.40	\$127.40	\$127.40
05/10/23	ACH	\$694.12	(\$13.87)	\$6.47	\$0.00	\$686.72	\$686.72	\$686.72
05/10/23	ACH	\$7,885.17	(\$157.73)	\$231.82	\$0.00	\$7,959.26	\$7,959.26	\$7,959.26
06/12/23	ACH	\$221.22	(\$4.42)	\$6.50	\$0.00	\$223.30	\$223.30	\$223.30
06/12/23	ACH	\$2,628.39	(\$52.57)	\$77.27	\$0.00	\$2,653.09	\$2,653.09	\$2,653.09
06/16/23	ACH	\$18,542.42	(\$370.84)	\$545.06	\$0.00	\$18,716.64	\$18,716.64	\$18,716.64
07/27/23	ACH	\$0.00	\$0.00	\$0.00	\$53.17	\$53.17	\$53.17	\$53.17
TOTAL		\$ 1,562,139.79	\$ (31,242.90)	\$ (55,983.50)	\$ 1,003.82	\$ 1,475,917.21	\$ 1,475,917.21	\$ 1,475,917.21

100%	Gross Percent Collected
0	Balance Remaining to Collect

SECTION 3



Osceola County Sheriff's Office

Detail Activity Sheet

Job Site: Remington

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
7/26/23	1600	Somerset	patrol	
7/26/23	1630	Oakview	patrol	
7/26/23	1700	Remington/Partin	Traffic stop	
7/26/23	1725	Remington/Willow Glen	Traffic stop	
7/26/23	1745	Remington/Harwood	Traffic stop	
7/26/23	1800	Strathmore	patrol	
7/26/23	1830	Hawks Nest	patrol	
7/26/23	1900	plaza	patrol	
7/26/23	1920	Knightsbridge/Remington	Traffic Stop	
7/26/23	1935	Pool House	Patrol	
7/26/23	1955	Somerset	Patrol	

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: Roger Huaman ID #: 1982 Date: 7/26/23

Remington Community Development
2651 Remington Blvd
KISSIMMEE, FL 34744

July 31, 2023

1300/1334 – Patrolled the neighborhood, security station, and security station.

1345 – Attempt t contact to provide a welfare check

1404/1423 – Patrolled the neighborhood, security station, and the store.

1433/Traffic Stop – Blue Lexus – Citation for speeding (54 mph in 30 mph)

1447/Parking violation – Verbal Warning for parking on yellow lines (median)

1453/Traffic Stop – Silver Kia Soul - Citation running stop sign

1500/1527 – Patrolled the neighborhood, security station, and the store.

1533 – Weather (Heavy rain)

1558/1622 - Patrolled the neighborhood, security station, and the store.

1638/Traffic Stop – Written Warning for tinted windshield



Osceola County Sheriff's Office

Detail Activity Sheet

Job Site: VILLA SOL

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
8/3/2023	1950	PUERTA DEL SOL/SANGRIA ST	TRAFFIC STOP	
8/3/2023	2005	PUERTA DEL SOL/SANGRIA ST	TRAFFIC STOP	
8/3/2023	2025	CAMINO REAL DR N/RIACHUELO	TRAFFIC STOP	
8/3/2023	2045	PUERTA DEL SOL/SIMPSON RD	TRAFFIC STOP	
8/3/2023	2100	PUERTA DEL SOL/SIMPSON RD	TRAFFIC STOP	
8/3/2023	2115	PUERTA DEL SOL/SIMPSON RD	TRAFFIC STOP	

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations		Citations		Parks	3
Back-up		Felony		Written Warning	4	Written Warning		Schools/Library	
Self Initiated		Traffic		Verbal Warning	2	Verbal Warning		Businesses	
Reports		Ordinance						Construction	

Name: D/S T. Barnett ID #: 2364 Date: 8/3/2023



Osceola County Sheriff's Office

Detail Activity Sheet

Job Site: Remington Community Development

DATE	TIME	LOCATION	ACTIVITY	INCIDENT #
08/21/23	1800	Remington Community Development	10-8	
	1810	Remington Blvd	Traffic Stop	
	1830	Remington Blvd	Patrol	
	1900	Knights bridge	patrol	
	1930	Strathmore	Patrol	
	2000	Remington Blvd	Patrol	
	2030	South bridge	Patrol	
	2100	Strathmore	Patrol	
	2130	Remington Blvd	Traffic Stop	
	2200	Remington Blvd	Patrol	
			10-7	

Calls for Service		Arrests		Traffic Stops		Parking Violations		Routine Checks	
Calls Taken		Misdemeanor		Citations	1	Citations		Parks	6
Back-up	1	Felony		Written Warning		Written Warning		Schools/Library	
Self Initiated		Traffic		Verbal Warning	1	Verbal Warning		Businesses	6
Reports		Ordinance						Construction	

Name: Raymond West ID #: 898 Date: 08/21/23

SECTION D

SECTION 1

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between:

REMMINGTON COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 219 East Livingston St., Orlando, FL 32801 ("District"), and

TRAFFIC ENGINEERING AND MANAGEMENT, LLC, a Florida Limited Liability Company, d/b/a Control Specialists, whose address is 707 Nicolet Avenue, Suite 100A, Winter Park, FL 32789 ("Contractor").

