



Rizzetta & Company

Town of Kindred Community Development District

Board of Supervisors' Special Meeting August 10, 2021

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

www.townofkindredcdd.org

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

Holiday Inn Orlando (SW Celebration Area), 5711 W. Irlo Bronson Memorial Highway,
Kissimmee, FL 34746

Board of Supervisors	John Valantasis John Auld Louis Avelli Matthew Stolz Anthony Benitez	Board Supervisor Board Supervisor Board Supervisor Board Supervisor Board Supervisor
District Manager	Richard Hernandez	Rizzetta & Company, Inc.
District Counsel	Michelle Rigoni Sarah Sandy	Hopping Green & Sams Hopping Green & Sams
District Engineer	Xabier Guerricagoitia	Boyd Civil Engineering

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

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

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

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

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

District Office · Orlando, Florida · (407) 472-2471

Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.townofkindredcdd.org

August 3, 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, August 10, 2021 at 10:30 a.m.** at the Holiday Inn Orlando (SW Celebration Area), 5711 W. Irlo Bronson Memorial Highway, Kissimmee, FL 34746. The following is the agenda for the meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on June 8, 2021.....Tab 1
 - B. Consideration of Operation and Maintenance Expenditures May & June 2021..Tab 2
- 4. BUSINESS ITEMS**
 - A. Public Hearing on Fiscal Year 2021/2022 Final Budget
 - i. Consideration of Resolution 2021-06, Adopting Fiscal Year 2021-2022 Final Budget.....Tab 3
 - ii. Consideration of Resolution 2021-07, Imposing Special Assessments and Certifying an Assessment Roll.....Tab 4
 - B. Consideration of Resolution 2021-08, Setting the Fiscal Year 2021-2022 Meeting ScheduleTab 5
 - C. Consideration of Amenity Privileges Suspension – Hearing
 - i. Summary of Incident-Related Documentation.....Tab 6
 - ii. Presentation of Pertinent Amenity Policies.....Tab 7
 - 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
 - D. Ratification of Annual Flower Changeout – Down to Earth.....Tab 8
 - E. Consideration of Irrigation Repair Proposals – Down to Earth.....Tab 9
 - F. Review, Discussion and Consideration of Draft RFP for Landscape & Irrigation Maintenance Services.....*under separate cover*
 - G. Discussion Regarding Developer Deficit Funding
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 6. SUPERVISOR REQUESTS AND COMMENTS**
- 7. ADJOURNMENT**

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

Very truly yours,

Richard Hernandez

Richard Hernandez
District Manager

cc: Sarah Sandy, Hopping Green & Sams, P.A.

TAB 1

MINUTES OF MEETING

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

**TOWN OF KINDRED
COMMUNITY DEVELOPMENT DISTRICT**

The special meeting of the Board of Supervisors of the **Town of Kindred Community Development District** was held on **Tuesday, June 8, 2021 at 10:32 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	Board Supervisor, Chairman
Matthew Stolz	Board Supervisor, Assistant Secretary
Lou Avelli	Board Supervisor, Assistant Secretary

Also present were:

Belinda Blandon	District Manager, Rizzetta & Company, Inc. (via phone)
Richard Hernandez	District Manager, Rizzetta & Company, Inc.
Paul Almonte	Community & Lifestyle Manager, Artemis Lifestyles (via phone)
Ashely Sorto	Community & Lifestyle Director, Artemis Lifestyles (via phone)
Tucker Mackie	Attorney, Hopping Green & Sams (via phone)
Michelle Rigoni	Attorney, Hopping Green & Sams (via phone)
Xabier Guerricagoitia	Boyd Civil Engineering, Inc. (via phone)
Jo Thacker	Developer Counsel, Nelson Mullins (via phone)
Brett Sealy	MBS Capital Markets, LLC (via phone)
Paul Almonte	CAM, Artemis Lifestyles (via phone)
Audience Members	Present (Anthony Benitez sworn in)

FIRST ORDER OF BUSINESS

Call to Order

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

SECOND ORDER OF BUSINESS

Audience Comments on the Agenda Items

There were no audience comments at this time.

THIRD ORDER OF BUSINESS

**Acceptance of Resignation from Supervisor
Bradley Kingsley**

On Motion by Mr. Valantasis, seconded by Mr. Stolz, with all in favor, the Board of Supervisors' accepted Supervisor Bradley Kingsley's resignation effective June 2, 2021, for the Town of Kindred Community Development District.

FOURTH ORDER OF BUSINESS

**Appointment of Candidate to Board of
Supervisors**

On Motion by Mr. Stolz, seconded by Mr. Valantasis, with all in favor, the Board of Supervisors' appointed Mr. Anthony Benitez to the Board of Supervisors, for the Town of Kindred Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2021-04
Designating Officers**

Resolution 2021-04 Designating Officers designates Anthony Benitez as an Assistant Secretary for the District.

On Motion by Mr. Avelli, seconded by Mr. Valantasis, with all in favor, the Board of Supervisors' approved Resolution 2021-04 Designating Officers, for the Town of Kindred Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of the Minutes of the Board of
Supervisors' Special Meeting held on April
13, 2021**

On Motion by Mr. Stolz, seconded by Mr. Valantasis, with all in favor, the Board of Supervisors' approved the minutes of the Board of Supervisors' Continued Meeting held on April 13, 2021, for the Town of Kindred Community Development District.

SEVENTH ORDER OF BUSINESS

**Ratification of the Operation & Maintenance
Expenditures for March and April 2021**

Mr. Hernandez presented the operation & maintenance expenditures March and April 2021. Discussion ensued.

On Motion by Mr. Avelli, seconded by Mr. Stolz, with all in favor, the Board of Supervisors' ratified the Operation & Maintenance Expenditures for March 2021 in the amount of \$ 67,119.47 and April 2021 in the amount of \$ 54,944.39, as presented for the Town of Kindred Community Development District.

EIGHTH ORDER OF BUSINESS

**Presentation of Proposed Budget Fiscal
Year 2021/2022**

Mr. Hernandez presented the Fiscal Year 2021-2022 budget to the Board for consideration.

Consideration of Resolution 2020-05, Approving the Proposed Budget Fiscal Year 2021/2022 and Setting the Public Hearing

On a motion by Mr. Stolz, seconded by Mr. Valantasis, with all in favor, the Board of Supervisors approved Resolution 2020-05, Approving the Proposed Budget Fiscal Year 2021/2022 and Setting the Public Hearing for August 10th, 2021 at 10:30 a.m., for the Town of Kindred Community Development District.

Ms. Rigoni added that this would also set the public hearing on the assessment increase.

NINTH ORDER OF BUSINESS

**Consideration of Pothole Repair at 1414
Dusty Stone Lane Proposals**

This agenda item was tabled.

On a motion by Mr. Valantasis, seconded by Mr. Avelli, with all in favor, the Board of Supervisors appointed Mr. Stolz to approve an asphalt repair proposal in a not to exceed amount of \$6,975.00, for the Town of Kindred Community Development District.

TENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel
No Report.

B. District Engineer
No Report.

Mr. Guerricagoitia did have a request from a resident regarding dead trees located along Brockridge and Partin Terrace Road. Mr. Hernandez will reach out to Down to Earth. Discussion ensued regarding whether or not the trees were located on District property.

C. District Manager

Mr. Hernandez stated that the registered voter count was 1,480 as of April 15, 2021.

Mr. Hernandez reminded the Board that the next meeting was scheduled to be held on August 10, 2021. The Board requested meeting invites.

ELEVENTH ORDER OF BUSINESS

Supervisor Requests

There were no Supervisor Requests at this time.

TWELFTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Valantasis, seconded by Mr. Stolz, with all in favor, the Board of Supervisors' adjourned the meeting at 11:03 a.m., for Town of Kindred Community Development District.

Assistant Secretary

Chairman/Vice Chairman

TAB 2

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

District Office · Orlando, FL 32819

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614
WWW.TOWNOFKINDREDCDD.ORG

Operation and Maintenance Expenditures May 2021 For Board Approval

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

The total items being presented: **\$107,005.99**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Town of Kindred Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2021 Through May 31, 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.	002106	P34127	HID Prox Cards 04/21	\$ 49.96
Amazon Capital Services, Inc.	002116	1N4Y-KRD6-WF7D	Fitness Center Supplies 05/21	\$ 43.08
Amazon Capital Services, Inc.	002107	1VM9-PY9Y-PTPK	Fitness Center Supplies 04/21	\$ 47.00
Amazon Capital Services, Inc.	002116	1YV9-XQNQ-CNP3	Fitness Center Supplies 05/21	\$ 17.90
Aquatic Weed Control, Inc.	002124	12866	Monthly Maintenance on 6 Ponds 04/21	\$ 550.00
Artemis Lifestyle Services, Inc.	002108	11869	May 2021 Payroll	\$ 5,333.00
Boyd Civil Engineering, Inc	002109	02962	Engineering Services 04/21	\$ 150.00
Celebration PH Holdings, Ltd dba Holiday Inn SW	002126	BEO#: 7326	Meeting Room 06/21	\$ 92.25
Celebration PH Holdings, Ltd dba Holiday Inn SW	002126	BEO#: 7327	Meeting Room 08/21	\$ 92.95
Chem-Right Pool Service LLC	002110	1135	Monthly Pool and Fountain Cleaning Service 05/21	\$ 3,600.00
Chem-Right Pool Service LLC	002110	1136	Remove/Replace Old Pump & Tubes in Pool 04/21	\$ 795.00
Commercial Fitness Products, Inc.	002098	B004204	Fitness Center Equipment 04/21	\$ 31.50
Commercial Fitness Products, Inc.	002098	B004205	Fitness Center Preventaitve Maintenance 04/21	\$ 185.00

Town of Kindred Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2021 Through May 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Convergint Technologies, LLC	002117	50374	Fire Alarm Mesh Monitoring - Quarterly	\$ 90.00
Dallos Services, Inc.	002099	3195	Clubhouse Maintenance 04/21	\$ 275.00
Dallos Services, Inc.	002099	3198	Clubhouse Maintenance 04/21	\$ 275.00
Dallos Services, Inc.	002111	3205	Clubhouse Maintenance 05/21	\$ 275.00
Dallos Services, Inc.	002118	3209	Clubhouse Maintenance 05/21	\$ 275.00
Dog Waste Depot	002100	405191	Dog Waste Bags & Can Liners 04/21	\$ 215.58
Dog Waste Depot	002125	410928	Dog Waste Bags & Can Liners 05/21	\$ 215.58
Down to Earth Opco LLC	002101	6474	Terrace Vehicle Damage Repair 03/21	\$ 595.00
Down to Earth Opco LLC	002101	67525	Landscape Enhancements 05/20	\$ 21,703.00
Down to Earth Opco LLC	002101	7382	Holly Replacement 03/21	\$ 1,361.50
Down to Earth Opco LLC	002101	7383	Plant Replacements 03/21	\$ 1,425.00
Down to Earth Opco LLC	002101	7408	Landscape Maintenance 04/21	\$ 18,852.00
Down to Earth Opco LLC	002112	94662	Landscape Maintenance 05/21	\$ 18,852.00

Town of Kindred Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2021 Through May 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Department of Revenue	002115	Sales Tax 04/21	Sales Tax - 04/21	\$ 113.02
Hopping Green & Sams	002120	122188	Legal Services 03/21	\$ 763.00
Imperial PFS Corporation	002121	GAA-A63103	Gen Liab/POL/Prop Insurance	\$ 1,830.09
Kissimmee Utility Authority	002127	Pymt 8 of 11 Electric Summary 04/21	FY20/21 Pymt 8 of 11 Electric Summary 04/21	\$ 11,704.33
Rizzetta & Company, Inc.	002102	INV0000058116	District Management Fees 04/21	\$ 4,300.00
Rizzetta Technology Services	002103	INV0000007441	Email & Website Hosting Service 5/21	\$ 175.00
Security And Investigation, Inc.	002104	295	Patrolling Services 04/21	\$ 592.00
Security And Investigation, Inc.	002113	296	Patrolling Services 04/21	\$ 592.00
Security And Investigation, Inc.	002128	297	Patrolling Services 05/21	\$ 860.81
Spectrum Business	051721	0749905010426	1450 Diamond Loop Dr - TV and Voice - 05/21	\$ 294.34
State of Florida - Department of Health	002119	49-BID-5253555	Pool Permit 49-60-1795419 2021/2022	\$ 325.00
SunScape Landscape Management Services, Inc.	002114	9537	Landscape Services 05/21	\$ 1,375.00
Toho Water Authority	002105	Water Summary I 04/21	Water Summary I 04/21	\$ 1,885.27

Town of Kindred Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2021 Through May 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	002122	Water Summary	Water Summary II 04/21	\$ 6,663.83
Truly Nolen of America, Inc.	002123	711127622	Pest Monthly Commercial 05/21	\$ 64.00
Truly Nolen of America, Inc.	002123	711127623	Mosquito Commercial Monthly 05/21	\$ <u>71.00</u>
Report Total				<u>\$ 107,005.99</u>

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

District Office · Orlando, FL 32819

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614
WWW.TOWNOFKINDREDCDD.ORG

Operation and Maintenance Expenditures June 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2021 through June 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$67,722.00**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Town of Kindred Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2021 Through June 30, 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.	2137	S230068	HID Prox Cards 05/21	\$ 855.27
Amazon Capital Services, Inc.	2138	16FR-XWHC-9WN3	Fitness Center Supplies 05/21	\$ 440.96
Amazon Capital Services, Inc.	2129	1L19-DR7P-V6HC	Fitness Center Supplies 05/21	\$ 160.96
Amazon Capital Services, Inc.	2129	1NR9-6LXM-RVJ4	Fitness Center Supplies 05/21	\$ 173.67
Aqua Worx, Inc.	2148	16450	Water Features Cleaning 06/21	\$ 1,920.00
Aquatic Weed Control, Inc.	2139	12956	Monthly Maintenance on 6 Ponds 05/21	\$ 550.00
Artemis Lifestyle Services, Inc.	2141	12249	June 2021 Payroll	\$ 5,333.00
Chem-Right Pool Service LLC	2142	1139	Monthly Pool and Fountain Cleaning Service 06/21	\$ 3,600.00
Dallos Services, Inc.	2130	3182	Clubhouse Maintenance 04/21	\$ 275.00
Dallos Services, Inc.	2130	3225	Clubhouse Maintenance 05/21	\$ 275.00
Dallos Services, Inc.	2143	3230	Clubhouse Maintenance 06/21	\$ 275.00
Dallos Services, Inc.	2143	3242	Clubhouse Maintenance 06/21	\$ 275.00
Down to Earth Opco LLC	2144	INV97397	Landscape Maintenance 06/21	\$ 18,852.00

Town of Kindred Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2021 Through June 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Fountain Design Group, Inc.	2131	23621A	Quarterly Cleaning 03/21	\$ 632.68
Hidden Eyes LLC dba Envera Systems	2151	697781	Video Monitoring/Service & Maintenance 12/20-01/21	\$ 76.56
Hidden Eyes LLC dba Envera Systems	2151	698402	Video Monitoring/Service & Maintenance 02/21	\$ 457.26
Hidden Eyes LLC dba Envera Systems	2151	699315	Video Monitoring/Service & Maintenance 03/21	\$ 457.26
Hidden Eyes LLC dba Envera Systems	2151	700405	Video Monitoring/Service & Maintenance 04/21	\$ 457.26
Hidden Eyes LLC dba Envera Systems	2151	701423	Video Monitoring/Service & Maintenance 05/21	\$ 457.26
Hidden Eyes LLC dba Envera Systems	2151	702384	Video Monitoring/Service & Maintenance 06/21	\$ 457.26
Hopping Green & Sams	2132	122553	Legal Services 04/21	\$ 3,422.00
Imperial PFS Corporation	2149	GAA-A63103 Pymt 9 of 11	Gen Liab/POL/Prop Insurance FY20/21 Pymt 9 of 11	\$ 1,830.09
Orlando Sentinel	2150	35610379000	Acct #CU00517632 Legal Advertising 04/21	\$ 376.26
Rizzetta & Company, Inc.	2133	INV0000058886	District Management Fees 06/21	\$ 4,300.00
Rizzetta Technology Services	2134	INV0000007624	Email & Website Hosting Service 06/21	\$ 175.00
Security And Investigation, Inc.	2140	298	Patrolling Services 05/21	\$ 998.25

Town of Kindred Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2021 Through June 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Spectrum Business	210630	7.49905E+13	1450 Diamond Loop Dr - TV and Voice - 06/21	\$ 294.34
SunScape Landscape Management Services, Inc.	2145	9611	Landscape Services 06/21	\$ 1,375.00
Toho Water Authority	2135	Water Summary I 05/21	Water Summary I 05/21	\$ 3,211.09
Toho Water Authority	2146	Water Summary II 05/21	Water Summary II 05/21	\$ 15,293.82
Truly Nolen of America, Inc.	2147	711128914	Mosquito Commercial Monthly 06/21	\$ 71.00
Waste Connections of Florida	2136	1330734	Waste Disposal Services 05/21	\$ 187.50
Waste Connections of Florida	2136	1335469	Waste Disposal Services 06/21	<u>\$ 206.25</u>
Report Total				<u>\$ 67,722.00</u>

TAB 3

RESOLUTION 2021-06

THE ANNUAL APPROPRIATION RESOLUTION OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June 2021, submitted to the Board of Supervisors ("**Board**") of the Town of Kindred Community Development District ("**District**") proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("**Fiscal Year 2021/2022**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget

may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Town of Kindred Community Development District for the Fiscal Year Ending September 30, 2022."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2021/2022, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND (SERIES 2016)	\$ _____
DEBT SERVICE FUND (SERIES 2017)	\$ _____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2021/2022 or within 60 days following the end of the Fiscal Year 2021/2022 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 10th day of August 2021.

ATTEST:

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

EXHIBIT A



Rizzetta & Company

Town of Kindred Community Development District

Townofkindredcddd.org

Approved Proposed Budget for Fiscal Year 2021-2022

Presented by: Rizzetta & Company, Inc.

**9530 Marketplace Road Suite 206
Fort Myers, Florida 33912
Phone: 239-989-0303**

rizzetta.com

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Proposed Budget
Town of Kindred Community Development District
General Fund
Fiscal Year 2021-2022

	Chart of Accounts Classification	Actual YTD through 04/30/21	Projected Annual Totals 2020-2021	Annual Budget for 2020-2021	Projected Budget variance for 2020-2021	Budget for 2021/2022	Budget Increase (Decrease) vs 2020-2021	Comments
1								
2	REVENUES							
3								
4	Special Assessments							
5	Tax Roll*	\$ 749,568	\$ 664,275	741,618	\$ (77,343)	1,047,820	\$ 306,202	Tax roll/off roll allocations to be determined and adjusted upon final certification of county rolls.
6	Off Roll*	\$ 127,029	\$ 208,801	127,029	\$ 81,772		\$ (127,029)	Tax roll/off roll allocations to be determined and adjusted upon final certification of county rolls.
7	Other Miscellaneous Revenues							
8	Miscellaneous Revenues	\$ 2,337	\$ 4,006	\$ 5,000	\$ (994)	\$ 5,000	\$ -	Anticipated clubhouse related revenue.
9								
10	TOTAL REVENUES	\$ 878,934	\$ 877,082	\$ 873,647	\$ 3,435	\$ 1,052,820	\$ 179,173	
11								
12	Balance Forward from Prior Year	\$ -	\$ 103,766	\$ -	\$ 103,766	\$ -	\$ -	
13								
14	TOTAL REVENUES AND BALANCE FORWARD	\$ 878,934	\$ 980,848	\$ 873,647	\$ 107,201	\$ 1,052,820	\$ 179,173	
15								
16	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.							
17								
18								
19	EXPENDITURES - ADMINISTRATIVE							
20								
21	Legislative							
22	Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
23	Financial & Administrative							
24	Administrative Services	\$ 2,625	\$ 4,500	\$ 4,500	\$ -	\$ 4,500	\$ -	Maintained at same rate.
25	District Management	\$ 13,125	\$ 22,500	\$ 22,500	\$ -	\$ 22,500	\$ -	Maintained at same rate.
26	District Engineer	\$ 5,535	\$ 9,489	\$ 4,500	\$ (4,989)	\$ 10,000	\$ 5,500	
27	Disclosure Report	\$ 6,000	\$ 6,000	\$ 6,000	\$ -	\$ 6,000	\$ -	Required per bond indenture.
28	Trustees Fees							
29	Assessment Roll	\$ 8,620	\$ 14,777	\$ 8,620	\$ (6,157)	\$ 8,620	\$ -	\$4,310 each for Series 16 & 17 bonds.
30	Financial & Revenue Collections	\$ 5,000	\$ 8,571	\$ 5,000	\$ (3,571)	\$ 5,000	\$ -	Maintained at same rate.
31	Accounting Services	\$ 2,625	\$ 4,500	\$ 4,500	\$ -	\$ 4,500	\$ -	Maintained at same rate.
32	Auditing Services	\$ 11,725	\$ 20,100	\$ 20,100	\$ -	\$ 20,100	\$ -	Maintained at same rate.
33	Arbitrage Rebate Calculation	\$ 4,000	\$ 4,000	\$ 3,900	\$ (100)	\$ 4,100	\$ 200	
34	Miscellaneous Mailings	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$500 per bond issuance
35	Public Officials Liability Insurance	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ 400	
36	Legal Advertising	\$ 1,837	\$ 3,149	\$ 2,791	\$ (358)	\$ 2,930	\$ 139	Based on projections by Egis.
37	Dues, Licenses & Fees	\$ 934	\$ 1,601	\$ 2,500	\$ 899	\$ 2,500	\$ -	
38	Tax Collector /Property Appraiser Fees	\$ 451	\$ 773	\$ 437	\$ (336)	\$ 451	\$ 14	\$175 due annually to Dept. of Economic Opportunity. Remainder fees from County for NAD roll fees.
39	Website Hosting, Maintenance, Backup	\$ 2,378	\$ 4,077	\$ 4,300	\$ 223	\$ 3,638	\$ (662)	Campus Suites Agreement and Technology Agreement
40	Legal Counsel							
41	District Counsel	\$ 14,514	\$ 24,881	\$ 15,000	\$ (9,881)	\$ 20,000	\$ 5,000	
42								
43	Administrative Subtotal	\$ 79,369	\$ 128,918	\$ 105,648	\$ (23,270)	\$ 116,239	\$ 10,591	
44								
45	EXPENDITURES - FIELD OPERATIONS							
46								
47	Security Operations							
48	Security Services and Patrols	\$ 12,292	\$ 21,072	\$ 20,200	\$ (872)	\$ 30,508	\$ 10,308	Envera Agreement \$ 419 per month. Security agreement \$ 17.50 per hour for 28 hours a week.
49	Security & Fire Monitoring Services	\$ 839	\$ 1,438	\$ 1,500	\$ 62	\$ 1,500	\$ -	Security Alarm monitoring @ \$770 yr. & @ \$90 qtr. for fire monitoring. Addtl for minor equipment repairs.
50	Electric Utility Services		\$ -					
51	Utility Services	\$ 48,978	\$ 83,962	\$ 65,000	\$ (18,962)	\$ 85,000	\$ 20,000	
52	Street Lights	\$ 44,028	\$ 75,477	\$ 70,000	\$ (5,477)	\$ 76,000	\$ 6,000	
53	Utility - Recreation Facilities		\$ -	\$ -	\$ -		\$ -	
54	Garbage/Solid Waste Control Services		\$ -					
55	Garbage - Recreation Facility	\$ 1,313	\$ 2,251	\$ 2,000	\$ (251)	\$ 2,300	\$ 300	8 cuyd dumpster, emptied once weekly.
56	Water-Sewer Combination Services		\$ -					
57	Utility Services	\$ 40,877	\$ 70,075	\$ 140,000	\$ 69,925	\$ 65,000	\$ (75,000)	
58	Stormwater Control		\$ -					
59	Aquatic Maintenance	\$ 5,050	\$ 8,657	\$ 9,000	\$ 343	\$ 6,600	\$ (2,400)	\$550 per month - Aquatic Weed Control
60	Fountain Repairs & Maintenance	\$ 1,983	\$ 3,399	\$ 3,000	\$ (399)	\$ 1,520	\$ (1,480)	Lake Fountains \$ 380 per quarter
61	Other Physical Environment		\$ -					
62	General Liability/Property Insurance	\$ 17,988	\$ 30,837	\$ 18,721	\$ (12,116)	\$ 26,125	\$ 7,404	
63	Entry & Walls Maintenance	\$ -	\$ -	\$ 550	\$ 550	\$ 550	\$ -	Maintain for misc. maint.
64	Landscape Maintenance	\$ 137,464	\$ 235,653	\$ 226,224	\$ (9,429)	\$ 314,546	\$ 88,322	DTE Contract
65	Ornamental Lighting & Maintenance		\$ -	\$ -	\$ -		\$ -	Not incurred. Removed.
66	Landscape Inspections	\$ -	\$ -	\$ -	\$ -	\$ 17,400	\$ 17,400	SunScape Agreement
67	Irrigation Repairs	\$ 6,108	\$ 10,471	\$ 10,000	\$ (471)	\$ 10,500	\$ 500	
68	Landscape - Mulch	\$ 27,000	\$ 46,286	\$ 27,000	\$ (19,286)	\$ 27,000	\$ -	As per DTE Agreement
69	Landscape Miscellaneous		\$ -	\$ -	\$ -		\$ -	
70	Landscape Replacement Plants, Shrubs, Trees	\$ 39,807	\$ 68,241	\$ 20,000	\$ (48,241)	\$ 59,461	\$ 39,461	As per Actual
71	Parks & Recreation		\$ -					
72	Management Contract	\$ 37,331	\$ 63,996	\$ 63,996	\$ -	\$ 63,996	\$ -	For on-site amenity/lifestyle staffing.
73	Pool Permits	\$ -	\$ -	\$ 325	\$ 325	\$ 325	\$ -	\$325 annually.
74	Pest Control	\$ 945	\$ 1,620	\$ 1,755	\$ 135	\$ 1,700	\$ (55)	
75	Equipment Lease		\$ -	\$ -	\$ -		\$ -	
76	Fitness Equipment Maintenance & Repairs	\$ 3,831	\$ 6,567	\$ 2,450	\$ (4,117)	\$ 7,000	\$ 4,550	Service contract and repairs.
77	Clubhouse - Facility Janitorial Service	\$ 10,600	\$ 18,171	\$ 20,000	\$ 1,829	\$ 20,000	\$ -	
78	Pool/Fountain Service Contract		\$ -	\$ 40,860	\$ 40,860	\$ 43,200	\$ 2,340	Pool Service \$ 2400 pm and fountain service \$ 1200 pm
79	Pool Repairs	\$ 3,376	\$ 5,787	\$ 1,000	\$ (4,787)	\$ 5,000	\$ 4,000	
80	Fountain Repairs	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	Est. for parts
81	Facility A/C & Heating Maintenance & Repair		\$ -	\$ -	\$ -	\$ 3,500	\$ 3,500	
82	Sidewalk Maintenance & Repair	\$ 15,620	\$ 26,777	\$ 1,500	\$ (25,277)	\$ 32,000	\$ 30,500	Projection based on actual for pressure washing
83	Furniture Repair/Replacement	\$ 970	\$ 1,663	\$ 1,250	\$ (413)	\$ 1,250	\$ -	Higher in FY 19/20 due to couch replacement. Maintain at 1250 in FY 20/21.
84	Pool/Water Park/Fountain Maintenance	\$ 23,700	\$ 40,629	\$ -	\$ (40,629)	\$ -	\$ -	Line item re worded to Pool and Fountain Maintenance
85	Playground Equipment and Maintenance	\$ -	\$ -	\$ 1,070	\$ 1,070	\$ 1,000	\$ (70)	Adjusted based on projections.
86	Athletic/Park Court/Field Repairs	\$ 1,040	\$ 1,783	\$ 1,100	\$ (683)	\$ 2,000	\$ 900	Utilize for misc. repairs, net replacements, etc.
87	Cable Television, Internet & Telephone	\$ 1,394	\$ 2,390	\$ 3,300	\$ 910	\$ 3,400	\$ 100	Spectrum @ \$283.34 per month
88	Access Control Maintenance & Repair	\$ 3,289	\$ 5,638	\$ 2,000	\$ (3,638)	\$ 5,700	\$ 3,700	Access control repairs (i.e. doors, gates, access system, etc.)
89	Dog Waste Station Supplies	\$ 1,293	\$ 2,217	\$ 2,376	\$ 159	\$ 2,500	\$ 124	
90	Special Events		\$ -					
91	Special Events/Lifestyle	\$ 514	\$ 881	\$ 5,000	\$ 4,119	\$ 5,000	\$ -	
92	Contingency		\$ -					
93	Miscellaneous Fees		\$ -	\$ -	\$ -		\$ -	
94	Miscellaneous Contingency	\$ 9,329	\$ 15,993	\$ 6,822	\$ -	\$ 10,000	\$ 3,178	Suggest misc. contingency for unforeseen expenses and to maintain level of assessments.
95	Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
96	Part time maintenance person	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
97	Field Operations Subtotal	\$ 496,959	\$ 851,930	\$ 767,999	\$ (74,761)	\$ 936,581	\$ 168,582	
98								
99	Contingency for County TRIM Notice							
100								
101	TOTAL EXPENDITURES	\$ 576,328	\$ 980,848	\$ 873,647	\$ (98,031)	\$ 1,052,820	\$ 179,174	
102								
103	EXCESS OF REVENUES OVER	\$ 302,606	\$ -	\$ 0	\$ 9,170	\$ -	\$ (0)	

Budget Template
Town of Kindred Community Development District
Debt Service
Fiscal Year 2021/2022

Chart of Accounts Classification	Series 2016	Series 2017	Budget for 2021/2022
REVENUES			
Special Assessments			
Net Special Assessments	\$227,066.40	\$276,078.00	\$503,144.40
TOTAL REVENUES	\$227,066.40	\$276,078.00	\$503,144.40
EXPENDITURES			
Administrative			
Financial & Administrative			
Debt Service Obligation	\$227,066.40	\$276,078.00	\$503,144.40
Administrative Subtotal	\$227,066.40	\$276,078.00	\$503,144.40
TOTAL EXPENDITURES	\$227,066.40	\$276,078.00	\$503,144.40
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00	\$0.00

Osceola County Collection Costs (2%) and Early Payment Discounts (4%): 6.0%

Gross assessments: **\$535,260.00**

Notes:

Tax Roll Collection Costs (2%) and Early Payment Discounts (4%) are a total 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2021/2022 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2021/2022 O&M Budget		\$1,047,820.00
Collection Costs @	2%	\$22,294.04
Early Payment Discount @	4%	\$44,588.09
2021/2022 Total:		<u>\$1,114,702.13</u>

2020/2021 O&M Budget	\$868,647.00
2021/2022 O&M Budget	\$1,047,820.00
Total Difference:	<u>\$179,173.00</u>

	<u>PER UNIT ANNUAL ASSESSMENT</u>		<u>Proposed Increase / Decrease</u>	
	<u>2020/2021</u>	<u>2021/2022</u>	<u>\$</u>	<u>%</u>
Series 2016 Debt Service - Townhome	\$330.00	\$330.00	\$0.00	0.00%
Operations/Maintenance - Townhome	\$465.19	\$561.14	\$95.95	20.63%
Total	\$795.19	\$891.14	\$95.95	12.07%
Series 2016 Debt Service - Single Family	\$660.00	\$660.00	\$0.00	0.00%
Operations/Maintenance - Single Family	\$1,162.97	\$1,402.85	\$239.88	20.63%
Total	\$1,822.97	\$2,062.85	\$239.88	13.16%
Series 2017 Debt Service - Townhome	\$330.00	\$330.00	\$0.00	0.00%
Operations/Maintenance - Townhome	\$465.19	\$561.14	\$95.95	20.63%
Total	\$795.19	\$891.14	\$95.95	12.07%
Series 2017 Debt Service - Single Family	\$660.00	\$660.00	\$0.00	0.00%
Operations/Maintenance - Single Family	\$1,162.97	\$1,402.85	\$239.88	20.63%
Total	\$1,822.97	\$2,062.85	\$239.88	13.16%

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2021/2022 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE**

TOTAL O&M BUDGET		\$1,047,820.00
COLLECTION COSTS @	2%	\$22,294.04
EARLY PAYMENT DISCOUNT @	4%	\$44,588.09
TOTAL O&M ASSESSMENT		<u>\$1,114,702.13</u>

<u>UNITS ASSESSED</u>		<u>ALLOCATION OF O&M ASSESSMENT</u>						<u>PER UNIT ASSESSMENTS</u>			
<u>LOT SIZE</u>	<u>O&M</u>	<u>SERIES 2016 DEBT SERVICE ⁽¹⁾</u>	<u>SERIES 2017 DEBT SERVICE ⁽²⁾</u>	<u>EAU FACTOR</u>	<u>TOTAL EAU's</u>	<u>% TOTAL EAU's</u>	<u>TOTAL O&M BUDGET</u>	<u>O&M</u>	<u>Series 2016 Debt Service ⁽³⁾</u>	<u>Series 2017 Debt Service ⁽⁴⁾</u>	<u>Total ⁽⁵⁾</u>
<u>SERIES 2016</u>											
Townhome	58	58	0	0.40	23	2.92%	\$32,546.05	\$561.14	\$330.00	\$0.00	\$891.14
Single Family	337	337	0	1.00	337	42.41%	\$472,759.40	\$1,402.85	\$660.00	\$0.00	\$2,062.85
<u>SERIES 2017</u>											
Townhome	106	0	106	0.40	42	5.34%	\$59,480.71	\$561.14	\$0.00	\$330.00	\$891.14
Single Family	392	0	392	1.00	392	49.33%	\$549,915.98	\$1,402.85	\$0.00	\$660.00	\$2,062.85
Total	893	395	498		795	100.00%	\$1,114,702.13				

LESS: Osceola County Collection Costs (2%) and Early Payment Discounts (4%): (\$66,882.13)

Net Revenue to be Collected: \$1,047,820.00

⁽¹⁾ Reflects the total number of lots with Series 2016 debt outstanding.

⁽²⁾ Reflects the total number of lots with Series 2017 debt outstanding.

⁽³⁾ Annual debt service assessment per lot adopted in connection with the Series 2016 bond issue. Annual assessment includes principal, interest, Osceola County collection costs and early payment discounts.

⁽⁴⁾ Annual debt service assessment per lot adopted in connection with the Series 2017 bond issue. Annual assessment includes principal, interest, Osceola County collection costs and early payment discounts.

⁽⁵⁾ Annual assessment that will appear on November 2021 Osceola County property tax bill. Amount shown includes all applicable collection costs (2%) and early payment discounts (up to 4% if paid early).

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to day operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Travel: Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Deputy Services: The District may wish to contract with the local police agency to provide security for the District.

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Streetlights: The District may have expenditures relating to streetlights throughout the community. These may be restricted to main arterial roads or in some cases to all streetlights within the District's boundaries.

Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Gate Phone: The District will incur telephone expenses if the District has gates that are to be opened and closed.

Street/Parking Lot Sweeping: The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Gate Facility Maintenance: Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.

Employees - Salaries: The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Employees - P/R Taxes: This is the employer's portion of employment taxes such as FICA etc.

Employee - Workers' Comp: Fees related to obtaining workers compensation insurance.

Management Contract: The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

Facility Supplies: The District may have facilities that required various supplies to operate.

Gate Maintenance & Repairs: Any ongoing gate repairs and maintenance would be included in this line item.

Telephone, Fax, Internet: The District may incur telephone, fax and internet expenses related to the recreational facilities.

Office Supplies: The District may have an office in its facilities which require various office related supplies.

Clubhouse - Facility Janitorial Service: Expenses related to the cleaning of the facility and related supplies.

Pool Service Contract: Expenses related to the maintenance of swimming pools and other water features.

Pool Repairs: Expenses related to the repair of swimming pools and other water features.

Security System Monitoring & Maintenance: The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous Expense: Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs: Expense related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance: Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

Special Events: Expenses related to functions such as holiday events for the public enjoyment

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES:

Capital Reserve: Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

DEBT SERVICE FUND BUDGET **ACCOUNT CATEGORY DESCRIPTION**

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

TAB 4

RESOLUTION 2021-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2021/2022; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Kindred Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Osceola County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("**Fiscal Year 2021/2022**"), attached hereto as **Exhibit "A"**, and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2021/2022; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the Town of Kindred Community Development District ("**Assessment Roll**") attached to this Resolution as **Exhibit "B"** and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits "A" and "B,"** is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION. The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits "A" and "B."** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions

of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 10th day of August 2021.

ATTEST:

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: FY 2022 Budget

Exhibit B: FY 2022 Assessment Roll

EXHIBIT A

EXHIBIT B

Assessment Roll

Assessment roll is maintained in the District's official records and is available upon request. Certain exempt information may be redacted prior to release in compliance with Chapter 119, Florida Statutes

TAB 5

RESOLUTION 2021-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS 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 District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

Section 1. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as Exhibit "A".

Section 2. In accordance with Section 189.015(1), Florida Statutes, the District's Secretary is hereby directed to file annually, with Osceola County, a schedule of the District's regular meetings.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 10th DAY OF AUGUST 2021.

**TOWN OF KINDRED
COMMUNITY DEVELOPMENT
DISTRICT**

CHAIRMAN

ATTEST:

ASSISTANT SECRETARY

EXHIBIT "A"

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS MEETING DATES
FOR FISCAL YEAR 2021/2022**

October	12, 2021
November	09, 2021
December	14, 2021
February	08, 2022
April	12, 2022
June	14, 2022
August	09, 2022

All meetings will convene at 10:30 a.m., at the Osceola County Courthouse, located at 1 Courthouse Square, Suite 4700, (BCC Shared Conference Room #4702) Kissimmee, Florida 34741.

EXHIBIT "A"

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS MEETING DATES
FOR FISCAL YEAR 2021/2022**

October	14, 2021
November	11, 2021
December	16, 2021
February	10, 2022
April	14, 2022
June	16, 2022
August	11, 2022

All meetings will convene at 10:30 a.m., at the Osceola County Courthouse, located at 1 Courthouse Square, Suite 4700, (BCC Shared Conference Room #4702) Kissimmee, Florida 34741.

TAB 6

INCIDENT REPORT – RESIDENT

Date of incident ____/____/____

Date Reported ____/____/____

Time of incident ____:____am/pm

Time Reported ____:____am/pm

Name of resident(s) involved _____

Location of accident _____

Description of incident (attach any documentation) _____

Describe injuries and part of the body affected _____

AREA CONDITIONS

☐ INDOORS:

Quality of lighting ☐ Poor ☐ Good ☐ Excellent

Type of flooring ☐ Concrete ☐ Carpet ☐ Tile ☐ Wood ☐ Other _____

Condition of flooring ☐ Dry ☐ Wet ☐ New Carpet ☐ Freshly Waxed ☐ Other _____

☐ OUTDOORS:

Weather Condition ☐ Clear ☐ Rain ☐ Snow ☐ Sleet ☐ Other _____

Surface condition _____

Who was contacted ☐ Ambulance ☐ Fire Department ☐ Police

Time Contacted _____:_____am/pm

Medical attention given by: ☐ Paramedics ☐ Self

WITNESSES

(1) Name _____ Phone: _____

(2) Name _____ Phone: _____

Form Completed By

Name: Paul Almonte

Title: _____

Date: _____

Artemis Acknowledgement

Name: _____

Title: _____

Date: _____

HR Signature: _____

Date: _____

TAB 7

**TOWN OF KINDRED
COMMUNITY DEVELOPMENT
DISTRICT**

AMENITY POLICIES & RATES

ADOPTED MAY 8, 2018

DEFINITIONS

“Amenities” or “Amenity Facilities” – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the Clubhouse, pavilions, fitness center, swimming pool, and soccer/multipurpose fields, together with their appurtenant facilities and areas.

“Amenity Policies” or “Policies” – shall mean these Amenity Policies and Rates of the Town of Kindred Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies when and as necessary and will notify Patrons of any changes by posting the revised Policies on the District’s website. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

“Amenity Manager” – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

“Annual User Fee” – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Board of Supervisors” or “Board” – shall mean the Town of Kindred Community Development District’s Board of Supervisors.

“Clubhouse” – shall mean the amenity building commonly referred to as the Clubhouse, located at 1450 Diamond Loop Drive, Kissimmee, Florida 34744.

“District” – shall mean the Town of Kindred Community Development District.

“District Staff” – shall mean the professional management company with which the District has contracted to provide management services to the District, the Amenity Manager, and District Counsel.

“Household” – shall mean those individuals residing within the immediate household of a Patron. This can consist of individuals who have not yet attained the age of eighteen or individuals over the age of eighteen (18) actually residing in the household. This does not include visiting relatives, or extended family not residing in the home. Proof of residency for individuals over the age of eighteen (18) years is required by driver’s license or state or federal issued form of identification. A signed affidavit of residency shall be required for individuals under the age of eighteen (18) years.

“Guest” – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited for a specific visit by a Patron over the age of eighteen (18) years to use the Amenities.

“Access Card” – shall mean an electronic Access Card issued by the District Manager to each Patron (as defined herein) to access the Amenity Facilities.

“Non-Resident” – shall mean any person who does not own property within the District.

“Non-Resident Patron” – shall mean any person or Household not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

“Patron” or “Patrons” – shall mean Residents, Guests, Non-Resident Patrons, and Renters who are eighteen (18) years of age and older.

“Renter” – shall mean an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required.

“Resident” – shall mean any person or Household owning property within the District.

AMENITIES ACCESS AND USAGE

Only Patrons and Guests have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies. All persons using the Amenities do so at their own risk and agree to abide by the Amenity Policies. The District shall assume no responsibility and shall not be liable in any accidents, personal injury or death, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions, or negligence of other persons using the Amenities.

Resident Access and Usage. Residents must pay Operations & Maintenance Assessments applicable to property owners within the District in accordance with the District’s annual assessment resolution. Payment of Operations & Maintenance Assessments covers the Annual User Fee for such Resident and entitles the Resident to use of the Amenities for the corresponding fiscal year of the District, which year begins October 1 and ends September 30. Residents must complete the Amenity Access Registration Form prior to access or use of the Amenities.

Non-Resident Access and Usage. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application. Annual User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.

Guest Access and Usage. Each Patron and Non-Resident Patron is entitled to bring four (4) persons as Guests to the Amenities at one time (unless Patron Household or Non-Resident Patron Household has reserved the Clubhouse or Pavilion). District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron over the age of eighteen (18) years must accompany Guests at all times during Guests use of the Amenities and are responsible for any and all actions taken by such Guests. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron’s access and usage privileges. Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Patron or Non-Resident Patron access and usage privileges.

Renter’s Privileges. Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident’s privileges to use the Amenities upon written documentation. Residents may retain their Amenities rights in lieu of granting them to their Renters. Residents may not retain their rights to use the Amenities and grant them to Renters at the same time for the same residential property. Renter’s possession of Access Card shall evidence transfer of rights to use the Amenities to Renter.

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the department of their respective Renter.

Renters shall be subject to all Amenity Policies as the Board may adopt from time to time.

Access Cards. Each Patron Household will be issued an Access Card by District Staff upon completion of the Amenity Access Registration Form. An additional Access Card may be purchased by for \$10. Access Cards will only be issued to Residents or Non-Resident Patrons eighteen years of age or older as evidenced in person with identification. Access Cards will allow Patrons entry to the Amenities during regular operating hours of the Amenities.

Patrons must scan their Access Cards in the card reader to gain access to the Amenities. This Access Card system provides a security and safety measure for Patrons and protects the Amenities from non-Patron entry. Under no circumstances, shall a Patron provide their Access Card to another person, whether Patron or non-Patron, to allow access to the Amenities.

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen cards.

SMOKING, DRUGS, AND ALCOHOL

Smoking, including vapor and electric devices, is not permitted in any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. No employee or contractor of the District shall smoke in any building, or enclosed or fenced area of the Amenities. Any violation of this policy shall be reported to District Staff.

Possession, use, and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Amenities and on all other District owned property. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of "Service Animal(s)" trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, social halls and fitness center), pools, tennis courts, playgrounds, or parking lots. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

GENERAL AMENITY POLICIES

Hours of Operation. All hours of operation of the Amenities will be established and published by the District on its website. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Unless otherwise posted on the website, all outdoor fenced Amenities are open only from dawn until dusk. The specific, current hours of operation for several of the Amenities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances, are as published on the District's website. No Patron or Guest is allowed in the service areas of the Amenities.

General Usage Guidelines. Except as otherwise stated herein, the following guidelines govern the use of the Amenities generally. Specific policies for each Amenity are outlined in the respective section for each herein.

- (1) ***Registration and Access Cards.*** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card available for inspection. Access Cards are only to be used by the Patron to whom they are issued. Patrons must have at all times in their possession their personalized Access Card to enter and use the Amenities, and must present their Access Cards upon request by District Staff.
- (2) ***Attire.*** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors.
- (3) ***Food and Drink.*** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
- (4) ***Parking and Vehicles.*** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District staff. Off-road bikes/vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District. Vehicles may not park overnight in Amenity parking lots.
- (5) ***Fireworks.*** Fireworks of any kind are not permitted anywhere on District owned property or adjacent areas.
- (6) ***Skateboards, Etc.*** Skateboards, rollerblades, hoverboards, and scooters are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, Clubhouse, pool area, athletic fields, soccer/multipurpose fields, playground area, and sidewalks surrounding these areas.
- (7) ***Grills.*** Personal barbeque grills are not permitted at the Amenities or on any other District owned property.
- (8) ***Firearms.*** Firearms are not permitted in the Amenities unless the Patron is authorized to possess and carry a firearm under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
- (9) ***Equipment.*** All District equipment, furniture, and other tangible property must be returned in

good condition after use. Patrons and Guests are encouraged to notify District Staff if such items are in need of repair, maintenance, or cleaning.

(10) **Littering.** Patrons and Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.

(11) **Bounce Houses and Other Structures.** The installation and use of bounce houses and similar apparatus is prohibited on District property. No exceptions will be made.

(12) **Music.** Headphones are required while using any personal music device.

(13) **Cellular Phones.** To prevent disturbance to others, use of cellular telephones should be limited while using the Amenities and Patrons and Guests are asked to keep their ringers turned off or on vibrate while using the Amenities.

(14) **Excessive Noise.** Excessive noise that will disturb other Patrons and Guests is not permitted. Patrons and Guests are not permitted to bring in personal speaker devices.

(15) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.

(16) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.

(17) **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.

(18) **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect. Disrespectful or abusive treatment of District staff or contractors may result in suspension or termination of Amenity access and usage privileges.

(19) **Emergencies.** In the event of an injury, property damage, or other emergency, please contact District Staff immediately in accordance with the terms of this policy contained herein.

(20) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card and who thereby causes the security alarm to sound will be responsible for the full amount of any fee charged to the District in connection with such security alarm.

SWIMMING POOL POLICIES

(1) ***Operating Hours.*** Swimming is permitted only during designated hours, as posted on the District's and HOA's websites. Swimming after dusk is prohibited by the Florida Department of Health.

(2) ***Swim at Your Own Risk.*** No Lifeguards will be on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.

(3) ***Supervision of Minors.*** Minors under the age of eighteen (18) years must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times for usage of the pool. All children five (5) years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by a responsible individual eighteen (18) years of age or older within arm's length at all times when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by an adult who is in the water and within arm's length of the child.

(4) ***Aquatic Toys and Recreational Equipment.*** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.

(5) ***Prevention of Disease.*** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.

(6) ***Attire.*** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are allowed. Wearing prohibited attire will result in immediate expulsion from the pool area.

(7) ***Horseplay*** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.

(8) ***Diving.*** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps or other dangerous actions are prohibited.

(9) ***Weather.*** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by District Staff.

(10) ***Pool Furniture; Reservation of Tables or Chairs.*** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.

(11) ***Entrances.*** Pool entrances must be kept clear at all times.

(12) ***Pollution.*** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.

(13) ***Swim Diapers.*** Children under the age of three (3) years, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a minimum period of twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.

(14) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.

(15) **Pool Closure.** In addition to Osceola County and the State of Florida Health Code Standards, and as noted above, the pool will be closed for the following reasons:

- During severe weather conditions (heavy rain, lightning, and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
- For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
- Operational and mechanical treatments or difficulties affecting pool water quality.
- For a period of time following any mishap that results in feces or vomit in the pool water.
- Any other reason deemed to be in the best interests of the District as determined by District staff.

(16) **Containers.** Glass containers are not permitted in the pool area.

(17) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect during the rental of other Amenity areas.

(18) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Center must first be approved by the District.

FITNESS CENTER POLICIES

(1) **Exercise at Your Own Risk.** The fitness center is not supervised during operating hours. All Patrons and Guests are encouraged to consult their physician before beginning an exercise program and consult fitness staff for questions about equipment use. All Patrons and Guests shall consult District Staff for any questions or concerns about the equipment.

(2) **Usage Restrictions.** Patrons and Guests ages eighteen (18) years and older may use the fitness center, but they must have an Access Card. No children under the age of eighteen (18) years are allowed in the fitness center at any time.

(3) **Attire.** Appropriate attire including shorts, shirts, and closed toed athletic footwear must be worn at all times in the fitness center.

(4) **Food and Drink.** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers.

(5) **Noise.** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others. Cell phones should be silenced and not used while in the fitness center.

(6) **Equipment.** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights. Individuals are responsible for wiping down fitness equipment after use.

(7) **Personal Training.** Except as expressly authorized by the District, the provision of personal training services for fees, or solicitation of personal training services for fees, is prohibited.

(8) **Hand Chalk.** Hand chalk is not permitted.

(9) **Courtesy.** If a Patron/Guest is waiting, cardiovascular equipment utilization is limited to thirty (30) minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to “work in” between sets. All equipment must be wiped down after use with the wipes and/or spray provided.

(10) **Maintenance.** All concerns, equipment malfunctions, and maintenance needs should be reported to District Staff immediately.

(11) **Emergencies.** All emergencies and injuries must be reported to District Staff immediately.

PLAYGROUND POLICIES

(1) **Use at Own Risk.** Patrons and Guests may use the playgrounds and parks at their own risk and must comply with all posted signage.

(2) **Hours of Operation.** Unless otherwise posted, all playground and park hours are from dawn to dusk.

(3) **Supervision of Children.** Supervision by an adult eighteen (16) years and older is required for children under the age of twelve (12) years. Children must remain in the sight of an adult supervisor at all times. All children are expected to play cooperatively with other children.

(4) **Shoes.** Proper footwear is required and no loose clothing especially with strings should be worn.

(5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.

(6) **Food & Drink.** Food is not permitted on the playground, but is permitted at the parks. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the parks.

(7) **Glass Containers.** No glass containers are permitted.

FACILITY RENTAL POLICIES

(1) **Rentals; Patrons Only.** For the convenience and enjoyment of our Patrons, the Clubhouse and Pavilions are available for rental during normal operating hours by Patrons in order to use the Clubhouse on an exclusive basis for organized events. Unless otherwise directed by the District, only Patrons may rent the Clubhouse or Pavilion. Patrons may not rent the Clubhouse or Pavilion on behalf of non-Patrons. All rentals are subject to availability and the discretion of District Staff. The pool and pool deck areas are NOT available for rental and shall remain open to other Patrons and their Guests during normal operating hours.

(2) **Rental Reservation Process.** Patrons interested in renting the clubhouse or pavilion may reserve a desired rental date and time on a first-come, first-serve basis. To reserve a desired rental date and time, Patrons must submit to the Amenity Manager a completed Amenity Rental Form, a check for the Rental Fee and a check in the full amount of the Deposit as specified in the Amenity Rates (“Rental Date”). A desired rental date will NOT be reserved until the completed Amenity Rental Form, check for Rental Fee and a separate Deposit check are received by District Staff. District Staff will review the Amenity Rental Form and has full authority to deny the request subject to availability and in its reasonable discretion. NO EXCEPTIONS WILL BE MADE TO THE RENTAL RESERVATION PROCESS.

(3) **Cancellations.** Cancellations must be made in writing and received by the Amenity Manager at least fifteen (15) days in advance of the Rental Date in order for Patron to receive a refund of the Deposit.

(4) **Deposits.** Deposits will be returned within ten (10) days of the Rental Date provided there has been no damage to District property and the Clubhouse/Pavilion has been properly cleaned after use. To receive the full refund of the Deposit, the renting Patron must:

- i. Remove all garbage, place in dumpster, and replace garbage liners;
 - ii. Remove all decorations, event displays, and materials;
 - iii. Return all furniture and other items to their original position;
 - iv. Wipe off counters, table tops, and the sink area (applicable to Clubhouse only);
 - v. Sweep and mop all floors;
 - vi. Clean out and wipe down the refrigerator as well as any cabinets and other appliances used (applicable to Clubhouse only); and
 - vii. Otherwise clean the Clubhouse or Pavilion and restore it to the pre-rented condition, and to the satisfaction of District Staff;
 - ix. Secure all doors and make sure closed properly (applicable to Clubhouse only).
- (5) **Additional Cleaning or Damage.** The District may retain all or part of any Deposit if the District determines, in its sole discretion, that it is necessary to perform additional cleaning or to repair any damages arising from the rental. Should the costs of any such cleaning or repairs exceed the Deposit, the District shall have authority to recover such costs from Patron by any means legally available and to suspend Patron's access and use privileges until such Patron pays any such amounts. Tape, tacks or staples shall not be used on any of the walls or furniture for any reason, including hanging decorations. Confetti, candles (with the exception of birthday cake candles), bubble machines and smoke machines are prohibited.
- (6) **Duration of Events.** Unless otherwise authorized in writing by the District's Board of Supervisors pursuant to a special request, rentals shall take place for a maximum of eight (8) hours, inclusive of set-up and clean-up time. No exceptions shall be made to allow for set-up or clean-up outside of the eight (8) hour rental period.
- (7) **Noise.** The volume of any live or recorded music must not violate applicable County noise ordinances or unreasonably interfere with residents' use and enjoyment of their homes or the other Amenities. Music containing profanity shall not be played in the Amenity Facilities.
- (8) **Capacity.** Under no circumstances shall the capacity limit of the Clubhouse or Pavilion be exceeded during any rental.
- (9) **Insurance.** Additional liability insurance coverage may be required for events that the District determines in its sole discretion should require additional liability insurance. The District must be named as an additional insured on any such insurance policy in order to satisfy any such requirement for additional liability insurance.
- (10) **Alcohol.** Alcohol is not permitted during any rental.

SUSPENSION AND TERMINATION OF PRIVILEGES

- (1) **General Policy.** All persons using the Amenities and entering District property are responsible for compliance with, and shall comply with, the Amenity Policies established for the safe operations of

the District's Amenities. District Staff must protect the rights and privileges of rule-abiding Patrons, and inappropriate behavior by Patrons or their Guests will not be tolerated.

(2) ***Suspension of Access and Use Privileges.*** The District, through its Board, District Manager, Amenity Manager, and District Counsel shall have the right to restrict, suspend, or terminate the Amenity privileges of any person to use the Amenities for any of the following behavior:

- a. Submits false information on any application for use of the Amenities;
- b. Permits the unauthorized use of an Access Card;
- c. Exhibits unsatisfactory behavior, deportment or appearance;
- d. Fails to pay amounts owed to the District in a proper and timely manner;
- e. Fails to abide by any District rules or policies (e.g., Amenity Policies);
- f. Treats the District's supervisors, staff, general/amenity management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- g. Damages or destroys District property; or
- h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests.

(3) ***Authority of District Staff and Members of the Board of Supervisors.*** District Staff or their designee, and any member of the Board of Supervisors, has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her reasonable discretion it is the District's best interests to do so. District Staff may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors.

(4) ***Process for Suspension or Termination of Access and Use Privileges.*** Subject to the rights of District Staff set forth in Section 3 above, the following process shall govern suspension and termination of privileges:

a. Offenses:

- i. First Offense: Verbal and written warning by District Staff and suspension from the Amenities for up to one (1) week from the commencement of the suspension. Violation is recorded by District Staff, signed by the individual offender(s), and held on file by the District.
- ii. Second Offense: Automatic suspension of all Amenity privileges for up to thirty (30) days from the commencement of the suspension, with the preparation by District Staff of a written report to be signed by the offender(s) and filed with the District.
- iii. Third Offense: Suspension of all Amenity privileges for up to one (1) year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the offender(s) privileges for one (1) calendar year. The length of the suspension is in the discretion of the Board and may be for less than one (1) year.

b. Each offense shall expire one (1) year after such offense was committed, at which time

the number of offenses on record for such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire and the second offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses.

- c. Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the premises of the Amenity, or violates these Policies in a manner that, in the discretion of the District Staff upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender(s) shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender(s) privileges, which suspension or termination may include members of the offender(s) household and may, upon the first offense, equal to or exceed one year. In particular situations that pose a long term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be warranted and considered.
- d. Any suspension or termination of Amenity privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final.

(5) ***Legal Action; Criminal Prosecution.*** If any person is found to have committed any of the infractions noted in Section 2 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her Household.

Should any Patron, Guest, or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term “Activities” shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts’ limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

The above amended policies were adopted on May 8, 2018, by the Board of Supervisors for the Town of Kindred Community Development District.

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amenity Rates

Exhibit B: Amenity Access Registration Form

Exhibit C: Amenity Rental Application Form

EXHIBIT A
AMENITY RATES

TYPE	RATE
Annual User Fee	\$3500.00
Additional Household Member Access Card	\$10.00
Replacement Access Card	\$30.00
Clubhouse Rental Deposit	\$350.00
Pavilion Rental Deposit	\$300.00
Clubhouse Rental Fee- 4 hours	\$350.00
Clubhouse Rental Fee- 8 hours	\$450.00
Pavilion Rental Fee- 4 hours	\$250.00
Additional Evening Amenity Rental Fee-after 6 p.m.	\$100.00

EXHIBIT B
AMENITIES ACCESS REGISTRATION FORM

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT
AMENITIES ACCESS REGISTRATION FORM**

NAME: _____

ADDRESS: _____

HOME TELEPHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

ADDITIONAL RESIDENT 1: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 2: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 3: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 4: _____ DOB IF UNDER 18 _____

ACCEPTANCE:

I acknowledge receipt of Access Cards for the above listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the District for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damages caused by me, my family members or my guests and the damages resulting from the loss or theft of my or my family members' Facility Access Cards. It is understood that Facility Access Cards are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its agents, officers and employees from any and all liability for any injuries that might occur in conjunction with the use of any of the District's amenity facilities (including but not limited to: swimming pools, soccer/multipurpose fields, fitness center, clubhouse facility, playground equipment, other facilities), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

Signature of Patron (Legal Guardian if Minor)

Date

AFFIDAVIT OF RESIDENCY:

(REQUIRED IF LEGAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)

I hereby state that the address listed above is the bona fide residence for all residents listed in this Amenities Access Registration Form and that such address is located within the Town of Kindred Community Development District. I acknowledge that a false statement in this affidavit may subject me to penalties for making a false statement pursuant to Section 837.06, *Florida Statutes*. I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Signature of Patron

The foregoing was acknowledged before me this ____ day of _____, 20____, by _____ who is [] personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

Name Typed, Printed, or Stamped

Notary Public, State of _____

RECEIPT OF DISTRICT POLICIES & RATES:

I acknowledge that I have been provided and understand the terms in the **Amenity Policies and Rates**.

Signature of Patron
(Parent or Legal Guardian if minor)

Date

GUEST POLICY:

Please refer to the **Amenity Policies & Rates** for the most current policies regarding guests.

PLEASE RETURN THIS FORM TO:

Town of Kindred Community Development District
Attn: Anthony Jeancola, District Manager
8529 South Park Circle, Suite 330
Orlando, Florida 32819
Telephone: (407) 472-2471
Email: ajeancola@rizzetta.com

OFFICE USE ONLY:

Date Received

Date Entered in System

Staff Member Signature

PRIMARY RESIDENT:

Access Card #

ADDITIONAL RESIDENT 1:

Access Card #

ADDITIONAL RESIDENT 2:

Access Card #

ADDITIONAL RESIDENT 3:

Access Card #

ADDITIONAL RESIDENT 4:

Access Card #

ADDITIONAL INFORMATION:

New Construction: _____ Re-Sale: _____ Prior Owner: _____

Rental: _____ Landlord/ Owner: _____ Lease Term: _____

EXHIBIT C
AMENITY RENTAL APPLICATION

KINDRED RESERVATION OF PRIVATE USAGE OF THE CLUBHOUSE OR PAVILIONS

RENTAL AGREEMENT AND RELEASE OF LIABILITY

- 1.To rent the Clubhouse or Pavilion, you must be a Patron.
- 2.Homeowner must be current with District assessments or Annual User Fees to be approved and have no outstanding violations.
- 3.Once you have determined, and it has been confirmed by District Staff, that the date and times of rental is available, this Reservation Form must be immediately completed and two (2) checks sent in to hold a **tentative** Reservation. A check for the Rental, and a deposit check, is required. It is **NOT** considered to be your guaranteed rental unless and until the documentation with checks have been received by District Staff and approved. Note that other Patrons may be seeking to rent this same date. You may log onto the community website at www.townofkindredcdd.org to view the community calendar to determine the current availability.
- 4.Determine **exactly** the proposed times you desire to rent and be as accurate as possible on this application. **Half day rentals are from 10 am to 2 pm or 2 pm to 6 pm and full day rentals are from 10 am to 6 pm.** Rental hour period are subject to change at the District Staff's discretion. Rental amounts shall be prorated based on the current adopted rental fees. Rental time should include time to set up and clean up for the event. Clubhouse maximum allowed guests including Patrons is 50 people. Pavilion maximum allowed guests including Patrons is 20 people.
- 5.The Clubhouse or Pavilion will not be made available to the Patron to move in supplies or equipment on any day / and or time other than the time frame that the Clubhouse or Pavilion is rented.
- 6.The Patron is solely responsible for the entry to the Clubhouse or Pavilion by any vendors delivering supplies, equipment, flowers, food, etc., to the Clubhouse. It is not the responsibility of the District Staff to perform this task.
- 7.Patron must remain on the premises while his/her guests are utilizing the Clubhouse or Pavilion.
- 8.District is not responsible for the loss or injuries sustained by any Patron or guests attending this function. District, its supervisors, officers, staff or employees, will in no way be liable for loss, damages, or injuries to any Patron or guests in connection with this event. The Patron assumes full responsibility and liability for any claims arising at the above stated activity once access is given for rental time.
- 9.The Patron agrees to return the premises to a neat, clean and orderly condition, and is responsible for removing all trash and garbage created due to the rental activity. **All trash and garbage MUST be removed and taken with you, off the premises, immediately after your event.**
- 10.The Patron understands and agrees that the deposit will be returned **ONLY** after it has been verified that the facility has been left clean and orderly, all inventory accounted for, countertops cleaned, and all rules have been complied with. You will be notified within five business days if your deposit is being held. If your deposit is fully refundable we will notify you via email and then destroy the deposit check on file.
- 11.**Should facility not be left clean and orderly, and the cost to clean or repair facility exceeds the deposit, the Patron will be billed for the difference and required to pay same within 30 days. Further, the District reserves the right to deny rental of facility to the Patron in the future.**

12.The Patron agrees that the rental of the clubhouse **does not** include the fitness room, management office, pool, soccer or volleyball area.

13.Guests of Patron(s) must park in the direct parking lot to the clubhouse. Parking on surrounding streets or driveways of residents is **PROHIBITED**. Failure of Parton's guests to adhere to this requirement will result in the forfeit of Patron's deposit.

14.The Patron agrees to respect the Amenity rules. Alcohol and Smoking are not allowed in the Clubhouse or Pavilion, including but not limited to, the pool area.

15.Tape, tacks or staples shall not be used on any of the walls or furniture for any reason, including hanging decorations.

16.The Patron agrees and understands that a minimum of seven (7) calendar days' cancellation notice, prior to rental, is required. If cancellation notice is given less than seven (7) calendar days prior to rental, half (50%) of the rental deposit will be forfeited and not refunded.

17.The use of the bounce houses, smoke machines, bubble machines, water balloons, candles, moon walks, etc. on common area property is strictly **prohibited**, unless sanctioned by the District for a District activity.

18.Under **no** circumstances is anyone, other than guests, District staff or Management/Sales Personnel allowed in the Clubhouse or Pavilion while you are renting the area. We encourage the use of the signs provided indicating Private Party, Clubhouse/Pavilion in Use.

19.Should a Patron experience a problem or have an issue at the Clubhouse/Pavilion during his/her rental, Homeowner is to immediately notify District Staff at 407-483-3217.

20.Clubhouse alarm will automatically arm 30 minutes after your scheduled rental end time for full day rentals. Please make sure you are out of the building before alarm is activated.

Rental Clean Up Punch List:

- Turn off all interior and exterior lights and fans.
- All furniture must be placed back in its original location.
- All counters and table tops must be wiped down.
- All floors must be swept and moped.
- All trash must be removed from premises.
- Secure all doors and make sure closed properly.

Rental Information of Patron

Patron Name: _____

Patron must be in attendance for entire function

Address: _____ Kissimmee, FL 34744

Telephone (H): _____ Cell: _____

E-mail: _____ Key Card Access #(s): _____

Date of Reservation: _____ Type of Function: _____

(note above #5 prohibited activities)

Rental Time: _____ to _____

_____ ½ Day from 10 am to 2 pm **or** 2pm to 6 pm

_____ Full Day from 10 am to 6 pm

*Times provided must include set-up and clean-up time. Your exact reservation times listed will then be placed on the Calendar once approved.

Estimated Number in Attendance: _____

*Maximum Occupancy of Rentable Clubhouse 50 Estimated Guests: _____

*Maximum Occupancy of Rentable Clubhouse 20 Estimated Guests: _____

Clubhouse Rental Cost: \$350.00 ½ day 10 am to 2 pm **or** 2 pm to 6 pm

\$450 Full Day from 10 am to 6 pm

Required Deposit: **\$350.00 - * Deposit check must be dated for day of event**

Pavilion Rental Cost: \$250- 4 hours

Required Deposit: **\$300.00 - * Deposit check must be dated for day of event**

Acknowledgement that you understand you are responsible for the behavior, supervision, liability and trash removal of your Guests, using the Clubhouse/Pavilion. _____ (Initial here)

Once you determine availability and complete this Form, write two (2) checks both payable to "Town of Kindred Community Development District": one (1) check for the rental fee for event; and one (1) check for the refundable deposit (Deposit check must be dated for the day of the event.)

Immediately send the completed Reservation and Release of Liability Form along with both checks to the following address: Town of Kindred Community Development District c/o Kindred HOA Management 1450 Diamond Loop Drive, Kissimmee, FL 34744. Reservations are tentatively approved on a first-come, first-serve basis, once all documentation and checks are received and approved. While there is not currently a maximum number of times a Patron can rent the Clubhouse or Pavilion, Management reserves the right to limit the number of rentals per Patron in any calendar year in to allow opportunities for others to rent the Clubhouse or Pavilion instead. Patron hereby acknowledges said rental limitations. Should it be determined after the event that the Patron used the common grounds, in violation of this agreement; failed to use Clubhouse or Pavilion for the purpose stated in his/her application; misrepresented number of attendees or length of time; or for any other application violations, Management reserves the right to withhold its return of the Patron's deposit, bar Patron from future rentals for a particular time period, or for other reasons as deemed appropriate. **I understand that I have applied and am pending the approval for the use of the Kindred Clubhouse for the above stated date and time(s); and that I am subject to the terms and conditions of this Private Usage of Clubhouse or Pavilion Rental Agreement and Release of Liability Form. I further acknowledge that I understand the Clubhouse facilities are monitored by a 24-hour Camera Monitoring System.**

I agree to indemnify and hold harmless the Town of Kindred Community Development, and their agents, supervisors, officers, directors, employees, and staff from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity, for liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, property damage of any nature arising out of or in connection with the use of the District Amenities. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla. Stat.

I have read, understand, and agree to abide by all policies and rules of the District governing the District Amenities. Failure to adhere to the District's policies and rules may result in the suspension or termination of any privileges to use the District Amenities. I also understand that I am financially responsible for any damages caused by me, my family members, and my guests. If requested, I will obtain an event insurance policy naming the Town of Kindred Community Development District, and their agents, supervisors, officers, directors, employees, and staff as additional insured.

Homeowner's Signature

Date of Application

Print Name

OFFICE USE ONLY - ACCESS MANAGEMENT

Date Received and Reviewed by District Staff: _____

Approved: _____ Denied: _____ Rental Amount Received: \$ _____

Half Day or Full? _____ Time: _____ to _____

Deposit Amount Received: \$350.00 (Clubhouse) \$300.00 (Pavilion)

Check Number For Deposit: _____ Check Number For Rental Fee: _____

Deposit Returned & Renter Notified via Email: _____

TAB 8



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland, Florida 32751
(321) 263-2700

Estimate: #12311

Customer Address
Rizzetta & Company
Gnanam Namasivayam
C/O Rizzetta & Company
8529 S Park Circle, Ste 330
Orlando, Florida 32819
gnamasivayam@rizzetta.com
(407) 472-2471

Billing Address
CDD Invoice
C/O Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Physical Job Address
Town of Kindred CDD
Red Canyon Drive
Kissimmee, FL 34744

Job
Kindred CDD Annual Flower
Quarterly Changeout

Estimated Job Start Date
June 16, 2021

Proposed By
Aaron Wilbanks

Due Date
June 14, 2021

<u>Estimate Details</u>				
Description of Services & Materials	Unit	Quantity	Rate	Amount
Annual Installation				
Annuals 4"	4"	1340	\$2.00	\$2,680.00
			Subtotal	\$2,061.25
			Job Total	\$2,061.25

Replace annual flower beds throughout the community with spring selection. Contract flower amount of 375 at contract price is deducted from total amount.

Proposed By:

Agreed & Accepted By:

Aaron Wilbanks
Down to Earth
Landscape & Irrigation

06/24/2021

Date

Aaron Wilbanks 6/24/21

Richard Hernandez 6/25/21
Rizzetta & Company Date

TAB 9



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland, Florida 32751
(321) 263-2700

Estimate: #13204

Customer Address
Rizzetta & Company
Gnanam Namasivayam
C/O Rizzetta & Company
8529 S Park Circle, Ste 330
Orlando, Florida 32819
gnamasivayam@rizzetta.com
(407) 472-2471

Billing Address
CDD Invoice
C/O Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Physical Job Address
Town of Kindred CDD
Red Canyon Drive
Kissimmee, FL 34744

<u>Job</u>	<u>Estimated Job Start Date</u>	<u>Proposed By</u>	<u>Due Date</u>
Kindred CDD 14901 Diamond Loop Irrigation repairs	July 3, 2021	Gary L Levine	

<u>Estimate Details</u>				
Description of Services & Materials	Unit	Quantity	Rate	Amount
Irrigation Repairs				
4150 :Single Station Decoder	Each	1	\$223.00	\$223.00
Solenoid	Each	1	\$41.00	\$41.00
DBYR Waterproof Connectors	Each	2	\$2.00	\$4.00
Irrigation Technician Labor	Hours	1	\$55.00	\$55.00
			Subtotal	\$323.00
			Job Total	\$323.00

Kindred CDD Irrigation Repairs

14901 Diamond Loop

Zone Fault for zone 13

7.3.21

Proposed By:

Agreed & Accepted By:

Gary L Levine
Down to Earth
Landscape & Irrigation

07/13/2021
Date

Rizzetta & Company

Date

We hereby propose to provide all labor, materials and equipment necessary to complete the following work as per plans and specifications, including the installation of the above, for all other Terms & Conditions please visit <https://dtelandscape.com/terms-and-conditions/>.



**Down to Earth
Landscape & Irrigation**
2701 Maitland Center Pkwy.
Suite 200
Maitland, Florida 32751
(321) 263-2700

Estimate: #13205

Customer Address
Rizzetta & Company
Gnanam Namasivayam
C/O Rizzetta & Company
8529 S Park Circle, Ste 330
Orlando, Florida 32819
gnamasivayam@rizzetta.com
(407) 472-2471

Billing Address
CDD Invoice
C/O Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Physical Job Address
Town of Kindred CDD
Red Canyon Drive
Kissimmee, FL 34744

Job
Kindred CDD 19851 Red
Canyon Irrigation Repairs

Estimated Job Start Date
July 3, 2021

Proposed By
Gary L Levine

Due Date

<u>Estimate Details</u>				
Description of Services & Materials	Unit	Quantity	Rate	Amount
Irrigation Repairs				
2 Station Decoder	Each	1	\$225.00	\$225.00
Solenoids	Each	2	\$41.00	\$82.00
DBYR Waterproof Connectors	Each	2	\$2.00	\$4.00
Irrigation Technician Labor	Hours	1.50	\$55.00	\$82.50
Subtotal				\$393.50
Job Total				\$393.50

Kind CDD Irrigation Repairs

19851 Red Canyon

Zone Faults for zone 6 and 7

7.3.21

Proposed By:

Agreed & Accepted By:

Gary L Levine
Down to Earth
Landscape & Irrigation

07/13/2021
Date

Rizzetta & Company

Date

We hereby propose to provide all labor, materials and equipment necessary to complete the following work as per plans and specifications, including the installation of the above, for all other Terms & Conditions please visit <https://dtelandscape.com/terms-and-conditions/>.