



Rizzetta & Company

Town of Kindred Community Development District

Board of Supervisors' Special Meeting January 12, 2021

**District Office:
8529 South Park Circle, Suite 330
Orlando, Florida 32819
407.472.2471**

www.townofkindredcdd.org

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, Inc., 8529 South Park Circle, Suite 330, Orlando, FL 32819

Board of Supervisors	John Valantasis John Auld Louis Avelli Bradley Kingsley Matthew Stolz	Board Supervisor Board Supervisor Board Supervisor Board Supervisor Board Supervisor
District Manager	Belinda Blandon	Rizzetta & Company, Inc.
District Counsel	Roy Van Wyk	Hopping Green & Sams
District Engineer	Xabier Guerricagoitia	Boyd Civil Engineering

All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 472-2471. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE · 8529 South Park Circle – Suite 330 – Orlando, FL 32819

January 7, 2021

**Board of Supervisors
Town of Kindred Community
Development District**

AGENDA (revised)

Dear Board Members:

The **special** meeting of the Board of Supervisors of the Town of Kindred Community Development District will be held on **Tuesday, January 12, 2021 at 11:00 a.m.**, at Holiday Inn Orlando (SW Celebration Area), located at 5711 W. Irlo Bronson Memorial Highway, Kissimmee, FL 34746. The following is the agenda for the meeting:

BOARD OF SUPERVISORS MEETING:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A.** Consideration of the Landowner Election Minutes held on November 10, 2020.....Tab 1
 - B.** Consideration of the Minutes of the Board of Supervisors' Regular Meeting held on November 10, 2020.....Tab 2
 - C.** Consideration of Operation and Maintenance Expenditures October - November 2020.....Tab 3
- 4. BUSINESS ITEMS**
 - A.** Consideration of Landscape Management Services Agreement – SunScape Consulting.....Tab 4
 - B.** Consideration of Monthly Pond Maintenance Proposal – Aquatic Weed Management.....Tab 5
 - C.** Consideration of Pool Maintenance and Fountain Contract – Chem RightTab 6
 - D.** Discussion Regarding Amenity Maintenance ContractTab 7
- 5. STAFF REPORTS**
 - A.** District Counsel
 - B.** District Engineer
 - i.** Consideration of Work Authorization for Public Facilities ReportTab 8
 - C.** District Manager
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call me at (407) 472-2471.

Very truly yours,

Belinda Blandon

Belinda Blandon
District Manager

TAB 1

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

The **Landowner Election** of the Board of Supervisors of the Town of Kindred Community Development District was held on **Tuesday, November 10, 2020 at 10:34 a.m.** at Town of Kindred Clubhouse located at 1450 Diamond Loop Drive, Kissimmee, Florida 34744.

Present:

Louis Avelli

Scott Brizendine

Michelle Rigoni

Board Supervisor, Assistant Secretary

District Financial Services, Rizzetta & Co., Inc.

Attorney, Hopping Green & Sams (via phone)

FIRST ORDER OF BUSINESS

Call to Order

Mr. Brizendine called the meeting to order.

The purpose of this meeting is to hold the Landowner Meeting for Town of Kindred Community Development District and to hold Landowner Elections for three (3) Supervisor positions on the District Board of Supervisors as prescribed in Chapter 190 Florida Statutes.

This meeting was duly advertised and was announced at a public meeting as prescribed by Florida Statutes.

SECOND ORDER OF BUSINESS

Appointment of a Chairman

Mr. Brizendine asked Mr. Avelli if he would like to appoint a meeting Chairman. Mr. Avelli stated that he would like Mr. Brizendine to continue chairing the meeting.

THIRD ORDER OF BUSINESS

**Determination of Number of
Voting Units Represented**

Mr. Brizendine stated that the proxy holder Mr. Avelli of DR Horton acting on behalf of the landowner, owns 134 voting units. Mr. Brizendine stated that the purpose of the Landowners' Meeting is to elect three Board Supervisor to Seats 1, 2 and 5.

FOURTH ORDER OF BUSINESS

**Call for Nominations for
Positions of Supervisors**

Mr. Brizendine asked for nominations. The following individuals were nominated by Mr. Avelli as candidates: John Auld, Matthew Stolz and Bradley Kingsley. Mr. Brizendine asked if there were any additional nominations or objections and there were none. He stated that the two candidates with the highest number of votes will receive a 4-year term and the candidate with the next highest number of votes will receive a 2-year term.

FIFTH ORDER OF BUSINESS

Casting of Ballots

Mr. Brizendine distributed the ballots. Upon review of the ballots cast by the eligible voters, the total vote count listed on the ballots was as follows: John Auld received 134 votes total, Matthew Stolz received 134 votes total and Bradley Kingsley received 133 votes total. Mr. Brizendine asked if there were any objections. There were no objections nor any landowner questions or comments.

SIXTH ORDER OF BUSINESS

Tabulation of Ballots

Mr. Brizendine stated that as a result of the votes, John Auld would receive a four (4) year term in Seat 1, Matthew Stolz would receive a four (4) year term in Seat 5 and Bradley Kingsley would receive a two (2) year term in Seat 2.

SEVENTH ORDER OF BUSINESS

Adjournment

Mr. Brizendine adjourned the Landowners' Meeting for the Town of Kindred Community Development District at 10:40 a.m.

TAB 2

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**TOWN OF KINDRED
COMMUNITY DEVELOPMENT DISTRICT**

The special meeting of the Board of Supervisors of the **Town of Kindred Community Development District** was held on **Tuesday, November 10, 2020 at 10:43 a.m.** at the **Town of Kindred Clubhouse located at 1450 Diamond Loop Drive, Kissimmee, Florida 34744.**

Present and constituting a quorum:

Matthew Stolz	Board Supervisor, Assistant Secretary
Lou Avelli	Board Supervisor, Assistant Secretary
Bradley Kingsley	Board Supervisor, Assistant Secretary

Also present were:

Belinda Blandon	District Manager, Rizzetta & Company, Inc. (via phone)
Scott Brizendine	District Financial Services, Rizzetta & Co., Inc.
Michelle Rigoni	Attorney, Hopping Green & Sams (via phone)
Xabier Guerricagoitia	Boyd Civil Engineering, Inc. (via phone)
Jo Thacker	Developer Counsel, Nelson Mullins (via phone)
Audience Members	None

FIRST ORDER OF BUSINESS

Call to Order

This meeting was duly advertised and was announced at a public meeting as prescribed by Florida Statutes.

Mr. Brizendine called the meeting to order and read the roll.

SECOND ORDER OF BUSINESS

Audience Comments on the Agenda Items

There were no audience comments as none were present at this time.

THIRD ORDER OF BUSINESS

Oath of Office for Newly Elected Supervisors

Mr. Brizendine, a licensed notary in the State of Florida, swore in Bradley Kingsley and Matthew Stolz prior to the meeting in order to establish a quorum for the meeting.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2021-01,
Canvassing and Certifying Election Results**

Mr. Brizendine reviewed the results of the Landowners' Election which was held prior to the Board of Supervisors meeting. Mr. Auld received 134 votes, Mr. Stolz received 134 votes and Mr. Kingsley received 133 votes. As a result, Mr. Auld and Mr. Stolz will receive 4-year terms and Mr. Kingsley will receive a 2-year term.

On Motion by Mr. Avelli, seconded by Mr. Stolz, with all in favor, the Board of Supervisors' approved Resolution 2021-01, Canvassing and Certifying Election Results, for the Town of Kindred Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2021-02,
Designating Officers**

Mr. Avelli requested that the composition of the board remain the same. Mr. Valantasis to remain Chairman, Mr. Auld to remain Vice Chairman with the rest of the board to serve as Assistant Secretaries along with Melissa Dobbins and Belinda Blandon of Rizzetta & Company for signature purposes.

On Motion by Mr. Avelli, seconded by Mr. Stolz, with all in favor, the Board of Supervisors' approved Resolution 2021-02, Designating Officers, for the Town of Kindred Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of the Minutes of the Board of
Supervisors' Meeting held on August 11,
2020**

The Board reviewed the August 11, 2020 meeting minutes. There were no changes to the minutes.

On Motion by Mr. Avelli, seconded by Mr. Stolz, with all in favor, the Board of Supervisors' approved the minutes of the Board of Supervisors' Meeting held on August 11, 2020, for the Town of Kindred Community Development District.

SEVENTH ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors' Continued Meeting held on August 18, 2020

The Board reviewed the August 18, 2020 meeting minutes. There were no changes to the minutes.

On Motion by Mr. Avelli, seconded by Mr. Stolz, with all in favor, the Board of Supervisors' approved the minutes of the Board of Supervisors' Continued Meeting held on August 18, 2020, for the Town of Kindred Community Development District.

EIGHTH ORDER OF BUSINESS

Ratification of the Operation & Maintenance Expenditures for July - September 2020

Mr. Brizendine presented the operation & maintenance expenditures for July - September 2020. There were no questions on the invoices.

On Motion by Mr. Avelli, seconded by Mr. Stolz, with all in favor, the Board of Supervisors' ratified the Operation & Maintenance Expenditures for July 2020 in the amount of \$53,501.61, August 2020 in the amount of \$24,136.68 and September 2020 in the amount of \$3,526.17, as presented for the Town of Kindred Community Development District.

NINTH ORDER OF BUSINESS

Establishment of Audit Committee

*This item was stricken from the agenda as
McDirmitt Davis is under contract for the FY 2020 audit.*

TENTH ORDER OF BUSINESS

Consideration of Preventative Maintenance Plan Proposal – Commercial Fitness Products

Mr. Brizendine presented the proposal and summarized the costs, term and frequency.

On Motion by Mr. Avelli, seconded by Mr. Stolz, with all in favor, the Board of Supervisors' approved the Preventative Maintenance Plan Proposal received by Commercial Fitness Products, for the Town of Kindred Community Development District.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel
No report.

B. District Engineer
No report.

C. District Manager
Mr. Brizendine informed the Board that District Management successfully placed the assessments on the tax roll for the platted lots. Property owners will receive their assessment on the tax bill from the tax collector's office this month.

Mr. Brizendine informed the Board that District Management has identified two locations for future meetings which will allow for proper social distancing. One is a Holiday Inn near Celebration and the other is a library in Downtown Kissimmee. Mr. Avelli inquired about the price for each and Mr. Brizendine said he would follow-up and that staff would get back to the Board. Staff would also continue to request that Osceola County make their meeting room available, but at this time they are still not allowing public meetings in their facilities.

Mr. Brizendine reminded the Board that the next meeting was scheduled to be held on December 8, 2020. There may not be a need for this meeting.

WELFTH ORDER OF BUSINESS

Supervisor Requests

Mr. Avelli inquired of those property owners that failed to pay their direct-billed invoice of assessments for last fiscal year. He wanted to know what was being done in order to collect on those delinquencies. Mr. Brizendine informed Mr. Avelli that those delinquent assessments were included on the tax bill this year as authorized by the Board's assessment imposition resolution from last year.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Stolz, seconded by Mr. Aveli, with all in favor, the Board of Supervisors' adjourned the meeting at 10:58 a.m., for Town of Kindred Community Development District.

Assistant Secretary

Chairman/Vice Chairman

TAB 3

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

District Office · 8529 South Park Circle · Suite 330 · Orlando, FL 32819

Operation and Maintenance Expenditures October 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2020 through October 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$89,796.68**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Town of Kindred Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2020 Through October 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Access Control Technologies, Inc.	001903	P51359	HID Prox Cards 07/20	\$ 440.76
Access Control Technologies, Inc.	001916	P51536	HID Prox Cards 10/20	\$ 446.85
Aquatic Weed Control, Inc.	001904	11995	Monthly Maintenance on 6 Ponds 07/20	\$ 550.00
Aquatic Weed Control, Inc.	001904	12090	Monthly Maintenance on 6 Ponds 08/20	\$ 550.00
Artemis Lifestyle Services, Inc.	001905	8590	August 2020 Payroll	\$ 5,333.00
Boyd Civil Engineering, Inc	001906	02761	Engineering Services 08/20	\$ 100.00
Boyd Civil Engineering, Inc	001906	02777	Engineering Services 09/20	\$ 100.00
Chem-Right Pool Service LLC	001907	1048	Monthly Pool and Fountain Cleaning Service 08/20	\$ 3,800.00
Chem-Right Pool Service LLC	001907	1051	Motor Replacement 08/20	\$ 1,850.00
Convergint Technologies, LLC	001908	46989	Fire Alarm Mesh Monitoring - Quarterly	\$ 90.00
Dallos Services, Inc.	001910	2863	Garbage Removal of Exterior Containers	\$ 200.00
Dallos Services, Inc.	001910	2867	Sidewalk Repair 07/20	\$ 950.00
Dallos Services, Inc.	001910	2868	Clubhouse Materials	\$ 393.58
Dallos Services, Inc.	001910	2873	Clubhouse Janitorial Supplies 07/20	\$ 275.00

Town of Kindred Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2020 Through October 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Dallos Services, Inc.	001910	2876	Parking Lot Stopper 07/20	\$ 350.00
Dallos Services, Inc.	001910	2878	Clubhouse Janitorial Supplies 07/20	\$ 275.00
Dallos Services, Inc.	001910	2886	Clubhouse Janitorial Supplies 07/20	\$ 275.00
Dallos Services, Inc.	001910	2891	Clubhouse Janitorial Supplies 08/20	\$ 275.00
Dallos Services, Inc.	001910	2894	Clubhouse Janitorial Supplies 08/20	\$ 550.61
Dallos Services, Inc.	001910	2897	Preassure Washing 08/20	\$ 500.00
Dallos Services, Inc.	001910	2898	Repairs, Supplies and Preasure Washing 08/20	\$ 3,435.00
Dallos Services, Inc.	001910	2901	Preassure Washing 08/20	\$ 875.00
Dallos Services, Inc.	001910	2905	Clubhouse Janitorial Supplies 08/20	\$ 275.00
Dallos Services, Inc.	001910	2908	Clubhouse Janitorial Supplies 08/20	\$ 275.00
Down to Earth Opco LLC	001911	70109	Monthly Landscape Service 07/20	\$ 18,852.00
Down to Earth Opco LLC	001911	71220	Installed Seasonal Annuals 07/20	\$ 1,941.25

Town of Kindred Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2020 Through October 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Down to Earth Opco LLC	001911	71222	OTC Injections	\$ 360.00
Down to Earth Opco LLC	001911	71813	Tree Removal 07/20	\$ 6,640.00
Fountain Design Group, Inc.	001912	21467A	Run Capacitor 07/20	\$ 431.50
Hopping Green & Sams	001913	115371	General Counsel 05/20	\$ 895.18
Hopping Green & Sams	001913	116297	Legal Services 06/20	\$ 1,436.11
Hopping Green & Sams	001913	116899	Legal Services 07/20	\$ 231.00
Hopping Green & Sams	001913	117331	Legal Services 08/20	\$ 1,335.60
Imperial PFS Corporation	001914	GAA-A63103	GAA-A63103 Pymt 1 of 11	\$ 1,830.09
Innersync Studio, Ltd. dba Campus Suite	001901	18967	Website & Compliance Services - Q1 FY20/21	\$ 384.38
Kissimmee Utility Authority	CD029	CD029	Electric Summary 09/20	\$ 11,371.65
Security And Investigation, Inc.	001915	280N	Night Patrol Services 08/20	\$ 592.00
Spectrum Business	001902	0749905019272 0 09/20	1450 Diamond Loop Dr - TV and Voice - 09/20	\$ 283.56
Toho Water Authority	CD030	CD030	Water Summary II 07/20	\$ 6,206.28

Town of Kindred Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2020 Through October 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Toho Water Authority	CD031	CD031	Water Summary I 08/20	\$ 2,326.67
Toho Water Authority	CD032	CD032	Water Summary II 08/20	\$ 4,540.44
Toho Water Authority	CD033	CD033	Water Summary II 09/20	\$ 5,162.85
Toho Water Authority	CD034	CD034	Water Summary I 09/20	\$ 2,623.82
Waste Connections of Florida	001917	1297254	Waste Removal 10/20	<u>\$ 187.50</u>
Report Total				<u>\$ 89,796.68</u>

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

District Office · 8529 South Park Circle · Suite 330 · Orlando, FL 32819

Operation and Maintenance Expenditures November 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2020 through November 30, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$43,856.91**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Town of Kindred Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2020 Through November 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Access Control Technologies, Inc.	001932	P51598	HID Prox Cards 11/20	\$ 856.49
Chem-Right Pool Service LLC	001933	1057	Monthly Pool and Fountain Cleaning Service 09/20	\$ 3,800.00
Department of Economic Opportunity	001929	83517	Special District Fee FY 20/21	\$ 175.00
Dog Waste Depot	001918	355681	Dog Waste Bags & Can Liners 07/20	\$ 215.58
Dog Waste Depot	001918	360740	Dog Waste Bags & Can Liners 08/20	\$ 215.58
Down to Earth Opco LLC	001919	73678	Landscape Enhancements 08/20	\$ 1,820.50
Down to Earth Opco LLC	001934	75700	Irrigation Repair 09/20	\$ 4,459.65
Down to Earth Opco LLC	001924	79564	Quarterly Annuals 11/20	\$ 1,592.25
Down to Earth Opco LLC	001924	79568	Tree Replacement 10/20	\$ 800.00
Egis Insurance Advisors LLC	001920	12226	General/POL Liability Insurance FY 20/21 - Down	\$ 1,830.09
Florida Department of Revenue	001928	Sales Tax 10/20	Sales Tax - 10/20	\$ 8.37
Fountain Design Group, Inc.	001938	21585A	Fountain Repair	\$ 190.00
Fountain Design Group, Inc.	001939	21870A	Fountain Repair 09/20	\$ 3,195.00

Town of Kindred Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2020 Through November 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Fountain Design Group, Inc.	001939	22141A	Fountain Repair 10/20	\$ 105.00
Imperial PFS Corporation	001930	GAA-A63103	GAA-A63103 Pymt 2 of 11	\$ 1,830.09
Kissimmee Utility Authority	CD036	Pymt 2 of 11	Electric Summary 10/20	\$ 11,418.90
Rizzetta & Company, Inc.	001935	INV0000052500	District Management Fees 09/20	\$ 4,300.00
Rizzetta Technology Services	001925	INV0000006150	Email & Website Hosting Service 09/20	\$ 175.00
Rizzetta Technology Services	001925	INV0000006353	Email & Website Hosting Service 10/20	\$ 175.00
Security And Investigation, Inc.	001936	281N	Night Patrol Services 09/20	\$ 592.00
Security And Investigation, Inc.	001936	282	Patrol Services 09/20	\$ 222.75
Spectrum Business	001921	0749905019272	1450 Diamond Loop Dr - TV and Voice - 10/20	\$ 283.56
Toho Water Authority	001926	Water Summary I 10/20	Water Summary I 10/20	\$ 2,839.17
Toho Water Authority	001931	Water Summary II 10/20	Water Summary II 10/20	\$ 2,299.43
Truly Nolen of America, Inc.	001922	711117086	Pest Monthly Commercial 09/20	\$ 64.00

Town of Kindred Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2020 Through November 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Truly Nolen of America, Inc.	001922	711117087	Mosquito Commercial Monthly 09/20	\$ 71.00
Truly Nolen of America, Inc.	001937	711118430	Pest Monthly Commercial 10/20	\$ 64.00
Truly Nolen of America, Inc.	001937	711118431	Mosquito Commercial Monthly 10/20	\$ 71.00
Waste Connections of Florida	001927	1302056	Waste Removal 11/20	<u>\$ 187.50</u>
Report Total				<u>\$ 43,856.91</u>

TAB 4

LANDSCAPE MANAGEMENT SERVICES AGREEMENT

This Landscape Management Services Agreement ("Agreement"), dated as of November 19, 2020 (the "Effective Date"), is by and between SunScape Landscape Management Services, Inc. dba SunScape Consulting, a Florida corporation, with offices located at 1746 Greystone Court, Longwood, Florida 32779 ("SunScape") and Town of Kindred Community Development District, through Rizzetta & Company, 8529 South Park Circle, Orlando, FL 32819, located at 6200 Lee Vista Blvd., Suite 330, Orlando, FL 32819 ("Client").

WHEREAS, Client desires to retain SunScape to provide certain landscape management services ("Services") upon the terms and conditions hereinafter set forth, and SunScape desires to perform such Services. In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

- I. Scope of Services: SunScape will, in a professional, commercially diligent manner, and in accordance with the generally accepted industry and professional standards, procedures and practices, provide to Client the qualified personnel, supervision and equipment necessary to execute the Services described in SunScape's Scope of Service (the "Scope of Service") listed on Schedule A attached to and made part of this Agreement.
- II. Nature of Engagement and Obligations:
 - a. **Status of Parties:** The Parties acknowledge and understand that SunScape is an independent contractor, and that the employees of SunScape are employees of SunScape only and the employees of Client are employees of Client only. SunScape and Client acknowledge their respective responsibility for all matters related to the payment of federal, state and local payroll taxes (and withholding and contribution requirements), wages, and insurance for their respective employees, if necessary and as required by law. Nothing contained in this Agreement shall be deemed or construed for any purpose to establish between SunScape and Client a partnership or joint venture, a principal-agent relationship, or any other relationship not specifically stated in this Agreement.
 - b. **Obligations of SunScape:**
 - i. SunScape will render the Services at the client's assigned location(s), SunScape's office, and by telephone and electronic communication.
 - ii. SunScape will perform the Services in a professional manner, and in accordance with specific site conditions present at Town of Kindred.
 - iii. SunScape will appoint a primary contact to Client. The primary contact will typically have authority to act on behalf of SunScape for matters arising from and related to this Agreement.
 - iv. Before the date on which SunScape begins performance, SunScape will obtain, and at all times during the term of this Agreement maintain, all necessary licenses and consents, and will comply in all material respects with all relevant laws applicable to the provision of the services.
 - v. SunScape will maintain, at its expense, general liability and business automobile insurance coverage at policy limits commensurate with SunScape's exposure and the Client's requirements but in no event with coverage limits less than \$1,000,000/2,000,000 general liability, \$1,000,000 automobile, and \$1,000,000 umbrella.
 - vi. SunScape shall notify Client on or before the 30th day after the date of a change to, suspension of or cancellation of any of the above-referenced policies in Sections II (a) or II (b) (v).
 - c. **Obligations of Client:**
 - i. The Client will cooperate with SunScape on all matters relating to this Agreement.
 - ii. The Client will pay to SunScape all fees as described in Section IV (a) of this Agreement.

- iii. The Client will provide to SunScape a primary contact ("Client Contact") with whom SunScape may communicate regarding any matter relating to this Agreement.
- iv. The Client will provide to SunScape any necessary access to Client's premises for the purposes of SunScape's performance of the services detailed in this Agreement.
- v. The Client will respond promptly to SunScape regarding any request made by SunScape for direction, information, approval, authorization, or decision reasonably necessary for SunScape's performance of the services detailed in this Agreement.
- vi. If SunScape's performance of its obligations, as detailed in this Agreement, are delayed or prevented by an act or omission of the Client, the Client will not hold SunScape in breach of this Agreement or liable for any cost, charge, or loss sustained by Client, which cost, charge, or loss arises directly or indirectly from the delay or prevention.

III. Duration of Agreement:

- a. **Initial Service Period:** The initial landscape management service period ("Initial Service Period") is twenty four (24) months beginning on January 1, 2021 and ending on December 31, 2022, unless, before the end of the Initial Service Period, either party terminates this Agreement, pursuant to Section V.
- b. **Renewal of Service Period:** This Agreement shall automatically renew for successive one year periods (each a "Renewal Period") unless, on or before the 45th day before the last day of the Initial Service Period or any Renewal Period, the Client provides to SunScape a written notice of non-renewal.

IV. Payment for Services:

- a. **Fee for Services:** As compensation for the Services, Client will pay SunScape the fees set forth on Schedule B attached to and made part of this Agreement. Except as may be expressly set forth in Schedule B, the fees payable hereunder will include SunScape's out-of-pocket and/or travel expenses incurred in SunScape's performance of the landscape management services under this Agreement.
- b. **Invoice for Services:** SunScape will invoice Client monthly for the total amount required to be paid for the services rendered for the current month. Payment shall be due on or before the fifteenth day of that same month and no later than the thirtieth (30th) day of that same month. If payment is not received by SunScape on or before the thirtieth (30th) day after the date of invoice, the Client will pay to SunScape an additional 1.5% monthly interest/finance charge.

V. Termination of Agreement:

- a. At any time, either party may terminate the Agreement, in whole or in part, with or without cause, by giving to the other party at least thirty (30) days advance written notice of termination.
- b. Upon termination of this Agreement, the Client will pay SunScape for landscape management services performed prior to the effective date of the termination, in conformance with the terms of this Agreement.
- c. Upon termination of this Agreement, and within a reasonable time period, each party will return to the other party all documents and tangible materials containing, reflecting, incorporating or based on the other party's confidential information and permanently erase all of the other party's confidential information from its computer systems. Upon completion of compliance with this clause, each party will certify in writing it has complied with the requirements of this clause.

VI. Confidentiality of Party Information: The parties recognize and acknowledge that, by virtue of entering into this Agreement, each party, their employees and agents will have access to certain information of the other party that is confidential and constitutes valuable, special and unique property of Client ("Confidential Information"). Neither party shall, and shall ensure that its affiliates, employees and agents will not, at any time, either during the term of this


Agreement or subsequent to the expiration or termination of this Agreement, without the prior written consent of the other party, disclose to others, use, copy or permit to be copied or used, except as may be otherwise permitted hereunder, any such Confidential Information of the other Party including, without limitation, trade secrets, costs, prices, suppliers, customers, marketing plans, business plans, or information regarding the skills and compensation of employees. Notwithstanding the foregoing, Confidential Information shall not include information if (i) it has been published or is otherwise readily available to the public other than by a breach of this Agreement; (ii) it has been rightfully received from a third party without confidential limitations; (iii) it has been independently developed by employees or agents having no access to the other party's Confidential Information; (iv) it was known to either party prior to its first receipt from the other party; or (v) such disclosure is required by law.

- VII. Limitations on Liability: Neither party will hold the other party liable for any consequential, incidental, or indirect damages arising out of either party's breach of contract, tort or otherwise, regardless of whether such damages were foreseeable. In no event will Client hold SunScape liable for more than SunScape's applicable insurance coverage limits, for SunScape's liability arising out of this Agreement, whether related to SunScape's breach of this Agreement, negligence or otherwise.
- VIII. Indemnifications of Parties:
- a. **Indemnification of SunScape:** Except to the extent caused or contributed to by SunScape, Client will indemnify, defend and hold SunScape harmless from any and all claims or costs, including, but not limited to, reasonable attorney fees, judgments, damages, penalties, fines, settlements, expenses, consultant fees, expert witness fees and investigative costs resulting from any third party charges or claims alleged to have arisen from the acts of Client or its employees, agents or representatives or from the operation of the Client's business.
 - b. **Indemnification of Client:** Except to the extent caused or contributed to by Client, SunScape will indemnify and hold Client harmless for any tax, fee, contribution, penalty, claim, liability, deficiency or damages arising as a result of SunScape's failure to fulfill its duties as set forth in Section II(a). SunScape will defend, indemnify and hold Client harmless against any loss arising as a result of a third party claim, suit, action or proceeding resulting from the willful, fraudulent or grossly negligent acts or omissions of SunScape or SunScape personnel or from SunScape's material breach of a representation, warranty or obligation set forth in this Agreement.
- IX. Submission of Notices: SunScape and the Client will submit in writing by overnight mail, hand delivery or certified mail, any notice, demand, request or other communication ("Notice"), which may be or is required to be given, served, or sent by either party to any other party, pursuant to this Agreement. SunScape and the Client agree that any Notice will be effective upon receipt.
- X. Non-Solicitation of Parties: SunScape and the Client agree that, during the term of this Agreement [and for a period of 1 year after the expiration or termination of this Agreement], the parties will not, directly or indirectly, initiate contact with employees of the other party for the purpose of soliciting the employment of, or contracting for, the services of any active employee of the other party, or of their affiliated corporations. In the event one party desires to offer employment to any active employee of the other party, it must first obtain the other party's written consent.
- XI. Assignment of Agreement:
- a. **Assignment by SunScape:** Unless specifically prohibited in writing by Client, SunScape may assign or subcontract any performance of Services, or any of SunScape's rights, duties, or interests in this Agreement, without the prior written consent of the Client. SunScape may also transfer or assign this Agreement by merger, consolidation, liquidation or any change in ownership of SunScape.
 - b. **Assignment by Client:** The Client will not assign, subcontract or otherwise dispose of this Agreement, or any right, duty or interest in this Agreement, without the prior written

consent of SunScape, unless this Agreement is transferred by merger, consolidation, liquidation or any change in ownership of Client.

- XII. Force Majeure: Neither SunScape nor the Client will be liable or responsible for any failure or delay in performing any term of this Agreement, except for payment performances, when such failure or delay is caused by acts beyond the affected party's reasonable control, including, but not limited to: (i) acts of God; (ii) flood, fire or explosion; (iii) war, invasion, riot or other civil unrest; (iv) strikes, labor stoppages or slowdowns or other industrial disturbances; (v) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority; and (vi) any other event which is beyond the reasonable control of the affected party.
- XIII. Headings of Agreement: The headings of this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.
- XIV. Amendment or Modification:
- XV. **a. Amendment of Agreement**: The parties may amend this Agreement only by written agreement that both parties sign and attach to this Agreement
b. Modification of Services: SunScape shall be available upon request to provide additional management services for an additional project management fee of 8.5% of the total additional project costs.
- XVI. Entirety of Agreement: This Agreement and any attachments set forth the entire agreement of the parties with respect to the landscape maintenance services. No other agreement or understanding is binding on the parties.
- XVII. Severability of Agreement: If any court or competent authority finds that a provision of this Agreement, in full or in part, is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement will not be affected.
- XVIII. Choice of Law: This Agreement is governed by the laws of the State of Florida. If either party brings an action arising from or related to this Agreement, that party will bring the action in the appropriate court in Seminole County in the State of Florida. If either party brings an action to enforce this Agreement or any of its terms, the prevailing party will be entitled to recover its attorney's fees and costs incurred in such action, including any fees incurred upon appeal.

SunScape Landscape Management Services, Inc.
dba SunScape Consulting


By: Mark Yahn
As: President

Town of Kindred Community
Development District

By: John Valentisis
As: Chairman

SCHEDULE "A"

SunScape Scope of Service – Monthly Inspections – Town of Kindred

SunScape will perform for Client's benefit the following Services, in association with the Landscape Management Services Agreement, dated November 19, 2020:

1. Development of a landscape maintenance program, including the development of scope of work and all related contract documents.
2. Management of bid solicitation for the landscape maintenance contract; not to exceed one occurrence every two years.
3. Provide input for the landscape program budget based on the specific needs of the Client.
4. Assist in the selection of annuals and/or perennials for flower beds and containers, as applicable on each property.
5. Oversight of arbor care needs, including the identification of maintenance, control and care of hardwood trees on the property under \$5,000 in value.
6. Oversight of major storm related cleanup of the landscape including hardwood trees under \$5,000 in value.
7. Management and identification of issues and ongoing care needs for conservation boundaries and storm damage repairs.
8. Layout, pricing and supervision of incidental landscape enhancements under \$5,000.00 in value.
9. Management of irrigation system operation and associated requests for adjustment, service repairs under \$5,000.00 in value.
10. Assist in the investigation and resolution of Client's requests, inquiries and complaints regarding the landscape maintenance program, contractors or other issues related to the property.
11. Oversight of contractor's lawn and ornamental program to ensure proper nutritional levels and the timely control of plant and turf damaging insects and disease.
12. Perform monthly landscape inspections reviewing contractor compliance with the landscape agreement specifications followed by a formal report.
13. Monitoring hardscape elements throughout the property, reporting to Client any discovered problems, and managing any associated Client requests to repair and replace problematic hardscape elements under \$5,000.00 in value.
14. Management of arbor care work, major storm related cleanup, landscape enhancements, large irrigation system repairs or hardscape projects over \$5,000.00 in value can be managed under a separate agreement for a project management fee of 8.5% of total project amount.


Initials Initials

SCHEDULE "B"

SunScape Compensation – Town of Kindred

Client will pay SunScape the fees set forth below as compensation to execute the services described in SunScape's Scope of Services listed on Schedule A.

Monthly Amount:	\$1,375.00
Total Annual Amount:	\$16,500.00


Initials Initials

TAB 5

Aquatic Weed Management, Inc.
P.O. Box 1259
Haines City, FL 33845
863-412-1919

Estimate

Date 10/26/2020
Estimate # 917

Name / Address
Town of Kindred CDD c/o Rizzetta & Company 8529 S Park Circle#330 Orlando, FL 32819

P.O. #
Terms Net 15

Due Date 11/10/2020
Other

Description	Qty	Rate	Total
Monthly pond herbicide maintenance on 6 ponds totaling approximately 20 acres.	12	550.00	6,600.00
Thank you for your business!			
Subtotal			\$6,600.00
Sales Tax (0.0%)			\$0.00
Total			\$6,600.00

waterweed1@aol.com

863-412-1919
863-438-0087

TAB 6



CHEM-RIGHT
POOL SERVICES LLC

Kindred Homeowners Association Inc.

- **Pool Service (1)**
- **Fountain Service (4)**

Prepared for: Rizzetta & Company, INC.
8529 South Park Circle, Suite 330
Orlando, FL 32819
ajeancola@rizzetta.com

Prepared by Ronnie Moose, CHEM-RIGHT POOL SERVICE LLC

Maintenance Specifications

Definitions

Wherever these words occur in this specification, they shall have the following meanings:

- | | | |
|----|----------------|--|
| A. | Specification: | General information, general requirements, specific requirements, and any supplements, drawings, sketches, and data sheets, attached or referenced, comprise the complete specification. |
| B. | Owner: | WATERLEIGH MASTER |
| C. | Contractor: | CHEM-RIGHT POOL SERVICE LLC. |
| D. | Work: | All maintenance work specified, implied, or directed. |
| E. | As Directed: | Instructions from the owner. |
| F. | By Others: | Work by others is not part of this contract. |
| G. | Approval: | Approval by the Owner in its discretion. |
| H. | Owner's | COMMUNITY or designated representative for administration of the contract. |
| I. | Extra Work: | Work above Contractor's normal scope of work. Compensation for 'extra work' will be made by Owner's Representative. |
| J. | Pool: | Swimming Pool |
| H. | Fountain: | Fountains and Water Features |

2.00 General Requirements

Amenities to be serviced:

Pool (1)
Fountains (4)

Schedule of Service:

Pool/Fountain maintenance services will be performed between the hours of 6:00 a.m. and 6:00 p.m.

2.01 Agreement Date & Term

Starting this 1st day of April 2020, 12 months proposed period of performance with a renewable 12-month terms thereafter.

2.02 Emergency Numbers

The contractor shall provide and maintain a current list of emergency telephone numbers for twenty-four (24) hours emergency response. The Contractor shall initiate remedial action within two (2) hours from the time of notification. The Contractor shall notify Owner's Representative of call-out and any action taken within twelve (12) hours of the call-out.

2.03 Utilities & Facilities

Owner shall provide all utilities. The Contractor shall provide necessary specialized connections. No on-site storage or dump facilities will be provided. Restrooms and vending machines may be used in designated areas.

2.04 Dress Code

For the purpose of employee identification for all personnel working on the Owner's property, the Contractor shall be required to provide uniforms such as: vest, shirts and hats or other Owner approved method of employee identification. All personnel shall present a neat, clean appearance.

2.05 Reports

The Contractor will provide the Owner's Representative with reports when requested at no additional charge. This may include such reports as:

1. Cost estimates for remedial or additional work.
2. Reports or schedules of work performed or planned.

2.06 Project Inspections & Meeting Attendance

Upon request, Contractor will walk the project with the Owner and/or Owner's Representative for the purpose of determining compliance with the specification.

2.07 Method of Payment

Payments may be made to CHEM-RIGHT POOL SERVICE LLC via check or electronic payment. Invoice Submission & Payment Terms: Contractor shall present one (1) copy of the monthly invoices for the base contract for each property via email unless otherwise requested. Payment by the Association will be made to the contractor within net thirty (30) from date of invoice or completion of work. Any work performed as “extra work” shall be billed on a separate invoice (one copy) with a detailing of the Homeowner Association name, location of incident time and materials. Payment shall be made upon verification of completion of the schedule per contract.

2.08 Extra Work

In the event the Contractor is requested and agrees to perform work above that which is specified under this contract, the following procedure will govern such extra work:

1. Work will be executed under a time and material basis or an agreed upon lump sum price, depending on the nature of the work. A project site map shall be included indicating the location of the work.
2. Upon receipt of written estimate, the Owner’s Representative will authorize in writing the extra work to be performed.
3. Extra work will be cost itemized showing the material where applicable and labor costs on separate monthly billing.

2.09 Service Standards

The following items include service standards and will be performed as per the schedule noted. Any subsequent recommended repairs or equipment replacement will be submitted to Owner for approval and pricing prior to beginning work.

1. Any time that a Pool is emptied, the “Pool Start-Up” guidelines must be followed when refilling after draining for seasonal closure, water changing or cleaning.
2. The skimmers in the Pool will have float valves regulated to permit equal skimming between all skimmers.
3. Any evidence of staining in Pool will be investigated immediately to determine cause and correction action will be taken. If necessary, sequestering agents will be added to the water to prevent further staining of Pool/Spa surface.

2.10 County Guidelines & Requirements ~ Health Department

- (1)** For compliance with the Health Department’s guidelines for commercial swimming pools and spas and to avoid unnecessary closures, items required by the Health Department to be in full working order will be replaced with community approval and additional charge.
- (2)** Mandated Pool Closures: Fecal accidents are a concern and an inconvenience to bathers. Should fecal matter, vomit, or deceased animal matter be reported in the pool or spa, contractor technicians will follow Health Department guidelines for mandatory Pool/Spa closure and water treatment. Pool/Spa closures allow the chemicals to take effect and sanitize water to help prevent

Recreational Water Illnesses (RWIs). Understanding that Pool/Spa closure is necessary for proper disinfection and protection of the health and safety of swimmers will promote bather support. For more detail on required closure times and guidelines, please contact our offices directly.

- (3)** “POOL CLOSED” signs will be posted on all pool gates to alert the residents of any pool or spa closures. The gates will remain unlocked during this time as Fire & Rescue, Police and other officials must have access 24 hours a day to respond to any accident or emergency call. These officials cannot have restricted access.

2.11 Notice of Cancellation

This maintenance contract is subject to thirty (30) days written notice of cancellation with or without cause by either party. Upon written notice of cancellation, the Owner, prior to service cessation, will pay all balances in full.

2.12 Insurance

Contractor shall provide proof of insurance throughout the contract term in the form of an original Certificate of Insurance. Without evidence of current insurance, the contract is considered invalid and the Contractor shall be prohibited from the property. The certificate shall reference the name of the property, name additional insured as requested by Owner, and adhere to the following limits of liability:

Worker’s Compensation.....	Statutory Limit
Automobile Collision	\$1,000,000
Comprehensive General Liability.....	\$2,000,000

2.13 Insurance Cancellation

The insurance company providing required insurance coverage will be required to provide Owner with immediate thirty (30) days’ NOTICE OF CANCELLATION regarding any policy. If the Contractor fails to obtain and maintain the necessary insurance as per the specification requirements, the Owner shall have the right to restrict the Contractor from working on project until such insurance requirements are met, and proof of insurance is provided. Association shall be named as additional insured.

2.14 Scope of Work

This specification establishes the standard for maintenance as marked:

SERVICE TO BE PERFORMED	Each Service Day	Monthly	Quarterly
1. Vacuum, sweep and clean all submerged surfaces (i.e. stairs, walls, floors, etc.) of pool.	X		
2. Cleanse pool tile of dirt, scum and scale deposits.	X		
3. The sides and bottom of pool shall be kept free from slime and algae.	X		
4. Water surface is to be skimmed to remove floating debris.	X		
5. Remove and clean strainer baskets around pool and in pump rooms.	X		
6. Brush submerged surfaces (such as walls, steps for pool) as needed.	X		
7. Maintain proper records in accordance with the state, local County, City or other prevailing Health Department regulations as to operation, chlorine level and pH level. Record to include service performed and chemicals used; said records are to be legible and are to be kept on premises in a protected location. The Contractor will maintain a journal of pool testing that will itemize each pool tested and in which the time, date and results will be recorded. The journal should list the normal values for the type of tester that is being used.	X		
8. The pumps, filters, disinfectant and chemical feeders, flow indicators, gauges, motors and all related parts of the pool water filtration and purification system shall be kept in operational condition whenever the pool is available for use.	X		
9. Maintain all deck equipment and pool equipment in safe, clean and good operating condition. Advise with corrective recommendations when equipment failure occurs.	X		

<p>10. Perform water tests and maintain the following chemical parameter for the pool being maintained. Test and record during each regular service for: Free chlorine, total chlorine and pH Test and record weekly the total alkalinity.</p> <p><u>Pool</u></p> <p><u>pH level of 7.2 to 8.0.</u></p> <p>Free chlorine residual must be maintained to at least 1.0 ppm (1.5 ppm if cyanuric acid is used as a stabilizer). Note: 1 It is recommended that all bodies of water be equipped with chemical automation control units. These units monitor and maintain chemicals (chlorine, pH) at perfect levels with the use of sensors, and chemical feed pumps. This assures against any chemical damage to the plaster or equipment. Without these controllers' chemical levels cannot be guarantee due to the various factors that can cause chemical fluctuation.</p> <p>Total chlorine – same as free chlorine reading.</p> <p>Cyanuric Acid readings shall not exceed 100 ppm and shall be tested at least once every three months.</p> <p>Total Alkalinity – 80-110 ppm. Calcium hardness – 200-600 ppm. TDS – Not to exceed 2500 ppm.</p>	X		
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SERVICE TO BE PERFORMED	Each Service Day	Monthly	Quarterly
11. Maintain correct water levels to assure effective skimming and prevent cavitation.	X		
12. Perform and record results of calcium hardness and cyanuric acid levels. Pool water should be drained if calcium hardness exceeds 500 ppm or if cyanuric acid exceeds 100 ppm. When drained, pool will be inspected for damage and deficiencies reported with repair recommendations.		X	
13. Perform and record total dissolved solids (TDS) test at least once every three months. Pool water should be drained if total solids 2,500 ppm (pool).			X
14. Pool equipment rooms shall be kept in a neat and sanitary condition at all times.	X		
15. Contractor to furnish diatomaceous earth (D.E.), tile cleaner, non-chlorine shock, etc. for general operation of pool.	X		
16. Set thermostat(s) as requested by Owner for pool operations and maintain consistent temperatures.	X		
17. Refill and/or adjust chemical feed system to assure continuous maintenance of chlorine and pH parameters. Chlorinators must be operational during all use periods.	X		
18. Properly set lighting and water feature timers to assure operations during hours of use.	X		
19. Lubricate seals and O-rings as needed with silicone or other approved lubricant.		X	
20. The chlorinator systems will be serviced in accordance with the Pump Maintenance Instruction.			x
21. Check drains and skimmer covers.	X		
22. Check condition of safety signs, life rings, rope and safety hooks.	X		
23. Backwash pool/spa as necessary.	X		

EQUIPMENT MAINTENANCE TO BE PERFORMED	Each Service Day	Monthly	Quarterly
Check all pumps and motors for optimal operation.	X		
Maintain equipment area in an orderly condition.	X		
Check gauges, including effluent gauges, in system to see if they are operating within proper range.	X		
Check all plumbing for leaks and seepage.	X		
Check automatic chlorinators and flow meters for proper operation.	X		
Check for broken and missing weir blades, float valves, skimmer and pump baskets, etc.	X		
Check GFI Service Outlets and Lighting for proper operation.	X		
Check integrity of Service Spigots and Pool Water Supply Piping.	X		

Pool Maintenance & Fountain Contract with Basic Chemicals Included

		INCLUDED IN CONTRACT	EXCLUDED IN CONTRACT	PROJECTED COST
				Monthly
Pool Service Schedule				
Clubhouse Pool (1)	3 X/ Week	X		\$ 2,400.00
Entry Fountains (4)	1 X/ Week	X		\$ 1,400.00
Chlorine & Muriatic Acid included in contract price		X		
Supplies / Equipment			X	
Algaecides, Per Quart			X	\$ 72.00
Emergency Response			X	\$ 150.00
Labor Costs/Additional Services			X	\$ 75.00
1 Hour Labor (during business hours)			X	\$ 75.00
DE Filter Grid Replacement, Per Grid			X	\$ 38.00

Kindred Homeowners Association approval for service

I, the undersigned, have read the prepared agreement and pricing reflecting the cost to perform the necessary maintenance functions in accordance with the provided specifications. I authorize commencement of this contract and work as outlined in this contract and upon a specified start date yet to be communicated.

KINDRED HOMEOWNERS ASSOCIATION Management or Authorized Representative:

Accepted By: _____ Date: _____

Title or Authority: _____

I, the undersigned, have read and understand the above specifications as provided by the Association and have prepared and submitted a proposal reflecting the cost to perform the necessary maintenance functions in accordance with the specifications.

CHEM-RIGHT POOL SERVICE, LLC Authorized Representative

Accepted By:  _____ Date: 4/1/2020

Ronnie Moose, Managing Partner CHEM-RIGHT POOL SERVICE, LLC

TAB 7

**AGREEMENT BETWEEN THE
TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT
AND KINDRED HOMEOWNERS ASSOCIATION, INC.,
FOR RECREATIONAL FACILITY MANAGEMENT AND PROPERTY
MAINTENANCE SERVICES (CONTRACTURAL SERVICES)**

THIS AGREEMENT is made and entered into this 1st day of May, 2018, by and between:

Town of Kindred Community Development District, a local unit of special-purpose government located in Osceola County, Florida, and whose mailing address is 8529 South Park Circle, Suite 330, Orlando, Florida 32819 (the "District"); and

Kindred Homeowners Association, Inc., a Florida not-for-profit corporation, whose address is, 8529 South Park Circle, Suite 300, Orlando Florida 32819 (the "Association").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established, pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes ("Uniform Act"), by ordinance of the Board of County Commissioners in and for Osceola County, Florida; and

WHEREAS, pursuant to the Uniform Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, District owns, and is continuing to construct and/or acquire various systems, facilities and infrastructure including, but not limited to, entry and landscape areas, stormwater management facilities, and wetland mitigation areas ("District Property") requiring inspection, operation and maintenance services for which the District desires to retain an independent contractor and also operates, and maintains certain recreation facilities (the "Recreational Facilities") including, parks, swimming pools, tennis courts, all as more particularly described in Exhibit "A" as attached hereto; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of full time on-site inspection, operation and maintenance personnel, the District desires to contract with the Association to manage and maintain District Property and Recreational Facilities, including but not limited to, an activities director and related recreational personnel for the operation of the Recreational Facilities; and

WHEREAS, the Association is a Florida not-for-profit corporation owning, operating and maintaining various improvements and facilities in close proximity to District Property; and

WHEREAS, the Association represents that it is qualified to manage and maintain District Property and Recreational Facilities and desires to contract with the District to do so in accordance with the terms of this Agreement; and

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 into and form a material part of this Agreement.

SECTION 2. Definitions. As used in this Agreement, the following terms shall have the following meanings:

“Agreement” Shall mean this Agreement between the Town of Kindred Community Development District and the Kindred Homeowners Association, Inc., regarding Contractual Services.

“Approved Budget” Shall mean the annual budget for the operation of the Recreational Facilities and maintenance of District Property to be adopted on an annual basis as hereinafter provided.

“Association” Shall have the meaning provided in the introductory paragraph hereto.

“District Manager” Shall mean that person appointed by the District pursuant to section 190.007, Florida Statutes, (2017).

“District” Shall have the meaning provided in the introductory paragraph hereto.

“District Property” Shall have the meaning provided in the introductory paragraph hereto and as contained in Exhibit “A.”

“Recreational Facilities” Shall have the meaning provided in the introductory paragraph hereto and as contained in Exhibit “A.”

SECTION 3 Responsibilities with Respect to Recreational Facilities.

3.1 Specific Authority. District hereby grants to Association the power and authority to manage and operate the Recreational Facilities and to purchase supplies therefore or coordinate such purchases through the offices of the District Manager. In accordance with the applicable statutory provisions, the parties agree that this Agreement is a management agreement

which shall be considered a contract for other services in accordance with the attached Exhibit "B" and is not statutorily required to be publicly procured.

3.2 Delegation. The Association may retain a third party operator or manager to perform some or all of its duties with respect to the Recreational Facilities and may delegate to such third party operator or manager some or all of its authorities and duties hereunder.

3.3 Expenses. The expenses of operating the Recreational Facilities, as outlined in the Approved Budget, shall be paid by the Association from funds provided by the District in accordance with Section 8.1. Any extraordinary expenditures, hereby defined as any expenditure not included in and contemplated by the Approved Budget, shall require the District Chairman's approval prior to being incurred (except in an emergency). Extraordinary expenditures shall be paid for by the District or, if advanced by the Association in an emergency, shall be reimbursed to the Association by the District. Extraordinary expenditures for emergency repairs may be made without prior approval of the District Chairman. Association shall immediately notify the District Chairman of any such emergency repairs.

3.4 Service Contracts. Association shall not solicit any contract for cleaning, maintaining, repairing or servicing the Recreational Facilities or any of the constituent parts of the Recreational Facilities without the prior written consent of District, unless the funds associated with such work were included in an Approved Budget. All contracts shall be let in accordance with Exhibit "B" attached hereto and incorporated herein by this reference.

SECTION 4 Responsibilities with Respect to District Property.

4.1 Specific Authority. District hereby grants to Association the power and authority to maintain the District Property.

4.2 Maintenance and Repair of District Property. The District or the Association shall enter into contracts with service providers to maintain and operate the District Property. Association shall supervise the maintenance of the District Property performed by the third party service providers in accordance with standards reasonably acceptable to District. Association will systematically and promptly direct and review the work of all maintenance service providers contracted by District or Association for the District Property. All contracts shall be let in accordance with Exhibit "B" attached hereto and incorporated herein by this reference.

Association (or entities retained by the Association) shall keep detailed records of such maintenance work.

4.3 Delegation. The Association may retain a third party operator or manager to perform some or all of its duties with respect to the District Property and may delegate to such third party operator or manager some or all of its authorities and duties hereunder.

4.4 Expenses. All expenses of maintenance and operation of the District Property shall be borne by and paid by the Association from funds provided by the District in accordance

with Section 8.1. The Association will have no obligation to pay any maintenance or operation expenses for the District Property.

SECTION 5 Provisions Applicable to Both Recreational Facilities and District Property.

5.1 Approved Budgets. Association shall annually prepare and submit to the District Manager a proposed business plan which shall include the management fee, an operating budget, a capital budget, and a maintenance plan, for the operation, repair, and maintenance of the Recreational Facilities and District Property for the District's fiscal year. Upon request, District shall provide Association with records and information necessary in order to prepare such materials. The first plan and budget shall be for the fiscal year commencing on October 1, 2018, following the date of this Agreement. Subsequent proposed business plans and budgets for the succeeding years shall be submitted no later than May 1 of each fiscal year hereafter. District will review the proposed budgets and then will consult with the Association in the ensuing period prior to the commencement of the forthcoming fiscal year in order to agree on an approved business plan, operating budget and capital budget (collectively the "Approved Budget") which shall be included in District's budgets adopted pursuant to section 190.008, Florida Statutes.

5.2 Employees; Independent Contractor. All matters pertaining to the employment, supervision, compensation, promotion and discharge of Association's employees or any employees of entities retained by Association are the responsibility of Association (or the entities retained by Association). Association (or the entities retained by Association) shall fully comply with all applicable acts and regulations having to do with workmen's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. In performing its services hereunder, Association shall be an independent contractor and not an employee of District.

5.3 Care of Property. The Association shall use all due care to protect the property of the District, its residents and landowners from damage by the Association or its employees. Association agrees to repair any damage resulting from Association's activities within 24 hours of notice or as otherwise agreed to between the parties.

5.4 Standards and Compliance with Laws. Association will perform its duties and obligations in a diligent, careful and professional manner and shall comply in all material respects with applicable laws, ordinances, rules, regulations and requirements of all federal, state and municipal governments, courts, departments, commissions, boards and offices, any national or local board of fire underwriters, any environmental agency, or any other body exercising functions similar to those of any of the foregoing which may be applicable to the Recreational Facilities or District Property.

5.5 Additional Authority. Association shall perform such other acts as Association deems necessary and proper in the discharge of its duties under this Agreement. District hereby authorizes Association to exercise such powers with respect to the Recreational Facilities and

District Property as are necessary and appropriate to carry out its duties hereunder. Association shall have no right or interest in the Recreational Facilities and District Property, nor any claim of lien with respect thereto, arising out of this Agreement or the performance of its services hereunder. Association shall be the agent of District solely to perform the duties as set forth in this Agreement.

5.6 Information. District shall promptly furnish Association with all documents and records required for the management of the Recreational Facilities and supervision of the maintenance of the District Property, including but not limited to all Chapter 190, F.S., District's adopted Rules of Procedure and any amendments thereto over time, District's Disclosure of Public Financing pursuant to Section 190.009, F.S., ("CDD Documents") copies of service contracts in effect and a summary of all applicable insurance policies and District's process for handling claims. District shall timely provide any changes or amendments to the CDD Documents as such amendments are made over time.

SECTION 6 Insurance.

6.1 District's Insurance. District shall, at its expense, obtain and keep in force Recreational Facilities and District Property and liability insurance as District deems necessary and in its best interest. Should District obtain liability insurance for the Recreational Facilities, District shall furnish Association with a certificate of insurance evidencing the scope of its coverage. In the event of a claim covered by this insurance, Association shall:

- (a) notify District and the insurance carrier as soon as reasonably possible after Association receives notice of any such loss, or injury; and
- (b) prepare and complete District's and/or insurance carrier's incident report.

Association shall furnish whatever information is requested by District for the purpose of establishing the placement of insurance coverages and shall aid and cooperate in every reasonable way with respect to such insurance and any loss covered thereunder.

6.2 Association's Insurance. Association shall obtain and keep in force at Association's expense and shall furnish a certificate of insurance to District evidencing:

- (a) Worker's Compensation – In sufficient amounts to cover full liability under the worker's compensation laws in effect from time to time in the State of Florida
- (b) Employers' / Professional Liability - \$ 1,000,000
- (c) Commercial General Liability with the following limits:

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations

\$1,000,000 Personal & Advertising injury

\$1,000,000 Each Occurrence

- (d) Business Auto Liability including hired and non-owned auto coverage - \$1,000,000 combined single limit
- (e) Umbrella/Excess - \$10,000,000 in excess of the limits set forth above.

The certificate shall provide that District will be given at least thirty (30) days prior written notice of cancellation of the policy. All such policies shall be issued by insurance companies licensed in Florida. District, its directors, officers and employees shall be listed as an additional insured on all such policies. The District will not reimburse Association for Association's cost of such insurance or for any and all other coverages that Association obtains for its own account, other than worker's compensation insurance for on-site employees.

6.3 Subrogation Waiver. Association shall not have any right to recover from the District any loss that is covered by the Association's insurance. Likewise, the District shall not have any right to recover from the Association any loss that is covered by the District's insurance. Each of the parties agree to obtain a "waiver of subrogation" from its insurance companies. Notwithstanding anything to the contrary in this Section 6.3, such waivers of subrogation shall not extent to the party's negligence, intentional acts, omissions or willful misconduct.

6.4 Subcontractor's Insurance. Association shall require that entities retained by the Association to operate the Recreational Facilities or maintain District Property have insurance coverage at that entity's expense, in the following minimum amounts:

- (a) Workers Compensation - statutory limits
- (b) General liability insurance with the following limits:
 - \$2,000,000 General Aggregate
 - \$1,000,000 Products/Completed Operations
 - \$1,000,000 Personal & Advertising Injury
 - \$1,000,000 Each Occurrence

(c) Comprehensive automobile liability insurance for all vehicles used by the independent contractor with respect to the operation of the facility, whether non-owned or hired, with a combined single limit of \$1,000,000.

Insurance obtained by entities retained by the Association to operate the Recreational Facilities or maintain District Property will be primary and noncontributory with respect to insurance outlined above except instances related to the District's negligence, omissions, willful misconduct and/or intentional acts. All such policies shall be issued by insurance companies licensed to do business in the state of Florida. District shall be named as additional insured on the insurance policies obtained by entities retained by the Association to operate the Recreational Facilities or maintain District Property. The entities retained by the Association to operate the Recreational Facilities or maintain District Property will require their insurance companies to waive all rights of subrogation with respect to District and Association, except for instances related to the District's negligence, omissions, willful misconduct and/or intentional acts.

Association shall obtain and keep on file Certificates of Insurance for any entities retained by the Association to operate the Recreational Facilities or maintain District Property and Association must obtain District's permission to waive any of the above requirements.

SECTION 7. Financial Reporting and Record Keeping.

7.1 Ownership of Books and Records. All books, records, lease and sale information provided by District, correspondence and Recreational Facilities and/or District Property related records are property of District. Association agrees and acknowledges that any and all agreements, notes, or other documents relating to this Agreement may be public records under Chapter 119, F.S.

SECTION 8. Compensation.

8.1 Management and Maintenance Fee. For the management of the Recreational Facilities, Association shall receive as compensation a monthly pro-rata (1/12) portion of the annual management fee amount included Approved Budget. Each monthly (1/12) pro-rata payment made shall be made by the District to the Association no later than the 15th day of each month prior to the month for which the payment is to be applied. The first Approved Budget shall be for October 1, 2018 through September 30, 2019. The parties contemplate that the monthly installment of the management fee for the period between May 1, 2018 and September 30, 2018 will be \$5,272.80. The payment for the month of May, 2018 shall be due on or before May 10, 2018. The Association will invoice the District monthly one-twelfth (1/12) of the annual amount of the District's portion of any additional maintenance contracts. For the period between May 1, 2018 and September 30, 2018, such monthly invoices shall not exceed \$22,122.10 without written advance authorization from the District. District shall pay such amounts within fifteen (15) days of receipt of such invoice. The total annual amount for the District's portion of all additional maintenance contracts shall not amounts described in the Approved Budget without written approval from the District.

SECTION 9. Non-Discrimination

9.1 Non-Discrimination. Association shall comply with the provisions of Title VII of the Civil Rights Act of 1968, as amended, and Executive Order 11063; Titles VI and VIII of the

Civil Rights Act of 1964, and, where applicable, Executive Order 11246, as amended, and any applicable state or local laws prohibiting discrimination.

SECTION 10. Term and Termination.

10.1 Term. This Agreement shall become effective on May 1, 2018 and shall continue in full force and effect until September 30, 2021 unless terminated in writing pursuant to Section 10.2. If neither party terminates this Agreement within sixty (60) days prior to the conclusion of any three-year agreement term, this Agreement will continue in effect for the next successive three-year period during which Association would continue to provide the services described herein.

10.2 Termination. This Agreement shall terminate upon the occurrence of the earlier of the following events:

- (a) For Cause (as hereinafter defined);
- (b) Without Cause

10.3 Termination for Cause. "For Cause" shall mean (i) a default by Association in any material respect in the performance or observance of any covenant, or term of this Agreement, provided that the breach shall be material and adverse to District and that Association shall fail either to cure, terminate or remove such default within ninety (90) days after written notice thereof from District to Association; (ii) a default by the District in any material respect in the performance or observance of any covenant, or term of this Agreement, provided that the breach shall be material and adverse to Association and that the District shall fail either to cure, terminate or remove such default within ninety (90) days after written notice thereof from the Association to the District; or (iii) if after good faith negotiations, the parties hereto are unable to agree upon an Approved Budget prior to the commencement of any fiscal year of the District.

10.4 Termination Without Cause. Either District or Association may terminate this Agreement without cause upon sixty (60) days prior written notice. Notwithstanding anything to the contrary in this Agreement, Association will continue to receive its monthly pro-rata payment through the date of termination.

10.5 Effect of Termination. Upon termination of this Agreement, Association shall, as soon as practicable but in no event later than date of termination:

- (a) deliver to District all materials, equipment, tools and supplies, keys, contracts and documents relating to the Recreational Facilities and District Property which are owned by District, and such other accountings, papers, and records as District shall request pertaining to the Recreational Facilities;
- (b) vacate any portion of the Recreational Facilities then occupied by Association as a consequence of this Agreement; and

(c) furnish all such information and take all such action as District shall reasonably require in order to effectuate an orderly and systematic ending of Association's duties and activities hereunder. Within ten (10) days after any such termination, Association shall deliver to District any written reports required hereunder for any period not covered by prior reports at the time of termination.

10.6 Compensation Owed to Association Upon Termination. Upon termination, all compensation, reimbursements and any other amounts owed by District to Association shall be paid promptly but in no event later than Association's fulfillment of its obligations owed pursuant to Section 10.5.

SECTION 11. Indemnification.

11.1 Indemnification by Association. Association agrees to indemnify, defend, and hold District, its officers, supervisors, guests and employees harmless to the fullest extent permitted by law from and against any and all liabilities, losses, interest, damages, costs or expenses (including, without limitation, reasonable attorneys' fees, whether suit is instituted or not, and if instituted, whether incurred at any trial or appellate level or post judgment) threatened or assessed against, levied upon, or collected from, District, arising out of, from, or in any way related to the Association's management of the Recreational Facilities and District Property during the term of this Agreement. However, nothing herein shall require the Association to indemnify the District for any negligence, omissions, willful misconduct, and/or intentional acts of the District, its officers, supervisors, agents, vendors, contractors or employees.

11.2 Notice of Indemnification. Association's duty to indemnify pursuant to the provision of this Section shall be conditioned upon the giving of notice by District of any suit or proceeding and upon Association being permitted to assume in conjunction with the indemnitor, the defense of any such action, suit or proceeding in accordance with the Section captioned "Third Party Claim Procedure" herein.

11.3 Third Party Claim Procedure. If a third party (including, without limitation, a governmental organization) asserts a claim against District and indemnification in respect of such claim is sought under the provisions of this Section, District shall promptly (but in no event later than 10 business days prior to the time in which an answer or other responsive pleading or notice with respect to the claim is required) give written notice to Association of such claim requesting the Association to defend the claim. District shall have the right to elect to defend such claim by stating so in the notice above. If District makes such election, it may conduct the defense of such claim through counsel or representative of its choosing (subject to Association's approval of such counsel or representative, which approval shall not be unreasonably withheld), the District shall be responsible for the expenses of such defense, and shall be bound by the results of its defense or settlement of claim to the extent it produces damage or loss to District. If the Association is defending any such claim, Association shall not settle any such claim without prior notice to and consultation with District and no such settlement involving any equitable relief or which might have a material and adverse effect on District may be agreed to without its written consent. The District may pay or settle such claim only at its own expense without

asserting a claim against the Association. In the event Association does not diligently defend any legitimate claim as requested by the District, after first giving the Association written notice and at least seven (7) business days to undertake a diligent defense of such legitimate claim, then District may, upon three (3) business days' written notice and at the expense of Association, take over the defense of and proceed to handle such claim in its exclusive discretion and Association shall be bound by any defense or settlement that District may make in good faith with respect to such claim. The parties agree to cooperate in defending such third party claims and the parties hereto shall have access to records, information and personnel in control of the other party or parties which are pertinent to the defense thereof.

11.4 Sovereign Immunity. Nothing herein shall cause or be construed as a waiver of District's immunity or limitations on liability granted pursuant to section 768.28, Florida Statutes, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 12. Miscellaneous.

12.1 Notices. Any notice or other communication required or permitted to be made or given under this Agreement, shall be in writing and shall be deemed to have been received by the party to whom it is addressed: (i) on the date actually received if hand delivered or if transmitted by telefax (receipt of which is confirmed to sender); (ii) three business days after such notice was deposited in the United States Mail postage prepaid; or (iii) one business day after such notice was delivered to an overnight delivery service, addressed, delivered or transmitted in each case as follows:

If to District:

Town of Kindred Community Development District
c/o Rizzetta & Company
8529 South Park Circle, Suite 330
Orlando, Florida 32819
Attn: District Manager

With a copy to:

Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Roy Van Wyk

If to Association:

Kindred Homeowners Association, Inc.
8529 South Park Circle, Suite 330
Orlando, Florida 32819
Attention: President

12.2 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which Counterparts together shall constitute one and the same instrument.

12.3 Assignment. Association may not assign this Agreement or any monies to become due hereunder without the prior written approval of District which approval shall not be unreasonably withheld.

12.4 Governing Law. The nature, validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. Venue for any dispute arising under this Agreement shall be a court of competent jurisdiction in and for Osceola County, Florida.

12.5 Captions. Captions are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

12.6 Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the parties hereto related to the management services for the Recreational Facilities and maintenance of District Property and no modification hereof shall be effective unless made by a supplemental agreement in writing executed by all of the parties hereto.

12.7 No Joint Venture. Association shall not be deemed to be a partner or a joint venturer with District.

12.8 Severability. If any provision of this Agreement, or the application of such provision to any person or circumstances, shall be held invalid, the remainder of the Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

12.9 Successors. Except as otherwise provided herein, all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, and assigns.

12.10 Further Assurances. Each party agrees to execute and deliver any and all additional instruments and documents and do any and all acts and things as may be necessary or expedient to more fully effectuate this Agreement and carry on the business contemplated hereunder.

12.11 Force Majeure. Inability of either party to commence or complete its obligations hereunder by the dates herein required resulting from delays caused by strikes, picketing, acts of God, war, governmental action or inaction, emergencies or other causes beyond either party's reasonable control which shall have been timely communicated to the other party, shall extend

the period for the performance of the obligations for the period equal to the period(s) of any such delay(s).

12.12 Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto.

12.13 Remedies Cumulative. The rights and remedies given in this Agreement and by law to a non-defaulting party shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights and remedies reserved to a non-defaulting party under the provisions of this Agreement or given to a non-defaulting party by law.

12.14 No Waiver. One or more waivers of the breach of any provision of this Agreement by any party shall not be construed as a waiver of a subsequent breach of the same or any other provision, nor shall any delay or omission by a non-defaulting party to seek a remedy for any breach of this Agreement or to exercise the rights accruing to a non-defaulting party of its remedies and rights with respect to such breach.

12.15 Recovery of Costs and Fees. In the event either party is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, the prevailing party shall be entitled to recover from the other party all fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

12.16 Construction. This Agreement shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Agreement to be drafted.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by their duly authorized officers where applicable and sealed as of the date first above written.

ASSOCIATION:

KINDRED HOMEOWNERS ASSOCIATION,
INC., a Florida nonprofit corporation



Witness

By: 
Name: Melina Dotson
Its: President President

ATTEST:

DISTRICT:

TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT



District Manager



Chairman
Vice
Name: John Auld

EXHIBIT "A"
RECREATIONAL FACILITIES AND DISTRICT PROPERTY DESCRIPTION

Recreational Facilities:

Clubhouse (including the social room, fitness center, office, bathrooms, etc.)

Pool Facilities

Parking Lot

Mailbox Kiosk Pavilions

Sitting Area/Pavilions

Tennis Courts

Volleyball Court

Playgrounds

Sports/Soccer Field

Dog Park

District Property:

Entry Monuments and Monument Fountains

Ponds and Pond Fountains

Common Areas (Landscape and General Recreation Areas Inclusive of Walking Trails)

EXHIBIT B

Type of Item or Service Needed by the CDD	Bidding Threshold- Anything over the listed dollar amount must be obtained through competitive selection (bid, RFP, etc)	Statutory Authority
Construction or Improvement of a Public Building, Structure or other Public Construction Works	(a) \$371,455.46 total project construction costs except as listed below in (b)** (b) \$92,863.86 for electrical work**	§§ 190.033, 255.20, F.S. (2017).
¹ Architectural, Engineering, Landscape Architectural or Registered Surveying and Mapping Services	(a) \$325,000.00 for basic construction costs (note at issue is cost of project not dollars spent on services) (b) \$35,000.00 for a planning or study activity	§§ 190.033, 287.055, 287.017, F.S. (2017).
¹ Purchase of Goods, Supplies or Materials	\$195,000.00	§§ 190.033, 287.017, F.S. (2017).
¹ Maintenance Services or Contracts	\$195,000.00	§§ 190.033, 287.017 F.S. (2017).
Insurance (health, life, accident, hospitalization, annuity, legal).	No threshold. All listed services must be bid. Does not apply to liability insurance.	§ 112.08, F.S. (2017).
Contracts for other services	Not required to be bid unless CDD adopts rule, policy or procedure requiring bidding	§ 190.033 F.S. (2017).
Contracts for auditing	Selection based on most qualified under the established factors. Public announcement is required. Compensation may be a factor in the evaluation, but cannot be the sole or predominant factor.	§ 218.391, F.S. (2017).

Community Development District Bidding/Competitive Selection Matrix

****See Section 255.20(2), Florida Statutes (2017), which states “The threshold amount of \$300,000 for construction or \$75,000 for electrical work, as specified in subsection (1), must be adjusted by the percentage change in the Engineering News-Record’s Building Cost Index from January 1, 2009, to January 1 of the year in which the project is scheduled to begin.” Costs are calculated and placed on the Building Cost Index monthly. Calculations are current as of January 1, 2018.**

Category Thresholds § 287.017 Fla. Stat. (2017)

Category 1	\$20,000.00
Category 2	\$35,000.00
Category 3	\$65,000.00
Category 4	\$195,000.00
Category 5	\$325,000.00

TAB 8

WORK AUTHORIZATION FOR PUBLIC FACILITIES REPORT

January 6th, 2021

Town of Kindred Community Development District
c/o Rizzetta & Company
8529 Southpark Center Loop # 330
Orlando, FL32819

Subject: **Work Authorization
Town of Kindred Community Development District**

Dear Chairperson, Board of Supervisors:

Boyd Civil Engineering (“Engineer”) is pleased to submit this work authorization to provide professional engineering services for the Town of Kindred Community Development District (the “District”). We will provide these services pursuant to the terms of our current agreement (the “Engineering Agreement”) as follows:

I. Scope of Work

The District will engage the services of Engineer to coordinate and prepare a Public Facilities Report pursuant to, and in compliance with, section 189.08, *Florida Statutes* (the “Report”). The District shall provide such asset information as is deemed necessary by the Engineer to prepare the Report.

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in **Exhibit A**, attached hereto and incorporated herein by reference, and in accordance with the terms of the Engineering Agreement. The District will reimburse Engineer all direct costs pursuant to the Engineering Agreement.

This work authorization, together with the Engineering Agreement and any other work authorizations and amendments thereto, represents the entire understanding between the District and Engineer with regard to the referenced services and supersedes any previously executed proposal or agreement related to the provision of such services. If you wish to accept this work authorization, please sign where indicated and return to our office. Thank you for the opportunity to be of service.

APPROVD AND ACCEPTED

Boyd Civil Engineering

By: Chairperson, Board of Supervisors
Town of Kindred Community Development
District

By: _____
Its: _____

EXHIBIT A

Hourly Fee Schedule

Principal	\$200.00
Director of Engineering	\$200.00
Project Manager	\$175.00
Sr. Civil Engineer	\$165.00
Project Engineer	\$135.00
Senior Civil 3D Designer	\$115.00
CAD Technician	\$95.00
Administrative / Permit Technician	\$75.00