WHEREAS, the District is a special purpose unit of local government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, Contractor submitted its proposal dated February 14, 2023, includes work described attached here as Exhibit "A" and incorporated herein by reference (the "Proposal"), to provide emergency repair, planned maintenance, and new installations of traffic lights, caution lights, school flashers, and roadway safety lighting (referred to as the "Scope of Work") within property owned by the District (the "Project"); and

WHEREAS, Contractor represents that it is qualified to provide and install the items outlined in the Proposal and necessary to complete the Project.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. Recitals. The recitals so stated are true and correct and by this reference are incorporated, inclusive of the above referenced exhibits, into and form a material part of this Agreement.

Section 2. Duties.

A. The duties, obligations, and responsibilities of the Contractor are those as more particularly described in the Scope of Work.

B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

C. Contractor shall report to the District Manager or his designee.

D. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, and other accessories and services necessary to complete said Project in accordance with the conditions and prices as stated herein and in the Proposal.

E. Contractor shall furnish all tools, equipment, materials and supplies and to do all the work associated with the Project in a first-class, substantial and workmanlike manner.

F. In completing the Project, Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby. Contractor, at its expense, is responsible for obtaining for any permits required for completion of the Project and satisfying all permit requirements.

G. Contractor shall perform all the work and labor pursuant to this Agreement.

H. If applicable, Contractor shall remove and clean up all rubbish, debris, excess material, tools and equipment from streets, alleys, parkways and adjacent property that may have been used or worked on by the Contractor in connection with the Project.

I. Contractor will be held responsible for the care, protection and condition of all work, and will be required to make good at his own cost any damage or injury occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its subcontractors or suppliers.

J. Prior to commencing any services to be provided pursuant to this Agreement, if maintenance of traffic is necessary to perform the services, Contractor shall provide an approved Maintenance of Traffic (MOT) Plan for District's approval. The MOT plan shall be coordinated with the District's representative and shall be adhered to and enforced when the subject services are being performed on the Project, regardless whether a permit is required. The MOT plan shall conform to the latest edition of the FDOT Design Standards 600 series and The Manual on Uniform Traffic Control Devices (MUTCD). A copy of the MOT plan shall be kept on the site of the subject services at all times. The MOT plan is valid for the duration of the subject services. Contractor shall have the responsibility of the setup and removal of all MOT devices when required.

Section 3. Compensation. District agrees to compensate the Contractor according to the schedule of fees and costs set forth in Exhibit "A" for approved Job Numbers (the "Job") which are part the Project, to be paid upon completion of the Job to District's satisfaction. An invoice shall be generated from the Contractor and delivered to District for payment. Notwithstanding anything in the Proposal to the contrary, Final Payment will not be made until Contractor produces a final contractor's affidavit and final lien waivers as required by Florida Statutes Chapter 713. By executing the Contract, Contractor covenants, represents and warrants that it has had ample opportunity to, and by careful examination has, satisfied itself as to the nature and location of the Project, the conditions of the site, the character, quality and quantity of the materials to be encountered, the soil, subsoil and subsurface condition of the site, the equipment and facilities needed preliminary to and during the prosecution and completion of the Project, the general and local conditions, including weather, and all other matters whatsoever which can or could in any

way affect the Project, and has, as necessary, consulted with the District or District's consultants as Contractor, in its expertise, deemed necessary to obtain any and all clarifications necessary to establish the Contract Sum and the time for performance of the Scope of Work.

Section 4. Independent Contractor. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District.

Section 5. Term. This Agreement shall commence upon execution and shall continue for a term of three (3) years unless earlier terminated or cancelled in accordance with Section 9 hereof. The services provided pursuant hereto shall be completed in an expedited manner to limit the inconvenience to the District's residents.

Section 6. Indemnification.

A. Contractor shall indemnify, defend, and save harmless District, its agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, of the Contractor, its agents, servants or employees arising from this Agreement or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the Contract sum payable by the District to the Contractor, specific additional consideration in the amount of Ten and no/100 Dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Agreement shall in no event be less than \$1 million per occurrence or no more than the limits of insurance required of the Contractor by the Agreement, whichever is greater. It is the District's and Contractor's full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statute.

B. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 11 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

C. The obligation of the Contractor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Contractor.

D. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

Section 7. Enforcement. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

Section 8. Recovery of Costs and Fees. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all fees and costs incurred including reasonable attorneys' fees (and paralegal fees) and costs whether incurred prior to, during, or post litigation, appeal, or through alternative dispute resolution.

Section 9. Termination or Cancellation. Either party may terminate or cancel this Agreement upon 60 days written notice to the other party. Such written notice may be mailed to the address set forth above.

Section 10. Warranty. Contractor warrants its work against defects in materials or workmanship for a period of one (1) year from final acceptance by District. Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within ten (10) days of receipt of the written notice from District. Contractor shall also cause to be assigned to District any manufacturer's warranties associated with the product being installed.

Section 11. Insurance. The Contractor shall maintain the following insurance coverages during the execution of this Project:

A. Comprehensive General Liability covering all operations, including legal liability and completed operations/products liability, with minimum limits of \$1,000,000 combined single limit occurrence; and

B. Workers compensation insurance in a form and in amounts prescribed by the laws of the State of Florida.

The District shall be named as the Insurance Certificate Holder and shall be an additional named insured on all policies of liability insurance.

Section 12. Changes in the Work.

A. District, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the Scope of Work, the Contract Sum being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. No claim for extra work shall be allowed unless same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the Scope of Work is complete.

D. In the event of any delay in the Project caused by any act or omission of the District, its agents or employees, by the act or omission of any party other than the Contractor, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to Contractor shall be by extension of the time allocated to complete the Project.

E. NO MONETARY DAMAGES SHALL BE CLAIMED OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY DELAY IN THE PROJECT CAUSED BY AN ACT OR OMISSION OF THE DISTRICT, ITS OFFICERS, AGENTS OR EMPLOYEES. CONTRACTOR ACKNOWLEDGES THIS LIMITATION ON RECOVERY AND ASSUMES ALL MONETARY RISK ASSOCIATED WITH THIS LIMITATION.

F. Failure on the part of Contractor to timely process a request for an extension of time to complete the Scope of Work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the work within the time allocated by this Agreement.

G. All requests for extension of time to complete the Scope of Work shall be made in writing to the District.

Section 13. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

Section 14. Amendment. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

Section 15. Assignment. Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

Section 16. Applicable Law. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. **DISTRICT AND CONTRACTOR HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT FOR THE EXECUTION OF THIS AGREEMENT BY DISTRICT.**

Section 17. Conflicts. In the event of a conflict between any provision of this Agreement and the terms and conditions of the Proposal, then this Agreement shall control.

Section 18. Venue. In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Osceola County, Florida.

Sections 19. Public Records. The District is subject to the requirements of Chapter 119 of the Florida Statutes pertaining to Public Records. 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 District in connection with the transaction of its official business are public records.

In connection with this Agreement, Contractor shall comply with Chapter 119, Florida Statutes, as follows:

- A. Keep and maintain public records required by the District to perform the services that are the subject of this Agreement.
- B. Upon the request of the District's Custodian of Public Records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided 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 contract if the contractor does not transfer the records to the District.
- D. Upon completion of the Agreement, transfer, at no cost, to the District all public records in Contractor's possession or keep and maintain public records required by the District to perform the services that are the subject of this Agreement. If Contractor transfers all public records to the District upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor 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 District's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT THE ADDRESS LISTED FOR THE DISTRICT IN THIS AGREEMENT.

Section 20. E-Verify Requirement.

A. The District is subject to the requirements of section 448.095, Florida Statutes, pertaining to the use of the E-Verify system to confirm the work authorization status of all employees hired on or after January 1, 2021. By signing this Agreement Contractor acknowledges and confirms that it is registered with and uses the E-Verify system to confirm the work authorization status of all new hires. Contractor further confirms that it shall only

subcontract work to be performed under this Agreement to subcontractors who are registered with and use the E-Verify system and have provided to Contractor the affidavit described in section 448.095(2)(b). Contractor must maintain a copy of the subcontractor's affidavit for the duration of this Agreement.

B. Upon a good faith belief that Contractor has knowingly violated section 448.09(1), District shall terminate this Agreement. Such termination shall not constitute a breach by the District. In addition, Contractor may not thereafter be awarded a public contract for at least 1 year after the date on which this Agreement was terminated and shall be liable to District for any additional costs incurred thereby as a result of the termination.

