



Rizzetta & Company

# **Town of Kindred Community Development District**

---

## **Board of Supervisors' Special Meeting April 13, 2021**

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

**[www.townofkindredcdd.org](http://www.townofkindredcdd.org)**

## **TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT**

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

<b>Board of Supervisors</b>	John Valantasis John Auld Louis Avelli Bradley Kingsley Matthew Stolz	Board Supervisor Board Supervisor Board Supervisor Board Supervisor Board Supervisor
<b>District Manager</b>	Belinda Blandon	Rizzetta & Company, Inc.
<b>District Counsel</b>	Tucker Mackie	Hopping Green & Sams
<b>District Engineer</b>	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**

April 5, 2021

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

**AGENDA**

Dear Board Members:

The **special** meeting of the Board of Supervisors of the Town of Kindred Community Development District will be held on **Tuesday, April 13, 2021 at 10:30 a.m.**, at the **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 Resolution 2021-03 Designating Officers .....Tab 1
  - B.** Consideration of the Minutes of the Board of Supervisors' Regular Meeting held on January 12, 2021.....Tab 2
  - C.** Consideration of Operation and Maintenance Expenditures December 2020 through February 2021.....Tab 3
  - D.** Ratification of Requisition CR 15 Special Assessment Revenue Bonds, Series 2016 .....Tab 4
- 4. BUSINESS ITEMS**
  - A.** Consideration of First Amendment to the Agreement for Recreational Facility Management and Property Maintenance Services (Contractual Services) with Kindred Homeowners Association, Inc.....Tab 5
  - B.** Consideration of Amenity Privileges Suspension – Hearing .....*under separate cover*
    - i. Summary of Incident-Related Documentation
    - ii. Presentation of Pertinent Amenity Policies
    - iii. Presentation of Incident
    - iv. Amenity Staff Recommendation on Reinstatement or Further Suspension of Amenity Privileges Presentation by Suspendee
    - v. Board Discussion
    - vi. Final Decision of the Board
  - C.** Acceptance of Fiscal Year 2020 Audit.....Tab 6
- 5. STAFF REPORTS**
  - A.** District Counsel
    - i. Consideration of E-Verify Memo of Understanding and Requirements.....Tab 7
  - B.** District Engineer
    - i. Review of Public Facilities Report, March 19, 2021.....Tab 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**

**RESOLUTION 2021-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF TOWN OF  
KINDRED COMMUNITY DEVELOPMENT DISTRICT DESIGNATING AN  
ASSISTANT SECRETARY OF THE DISTRICT, AND PROVIDING FOR AN  
EFFECTIVE DATE**

WHEREAS, Town of Kindred Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Osceola County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to appoint an Assistant Secretary.

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

Section 1. Richard Hernandez is appointed Assistant Secretary.

Section 2. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 13<sup>TH</sup> DAY OF APRIL, 2021.**

**TOWN OF KINDRED  
COMMUNITY DEVELOPMENT  
DISTRICT**

---

**CHAIRMAN/VICE CHAIRMAN**

**ATTEST:**

---

**SECRETARY/ASSISTANT SECRETARY**

## 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, January 12, 2021 at 11:06 a.m. at the Holiday Inn Orlando (SW Celebration Area), located at 5711 W. Irlo Bronson Memorial Highway, Kissimmee, FL 34746.

Present and constituting a quorum:

John Valantasis	<b>Board Supervisor, Chairman</b>
Matthew Stolz	<b>Board Supervisor, Assistant Secretary</b>
Lou Avelli	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Belinda Blandon	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Nick Harris	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Jaclyn Moreno	<b>Administrative Assistant, Rizzetta &amp; Co., Inc.</b>
Tucker Mackie	<b>Attorney, Hopping Green &amp; Sams</b>
Michelle Rigoni	<b>Attorney, Hopping Green &amp; Sams (via phone)</b>
Xabier Guerricagoitia	<b>Boyd Civil Engineering, Inc. (via phone)</b>
Jo Thacker	<b>Developer Counsel, Nelson Mullins (via phone)</b>
Audience Members	<b>Present</b>

**FIRST ORDER OF BUSINESS**

**Call to Order**

Ms. Blandon called the meeting to order and read the roll.

**SECOND ORDER OF BUSINESS**

**Audience Comments on the Agenda Items**

A current resident had questions regarding his tax bill. He commented on the sale of his home in May 2017 and the purchase of another home 5 houses down. Discussion ensued.

**THIRD ORDER OF BUSINESS**

**Consideration of the Landowner Election  
Minutes held on November 10, 2020**

On Motion by Mr. Stolz, seconded by Mr. Avelli, with all in favor, the Board of Supervisors' approved the minutes of the Landowner Election held on November 10, 2020, for the Town of Kindred Community Development District.

**FOURTH ORDER OF BUSINESS**

**Consideration of the Minutes of the Board of  
Supervisors' Meeting held on November 10,  
2020**

On Motion by Mr. Valantasis, seconded by Mr. Avelli, with all in favor, the Board of Supervisors' approved the minutes of the Board of Supervisors' Continued Meeting held on November 10, 2020, for the Town of Kindred Community Development District.

**FIFTH ORDER OF BUSINESS**

**Ratification of the Operation & Maintenance  
Expenditures for October - November 2020**

Ms. Blandon presented the operation & maintenance expenditures for October - November 2020.

On Motion by Mr. Stolz, seconded by Mr. Avelli, with all in favor, the Board of Supervisors' ratified the Operation & Maintenance Expenditures for October 2020 in the amount of \$89,796.68 and November 2020 in the amount of \$43,856.91, as presented for the Town of Kindred Community Development District.

**SIXTH ORDER OF BUSINESS**

**Consideration of Landscape Management  
Services Agreement – Sunscape Consulting**

Ms. Blandon stated that the agreement was in the amount of \$16,500.00 per year and was not included in the 2020 budget. Down to Earth's cost is \$226,224.00 which is the same as the contracted amount. Ms. Mackie commented on the agreement. A conversation needs to be had with the HOA.

On Motion by Mr. Stolz, seconded by Mr. Avelli, with all in favor, the Board of Supervisors' approved the Landscape Management Services Agreement from Sunscape Consulting in the amount of \$16,500.00, for the Town of Kindred Community Development District.



**SEVENTH ORDER OF BUSINESS**

**Consideration of Monthly Pond Maintenance Proposal – Aquatic Weed Management**

Ms. Bandon presented the proposal in the amount of \$6,600.00. The District's budget is for \$9,000.00.

On Motion by Mr. Stolz, seconded by Mr. Avelli, with all in favor, the Board of Supervisors' approved the Monthly Pond Maintenance Proposal from Aquatic Weed Management in the amount of \$6,600.00, for the Town of Kindred Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Discussion Regarding Amenity Maintenance Contract**

It was noted that the District is paying vendors directly. Ms. Bandon and Ms. Mackie will speak with Ms. Dotson of the HOA.

**NINTH ORDER OF BUSINESS**

**Staff Reports**

A. District Counsel  
No report.

B. District Engineer  
Mr. Guerricagoitia discussed the public facilities report with the Board. This report is required by the District and sets forth future development and updates every 7 years. Discussion ensued.

On Motion by Mr. Avelli, seconded by Mr. Stolz, with all in favor, the Board of Supervisors' approved the Work Authorization for the Public Facilities Report in a not to exceed amount of \$10,000.00, for the Town of Kindred Community Development District.

C. District Manager  
No report.

Ms. Bandon reminded the Board that the next meeting was scheduled to be held on April 13, 2021. The Board agreed to cancel the meeting scheduled for February 9, 2021.

**TENTH ORDER OF BUSINESS**

**Supervisor Requests**

There were no Supervisor Requests at this time.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Avelli, seconded by Mr. Stolz, with all in favor, the Board of Supervisors' adjourned the meeting at 11:46 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 December 2020 For Board Approval**

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

The total items being presented: **\$282,712.24**

Approval of Expenditures:

---

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Town of Kindred Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2020 Through December 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.	1962	S166583	Troubleshooting Router 12/20	\$ 402.00
Amazon Capital Services, Inc.	1944	113-2387505-8661036	Pool Umbrella's 10/20	\$ 57.28
Amazon Capital Services, Inc.	1944	114-1434308-5515438	Fitness Center Cleaner 10/20	\$ 252.00
Amazon Capital Services, Inc.	1944	1MLY-QJN9-R6VL	Fitness Center Supplies 09/20	\$ 206.43
Aquatic Weed Control, Inc.	1945	12174	Monthly Maintenance on 6 Ponds 09/20	\$ 550.00
Aquatic Weed Control, Inc.	1945	12263	Monthly Maintenance on 6 Ponds 10/20	\$ 550.00
Aquatic Weed Control, Inc.	1945	12264	Bi-Monthly Pond Maintenance	\$ 1,200.00
Aquatic Weed Control, Inc.	1945	12341	Monthly Maintenance on 6 Ponds 11/20	\$ 550.00
Artemis Lifestyle Services, Inc.	1946	8809	September 2020 Payroll	\$ 5,333.00
Artemis Lifestyle Services, Inc.	1946	9194	October 2020 Payroll	\$ 5,333.00
Artemis Lifestyle Services, Inc.	1946	9579	November 2020 Payroll	\$ 5,333.00
Artemis Lifestyle Services, Inc.	1946	9956	December 2020 Payroll	\$ 5,333.00
Chem-Right Pool Service LLC	1947	1061	Monthly Pool and Fountain Cleaning Service 10/20	\$ 3,800.00

# Town of Kindred Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2020 Through December 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Chem-Right Pool Service LLC	1947	1069	Monthly Pool and Fountain Cleaning Service 11/20	\$ 3,800.00
Chem-Right Pool Service LLC	1947	1076	Monthly Pool and Fountain Cleaning Service 12/20	\$ 3,800.00
Chem-Right Pool Service LLC	1970	1083	Fountain Repairs 10/20	\$ 450.00
Chem-Right Pool Service LLC	1970	1089	Pool Pump Repairs 11/20	\$ 2,074.00
Comfort Zone of Central Florida	1948	8620	Fitness Equipment Repair 11/20	\$ 247.50
Commercial Fitness Products, Inc.	1978	A011135	Preventative Maintenance 11/20	\$ 185.00
Convergint Technologies, LLC	1940	48453	Fire Alarm Mesh Monitoring - Quarterly	\$ 90.00
Dallos Services, Inc.	1941	2913	Clubhouse Janitorial Supplies 08/20	\$ 275.00
Dallos Services, Inc.	1941	2919	Preassure Washing 09/20	\$ 550.00
Dallos Services, Inc.	1941	2938	Paper Dispenser 09/20	\$ 120.00
Dallos Services, Inc.	1950	2948	Preassure Washing 09/20	\$ 1,050.00
Dallos Services, Inc.	1941	2951	Clubhouse Janitorial Supplies 09/20	\$ 275.00
Dallos Services, Inc.	1941	2955	Clubhouse Janitorial Supplies 09/20	\$ 275.00

# Town of Kindred Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2020 Through December 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.	1941	2959	Clubhouse Janitorial Supplies 09/20	\$ 275.00
Dallos Services, Inc.	1950	2961	Clubhouse Janitorial Supplies 10/20	\$ 275.00
Dallos Services, Inc.	1950	2968	Clubhouse Janitorial Supplies 10/20	\$ 275.00
Dallos Services, Inc.	1950	2971	Pool Chair Clean Up 10/20	\$ 450.00
Dallos Services, Inc.	1950	2978	Clubhouse Janitorial Supplies 10/20	\$ 275.00
Dallos Services, Inc.	1950	2980	Clubhouse Janitorial Supplies 10/20	\$ 275.00
Dallos Services, Inc.	1950	2986	Clubhouse Janitorial Supplies 11/20	\$ 275.00
Dallos Services, Inc.	1950	2991	Clubhouse Janitorial Supplies 11/20	\$ 275.00
Dallos Services, Inc.	1950	2992	Preassure Washing 11/20	\$ 2,120.00
Dallos Services, Inc.	1950	2993	Drain Installation 11/20	\$ 750.00
Dallos Services, Inc.	1950	2994	Preassure Washing 11/20	\$ 1,500.00
Dallos Services, Inc.	1950	2995	Preassure Washing 11/20	\$ 6,000.00
Dallos Services, Inc.	1950	2998	Clubhouse Janitorial Supplies 11/20	\$ 275.00

# Town of Kindred Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2020 Through December 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.	1963	3004	Tennis court Nets Installed 11/20	\$ 350.00
Dallos Services, Inc.	1950	3005	Door Closure & Lawn Light Repairs 11/20	\$ 320.00
Dallos Services, Inc.	1950	3006	Gym Wipes 11/20	\$ 442.15
Dallos Services, Inc.	1950	3024	Clubhouse Janitorial Supplies 11/20	\$ 275.00
Dallos Services, Inc.	1950	3027	Clubhouse Janitorial Supplies 11/20	\$ 275.00
Dallos Services, Inc.	1963	3030	Clubhouse Maintenance 12/20	\$ 275.00
Dallos Services, Inc.	1971	3037	Clubhouse Maintenance 12/20	\$ 275.00
Dog Waste Depot	1951	377083	Dog Waste Bags & Can Liners 11/20	\$ 215.58
Dog Waste Depot	1972	382173	Dog Waste Bags & Can Liners 12/20	\$ 215.58
Down to Earth Opco LLC	1952	68646	Tree Removal 06/20	\$ 17,036.50
Down to Earth Opco LLC	1952	72005	Monthly Landscape Service 08/20	\$ 18,852.00
Down to Earth Opco LLC	1952	74496	Landscape Service 09/20	\$ 18,852.00
Down to Earth Opco LLC	1952	76570	Landscape Service 10/20	\$ 18,852.00



# Town of Kindred Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2020 Through December 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	1952	79161	Landscape Service 11/20	\$ 18,852.00
Down to Earth Opco LLC	1952	79566	Mulch Installation - Common Area	\$ 27,000.00
Down to Earth Opco LLC	1942	80216	Replacement of Annuals 11/20	\$ 49.50
Down to Earth Opco LLC	1942	80352	Plant Replacement 11/20	\$ 360.00
Down to Earth Opco LLC	1942	80353	Landscape Enhancements 11/20	\$ 144.00
Down to Earth Opco LLC	1952	80354	Plant Replacement 11/20	\$ 738.00
Down to Earth Opco LLC	1952	80355	Plant Replacement 11/20	\$ 951.00
Down to Earth Opco LLC	1952	80356	Plant Replacement 11/20	\$ 1,125.00
Down to Earth Opco LLC	1973	81190	Landscape Service 12/20	\$ 18,852.00
Egis Insurance Advisors LLC	1979	12597	Property Liability Insurance FY 20/21	\$ 5,184.00
Hidden Eyes LLC dba Envera Systems	1953	IN00001548	Video System Installation 09/20	\$ 7,331.83
Hidden Eyes LLC dba Envera Systems	1964	INV000004092	Security Camera Intallation	\$ 6,493.86
Hopping Green & Sams	1954	113654	Legal Services 02/20	\$ 764.50

# Town of Kindred Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2020 Through December 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hopping Green & Sams	1954	118027	Legal Services 09/20	\$ 346.60
Hopping Green & Sams	1954	118774	Legal Services 10/20	\$ 541.50
Hopping Green & Sams	1974	119126	Legal Services 11/20	\$ 1,183.65
Imperial PFS Corporation	1965	GAA-A63103 Pymt 3 of 11	GAA-A63103 Pymt 3 of 11	\$ 1,830.09
Jr. Davis Construction Company, Inc.	1955	1201554	Relocate Drainage	\$ 8,210.00
Kissimmee Utility Authority	1956	Electric Summary 11/20	Electric Summary 11/20	\$ 11,128.47
Kissimmee Utility Authority	1966	Electric Summary 12/20	Electric Summary 12/20	\$ 11,138.96
Orlando Sentinel	1975	27128416000	Acct #CU00517632 Legal Advertising 10/20	\$ 780.69
Orlando Sentinel	1975	28667405000	Acct #CU00517632 Legal Advertising 11/20	\$ 153.75
Rizzetta & Company, Inc.	1957	INV0000053298	District Management Fees 10/20	\$ 4,300.00
Rizzetta & Company, Inc.	1957	INV0000053543	Assessment Roll Preparation FY 20/21	\$ 5,000.00
Rizzetta & Company, Inc.	1957	INV0000054167	District Management Fees 11/20	\$ 4,300.00
Rizzetta & Company, Inc.	1957	INV0000054645	District Management Fees 12/20	\$ 4,300.00

# Town of Kindred Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2020 Through December 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta Technology Services	1958	INV0000006458	Email & Website Hosting Service 11/20	\$ 175.00
Rizzetta Technology Services	1958	INV0000006561	Email & Website Hosting Service 12/20	\$ 175.00
Security And Investigation, Inc.	1943	283N	Patrol Services 09/20	\$ 592.00
Security And Investigation, Inc.	1959	284N	Patrol Services 10/20	\$ 592.00
Security And Investigation, Inc.	1959	285N	Night Patrol Services 10/20	\$ 592.00
Security And Investigation, Inc.	1959	286	Patrol Services 10/20	\$ 115.50
Security And Investigation, Inc.	1959	287N	Night Patrol Services 10/30/2020 - 11/12/2020	\$ 550.00
Security And Investigation, Inc.	1959	288	Patrolling Services 11/20	\$ 222.75
Security And Investigation, Inc.	1959	289N	Night Patrol Services 11/20	\$ 592.00
Security And Investigation, Inc.	1976	290N	Patrolling Services 11/20	\$ 296.00
Security And Investigation, Inc.	1976	291	Patrolling Services 11/20	\$ 138.60
Spectrum Business	1967	0050749905-01	1450 Diamond Loop Dr - TV and Voice - 11/20	\$ 294.23
Toho Water Authority	1960	Water Summary I 11/20	Water Summary I 11/20	\$ 1,739.83

# Town of Kindred Community Development District

## Paid Operation & Maintenance Expenditures

December 1, 2020 Through December 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	1980	Water Summary I 12/20	Water Summary I 12/20	\$ 832.50
Toho Water Authority	1968	Water Summary II 11/20	Water Summary II 11/20	\$ 2,940.91
Truly Nolen of America, Inc.	1961	711119786	Pest Monthly Commercial 11/20	\$ 64.00
Truly Nolen of America, Inc.	1961	711119787	Mosquito Commercial Monthly 11/20	\$ 71.00
Truly Nolen of America, Inc.	1977	711121118	Pest Monthly Commercial 12/20	\$ 64.00
Truly Nolen of America, Inc.	1977	711121119	Mosquito Commercial Monthly 12/20	\$ 71.00
Waste Connections of Florida	1969	1306860	Waste Removal 12/20	<u>\$ 187.50</u>
Report Total				<u>\$ 282,712.24</u>

# **TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT**

---

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

## **Operation and Maintenance Expenditures January 2021 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2021 through January 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$76,085.61**

Approval of Expenditures:

---

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Town of Kindred Community Development District

## Paid Operation & Maintenance Expenditures

January 1, 2021 Through January 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Aquatic Weed Control, Inc.	001982	12441	Monthly Maintenance on 6 Ponds 12/20	\$ 550.00
Artemis Lifestyle Services, Inc.	001983	10354	January 2021 Payroll	\$ 5,333.00
A-Z Backflow, Inc.	001991	21-113	Backflow Test 12/20	\$ 288.48
Celebration PH Holdings, Ltd dba Holiday Inn SW	001981	BEO#: 7300	Meeting Room 01/21	\$ 184.50
Chem-Right Pool Service LLC	001984	1093	Monthly Pool and Fountain Cleaning Service 01/21	\$ 3,800.00
Commercial Fitness Products, Inc.	002003	A012069	Equipment Maintenance 12/20	\$ 406.00
Dallos Services, Inc.	001985	3065	Christmas Decorations 12/20	\$ 514.35
Dallos Services, Inc.	001985	3078	Clubhouse Maintenance 12/20	\$ 275.00
Dallos Services, Inc.	001985	3079	Clubhouse Maintenance 12/20	\$ 275.00
Dallos Services, Inc.	001992	3083	Clubhouse Maintenance 01/21	\$ 600.00
Dallos Services, Inc.	001992	3084	Clubhouse Maintenance 01/21	\$ 275.00
Dallos Services, Inc.	001997	3089	Clubhouse Maintenance 01/21	\$ 275.00
Dallos Services, Inc.	002004	3093	Clubhouse Maintenance 01/21	\$ 275.00

# Town of Kindred Community Development District

## Paid Operation & Maintenance Expenditures

January 1, 2021 Through January 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Dog Waste Depot	002005	386887	Dog Waste Bags & Can Liners 01/21	\$ 215.58
Down to Earth Opco LLC	001986	64015	Irrigation Repair 04/20	\$ 1,578.10
Down to Earth Opco LLC	002006	83553	Landscape Service 01/21	\$ 18,852.00
Down to Earth Opco LLC	002006	85295	Quarterly Annuals	\$ 2,041.75
Florida Department of Revenue	001993	Sales Tax 12/20	Sales Tax - 12/20	\$ 138.84
Imperial PFS Corporation	002007	GAA-A63103	Gen Liab/POL/Prop Insurance	\$ 1,830.09
Innersync Studio, Ltd. dba Campus Suite	001987	Pymt 4 of 11 19158	FY20/21 Pymt 4 of 11 Website & Compliance Service - Q2 FY20/21	\$ 384.38
Kissimmee Utility Authority	001998	Electric Summary 01/21	Electric Summary 01/21	\$ 11,955.07
Rizzetta & Company, Inc.	001988	INV0000055423	District Management Fees 01/21	\$ 4,300.00
Rizzetta & Company, Inc.	001999	INV0000055565	Annual Dissemination Services FY 20/21	\$ 6,000.00
Rizzetta Technology Services	001989	INV0000006661	Email & Website Hosting Service 01/21	\$ 175.00
Security And Investigation, Inc.	001994	292	Patrolling Services 12/20 & 01/21	\$ 626.92
SunScape Landscape Management Services, Inc.	002008	9260	Landscape Services 01/21	\$ 1,375.00

## Town of Kindred Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2021 Through January 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Toho Water Authority	002009	0026043130332	Toho Water - Deposit Acct.	\$ 1,025.00
Toho Water Authority	001990	82999-01	#033282999	
		Water Summary	Water Summary I 12/20	\$ 788.17
Toho Water Authority	001995	I 12/20		
		Water Summary	Water Summary II 12/20	\$ 2,805.88
		II 12/20		
Truly Nolen of America, Inc.	002000	711122423	Pest Monthly Commercial 01/21	\$ 64.00
Truly Nolen of America, Inc.	002000	711122424	Mosquito Commercial Monthly 01/21	\$ 71.00
U.S. Bank National Association	002001	5913522	Trustee Fees Series 2017 - FY20/21	\$ 4,310.00
U.S. Bank National Association	002002	5913924	Trustee Fees Series 2016 - FY20/21	\$ 4,310.00
Waste Connections of Florida	001996	1311645	Waste Removal 01/21	<u>\$ 187.50</u>
<b>Report Total</b>				<b><u>\$ 76,085.61</u></b>



# TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

---

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

## Operation and Maintenance Expenditures February 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2021 through February 28, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$70,661.85**

Approval of Expenditures:

---

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

# Town of Kindred Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2021 Through February 28, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Access Control Technologies, Inc.	002023	P51750	HID Prox Cards 02/21	\$ 876.19
Amazon Capital Services, Inc.	002017	1XV9-NL6K-64TN	Fitness Center Cleaner 01/21	\$ 163.52
Aquatic Weed Control, Inc.	002010	12579	Monthly Maintenance on 6 Ponds 01/21	\$ 550.00
Artemis Lifestyle Services, Inc.	002018	10720	February 2021 Payroll	\$ 5,333.00
Boyd Civil Engineering, Inc	002019	02873	Engineering Services 01/21	\$ 2,145.00
Chem-Right Pool Service LLC	002025	1100	Monthly Pool and Fountain Cleaning Service 02/21	\$ 3,800.00
Comfort Zone of Central Florida	002026	8813	Fitness Equipment Maintenance 02/21	\$ 405.00
Convergint Technologies, LLC	002027	49670	Fire Alarm Mesh Monitoring - Quarterly	\$ 90.00
Dallos Services, Inc.	002011	3097	Clubhouse Maintenance 01/21	\$ 275.00
Dallos Services, Inc.	002020	3106	General Repairs 01/21	\$ 590.00
Dallos Services, Inc.	002028	3113	Pressure Washing 02/21	\$ 3,500.00
Dallos Services, Inc.	002028	3116	Clubhouse Maintenance 02/21	\$ 275.00
Dallos Services, Inc.	002037	3134	Clubhouse Maintenance 02/21	\$ 275.00

# Town of Kindred Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2021 Through February 28, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Dog Waste Depot	002039	392546	Dog Waste Bags & Can Liners 02/21	\$ 215.58
Down to Earth Opco LLC	002021	85449	Removal of Trees 01/21	\$ 4,860.00
Down to Earth Opco LLC	002040	87034	Landscape Service 02/21	\$ 18,852.00
Florida Department of Revenue	002029	Sales Tax 01/21	Sales Tax - 01/21	\$ 36.28
Fountain Design Group, Inc.	002030	22938A	Fountain Repair 01/21	\$ 685.00
Fountain Design Group, Inc.	002012	22975A	Fountain Repair 1/21	\$ 105.00
Fountain Design Group, Inc.	002030	23133A	Fountain Repair 02/21	\$ 180.00
Hidden Eyes LLC dba Envera Systems	002022	INV000004263	Electrical Install 01/21	\$ 658.00
Hopping Green & Sams	002031	120142	Legal Services 01/21	\$ 2,094.26
Imperial PFS Corporation	002041	GAA-A63103	Gen Liab/POL/Prop Insurance	\$ 1,830.09
Kissimmee Utility Authority	002032	Pymt 5 of 11 Electric Summary 02/21	FY20/21 Pymt 5 of 11 Electric Summary 02/21	\$ 11,682.88
Rizzetta & Company, Inc.	002013	INV0000055961	District Management Fees 02/21	\$ 4,300.00
Rizzetta Technology Services	002014	INV0000006760	Email & Website Hosting Service 02/21	\$ 175.00

# Town of Kindred Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2021 Through February 28, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Spectrum Business	002015	0749905010126	1450 Diamond Loop Dr - TV and	\$ 249.59
		21	Voice - 01/21	
SunScape Landscape	002033	9327	Landscape Services 02/21	\$ 1,375.00
Management Services, Inc.				
Toho Water Authority	002016	Water Summary	Water Summary I 01/21	\$ 1,739.95
		I 01/21		
Toho Water Authority	002034	Water Summary	Water Summary II 01/21	\$ 3,023.01
		II 01/21		
Truly Nolen of America, Inc.	002035	711123724	Pest Monthly Commercial 02/21	\$ 64.00
Truly Nolen of America, Inc.	002035	711123725	Mosquito Commercial Monthly 02/21	\$ 71.00
Waste Connections of Florida	002036	1316495	Waste Removal 02/21	<u>\$ 187.50</u>
<b>Report Total</b>				<u><b>\$ 70,661.85</b></u>

**TAB 4**

# TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT



DISTRICT OFFICE · 8529 SOUTH PARK CIRCLE · SUITE 330 · ORLANDO, FLORIDA 32819

February 02, 2021

U.S. BANK NATIONAL ASSOCIATION  
Town of Kindred Special Assessment Revenue Bonds, Series 2016  
Attention: Lisa Cruz  
60 Livingston Avenue  
EP-MN-WS3T  
St. Paul, MN 55107-2292

RE: Special Assessment Revenue Bonds, Series 2016  
Requisitions for Payment

Dear Trustee:

Below please find a table detailing the enclosed requisition(s) ready for payment from the Districts Acquisition/Construction Trust Account.

**PLEASE EXPEDITE PAYMENT TO THE PAYEE(S) VIA UPS**

REQUISITION NO.	PAYEE	AMOUNT
15	Hopping Green & Sams	\$ 112.96

If you have any questions regarding this request, please do not hesitate to call me at (407) 472-2471. Thank you for your prompt attention to this matter.

Sincerely,  
TOWN OF KINDRED  
COMMUNITY DEVELOPMENT DISTRICT

Belinda Blandon  
District Manager

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT**  
**REQUISITION FOR PAYMENT**  
**SPECIAL ASSESSMENT REVENUE BONDS**  
**SERIES 2016**

The undersigned, A Responsible Officer of the Town of Kindred Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of September 1, 2016, as supplemented by that certain First Supplemental Trust Indenture dated as of September 1, 2016 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

**November 09, 2020**

- (A) Requisition Number: **15**
- (B) Name of Payee: **Hopping Green & Sams**  
**119 S Monroe Street, Ste. 300**  
**P.O. Box 6526**  
**Tallahassee, FL 32314**
- (C) Amount Payable: **\$ 112.96**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Invoice # 116900 & 118028 for Professional Services through 07/31/2020.**
- (E) Subaccount from which disbursement to be made: **2016 Project Account of the Acquisition and Construction Fund.**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against the account referenced in "E" above;
3. each disbursement set forth above was incurred in connection with the Cost of the 2016 Project;
4. each disbursement represents a cost of the 2016 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

The undersigned hereby certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

**TOWN OF KINDRED COMMUNITY  
DEVELOPMENT DISTRICT**

BY:  2/4/21

Responsible Officer

The undersigned District Engineer hereby certifies that (i) this disbursement is for the Cost of the 2016 Project and is consistent with the report of the District Engineer, as such report has been amended or modified; (ii) that the portion of the 2016 Project improvements being acquired from the proceeds of the 2016 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the 2016 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the 2016 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the 2016 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

BY:   
DISTRICT ENGINEER



# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

===== STATEMENT =====

August 31, 2020

Town of Kindred CDD  
Rizzetta & Company  
8529 South Park Circle, Suite 330  
Orlando, FL 32819

Bill Number 116900  
Billed through 07/31/2020

## Project Construction

**KINCDD 00103 RVW**

### FOR PROFESSIONAL SERVICES RENDERED

07/16/20	AHJ	Prepare updates to district file regarding executed owner's affidavit; prepare recording of special warranty deed.	0.60 hrs
----------	-----	--	----------

Total fees for this matter	\$75.00
----------------------------	---------

### DISBURSEMENTS

Recording Fees	34.50
----------------	-------

Total disbursements for this matter	\$34.50
-------------------------------------	---------

### MATTER SUMMARY

Jaskolski, Amy H. - Paralegal	0.60 hrs	125 /hr	\$75.00
-------------------------------	----------	---------	---------

TOTAL FEES	\$75.00
------------	---------

TOTAL DISBURSEMENTS	\$34.50
---------------------	---------

INTEREST CHARGE ON PAST DUE BALANCE	\$1.25
-------------------------------------	--------

<b>TOTAL CHARGES FOR THIS MATTER</b>	<b>\$110.75</b>
--------------------------------------	-----------------

### BILLING SUMMARY

Jaskolski, Amy H. - Paralegal	0.60 hrs	125 /hr	\$75.00
-------------------------------	----------	---------	---------

TOTAL FEES	\$75.00
------------	---------

TOTAL DISBURSEMENTS	\$34.50
---------------------	---------

INTEREST CHARGE ON PAST DUE BALANCE	\$1.25
-------------------------------------	--------

<b>TOTAL CHARGES FOR THIS BILL</b>	<b>\$110.75</b>
------------------------------------	-----------------

**Please include the bill number with your payment.**

**WIRE/ACH Information**

**Synovus Bank**

=====

# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

===== STATEMENT =====

October 27, 2020

Town of Kindred CDD  
Rizzetta & Company  
8529 South Park Circle, Suite 330  
Orlando, FL 32819

Bill Number 118028  
Billed through 09/30/2020

## Project Construction

KINCDD 00103 RVW

## MATTER SUMMARY

INTEREST CHARGE ON PAST DUE BALANCE \$2.21

**TOTAL CHARGES FOR THIS MATTER** \$2.21

## BILLING SUMMARY

INTEREST CHARGE ON PAST DUE BALANCE \$2.21

**TOTAL CHARGES FOR THIS BILL** \$2.21

**TAB 5**

**AMENDED AND RESTATED AGREEMENT FOR  
RECREATIONAL FACILITY MANAGEMENT AND DISTRICT  
PROPERTY MAINTENANCE SERVICES (CONTRACTURAL SERVICES)**

THIS AMENDED AND RESTATE AGREEMENT (“**Agreement**”) is made and entered into this 13<sup>th</sup> day of April 2021, by and between:

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government located in Osceola County, Florida, with a mailing address of 8529 South Park Circle, Suite 330, Orlando, Florida 32819 (the “**District**”); and

**KINDRED HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, with a mailing address of 1631 East Vine Street, Suite 300, Kissimmee, Florida 34744 (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, 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 has previously contracted with the District to do so in accordance that *Agreement between the Town of Kindred Community Development District and Kindred Homeowners Association, Inc., for Recreational Facility Management and Property Maintenance Services (Contractual Services)*, dated May 1, 2018 (“Prior Agreement”); and

**WHEREAS**, the parties now desire to amend and restate the terms of the Prior Agreement and update certain terms, including but not limited to those related to the parties’ responsibilities with respect to the Recreation Facilities and District Property and compensation that reflect the current operations of the District.

**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* (2020).

“**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, subject to prior review and written approval of the District as it relates to the proportion of cost attributable to the District in such third party management agreement.

**3.3 EXPENSES.** The expenses of operating the Recreational Facilities, as outlined in the Approved Budget, shall be paid in the following manner: (i) if the service contract with the maintenance vendor is with the Association, then payment shall be made by the Association and the Association shall submit such invoice to the District for reimbursement; or (ii) if the service contract with the maintenance vendor is with the District, then payment shall be made directly by the District. 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. Extraordinary expenditures incurred by the Association on behalf of the District 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 in consultation with the District Manager and with prior approval of the District Chairman if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation. If the aggregate change in the original appropriation item exceeds that threshold, the proposed expenditure must be approved by the Board. Association shall immediately notify the District Chairman of any such need for emergency repairs.

**3.4 SERVICE CONTRACTS.** Starting the Effective Date of this First Amendment, all service contracts for operation and maintenance of the Recreational Facilities shall be let by the District and managed by the Association in coordination with the District Manager. Association may solicit proposals for recommended services or work related to the Recreational Facilities or any of the constituent parts of the Recreational Facilities without the prior written consent of District, as long as the funds associated with such work were included in an Approved Budget; all such proposals shall be approved by the District prior to commencement of such work. All contracts shall be let in accordance with **Exhibit B** attached to the Agreement 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 manage and operate the District Property in coordination with 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 **Exhibit B** of the Agreement and is not statutorily required to be publicly procured.

**4.2     MAINTENANCE AND REPAIR OF DISTRICT PROPERTY.** Starting the Effective Date of this First Amendment, the District shall solicit and enter into contracts with service providers to maintain and operate the District Property. Association may solicit proposals for recommended services or work related to the District Property or any of the constituent parts of the District Property, as long as the funds associated with such work were included in an Approved Budget; all such proposals shall be approved by the District prior to commencement of such work. 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** to the Agreement.

**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, subject to prior review and written approval of the District as it relates to the proportion of cost attributable to the District in such third party management agreement.

**4.4     EXPENSES.** All expenses of maintenance and operation of the District Property, as outlined in the Approved Budget shall be borne by and paid by the District. The Association will have no obligation to pay any maintenance or operation expenses for the District Property. Extraordinary expenditures incurred by the Association on behalf of the District 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 in consultation with the District Manager and with prior approval of the District Chairman if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation. If the aggregate change in the original appropriation item exceeds that threshold, the proposed expenditure must be approved by the Board. Association shall immediately notify the District Chairman of any such need for emergency repairs.

#### **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 management fee, taking into account its operating budget, a capital budget, and a maintenance plan, for the management, operation, repair, and maintenance of the Recreational Facilities and District Property for the District's upcoming fiscal year. Such annual



management fee for the succeeding years shall be submitted no later than May 1 of each fiscal year hereafter. District will review the proposed management fee, which represents the District's portion of the compensation owed to the Association for management of the Recreational Facilities and the District Property under the Agreement, then consult with the Association in the ensuing period prior to the commencement of the forthcoming fiscal year in order to agree on an approved management fee. The approved management fee for the forthcoming fiscal year shall be incorporated in to the District's annual budget(s) adopted pursuant to Section 190.008, *Florida Statutes*, which includes but is not limited to the District's business plan, operating budget and capital budget (collectively the "Approved Budget"). The District shall not be responsible for any increase in the annual management fee unless such increase is approved in accordance with this subsection 5.1 of this Agreement.

**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. Association (or entities retained by the Association) shall keep detailed records of all maintenance work to be provided hereunder.

**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 and the District Property, Association shall receive as compensation a monthly pro-rata (1/12) portion of the annual management fee amount included in the Approved Budget. Each monthly (1/12) pro-rata payment 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 Association will invoice the District monthly one-twelfth (1/12) of the annual management fee, which represents the District's portion of the compensation owed to the Association for management of the Recreational Facilities and the District Property under the Agreement, and provide details of any additional maintenance needs and/or recommended proposals. For the remaining fiscal year 2020/2021, such monthly invoices shall not exceed \$\_\_\_\_\_. Subsequent fiscal year's annual management fee shall be determined in accordance with subsection 5.1 of the Agreement and agreed to in writing by further amendment to the Agreement duly executed by both parties.

## **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.

*[Remainder of this page intentionally left blank]*

**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.

ATTEST:

**TOWN OF KINDRED COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairman, Board of Supervisors

WITNESS:

**KINDRED HOMEOWNERS  
ASSOCIATION, INC.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Melissa Dotson, President

## **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

### Community Development District Bidding/Competitive Selection Matrix

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) \$405,259.10 total project construction costs except as listed below in (b)**  (b) \$101,314.77 for electrical work**	§§ 190.033, 255.20, F.S. (2020).
<sup>1</sup> 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. (2020).
<sup>1</sup> Purchase of Goods, Supplies or Materials	\$195,000.00	§§ 190.033, 287.017, F.S. (2020).
<sup>1</sup> Maintenance Services or Contracts	\$195,000.00	§§ 190.033, 287.017 F.S. (2020).
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. (2020).
Contracts for other services	Not required to be bid unless CDD adopts rule, policy or procedure requiring bidding	§ 190.033 F.S. (2020).

<sup>1</sup> The amounts of these items will not adjust unless there is a change in Florida law cited.

Document Number: 326279 Updated: January 11, 2021

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. (2020).
------------------------	---	-------------------------

**\*\*See Section 255.20(2), Florida Statutes (2020), 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.” Calculations are current as of January 1, 2021.**

**Category Thresholds § 287.017 Fla. Stat. (2020)**

<b>Category 1</b>	<b>\$20,000.00</b>
<b>Category 2</b>	<b>\$35,000.00</b>
<b>Category 3</b>	<b>\$65,000.00</b>
<b>Category 4</b>	<b>\$195,000.00</b>
<b>Category 5</b>	<b>\$325,000.00</b>

**TAB 6**

# **Financial Report**

**September 30, 2020**

**Town of Kindred  
Community  
Development District**

	<b>Page</b>
<b>I. Financial Section:</b>	
Independent Auditor's Report	1
Management's Discussion and Analysis	3
Financial Statements:	
Government-Wide Financial Statements:	
Statement of Net Position	7
Statement of Activities	8
Fund Financial Statements:	
Balance Sheet - Governmental Funds	9
Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds	10
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	11
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund	12
Notes to Financial Statements	13
<b>II. Compliance Section:</b>	
Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	22
Management Letter	23
Independent Auditor's Report on Compliance with the Requirements of Section 218.415, Florida Statutes	25



## INDEPENDENT AUDITOR'S REPORT

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

### Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of the *Town of Kindred Community Development District*, (the "District") as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

### Management's Responsibility for the Financial Statements

The District's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund of the District as of September 30, 2020, and the respective changes in financial position thereof and the respective budgetary comparison for the General Fund for the year ended in accordance with accounting principles generally accepted in the United States of America.

### Other Matters

#### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis starting on page 3, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued a report dated March 29, 2021, on our consideration of the District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

*McDiarmid Davis*

Orlando, Florida  
March 29, 2021

Our discussion and analysis of *Town of Kindred Community Development District* (the "District") financial accomplishments provide an overview of the District's financial activities for the year ended September 30, 2020. Please read it in conjunction with the District's Independent Auditor's Report, financial statements and accompanying notes.

This information is being presented to provide additional information regarding the activities of the District and to meet the disclosure requirements of Government Accounting Standards Board Statement (GASB) No. 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments* issued June 1999.

### **Financial Highlights**

- The assets of the District exceeded its liabilities at September 30, 2020 by \$585,508, a decrease in net position of \$222,786.
- At September 30, 2020, the District's governmental funds reported fund balances of \$383,150, a decrease of \$79,003.

### **Overview of the Financial Statements**

This discussion and analysis are intended to serve as an introduction to *Town of Kindred Community Development District's* financial statements. The District's financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements and 3) notes to financial statements.

### **Government-Wide Financial Statements**

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the District's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include general government, maintenance and operations, public safety, and parks and recreation related functions.

### **Fund Financial Statements**

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: Governmental Funds.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

### *Governmental Funds*

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three individual governmental funds. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered to be major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

### **Notes to Financial Statements**

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

### **Government-Wide Financial Analysis**

#### *Statement of Net Position*

The District's net position was \$585,508 at September 30, 2020. The analysis that follows focuses on the net position of the District's governmental activities.

	<b>2020</b>	<b>2019</b>
Assets, excluding capital assets	\$ 562,246	\$ 666,567
Capital assets, net of depreciation	7,935,439	8,219,293
<b>Total assets</b>	<b>8,497,685</b>	<b>8,885,860</b>
Liabilities, excluding long-term liabilities	327,659	355,227
Long-term liabilities	7,584,518	7,722,339
<b>Total liabilities</b>	<b>7,912,177</b>	<b>8,077,566</b>
Net Position:		
Net investment in capital assets	600,755	747,101
Restricted for debt service	68,975	57,070
Restricted for capital projects	1,236	4,123
Unrestricted	(85,458)	-
<b>Total net position</b>	<b>\$ 585,508</b>	<b>\$ 808,294</b>

The following is a summary of the District's governmental activities for the fiscal years ended September 30, 2020 and 2019.

	<b>2020</b>	<b>2019</b>
Revenues:		
Program revenues	\$ 1,326,271	\$ 1,379,421
General revenues	1,496	8,819
<b>Total revenues</b>	<b>1,327,767</b>	<b>1,388,240</b>
Expenses:		
General government	98,674	93,493
Maintenance and operations	915,217	670,678
Public safety	24,181	17,060
Parks and recreation	155,602	153,129
Interest on long-term debt	356,879	362,163
<b>Total expenses</b>	<b>1,550,553</b>	<b>1,296,523</b>
<b>Change in net position</b>	<b>(222,786)</b>	<b>91,717</b>
Net position, beginning	808,294	716,577
<b>Net position, ending</b>	<b>\$ 585,508</b>	<b>\$ 808,294</b>

As noted above and in the statement of activities, the cost of all governmental activities during the year ended September 30, 2020 was \$1,550,553. The majority of these costs are maintenance and operations and interest on long-term debt.

#### **Financial Analysis of the Government's Funds**

The District uses fund accounting to ensure and demonstrate compliance with finance related legal requirements. The focus of the District's governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. At September 30, 2020, the District's governmental funds reported combined ending fund balances of \$383,150. Of this total, \$48,300 is non-spendable, \$467,372 is restricted for debt service, \$1,236 is restricted for capital projects, and the remainder of (\$133,758) is an unassigned deficit.

The fund balance of the general fund decreased \$85,458 due to increase in expenditures. The debt service fund balance increased by \$9,342 due to receiving more assessment revenue. The capital projects fund balance decreased \$2,887 due to having capital outlay expenditures.

#### **General Fund Budgetary Highlights**

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget to actual comparison for the general fund, including the original budget and final adopted budget, is shown on page 12. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. There were no budget amendments during the year. The legal level of budgetary control is at the fund level.

### **Capital Asset and Debt Administration**

#### *Capital Assets*

At September 30, 2020, the District had \$7,935,439 invested in capital assets. More detailed information about the District's capital assets is presented in the notes to financial statements.

#### *Capital Debt*

At September 30, 2020, the District had \$7,510,000 in bonds outstanding. More detailed information about the District's capital debt is presented in the notes to financial statements.

### **Requests for Information**

If you have questions about this report or need additional financial information, contact the *Town of Kindred Community Development District's* Finance Department at 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625.

## FINANCIAL STATEMENTS

Town of Kindred Community Development District  
**Statement of Net Position**  
September 30, 2020

	<b>Governmental Activities</b>
<b>Assets:</b>	
Cash	\$ 499
Assessments receivable	43,102
Due from other governmental units	16,660
Prepaid costs	275
Deposits	48,025
Restricted assets:	
Temporarily restricted investments	453,685
Capital assets:	
Capital assets not being depreciated	334,886
Capital assets being depreciated, net	7,600,553
<b>Total assets</b>	<b>8,497,685</b>
<b>Liabilities:</b>	
Accounts payable and accrued expenses	179,096
Accrued interest payable	148,563
Noncurrent liabilities:	
Due within one year	140,000
Due in more than one year	7,444,518
<b>Total liabilities</b>	<b>7,912,177</b>
<b>Net Position:</b>	
Net investment in capital assets	600,755
Restricted for debt service	68,975
Restricted for capital projects	1,236
Unrestricted	(85,458)
<b>Total net position</b>	<b>\$ 585,508</b>



Town of Kindred Community Development District  
**Statement of Activities**  
Year Ended September 30, 2020

Functions/Programs	Expenses	Program Revenue		Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions		
Governmental Activities:					
General government	\$ 98,674	\$ 67,782	\$ -	\$ -	\$ (30,892)
Maintenance and operations	915,217	628,693	-	-	(286,524)
Public safety	24,181	16,611	-	-	(7,570)
Parks and recreation	155,602	106,888	-	-	(48,714)
Interest on long-term debt	356,879	505,832	460	5	149,418
<b>Total governmental activities</b>	<b>\$ 1,550,553</b>	<b>\$ 1,325,806</b>	<b>\$ 460</b>	<b>\$ 5</b>	<b>(224,282)</b>
General Revenues:					
Miscellaneous					1,496
<b>Total general revenues</b>					<b>1,496</b>
<b>Change in net position</b>					<b>(222,786)</b>
Net position, beginning					808,294
<b>Net position, ending</b>					<b>\$ 585,508</b>

Town of Kindred Community Development District  
**Balance Sheet - Governmental Funds**  
September 30, 2020

	<b>General</b>	<b>Debt Service</b>	<b>Capital Projects</b>	<b>Total Governmental Funds</b>
<b>Assets:</b>				
Cash	\$ 499	\$ -	\$ -	\$ 499
Investments	-	452,117	1,568	453,685
Assessments receivable	27,847	15,255	-	43,102
Due from other governments	16,660	-	-	16,660
Prepaid costs	275	-	-	275
Deposits	48,025	-	-	48,025
<b>Total assets</b>	<b>\$ 93,306</b>	<b>\$ 467,372</b>	<b>\$ 1,568</b>	<b>\$ 562,246</b>
<b>Liabilities and Fund Balances:</b>				
Liabilities:				
Accounts payable and accrued expenses	\$ 178,764	\$ -	\$ 332	\$ 179,096
<b>Total liabilities</b>	<b>178,764</b>	<b>-</b>	<b>332</b>	<b>179,096</b>
Fund Balances:				
Nonspendable - prepaids and deposits	48,300	-	-	48,300
Restricted for:				
Debt service	-	467,372	-	467,372
Capital projects	-	-	1,236	1,236
Unassigned	(133,758)	-	-	(133,758)
<b>Total fund balances</b>	<b>(85,458)</b>	<b>467,372</b>	<b>1,236</b>	<b>383,150</b>
<b>Total liabilities and fund balances</b>	<b>\$ 93,306</b>	<b>\$ 467,372</b>	<b>\$ 1,568</b>	

**Amounts reported for governmental activities in the statement of net position are different because:**

Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds. 7,935,439

Long-term liabilities are not due and payable in the current period and therefore are not reported in the funds.

Accrued interest payable	(148,563)	
Bonds payable	(7,584,518)	(7,733,081)
<b>Net Position of Governmental Activities</b>		<b>\$ 585,508</b>

Town of Kindred Community Development District  
**Statement of Revenues, Expenditures and Changes in the Fund Balances**  
**Governmental Funds**  
Year Ended September 30, 2020

	<b>General</b>	<b>Debt Service</b>	<b>Capital Projects</b>	<b>Total Governmental Funds</b>
<b>Revenues:</b>				
Special assessments	\$ 819,974	\$ 505,832	\$ -	\$ 1,325,806
Investment and miscellaneous income	1,496	460	5	1,961
<b>Total revenues</b>	<u>821,470</u>	<u>506,292</u>	<u>5</u>	<u>1,327,767</u>
<b>Expenditures:</b>				
Current:				
General government	98,674	-	-	98,674
Public safety	24,181	-	-	24,181
Maintenance and operations	621,977	-	-	621,977
Parks and recreation	155,602	-	-	155,602
Debt Service:				
Interest	-	361,950	-	361,950
Principal	-	135,000	-	135,000
Capital Outlay	6,494	-	2,892	9,386
<b>Total expenditures</b>	<u>906,928</u>	<u>496,950</u>	<u>2,892</u>	<u>1,406,770</u>
<b>Excess (Deficit) of Revenues Over Expenditures</b>	<u>(85,458)</u>	<u>9,342</u>	<u>(2,887)</u>	<u>(79,003)</u>
<b>Net change in fund balances</b>	<u>(85,458)</u>	<u>9,342</u>	<u>(2,887)</u>	<u>(79,003)</u>
Fund balances, beginning of year	-	458,030	4,123	462,153
<b>Fund balances, end of year</b>	<u>\$ (85,458)</u>	<u>\$ 467,372</u>	<u>\$ 1,236</u>	<u>\$ 383,150</u>

Town of Kindred Community Development District  
**Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of  
Governmental Funds to the Statement of Activities**  
Year Ended September 30, 2020

---

Amounts reported for Governmental Activities in the Statement of Activities are different because:

Net Change in Fund Balances - total governmental funds (page 10)	\$ (79,003)
--	-------------

Governmental funds report outlays for capital assets as expenditures because such outlays use current financial resources; however, in the statement of net position the cost of those assets is recorded as capital assets. Depreciation of capital assets is not recognized in the governmental fund statements but is reported as an expense in the statement of activities.

Capital outlay	9,386
Depreciation expense	(293,240)

Repayments of long-term liabilities are reported as expenditures in governmental funds, while repayments reduce long-term liabilities in the statement of net position.	135,000
---	---------

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Change in accrued interest	2,250	
Amortization of bond premium	2,821	5,071
	<u>2,821</u>	<u>5,071</u>
<b>Change in Net Position of Governmental Activities (page 8)</b>		<b><u><u>\$ (222,786)</u></u></b>

Town of Kindred Community Development District  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**Budget and Actual - General Fund**  
Year Ended September 30, 2020

	<b>Budgeted Amounts</b>		<b>Actual Amounts</b>	<b>Variance with Final Budget Positive (Negative)</b>
	<b>Original</b>	<b>Final</b>		
<b>Revenues:</b>				
Special assessments	\$ 868,647	\$ 868,647	\$ 819,974	\$ (48,673)
Miscellaneous income	10,000	10,000	1,496	(8,504)
<b>Total revenues</b>	<b>878,647</b>	<b>878,647</b>	<b>821,470</b>	<b>(57,177)</b>
<b>Expenditures:</b>				
Current:				
General government	105,180	105,180	98,674	6,506
Maintenance and operations	607,941	607,941	621,977	(14,036)
Public safety	14,594	14,594	24,181	(9,587)
Parks and recreation	150,932	150,932	162,096	(11,164)
<b>Total expenditures</b>	<b>878,647</b>	<b>878,647</b>	<b>906,928</b>	<b>(28,281)</b>
<b>Net change in fund balance</b>	<b>-</b>	<b>-</b>	<b>(85,458)</b>	<b>(85,458)</b>
Fund balance, beginning	-	-	-	-
<b>Fund balance, ending</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (85,458)</b>	<b>\$ (85,458)</b>

## **NOTES TO FINANCIAL STATEMENTS**

## **NOTE 1                      SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

### **Reporting Entity**

*Town of Kindred Community Development District*, (the "District") was established on January 4, 2016 by the Osceola County, Florida Ordinance No. 2016-07 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides, among other things, the power to manage basic services for community development, the power to borrow money and issue bonds, and the power to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure. The District was established for the purpose of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors (the "Board"), which is composed of five members. The Board of Supervisors of the District exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2020, all the Board of Supervisors are affiliated with the Developer. The District is economically dependent on the Developer.

The Board has final responsibility for:

1.        Allocating and levying assessments.
2.        Approving budgets.
3.        Exercising control over facilities and properties.
4.        Controlling the use of funds generated by the District.
5.        Approving the hiring and firing of key personnel.
6.        Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements 14, 39, and 61. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

### **Government-Wide and Fund Financial Statements**

The financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, 2) grants, contributions and investment earnings that are restricted to meeting the operational or capital requirements of a particular function or segment and 3) operating-type special assessments that are treated as charges for services (including assessments for maintenance and debt service). Other items not included among program revenues are reported instead as *general revenues*.

**NOTE 1                      SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the modified *accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period, except for Developer receivables for retainage, which are collected from the Developer when the amount is due to the contractor. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments, including debt service assessments and operation and maintenance assessments, are non-ad valorem assessments imposed on all lands located within the District and benefited by the District's activities. Operation and maintenance special assessments are levied by the District prior to the start of the fiscal year which begins October 1<sup>st</sup> and ends on September 30<sup>th</sup>. These assessments are imposed upon all benefited lands located in the District. Debt service special assessments are imposed upon certain lots and lands as described in each resolution imposing the special assessment for each series of bonds issued by the District. Certain debt service assessments are collected upon the closing of those lots subject to short term debt and are used to prepay a portion of the bonds outstanding.

Assessments and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the District.

The District reports the following major governmental funds:

*General Fund* - Is the District's primary operating fund. It is used to account for and report all financial resources not accounted for and reported in another fund.

*Debt Service Fund* - Accounts for the accumulation of resources for the annual payment of principal and interest on long-term debt.

*Capital Project Fund* - Accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

**Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position/Fund Balance**

**Restricted Assets**

These assets represent cash and investments set aside pursuant to bond covenants.

**Deposits and Investments**

The District's cash and cash equivalents are considered to be cash on hand and demand deposits.

Investments of the District are reported at fair value and are categorized within the fair value hierarchy established in accordance with GASB Statement No. 72, Fair Value Measurement and Application. The District's investments consist of investments authorized in accordance with Section 218.415, Florida Statutes.



**NOTE 1                      SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

*Prepaid Items*

Inventory and prepaid items are recorded as expenditures when consumed rather than when purchased in both government-wide and fund financial statements

*Capital Assets*

Capital assets, which include property, plant, equipment and infrastructure assets (e.g., roads, sidewalks and similar items), are reported in the applicable governmental activities column in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<b>Assets</b>	<b>Years</b>
Recreational facilities	30
Stormwater	25
Roadways	20
Landscape and streetscape	15

*Long Term Obligations*

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bond issuance costs are reported as expenses. Bonds payable are reported net of premiums or discounts.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures.

*Deferred Outflows/Inflows of Resources*

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District does not have any item that qualifies for reporting in this category for the year ended September 30, 2020.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District does not have any item that qualifies for reporting in this category for the year ended September 30, 2020.

## **NOTE 1                      SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

### *Net Position Flow Assumption*

Sometimes the District will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

### *Fund Balance Flow Assumptions*

Sometimes the District will fund outlays for a particular purpose from both restricted and unrestricted resources (total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

### *Fund Balance Policies*

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The District itself can establish limitations on the use of resources through either commitment (committed fund balance) or an assignment (assigned fund balance).

The committed fund balance classification includes fund balance amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. The Board of Supervisors is the highest level of decision-making authority for the government that can, by adoption of an ordinance or resolution prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance or resolution remains in place until a similar action is taken to remove or revise the limitation.

Amounts in the assigned fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as committed. The Board of Supervisors has authorized the District Manager to assign amounts for specific purposes. The Board of Supervisors may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above an additional action is essential to either remove or revise a commitment.

## **Other Disclosures**

### *Use of Estimates*

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

## **New Accounting Standards**

In fiscal year 2020, the District implemented Government Accounting Standards Board (GASB) Statement No. 95, *Postponement of the Effective Dates of Certain Authoritative Guidance*. This statement provides temporary relief to governments and other stakeholders in light of the COVID-19 pandemic by postponing the effective dates of provisions in certain other statements. There was no effect on beginning balances of the District for implementation of this Statement.

## **NOTE 2                    STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY**

### **Budgetary Information**

The District is required to establish a budgetary system and an approved annual budget for the General Fund. Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America. All annual appropriations lapse at the fiscal year end. The legal level of budgetary control is at the fund level. Any budget amendments that increase the aggregate budgeted appropriations, at the fund level, must be approved by the Board of Supervisors.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

1. Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
2. A public hearing is conducted to obtain comments.
3. Prior to October 1, the budget is legally adopted by the District Board.
4. All budget changes must be approved by the District Board.
5. The budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America.

### **Excess Expenditures Over Appropriations**

Actual expenditures exceeded appropriations in the General Fund for the year ended September 30, 2020.

## **NOTE 3                    DEPOSITS AND INVESTMENTS**

### **Deposits**

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

### **Investments**

The District categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset.

Under GASB 72, assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted prices for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable, and uses significant unobservable inputs that uses the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

Instead of establishing a written investment policy, the District elected to limit investments to those approved by Florida Statutes and the District Trust Indenture. Authorized District investments include, but are not limited to:

1. The Local Government Surplus Funds Trust Fund (SBA);
2. Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
3. Interest-bearing time deposits or savings accounts in qualified public depositories;
4. Direct obligations of the U.S. Treasury.

---

**NOTE 3                      DEPOSITS AND INVESTMENTS (CONTINUED)**

Investments made by the District at September 30, 2020 are summarized below.

<u>Investment Type</u>	<u>Fair Value</u>	<u>Credit Rating</u>	<u>Weighted Average Maturity</u>
U.S. Bank Money Market	<u>\$            453,685</u>	N/A	N/A

*Credit Risk:*

For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. Investments in U.S. Government securities and agencies must be backed by the full faith and credit of the United States Government. Short term bond funds shall be rated by a nationally recognized ratings agency and shall maintain the highest credit quality rating. Investment ratings by investment type are included in the preceding summary of investments.

*Custodial Credit Risk:*

In the case of deposits, this is the risk that, in the event of a bank failure, the District's deposits may not be returned to it. The District's investment policy requires that bank deposits be secured as provided by Chapter 280, Florida Statutes. This law requires local governments to deposit funds only in financial institutions designated as qualified public depositories by the Chief Financial Officer of the State of Florida, and creates the Public Deposits Trust Fund, a multiple financial institution pool with the ability to assess its member financial institutions for collateral shortfalls if a default or insolvency has occurred. At September 30, 2020, all of the District's bank deposits were in qualified public depositories.

For an investment, this is the risk that, in the event of the failure of the counterparty, the government will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. At September 30, 2020, none of the investments listed are exposed to custodial credit risk because their existence is not evidenced by securities that exist in physical or book entry form.

*Concentration of Credit Risk:*

The District places no limit on the amount the District may invest in any one issuer.

*Interest Rate Risk:*

The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates. The District manages its exposure to declines in fair values by investing primarily in pooled investments that have a weighted average maturity of less than three months.

#### NOTE 4 CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2020 was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Disposals</u>	<u>Ending Balance</u>
<b>Governmental Activities:</b>				
Capital assets not being depreciated:				
Land	\$ 325,500	\$ -	\$ -	\$ 325,500
Improvements under construction	6,778,018	9,386	(6,778,018)	9,386
<b>Total capital assets not being depreciated</b>	<u>7,103,518</u>	<u>9,386</u>	<u>(6,778,018)</u>	<u>334,886</u>
Capital assets being depreciated:				
Roadway	-	1,956,518	-	1,956,518
Stormwater	-	3,748,197	-	3,748,197
Recreational facilities	1,174,500	-	-	1,174,500
Landscape and streetscape	-	1,073,303	-	1,073,303
<b>Total capital assets being depreciated</b>	<u>1,174,500</u>	<u>6,778,018</u>	<u>-</u>	<u>7,952,518</u>
Less accumulated depreciation for:				
Roadway	-	(32,609)		(32,609)
Stormwater	-	(149,928)		(149,928)
Recreational facilities	(58,725)	(39,150)		(97,875)
Landscape and streetscape	-	(71,553)	-	(71,553)
<b>Total accumulated depreciation</b>	<u>(58,725)</u>	<u>(293,240)</u>	<u>-</u>	<u>(351,965)</u>
Total capital assets being depreciated, net	<u>1,115,775</u>	<u>6,484,778</u>	<u>-</u>	<u>7,600,553</u>
<b>Governmental activities capital assets, net</b>	<u>\$ 8,219,293</u>	<u>\$ 6,494,164</u>	<u>\$ (6,778,018)</u>	<u>\$ 7,935,439</u>

Depreciation expense for 2020 was charged to physical environment.

#### NOTE 5 LONG-TERM LIABILITIES

##### Series 2016 Special Assessment Revenue Bonds – Public Offering

In September 2016, the District issued \$3,500,000 of Special Assessment Revenue Bonds, Series 2016, consisting of \$605,000 Term Bonds due May 1, 2026 with an interest rate of 4.0%, \$1,025,000 Term Bonds due May 1, 2036 with an interest rate of 4.625% and \$1,870,000 Term Bonds due May 1, 2047 with an interest rate of 5.0%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the property within the District. Interest is paid semiannually on each May 1 and November 1. Principal on the Series 2016 Bonds is due serially commencing on May 1, 2018 through May 1, 2047.

The Series 2016 Bonds are subject to redemption at the option of the District prior to maturity at a redemption price as set forth in the Bond Indenture. The Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Indenture.

The Bond Indenture requires that the District maintain adequate funds in a reserve account to meet the debt service reserve requirements as defined in the Indenture. At September 30, 2020 the reserve requirement was met.

## NOTE 5 LONG-TERM LIABILITIES (CONTINUED)

The Bond Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agreed to levy special assessments in annual amounts adequate to provide payment of debt service. Payment of principal and interest on the 2016 Bonds is secured by a pledge of and a first lien upon the pledged special assessment revenue.

As of September 30, 2020, total principal and interest remaining on the Series 2016 Special Assessment Revenue Bonds was \$6,054,648. Principal and interest of \$220,506 was paid for the year ended September 30, 2020. Total special assessment revenue pledged was \$228,266.

### Series 2017 Special Assessment Revenue Bonds - Public Offering

In September 2017, the District issued \$4,330,000 of Special Assessment Revenue Bonds, Series 2017, consisting of \$755,000 Term Bonds due May 1, 2027 with an interest rate of 4.0%, \$1,255,000 Term Bonds due May 1, 2037 with an interest rate of 4.625% and \$2,320,000 Term Bonds due May 1, 2048 with an interest rate of 5%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the property within the District. Interest is paid semiannually on each May 1 and November 1. Principal on the Series 2017 Bonds is due serially commencing on May 1, 2019 through May 1, 2048.

The Series 2017 Bonds are subject to redemption at the option of the District prior to maturity at a redemption price as set forth in the Bond Indenture. The Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Indenture.

The Bond Indenture requires that the District maintain adequate funds in a reserve account to meet the debt service reserve requirements as defined in the Indenture. At September 30, 2020 the reserve requirement was met.

The Bond Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agreed to levy special assessments in annual amounts adequate to provide payment of debt service. Payment of principal and interest on the 2017 Bonds is secured by a pledge of and a first lien upon the pledged special assessment revenue.

As of September 30, 2020, total principal and interest remaining on the Series 2017 Special Assessment Revenue Bonds was \$7,760,808. Principal and interest paid was \$276,444 for the year ended September 30, 2020. Total special assessment revenue pledged was \$277,566.

Long-term liability activity for the year ended September 30, 2020 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<b>Governmental activities:</b>					
Bonds Payable:					
Series 2016	\$ 3,385,000	\$ -	\$ (60,000)	\$ 3,325,000	\$ 65,000
Add: Premium	44,469	-	(1,647)	42,822	-
Series 2017	4,260,000	-	(75,000)	4,185,000	75,000
Add: Premium	32,870	-	(1,174)	31,696	-
<b>Governmental activity long-term liabilities</b>	<b>\$ 7,722,339</b>	<b>\$ -</b>	<b>\$ (137,821)</b>	<b>\$ 7,584,518</b>	<b>\$ 140,000</b>

**NOTE 5 LONG-TERM LIABILITIES (CONTINUED)**

At September 30, 2020, the scheduled debt service requirements on the bonds payable were as follows:

<u>Year Ending September 30,</u>	<u>Governmental Activities</u>	
	<u>Principal</u>	<u>Interest</u>
2021	\$ 140,000	\$ 356,550
2022	145,000	350,950
2023	155,000	345,150
2024	160,000	338,950
2025	165,000	332,550
2026 - 2030	940,000	1,552,519
2031 - 2035	1,190,000	1,316,212
2036 - 2040	1,500,000	1,009,075
2041 - 2045	1,935,000	594,500
2046 - 2048	1,180,000	109,000
	<u>\$ 7,510,000</u>	<u>\$ 6,305,456</u>

**NOTE 6 DEVELOPER TRANSACTIONS**

The Developer owns a portion of land within the District; therefore assessment revenue in the general and debt service funds include assessments levied on those lots owned by the Developer. The Developer contributed \$503,660 for the year ended September 30, 2020 which is 38% of the District's revenue.

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

**NOTE 7 MANAGEMENT COMPANY**

The District has contracted with a management company to perform management services, which include financial and accounting services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreements, the District compensates the management company for management, accounting, financial reporting and other administrative costs.

**NOTE 8 RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. These risks are covered by commercial insurance from independent third parties. The District has not filed any claims under this commercial coverage during the last three years.

## COMPLIANCE SECTION



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE  
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

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

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of *Town of Kindred Community Development District* (the "District") as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's financial statements and have issued our report thereon dated March 29, 2021.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

*A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.*

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*McDermitt Davis*

Orlando, Florida  
March 29, 2021

## MANAGEMENT LETTER

Board of Supervisors  
*Town of Kindred Community Development District*

### Report on the Financial Statements

We have audited the financial statements of the *Town of Kindred Community Development District*, (the "District") as of and for the fiscal year September 30, 2020, and have issued our report thereon dated March 29, 2021.

### Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Auditor General.

### Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 29, 2021, should be considered in conjunction with this management letter.

### Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the preceding annual financial audit report.

### Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information has been disclosed in the notes to the financial statements.

### Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

### Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

**Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*McDiarmid Davis*

Orlando, Florida  
March 29, 2021



934 North Magnolia Avenue, Suite 100  
Orlando, Florida 32803  
407-843-5406  
[www.mcdirmittdavis.com](http://www.mcdirmittdavis.com)

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE  
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES**

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

We have examined the *Town of Kindred Community Development District's* (the "District") compliance with the requirements of Section 218.415, Florida Statutes, during the year ended September 30, 2020. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and, accordingly, included examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2020.

*McDermitt Davis*

Orlando, Florida  
March 29, 2021

**TAB 7**



Company ID Number: \_\_\_\_\_

## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the \_\_\_\_\_ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the

employee is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment

following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee



may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice at 1-800-255-8155 or 1-800-237-2515 (TTY) or go to <https://www.justice.gov/ier>.

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and

other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall

not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of

the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

### **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the



Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**

**Approved by:**

<b>E-Verify Employer</b>	
Name (Please Type or Print)	Title
Signature	Date
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print)	Title
Signature	Date

<b>Information Required for E-Verify</b>	
Information relating to your Company:	
Company Name:	
Company Facility Address:	
Company Alternate Address:	
County or Parish:	



**TAB 8**

**PUBLIC FACILITIES REPORT  
FOR  
THE TOWN OF KINDRED COMMUNITY  
DEVELOPMENT DISTRICT**

**Prepared for:**

**The Town of Kindred Community Development District**

**Mr. John Valantasis  
Chairman**

**Consulting Engineer:**

**Xabier Guerricagoitia, P. E.  
Boyd Civil Engineering, Inc.  
6816 Hanging Moss Road  
Orlando, FL 32807**

**District Manager:**

**Rizzetta & Company, Inc.  
8529 Southpark Center Loop # 330  
Orlando, FL 32819**

**March 19, 2021**

## **TABLE OF CONTENTS**

### **SECTION**

### **PAGE**

I.	Purpose and Scope.....	1
II.	Description of Kindred CDD.....	1
III.	Description of Public Facilities.....	1

### **EXHIBITS**

Exhibit A – Maintenance Map and District Boundaries

## **I. Purpose and Scope**

This Town of Kindred Community Development District (the “Kindred CDD”) Public Facilities Report, dated March 9<sup>th</sup>, 2021 (the “Report”), has been prepared by Boyd Civil Engineering, the Kindred CDD’s District Engineer. This Report has been prepared to comply with the requirement of Section 189.08, Florida Statutes regarding the Special District Public Facilities. Finally, this Report provides a general description of the public facilities owned or operated by the Kindred CDD together with any facility expansion programs currently proposed within the next five years.

## **II. Description of the Kindred Community Development District.**

The Kindred CDD encompasses approximately 321 acres and is located wholly within the unincorporated area of Osceola County, Florida.

The Kindred CDD, a local unit of special purpose government, was established to provide an alternative means for planning, financing, constructing, operating and maintaining various public improvements and public community facilities within its jurisdiction.

The Kindred CDD owns, operates and/or maintains certain public facilities within and outside of its boundary. These public facilities include wetland buffer, recreational facilities, open space, landscaping and irrigation, as well as stormwater management facilities. A brief description of each is provided below.

## **III. Description of the Public Facilities**

### **A. Wetland Buffers**

The Kindred CDD has acquired several open space and wetland buffer tracts within the development. The wetland buffers are located directly adjacent environmentally sensitive areas.

A demand/capacity analysis is not applicable to this facility. There are no plans for expansion of these facilities.

### **B. Recreation and Open Space**

Recreation and open space areas have been constructed within the Kindred CDD. These amenities include an extensive bikeway and pedestrian trail system, and a clubhouse, pool and related facilities. These amenities are accessible by the public and maintained by the Kindred CDD. These areas also include neighborhood parks for passive recreation.

The clubhouse building has an occupancy load of 108 persons. The pool has a bather load capacity of 135.

There are no current plans for expansion of the recreation and open space areas within the next seven (7) years.

**C. Landscaping/Hardscape**

Landscaping/hardscape has been provided at the entrances to the community, along collector roadways, and within common parcels. Xeriscape landscaping principles have been incorporated into the design to minimize the need for irrigation water. Existing specimen trees are being saved throughout the community.

A demand/capacity analysis is not applicable to the landscape and hardscape. There are no plans for expansion of these facilities.

**D. Stormwater Management Facilities**

A master stormwater system was acquired by the Kindred CDD in accordance with the Master Drainage Plan that has been permitted through the South Florida Water Management District. The Stormwater Management Facilities consist primarily of wet ponds which are typically interconnected and discharge at defined natural outfalls throughout the project site.

The stormwater management facilities are at full capacity and meet the demands of the Kindred CDD. There are no plans for expansion of these facilities.

For the improvements described above, there are no plans for replacement in the next ten (10) years. Only general maintenance is anticipated.

# EXHIBIT A







NOT INCLUDED  
14  
15  
PARCEL "A"

- COLOR LEGEND
- WETLAND BUFFER
  - STORM WATER MANAGEMENT POND
  - OPEN SPACE / NON IRRIGATED
  - RECREATION / OPEN SPACE
  - OPEN SPACE / RW MEDIAN / IRRIGATED
  - IRRIGATION FACILITY

0 100' 200' 400'  
NORTH  
SCALE: 1"=200'

**BOYD CIVIL**  
ENGINEERING  
6816 Hanging Moss Road  
Orlando, Florida 32807  
Office: (407)494-2693  
Certificate of Auth. 29791

Civil Engineer  
XABIER S. QUINONES, P.E.  
No. 31951  
STATE OF FLORIDA  
PROFESSIONAL ENGINEER

Rev.	Date	Description	Chk By

TOWN OF KINDRED CDD 1  
OSCEOLA COUNTY, FLORIDA  
PREPARED FOR: DR. HOBSON, INC.

**MAINTENANCE MAP**

Date: 2/22/2021  
Scale: AS SHOWN  
Project No.: 1007.022  
Drawn By: RAP  
Designed By: RAP  
Checked By: XJG

SHEET NO.  
**A**

Plotted: February 22, 2021, 10:22:30 AM  
D:\Documents\Projects\Boyd\Kindred PH2 CDD Exhibits\Kindred PH1 CDD Maintenance Map.dwg