C. Upon a good faith belief that any of Contractor's subcontractors have knowingly violated section 448.09(1), but the Contractor otherwise complied with this subsection, District shall promptly notify the Contractor and order the Contractor to immediately terminate its contract with the subcontractor.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement between ChampionsGate Community Development District and Traffic Engineering and Management, LLC, a Florida Limited Liability Company, d/b/a Control Specialists, on the day and year first written above.

**REMMINGTON COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: _____

Attest:

Name: _____
Title: _____

**TRAFFIC ENGINEERING AND
MANAGEMENT, LLC,
d/b/a CONTROL SPECIALISTS**

By: _____
Name: _____
Title: _____

Exhibit A

Proposal

Remmington CDD

CONTRACTOR: Traffic Engineering and Management, LLC

REGULAR MAINTENANCE CONTRACT (3 Year Base Contract)						
ITEM #	QTY	ITEM DESCRIPTION			TOTAL	
1.	36 Months	Contract Year One (September 2023 - August 2024) Contract Year Two (September 2024 – August 2025) Contract Year Three (September 2025 – August 2026)			\$____,1,788.00_	
		Type of Signal	Number of Signals	Unit Price Per Signal		Total Cost
		School Zone	1	149.00		149.00
		Maintain School Beacons For Partin Settlement Elementary School & P.M. Wells Charter School. TOTAL Unit Price Per Month (\$_149.00_)				
2.	2 Lump Sum	ANNUAL REVIEW TIMING AND PHASING (\$_____)			\$__N/A_____	

REGULAR MAINTENANCE CONTRACT (2 Year Base Contract)			
ITEM #		ITEM DESCRIPTION	TOTAL
3.		12" Yellow LED Ball	\$ 71.00

		HOURLY RATES (Estimated hours)	
ITEM #		ITEM DESCRIPTION	RATE
4.		REGULAR REPAIR SERVICE Hourly service rates to include one (1) laborer as required between the hours of 7:00 a.m. and 5:00 p.m.	\$__135.00__
5.		EMERGENCY REPAIR SERVICE Hourly service rates for repairs during evenings, weekends, and holiday periods to include one (1) Technician.	\$__149.00__
6.		BUCKET TRUCK Hourly service rate for bucket truck with operator.	\$__150.00/HR__
7.		LIFT TRUCK Hourly service rate for lift truck with operator.	\$_150.00/HR_
8.		AUGER/CRANE TRUCK Hourly service rate for auger/crane truck with operator.	\$_190.00/HR 4 HR Min
9.		SERVICE VEHICLE Hourly service rate for service vehicle with operator.	\$__81.00/HR__

ADDITIONAL UNIT PRICES (To be utilized as required throughout the term of this agreement)		
ITEM #	ITEM DESCRIPTION	TOTAL
10.	Replacement Parts: Percentage Mark Up Over Cost	__20__%
11.	Additional Flashing Beacon Assemblies may be added to the contract at the same rates as shown in Item #1 above.	
12.	The contract may be extended for two additional one year terms with rate increases not to exceed 10%.	

Emergency Phone Numbers and Contact Person:

Al LaShier
Contact Name

alashier@controlspecialists.com
E-mail Address

(407) 628-1965
Office Phone Number

(321) 431-7098
Emergency Number

SECTION 2

to be provided under separate cover

SECTION 3

Remington CDD
c/o GMS
6200 Lee Vista Blvd., Suite 300
The Villages, FL 32163

Dear Customer,

As you are aware, SSS Down to Earth Opco II LLC (“DTE II”), and Remington CDD are parties to a contract for lawn maintenance services dated September 28, 2021 (“Agreement”).


DTE II is one of several subsidiaries within the Down to Earth landscaping and irrigation enterprise and was created as a subsidiary to be compliant for any contracts, like yours, that require the service provider to E-Verify its employees. As you likely know, beginning July 1, 2023, all companies in Florida must E-Verify new employees. As such, DTE II is no longer needed, as all Down to Earth’s companies will comply with the new law. Before DTE II can be dissolved, all contracts in DTE II must be transferred (or “assigned”) to another Down to Earth subsidiary. Our Agreement with you requires us to obtain your written consent before assigning the Agreement to another subsidiary. By signing below, you permit us to assign the Agreement from DTE II to SSS Down to Earth Opco LLC, dba Down to Earth. The change will have no impact on you or the Agreement, other than Down to Earth (which has a different EIN than DTE II) will be the company issuing invoices. All other provisions of the Agreement shall remain in full force and effect.

If you have any questions about this letter, please do not hesitate to contact your account manager.

Date: 7/19/2023

Very truly yours,

Company:
SSS Down to Earth Opco II LLC

Signature: 
Name: Thomas Lazzaro
Title: CEO

ACKNOWLEDGED AND AGREED TO BY:

Remington CDD
c/o GMS

Signature: _____
Name:
Title: