



Rizzetta & Company

Town of Kindred Community Development District

Board of Supervisors' Special Meeting November 30, 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 Dallas Austin 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	Kutak Rock, LLP. Kutak Rock, LLP.
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

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

November 24, 2021

Call-In Information
Number: 1-813-658-6070
Meeting ID: 221833

REVISED 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, November 30, 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 October 14, 2021..... Tab 1
 - B. Ratification of Operation and Maintenance Expenditures
October 2021..... Tab 2
- 4. BUSINESS ITEMS**
 - A. Consideration of Resolution 2022-01, Amended Fiscal Year
2020-2021 Budget Tab 3
 - B. Consideration of Resolution 2022-02, Adopting Amended and
Restates Prompt Payment Policies Tab 4**
 - C. Acceptance of Consent of Assignment - Rizzetta
Technology Services, LLC. Tab 5
 - D. Consideration of Landscape and Irrigation Agreement –
Down to Earth Tab 6
 - E. Consideration of Quad-Party Drainage Agreement with
Town of Kindred CDD, Town of Kindred CDD II, D.R.
Horton, Inc. and Osceola County Tab 7**
- 5. STAFF REPORTS**
 - A. District Counsel
 - i. 2021 Legislative Update Regarding District Wastewater
and Stormwater Needs Analysis Tab 8**
 - 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, Kutak Rock LLP.

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, October 14, 2021 at 10:30 a.m.** at the **Holiday Inn Orlando (SW Celebration Area)**, located at **5711 W. Irlo Bronson Memorial Highway, Kissimmee, FL 34746.**

Present and constituting a quorum:

John Valantasis	Board Supervisor, Chairman
Matthew Stolz	Board Supervisor, Assistant Secretary
Anthony Benitez	Board Supervisor, Assistant Secretary

Also present were:

Richard Hernandez	District Manager, Rizzetta & Company, Inc.
Nikea Scarbrough	District Manager, Rizzetta & Company, Inc.
Paul Almonte	Community & Lifestyle Manager, Artemis Lifestyles
Ashley Sorto	Community & Lifestyle Manager, Artemis Lifestyles
Felix Gonzalez	Artemis Lifestyles
Michelle Rigoni	District Counsel, Hopping Greens & Sams
Xabier Guerricagoitia	District Engineer, Boyd Civil Engineering, Inc.
Audience	None

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

**Consideration of the Minutes of the Board
of Supervisors' Meeting held on September
22, 2021**

Mr. Hernandez presented and reviewed the minutes of the special meeting held on September 22, 2021 with the Board.

On Motion by Ms. Austin, seconded by Mr. Benitez, with all in favor, the Board of Supervisors' approved the minutes of the Board of Supervisors' Special Meeting held on September 22, 2021, for the Town of Kindred Community Development District.

FOURTH ORDER OF BUSINESS

**Consideration of Operation and
Maintenance Expenditures September 2021**

Mr. Hernandez presented and reviewed the operation and maintenance expenditures for September 2021 with the Board.

On Motion by Mr. Benitez, seconded by Mr. Valantasis, with all in favor, the Board of Supervisors' ratified the Operation and Maintenance Expenditures for September 2021, in the amount of 17,221.74, for the Town of Kindred Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of Amenity Privileges
Suspension Hearing**

- 1. Summary of Incident – Related Documents**
- 2. Presentation of Pertinent Amenity Policies**
- 3. Presentation of Incident**
- 4. Amenity Staff Recommendation on Reinstatement or Further Suspension of Amenity Privileges Presentation by Suspender**
- 5. Board Discussion**
- 6. Final Decision of the Board**

Mr. Hernandez briefly described the occurrence of a check that the District's financial institution returned due to insufficient funds for a clubhouse rental check.

The tenant that submitted the bounced check has since moved the address with suspended amenity access. There is currently a new tenant residing at the property. Mr. Almonte notified the Board that he is attempting to obtain the previous tenant's information from the homeowner.

The Board agreed to restrict the current tenant's amenity access until the homeowner of the property responds.

On a motion by Mr. Valantasis, seconded by Ms. Austin, with all in favor, the Board of Supervisors authorized District Manager, Mr. Hernandez, to resend the suspension letter to the homeowner's mailing address, for the Town of Kindred Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Interlocal Agreement
between Town of Kindred Community
Development District and Town of Kindred
Community Development District II**

Ms. Rigoni reviewed and explain the current terms of the agreement.

Ms. Rigoni suggested to include the Town of Kindred CDD II Cost Share Agreement with the Artemis Lifestyles.

On a motion by Ms. Austin, seconded by Ms. Benitez, with all in favor, the Board of Supervisors approved the Interlocal Agreement between Town of Kindred Community Development District and Town of Kindred Community Development District in substantial form, for the Town of Kindred Community Development District.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel
No Report.

B. District Engineer
No Report.

C. District Manager
Mr. Hernandez informed the Board that the District qualifies for the Traffic Calming Program to address speeding, street and illegal parking within the community.

Mr. Hernandez implemented a new expense policy for the amenities within the community to prevent going over budget. In addition, he will also send monthly budget updates and targets.

Mr. Hernandez informed the Board that alley pothole has been repaired.

EIGHTH ORDER OF BUSINESS

**Supervisor Requests & Audience
Comments**

A resident addressed the Board regarding parking concerns within the community and trees planted by the pond are leaning.

Another resident addressed the Board regarding the pond fountain lights are not consistently staying on at the same time.

NINTH ORDER OF BUSINESS

Adjournment

On a motion by Mr. Valantasis, seconded by Mr. Benitez, 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 October 2021 For Board Approval

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

The total items being presented: **\$105,810.94**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Town of Kindred Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 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.	002207	P52210	HID Prox Cards 09/21	\$ 447.82
Aquatic Weed Control, Inc.	002219	13444	Monthly Maintenance on 6 Ponds 09/21	\$ 550.00
Artemis Lifestyle Services, Inc.	002208	13446	September 2021 Payroll	\$ 5,333.00
Boyd Civil Engineering, Inc	002209	03098	Engineering Services 08/21	\$ 200.00
Celebration PH Holdings, Ltd dba Holiday Inn SW	002221	BEO#: 7375	Meeting Room 11/11/21	\$ 92.25
Celebration PH Holdings, Ltd dba Holiday Inn SW	002226	BEO#: 7396	Meeting Room 10/14/21	\$ 92.25
Chem-Right Pool Service LLC	002210	1162	Monthly Pool and Fountain Cleaning Service 08/21	\$ 3,600.00
Chem-Right Pool Service LLC	002210	1170	Fountain #1 Surge Protector Install 08/21	\$ 3,925.00
Chem-Right Pool Service LLC	002210	1171	Fountain #3 Surge Protector Install 08/21	\$ 550.00
Chem-Right Pool Service LLC	002210	1176	Monthly Pool and Fountain Cleaning Service 09/21	\$ 3,600.00
Commercial Fitness Products, Inc.	002211	B008152	Fitness Center Preventaitve Maintenance 08/21	\$ 185.00
Dallos Services, Inc.	002212	3313	Clubhouse Maintenance 09/21	\$ 275.00
Dallos Services, Inc.	002212	3319	Clubhouse Maintenance 09/21	\$ 275.00

Town of Kindred Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Dallos Services, Inc.	002212	3352	Clubhouse Maintenance 09/21	\$ 275.00
Dallos Services, Inc.	002220	3359	Clubhouse Maintenance 09/21	\$ 275.00
Department of Economic Opportunity	002225	85335	Special District Fee FY 21/22	\$ 175.00
Down to Earth Opco LLC	002213	INV102576	Landscape Maintenance 08/21	\$ 18,852.00
Down to Earth Opco LLC	002213	INV105209	Landscape Maintenance 09/21	\$ 18,852.00
Egis Insurance Advisors LLC	002206	14761	General/POL Liability Insurance FY 21/22	\$ 2,774.20
Florida Department of Revenue	002224	Sales Tax 09/21	Sales Tax - 09/21	\$ 180.00
Fountain Design Group, Inc.	002215	24321A	Quarterly Cleaning 06/21	\$ 190.00
Fountain Design Group, Inc.	002215	24720A	Light Bulbs Replacement on Lake Fountain 08/21	\$ 200.00
Hidden Eyes LLC dba Envera Systems	002214	705457	Video Monitoring/Service & Maintenance 09/21	\$ 457.26
Hopping Green & Sams	002216	124105	Legal Services 06/21	\$ 2,318.00
Hopping Green & Sams	002216	124961	Legal Services 07/21	\$ 1,748.00
Hopping Green & Sams	002216	125072	Legal Services 08/21	\$ 2,240.75

Town of Kindred Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Imperial PFS Corporation	002227	GAA-B76766	Gen Liab/POL/Prop Insurance	\$ 2,323.56
Kissimmee Utility Authority	211031-2	payment 1 of 11 Electric Summary 08/21	FY21/22 Pymt 1 of 11 Electric Summary 08/21	\$ 12,267.66
Security And Investigation, Inc.	002217	303	Patroling Services 07/23/21- 08/05/21	\$ 1,039.50
Security And Investigation, Inc.	002217	304	Patroling Services 08/06/21- 08/19/21	\$ 1,039.50
Security And Investigation, Inc.	002217	305	Patroling Services 08/20/21- 09/02/21	\$ 1,155.00
Security And Investigation, Inc.	002217	306	Patroling Services 09/03/21- 09/16/21	\$ 1,006.50
Spectrum Business	101521	07499050109262 1	1450 Diamond Loop Dr - TV and Voice - 10/21	\$ 294.34
Strada Services, Inc	002222	647566	Pool Repairs 07/21	\$ 1,902.57
Strada Services, Inc	002222	647568	Pool Repairs 07/21	\$ 3,244.31
Strada Services, Inc	002222	647569	Pool Repairs 07/21	\$ 3,741.01
SunScape Landscape Management Services, Inc.	002218	9745	Landscape Services 08/21	\$ 1,375.00
SunScape Landscape Management Services, Inc.	002218	9814	Landscape Services 09/21	\$ 1,375.00
Toho Water Authority	002223	Water Summary I 09/21	Water Summary I 09/21	\$ 1,963.90

Town of Kindred Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2021 Through October 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	211031	Water Summary II	Water Summary II 08/21	\$ 5,211.22
Waste Connections of Florida	002228	08/21 1354233	Waste Disposal Services 10/21	<u>\$ 209.34</u>
Report Total				<u><u>\$ 105,810.94</u></u>

Access Control Technologies, Inc.**Invoice**

P. O. Box 550190
Orlando, FL 32855-0190

Phone: 407-422-8850
Fax: 407-649-8352

Date	Invoice #
9/14/2021	P52210

Bill To**Ship To**

Town of Kindred CDD
C/O Rizzetta & Company
3434 Colwell Ave Suite 200
Tampa, FL 33614

P.O. No.	Terms	Due Date	Rep	S/A Plan	Ship Date	Ship Via	Job Num...
Ashley Sorto	Net 30	10/14/2021	House		9/14/2021	UPS	TRANSM
Quantity	Description				Rate	Amount	
100	HID Prox Cards - ACT Stock final 100 of 200 FC: 21 SEQ: 33100-33199				4.25	425.00	
1	Shipping and Handling UPS 1Z3625790356235708 9/14/21				22.82	22.82	
<div>Date Rec'd Rizzetta & Co., Inc. 09/15/2021 D/M approval RH Date 9/20/21 Date entered 09/17/2021 Fund 001 GL 57200 OC 4504 Check #</div>							
We Appreciate Your Business					Subtotal		\$447.82
Payment in full is due in accordance with the terms stated. If not so paid, then Buyer is liable for Seller's attorney fees, discovery expenses, court costs, and interest from the date of the statement at 18% annual interest. Seller retains a security interest in the above goods.					Sales Tax (0.0%)		\$0.00
					Total		\$447.82
					Payments/Credits		\$0.00
					Balance Due		\$447.82

Payment in full is due in accordance with the terms stated. If not so paid, then Buyer is liable for Seller's attorney fees, discovery expenses, court costs, and interest from the date of the statement at 18% annual interest. Seller retains a security interest in the above goods.

Invoice

Date	Invoice #
9/29/2021	13444

Bill To
Town of Kindred CDD c/o Rizzetta & Company 3434 Caldwell Ave. Ste. 200 Tampa, FL 33614

P.O. No.	Terms	Project
	Net 15	

[illegible]

Artemis Lifestyle

1631 E Vine Street Suite 300
Kissimmee, FL 34744 US
lsiders@artemislifestyles.com

INVOICE

BILL TO

Town of Kindred CDD
c/o Rizzetta & Company
3434 Colwell Ave Suite 200
Tampa, FL 33614

INVOICE # 13446**DATE** 09/02/2021**DUE DATE** 09/02/2021**TERMS** Due on receipt

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Monthly Payroll	1	5,333.00	5,333.00

BALANCE DUE**\$5,333.00**Date Rec'd Rizzetta & Co., Inc. 09/01/2021D/M approval RH Date 9/8/21Date entered 09/03/2021Fund 001 GL 57200 OC 3305Check #



BOYD CIVIL ENGINEERING, INC.

6816 Hanging Moss Road
Orlando, Florida 32807, United States
Tel: 407-494-2693
Barbie@boydcivil.com
<https://boydcivil.com>

Town of Kindred CDD 1 c/o Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

INVOICE

INVOICE DATE: 9/2/2021

INVOICE NO: 03098

BILLING THROUGH: 8/29/2021

1007.013 – Professional Services

Managed By: Xabier Guerricagoitia, P.E.

PROFESSIONAL SERVICES

DATE	EMPLOYEE	DESCRIPTION	HOURS	RATE	AMOUNT
8/10/2021	Xabier Guerricagoitia, P.E.	Attend CDD Meeting	1.00	\$200.000	\$200.00
TOTAL SERVICES			1.00		\$200.00

SUBTOTAL \$200.00

AMOUNT DUE THIS INVOICE \$200.00

This invoice is due on 10/2/2021

RETAINER SUMMARY

RECEIVED	APPLIED	BALANCE
\$0.00	\$0.00	\$0.00

Date Rec'd Rizzetta & Co., Inc. 09/03/2021

D/M approval RH Date 9/13/21

Date entered 09/10/2021

Fund 001 GL 51300 OC 3103

Check #



Holiday Inn Orlando SW Celebration
 5711 W Irlo Bronson Memorial Hwy, Kissimmee, FL 34746
 Phone: (407) 396-4222 Fax: 407-396-8634

BEO#: 7375
 PAGE 1 of 1
 Date Printed: 09/21/2021

Estimate of Charges

Account:	MCOIB-Meetings Only 2020	Event Date	Thursday, November 11, 2021		
Post As:	Town of Kindred CDD	Contact:	Richard Hernandez		
Address:	3434 Colwell Ave Suite 200 Tampa, FL 33614	Phone:	(407) 472-2471		
		E-mail:	rhernandez@rizzetta.com		
		On-Site Contact:			
Master Account #:		Hotel Contact:	Dena Bullard		
Payment Method:		Booked By:	Dena Bullard		
Date	Time	Event	Room	AGR	GTD
Thu, Nov 11	10:30 AM - 1:30 PM	Meeting	Festive (real)	15	
Function Room Rental					
Quantity	Item		Amount		Total
1	Festive (real)		\$75.00		\$75.00
			Subtotal:		\$75.00
			Service Fee:		\$17.25
			Sales Tax 7.50%:		\$0.00
			Function Room Rental Subtotal:		\$92.25
			Check Subtotal		\$75.00
			Total Service Fees		\$17.25
			Total Taxes		\$0.00
			Check Grand Total		\$92.25
			Deposit Paid		\$0.00
			Balance Due		\$92.25

Date Rec'd Rizzetta & Co., Inc. 09/22/2021
 D/M approval RH Date 9/24/21
 Date entered 09/24/2021
 Fund 001 GL 57900 OC 4799
 Check #

Client Authorized Signature

Date

Date Printed: 09/21/2021



Holiday Inn Orlando SW Celebration
 5711 W Irlo Bronson Memorial Hwy, Kissimmee, FL 34746
 Phone: (407) 396-4222 Fax: 407-396-8634

BEO#: 7396
 PAGE 1 of 1
 Date Printed: 10/14/2021

Banquet Check

Account: Post As: Address:	MCOIB-Meetings Only 2020 Town of Kindred 3434 Colwell Ave Suite 200 Tampa, FL 33614	Event Date	Thursday, October 14, 2021		
		Contact:	Richard Hernandez		
		Phone:	(407) 472-2471		
		E-mail: On-Site Contact:	rhernandez@rizzetta.com		
Master Account #:		Hotel Contact:	Dena Bullard		
Payment Method:		Booked By:	Dena Bullard		
Date	Time	Event	Room	AGR	GTD
Thu, Oct 14	10:30 AM - 1:30 PM	Meeting	Festive (real)	15	
Function Room Rental					
Quantity	Item		Amount		Total
1	Festive (real)		\$150.00		\$75.00
			Subtotal:		\$75.00
			Service Fee:		\$17.25
			Sales Tax 7.50%:		\$0.00
			Function Room Rental Subtotal:		\$92.25
				Check Subtotal	\$75.00
				Total Service Fees	\$17.25
				Total Taxes	\$0.00
				Check Grand Total	\$92.25
				Deposit Paid	\$0.00
				Balance Due	\$92.25

Date Rec'd Rizzetta & Co., Inc. 10/14/2021

D/M approval RH Date 10/19/21

Date entered 10/15/2021

Fund 001 GL 57900 OC 4799

Check #

Client Authorized Signature

Date

Date Printed: 10/14/2021

Chem-Right Pool Service LLC

581 N. Park Ave #22

Apopka, FL 32704 US

(352)460.6654

chemrightoffice@gmail.com

INVOICE

BILL TO

C/O Rizzetta & Co., Inc.

3434 Colewell Ave Suite 200

Tampa, FL 33614

INVOICE # 1162**DATE** 08/01/2021**DUE DATE** 08/01/2021**TERMS** Due on receipt

DESCRIPTION	QTY	RATE	AMOUNT
Clubhouse Pool: Monthly Service	1	2,400.00	2,400.00
Entry Fountains: Monthly Service	1	1,200.00	1,200.00

Thank you for your Business!

BALANCE DUE**\$3,600.00**Date Rec'd Rizzetta & Co., Inc. 08/04/2021D/M approval RA Date 8/6/21Date entered 08/06/2021Fund 001 GL 57200 OC 4506Check #

Chem-Right Pool Service LLC

581 N. Park Ave #22
Apopka, FL 32704 US
(352)460.6654
chemrightoffice@gmail.com

INVOICE

BILL TO

Town of Kindred CDD

3434 Colwell Ave

Suite 200

Tampa, FL 33614

INVOICE 1170

DATE 08/29/2021

TERMS Due on receipt

DUE DATE 08/29/2021

DESCRIPTION	QTY	RATE	AMOUNT
Fountain #1 - Remove and replace 1Phase 7 HP Feature Motor including new shaft seal and o ring.	1	3,375.00	3,375.00
Install Surge Protector for 7.5 HP Motor	1	750.00	750.00
Credit for installing surge protector during motor replacement	1	-200.00	-200.00

BALANCE DUE

\$3,925.00

Date Rec'd Rizzetta & Co., Inc. 08/30/2021

D/M approval *RH* Date 9/8/21

Date entered 09/03/2021

Fund 001 GL 53800 OC 4601

Check #

Chem-Right Pool Service LLC

581 N. Park Ave #22
Apopka, FL 32704 US
(352)460.6654
chemrightoffice@gmail.com

INVOICE

BILL TO
Town of Kindred CDD
3434 Colwell Ave
Suite 200
Tampa, FL 33614

INVOICE 1171
DATE 08/29/2021
TERMS Due on receipt
DUE DATE 08/29/2021

DESCRIPTION	QTY	RATE	AMOUNT
Install Surge Protector for 5 HP Motor on Fountain #3.	1	750.00	750.00
CREDIT: On Installation of surge protector due to motor being replaced at same time	1	-200.00	-200.00

BALANCE DUE \$550.00

Date Rec'd Rizzetta & Co., Inc. 08/30/2021
D/M approval RY Date 9/8/21
Date entered 09/03/2021
Fund 001 GL 53800 OC 4601
Check #

Chem-Right Pool Service LLC

581 N. Park Ave #22
Apopka, FL 32704 US
(352)460.6654
chemrightoffice@gmail.com

INVOICE

BILL TO

Town of Kindred CDD
C/O Rizzetta & Co., Inc.
3434 Colewell Ave Suite 200
Tampa, FL 33614

INVOICE # 1176**DATE** 09/01/2021**DUE DATE** 09/01/2021**TERMS** Due on receipt

DESCRIPTION	QTY	RATE	AMOUNT
Clubhouse Pool: Monthly Service	1	2,400.00	2,400.00
Entry Fountains: Monthly Service	1	1,200.00	1,200.00

Thank you for your Business!

BALANCE DUE**\$3,600.00**Date Rec'd Rizzetta & Co., Inc. 09/17/2021D/M approval RH Date 9/24/21Date entered 09/24/2021Fund 001 GL 57200 OC 4506Check #

CommercialFitnessProducts

Invoice

5034 N Hiatus Road 954-747-5128 Phone
Sunrise, FL 33351 954-747-5131 Fax

Date	Invoice #
8/13/2021	B008152

Sold To	Ship To
---------	---------

Town of Kindred CDD
C/O Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Town of Kindred CDD
Attn: Fitness Center
1450 Diamond Loop Drive
Orlando, FL 34744

Rep	Account #	Sales Order No.	Ship Date	Purchase Order #	Terms	Due Date
JF	KIN003	PM Plan	8/13/2021	PM Plan	Net 30	9/12/2021
Qty	Item Code	Description			Price Each	Amount
1	Preventative Maintenance	Preventative Maintenance Visit - August Inspect for safety, thoroughly clean on interior as well as exterior, lubricate and adjust in accordance to manufacturers' specifications.			185.00	185.00
Date Rec'd Rizzetta & Co., Inc. 08/30/2021 D/M approval <u>RY</u> Date 9/8/21 Date entered 09/03/2021 Fund 001 GL 57200 OC 4508 Check #						

Any questions or concerns please contact
Christina@commfitnessproducts.com

Total	\$185.00
Payments/Credits	\$0.00
Balance Due	\$185.00

www.commfitnessproducts.com

Dallos Services Inc.

P.O. Box 423164
Kissimmee, FL 34742
(407) 486-8034
dallos.services@gmail.com



INVOICE

BILL TO

Town Of Kindred Cdd
C/O Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, Florida 33614

INVOICE # 3313**DATE** 09/06/2021**DUE DATE** 09/06/2021**TERMS** Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/06/2021	Cleaning:KINDRED Janitorial Janitorial services	20	13.75	275.00

Work performed week 08/30/21 to 09/05/21

BALANCE DUE

\$275.00

Date Rec'd Rizzetta & Co., Inc. 09/07/2021

D/M approval RA Date 9/13/21

Date entered 09/10/2021

Fund 001 GL 57200 OC 4706

Check #

Dallos Services Inc.

P.O. Box 423164
Kissimmee, FL 34742
(407) 486-8034
dallos.services@gmail.com



INVOICE

BILL TO

Town Of Kindred Cdd
C/O Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, Florida 33614

INVOICE # 3319**DATE** 09/13/2021**DUE DATE** 09/13/2021**TERMS** Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Cleaning:KINDRED Janitorial Janitorial services	20	13.75	275.00

Work performed week 09/05/21 to 09/12/21

BALANCE DUE

\$275.00

Date Rec'd Rizzetta & Co., Inc. 09/14/2021

D/M approval RY Date 9/20/21

Date entered 09/17/2021

Fund 001 GL 57200 OC 4706

Check #

Dallos Services Inc.

P.O. Box 423164
Kissimmee, FL 34742
(407) 486-8034
dallos.services@gmail.com



INVOICE

BILL TO

Town Of Kindred Cdd
C/O Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, Florida 33614

INVOICE # 3352**DATE** 09/20/2021**DUE DATE** 09/20/2021**TERMS** Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Cleaning:KINDRED Janitorial Janitorial services	20	13.75	275.00

Work performed week 09/13/21 to 09/19/21

BALANCE DUE**\$275.00**Date Rec'd Rizzetta & Co., Inc. 09/21/2021D/M approval RH Date 9/24/21Date entered 09/24/2021Fund 001 GL 57200 OC 4706Check #

Dallos Services Inc.

P.O. Box 423164
Kissimmee, FL 34742
(407) 486-8034
dallos.services@gmail.com



INVOICE

BILL TO

Town Of Kindred Cdd
C/O Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, Florida 33614

INVOICE # 3359**DATE** 09/27/2021**DUE DATE** 09/27/2021**TERMS** Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Cleaning:KINDRED Janitorial Janitorial services	20	13.75	275.00

Work performed week 09/20/21 to 09/26/21

BALANCE DUE

\$275.00Date Rec'd Rizzetta & Co., Inc. 09/28/2021D/M approval RA Date 10/4/21Date entered 10/01/2021Fund 001 GL 57200 OC 4706Check #

Florida Department of Economic Opportunity, Special District Accountability Program
FY 2021/2022 Special District Fee Invoice and Update Form
 Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 85335			Date Invoiced: 10/01/2021
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/02/2021: \$175.00

STEP 1: Review the following information, make changes directly on the form, and sign and date:

1. Special District's Name, Registered Agent's Name, and Registered Office Address:



Town of Kindred Community Development District

Ms. Sarah R. Sandy
 Hopping Green and Sams, P.A.
 119 South Monroe Street, Suite 300
 Tallahassee, FL 32301

Date Rec'd Rizzetta & Co., Inc. 10/08/2021
 D/M approval RH Date 10/11/21
 Date entered 10/08/2021
 Fund 001 GL 51300 OC 4902
 Check # _____

2. Telephone: (850) 222-7500
 3. Fax: (850) 224-8551
 4. Email: SarahS@hgslaw.com
 5. Status: Independent
 6. Governing Body: Elected
 7. Website Address: townofkindredcdd.org
 8. County(ies): Osceola
 9. Function(s): Community Development
 10. Boundary Map on File: 02/10/2016
 11. Creation Document on File: 02/10/2016
 12. Date Established: 01/06/2016
 13. Creation Method: Local Ordinance
 14. Local Governing Authority: Osceola County
 15. Creation Document(s): County Ordinance 2016-07
 16. Statutory Authority: Chapter 190, Florida Statutes
 17. Authority to Issue Bonds: Yes
 18. Revenue Source(s): Assessments
 19. Most Recent Update: 09/22/2021

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature: _____ Date 10/8/2021

STEP 2: Pay the annual fee or certify eligibility for the zero fee:

a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable to the Department of Economic Opportunity.

b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.

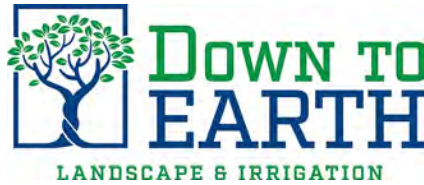
1. _____ This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
2. _____ This special district is in compliance with the reporting requirements of the Department of Financial Services.
3. _____ This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2019/2020 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

Department Use Only: Approved: _____ Denied: _____ Reason: _____

STEP 3: Make a copy of this form for your records.

STEP 4: Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

Down to Earth
Landscape & Irrigation
2701 Maitland Center Pkwy.
Suite 200
Maitland FL 32751
(321) 263-2700 Ext 3333



August 2021
INV102576

Customer

Town of Kindred CDD
C/O Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa FL 33614
cddinvoice@rizzetta.com
(407) 472-2471

Project/Job	Invoice Date	Due Date	Terms	PO #
Kindred-Lawncare Recurring	8/1/2021	8/31/2021	Net 30	

Item	Qty	Rate	Amount
Lawncare Recurring Monthly Maintenance	1	\$18,852.00	\$18,852.00

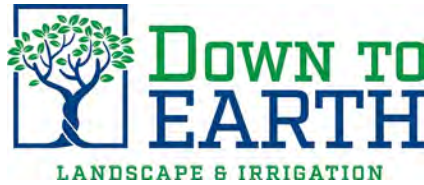
Subtotal	\$18,852.00
Payments/Credits	\$0.00
Balance Due	\$18,852.00

Payment terms are net 30 days, with late payments subject to a 18% per annum interest rate applied daily on the overdue balance. A processing fee of 2.75% will be added to all credit card payments.



Date Rec'd Rizzetta & Co., Inc. 09/13/2021
D/M approval RA Date 9/20/21
Date entered 09/17/2021
Fund 001 GL 53900 OC 4604
Check #

Down to Earth
Landscape & Irrigation
2701 Maitland Center Pkwy.
Suite 200
Maitland FL 32751
(321) 263-2700 Ext 3333



September 2021
INV105209

Customer

Town of Kindred CDD
C/O Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa FL 33614
cddinvoice@rizzetta.com
(407) 472-2471

Project/Job	Invoice Date	Due Date	Terms	PO #
Kindred-Lawn care Recurring	9/1/2021	10/1/2021	Net 30	

Item	Qty	Rate	Amount
Lawncare Recurring Monthly Maintenance	1	\$18,852.00	\$18,852.00

Subtotal	\$18,852.00
Payments/Credits	\$0.00
Balance Due	\$18,852.00

Payment terms are net 30 days, with late payments subject to a 18% per annum interest rate applied daily on the overdue balance. A processing fee of 2.75% will be added to all credit card payments.

Date Rec'd Rizzetta & Co., Inc. 09/03/2021
D/M approval RA Date 9/8/21
Date entered 09/03/2021
Fund 001 GL 53900 OC 4604
Check # _____





INVOICE

Customer	Town of Kindred Community Development District
Acct #	645
Date	09/28/2021
Customer Service	Kristina Rudez
Page	1 of 1

Town of Kindred Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614

Payment Information	
Invoice Summary	\$ 2,774.20
Payment Amount	
Payment for:	Invoice#14761
100121285	

Thank You

Please detach and return with payment



Customer: Town of Kindred Community Development District

Invoice	Effective	Transaction	Description	Amount
14761	10/01/2021	Renew policy	Policy #100121285 10/01/2021-10/01/2022 Florida Insurance Alliance Package - Renew policy PF - FC pays Company - Renew policy Due Date: 9/28/2021 Date Rec'd Rizzetta & Co., Inc. 09/28/2021 D/M approval <u>RA</u> Date 9/28/21 Date entered 09/28/2021 Fund 001 GL 15500 OC Check #	27,742.00 -24,967.80

Total

\$ 2,774.20

Thank You

FOR PAYMENTS SENT OVERNIGHT:
Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453

Remit Payment To: Egis Insurance Advisors, LLC

(321)233-9939

Date

Lockbox 234021 PO Box 84021
Chicago, IL 60689-4002

sclimer@egisadvisors.com

09/28/2021

Certificate #: 58-8017611456-4 SALES AND USE TAX RETURN

Florida

1. Gross Sales

2. Exempt Sales

HD/PM Date: / /

DR-15 R. 01/20
4. Tax Due

- A. Sales/Services/Electricity
B. Taxable Purchases
C. Commercial Rentals
D. Transient Rentals
E. Food & Beverage Vending

	Include use tax on Internet/out-of-state untaxed purchases		
2400.00		2400.00	180.00

Surtax Rate: .0050

Reporting Period:
SEP 2021

TOWN OF KINDRED COMMUNITY DEVELOPMENT
8529 SOUTHPARK CIR STE 330
ORLANDO FL 32819-9064

FLORIDA DEPARTMENT OF REVENUE
5050 W TENNESSEE ST
TALLAHASSEE FL 32399-0120

5. Total Amount of Tax Due
6. Less Lawful Deductions
7. Net Tax Due
8. Less Est Tax Pd / DOR Cr Memo
9. Plus Est Tax Due Current Month
10. Amount Due
11. Less Collection Allowance
12. Plus Penalty
13. Plus Interest
14. Amount Due with Return

180.00
180.00
E-file/E-pay Only
180.00

Due: OCT 01 2021
Late After: OCT 20 2021

0500 0 20210930 0001003031 0 4000001761 1456 9

Under penalties of perjury, I declare that I have read this return and the facts stated in it are true.

Signature of Taxpayer

() Telephone Number

Date

Signature of Preparer

() Telephone Number

10/13/21
Date

Discretionary Sales Surtax (Lines 15(a) through 15(d))

15(a). Exempt Amount of Items Over \$5,000 (included in Column 3)	15(a).	
15(b). Other Taxable Amounts NOT Subject to Surtax (included in Column 3)	15(b).	
15(c). Amounts Subject to Surtax at a Rate Different Than Your County Surtax Rate (included in Column 3)	15(c).	
15(d). Total Amount of Discretionary Sales Surtax Due (included in Column 4)	15(d).	2.70
16. Hope Scholarship Credits (included in Line 6)	16.	
17. Taxable Sales/Untaxed Purchases or Uses of Electricity (included in Line A)	17.	
18. Taxable Sales/Untaxed Purchases of Dyed Diesel Fuel (included in Line A)	18.	
19. Taxable Sales from Amusement Machines (included in Line A)	19.	
20. Rural or Urban High Crime Area Job Tax Credits	20.	
21. Other Authorized Credits	21.	

Date Rec'd Rizzetta & Co., Inc. 10/13/2021

D/M approval RH Date 10/13/21

Date entered 10/13/2021

Fund 001 GL 21900 OC

FOUNTAIN DESIGN GROUP, INC.
BOCA RATON, FL 33487
561-994-3939
7628 NW 6TH AVENUE

Invoice

Date	Invoice #
6/24/2021	24321A

Bill To
TOWN OF KINDRED CDD c/o RIZZETTA & COMPANY 3434 COLWELL AVENUE, STE. 200 TAMPA, FL. 33614

Ship To
TOWN OF KINDRED PIONEER CREST DRIVE KISSIMMEE, FL 34744

P.O. No.	Terms	Rep	Ship Date	Ship Via	FOB	Project
	Due on receipt	SC	6/24/2021		RM	
Qty	Description				Rate	Amount
	QUARTERLY CLEANING OF SEVEN LAKE FOUNTAINS				190.00	190.00
	SALES TAX 6.5%				6.50%	0.00
<div>Date Rec'd Rizzetta & Co., Inc. 08/30/2021</div> <div>D/M approval <u> RH </u> Date 9/8/21</div> <div>Date entered 09/03/2021</div> <div>Fund 001 GL 53800 OC 4601</div> <div>Check #</div>						
					Total	\$190.00

FOUNTAIN DESIGN GROUP, INC.
BOCA RATON, FL 33487
561-994-3939
7628 NW 6TH AVENUE

Invoice

Date	Invoice #
8/11/2021	24720A

Bill To
TOWN OF KINDRED CDD c/o RIZZETTA & COMPANY 3434 COLWELL AVENUE, STE 200 TAMPA, FL. 33614

Ship To
KINDRED HOA PARTIN TERRACE ROAD KISSIMMEE, FL 34744

P.O. No.	Terms	Rep	Ship Date	Ship Via	FOB	Project
	Due on receipt	RP	8/11/2021		RM	
Qty	Description				Rate	Amount
1	500 WATT 120V QUARTZ LIGHT BULBS				75.00	75.00
	TECHNICIAN REPLACED A BAD LIGHT BULBS ON THE				125.00	125.00
	LAKE FOUNTAIN BEHIND 1826 VETERANS DRIVE					
	SALES TAX				7.00%	0.00
<div>Date Rec'd Rizzetta & Co., Inc. 08/20/2021</div> <div>D/M approval <u>RA</u> Date 9/2/21</div> <div>Date entered 08/27/2021</div> <div>Fund 001 GL 53800 OC 4601</div> <div>Check #</div>						
					Total	\$200.00

Envera

8281 Blaikie Court
Sarasota, FL 34240
(941) 556-0743

Invoice

Invoice Number
705457

Date
08/01/2021

Customer Number
400435

Due Date
09/01/2021

Page: 1

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
The Town of Kindred CDD	400435		08/01/2021	09/01/2021

Quantity	Description	Months	Rate	Amount
2130 - CCTV - The Town of Kindred CDD - Amenity, 1450 Diamond Loop Dr, Kissimmee, FL				
1.00	Active Video Monitoring 09/01/2021 - 09/30/2021	1.00	\$275.00	\$275.00
1.00	Service & Maintenance 09/01/2021 - 09/30/2021	1.00	\$182.26	\$182.26
Subtotal:				\$457.26
Tax				\$0.00
Payments/Credits Applied				\$0.00
Invoice Balance Due:				\$457.26
Date Rec'd Rizzetta & Co., Inc. 08/04/2021				
D/M approval <u>RH</u> Date 8/6/21				
Date entered 08/06/2021				
Fund 001 GL 52000 OC 4402				
Check #				

Date	Invoice #	Description	Amount	Balance Due
8/1/2021	705457	Alarm Monitoring Services	\$457.26	\$457.26

Envera

8281 Blaikie Court
Sarasota, FL 34240
(941) 556-0743

Invoice

Invoice Number
705457

Date
08/01/2021

Customer Number
400435

Due Date
09/01/2021

Net Due: \$457.26

Amount Enclosed: _____

The Town of Kindred CDD
c/o Rizzetta & Co
3434 Colwell Ave., Ste 200
Tampa, FL 33614

REMIT TO:

Envera
PO Box 2086
Hicksville, NY 11802

Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

July 13, 2021

Town of Kindred CDD
Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Bill Number 124105
Billed through 06/30/2021

General Counsel
KINCDD 00001 SRS

FOR PROFESSIONAL SERVICES RENDERED

06/01/21	MKR	Confer with staff regarding agenda items.	0.10 hrs
06/02/21	TFM	Review FY 21 Budget and confer regarding same.	0.20 hrs
06/02/21	MKR	Review proposed budget and prepare budget approval resolution; confer with staff regarding outstanding agenda items.	1.00 hrs
06/03/21	TFM	Confer regarding assessment notices.	0.20 hrs
06/04/21	TFM	Prepare for Board meeting.	0.30 hrs
06/04/21	MKR	Prepare for board meeting; confer with Moreno regarding existing maintenance agreements for landscape and fountains and review same.	1.20 hrs
06/07/21	TFM	Prepare for Board meeting.	0.70 hrs
06/07/21	MKR	Confer with Mackie regarding outstanding issues for board meeting.	0.20 hrs
06/08/21	TFM	Prepare for and attend Board meeting by phone; follow-up from meeting.	0.70 hrs
06/08/21	MKR	Confer with Blandon and Hernandez regarding meeting; perform meeting follow-up.	1.00 hrs
06/09/21	DGW	Prepare new supervisor guide.	1.50 hrs
06/10/21	TFM	Confer with Rigoni, Wilbourn and Hardwick.	0.10 hrs
06/10/21	MKR	Confer regarding budget noticing timeline.	0.10 hrs
06/10/21	DGW	Confirm publication dates for budget hearing.	0.20 hrs
06/17/21	MKR	Prepare mailed and published notices for FY 2022 budget and O&M assessment hearings.	0.60 hrs
06/18/21	MKR	Confer with Moreno and Hernandez regarding budget and assessment notices.	0.10 hrs
06/22/21	MKR	Confer with Moreno and Guerricagoitia regarding publishing maps.	0.10 hrs

=====

06/23/21	MKR	Review electric repair services account forms for Strada Services and provide comments; prepare short form addendum to same.	1.00 hrs
06/30/21	MKR	Review new laws going into effect starting July 1, 2021 from legislative session.	0.10 hrs
Total fees for this matter			\$2,318.00

MATTER SUMMARY

Wilbourn, David - Paralegal	1.70 hrs	160 /hr	\$272.00
Rigoni, Michelle K.	5.50 hrs	250 /hr	\$1,375.00
Mackie, A.Tucker Frazee	2.20 hrs	305 /hr	\$671.00

TOTAL FEES \$2,318.00

TOTAL CHARGES FOR THIS MATTER \$2,318.00

BILLING SUMMARY

Wilbourn, David - Paralegal	1.70 hrs	160 /hr	\$272.00
Rigoni, Michelle K.	5.50 hrs	250 /hr	\$1,375.00
Mackie, A.Tucker Frazee	2.20 hrs	305 /hr	\$671.00

TOTAL FEES \$2,318.00

TOTAL CHARGES FOR THIS BILL \$2,318.00

Please include the bill number with your payment.

Date Rec'd Rizzetta & Co., Inc. 08/02/2021

D/M approval RH Date 8/6/21

Date entered 08/06/2021

Fund 001 GL 51400 OC 3107

Check #

Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

August 13, 2021

Town of Kindred CDD
Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Bill Number 124961
Billed through 07/31/2021

General Counsel
KINCDD 00001 SRS

FOR PROFESSIONAL SERVICES RENDERED

07/08/21	TFM	Review correspondence regarding amenity incident.	0.20 hrs
07/09/21	MKR	Review incident report and supporting documents from Hernandez; prepare affidavit of mailing for budget and O&M assessment hearing.	0.40 hrs
07/14/21	MKR	Follow-up with Hernandez regarding temporary suspension of resident; research outstanding items; prepare transition memorandum.	1.10 hrs
07/15/21	SRS	Confer regarding status of amenity incident.	0.20 hrs
07/15/21	MKR	Confer with Sandy and Mackie regarding status of various District business.	0.50 hrs
07/20/21	SRS	Review landscape RFP; confer with Hernandez regarding same.	0.30 hrs
07/20/21	DGW	Review and revise landscape RFP.	0.70 hrs
07/21/21	DGW	Draft landscape maintenance agreement.	0.80 hrs
07/22/21	MKR	Review maintenance contract proposal from Dallos and confer with Sandy.	0.30 hrs
07/22/21	DGW	Prepare landscape maintenance agreement.	1.10 hrs
07/23/21	SRS	Confer with Hernandez regarding District status.	0.60 hrs
07/26/21	SRS	Review FY 2021 budget status.	0.40 hrs
07/27/21	SRS	Attend conference call regarding budget funding.	0.50 hrs
07/28/21	MKR	Review tentative agenda and provide comments.	0.10 hrs
07/30/21	SRS	Confer regarding FY 2020 budget funding.	0.20 hrs

Total fees for this matter

\$1,748.00

MATTER SUMMARY

Wilbourn, David - Paralegal	2.60 hrs	160 /hr	\$416.00
Rigoni, Michelle K.	2.40 hrs	250 /hr	\$600.00
Sandy, Sarah R.	2.20 hrs	305 /hr	\$671.00
Mackie, A.Tucker Frazee	0.20 hrs	305 /hr	\$61.00

TOTAL FEES \$1,748.00

TOTAL CHARGES FOR THIS MATTER \$1,748.00

BILLING SUMMARY

Wilbourn, David - Paralegal	2.60 hrs	160 /hr	\$416.00
Rigoni, Michelle K.	2.40 hrs	250 /hr	\$600.00
Sandy, Sarah R.	2.20 hrs	305 /hr	\$671.00
Mackie, A.Tucker Frazee	0.20 hrs	305 /hr	\$61.00

TOTAL FEES \$1,748.00

TOTAL CHARGES FOR THIS BILL \$1,748.00

Please include the bill number with your payment.

Date Rec'd Rizzetta & Co., Inc. 09/10/2021

D/M approval RH Date 9/13/21

Date entered 09/10/2021

Fund 001 GL 51400 OC 3107

Check #

Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

September 14, 2021

Town of Kindred CDD
Rizzetta & Company
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Bill Number 125072
Billed through 08/31/2021

General Counsel
KINCDD 00001 SRS

FOR PROFESSIONAL SERVICES RENDERED

08/03/21	MKR	Confer with staff regarding agenda items; review proposed agenda and prepare agenda items.	0.80 hrs
08/03/21	DGW	Prepare resolution changing registered agent.	0.40 hrs
08/06/21	MKR	Follow-up with Hernandez regarding affidavit of mailed notice for budget and assessment hearing.	0.10 hrs
08/09/21	SRS	Prepare for Board meeting; confer with Hernandez.	0.70 hrs
08/09/21	MKR	Confer with Sandy regarding Board meeting.	1.20 hrs
08/10/21	SRS	Travel to and attend Board meeting; conduct follow-up regarding same; return travel.	3.10 hrs
08/11/21	SRS	Confer with Hernandez regarding insurance.	0.10 hrs
08/11/21	MKR	Perform meeting follow-up; confer with Hernandez regarding proposal for additional maintenance personnel.	0.40 hrs
08/12/21	SRS	Prepare landscape RFP.	0.30 hrs
08/16/21	SRS	Confer with Hernandez regarding landscape maintenance RFP.	0.20 hrs
08/18/21	MKR	Follow-up with Hernandez regarding registered agent.	0.10 hrs
08/23/21	SRS	Confer with Hernandez regarding landscape RFP and FY 2022 budget.	0.50 hrs
08/26/21	SRS	Confer with Hernandez regarding U.S. Census.	0.10 hrs
Total fees for this matter			\$2,152.00

DISBURSEMENTS

Travel	66.64
Travel - Meals	13.66
Conference Calls	8.45

=====

Total disbursements for this matter	\$88.75
-------------------------------------	---------

MATTER SUMMARY

Wilbourn, David - Paralegal	0.40 hrs	160 /hr	\$64.00
Rigoni, Michelle K.	2.60 hrs	255 /hr	\$663.00
Sandy, Sarah R.	5.00 hrs	285 /hr	\$1,425.00

TOTAL FEES	\$2,152.00
TOTAL DISBURSEMENTS	\$88.75

TOTAL CHARGES FOR THIS MATTER	\$2,240.75
--------------------------------------	-------------------

BILLING SUMMARY

Wilbourn, David - Paralegal	0.40 hrs	160 /hr	\$64.00
Rigoni, Michelle K.	2.60 hrs	255 /hr	\$663.00
Sandy, Sarah R.	5.00 hrs	285 /hr	\$1,425.00

TOTAL FEES	\$2,152.00
TOTAL DISBURSEMENTS	\$88.75

TOTAL CHARGES FOR THIS BILL	\$2,240.75
------------------------------------	-------------------

Please include the bill number with your payment.

Date Rec'd Rizzetta & Co., Inc. 09/20/2021
D/M approval RH Date 9/24/21
Date entered 09/24/2021
Fund 001 GL 51400 OC 3107
Check #

IPFS CORPORATION
(IPFS)
P.O. BOX 412086
KANSAS CITY, MO 64141-2086
PHONE: (800)584-9969 - FAX: (770)225-2866
ipfs.com

NOTICE OF PAYMENT DUE		
DATE MAILED	ACCOUNT NUMBER	DUE DATE
10/12/21	GAA-B76766	11/01/21

FOR ANY QUESTIONS, PLEASE CALL: (800)584-9969

Date Rec'd Rizzetta & Co., Inc. 10/13/2021
D/M approval RA Date 10/19/21
Date entered 10/15/2021
Fund 001 GL 51300 OC 4501 \$234.27
Check # 53900 4502 \$2,089.29

TOWN OF KINDRED COMMUNITY DEVELOPME
DISTRICT C/O RIZZETTA & COMPANY
3434 COLWELL AVE SUITE 200
TAMPA, FL 33614

IMPORTANT

To protect your account please make sure that your payment is made on or before the payment due date shown.

MAKE CHECK OR MONEY ORDER PAYABLE to IPFS CORPORATION and return the payment and this notice to the address shown on coupon.

Go Green!

Register for eForms today. Instead of paper bills and documents, you'll receive email notices from IPFS Corporation. Visit us at ipfs.com to learn more.

CURRENT BALANCE	PAYMENT DUE
\$25,559.16	\$2,323.56

PLEASE MAKE ALL PAYMENTS TO ONE OF THE ADDRESSES LISTED BELOW

To ensure proper credit, please send the coupon below with your payment and write your account number on your check.

Make payments, view account information or register for eForms at ipfs.com.
First time users please use access code L99JN9DE to register.

DETACH HERE

Written notations on this coupon will NOT be received.
To ensure proper credit, include coupon with payment.

TOWN OF KINDRED COMMUNITY DEVELOPME
DISTRICT C/O RIZZETTA & COMPANY
3434 COLWELL AVE SUITE 200
TAMPA, FL 33614

PAYMENT COUPON		
PAYMENT NO.	ACCOUNT NUMBER	DUE DATE
1	GAA-B76766	11/01/21

For overnight or priority delivery, please mail to:

IPFS Corporation
1055 BROADWAY
11TH FLOOR
KANSAS CITY, MO 64105

Make payments, view account information or register for eForms at IPFS.COM. First time users please use access code L99JN9DE to register. For questions, please call (800)584-9969.

MAKE CHECK PAYABLE AND REMIT TO:
IPFS CORPORATION
P.O. Box 730223
Dallas, TX 75373-0223

PAYMENT DUE: \$2,323.56

OUTSTANDING FEES DUE: \$0.00

PAST DUE AMOUNT: \$0.00

PAYMENT DUE \$2,323.56

IF RECEIVED AFTER 11/06/21 \$116.18
A LATE FEE WILL APPLY

PLEASE PAY THIS AMOUNT \$2,439.74

GAA0B767663 00002439749

Town of Kindred CDD
Kissimmee Utility Authority Summary
Month: Electric 08/21 Dated: 9/13/21
For: 8/05/21 - 9/04/21 Due: 10/01/21

<u>Account</u>	<u>Location</u>	<u>Service Address</u>	<u>Code</u>	<u>Amount</u>
002268735-001295360	Electric	14001 Cross Prairie Parkway	53100-4307	\$ 5,799.11
002268735-001295370	Electric	19851 Red Canyon Dr FTN	53100-4301	\$ 647.62
002268735-001296190	Electric	19751 Partin Terrace Road	53100-4301	\$ 787.59
002268735-001296200	Electric	14301 Silverado Flats St IRR FTN	53100-4301	\$ 14.00
002268735-001304010	Electric	14711 Silverado Flats ST	53100-4301	\$ 20.85
002268735-001304020	Electric	14251 Silverado Flats St	53100-4301	\$ 17.64
002268735-001341610	Electric	19831 Red Canyon Drive Entry FTN	53100-4301	\$ 571.77
002268735-001352940	Electric	14901 Diamond Loop Drive	53100-4301	\$ 14.27
002268735-001352950	Electric	18681 Partin Terrace Road	53100-4301	\$ 15.03
002268735-001352960	Electric	18541 Hickory Bluff Road	53100-4301	\$ 14.27
002268735-001353540	Electric	17461 Ranger Highlands Road LFSTN	53100-4301	\$ 217.95
002268735-001353690	Electric	1450 Diamond Loop Drive	53100-4301	\$ 1,873.25
002268735-001356530	Electric	14311 Cross Prairie Pkwy FTN	53100-4301	\$ 552.38
002268735-001385090	Electric	17511 Ranger Highlands Rd - Aerator	53100-4301	\$ 362.80
002268735-001385200	Electric	17861 Ranger Highlands Rd	53100-4301	\$ 13.89
002268735-001385210	Electric	18211 Henry Partin	53100-4301	\$ 338.89
002268735-001386730	Electric	17291 Ranger Highland Rd	53100-4301	\$ 977.29
002268735-123458650	Electric	15051 Kensley Avenue	53100-4301	\$ 14.79
002268735-123464950	Electric	14601 Taos Avenue - Irr	53100-4301	\$ 14.27

Summary

001 53100 4307	\$ 5,799.11
001 53100-4301	\$ 6,468.55
Total	\$ 12,267.66

Date Rec'd Rizzetta & Co., Inc. 09/14/2021

D/M approval RY Date 9/20/21

Date entered 09/17/2021

Fund 001 GL 53100 OC 4301 \$6,468.55
4307 \$5,799.11

Check # _____



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com

Customer ID - Account ID:
 Customer Name:
 Service Address:
 Bill Date:
 Next Scheduled Read Date:

002268735-001295360
 TOWN OF KINDRED CDD
 14001 CROSS PRAIRIE PARKWAY FTN1/VL PH1
 09/13/21
 10/05/21



BILL SUMMARY

Previous Balance
\$5,774.57

—

Payments
\$5,774.57

+

Current Charges
\$5,799.11

=

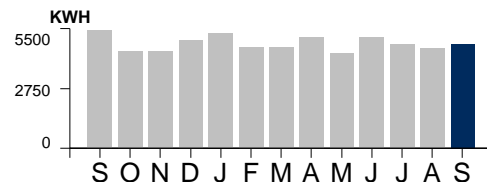
Balance Due
\$5,799.11

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$4,729.58
Electric	\$642.17
Outdoor Lighting Charge	\$4,542.85
Fuel Adjustment	-\$466.52
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$1,069.53
TOTAL CURRENT CHARGES	\$5,799.11

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 159.40 kWh/Day
 Use One Year Ago - 170.37 kWh/Day
 Daily Avg. Cost - \$157.65



SERVICE TYPE

	Meter ID	Current Read Date	Current Read	Previous Read Date	Previous Reading	Meter Mult.	Billed Usage	Days of Service
Electric	157332164	09/04/21	77,056	08/05/21	72,274	1	4,782	30
Demand	157332164	09/04/21	13.45	08/05/21	13.49	1	13.45	30

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MESSAGE from KUA



Disney
RAYA
 AND
THE LAST DRAGON
 Raya y el ultimo dragon de Disney

FRIDAY, OCT. 1, 2021
Viernes, 1 de octubre de 2021

Activities at 5:30 p.m.
 Movie at 7 p.m.

Actividades a las 5:30 p.m.
 Pelicula a las 7 p.m.



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TOWN OF KINDRED CDD
 3434 COLWELL AVE STE 200
 TAMPA FL 33614-8390

Customer Account	Past Due Pay Now	Due Date	Amount Due
002268735-001295360	\$0.00	10/01/21	\$5,799.11



0023747907



Kissimmee Utility Authority
 PO Box 850001
 Orlando, FL 32885-0096

0022687350012953600005799110006042812021100190



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com

Customer ID - Account ID:
 Customer Name:
 Service Address:
 Bill Date:
 Next Scheduled Read Date:

002268735-001295370
 TOWN OF KINDRED CDD
 19851 RED CANYON DRIVE FTN 2
 09/13/21
 10/05/21



BILL SUMMARY

Previous Balance
\$621.53

—

Payments
\$621.53

+

Current Charges
\$647.62

=

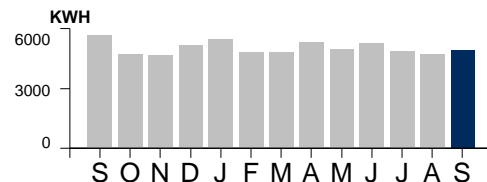
Balance Due
\$647.62

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$494.91
Electric	\$659.23
Fuel Adjustment	-\$175.40
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$152.71
TOTAL CURRENT CHARGES	\$647.62

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 163.63 kWh/Day
 Use One Year Ago - 177.90 kWh/Day
 Daily Avg. Cost - \$16.50



SERVICE TYPE

	Meter ID	Current Read Date	Current Read	Previous Read Date	Previous Reading	Meter Mult.	Billed Usage	Days of Service
Electric	157332159	09/04/21	81,409	08/05/21	76,500	1	4,909	30
Demand	157332159	09/04/21	13.17	08/05/21	13.15	1	13.17	30

MESSAGE from KUA



Disney
RAYA
 AND
THE LAST DRAGON
 Raya y el ultimo dragon de Disney

FRIDAY, OCT. 1, 2021
Viernes, 1 de octubre de 2021

Activities at 5:30 p.m.
 Movie at 7 p.m.

Actividades a las 5:30 p.m.
 Pelicula a las 7 p.m.



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TOWN OF KINDRED CDD
 3434 COLWELL AVE STE 200
 TAMPA FL 33614-8390

Customer Account

002268735-001295370

Past Due Pay Now

\$0.00

Due Date

10/01/21

Amount Due

\$647.62



0023747906



Kissimmee Utility Authority
 PO Box 850001
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Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com

Customer ID - Account ID:
 Customer Name:
 Service Address:
 Bill Date:
 Next Scheduled Read Date:

002268735-001296190
 TOWN OF KINDRED CDD
 19751 PARTIN TERRACE ROAD
 09/13/21
 10/05/21



BILL SUMMARY

Previous Balance
\$680.05

—

Payments
\$680.05

+

Current Charges
\$787.59

=

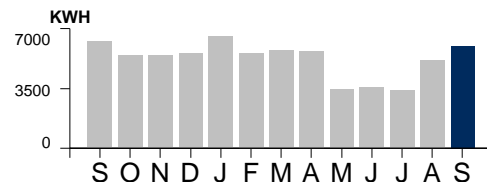
Balance Due
\$787.59

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$601.65
Electric	\$804.66
Fuel Adjustment	-\$214.09
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$185.94
TOTAL CURRENT CHARGES	\$787.59

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 199.73 kWh/Day
 Use One Year Ago - 195.59 kWh/Day
 Daily Avg. Cost - \$20.06



SERVICE TYPE

	Meter ID	Current Read Date	Current Read	Previous Read Date	Previous Reading	Meter Mult.	Billed Usage	Days of Service
Electric	157332110	09/04/21	85,971	08/05/21	79,979	1	5,992	30
Demand	157332110	09/04/21	12.41	08/05/21	12.43	1	12.41	30

MESSAGE from KUA



FRIDAY, OCT. 1, 2021
Viernes, 1 de octubre de 2021

Activities at 5:30 p.m.
 Movie at 7 p.m.

Actividades a las 5:30 p.m.
 Pelicula a las 7 p.m.



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TOWN OF KINDRED CDD
 3434 COLWELL AVE STE 200
 TAMPA FL 33614-8390

Customer Account	Past Due Pay Now	Due Date	Amount Due
002268735-001296190	\$0.00	10/01/21	\$787.59



0023747911



Kissimmee Utility Authority
 PO Box 850001
 Orlando, FL 32885-0096

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Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com

Customer ID - Account ID:
 Customer Name:
 Service Address:
 Bill Date:
 Next Scheduled Read Date:

002268735-001296200
 TOWN OF KINDRED CDD
 14301 SILVERADO FLATS STREET IRR
 09/13/21
 10/05/21



BILL SUMMARY

Previous Balance
\$14.00

—

Payments
\$14.00

+

Current Charges
\$14.00

=

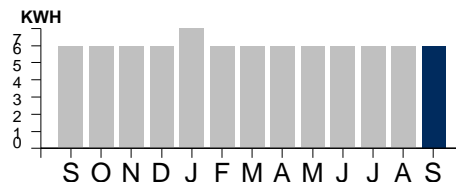
Balance Due
\$14.00

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$11.66
Electric	\$0.80
Fuel Adjustment	-\$0.22
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$2.34
TOTAL CURRENT CHARGES	\$14.00

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 0.20 kWh/Day
 Use One Year Ago - 0.18 kWh/Day
 Daily Avg. Cost - \$0.39



METER DATA

Meter #:	0153574457
Current:	137 on 09/04/21
Previous:	131 on 08/05/21
Total Usage:	6 kWh
Days Of Service:	30

MESSAGE from KUA



FRIDAY, OCT. 1, 2021
Viernes, 1 de octubre de 2021

Activities at 5:30 p.m.
 Movie at 7 p.m.

Actividades a las 5:30 p.m.
 Pelicula a las 7 p.m.



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TOWN OF KINDRED CDD
 3434 COLWELL AVE STE 200
 TAMPA FL 33614-8390

Customer Account	Past Due Pay Now	Due Date	Amount Due
002268735-001296200	\$0.00	10/01/21	\$14.00



0023747913



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 PO Box 850001
 Orlando, FL 32885-0096

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Customer Service: 407-933-9800
Outage Reporting: 407-933-9898
www.kua.com

Customer ID - Account ID:
Customer Name:
Service Address:
Bill Date:
Next Scheduled Read Date:

002268735-001304010
TOWN OF KINDRED CDD
14711 SILVERADO FLATS STREET
09/13/21
10/05/21



BILL SUMMARY

Previous Balance
\$20.60

—

Payments
\$20.60

+

Current Charges
\$20.85

=

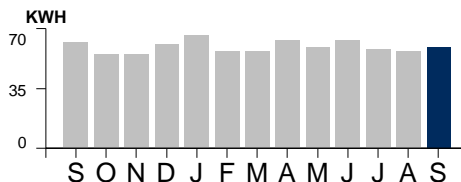
Balance Due
\$20.85

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$16.89
Electric	\$7.92
Fuel Adjustment	-\$2.11
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$3.96
TOTAL CURRENT CHARGES	\$20.85

USAGE DETAILS

Electric - Commercial
Daily Avg. - 1.96 kWh/Day
Use One Year Ago - 1.93 kWh/Day
Daily Avg. Cost - \$0.56



METER DATA

Meter #:	0153574484
Current:	988 on 09/04/21
Previous:	929 on 08/05/21
Total Usage:	59 kWh
Days Of Service:	30

MESSAGE from KUA



FRIDAY, OCT. 1, 2021

Viernes, 1 de octubre de 2021

Activities at 5:30 p.m.
Movie at 7 p.m.

Actividades a las 5:30 p.m.
Película a las 7 p.m.



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TOWN OF KINDRED CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

Customer Account	Past Due Pay Now	Due Date	Amount Due
002268735-001304010	\$0.00	10/01/21	\$20.85



0023748013



Kissimmee Utility Authority
PO Box 850001
Orlando, FL 32885-0096

002268735001304010000000208500000021732021100110



Customer Service: 407-933-9800
Outage Reporting: 407-933-9898
www.kua.com

Customer ID - Account ID:
Customer Name:
Service Address:
Bill Date:
Next Scheduled Read Date:

002268735-001304020
TOWN OF KINDRED CDD
14251 SILVERADO FLATS STREET
09/13/21
10/05/21



BILL SUMMARY

Previous Balance
\$17.64

—

Payments
\$17.64

+

Current Charges
\$17.64

=

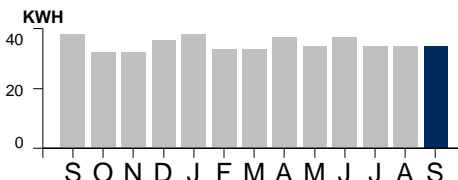
Balance Due
\$17.64

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$14.43
Electric	\$4.57
Fuel Adjustment	-\$1.22
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$3.21
TOTAL CURRENT CHARGES	\$17.64

USAGE DETAILS

Electric - Commercial
Daily Avg. - 1.13 kWh/Day
Use One Year Ago - 1.18 kWh/Day
Daily Avg. Cost - \$0.48



METER DATA

Meter #:	0160638937
Current:	443 on 09/04/21
Previous:	409 on 08/05/21
Total Usage:	34 kWh
Days Of Service:	30

MESSAGE from KUA



FRIDAY, OCT. 1, 2021
Viernes, 1 de octubre de 2021

Activities at 5:30 p.m.
Movie at 7 p.m.

Actividades a las 5:30 p.m.
Película a las 7 p.m.



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TOWN OF KINDRED CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

Customer Account	Past Due Pay Now	Due Date	Amount Due
002268735-001304020	\$0.00	10/01/21	\$17.64



0023748015



Kissimmee Utility Authority
PO Box 850001
Orlando, FL 32885-0096

00226873500130402000000017640000018382021100190



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com

Customer ID - Account ID:
 Customer Name:
 Service Address:
 Bill Date:
 Next Scheduled Read Date:

002268735-001341610
 TOWN OF KINDRED CDD
 19831 RED CANYON DRIVE ENTRY FTN
 09/13/21
 10/05/21



BILL SUMMARY

Previous Balance
\$398.88

—

Payments
\$398.88

+

Current Charges
\$571.77

=

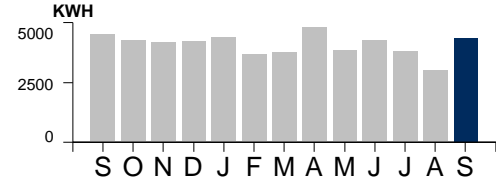
Balance Due
\$571.77

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$437.06
Electric	\$580.40
Fuel Adjustment	-\$154.42
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$134.71
TOTAL CURRENT CHARGES	\$571.77

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 144.06 kWh/Day
 Use One Year Ago - 140.25 kWh/Day
 Daily Avg. Cost - \$14.57



SERVICE TYPE

	Meter ID	Current Read Date	Current Read	Previous Read Date	Previous Reading	Meter Mult.	Billed Usage	Days of Service
Electric	157332564	09/04/21	64,450	08/05/21	60,128	1	4,322	30
Demand	157332564	09/04/21	10.15	08/05/21	10.17	1	10.15	30

MESSAGE from KUA



FRIDAY, OCT. 1, 2021
Viernes, 1 de octubre de 2021

Activities at 5:30 p.m.
 Movie at 7 p.m.

Actividades a las 5:30 p.m.
 Pelicula a las 7 p.m.



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TOWN OF KINDRED CDD
 3434 COLWELL AVE STE 200
 TAMPA FL 33614-8390

Customer Account	Past Due Pay Now	Due Date	Amount Due
002268735-001341610	\$0.00	10/01/21	\$571.77



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Kissimmee Utility Authority
 PO Box 850001
 Orlando, FL 32885-0096

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Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com

Customer ID - Account ID:
 Customer Name:
 Service Address:
 Bill Date:
 Next Scheduled Read Date:

002268735-001352940
 TOWN OF KINDRED CDD
 14901 DIAMOND LOOP DRIVE
 09/13/21
 10/05/21



BILL SUMMARY

Previous Balance
\$14.27

—

Payments
\$14.27

+

Current Charges
\$14.27

=

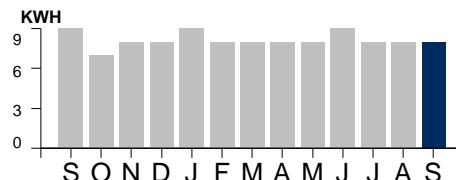
Balance Due
\$14.27

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$11.87
Electric	\$1.08
Fuel Adjustment	-\$0.29
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$2.40
TOTAL CURRENT CHARGES	\$14.27

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 0.26 kWh/Day
 Use One Year Ago - 0.28 kWh/Day
 Daily Avg. Cost - \$0.40



METER DATA

Meter #:	0157328311
Current:	146 on 09/04/21
Previous:	138 on 08/05/21
Total Usage:	8 kWh
Days Of Service:	30

MESSAGE from KUA



FRIDAY, OCT. 1, 2021
Viernes, 1 de octubre de 2021

Activities at 5:30 p.m.
 Movie at 7 p.m.

Actividades a las 5:30 p.m.
 Pelicula a las 7 p.m.



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TOWN OF KINDRED CDD
 3434 COLWELL AVE STE 200
 TAMPA FL 33614-8390

Customer Account	Past Due Pay Now	Due Date	Amount Due
002268735-001352940	\$0.00	10/01/21	\$14.27



0023748214



Kissimmee Utility Authority
 PO Box 850001
 Orlando, FL 32885-0096

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Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com

Customer ID - Account ID:
 Customer Name:
 Service Address:
 Bill Date:
 Next Scheduled Read Date:

002268735-001352950
 TOWN OF KINDRED CDD
 18681 PARTIN TERRACE ROAD
 09/13/21
 10/05/21



BILL SUMMARY

Previous Balance
\$14.13

—

Payments
\$14.13

+

Current Charges
\$15.03

=

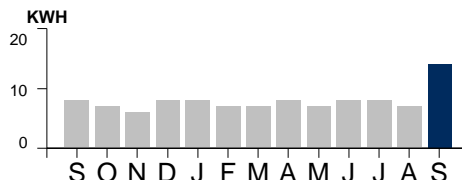
Balance Due
\$15.03

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$12.46
Electric	\$1.88
Fuel Adjustment	-\$0.50
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$2.57
TOTAL CURRENT CHARGES	\$15.03

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 0.46 kWh/Day
 Use One Year Ago - 0.25 kWh/Day
 Daily Avg. Cost - \$0.42



METER DATA

Meter #:	0153574485
Current:	171 on 09/04/21
Previous:	157 on 08/05/21
Total Usage:	14 kWh
Days Of Service:	30

MESSAGE from KUA



FRIDAY, OCT. 1, 2021
Viernes, 1 de octubre de 2021

Activities at 5:30 p.m.
 Movie at 7 p.m.

Actividades a las 5:30 p.m.
 Pelicula a las 7 p.m.



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 maíz gratuitas



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TOWN OF KINDRED CDD
 3434 COLWELL AVE STE 200
 TAMPA FL 33614-8390

Customer Account	Past Due Pay Now	Due Date	Amount Due
002268735-001352950	\$0.00	10/01/21	\$15.03



0023748215



Kissimmee Utility Authority
 PO Box 850001
 Orlando, FL 32885-0096

00226873500135295000000015030000015662021100120

120/1 574122/3906201 0000000 1 I=000000000000



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com

Customer ID - Account ID:
 Customer Name:
 Service Address:
 Bill Date:
 Next Scheduled Read Date:

002268735-001352960
 TOWN OF KINDRED CDD
 18541 HICKORY BLUFF ROAD
 09/13/21
 10/05/21



BILL SUMMARY

Previous Balance
\$14.00

—

Payments
\$14.00

+

Current Charges
\$14.27

=

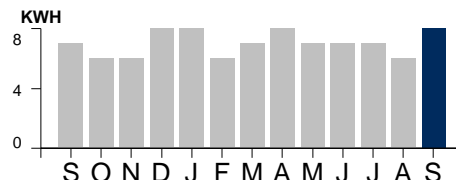
Balance Due
\$14.27

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$11.87
Electric	\$1.08
Fuel Adjustment	-\$0.29
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$2.40
TOTAL CURRENT CHARGES	\$14.27

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 0.26 kWh/Day
 Use One Year Ago - 0.21 kWh/Day
 Daily Avg. Cost - \$0.40



METER DATA

Meter #:	0153573887
Current:	159 on 09/04/21
Previous:	151 on 08/05/21
Total Usage:	8 kWh
Days Of Service:	30

MESSAGE from KUA



FRIDAY, OCT. 1, 2021
Viernes, 1 de octubre de 2021

Activities at 5:30 p.m.
 Movie at 7 p.m.

Actividades a las 5:30 p.m.
 Pelicula a las 7 p.m.



Free Popcorn
 Palomitas de
 maíz gratuitas



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 Kissimmee, FL 34742-3219

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TOWN OF KINDRED CDD
 3434 COLWELL AVE STE 200
 TAMPA FL 33614-8390

Customer Account	Past Due Pay Now	Due Date	Amount Due
002268735-001352960	\$0.00	10/01/21	\$14.27



0023748216



Kissimmee Utility Authority
 PO Box 850001
 Orlando, FL 32885-0096

00226873500135296000000014270000014872021100180

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Customer Service: 407-933-9800
Outage Reporting: 407-933-9898
www.kua.com

Customer ID - Account ID:
Customer Name:
Service Address:
Bill Date:
Next Scheduled Read Date:

002268735-001353540
TOWN OF KINDRED CDD
17461 RANGER HIGHLANDS LFSTA ROAD
09/13/21
10/05/21



BILL SUMMARY

Previous Balance
\$202.96

—

Payments
\$202.96

+

Current Charges
\$217.95

=

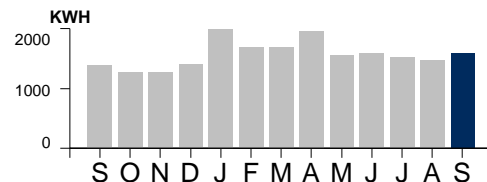
Balance Due
\$217.95

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$167.21
Electric	\$212.72
Fuel Adjustment	-\$56.59
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$50.74
TOTAL CURRENT CHARGES	\$217.95

USAGE DETAILS

Electric - Commercial
Daily Avg. - 52.80 kWh/Day
Use One Year Ago - 43.62 kWh/Day
Daily Avg. Cost - \$5.57



METER DATA

Meter #:	0156888052
Current:	24,164 on 09/04/21
Previous:	22,580 on 08/05/21
Total Usage:	1,584 kWh
Days Of Service:	30

MESSAGE from KUA



FRIDAY, OCT. 1, 2021

Viernes, 1 de octubre de 2021

Activities at 5:30 p.m.
Movie at 7 p.m.

Actividades a las 5:30 p.m.
Película a las 7 p.m.



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TOWN OF KINDRED CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

Customer Account	Past Due Pay Now	Due Date	Amount Due
002268735-001353540	\$0.00	10/01/21	\$217.95



0023748219



Kissimmee Utility Authority
PO Box 850001
Orlando, FL 32885-0096

00226873500135354000000217950000227192021100170



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com

Customer ID - Account ID:
 Customer Name:
 Service Address:
 Bill Date:
 Next Scheduled Read Date:

002268735-001353690
 TOWN OF KINDRED CDD
 1450 DIAMOND LOOP DRIVE
 09/13/21
 10/05/21



BILL SUMMARY

Previous Balance
\$1,705.14

—

Payments
\$1,705.14

+

Current Charges
\$1,873.25

=

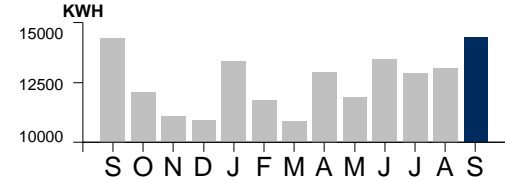
Balance Due
\$1,873.25

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$1,429.65
Electric	\$1,932.83
Fuel Adjustment	-\$514.26
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$443.60
TOTAL CURRENT CHARGES	\$1,873.25

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 479.76 kWh/Day
 Use One Year Ago - 448.68 kWh/Day
 Daily Avg. Cost - \$47.66



SERVICE TYPE

	Meter ID	Current Read Date	Current Read	Previous Read Date	Previous Reading	Meter Mult.	Billed Usage	Days of Service
Electric	156883425	09/04/21	196,004	08/05/21	181,611	1	14,393	30
Demand	156883425	09/04/21	29.06	08/05/21	30.72	1	29.06	30

MESSAGE from KUA



Disney
RAYA
 AND
THE LAST DRAGON
 Raya y el ultimo dragon de Disney

FRIDAY, OCT. 1, 2021
Viernes, 1 de octubre de 2021

Activities at 5:30 p.m.
 Movie at 7 p.m.

Actividades a las 5:30 p.m.
 Pelicula a las 7 p.m.



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TOWN OF KINDRED CDD
 3434 COLWELL AVE STE 200
 TAMPA FL 33614-8390

Customer Account	Past Due Pay Now	Due Date	Amount Due
002268735-001353690	\$0.00	10/01/21	\$1,873.25



0023748221



Kissimmee Utility Authority
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Customer Service: 407-933-9800
Outage Reporting: 407-933-9898
www.kua.com

Customer ID - Account ID:
Customer Name:
Service Address:
Bill Date:
Next Scheduled Read Date:

002268735-001356530
TOWN OF KINDRED CDD
14311 CROSS PRAIRIE PARKWAY FTN
09/13/21
10/05/21



BILL SUMMARY

Previous Balance
\$533.85

—

Payments
\$533.85

+

Current Charges
\$552.38

=

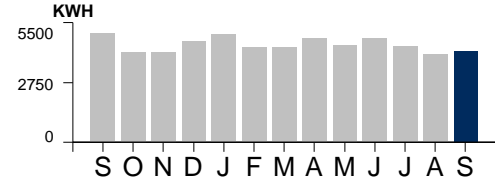
Balance Due
\$552.38

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$422.27
Electric	\$560.26
Fuel Adjustment	-\$149.07
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$130.11
TOTAL CURRENT CHARGES	\$552.38

USAGE DETAILS

Electric - Commercial
Daily Avg. - 139.06 kWh/Day
Use One Year Ago - 156.53 kWh/Day
Daily Avg. Cost - \$14.08



METER DATA

Meter #:	0157332165
Current:	73,562 on 09/04/21
Previous:	69,390 on 08/05/21
Total Usage:	4,172 kWh
Days Of Service:	30

MESSAGE from KUA



FRIDAY, OCT. 1, 2021
Viernes, 1 de octubre de 2021

Activities at 5:30 p.m.
Movie at 7 p.m.

Actividades a las 5:30 p.m.
Película a las 7 p.m.



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TOWN OF KINDRED CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

Customer Account	Past Due Pay Now	Due Date	Amount Due
002268735-001356530	\$0.00	10/01/21	\$552.38



0023748222



Kissimmee Utility Authority
PO Box 850001
Orlando, FL 32885-0096

00226873500135653000000552380000575802021100140



Customer Service: 407-933-9800
Outage Reporting: 407-933-9898
www.kua.com

Customer ID - Account ID:
Customer Name:
Service Address:
Bill Date:
Next Scheduled Read Date:

002268735-001385090
TOWN OF KINDRED CDD
17511 RANGER HIGHLANDS ROAD AERATOR
09/13/21
10/05/21



BILL SUMMARY

Previous Balance
\$351.61

—

Payments
\$351.61

+

Current Charges
\$362.80

=

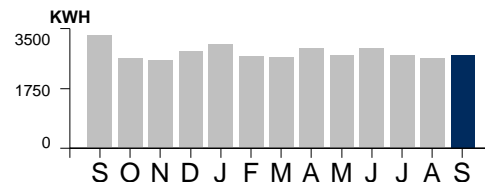
Balance Due
\$362.80

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$277.68
Electric	\$363.25
Fuel Adjustment	-\$96.65
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$85.12
TOTAL CURRENT CHARGES	\$362.80

USAGE DETAILS

Electric - Commercial
Daily Avg. - 90.16 kWh/Day
Use One Year Ago - 102.68 kWh/Day
Daily Avg. Cost - \$9.26



METER DATA

Meter #:	0157343347
Current:	32,813 on 09/04/21
Previous:	30,108 on 08/05/21
Total Usage:	2,705 kWh
Days Of Service:	30

MESSAGE from KUA



FRIDAY, OCT. 1, 2021

Viernes, 1 de octubre de 2021

Activities at 5:30 p.m.
Movie at 7 p.m.

Actividades a las 5:30 p.m.
Película a las 7 p.m.



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TOWN OF KINDRED CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

Customer Account	Past Due Pay Now	Due Date	Amount Due
002268735-001385090	\$0.00	10/01/21	\$362.80



0023748821



Kissimmee Utility Authority
PO Box 850001
Orlando, FL 32885-0096

002268735001385090000003628000000378182021100170



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com

Customer ID - Account ID:
 Customer Name:
 Service Address:
 Bill Date:
 Next Scheduled Read Date:

002268735-001385200
 TOWN OF KINDRED CDD
 17861 RANGER HIGHLANDS ROAD
 09/13/21
 10/05/21



BILL SUMMARY

Previous Balance
\$13.89

—

Payments
\$13.89

+

Current Charges
\$13.89

=

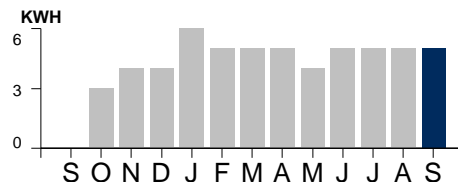
Balance Due
\$13.89

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$11.57
Electric	\$0.67
Fuel Adjustment	-\$0.18
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$2.32
TOTAL CURRENT CHARGES	\$13.89

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 0.16 kWh/Day
 Use One Year Ago - 0.00 kWh/Day
 Daily Avg. Cost - \$0.39



METER DATA

Meter #:	0157342560
Current:	56 on 09/04/21
Previous:	51 on 08/05/21
Total Usage:	5 kWh
Days Of Service:	30

MESSAGE from KUA



FRIDAY, OCT. 1, 2021
Viernes, 1 de octubre de 2021

Activities at 5:30 p.m.
 Movie at 7 p.m.

Actividades a las 5:30 p.m.
 Pelicula a las 7 p.m.



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TOWN OF KINDRED CDD
 3434 COLWELL AVE STE 200
 TAMPA FL 33614-8390

Customer Account	Past Due Pay Now	Due Date	Amount Due
002268735-001385200	\$0.00	10/01/21	\$13.89



0023748827



Kissimmee Utility Authority
 PO Box 850001
 Orlando, FL 32885-0096

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Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com

Customer ID - Account ID:
 Customer Name:
 Service Address:
 Bill Date:
 Next Scheduled Read Date:

002268735-001385210
 TOWN OF KINDRED CDD
 18211 HENRY PARTIN ROAD
 09/13/21
 10/05/21



BILL SUMMARY

Previous Balance
\$559.94

—

Payments
\$559.94

+

Current Charges
\$338.89

=

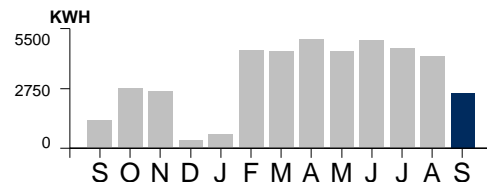
Balance Due
\$338.89

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$259.45
Electric	\$338.41
Fuel Adjustment	-\$90.04
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$79.44
TOTAL CURRENT CHARGES	\$338.89

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 84.00 kWh/Day
 Use One Year Ago - 39.39 kWh/Day
 Daily Avg. Cost - \$8.65



SERVICE TYPE

	Meter ID	Current Read Date	Current Read	Previous Read Date	Previous Reading	Meter Mult.	Billed Usage	Days of Service
Electric	153573495	09/04/21	78,619	08/05/21	76,099	1	2,520	30
Demand	153573495	09/04/21	13.44	08/05/21	10.65	1	13.44	30

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MESSAGE from KUA

KISSIMMEE UTILITY AUTHORITY

MOVIE IN THE PARK

RAYA AND THE LAST DRAGON

Raya y el ultimo dragon de Disney

FRIDAY, OCT. 1, 2021

Viernes, 1 de octubre de 2021

Activities at 5:30 p.m.
Movie at 7 p.m.

Actividades a las 5:30 p.m.
Película a las 7 p.m.

Free Popcorn
Palomitas de maíz gratuitas

Bring Your Blankets & Lawn Chairs
Traiga sus mantas y sillas

Detach this portion and return with your payment.



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TOWN OF KINDRED CDD
 3434 COLWELL AVE STE 200
 TAMPA FL 33614-8390

Customer Account	Past Due Pay Now	Due Date	Amount Due
002268735-001385210	\$0.00	10/01/21	\$338.89



0023750254



Kissimmee Utility Authority
 PO Box 850001
 Orlando, FL 32885-0096

002268735001385210000003388900000353262021100120



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com

Customer ID - Account ID:
 Customer Name:
 Service Address:
 Bill Date:
 Next Scheduled Read Date:

002268735-001386730
 TOWN OF KINDRED CDD
 17291 RANGER HIGHLANDS ROAD
 09/13/21
 10/05/21



BILL SUMMARY

Previous Balance
\$959.41

—

Payments
\$959.41

+

Current Charges
\$977.29

=

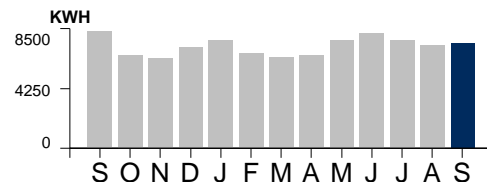
Balance Due
\$977.29

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$746.34
Electric	\$1,001.81
Fuel Adjustment	-\$266.55
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$230.95
TOTAL CURRENT CHARGES	\$977.29

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 248.66 kWh/Day
 Use One Year Ago - 258.46 kWh/Day
 Daily Avg. Cost - \$24.88



SERVICE TYPE

	Meter ID	Current Read Date	Current Read	Previous Read Date	Previous Reading	Meter Mult.	Billed Usage	Days of Service
Electric	157332157	09/04/21	119,980	08/05/21	112,520	1	7,460	30
Demand	157332157	09/04/21	18.45	08/05/21	19.93	1	18.45	30

MESSAGE from KUA



Disney
RAYA
 AND
THE LAST DRAGON
 Raya y el ultimo dragon de Disney

FRIDAY, OCT. 1, 2021
Viernes, 1 de octubre de 2021

Activities at 5:30 p.m.
 Movie at 7 p.m.

Actividades a las 5:30 p.m.
 Pelicula a las 7 p.m.



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TOWN OF KINDRED CDD
 3434 COLWELL AVE STE 200
 TAMPA FL 33614-8390

Customer Account

002268735-001386730

Past Due Pay Now

\$0.00

Due Date

10/01/21

Amount Due

\$977.29



0023748854



Kissimmee Utility Authority
 PO Box 850001
 Orlando, FL 32885-0096

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Customer Service: 407-933-9800
Outage Reporting: 407-933-9898
www.kua.com

Customer ID - Account ID:
Customer Name:
Service Address:
Bill Date:
Next Scheduled Read Date:

002268735-123458650
TOWN OF KINDRED CDD
15051 KENSLEY AVENUE
09/13/21
10/05/21



BILL SUMMARY

Previous Balance
\$14.65

—

Payments
\$14.65

+

Current Charges
\$14.79

=

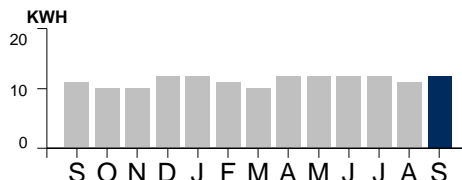
Balance Due
\$14.79

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$12.27
Electric	\$1.61
Fuel Adjustment	-\$0.42
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$2.52
TOTAL CURRENT CHARGES	\$14.79

USAGE DETAILS

Electric - Commercial
Daily Avg. - 0.40 kWh/Day
Use One Year Ago - 0.34 kWh/Day
Daily Avg. Cost - \$0.41



METER DATA

Meter #:	0157332158
Current:	180 on 09/04/21
Previous:	168 on 08/05/21
Total Usage:	12 kWh
Days Of Service:	30

MESSAGE from KUA



FRIDAY, OCT. 1, 2021
Viernes, 1 de octubre de 2021

Activities at 5:30 p.m.
Movie at 7 p.m.

Actividades a las 5:30 p.m.
Película a las 7 p.m.



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TOWN OF KINDRED CDD
3434 COLWELL AVE STE 200
TAMPA FL 33614-8390

Customer Account	Past Due Pay Now	Due Date	Amount Due
002268735-123458650	\$0.00	10/01/21	\$14.79



0023750677



Kissimmee Utility Authority
PO Box 850001
Orlando, FL 32885-0096

00226873512345865000000014790000015412021100160



Customer Service: 407-933-9800
 Outage Reporting: 407-933-9898
 www.kua.com

Customer ID - Account ID:
 Customer Name:
 Service Address:
 Bill Date:
 Next Scheduled Read Date:

002268735-123464950
 TOWN OF KINDRED CDD
 14601 TAOS AVENUE IRR
 09/13/21
 10/05/21



BILL SUMMARY

Previous Balance
\$14.39

—

Payments
\$14.39

+

Current Charges
\$14.27

=

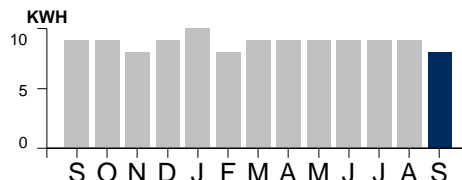
Balance Due
\$14.27

CURRENT CHARGES

KUA ELECTRIC SERVICE	\$11.87
Electric	\$1.08
Fuel Adjustment	-\$0.29
Customer Charge	\$11.08
CITY/COUNTY TAXES & TRANSFER FEE	\$2.40
TOTAL CURRENT CHARGES	\$14.27

USAGE DETAILS

Electric - Commercial
 Daily Avg. - 0.26 kWh/Day
 Use One Year Ago - 0.28 kWh/Day
 Daily Avg. Cost - \$0.40



METER DATA

Meter #:	0158462810
Current:	153 on 09/04/21
Previous:	145 on 08/05/21
Total Usage:	8 kWh
Days Of Service:	30

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MESSAGE from KUA



FRIDAY, OCT. 1, 2021
Viernes, 1 de octubre de 2021

Activities at 5:30 p.m.
 Movie at 7 p.m.

Actividades a las 5:30 p.m.
 Pelicula a las 7 p.m.



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TOWN OF KINDRED CDD
 3434 COLWELL AVE STE 200
 TAMPA FL 33614-8390

Customer Account	Past Due Pay Now	Due Date	Amount Due
002268735-123464950	\$0.00	10/01/21	\$14.27



0023750735



Kissimmee Utility Authority
 PO Box 850001
 Orlando, FL 32885-0096

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S.A.I.

Invoice 303

Security And Investigations, Inc.

Date August 9, 2021

5764 N Orange Blossom Trail
Ste #142
Orlando Florida 32810
321-960-6672

TO Town of Kindred CDD
c/o Rizzetta & Company
3434 Colwell Ave. Ste 200
Tampa, FL 33614

DUE DATE Upon Receipt

HOURS	ITEM	DESCRIPTION	RATE	AMOUNT
31.50	Patrol Services	Provide Uniformed Professional Presence	\$16.50	\$519.75
		Dedicated patrols		
		Fri 7/23/21 - Thurs 7/29/21		
	7/23/2021	3:30pm - 8:00pm F. Delorme		
	7/24/2021	3:30pm - 8:00pm C. McNichol		
	7/25/2021	3:30pm - 8:00pm C. McNichol		
	7/26/2021	3:30pm - 8:00pm F. Delorme		
	7/27/2021	3:30pm - 8:00pm F. Delorme		
	7/28/2021	3:30pm - 8:00pm F. Delorme		
	7/29/2021	3:30pm - 8:00pm F. Delorme		
31.50	Patrol Services	Provide Uniformed Professional Presence	\$16.50	\$519.75
		Dedicated patrols		
		Fri 7/30/21 - Thurs 8/5/21		
	7/30/2021	3:30pm - 8:00pm A. Saint-Flina		
	7/31/2021	3:30pm - 8:00pm A. Saint-Flina		
	8/1/2021	3:30pm - 8:00pm A. Saint-Flina		
	8/2/2021	3:30pm - 8:00pm F. Delorme		
	8/3/2021	3:30pm - 8:00pm F. Delorme		
	8/4/2021	3:30pm - 8:00pm A. Saint-Flina		
	8/5/2021	3:30pm - 8:00pm A. Saint-Flina		
	Property	8529 South Park Circle#330		
		Orlando, FL 32819		
Payment due upon receipt		CERT RESELLER TOTAL		1039.50
Security License B1000018		TAX EXEMPT		
Investigation #A1000018				1039.50

Date Rec'd Rizzetta & Co., Inc. 08/10/2021

D/M approval RA Date 8/18/21

Date entered 08/13/2021

Fund 001 GL 52000 OC 4400

Check #



S.A.I.

Invoice 304

Security And Investigations, Inc.

Date August 24, 2021

5764 N Orange Blossom Trail
Ste #142
Orlando Florida 32810
321-960-6672

TO Town of Kindred CDD
c/o Rizzetta & Company
3434 Colwell Ave. Ste 200
Tampa, FL 33614

DUE DATE Upon Receipt

HOURS	ITEM	DESCRIPTION	RATE	AMOUNT
31.50	Patrol Services	Provide Uniformed Professional Presence	\$16.50	\$519.75
		Dedicated patrols		
		Fri 8/6/21 - Thurs 8/12/21		
	8/6/2021	3:30pm - 8:00pm F. Delorme		
	8/7/2021	3:30pm - 8:00pm A. Saint-Flina		
	8/8/2021	3:30pm - 8:00pm A. Saint-Flina		
	8/9/2021	3:30pm - 8:00pm A. Saint-Flina		
	8/10/2021	3:30pm - 8:00pm F. Delorme		
	8/11/2021	3:30pm - 8:00pm A. Saint-Flina		
	8/12/2021	3:30pm - 8:00pm A. Saint-Flina		
31.50	Patrol Services	Provide Uniformed Professional Presence	\$16.50	\$519.75
		Dedicated patrols		
		Fri 8/13/21 - Thurs 8/19/21		
	8/13/2021	3:30pm - 8:00pm A. Saint-Flina		
	8/14/2021	3:30pm - 8:00pm A. Saint-Flina		
	8/15/2021	3:30pm - 8:00pm A. Saint-Flina		
	8/16/2021	3:30pm - 8:00pm F. Delorme		
	8/17/2021	3:30pm - 8:00pm F. Delorme		
	8/18/2021	3:30pm - 8:00pm A. Saint-Flina		
	8/19/2021	3:30pm - 8:00pm A. Saint-Flina		
	Property	8529 South Park Circle#330		
		Orlando, FL 32819		
Payment due upon receipt		CERT RESELLER TOTAL		1039.50
Security License B1000018		TAX EXEMPT		
Investigation #A1000018				1039.50

Date Rec'd Rizzetta & Co., Inc. 08/25/2021

D/M approval RH Date 9/2/21

Date entered 08/27/2021

Fund 001 GL 52000 OC 4400

Check #



S.A.I.

Invoice 305

Security And Investigations, Inc.

Date September 6, 2021

5764 N Orange Blossom Trail
Ste #142
Orlando Florida 32810
321-960-6672

TO Town of Kindred CDD
c/o Rizzetta & Company
3434 Colwell Ave. Ste 200
Tampa, FL 33614

DUE DATE Upon Receipt

HOURS	ITEM	DESCRIPTION	RATE	AMOUNT
31.50	Patrol Services	Provide Uniformed Professional Presence	\$16.50	\$519.75
		Dedicated patrols		
		Fri 8/20/21 - Thurs 8/26/21		
	8/20/2021	3:30pm - 8:00pm F. Delorme		
	8/21/2021	3:30pm - 8:00pm A. Saint-Flina		
	8/22/2021	3:30pm - 8:00pm K. Thelus		
	8/23/2021	3:30pm - 8:00pm A. Saint-Flina		
	8/24/2021	3:30pm - 8:00pm K. Thelus		
	8/25/2021	3:30pm - 8:00pm A. Saint-Flina		
	8/26/2021	3:30pm - 8:00pm A. Saint-Flina		
38.50	Patrol Services	Provide Uniformed Professional Presence	\$16.50	\$635.25
		Dedicated patrols		
		Fri 8/27/21 - Thurs 9/2/21		
	8/27/2021	3:30pm - 8:00pm A. Saint-Flina		
	8/28/2021	12:00pm - 8:00pm A. Saint-Flina		
	8/29/2021	12:00pm - 8:00pm K. Thelus		
	8/30/2021	3:30pm - 8:00pm K. Thelus		
	8/31/2021	3:30pm - 8:00pm K. Thelus		
	9/1/2021	3:30pm - 8:00pm A. Saint-Flina		
	9/2/2021	3:30pm - 8:00pm A. Saint-Flina		
	Property	8529 South Park Circle#330		
		Orlando, FL 32819		
Payment due upon receipt		CERT RESELLER TOTAL		1155.00
Security License B1000018		TAX EXEMPT		
Investigation #A1000018				1155.00

Date Rec'd Rizzetta & Co., Inc. 09/07/2021

D/M approval RA Date 9/13/21

Date entered 09/10/2021

Fund 001 GL 52000 OC 4400

Check #



S.A.I.

Invoice 306

Security And Investigations, Inc.

Date September 20, 2021

5764 N Orange Blossom Trail
Ste #142
Orlando Florida 32810
321-960-6672

TO Town of Kindred CDD
c/o Rizzetta & Company
3434 Colwell Ave. Ste 200
Tampa, FL 33614

DUE DATE Upon Receipt

HOURS	ITEM	DESCRIPTION	RATE	AMOUNT
22.75	Patrol Services	Provide Uniformed Professional Presence	\$16.50	\$375.38
		Dedcated patrols		
		Fri 9/3/21 - Thurs 9/9/21		
	9/3/2021	OFF		
	9/4/2021	3:30pm - 8:00pm A. Saint-Flina		
	9/5/2021	12:15pm - 8:00pm K. Thelus		
4.50	9/6/2021	3:30pm - 8:00pm A. Saint-Flina	\$24.75	\$111.38
	9/7/2021	3:30pm - 7:00pm K. Thelus		
	9/8/2021	3:30pm - 7:00pm A. Saint-Flina		
	9/9/2021	3:30pm - 7:00pm A. Saint-Flina		
31.50	Patrol Services	Provide Uniformed Professional Presence	\$16.50	\$519.75
		Dedcated patrols		
		Fri 9/10/21 - Thurs 9/16/21		
	9/10/2021	3:30pm -7:00pm T. Charles/K. Thelus		
	9/11/2021	12:00pm -7:00pm Charles/Saint-Flina		
	9/12/2021	12:00pm - 7:00pm T. Charles		
	9/13/2021	3:30pm - 7:00pm A. Saint-Flina		
	9/14/2021	3:30pm - 7:00pm K. Thelus		
	9/15/2021	3:30pm -7:00pm A. Saint-Flina		
	9/16/2021	3:30pm - 7:00pm A. Saint-Flina		
	Property	8529 South Park Circle#330		
		Orlando, FL 32819		
Paymend due upon receipt		CERT RESELLER TOTAL		1006.50
Security License B1000018		TAX EXEMPT		
Investigation #A1000018				1006.50

Date Rec'd Rizzetta & Co., Inc. 09/21/2021

D/M approval RH Date 9/24/21

Date entered 09/24/2021

Fund 001 GL 52000 OC 4400

Check #



September 26, 2021

Invoice Number: 074990501092621

Account Number: 0050749905-01

Security Code:

Service At: 1450 DIAMOND LOOP DR
CBHS
KISSIMMEE, FL 34744

Contact Us

Questions about your bill or services?

Visit SpectrumBusiness.net or call 1-888-812-2591

Auto Pay Notice

NEWS AND INFORMATION

NOTE. Taxes, Fees and Charges listed in the Summary only apply to Spectrum Business TV and Spectrum Business Internet and are detailed on the following page.

Summary Services from 09/25/21 through 10/24/21 details on following pages

Previous Balance	294.34
Payments Received - Thank You	-294.34

Remaining Balance	\$0.00
--------------------------	---------------

Spectrum Enterprise TV	74.94
------------------------	-------

Spectrum Enterprise Internet	122.97
------------------------------	--------

Spectrum Enterprise Voice	79.98
---------------------------	-------

Other Charges	16.45
---------------	-------

Current Charges	\$294.34
-----------------	----------

YOUR AUTO PAY WILL BE PROCESSED 10/12/21

Total Due by Auto Pay	\$294.34
------------------------------	-----------------

Date Rec'd Rizzetta & Co., Inc. 09/28/2021

D/M approval RY Date 10/4/21

Date entered 10/01/2021

Fund 001 GL 57200 OC 4703

Check # _____

Thank you for choosing Spectrum Enterprise.

We appreciate your prompt payment and value you as a client.



4145 S. Falkenburg Rd Riverview, FL 33578-8652
7635 1410 NO RP 26 09262021 NNNNNN 01 998918

TOWN OF KINDRED CDD
C/O RIZZETTA & COMPAN, INC
3434 COLWELL AVE
STE 200
TAMPA FL 33614-8390

September 26, 2021

TOWN OF KINDRED COMMUNITY

Invoice Number: 074990501092621

Account Number: 0050749905-01

Service At: 1450 DIAMOND LOOP DR
CBHS
KISSIMMEE, FL 34744

Total Due by Auto Pay	\$294.34
------------------------------	-----------------

BRIGHT HOUSE NETWORKS
PO BOX 7195
PASADENA, CA 91109-7195

0002000100507499050138029434

Invoice Number:
Account Number:
Security Code:

TOWN OF KINDRED COMMUNITY
074990501092621
0050749905-01

Contact Us
Questions about your bill or services?
Visit SpectrumBusiness.net or call **1-888-812-2591**
7635 1410 NO RP 26 09262021 NNNNNN 01 998918

Charge Details

Previous Balance	294.34
Payments Received - Thank You 09/12	-294.34
Remaining Balance	\$0.00

Payments received after 09/26/21 will appear on your next bill.

Services from 09/25/21 through 10/24/21

Spectrum Enterprise TV

Spectrum Business TV	34.99
Spectrum Receiver	39.95
5 Spectrum Receiver at \$7.99 each	
	\$74.94

Spectrum Enterprise TV Total **\$74.94**

Spectrum Enterprise Internet

Business Internet Plus	89.99
Business Wifi	7.99
Up To 5 Static IP Adds	24.99
	\$122.97

Spectrum Enterprise Internet Total **\$122.97**

Spectrum Enterprise Voice

Phone Number 407-483-3217	
Directory Listing 2 @ \$0.00	0.00
Spectrum Business Voice	39.99
	\$39.99

Spectrum Enterprise Voice Continued

Phone Number 407-483-3240	
Spectrum Business Voice	39.99
	\$39.99

For additional call details, please visit SpectrumBusiness.net Taxes, Fees and Charges for Spectrum Business Voice are detailed in the Billing Information section.

Spectrum Enterprise Voice Total **\$79.98**

Other Charges

Broadcast TV Surcharge	16.45
Other Charges Total	\$16.45

Current Charges **\$294.34**
Total Due by Auto Pay **\$294.34**

Billing Information

Tax and Fees - This statement reflects the current taxes and fees for your area (including sales, excise, user taxes, etc.). These taxes and fees may change without notice. Visit spectrum.net/taxesandfees for more information.

Spectrum Terms and Conditions of Service - In accordance with the Spectrum Business Services Agreement, Spectrum services are billed on a monthly basis. Spectrum does not provide credits for monthly subscription services that are cancelled prior to the end of the current billing month.

Terms & Conditions - Spectrum's detailed standard terms and conditions for service are located at spectrum.com/policies.

Past Due Fee / Late Fee Reminder - A late fee will be assessed for past due charges for service.

Complaint Procedures - You have 60 days from the billing date to register a complaint if you disagree with your charges.

Visit Spectrum.com/stores for store locations. For questions or concerns, visit Spectrum.net/support.



Invoice Number: 074990501092621
Account Number: 0050749905-01
Security Code:

Contact Us
Questions about your bill or services?
Visit SpectrumBusiness.net or call **1-888-812-2591**
7635 1410 NO RP 26 09262021 NNNNNN 01 998918

The following taxes, fees and surcharges are included in the price of the applicable service - Federal USF \$4.82, Florida Local CST \$4.16, Florida State CST \$3.40, Florida CST \$1.74, Sales Tax \$0.07.

Voice Fees and Charges - These include charges, to recover or defray government fees imposed on Spectrum, and certain other costs related to Spectrum's Voice service, including a Federal Universal Service Charge and, if applicable, a State Universal Service Charge to recover amounts Spectrum must pay to support affordable telephone service, and may include a state Telecommunications Relay Service Fee to support relay services for hearing and speech impaired customers. Please note that these charges are not taxes and are subject to change. For more information, visit spectrum.net/taxesandfees.

Billing Practices - Spectrum Enterprise mails monthly, itemized invoices for all monthly services in advance. A full payment is required on or before the due date indicated on this invoice. Payments made after the indicated due date may result in a late payment processing charge. Failure to pay could result in the disconnection of all your Spectrum Business service(s). Disconnection of Business Voice service may also result in the loss of your phone number.

Changing Business Locations - Please contact Spectrum Enterprise before moving your Business Voice modem to a new address. To establish service at your new location or return equipment, please contact your Spectrum Enterprise Account Executive at least twenty one (21) business days prior to your move.

Authorization to Convert your Check to an Electronic Funds Transfer Debit - For your convenience, if you provide a check as payment, you authorize Spectrum Enterprise to use the information from your check to make a one-time electronic funds transfer from your account. If you have any questions, please call our office at the telephone number on the front of this invoice. To assist you in future payments, your bank or credit card account information may be electronically stored in our system in a secure, encrypted manner.

Video Closed Captioning Inquiries - Spectrum provided set-top boxes for video consumption support the ability for the user to enable or disable Closed Captions for customers with hearing impairment.

For immediate closed captioning concerns, call 1-855-707-7328 or email closedcaptioningsupport@charter.com.

To report a complaint on an ongoing closed captioning issue, please send your concerns via US Mail to W. Wesselman, Sr. Director, 2 Digital Place, Simpsonville, SC 29681, send a fax to 1-704-697-4935, call 1-877-276-7432 or email closedcaptioningissues@charter.com.

Spectrum Voice Provider - Spectrum Advanced Services, LLC



September 26, 2021



Invoice Number:
Account Number:
Security Code:

TOWN OF KINDRED COMMUNITY
074990501092621
0050749905-01

Contact Us

Questions about your bill or services?

Visit SpectrumBusiness.net or call **1-888-812-2591**

7635 1410 NO RP 26 09262021 NNNNNN 01 998918



Strada Services, Inc.
3400 St. Johns Parkway
Sanford, FL 32771

Ph: (877) 906-1113
Fax: (407) 585-1002

Invoice ID: 647566
Invoice Date: 07-31-2021
Customer ID: TOKI001
Purchase Order: Direct Bill
Project ID: 21-1201-1101

To:
Town of Kindred CDD
3434 Colwell Ave
STE 200
Tampa, FL 33614

Job Location:
Town of Kindred CDD
1450 Diamond Loop Dr
Kissimmee, FL 34744

Lot Number
Subdivision

<u>Item</u>	<u>Description</u>	<u>Amount</u>
1	Replace One (1) Existing 125 Amp Pool Vac-Pac Panel with new panel and new breakers for all pool equipment due to "Burn" Buss bars. Pump Motor breakers were undersized per NEC code requirements, causing	1,902.57

Date Rec'd Rizzetta & Co., Inc. 08/06/2021
D/M approval RA Date 8/18/21
Date entered 08/13/2021
Fund 001 GL 57200 OC 4507
Check # _____

Amount Due \$1,902.57

ALL INVOICES ARE DUE NET 7 DAYS, SERVICE CHARGE 1% After 8 day UOA.
Pricing includes installation fee where applicable.

Strada Services, Inc.
3400 St. Johns Parkway
Sanford, FL 32771

Ph: (877) 906-1113
Fax: (407) 585-1002

Invoice ID: 647568
Invoice Date: 07-31-2021
Customer ID: TOKI001
Purchase Order: Direct Bill
Project ID: 21-1201-1102

To:
Town of Kindred CDD
3434 Colwell Ave
STE 200
Tampa, FL 33614

Job Location:
TOWN OF KINDRED CDD
19751 Partin Terrace Rd
Kissimmee, FL 34744

Lot Number
Subdivision

<u>Item</u>	<u>Description</u>	<u>Amount</u>
1	Replace One (1) Existing 125 Amp Pool Vac-Pac Panel with new panel and new breakers for all pool equipment due to "Burn" Buss bars. Replaced Two (2) Motor Starters and added Electronic Overload Relays to protect both 15 HP pump motors from over-current in case of voltage issues. Existing Motor Starters were breaking down due to heat build-up. Pump Motor breakers were undersized per NEC code requirements, causing overheating of the breakers and panel buss. This was a major cause of electric motor pump failures in the past.	3,244.31

Date Rec'd Rizzetta & Co., Inc. 08/06/2021
D/M approval RH Date 9/10/21
Date entered 08/13/2021
Fund 001 GL 57200 OC 4507
Check #

Amount Due \$3,244.31

ALL INVOICES ARE DUE NET 7 DAYS, SERVICE CHARGE 1% After 8 day UOA.
Pricing includes installation fee where applicable.

Strada Services, Inc.
3400 St. Johns Parkway
Sanford, FL 32771

Ph: (877) 906-1113
Fax: (407) 585-1002

Invoice ID: 647569
Invoice Date: 07-31-2021
Customer ID: TOKI001
Purchase Order: Direct Bill
Project ID: 21-1201-1213

To:
Town of Kindred CDD
3434 Colwell Ave
STE 200
Tampa, FL 33614

Job Location:
Town of Kindred CDD
19891 Red Canyon Dr
Kissimmee, FL 34744

Lot Number
Subdivision

<u>Item</u>	<u>Description</u>	<u>Amount</u>
1	Replace Two (2) Existing 125 Amp Pool Vac-Pac Panel with new panels and new breakers for all pool equipment due to "Burn" Buss bars. Pump Motor breakers were undersized per NEC code requirements, causing overheating of the breakers and panel buss. This was a major cause of electric motor pump failures in the past.	3,741.01

Date Rec'd Rizzetta & Co., Inc. 08/06/2021
D/M approval RH Date 9/10/21
Date entered 08/13/2021
Fund 001 GL 57200 OC 4507
Check # _____

Amount Due \$3,741.01

ALL INVOICES ARE DUE NET 7 DAYS, SERVICE CHARGE 1% After 8 day UOA.
Pricing includes installation fee where applicable.

Invoice

Bill To
<p>Town of Kindred Community Development District I c/o Rizzetta & Company 3434 Colwell Avenue, Suite 200 Tampa, FL 33614</p>

Quantity	Description	Rate	Amount
1	Landscape Management Services for the Month of September, 2021 Date Rec'd Rizzetta & Co., Inc. <u>09/08/2021</u> D/M approval <u>RH</u> Date <u>9/13/21</u> Date entered <u>09/10/2021</u> Fund <u>001</u> GL <u>53900</u> OC <u>4604</u> Check # _____	1,375.00	1,375.00
		Total	\$1,375.00

Month: Irrigation 9/21 Dated: 9/26/2021
For: 8/19/2021 - 9/19/2021 Due: 10/18/2021

Check # _____



Toho Water Authority
P.O. Box 30527
Tampa, Florida 33630-3527
www.tohowater.com

Bringing you life's most precious resource

Customer Service: (8am - 5pm) 407-944-5000

TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT

Service Address:
1900 BLOCK EVEN RED CANYON DRIVE

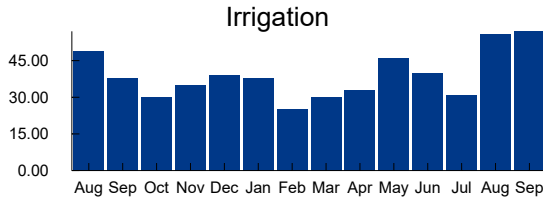
Account Number: 002604313-033033779
Past Due Amount: \$0.00
Current Charges: \$406.71
Total Amount Due: \$406.71

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
15011846	31	08/19/2021	1303	09/19/2021	1360	57

Previous Balance \$398.33
Payment(s) Received \$-398.33
Balance Forward \$0.00

Current Transaction(s)
Irrigation Base Charge \$6.05
Irrigation Usage \$400.66
Current Transaction Total \$406.71

Total Amount Due \$406.71



Please return this portion with your payment – Do not send cash through the mail

Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 10/18/21	Late Charge after 10/18/21	
002604313-033033779	\$0.00	\$406.71	\$20.34	\$406.71



Toho Water Authority
P.O. Box 30527
Tampa, Florida 33630-3527
www.tohowater.com

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Please Remit to

Toho Water Authority
P. O. Box 30527
Tampa, Florida 33630-3527



TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT
C/O RIZZETTA & COMPANY
8529 S PARK CIRCLE STE 330
ORLANDO FL 32819

0026043130330337790000406714





Toho Water Authority
P.O. Box 30527
Tampa, Florida 33630-3527
www.tohowater.com

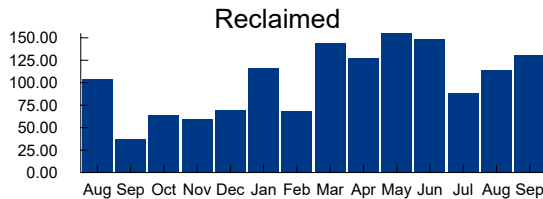
Bringing you life's most precious resource

Customer Service: (8am - 5pm) 407-944-5000

TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT

Service Address:
1800 HICKORY BLUFF EVEN ROAD

Account Number: 002604313-033097149
Past Due Amount: \$0.00
Current Charges: \$356.04
Total Amount Due: \$356.04



Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
17006481	31	08/19/2021	5073	09/19/2021	5204	131

Previous Balance \$299.26
Payment(s) Received \$-299.26
Balance Forward \$0.00

Current Transaction(s)
Reclaimed Base Charge \$18.50
Reclaimed Usage \$337.54
Current Transaction Total \$356.04

Total Amount Due \$356.04

Please return this portion with your payment – Do not send cash through the mail

Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 10/18/21	Late Charge after 10/18/21	
002604313-033097149	\$0.00	\$356.04	\$17.80	\$356.04



Toho Water Authority
P.O. Box 30527
Tampa, Florida 33630-3527
www.tohowater.com

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Please Remit to

Toho Water Authority
P. O. Box 30527
Tampa, Florida 33630-3527



TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT
C/O RIZZETTA & COMPANY
8529 S PARK CIRCLE STE 330
ORLANDO FL 32819

0026043130330971490000356040





Toho Water Authority
P.O. Box 30527
Tampa, Florida 33630-3527
www.tohowater.com

Bringing you life's most precious resource

Customer Service: (8am - 5pm) 407-944-5000

TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT

Service Address:
1400 DIAMOND LOOP EVEN DRIVE

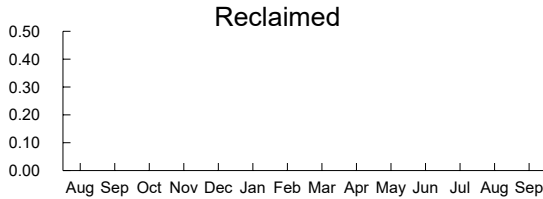
Account Number: 002604313-033087829
Past Due Amount: \$0.00
Current Charges: \$6.82
Total Amount Due: \$6.82

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
16004487	31	08/22/2021	2	09/22/2021	2	0

Previous Balance \$6.82
Payment(s) Received \$-6.82
Balance Forward \$0.00

Current Transaction(s)
Reclaimed Base Charge \$6.82
Current Transaction Total \$6.82

Total Amount Due \$6.82



Please return this portion with your payment – Do not send cash through the mail

Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 10/20/21	Late Charge after 10/20/21	
002604313-033087829	\$0.00	\$6.82	\$5.00	\$6.82



Toho Water Authority
P.O. Box 30527
Tampa, Florida 33630-3527
www.tohowater.com

Bringing you life's most precious resource

Please Remit to

Toho Water Authority
P. O. Box 30527
Tampa, Florida 33630-3527



TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT
C/O RIZZETTA & COMPANY
8529 S PARK CIRCLE STE 330
ORLANDO FL 32819

0026043130330878290000006825





Toho Water Authority
P.O. Box 30527
Tampa, Florida 33630-3527
www.tohowater.com

Bringing you life's most precious resource

Customer Service: (8am - 5pm) 407-944-5000

TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT

Service Address:
1400 DIAMOND LOOP EVEN DRIVE TRACT B

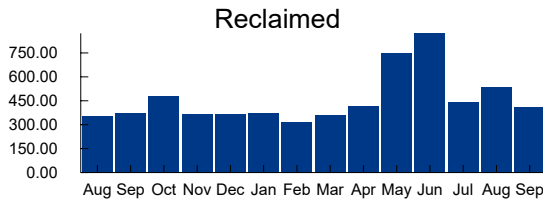
Account Number: 002604313-033102899
Past Due Amount: \$0.00
Current Charges: \$879.58
Total Amount Due: \$879.58

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
17000605	31	08/22/2021	20369	09/22/2021	20781	412

Previous Balance \$1,191.65
Payment(s) Received \$-1,191.65
Balance Forward \$0.00

Current Transaction(s)
Reclaimed Base Charge \$18.50
Reclaimed Usage \$861.08
Current Transaction Total \$879.58

Total Amount Due \$879.58



Please return this portion with your payment – Do not send cash through the mail

Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 10/20/21	Late Charge after 10/20/21	
002604313-033102899	\$0.00	\$879.58	\$43.98	\$879.58



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ORLANDO FL 32819

0026043130331028990000879587





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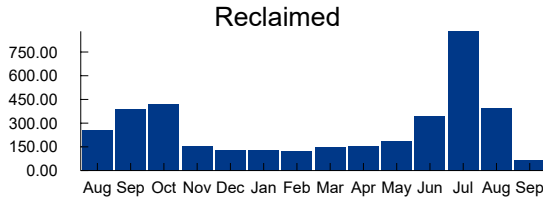
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TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT

Service Address:
1700 RANGER HIGHLANDS ROAD ODD BLOCK

Account Number: 002604313-033127809
Past Due Amount: \$0.00
Current Charges: \$158.53
Total Amount Due: \$158.53



Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
18000568	31	08/19/2021	11908	09/19/2021	11975	67

Previous Balance \$1,227.23
Payment(s) Received \$-1,227.23
Balance Forward \$0.00

Current Transaction(s)
Reclaimed Base Charge \$18.50
Reclaimed Usage \$140.03
Current Transaction Total \$158.53

Total Amount Due \$158.53

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Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 10/18/21	Late Charge after 10/18/21	
002604313-033127809	\$0.00	\$158.53	\$7.93	\$158.53



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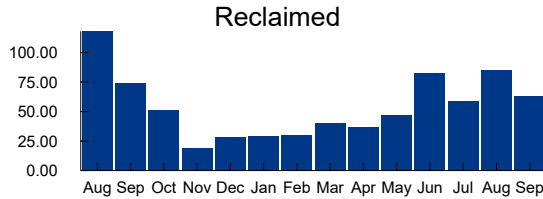
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TOWN OF KINDRED COMMUNITY
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Service Address:
1700 RANGER HIGHLANDS ROAD EVEN BLOCK

Account Number: 002604313-033127829
Past Due Amount: \$0.00
Current Charges: \$150.17
Total Amount Due: \$150.17



Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
18001582	31	08/19/2021	4136	09/19/2021	4199	63

Previous Balance \$196.15
Payment(s) Received \$-196.15
Balance Forward \$0.00

Current Transaction(s)
Reclaimed Base Charge \$18.50
Reclaimed Usage \$131.67
Current Transaction Total \$150.17

Total Amount Due \$150.17

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Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 10/18/21	Late Charge after 10/18/21	
002604313-033127829	\$0.00	\$150.17	\$7.51	\$150.17



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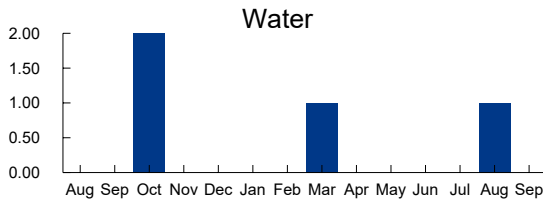
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TOWN OF KINDRED COMMUNITY
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Service Address:
1700 RANGER HIGHLANDS ROAD FOUNTAIN

Account Number: 002604313-033153359
Past Due Amount: \$0.00
Current Charges: \$6.05
Total Amount Due: \$6.05



Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
18011196	31	08/19/2021	6	09/19/2021	6	0
Previous Balance						\$7.99
Payment(s) Received						\$-7.99
Balance Forward						\$0.00
Current Transaction(s)						
Water Base Charge						\$6.05
Current Transaction Total						\$6.05
Total Amount Due						\$6.05

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Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 10/18/21	Late Charge after 10/18/21	
002604313-033153359	\$0.00	\$6.05	\$5.00	\$6.05



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Town of Kindred CDD
Toho Water Summary II
Month: Irrigation 8/21 Dated: 09/7/2021
For: 07/29/21 - 08/29/21 - Due: 9/28/2021

<u>Account</u>	<u>Location</u>	<u>Service Address</u>	<u>Code</u>	<u>Amount</u>
002604313-001297440	IRRIGATION - Water	1300 A Cross-Prairie Parkway Blk Odd	001-53600 4302 \$	18.50
002604313-001297450	IRRIGATION - Water	1300 B Cross-Prairie Parkway Blk Odd	001-53600 4302 \$	282.19
002604313-001297460	IRRIGATION - Water	1400 Silverado Flats St-Blk Even	001-53600 4302 \$	164.80
002604313-001297470	IRRIGATION - Water	1900 A Shiloh Brook St-Blk Even	001-53600 4302 \$	198.24
002604313-001297480	IRRIGATION - Water	1900 B Shiloh Brook St-Blk Even	001-53600 4302 \$	181.52
002604313-001297490	IRRIGATION - Water	1900 Shiloh Brook St Blk Even	001-53600 4302 \$	11.36
002604313-001297500	IRRIGATION - Water	1900 Red Canyon Dr B-Blk Even	001-53600 4302 \$	853.41
002604313-001297510	IRRIGATION - Water	1900 Partin Terrace Rd Block Odd	001-53600 4302 \$	19.12
002604313-033087499	IRRIGATION - Water	1450 Diamond Loop Drive	001-53600 4302 \$	572.94
002604313-033087509	IRRIGATION - POOL	1450 Diamond Loop Drive	001-53600 4302 \$	715.52
002604313-033097139	IRRIGATION - Water	1800 Partin Terrance Even Rd.	001-53600 4302 \$	145.99
002604313-033101209	IRRIGATION - Water	1800 Partin Terrance Odd Rd. Track G	001-53600 4302 \$	6.82
002604313-033101219	IRRIGATION - Water	1800 Partin Terrance Even Rd. Track B	001-53600 4302 \$	6.82
002604313-033149269	IRRIGATION - Water	1400 Taos Ave. Odd	001-53600 4302 \$	173.16
002604313-033153399	IRRIGATION - Water	1700 Brockridge Block Odd Rd. Fountain	001-53600 4302 \$	6.05
002604313-033169939	IRRIGATION - Water	1400 Pueblo Lane Even Block	001-53600 4302 \$	6.05
002604313-033149279	IRRIGATION - Water	1800 Red Canyon Dr. Even	001-53600 4302 \$	1,162.13
002604313-033282999	IRRIGATION - Water	1700 Block Even Red Canyon Dr	001-53600 4302 \$	530.16
002604313-033284889	IRRIGATION - Water	1700 Block Even Copinger Terrace	001-53600 4302 \$	177.34
002604313-033284909	IRRIGATION - Water	1400 Block Even Riverboat Dr	001-53600 4302 \$	156.44
Water-Sewer Combination Services-Utility Services			001 53600-4302 \$	5,388.56



Date Rec'd Rizzetta & Co., Inc. 09/10/2021
D/M approval RH Date 9/13/21
Date entered 09/10/2021
Fund 001 GL 53600 OC 4302
Check # _____



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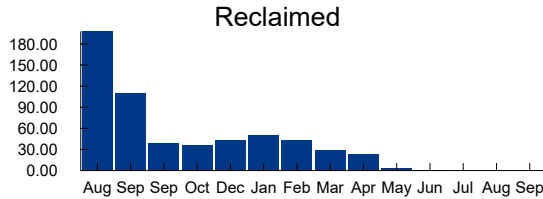
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Service Address:
1300 A CROSS PRAIRIE PARKWAY BLK ODD

Account Number: 002604313-001297440
Past Due Amount: \$0.00
Current Charges: \$18.50
Total Amount Due: \$18.50



Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
79742175	31	08/02/2021	11979	09/02/2021	11979	0

Previous Balance \$18.50
Payment(s) Received \$-18.50
Balance Forward \$0.00

Current Transaction(s)
Reclaimed Base Charge \$18.50
Current Transaction Total \$18.50

Total Amount Due \$18.50



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Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 09/30/21	Late Charge after 09/30/21	
002604313-001297440	\$0.00	\$18.50	\$5.00	\$18.50

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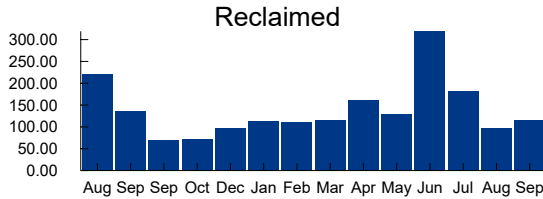
Account Number: 002604313-001297450
Past Due Amount: \$0.00
Current Charges: \$282.19
Total Amount Due: \$282.19

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
79742179	31	08/02/2021	14057	09/02/2021	14173	116

Previous Balance \$223.32
Payment(s) Received \$-223.32
Balance Forward \$0.00

Current Transaction(s)
Reclaimed Base Charge \$18.50
Reclaimed Usage \$263.69
Current Transaction Total \$282.19

Total Amount Due \$282.19



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Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 09/30/21	Late Charge after 09/30/21	
002604313-001297450	\$0.00	\$282.19	\$14.11	\$282.19



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Service Address:
1400 SILVERADO FLATS ST BLK EVEN

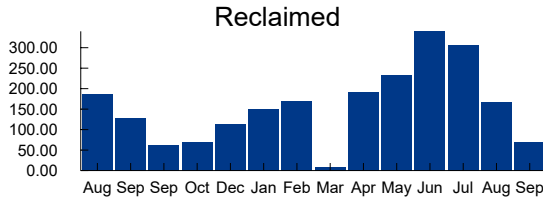
Account Number: 002604313-001297460
Past Due Amount: \$0.00
Current Charges: \$164.80
Total Amount Due: \$164.80

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
80316764	31	08/02/2021	28312	09/02/2021	28382	70

Previous Balance \$367.53
Payment(s) Received \$-367.53
Balance Forward \$0.00

Current Transaction(s)
Reclaimed Base Charge \$18.50
Reclaimed Usage \$146.30
Current Transaction Total \$164.80

Total Amount Due \$164.80



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Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 09/30/21	Late Charge after 09/30/21	
002604313-001297460	\$0.00	\$164.80	\$8.24	\$164.80



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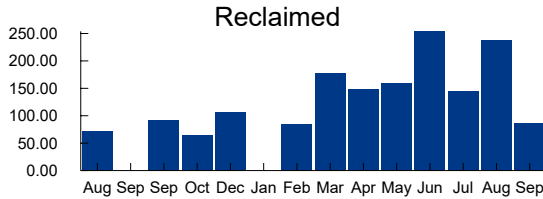
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TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT

Service Address:
1900 A SHILOH BROOK ST BLK EVEN

Account Number: 002604313-001297470
Past Due Amount: \$0.00
Current Charges: \$198.24
Total Amount Due: \$198.24



Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
80316768	31	08/02/2021	24900	09/02/2021	24986	86

Previous Balance \$730.88
Payment(s) Received \$-730.88
Balance Forward \$0.00

Current Transaction(s)
Reclaimed Base Charge \$18.50
Reclaimed Usage \$179.74
Current Transaction Total \$198.24

Total Amount Due \$198.24

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Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 09/30/21	Late Charge after 09/30/21	
002604313-001297470	\$0.00	\$198.24	\$9.91	\$198.24



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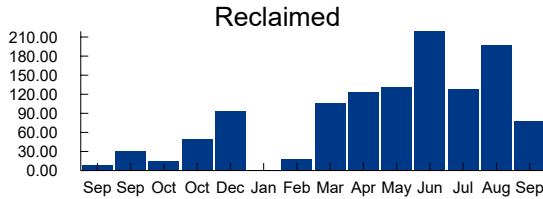
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TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT

Service Address:
1900 B SHILOH BROOK ST BLK EVEN

Account Number: 002604313-001297480
Past Due Amount: \$0.00
Current Charges: \$181.52
Total Amount Due: \$181.52



Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
80316770	31	08/02/2021	18173	09/02/2021	18251	78

Previous Balance \$538.98
Payment(s) Received \$-538.98
Balance Forward \$0.00

Current Transaction(s)
Reclaimed Base Charge \$18.50
Reclaimed Usage \$163.02
Current Transaction Total \$181.52

Total Amount Due \$181.52

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Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 09/30/21	Late Charge after 09/30/21	
002604313-001297480	\$0.00	\$181.52	\$9.08	\$181.52



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Service Address:
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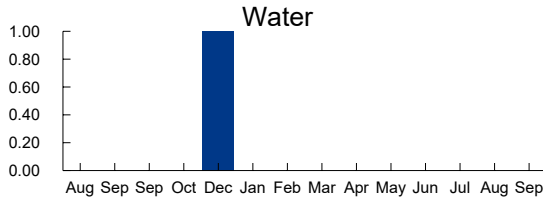
Account Number: 002604313-001297490
Past Due Amount: \$0.00
Current Charges: \$11.36
Total Amount Due: \$11.36

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
15019376	31	08/02/2021	2	09/02/2021	2	0

Previous Balance \$11.36
Payment(s) Received \$-11.36
Balance Forward \$0.00

Current Transaction(s)
Water Base Charge \$11.36
Current Transaction Total \$11.36

Total Amount Due \$11.36



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Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 09/30/21	Late Charge after 09/30/21	
002604313-001297490	\$0.00	\$11.36	\$5.00	\$11.36



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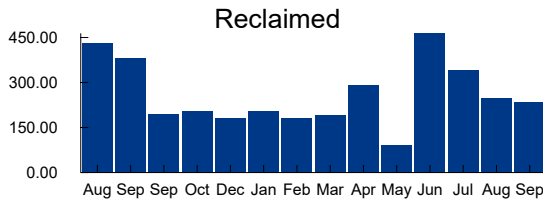
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TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT

Service Address:
1900 RED CANYON DRIVE RCLM MTR

Account Number: 002604313-001297500
Past Due Amount: \$0.00
Current Charges: \$853.41
Total Amount Due: \$853.41



Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
80316769	31	08/02/2021	32507	09/02/2021	32741	234

Previous Balance \$928.86
Payment(s) Received \$-928.86
Balance Forward \$0.00

Current Transaction(s)
Reclaimed Base Charge \$18.50
Reclaimed Usage \$834.91
Current Transaction Total \$853.41

Total Amount Due \$853.41

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Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 09/30/21	Late Charge after 09/30/21	
002604313-001297500	\$0.00	\$853.41	\$42.67	\$853.41



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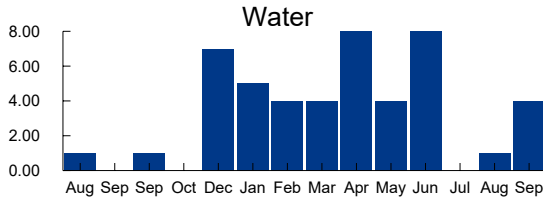
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TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT

Service Address:
1900 PARTIN TERRACE ROAD BLK ODD

Account Number: 002604313-001297510
Past Due Amount: \$0.00
Current Charges: \$19.12
Total Amount Due: \$19.12



Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
16001723	31	08/02/2021	357	09/02/2021	361	4

Previous Balance \$13.30
Payment(s) Received \$-13.30
Balance Forward \$0.00

Current Transaction(s)
Water Base Charge \$11.36
Water Usage \$7.76
Current Transaction Total \$19.12

Total Amount Due \$19.12

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Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 09/30/21	Late Charge after 09/30/21	
002604313-001297510	\$0.00	\$19.12	\$5.00	\$19.12



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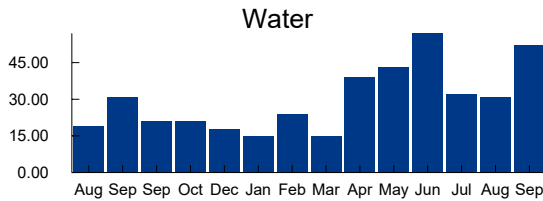
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TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT

Service Address:
1450 DIAMOND LOOP DRIVE

Account Number: 002604313-033087499
Past Due Amount: \$0.00
Current Charges: \$572.94
Total Amount Due: \$572.94



Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
16001745	31	08/02/2021	1362	09/02/2021	1414	52

Previous Balance \$395.49
Payment(s) Received \$-395.49
Balance Forward \$0.00

Current Transaction(s)
Water Base Charge \$30.83
Water Usage \$100.88
Wastewater Base Charge \$102.71
Wastewater Usage \$338.52
Current Transaction Total \$572.94

Total Amount Due \$572.94

Please return this portion with your payment – Do not send cash through the mail

Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 09/30/21	Late Charge after 09/30/21	
002604313-033087499	\$0.00	\$572.94	\$28.65	\$572.94



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ORLANDO FL 32819

0026043130330874990000572940





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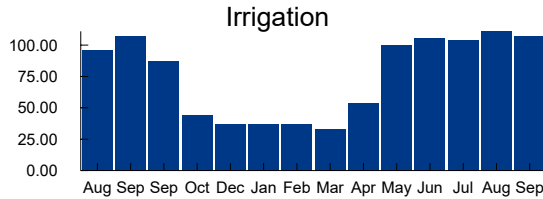
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TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT

Service Address:
1450 DIAMOND LOOP DRIVE POOL

Account Number: 002604313-033087509
Past Due Amount: \$0.00
Current Charges: \$715.52
Total Amount Due: \$715.52



Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
17005488	31	08/02/2021	2429	09/02/2021	2536	107

Previous Balance \$749.04
Payment(s) Received \$-749.04
Balance Forward \$0.00

Current Transaction(s)
Irrigation Base Charge \$11.36
Irrigation Usage \$704.16
Current Transaction Total \$715.52

Total Amount Due \$715.52

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Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 09/30/21	Late Charge after 09/30/21	
002604313-033087509	\$0.00	\$715.52	\$35.78	\$715.52



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0026043130330875090000715521





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TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT

Service Address:
1800 PARTIN TERRACE EVEN ROAD

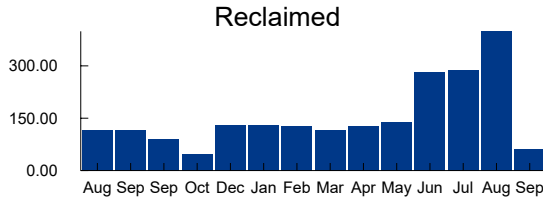
Account Number: 002604313-033097139
Past Due Amount: \$0.00
Current Charges: \$145.99
Total Amount Due: \$145.99

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
17006513	31	08/02/2021	10112	09/02/2021	10173	61

Previous Balance \$1,122.02
Payment(s) Received \$-1,122.02
Balance Forward \$0.00

Current Transaction(s)
Reclaimed Base Charge \$18.50
Reclaimed Usage \$127.49
Current Transaction Total \$145.99

Total Amount Due \$145.99



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Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 09/30/21	Late Charge after 09/30/21	
002604313-033097139	\$0.00	\$145.99	\$7.30	\$145.99



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Service Address:
1800 PARTIN TERRACE ODD ROAD TRACT G

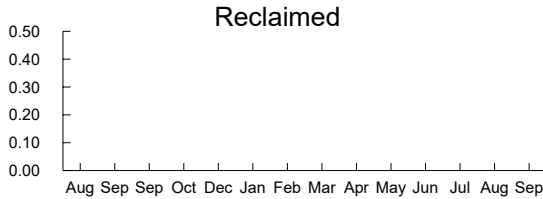
Account Number: 002604313-033101209
Past Due Amount: \$0.00
Current Charges: \$6.82
Total Amount Due: \$6.82

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
17008613	31	08/02/2021	1	09/02/2021	1	0

Previous Balance \$6.82
Payment(s) Received \$-6.82
Balance Forward \$0.00

Current Transaction(s)
Reclaimed Base Charge \$6.82
Current Transaction Total \$6.82

Total Amount Due \$6.82



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Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 09/30/21	Late Charge after 09/30/21	
002604313-033101209	\$0.00	\$6.82	\$5.00	\$6.82



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0026043130331012090000006824





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DEVELOPMENT DISTRICT

Service Address:
1800 PARTIN TERRACE EVEN ROAD TRACT B

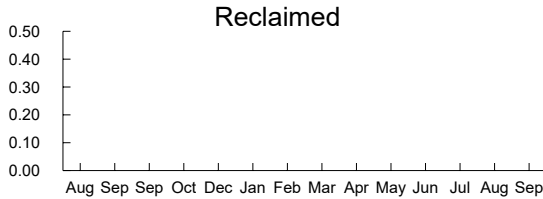
Account Number: 002604313-033101219
Past Due Amount: \$0.00
Current Charges: \$6.82
Total Amount Due: \$6.82

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
17008597	31	08/02/2021	1	09/02/2021	1	0

Previous Balance \$6.82
Payment(s) Received \$-6.82
Balance Forward \$0.00

Current Transaction(s)
Reclaimed Base Charge \$6.82
Current Transaction Total \$6.82

Total Amount Due \$6.82



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Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 09/30/21	Late Charge after 09/30/21	
002604313-033101219	\$0.00	\$6.82	\$5.00	\$6.82



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0026043130331012190000006822





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TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT

Service Address:
1400 TAOS AVENUE ODD

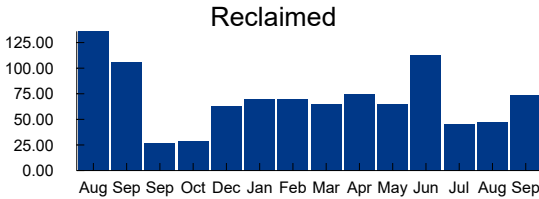
Account Number: 002604313-033149269
Past Due Amount: \$0.00
Current Charges: \$173.16
Total Amount Due: \$173.16

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
18008540	31	08/02/2021	2858	09/02/2021	2932	74

Previous Balance \$116.73
Payment(s) Received \$-116.73
Balance Forward \$0.00

Current Transaction(s)
Reclaimed Base Charge \$18.50
Reclaimed Usage \$154.66
Current Transaction Total \$173.16

Total Amount Due \$173.16



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Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 09/30/21	Late Charge after 09/30/21	
002604313-033149269	\$0.00	\$173.16	\$8.66	\$173.16

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0026043130331492690000173166





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TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT

Service Address:
1700 BROCKRIDGE ROAD FOUNTAIN

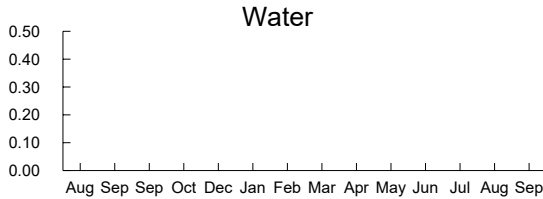
Account Number: 002604313-033153399
Past Due Amount: \$0.00
Current Charges: \$6.05
Total Amount Due: \$6.05

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
18007704	31	08/02/2021	0	09/02/2021	0	0

Previous Balance \$6.05
Payment(s) Received \$-6.05
Balance Forward \$0.00

Current Transaction(s)
Water Base Charge \$6.05
Current Transaction Total \$6.05

Total Amount Due \$6.05



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Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 09/30/21	Late Charge after 09/30/21	
002604313-033153399	\$0.00	\$6.05	\$5.00	\$6.05



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0026043130331533990000006056





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Service Address:
1400 PUEBLO LANE EVEN BLOCK

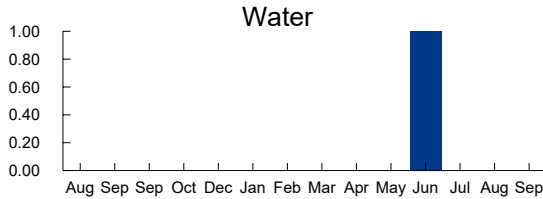
Account Number: 002604313-033169939
Past Due Amount: \$0.00
Current Charges: \$6.05
Total Amount Due: \$6.05

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
18010740	31	08/02/2021	1	09/02/2021	1	0

Previous Balance \$6.05
Payment(s) Received \$-6.05
Balance Forward \$0.00

Current Transaction(s)
Water Base Charge \$6.05
Current Transaction Total \$6.05

Total Amount Due \$6.05



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Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 09/30/21	Late Charge after 09/30/21	
002604313-033169939	\$0.00	\$6.05	\$5.00	\$6.05



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0026043130331699390000006059





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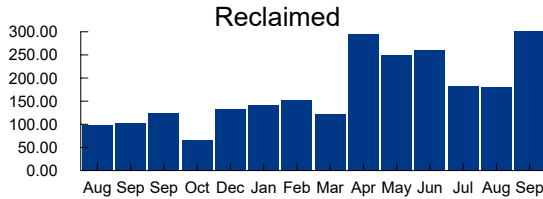
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TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT

Service Address:
1800 RED CANYON DRIVE

Account Number: 002604313-033149279
Past Due Amount: \$0.00
Current Charges: \$1,162.13
Total Amount Due: \$1,162.13



Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
18006896	31	08/02/2021	7500	09/02/2021	7801	301

Previous Balance \$558.53
Payment(s) Received \$-558.53
Balance Forward \$0.00

Current Transaction(s)
Reclaimed Base Charge \$18.50
Reclaimed Usage \$1,143.63
Current Transaction Total \$1,162.13

Total Amount Due \$1,162.13

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Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 09/30/21	Late Charge after 09/30/21	
002604313-033149279	\$0.00	\$1,162.13	\$58.11	\$1,162.13



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0026043130331492790001162133





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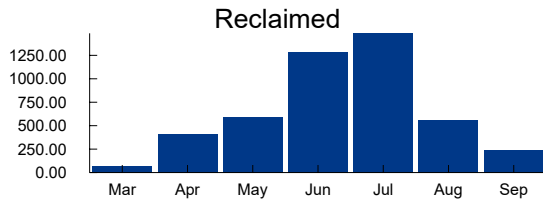
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TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT

Service Address:
1700 BLOCK EVEN RED CANYON DRIVE

Account Number: 002604313-033282999
Past Due Amount: \$0.00
Current Charges: \$530.16
Total Amount Due: \$530.16



Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
19006219	31	08/02/2021	4411	09/02/2021	4653	242

Previous Balance \$2,139.76
Payment(s) Received \$-2,139.76
Balance Forward \$0.00

Current Transaction(s)
Reclaimed Base Charge \$18.50
Reclaimed Usage \$511.66
Current Transaction Total \$530.16

Total Amount Due \$530.16

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Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 09/30/21	Late Charge after 09/30/21	
002604313-033282999	\$0.00	\$530.16	\$26.51	\$530.16



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0026043130332829990000530163





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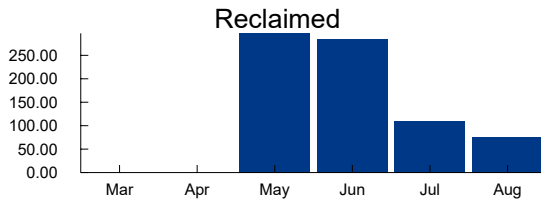
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TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT

Service Address:
1700 BLOCK EVEN COPINGER TERRACE

Account Number: 002604313-033284889
Past Due Amount: \$0.00
Current Charges: \$177.34
Total Amount Due: \$177.34



Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
16006572	31	07/29/2021	691	08/29/2021	767	76

Previous Balance \$248.40
Payment(s) Received \$-248.40
Balance Forward \$0.00

Current Transaction(s)
Reclaimed Base Charge \$18.50
Reclaimed Usage \$158.84
Current Transaction Total \$177.34

Total Amount Due \$177.34

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Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 09/28/21	Late Charge after 09/28/21	
002604313-033284889	\$0.00	\$177.34	\$8.87	\$177.34



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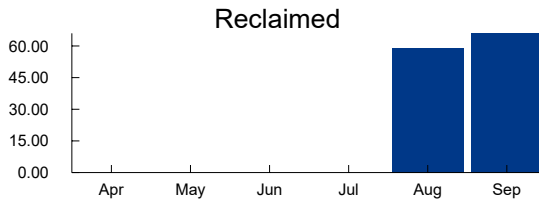
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TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT

Service Address:
1400 BLOCK EVEN RIVERBOAT DRIVE

Account Number: 002604313-033284909
Past Due Amount: \$0.00
Current Charges: \$156.44
Total Amount Due: \$156.44



Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
16006564	31	08/02/2021	59	09/02/2021	125	66
Previous Balance						\$97.31
Payment(s) Received						\$-97.31
Balance Forward						\$0.00
Current Transaction(s)						
Reclaimed Base Charge						\$18.50
Reclaimed Usage						\$137.94
Current Transaction Total						\$156.44
Total Amount Due						\$156.44

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Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 09/30/21	Late Charge after 09/30/21	
002604313-033284909	\$0.00	\$156.44	\$7.82	\$156.44



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0026043130332849090000156444





WASTE CONNECTIONS OF FLORIDA
ORLANDO HAULING
1099 MILLER DRIVE
ALTAMONTE SPRINGS, FL 32701-2069
DISTRICT NO. 6460

PAGE 1

ACCOUNT NO. 6460-133920
INVOICE NO. 1354233
STATEMENT DATE 09/25/21
DUE DATE 10/02/21
BILLING PERIOD 11-11

TOWN OF KINDRED CDD
C/O RIZZETTA & COMPANY
8529 S PARK CIR STE # 330
ORLANDO, FL 32819

FOR ASSISTANCE CALL
Customer Service (407) 261-5000
One Time Payments (855) 569-2719

INVOICE STATEMENT

Date	Description	Amount
	Contract No: #00550525	
	Previous Balance	\$ 206.25
09/25/21	INTEREST CHARGE 1.00 IN223102	\$ 3.09
	Service Location TOWN OF KINDRED CDD	
	Acct #133920-0001 1450 DIAMOND LOOP DR KISSIMMEE,	
09/25/21	BASIC SERVICE CHARGE 1.00 8.00YD	\$ 206.25
	10/1/2021-10/31/2021	
	Invoice Total	\$ 209.34
	Account Balance	\$ 415.59

****To avoid late fees, payment must be posted to your account within 30 days of your invoice date. ****
Bank returned checks will be electronically re-presented to your bank and you may be responsible for a resulting processing fee.

A message regarding Coronavirus (COVID-19) Dear Customer: Our number one value is the safety of our employees, customers, and the communities we serve. We are closely monitoring the current situation and are following guidance from the CDC, and our state and local public health officials. We recognize that the COVID-19 outbreak has tremendous unknowns which, together with potential staffing challenges, could cause unanticipated service delays, service interruptions, or unusually high call volumes. We provide an essential service within our communities and strive to meet our customer commitments. We have developed and implemented business continuity plans to ensure our operations run as effectively as possible during this unique period in order to keep our commitment to provide the best possible service in a courteous, effective manner, and show respect and gratitude for those we are fortunate to serve. Thank you

Date Rec'd Rizzetta & Co., Inc. 09/28/2021
D/M approval RH Date 10/4/21
Date entered 10/01/2021
Fund 001 GL 53400 OC 4305
Check # NNNNNNNNNY

Please remit to the address below and return your remit stub with your payment.



WASTE CONNECTIONS OF FLORIDA
ORLANDO HAULING
1099 MILLER DRIVE
ALTAMONTE SPRINGS, FL 32701-2069

ACCOUNT NO. 6460-133920
INVOICE NO. 1354233
STATEMENT DATE 09/25/21
DUE DATE 10/02/21
PAY THIS AMOUNT 415.59

WRITE
AMOUNT
PAID \$

TOWN OF KINDRED CDD
C/O RIZZETTA & COMPANY
8529 S PARK CIR STE # 330
ORLANDO, FL 32819

MAIL PAYMENT TO:
WASTE CONNECTIONS OF FLORIDA
ORLANDO HAULING
1099 MILLER DRIVE
ALTAMONTE SPRINGS, FL 32701-2069

TAB 3

RESOLUTION 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED GENERAL FUND BUDGET FOR FISCAL YEAR 2020/2021, PROVIDING FOR APPROPRIATIONS; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 18, 2020, the Board of Supervisors ("**Board**") of the Town of Kindred Community Development District ("**District**") adopted Resolution 2020-07 providing for the adoption of the District's fiscal year 2020/2021 annual budget ("**Budget**"); and

WHEREAS, the District Manager, at the direction of the Board, has prepared an amended Budget, to reflect changes in the actual appropriations of the Budget; and

WHEREAS, Chapter 189, *Florida Statutes*, and Section 3 of Resolution 2020-07 authorize the Board to amend the Budget; and

WHEREAS, the Board finds that it is in the best interest of the District and its landowners to amend the Budget to reflect the actual appropriations.

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

1. BUDGET AMENDMENT.

- a. The Board has reviewed the District Manager's proposed amended Budget, copies of which are on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The amended Budget attached hereto as **Exhibit "A"** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of section 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, "**Adopted Annual Budget**") may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for fiscal year 2020/2021.
- c. The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as "The Adopted Budget

for the Town of Kindred Community Development District for the fiscal year ending September 30, 2021 as amended and adopted by the Board of Supervisors effective November 30, 2021.”

2. APPROPRIATIONS. There is hereby appropriated out of the revenues of the District, the fiscal year beginning October 1, 2020, and ending September 30, 2021, the sums set forth below, raised by the levy of special assessments and otherwise, which sums are deemed by the Board of Supervisors 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	<u>\$968,647</u>
TOTAL ALL FUNDS	<u>\$1,471,791.40</u>

3. CONFLICTS. This Resolution is intended to amend, in part, Resolution 2020-07, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2020-07 that are not amended by this Resolution apply to the Adopted Annual Budget as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

4. 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.

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

Introduced, considered favorably, and adopted this 30th day of November 2021.

ATTEST:

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

☐ Chairman ☐ Vice Chairman
Board of Supervisors

Exhibit A: Amended Fiscal Year 2020/2021 Budget

**Proposed Amended Budget
Town of Kindred Community Development District
General Fund
Fiscal Year 2020/21**

Chart of Accounts Classification	Budget for 2020/2021	Proposed Amended Budget
REVENUES		
Special Assessments		
Tax Roll*	741,618	741,618
Off Roll*	127,029	127,029
Miscellaneous Revenues	5,000	5,000
TOTAL REVENUES	\$ 873,647	\$ 873,647
Balance Forward from Prior Year	\$ -	95,000
TOTAL REVENUES AND BALANCE FORWARD	\$ 873,647	\$ 968,647
EXPENDITURES - ADMINISTRATIVE		
Financial & Administrative		
Administrative Services	\$ 4,500	\$ 4,500
District Management	\$ 22,500	\$ 22,500
District Engineer	\$ 4,500	\$ 4,500
Disclosure Report	\$ 6,000	\$ 6,000
Trustees Fees	\$ 8,620	\$ 8,620
Assessment Roll	\$ 5,000	\$ 5,000
Financial & Revenue Collections	\$ 4,500	\$ 4,500
Accounting Services	\$ 20,100	\$ 20,100
Auditing Services	\$ 3,900	\$ 3,900
Arbitrage Rebate Calculation	\$ 1,000	\$ 1,000
Public Officials Liability Insurance	\$ 2,791	\$ 2,791
Legal Advertising	\$ 2,500	\$ 2,500
Dues, Licenses & Fees	\$ 437	\$ 437
Website Hosting, Maintenance, Backup	\$ 4,300	\$ 4,300
Legal Counsel		
District Counsel	\$ 15,000	\$ 30,000
Administrative Subtotal	\$ 105,648	\$ 120,648
EXPENDITURES - FIELD OPERATIONS		
Security Operations		
Security Services and Patrols	\$ 20,200	\$ 20,200
Security & Fire Monitoring Services	\$ 1,500	\$ 1,500
Electric Utility Services		
Utility Services	\$ 65,000	\$ 80,000
Street Lights	\$ 70,000	\$ 70,000
Garbage/Solid Waste Control Services		
Garbage - Recreation Facility	\$ 2,000	\$ 2,000
Water-Sewer Combination Services		
Utility Services	\$ 140,000	\$ 140,000

**Proposed Amended Budget
Town of Kindred Community Development District
General Fund
Fiscal Year 2020/21**

Chart of Accounts Classification	Budget for 2020/2021	Proposed Amended Budget
Stormwater Control		
Aquatic Maintenance	\$ 9,000	\$ 9,000
Fountain Repairs & Maintenance	\$ 3,000	\$ 3,000
Other Physical Environment		
General Liability/Property Insurance	\$ 18,721	\$ 18,721
Entry & Walls Maintenance	\$ 550	\$ 550
Landscape Maintenance	\$ 226,224	\$ 240,000
Irrigation Repairs	\$ 10,000	\$ 10,000
Landscape - Mulch	\$ 27,000	\$ 27,000
Landscape Replacement Plants, Shrubs, Trees	\$ 20,000	\$ 55,000
Parks & Recreation		
Management Contract	\$ 63,996	\$ 63,996
Pool Permits	\$ 325	\$ 325
Pest Control	\$ 1,755	\$ 1,755
Fitness Equipment Maintenance & Repairs	\$ 2,450	\$ 2,450
Clubhouse - Facility Janitorial Service	\$ 20,000	\$ 20,000
Pool/Fountain Service Contract	\$ 40,860	\$ 40,860
Pool Repairs	\$ 1,000	\$ 13,000
Sidewalk Maintenance & Repair	\$ 1,500	\$ 1,500
Furniture Repair/Replacement	\$ 1,250	\$ 1,250
Playground Equipment and Maintenance	\$ 1,070	\$ 1,070
Athletic/Park Court/Field Repairs	\$ 1,100	\$ 1,100
Cable Television, Internet & Telephone	\$ 3,300	\$ 3,300
Access Control Maintenance & Repair	\$ 2,000	\$ 2,000
Dog Waste Station Supplies	\$ 2,376	\$ 2,376
Special Events		
Special Events/Lifestyle	\$ 5,000	\$ 5,000
Contingency		
Miscellaneous Contingency	\$ 6,822	\$ 11,046
Field Operations Subtotal	\$ 767,999	\$ 847,999
TOTAL EXPENDITURES	\$ 873,647	\$ 968,647
EXCESS OF REVENUES OVER	\$ 0	\$ 0

TAB 4

RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Kindred Community Development District (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, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District (“Board”) accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

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

SECTION 1. The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 30th day of November, 2021.

ATTEST:

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

EXHIBIT A

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures

**In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes***

November 30, 2021

Town of Kindred Community Development District
Prompt Payment Policies and Procedures

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Town of Kindred Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is [REDACTED]. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone (407) 472-2471, email rhernandez@rizzetta.com).

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District’s Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. Mailing and Drop Off Address

Town of Kindred Community Development District
8529 South Park Circle, Suite 330
Orlando, Florida 32819
Attn: Richard Hernandez, District Manager

2. Email Address

rhernandez@rizzetta.com

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. Receipt of Proper Invoice

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

2. Receipt of Improper Invoice

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:

- a. On which delivery of personal property is fully accepted by the District;
- b. On which services are completed and accepted by the District;
- c. On which the contracted rental period begins (if applicable); or
- d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

3. Rejection of an Improper Invoice

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date

the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

- 1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

TAB 5

**CONSENT TO ASSIGNMENT OF THE
CONTRACT FOR PROFESSIONAL TECHNOLOGY SERVICES BY
AND BETWEEN TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT
AND RIZZETTA TECHNOLOGY SERVICES, LLC. TO
RIZZETTA & COMPANY**

THIS ASSIGNMENT AND AMENDMENT (“Assignment”) is made and entered into this 30th day of November, 2021 by and between, Rizzetta Technology Services, LLC., 3434 Colwell Avenue, Suite 200, Tampa, FL 33614 (“**Assignor**”); and Rizzetta & Company, a Florida Corporation, whose mailing address is 3434 Colwell Ave, Suite 200, Tampa FL 33614 (“**Assignee**”); and Town of Kindred Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Osceola County, Florida, whose address is 8529 Southpark Circle, Suite 330, Orlando, Florida 32819 (the “**District**”).

RECITALS

WHEREAS, Assignor and the District previously entered into that certain Contract for Professional Technology Services, dated August 13, 2019, (the “**Agreement**”); and

WHEREAS, on January 1, 2022, Assignee will consolidate multiple legal entities with common and exclusive ownership under the single organization (Assignee) and Assignor is one such entity resulting in Assignor being assimilated into Assignee, and such assignment requires written approval from the District to be effective; and

WHEREAS, Assignor and the District hereby recognize and agree that the Assignor’s rights and obligations under the Agreement could be assigned to a third party pursuant to Section XIV of the Agreement; and

WHEREAS, Assignor desires to assign all of its rights and obligations under the Agreement, as amended by this instrument, to Assignee, Assignee desires to accept such assignment, and the District desires to express that it agrees with and has no objection to such assignment; and

NOW THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District, Assignee, and Assignor agree as follows:

- 1. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Assignment.
- 2. DISTRICT CONSENT TO ASSIGNMENT OF THE AGREEMENT.** The District consents to Assignor’s assignment of the Agreement to Assignee.



Rizzetta & Company

3. ASSIGNEE'S ACCEPTANCE OF LIABILITY. Assignee agrees to assume any and all debts, obligations and liabilities of Assignor present and future, arising out of or related to the Agreement.

4. NOTICES. Upon this Assignment, notices pursuant to the Agreement shall be in writing and shall be delivered to the Assignee as follows:

A. If to the District: Town of Kindred Community Development District
8529 Southpark Circle, Suite 330, Orlando Florida,
32819
Attn: District Manager

With a copy to: Kutak Rock LLP
PO Box 10230
Tallahassee, FL 32302
Attn: District Counsel

B. If to Assignee: Rizzetta & Company, Inc.
3434 Colwell Ave, Suite 200
Tampa, Florida 33614
Attn: CDD Legal

5. COUNTERPARTS. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

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Rizzetta & Company

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date set forth above.


Town of Kindred Community Development District

By: _____
Print Name: _____
Its: Chairman

Assignor: Rizzetta Technology Services, LLC.

By: 
Print Name: William J. Rizzetta
Its: President

Assignee: Rizzetta & Company, Inc.

By: 
Print Name: William J. Rizzetta
Its: President



Rizzetta & Company



Rizzetta Consolidation

Historically the services provided by Rizzetta have been provided by three legal entities: Rizzetta & Company, Rizzetta Amenity Services (RASI) and Rizzetta Technology Services (RTS). Each entity authored and administered its own contracts as well as individually maintained staff. In an effort to unify our service offerings and capitalize on the efficiencies gained with size, all three entities will consolidate under “Rizzetta & Company” (Rizzetta) effective January 1st, 2022. Below are answers to a few frequently asked questions regarding this change:

Q: Why is this change being made?

A: In our continued effort to streamline internal processes, reduce unnecessary paperwork, unify services provided to our communities, and promote overall better services for our clients, “RASI” and “RTS” will officially be integrated into Rizzetta & Company as of January 1st, 2022.

Q: What will “RASI” be known as after this date?

A: “RASI” will be “Rizzetta & Company” with its management chain residing in the Community Services Division.

Q: How will this change affect our communities?

A: There will be no changes to the services provided. Some communities may receive bills with both “RASI” and Rizzetta & Company as we make this transition. However, this impact will be minimal and temporary.

Q: How will our communities notice the change?

A: Communities receiving invoices from RASI, RTS and Rizzetta & Company will see fewer invoices. Historical RASI invoices for on-site staff will continue to be received at the same intervals (every other week) but will come from “Rizzetta & Company”. Communities that have been receiving invoices from RTS will see that invoice being included in the “Rizzetta & Company” invoiced received monthly.

Q: How will current team members of “RASI” be impacted by this change?

A: There will be no impact to employees of “RASI”. Payroll processing, labor, and leadership will remain the same through this process. Their checks will originate from Rizzetta & Company.



TAB 6

LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 12 day of November 2021, with the effective date of October 1, 2021 ("Effective Date"), by and between:

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida, whose mailing address is 8529 South Park Circle, Suite 330, Orlando, Florida 32819 (the "District"), and

SSS DOWN TO EARTH OPCO II LLC D/B/A DOWN TO EARTH II, whose local address is 2701 Maitland Center Parkway, Maitland, Florida 32751 ("Contractor").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal in response to the District's Request for Proposals for Landscape and Irrigation Maintenance Services, and represents that it is qualified, willing and capable to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and Contractor have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. CONTRACTOR OBLIGATIONS.

A. Scope of Services. Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A** ("Work"), for the areas identified in the Landscape Maintenance Map attached hereto as **Exhibit B** ("Landscape Maintenance Area"), both of which are incorporated herein by this reference. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed, which adjustments shall not result in change in the price for the Work as reflected in Contractor's bid proposal form attached hereto as **Exhibit C** ("Bid

Proposal Form”) and incorporated herein by this reference. Should any work and/or services be required which are not specified in this Agreement or any amendments, addenda, or change orders but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

B. *Acceptance of Site.* By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor or a former contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor’s expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor’s failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

C. *Manner of Contractor’s Performance.* The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with all applicable industry standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

D. *Discipline, Employment, Uniforms.* Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

E. *Rain Days.* In the event that time is lost due to heavy rains (“Rain Days”), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. Contractor shall

provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

F. *Protection of Property.* Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.

G. *District Representative; Reporting.* The District shall designate in writing a person to act as the District Representative with respect to the Work to be performed under this Agreement. The District Representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's services, including the Work.

i. The District hereby designates the District Manager or his or her designee from Rizzetta & Company, Inc., to act as the District Representative.

ii. The District shall have the right to change its designated Representative with written notice to Contractor.

iii. Contractor agrees to meet with the District's representative no less than bi-weekly to walk the property and discuss conditions, schedules, and items of concern regarding this Agreement and to provide a monthly written report summarizing, at minimum, the Work performed during the month, any issues and/or areas of concern and the schedule of Work to be performed for the upcoming month.

iv. Contractor agrees to attend the regularly scheduled meetings of the Board of Supervisors of the District, upon request.

H. *Deficiencies.* Contractor shall identify and promptly notify the District Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days and prior to submitting any invoices to the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the deficiencies are not timely addressed. Should the Contractor fail to address any deficiencies within the time set forth by the District Representatives, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor one hundred dollars

(\$100.00) per day; to withhold some or all of the Contractor's compensation under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be reimbursed by Contractor or deducted from the Contractor's compensation.

I. *Compliance with Laws.* The Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

J. *Safety.* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.

K. *Environmental Activities.* The Contractor agrees to use best management practices, consistent with presently accepted industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

L. *Payment of Taxes; Procurement of Licenses and Permits.* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.

M. *Subcontractors.* Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall

be construed to create a contractual relationship between any subcontractor and the District.

N. *Independent Contractor Status.* In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

3. COMPENSATION; TERM.

A. *Term.* The term of this Agreement shall be from **October 1, 2021, to September 30, 2024**, unless terminated earlier in accordance with the terms of this Agreement.

B. *Compensation.* As compensation for the Work, the District agrees to pay Contractor the following annual payments, in twelve (12) equal monthly payments in accordance with the Bid Proposal Form attached hereto as **Exhibit C**:

- a. ***For Fiscal Year 2021-2022*** starting October 1, 2021, and ending September 30, 2022, total of Three Hundred Sixteen Thousand One Hundred Sixty-Six Dollars (**\$316,166.00**);
- b. ***For Fiscal Year 2022-2023*** starting October 1, 2022, and ending September 30, 2023, total of Three Hundred Sixteen Thousand One Hundred Sixty-Six Dollars (**\$316,166.00**); and
- c. ***For Fiscal Year 2023-2024*** starting October 1, 2023, and ending September 30, 2024, total of Three Hundred Sixteen Thousand One Hundred Sixty-Six Dollars (**\$316,166.00**).

C. *Additional Work* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and/or irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Work Authorization. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed Work Authorization, a form of which is attached hereto as **Exhibit D**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices

set forth in the Contractor's Bid Proposal Form attached hereto as **Exhibit C**. If pricing for any such additional work or services is not specifically provided for in the exhibits hereto, Contractor agrees to negotiate in good faith on such pricing. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

D. Payments by the District. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

E. Payments by Contractor. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with section 218.735(6), *Florida Statutes*, requiring payments to subcontractors, material men, suppliers or laborers be made within ten (10) days of receipt of payment from the District. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. TERMINATION. The District agrees that the Contractor may terminate this Agreement for any reason by providing ninety (90) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District

shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. INSURANCE.

A. *Insurance Required.* Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

B. *Types of Insurance Coverage Required.* Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

ii. Employer's Liability Coverage with limits of at least \$500,000 (one million dollars) per accident or disease.

iii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further, including, but not being limited to, Independent

Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$2,000,000 per occurrence and \$2,000,000 on aggregate.

C. *Additional Insured.* All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

D. *Sub-Contractors.* Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

E. *Payment of Premiums.* The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

F. *Notice of Claims.* Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

G. *Failure to Provide Insurance.* The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

A. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, to the extent arising from the negligent or intentional acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, subcontractors, or representatives, in connection with their performance under this Agreement.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

D. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

E. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in section 725.06, *Florida Statutes*, and that said statutory provision does not govern, restrict or control this Agreement

7. TAX EXEMPT DIRECT PURCHASES. The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

A. The District may elect to purchase any or all materials directly from a supplier identified by Contractor.

B. Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisitions") for all materials to be directly purchased by the District.

C. Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

D. The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.

E. Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.

F. After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.

G. The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.

H. All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement

8. MISCELLANEOUS PROVISIONS

A. ***Default and Protection Against Third-party Interference.*** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

B. ***Custom and Usage.*** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing or due to oversight; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

C. ***Successors.*** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

D. Assignment. Neither the District nor Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment without such written approval shall be void.

E. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

F. Attorneys' Fees. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

G. Agreement. This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. The Exhibits attached herein are incorporated to the extent that it clarifies certain terms of the Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.

H. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

I. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

J. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

i. If to the District:	Town of Kindred Community Development District 8529 South Park Circle, Suite 330 Orlando, Florida 32819 Attn: District Manager
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With a copy to:	Hopping Green & Sams, P.A. 119 South Monroe Street, Suite 300
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Tallahassee, Florida 32301
Attn: District Counsel

B. If to Contractor:

SSS Down to Earth OPCO, LLC
d/b/a Down to Earth
2701 Maitland Center Parkway
Maitland, Florida 32751
Attn: Tom Lazzaro

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

K. *Third Party Beneficiaries.* This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective Representative, successors, and assigns.

L. *Controlling Law; Venue.* This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Osceola County, Florida.

M. *Public Records.* Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Richard Hernandez** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian,

provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 472-2471, RHERNANDEZ@RIZZETTA.COM, AND 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

N. *Severability.* The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

O. *Arm's Length Transaction.* This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

P. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

Q. *Scrutinized Companies Statement.* Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on

the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

R. E-Verify. The Contractor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement

S. Compliance with section 20.055, Florida Statutes. The Contractor agrees to comply with section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with section 20.055(5), *Florida Statutes*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
☐ Secretary
☐ Assistant Secretary

By: _____
☐ Chairperson
☐ Vice Chairperson

WITNESS:

**SSS DOWN TO EARTH OPCO II LLC
D/B/A DOWN TO EARTH II**

Johann B Fiallo
By: Johann Fiallo
Its: Estimating Manager

Tom Lazzaro
Tom Lazzaro (Nov 12, 2021 16:25 EST)
By: Tom Lazzaro
Its: CEO

Exhibit A: Scope of Services
Exhibit B: Landscape Maintenance Map
Exhibit C: Bid Proposal Form
Exhibit D: Form of Work Authorization

Exhibit A: Scope of Services

SCOPE OF SERVICES

TOWN OF KINDRED CDD SCOPE OF WORK

The work for the exterior landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories and services necessary or incidental to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The contractor will be expected to provide service for the property fifty two (52) weeks per year.

SCHEDULE "A" – GENERAL SERVICES

A. Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. Turf maintenance operations are to be completed the same day they are begun. High traffic and high profile areas such as front doors and amenity areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the owner or owner's representative must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

1. Mowing

- a. Prior to mowing, remove and dispose of normal litter and debris from all landscape areas.
- b. Turf shall be mowed weekly during the growing season from March 1st through November 1st and bi-weekly during the non-growing season from November 1st through March 1st. Based on this schedule, it is estimated that the contractor will perform a minimum of 41 and a maximum of 45 mowing cycles per 12-month period in the performance of this contract. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the owner or owner's representative. Should the number of mowing cycles fall below 41 in any contract year during the term of this agreement, the contractor will reduce the next month's billing by the amount per cycle for each cycle missed. Owner will pay contractor the per cycle amount for each mowing cycle in excess of 45 per contract year when the owner or owner's representative requests additional mowing cycles. This will be invoiced at the contracted price per cycle in the month following the end of the contract period.
- c. Turf shall be cut with rotary mowers to maintain a uniform height. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.

- d. Mowing height for St. Augustine and Bahia turf will be set at 3½" to 4". At no time will mowing height be reduced so that more than 1/3 of the grass blade is removed at any cutting.
- e. Visible clippings that may be left following mowing operations shall be removed from the turf each visit. Discharging grass clippings into beds, tree rings or maintenance strips is unacceptable and any visible clippings discharged into these areas shall be removed prior to the end of each service day.
- f. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by contractors mowing equipment may result in the replacement of damaged material at the contractor's cost. Determination as to replacement will be at the sole discretion of the owner or owner's representative. Replacement material will be similar size to the material being replaced.

2. Edging

Sidewalks, curbs, concrete slabs and other paved surfaces will be edged in conjunction with mowing operations. Edging is defined as removal of unwanted turf from the above mentioned borders by use of a mechanical edger. String trimmers will not be used for this function.

3. String Trimming

- a.) String trimming shall be performed around road signs, guard posts, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the mowing operation. Trimming shall be completed with each mowing operation.
- b.) Under no circumstance will it be an acceptable practice to string trim bed edges or small turf areas that may be cut utilizing a small walk behind mower.
- c.) Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the owner or the owner's representative.
- d.) Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during each mowing cycle.

4. Blowing

When using forced air machinery to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces.

5. Damage Prevention/Repair

Special care shall be taken to protect building foundations, light poles, sign posts and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the association or homeowners within 30 days for any damage to property caused by their crew members or equipment.

B. Detail

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-fourth of the entire property. Based on four sections, the contractor will completely detail the entire property once every four weeks. The exception will be amenity or high profile areas. These are high traffic and focal areas and as such will be included in each detail section to provide weekly attention. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation.

1. Pruning

- a. Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant. Provide remedial attention and repair to plant material as appropriate to season or in response to incidental damage.
- b. Only Contractor's staff that have been trained and demonstrate competency in proper pruning techniques shall perform pruning. Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by owner or owner's representative.
- c. Prune trees to include the removal of sucker growth by hand at the base of and on the trunks of trees continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Branches and limbs shall be kept off signage structures, play structures, fences and walls as well as pruned to keep street lights and traffic signage from being blocked.
 - Provide clearance for pedestrians, vehicles, mowers and buildings.
 - Maintain clearance from shrubs in bed areas.
 - Improve visibility in parking lots and around entries.
- d. Prune trees to remove weak branching patterns and provide corrective pruning for

proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.

- e. Prune all shrubbery in accordance with the architectural intent as it relates to adjacent plantings and intended function.
- f. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.
- g. Structural pruning will be required for several varieties of plants bi-annually, annually or semi-annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. Following this schedule, all structural pruning should be completed within a six week cycle each time it is performed. Ornamental Grasses are to be haystack cut two times per year during March/April and September/October.
- h. Crape Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts. "Hat Racking" will not be permitted unless directed otherwise by management.
- i. Pruning of all palms less than 12' CT in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods and any loose boots.

2. Edging

- a. Edging is defined as removal of unwanted vegetation along beds and tree saucers. Edges are to be perpendicular to the ground.
- b. Only mechanical edgers will be used for this function. Use of string trimmers or non selective herbicides will not be allowed.
- c. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

3. Weed Control

- a. Bed areas are to be left in a weed free condition after each detail service. While pre and post-emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand.

- b. Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required for complete removal.

C. General

1. Policing

- a. Contractor will police the grounds daily or on each service visit to remove trash, debris and fallen tree litter less than 2" in diameter. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval at the labor rates specified in "Exhibit – 3 Extra Services Pricing Summary".
- b. Contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.
- c. All litter shall be removed from the property and disposed of off site.

2. Communication

- a. Contractor will communicate with the owner or the owner's representative for any landscape issues requiring immediate attention.
- b. Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the owner or owner's representative which details all aspects of the previous week's maintenance activities.
- c. Contractor will provide a Monthly Service Calendar for the upcoming period and a copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental report. A copy of these documents should be submitted to SunScape Consulting by the 5th of each month electronically or via U.S. mail.
- d. Contractor agrees to take part in monthly inspections of the property to insure their performance of this agreement meets the standards required herein and protects the overall well being of the property's landscape. Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them. Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for a minimum of the pre inspection meeting.

3. Staffing

- a. Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides and fungicides must be certified by the FL Department of Agriculture and Consumer Services. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

- b. Contractor shall provide consistent service on set day(s) each week with the exception of scheduling adjustments for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Normal working hours are from 8:00 AM until 6:00 PM, with no power equipment operating around resident buildings or homes before 9:00 AM.

SCHEDULE "B" – TURF CARE PROGRAM - ST. AUGUSTINE (If included, see Exhibit 2 Fee Summary)

A. Application Schedule

<u>Month</u>	<u>Application</u>
January:	Winter fertilization, broadleaf weed control and disease control
March:	Spring granular fertilization, broadleaf weed control, insect and disease control
May:	Early summer liquid fertilization with Arena and weed control
July:	Summer granular fertilization, insect control and weed control
September:	Late summer fertilization and insect/disease control
November:	Fall granular fertilization and broadleaf weed/disease control

B. Application Requirements

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 5 lbs of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.

- e. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make up. The results will be provided to the owner or the owner's representative along with the contractor's recommendation as to any changes in the turf care program based on these results.

2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

3. Weed Control

- a. Weed control will be limited to the broadleaf variety and sedge type grasses under this program.
- b. Contractor shall alert owner or owner's representative of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss.

4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

SCHEDULE "B" – TURF CARE PROGRAM - ZOYSIA (If included, see Exhibit 2 Fee Summary)

A. Application Schedule

<u>Month</u>	<u>Application</u>
January:	IPM spot treatment for weeds as necessary and inspect/treat fungal activity.
February:	Pre-emergent herbicide/spot treatment for weeds and fungal activity.
March:	Fertilization (granular 20-0-10) with 1lb N to 1lb K, 50% slow release w/minors. Spot treat weeds and treat fungal and insect activity as necessary.

April:	Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
May:	Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
June:	Fertilization (granular 20-0-10) with .5lb N, slow release w/minors. Insect/weed/disease control as necessary.
July:	Liquid fertilization with .5lb N w/ Iron. Insect/weed/disease control as necessary.
August:	Apply Ammonium Sulfate(21-0-0) at rate providing .5lb N. IPM weed/insect/disease control.
September:	Liquid Fertilization with .25lb N, with Iron, post emergent weed control, insect/disease control as necessary.
October:	Fertilization with 14-0-40 or similar. Weed/insect/disease control as necessary.
November:	Blanket pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.
December:	Blanket 0-0-62(Potash), IPM-spot treat weeds as necessary, inspect/treat fungal activity.

B. Application Requirements

1. Fertilization

- a. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- b. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- c. The irrigation system will be fully operational prior to any fertilizer application.
- d. Soils shall be tested at a reliable testing facility twice per year to monitor for Ph and chemical makeup. The results will be provided to the owner or the owner's representative along with the contractor's recommendation as to any changes in the turf care program based on these results.

2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
 - b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.
3. Weed Control
- a. Weed control will not be limited to only the broadleaf variety under this program.
 - b. Contractor shall alert owner or owner's representative of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.
4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

SCHEDULE "B1" – TURF CARE PROGRAM (BAHIA)

A. Application Schedule

<u>Month</u>	<u>Application</u>
March:	Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
June:	Chelated Iron application and Mole Cricket control.
October:	Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.

B. Application Requirements

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000

square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.

- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. Soils shall be tested at a reliable testing facility twice per year to monitor for pH and chemical make-up. The results will be provided to an HOA Representative along with the contractor's recommendation as to any changes in the turf care program based on these results.

2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

3. Weed Control

- a. Weed control will be limited to the broadleaf variety under this program.
- b. Contractor shall alert an HOA Representative of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.

4. Warranty

- a. There is no warranty for Bahia turf.

SCHEDULE "C" – TREE/SHRUB CARE PROGRAM (If included, see Exhibit 2 Fee Summary)

A. Application Schedule

<u>Month</u>	<u>Application</u>
February:	Spring granular fertilization and insect/disease control as needed
March/April:	Insect/disease control/fertilization as needed
May/June:	Insect/disease control/fertilization as needed
July/August:	Minor nutrient blend with insect/disease control
October:	Fall granular fertilization and insect/disease control as needed
December:	Insect/disease control/fertilization as needed

B. Application Requirements

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.
- b. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 30% slow release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.
- c. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- d. This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- e. There will be a deep root feeding on an as needed basis to establish newly planted trees.
- f. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.
- g. The irrigation system will be fully operational prior to any fertilizer application.

- h. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make up. The results will be provided to the owner or the owner's representative along with the contractor's recommendation as to any changes in the Tree / Shrub care program based on these results.

2. Insect/Disease Control

- a. Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.
- b. Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.
- c. This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- d. Terrapin Scale has proven to be a difficult pest to control through the use of foliar sprays or drenches. Should an infestation develop that is not able to be controlled through the aforementioned methods, the contractor may be required to utilize Majet injections or other similar methods to deploy appropriate insecticides.
- e. Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.
- f. Contractor will provide a copy of the license for the Certified Operator in charge of chemical applications for this property.

3. Specialty Palms

- a. Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal, Canary Island Date, etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation along with OTC injections three (3) times per year.
- b. When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

4. Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available. Exclusions to this warranty would be Acts of God, along with pre-existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

SCHEDULE "D" – SPECIAL SERVICES (If included, see Exhibit 2 Fee Summary)

Note: All Special Services work is to be performed by supplemental crews

A. Bedding Plants

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

1. Schedule

- a. All flower beds on the property will be changed four (4) times per year during the months of January, April, July and October.
- b. Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion and display.
- c. All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½" individual pots.
- d. Contractor will obtain prior approval of plant selection from owner or owner's representative before installation.

2. Installation

- a. Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.
- b. Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.
- c. All beds will be cleaned and hand or machine cultivated to a depth of 6" prior to the installation of new plants.
- d. Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.
- e. A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.

- f. All beds should be covered with 1" layer of Pine Fines after planting.
- g. Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.
- h. Flowers that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the owner.

3. Maintenance

- a. Flower beds will be reviewed daily or at each service visit for the following:
 - Removal of all litter and debris.
 - Beds are to remain weed – free at all times.
 - All declining blooms are to be removed immediately.
 - Inspect for the presence of insect or disease activity and treat immediately.
- b. Seed heads are to be removed from Coleus plants as soon as they appear. "Pinching" of Coleus plants weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.
- c. Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly.
- d. Pre-emergent herbicides are not to be used in flower beds.
- e. Contractor guarantees the survivability and performance of all flower beds for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

4. Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

B. Bed Dressing

1. Schedule

- a. Bed dressing will be replenished in all planted and unplanted areas according to the month indicated on the Exhibit 2 Fee Summary.
- b. Installation will be completed within a three week time period.

2. Installation

- a. Prior to application, areas will be prepared by removing all foreign debris and

accumulated mulch material and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place.

- b. Bed dressing should be installed in weed free beds that have been properly edged and prepared.
- c. Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the Owner or Owner's representative.
- d. A summary of shipping tickets or invoices for products or subcontract services will be submitted prior to requesting payment for this work.

C. Palm Trimming

- 1. Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Canary Island Date, etc.) in excess of 12' CT will be trimmed two times per year in June and December. Trim specimen palms so that the lowest remaining fronds are parallel to the ground. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process. After trimming, the lowest fronds should be left parallel to the ground.
- 2. All palms less than 12' CT will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.
- 3. Washingtonia palms in excess of 12' CT will be trimmed two times per year in the months of February/March and July/August.
- 4. All palms other than Washingtonia, in excess 12' CT will be trimmed once per year in the months of July/August.
- 5. Trimming shall include removal of all dead fronds, loose boots and seed stalks.
- 6. Trim Sabal, Washington, Chinese, Fan and Ribbon Palms so that the lowest remaining fronds are left at a ten and two o'clock profile. "Hurricane" cuts are only to be done at the direction of management.
- 7. When trimming, cut the frond close to the trunk without leaving "stubs".
- 8. Contractor shall sterilize pruning tools or saws between trees to prevent the spreading of Fusarium Wilt and other palm diseases.

SCHEDULE "E" – IRRIGATION MAINTENANCE (If included, see Exhibit 2 Fee Summary)

The Contractor shall inspect and test the irrigation system components a minimum of one (1) time per month. This shall include all the existing irrigation systems. The irrigation system summary

table of controllers, zones and clocks are provided to Contractor herein. All routine repairs shall be included as part of the contracted amount; system integrity repairs that are related to the infrastructural integrity of the irrigation system shall be borne by the District.

A. Frequency of Service

1. Contractor will perform the following itemized services under "Specifications" on a monthly basis.
 - a. The irrigation inspection will be performed during the same week(s) each month.

B. Specifications

1. Activate each zone of the system.
2. Visually check for any damaged heads or heads needing repair.
3. Clean, straighten or adjust any heads not functioning properly.
4. Straighten, re-attach to bracing and touch up paint on riser heads as needed.
5. Report any valve or valve box that may be damaged in any way.
6. Leave areas in which repairs or adjustments are made free of debris.
7. Adjust controller to the watering needs as dictated by weather conditions and seasonal requirements and Water Management District restrictions including adjusting of rain sensor.

8. Contractor will provide a written report of the findings by zone.

C. Qualifying Statements

1. Repairs

- a. Locating and repairing or replacing automatic valves or control wires and irrigation controller or large scale repairs are to be considered additional items.
 - b. Contractor shall assume; however at no additional cost to the District, responsibility for any and all maintenance deficiencies, including parts and labor associated with the irrigation system to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings.
2. Contractor will pay special attention during irrigation maintenance inspections (IMC) to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows or parking areas.
 - a. Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.
 3. Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the owner within 24 hours of being detected.
 4. Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.
 5. Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.
 6. Contractor will visually inspect irrigation system weekly while performing routine maintenance.
 7. Contractor will provide a 24 hour "Emergency" number for irrigation repairs.

Exhibit B: Landscape Maintenance Map

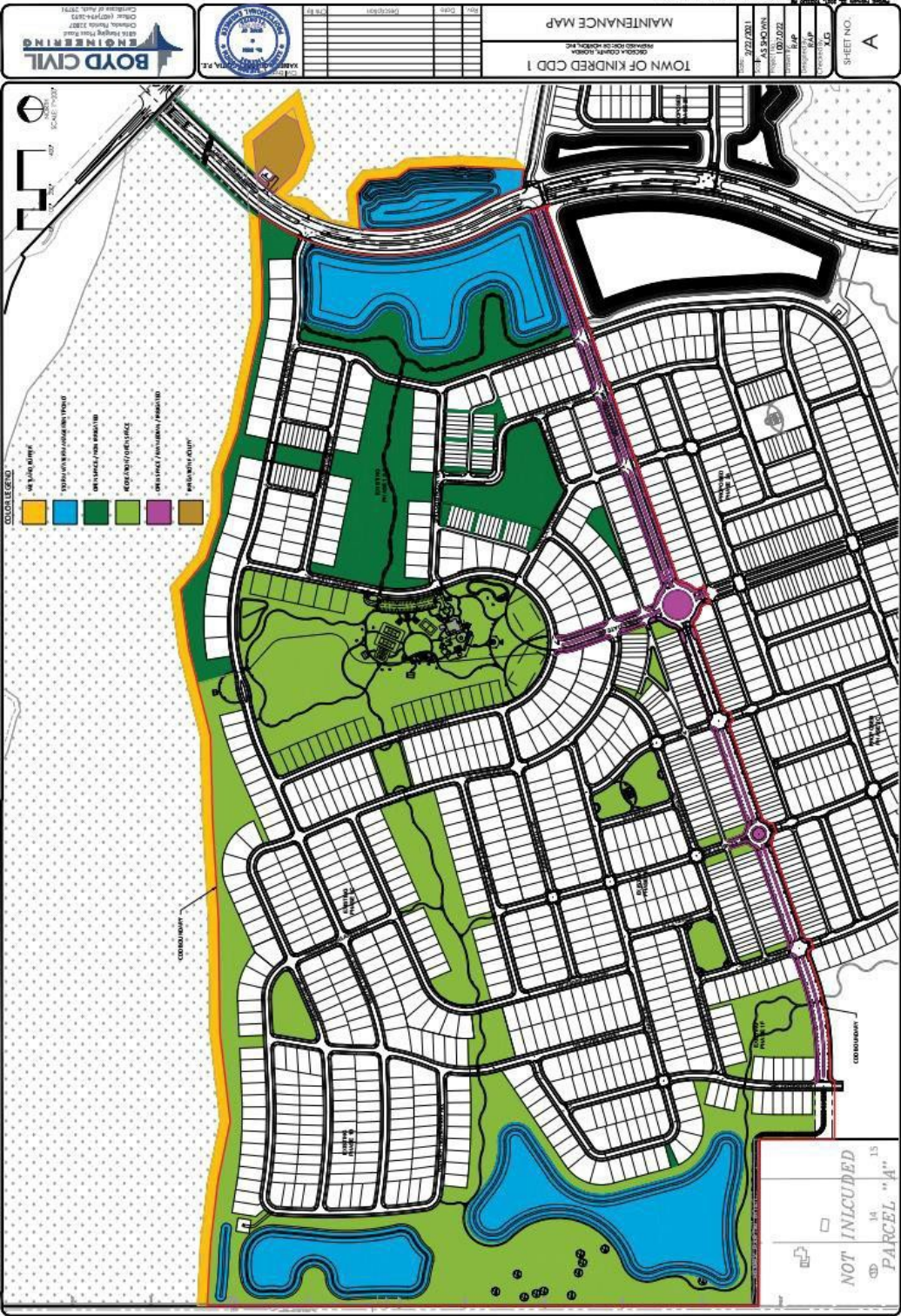


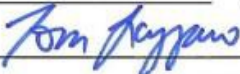
Exhibit C: Bid Proposal Form

**TOWN OF KINDRED
COMMUNITY DEVELOPMENT DISTRICT
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL FORM**

I, TOM LAZZARO REPRESENTING SSS DOWN TO EARTH OPCO II LLC Company and/or Corporation, agree to furnish the services required in the scope/specifications at the following prices:

I. Annual Contract Proposal Amount:

A. Annual Total \$ 269,221.00
(Contract Total - Parts 1 thru 4)

NAME OF PROPOSER: SSS DOWN TO EARTH OPCO II LLC
ADDRESS: 2701 MAITLAND CENTER PARKWAY- SUITE 200 MAITLAND, FL 32751
PHONE: 321.263.2700 FAX: 352.385.7229
SIGNATURE: 
PRINTED NAME: TOM LAZZARO
TITLE: CHIEF EXECUTIVE OFFICER
DATE: 9.16.2021

***Contract Total reflected on this page does not include Bedding Plants, Bed Dressing and Palm trimming. See exhibit 2 page 40 of 43 for Contract Total of \$316,166.00.**

**TOWN OF KINDRED
COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
INVITATION FOR PROPOSALS**

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance

\$ 209,736.00 Yr.

<p>- Storm Cleanup \$ <u>35.00</u>/hr. (do not include in General Landscape Maintenance total or Grand Total)</p> <p>- Freeze Protection (description of ability) _____ UPON REQUEST, DOWN TO EARTH WILL SUPPLY LABOR AND FREEZE BLANKETS TO COVER COLD SENSITIVE PLANTS. _____ \$ <u>T&M</u>/application (do not include in General Landscape Maintenance total or Grand Total)</p> <p>- Hand Watering (do not include in General Landscape Maintenance total or Grand Total) \$ <u>55.00</u>/hr. for employee with hand-held hose \$ <u>125.00</u>/hr. for water truck/tanker</p>
--

PART 2

Fertilization (All labor and materials)

\$ 23,823.10 Yr.

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
MARCH	18-0-8	1	1,667	\$657.16
JUNE	LIQUID (FE) IRON	0	0	\$472.50
OCTOBER	18-0-8	1	1,667	\$657.16

ST. AUGUSTINE (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
JANUARY	20-0-10	1	184	\$1,979.49
MARCH	25-0-12	0.5	98	\$1,852.13
MAY	25-0-12+Arena	1	184	\$2,170.51
JULY	FE (Water Soluble)	0	0	\$1,852.13
SEPTEMBER	25-0-12 (Water Soluble)	1	98	\$1,979.49
NOVEMBER	20-0-10	1	184	\$1,979.49

ORNAMENTALS (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
FEBRUARY	10-0-10	1.0	1,665	\$1,009.54
JULY	10-0-10 + Minors	1.0	1,665	\$1,009.54
OCTOBER	10-0-10	1.0	1,665	\$1,009.54

PALMS (per specifications in Part 2) Additional application NOT containing "N" or "P" can be added				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
MARCH	8-2-12 +Micro	1.5 per 100sf	45	\$105.07
JUNE	8-2-12 +Micro	1.5 per 100sf	45	\$105.07
SEPTEMBER	8-2-12 +Micro	1.5 per 100sf	45	\$105.07
NOVEMBER	8-2-12 +Micro	1.5 per 100sf	45	\$105.07

Please list any additional fertilization for those plant materials requiring specialized applications.

TURF CARE PROGRAM ZOYSIA				
MONTH	PLANT TYPE/FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
MARCH	20-0-10 + Minors	1	1,248	\$713.92
APRIL	25-0-12 + FE (Water Soluble)	0.5	832	\$713.92
MAY	25-0-12 + FE (Water Soluble)	0.5	832	\$713.92
JUNE	20-0-10 + Minors	0.5	499	\$641.76
JULY	25-0-12 + FE (Water Soluble)	0.5	832	\$713.92
AUGUST	21-0-0 Ammonium Sulfate	0.5	832	\$713.92
SEPTEMBER	25-0-12 + Micro (Water Soluble)	0.25	416	\$641.76
OCTOBER	14-0-40	0.5	832	\$713.92
NOVEMBER	FE (Water Soluble)	0	0	\$586.57
DECEMBER	0-0-62	0	0	\$620.53

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

PART 3

Pest Control (All labor and materials) \$ \$10,209.90 Yr.
(if all pesticide allowance is required) *

* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

OTC Injections will be performed at the discretion of the District <i>(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)</i>				
OTC Injections (All labor and materials)				
\$ <u> 2,200.00 </u> / Yr. (based on quantities below)				
(OTC injections per specs - <u>do not include in Grand Total</u>)				
Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
SYLVESTOR	10	1	\$55.00	\$2,200.00
<u>The District reserves the right to subcontract out any and all OTC Injection events.</u>				

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all yellow highlighted landscaped areas as described in Scope of Services.

\$ 13,184.28 / Yr.

**Top Choice application will be performed at the sole discretion of the District
(This shall not be included in either the Pest Control cost listed above nor shall it be included
in the Grand Total or Contract Amount.)**

PART 4

Irrigation (All labor and materials) \$ 25,452.00 /Yr.

Freeze Protection (description of ability) WE CAN SUPPLY FREEZE BLANKETS
AND HAY BALES TO PROTECT WELLS / BACKFLOWS.

\$ T&M /application (do not include in Irrigation Total or Grand Total)

After hours emergency service hourly rate \$ 85.00 /hr. (i.e. broken mainlines, pump
 & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine
 maintenance as a separate price from this bid.

GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)

\$ 269,221.00 /Yr. (initial term)

FIRST ANNUAL RENEWAL \$ 269,221.00/Yr.

SECOND ANNUAL RENEWAL	\$	269,221.00 /Yr.
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***Contract Totals reflected on this page do not include Bedding Plants, Bed Dressing and Palm trimming. See exhibit 2 page 40 of 43 for contract total. Annual renewals will also be based on exhibit 2 contract total of \$316,166.00.**

EXHIBIT 2 - FEE SUMMARY

Contractor: SSS DOWN TO EARTH OP&CO II LLC

Property: Town of Kindred
Community Development District
Phase 1
c/o Rizzetta & Company
Address: 8529 South Park Circle
Orlando, FL 32819
Phone: 239-936-0913 ext. 0303
Email: tblazzaro@rizzetta.com
Contact: Belinda Blandon

Address: 2701 MAITLAND CENTER PARKWAY
MAITLAND, FL 32751
Phone: (321) 263-2700
Email: tom.lazzaro@down2earthinc.com
Contact: Tom Lazzaro, CEO

Dates: 10/1/2021 through 9/30/2024

	2022 JAN	2022 FEB	2022 MAR	2022 APRIL	2022 MAY	2022 JUN	2022 JUL	2022 AUG	2022 SEP	2021 OCT	2021 NOV	2021 DEC	TOTAL
GENERAL SERVICES (Schedule A)	14,682	14,682	18,876	18,876	18,876	18,876	18,876	18,876	18,876	18,876	14,682	14,682	\$209,736
TURF CARE (Schedule B)	1,200	1,200	2,700	1,200	4,800	1,200	2,700	2,700	1,200	1,200	2,700	1,200	\$24,000
TREE/SHRUB CARE (Schedule C)	663	1,706	662	662	662	662	662	662	662	1,706	662	662	\$10,033
BEDDING PLANTS (Schedule D) <i>1340 Units Per Rotation</i>	2,680			2,680			2,680			2,680			\$10,720
BED DRESSING (Schedule D) <i>675 Yards of Bed Dressing</i>										30,375			\$30,375
PALM TRIMMING (Schedule D) <i>110 Sabal 10 Sylvester Date</i>						1,000	3,850					1,000	\$5,850
IRRIGATION MAINT. (Schedule E) <i>303 Number of Zones</i>	2,121	2,121	2,121	2,121	2,121	2,121	2,121	2,121	2,121	2,121	2,121	2,121	\$25,452
TOTAL FEE PER MONTH:	\$21,346	\$19,709	\$24,359	\$25,539	\$26,459	\$23,859	\$30,889	\$24,359	\$22,859	\$56,958	\$20,165	\$19,665	\$316,166
Flat Fee Schedule	\$26,347	\$26,347	\$26,347	\$26,347	\$26,347	\$26,347	\$26,347	\$26,347	\$26,347	\$26,347	\$26,347	\$26,347	\$316,166

Initials T.L.

EXHIBIT 3 – EXTRA SERVICES PRICING SUMMARY
Project: Town of Kindred CDD
Contractor: Down To Earth

<u>Material</u>	<u>Description</u>	<u>Price</u>
Mulch	Price/yard installed for quantities <u>over</u> 100 cubic yards	<u>\$ 45.00</u>
	Price/yard installed for quantities <u>under</u> 100 cubic yards	<u>\$ 45.00</u>
	Price per 3 cubic foot bag of Mulch	<u>\$ 5.00</u>
	Price per bale of Pine Straw	<u>\$ 5.50</u>
Hard Materials	Price per bag for Seminole Chips	<u>\$ 10.00</u>
	Price per ton for Seminole Chips	<u>\$ 500.00</u>
	Price per ton for 3"-5" River Jack	<u>\$ 500.00</u>
Seasonal Color	<i>Annual flower installed prices include bed preparation by removing and disposing of old flowers, hand or mechanically turning the beds and amending soil as necessary.</i>	
	Bed preparation and installation per 4.5" pot	<u>\$ 2.00</u>
	Bed preparation and installation per 1-gallon pot	<u>\$ 5.00</u>
	Supply and install 8" to 10" hanging basket	<u>\$10.00</u>
	Assemble 20" to 36" diameter floral pot with centerpiece plant	<u>\$ 35.00</u>
Sod (St. Augustine)	<i>Turf reparation includes removal and disposal of old material and re-grading affected area prior to installation of new sod.</i>	
	Square foot price for quantities less than 1,000 square feet	<u>\$ 1.15</u>
	Square foot price for quantities between 1,000 and 3,000 square feet	<u>\$ 1.10</u>
	Square foot price for quantities between 3,000 and 10,000 square feet	<u>\$ 1.05</u>
	Square foot for price quantities greater than 10,000 square feet	<u>\$ 1.00</u>
Irrigation	<i>Irrigation services, which fall outside of the contract, will be provided on a per hour basis. Parts will be provided at list, less a discount. Contractor may be required to provide a copy of purchase invoice.</i>	
	Irrigation Technician per hour	<u>\$ 55.00</u>
	Irrigation Laborer per hour	<u>\$ 35.00</u>
	PVC parts	List less 25 %
	Non-PVC parts	List less 25 %
	Valves, Clocks and any part over \$300.00	List less 25 %
General Labor	Foreman per hour	<u>\$ 55.00</u>
	Labor per hour	<u>\$ 35.00</u>
Arbor Care	Production day (8 hour) Truck, Chipper, 3-man crew	<u>\$ 1,800.00</u>
Miscellaneous	Bush hogging per acre @	<u>\$ 65.00</u>

The per unit cost for installation of various sizes and quantities of plant material is listed below:

4-inch Groundcover:	< 50 plants	<u>\$ 2.50</u>
	50 - 100 plants	<u>\$ 2.40</u>
	100 - 250 plants	<u>\$ 2.20</u>
	> 250 plants	<u>\$ 2.00</u>
1-gallon Plant Material:	< 50 plants	<u>\$ 6.00</u>
	50 - 100 plants	<u>\$ 5.50</u>
	100 - 250 plants	<u>\$ 5.25</u>
	> 250 plants	<u>\$ 5.00</u>
3-gallon Plant Material:	< 50 plants	<u>\$ 15.00</u>
	50 - 100 plants	<u>\$ 14.00</u>
	100 - 250 plants	<u>\$ 13.00</u>
	> 250 plants	<u>\$ 12.00</u>
7-gallon Plant Material:	< 50 plants	<u>\$ 45.00</u>
	50 - 100 plants	<u>\$ 40.00</u>
	100 - 250 plants	<u>\$ 37.50</u>
	> 250 plants	<u>\$ 35.00</u>
15-gallon Plant Material:	< 25 plants	<u>\$ 150.00</u>
	25 - 50 plants	<u>\$ 145.00</u>
	50 - 100 plants	<u>\$ 135.00</u>
	> 100 plants	<u>\$ 125.00</u>
30-gallon Plant Material:	< 25 plants	<u>\$ 275.00</u>
	25 - 50 plants	<u>\$ 250.00</u>
	> 50 plants	<u>\$ 225.00</u>
45-gallon Plant Material:	< 25 plants	<u>\$ 550.00</u>
	25 - 50 plants	<u>\$ 500.00</u>
	> 50 plants	<u>\$ 450.00</u>
65-gallon Plant Material:	< 25 plants	<u>\$ 700.00</u>
	25 - 50 plants	<u>\$ 650.00</u>
	> 50 plants	<u>\$ 600.00</u>

Exhibit D: Form of Work Authorization

**WORK AUTHORIZATION NUMBER _____
FOR ADDITIONAL SERVICES**

THIS WORK AUTHORIZATION ("Work Authorization"), dated _____, __ 202__, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Agreement*, effective October 1, 2021 (the "Agreement"), by and between:

TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Osceola County, Florida, whose mailing address is 8529 South Park Circle, Suite 330, Orlando, Florida 32819 (the "District"), and

SSS DOWN TO EARTH OPCO II LLC D/B/A DOWN TO EARTH II, whose local address is 2701 Maitland Center Parkway, Maitland, Florida 32751 ("Contractor").

SECTION 1. SCOPE OF SERVICES. in addition to the services described in the Agreement and any exhibits, amendments and addenda thereto, Contractor shall provide additional _____ services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the "Additional Services"). To the extent that the terms of **Exhibit A** conflict with terms of this Work Authorization or the Agreement, the Work Authorization and the Agreement shall control.

SECTION 2. COMPENSATION. As compensation for the Additional Services, the District agrees to pay Contractor _____ Dollars (\$ _____). Contractor shall invoice the District for Additional Services upon completion of the same and the District shall pay Contractor in accordance with the terms of the Agreement.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization authorizes Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and Contractor. Contractor shall commence the aforesaid Additional Services upon the full execution of this Work Authorization and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remains in full force and effect.

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**TOWN OF KINDRED COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
☐ Secretary
☐ Assistant Secretary

By: _____
☐ Chairperson
☐ Vice Chairperson

WITNESS:

**SSS DOWN TO EARTH OPCO II LLC
D/B/A DOWN TO EARTH II**

By: _____
Its: _____

By: _____
Its: _____

Exhibit A Proposal for Additional Services

DOCS-#659603-v1-Landscape_and_Irrigation_Maintenance_Agreement_(Down_to_Earth_FY_2022-2024)_-(KINDRED-1_original_DM_658309-v2)

Final Audit Report

2021-11-12

Created:	2021-11-12
By:	Johann Fiallo (johann.fiallo@down2earthinc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaXosuuGrRdx7GkhjxORber4b4kKqag0o

"DOCS-#659603-v1-Landscape_and_Irrigation_Maintenance_Agreement_(Down_to_Earth_FY_2022-2024)_-(KINDRED-1_original_DM_658309-v2)" History

-  Document created by Johann Fiallo (johann.fiallo@down2earthinc.com)
2021-11-12 - 9:17:23 PM GMT- IP address: 68.204.70.237
-  Document emailed to Tom Lazzaro (tom.lazzaro@down2earthinc.com) for signature
2021-11-12 - 9:19:52 PM GMT
-  Email viewed by Tom Lazzaro (tom.lazzaro@down2earthinc.com)
2021-11-12 - 9:25:18 PM GMT- IP address: 35.141.122.213
-  Document e-signed by Tom Lazzaro (tom.lazzaro@down2earthinc.com)
Signature Date: 2021-11-12 - 9:25:55 PM GMT - Time Source: server- IP address: 35.141.122.213
-  Agreement completed.
2021-11-12 - 9:25:55 PM GMT

TAB 7

Prepared By and Return To:

Nelson Mullins Riley & Scarborough LLP
Attn: Jo O. Thacker, Esquire
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801

QUAD-PARTY DRAINAGE AGREEMENT
KINDRED

THIS QUAD-PARTY DRAINAGE AGREEMENT (this “**Agreement**”) is made and entered into as of the Effective Date (defined below) by and among **OSCEOLA COUNTY**, a political subdivision of the State of Florida, whose address is One Courthouse Square, Suite 4200, Kissimmee, Florida 34741 (the “**County**”), the **TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT**, a Community Development District organized and existing under the laws of the State of Florida, whose address is _____ (the “**Tok**”), the **TOWN OF KINDRED II COMMUNITY DEVELOPMENT DISTRICT**, a Community Development District organized and existing under the laws of the State of Florida, whose address is _____ (the “**TokII**”) and **D.R. Horton, Inc.**, a Florida Corporation, whose address is 10192 Dowden Road Orlando, FL 32832 (or any subsequent successors or assigns, including successors-in-title, either individually or collectively, which may include a community development district or districts for portions of the Property as described herein, as the context requires or permits, the “**Owner**”).

RECITALS:

- A. Owner is the owner of approximately **XXX** acres of real property located within Osceola County, as is more specifically described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Owner Property**”). Tok is the owner of approximately 20.10 acres of real property located within Osceola County, as is more specifically described on **Exhibit “B”** attached hereto and incorporated herein by this reference (the “**Tok Property**”). TokII is the owner of approximately 17.55 acres of real property located within Osceola County, as is more specifically described on **Exhibit “C”** attached hereto and incorporated herein by this reference (the “**TokII Property**”). Osceola County is the owner of approximately 3.98 acres of real property located within Osceola County, as is more specifically described on **Exhibit “D”** attached hereto and incorporated herein by this reference (the “**County Property**”).
- B. The development of the Property is governed in part by that certain _____ Plan approved by the County on _____, as the same may be amended from time to time (the “**Master Plan**”), attached hereto as **Exhibit “E”** and incorporated herein by this reference.
- C. The Owner, in accordance with (i) the Master Plan (ii) that certain conceptual drainage system prepared by Woolpert, Inc. dated April 7 19, 2011 and approved by the South Florida Water Management District (SFWMD) on September 19, 2011 Permit No. 49-02180-P as the same may be amended from time to time (the “**Conceptual Environmental Resource Permit**”), a copy of which is attached hereto as **Exhibit “F”** and by this reference incorporated herein, and other associated approvals with Osceola County and

SFWMD (collectively, the “Development Approvals”), intends to continue development of residential, commercial, and other related amenities and infrastructure on the Property (the “Kindred Project”).

- D. The County and Owner previously entered into that certain East Lake Toho Road Right of Way and Drainage Pond Dedication Agreement recorded April 30, 2008 in O.R. Book 3679, Pages 780-941 of the Public Records of Osceola County, Florida, whereby, among other things, the Owner agreed to sell certain roadway and drainage areas to the County, the County agreed to purchase certain roadway and drainage areas, and the Owner and County agreed to provide for the modification and conveyance of the initial and modified stormwater drainage area within the Development.
- E. The County purchased certain road right-of-way and a stormwater drainage area in accordance with the East Lake Toho Road Right of Way and Drainage Pond Dedication Agreement by Special Warranty Deed as recorded in O.R. Book 3776, Page 633 of the Public Records of Osceola County, Florida.
- F. The County and Owner have caused the preparation and permitting of the Twin Oaks Mitigation Bank as evidenced by that certain SFWMD Permit No. 49-00007-M, most recently modified on July 31, 2020.
- G. The County has given a Deed of Conservation Easement (with) Third Party Beneficiary Rights to USACE as recorded in OR. Book _____, Pages _____ of the Public Records of Osceola County, Florida, a copy of which is attached hereto as **Exhibit “G”** and by this reference incorporated herein.
- H. The Owner has given a Deed of Conservation Easement (with) Third Party Beneficiary Rights to USACE as recorded in OR. Book 5378, Pages 134-147 of the Public Records of Osceola County, Florida, a copy of which is attached hereto as **Exhibit “H”** and by this reference incorporated herein.
- I. The County received a drainage easement agreement from Henry O. Partin and Bertha Lee Partin as recorded in D.B. 98, Pages 389-390 of the Public Records of Osceola County, Florida, a copy of which is attached hereto as **Exhibit “I”** and by this reference incorporated herein.
- J. In furtherance of the development of the Kindred Project and in anticipation of the construction of the Roadways, Drainage Systems, and a Mitigation Bank, the County, Tok, TokII, and Owner desire to enter into this Agreement for the purpose of setting forth the terms and conditions under which the Roadways, Drainage Systems and a Mitigation Bank have and shall continue to be designed, permitted and constructed; and to define the appurtenant ownership and maintenance responsibilities thereof.

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

1. **Recitals.** All of the recitals contained herein are true and correct and are incorporated herein and made a part hereof by this reference.
2. **Effective Date.** This Agreement shall become effective upon the execution of this Agreement by the parties, using the last date of execution as the Effective Date.
3. **Owner Obligations.** In conjunction with the development of the Kindred Project, and subject to the terms and conditions of this Agreement, Owner will undertake the following obligations (defined below):

- A. **Drainage and Conservation Easements for Cross Prairie Parkway F.K.A. East Lake Toho Road.** Contemporaneously with the Effective Date of this Agreement, the Owner shall convey a drainage and conservation easement to the County for those areas of the development located between Kindred Phase 2B and Cross Prairie Parkway identified in the Kindred Overall Drainage Plan enclosed as **Exhibit “J”** in a form consistent with the Drainage and Conservation Easement included as **Exhibit “K”**.
- B. **Dedication of Perpetual Drainage Flowage Easement.** Contemporaneously with the Effective Date of this Agreement, the Owner shall convey a Perpetual Drainage Flowage Easement to the County over and across the portion of the Twin Oaks Mitigation Bank in a form consistent with the Perpetual Drainage Flowage Easement included as **Exhibit “L”**.
- C. **Dedication of Drainage Easement-Partin Canal.** Contemporaneously with the Effective Date of this Agreement, the Owner shall convey a drainage easement to the County over and across the Partin Canal, located north of the Twin Oaks Mitigation Bank identified in the Kindred Overall Drainage Plan enclosed as **Exhibit “J”** in a form consistent with the Drainage Easement included as **Exhibit “M”**.
- D. **Future Dedication of Drainage and Conservation Easements.** The Owner shall convey to the County, directly or indirectly, by easement agreement or by plat, in accordance with the applicable County Land Development Code provisions, a drainage and conservation easement located between Cross Prairie Parkway and the Twin Oaks Mitigation Bank identified in the Kindred Overall Drainage Plan enclosed as **Exhibit “J”** the area of Kindred located between Cross Prairie Parkway and the Twin Oaks Mitigation Bank is developed in a form consistent with the Drainage and Conservation Easement included as **Exhibit “N”**.

4. **Tok Obligations.** Within 45 days of the Effective Date of this Agreement, the Town of Kindred CDD shall convey the Drainage Easement Agreement to the County over and across Tracts 18, 19 and 22 of the Kindred (fka Toho Preserve) Phase 1A and 1B Plat as recorded in Plat Book 24, Pages 8-16 of the Public Records of Osceola County, Florida in a form consistent with the Drainage Easement included as **Exhibit “O”**.

5. **TokII Obligations.** Within 45 days of the Effective Date of this Agreement, the Town of Kindred II CDD shall convey the Drainage Easement Agreement to Osceola County over and across Tract Q of the Kindred Phase 2A Plat as recorded in Plat Book 28, Pages 133-136 of the Public Records of Osceola County, Florida in a form consistent with the Drainage Easement included as **Exhibit “P”**.

6. **County Obligations.** In conjunction with the development of the Kindred Project, and subject to the terms and conditions of this Agreement, County will undertake the following obligations (defined below):

- A. **Vacation of County Drainage Easement.** Contemporaneously with the Effective Date of this Agreement, the County shall vacate that certain easement drainage easement agreement from Henry O. Partin and Bertha Lee Partin as recorded in D.B. 98, Pages 389-390 of the Public Records of Osceola County, Florida, a copy of which is attached hereto as **Exhibit “I”** and by this reference incorporated herein.

B. **Conveyance of County Pond Property.** Contemporaneously with the Effective Date of this Agreement, the County shall deed that certain stormwater drainage area identified in O.R. Book 3776, Page 633 of the Public Records of Osceola County, Florida to Owner in a form consistent with the County Deed included as **Exhibit “Q”**.

7. **Governing Law/Venue.** This Agreement, and all extensions, renewals, amendments, supplements, and modifications thereto, and all questions relating to the validity, interpretation, performance, or enforcement thereof shall be governed by and construed in accordance with the laws of the State of Florida. Except for a suit in Federal court, venue for all suits to enforce this Agreement shall be in Osceola County, Florida. All legal disputes, proceedings, or actions arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Osceola County, Florida, or, if appropriate, the United States District Court for the Middle District of Florida, Orlando Division. Each of the parties hereto warrants and represents that this Agreement is valid, binding and enforceable against and in accordance with the terms and conditions of Florida law.
8. **Notices.** All notices which are required or permitted under this Agreement shall be given to the parties by certified mail, return receipt requested, hand delivery or express courier and shall be effective upon receipt when delivered to the parties at the addresses set forth below (or such other addresses as provided by the parties by written notice delivered in accordance with this paragraph):

If to County: Osceola County
Attn: Don Fisher, County Manager
1 Courthouse Square, Suite 1100
Kissimmee, Florida 34741

With a copy to: Osceola County Attorney’s Office
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741

If to Tok:

With a copy to:

If to TokII:

With a copy to:

If to Owner: D.R. Horton, Inc.

With a copy to: Nelson Mullins Riley & Scarborough
Attn: Jo O. Thacker, Esq.
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801

9. **Public Records.**

A. IF THE OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Information Office
1 Courthouse Square, Suite 3100
Kissimmee, FL 34741
407-742-0100
BCCPIO@osceola.org

B. The Owner understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If the Owner will act on behalf of the County or City, as provided under section 119.011(2), Florida Statutes, the Owner, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by the County or City to perform the service.
2. Upon request from the County's or City's custodian of public records, provide the County or City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Owner does not transfer the records to the County or City.
4. Upon completion of the Agreement, transfer, at no cost, to the County or City, all public records in possession of the Owner or keep and maintain public records required by the County or City to perform the service. If the Owner transfers all public records to the County or City upon completion of the Agreement, the Owner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Owner keeps and maintains public records upon completion of the Agreement, the Owner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's or City's custodian of public records, in a format that is compatible with the information technology systems of the County or City.
5. If the Owner does not comply with a public records request, the County or City shall enforce the contract provisions in accordance with the Agreement.

10. **Audit.** In the performance of this Agreement, the Owner shall keep and maintain books, records and accounts of all activities related to this Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Owner for a period of three years after termination or completion of the Agreement or until the full County audit is complete, whichever comes first. The County shall retain the right to audit the books during the three-year retention period. All books,

records and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

11. **Assignability**. The parties hereto acknowledge and agree that the Owner shall have the right to assign its rights and obligations under this Agreement to any successors in title to all or any part of the Property and shall provide written notice to the County and the City of any assignment. Upon such assignment by the Owner and written notice thereof to the County or City, the Owner shall thereupon be released and discharged from any and all obligations arising under this Agreement.
12. **Amendments**. No amendment, modification or other changes to this Agreement shall be binding upon the parties, unless in writing and executed by all the parties.
13. **Successors and Assigns Bound**. The rights and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, including any successor in title to the Owner to all or any part of the Property.
14. **Counterparts**. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts together constitute duplicates of the one and same instrument.
15. **Recording**. The County shall record this Agreement in the Public Records of Osceola County, at the County's expense.
16. **Indemnification**. The Owner, or its successor and assign, while constructing the Roadways contemplated under this Agreement agrees to be liable for any and all damages, losses and expenses incurred by the City and the County, caused by the grossly negligent acts and/or omissions of the Owner, or any of their employees, agents, contractors, representatives, volunteers, or the like. The Owner agrees to indemnify, defend, and hold the City and the County harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all grossly negligent acts and/or omissions of the Owner, or any of their employees, agents, contractors, representatives, volunteers, or the like.
17. **Severability**. All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
18. **Approvals**. Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly conducted and concluded. Moreover, each party agrees that it will act reasonably in exercising its review and approval functions hereunder and no approval shall be unreasonably delayed or withheld.
19. **Further Assurances**. The parties hereto agree to execute any and all further instruments and documents and to take all such actions as may be reasonably required to carry out the terms of this Agreement and the transactions contemplated herein.

20. **Headings.** The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.
21. **Time.** Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day.
22. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties hereto.
23. **Term.** The term of this Agreement shall begin on the Effective Date and shall continue until all conveyances contemplated herein are provided and all parties required to accept conveyance have accepted, unless extended by a further agreement in writing by the parties, or their successors, and recorded in the Public Records of Osceola County, Florida.
24. **Employment Eligibility Verification (E-Verify).** Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below.

DATED this _____ **day of** _____, **2021.**

“COUNTY”:

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

ATTEST:

**OSCEOLA COUNTY CLERK OF THE
BOARD**

By:_____

By:_____
Chair/Vice Chair

As authorized for execution at the Board of
County Commissioners meeting of:

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below.

DATED this _____ day of _____, 2021.

“Tok”

ATTEST:

Town of Kindred CDD

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below.

DATED this _____ day of _____, 2021.

“TokII”

Town of Kindred II CDD

ATTEST:

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below.

DATED this _____ day of _____, 2021.

Signed, sealed and delivered
In the presence of:

“OWNER”

D.R.Horton, Inc.

Printed Name

By: _____

Printed Name

Print Name:

Its:

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence (____) or online notarization (____) this ____ day of _____ 2021, by, who is _____ personally known to me or _____ who produced _____, as identification.

(Notary stamp/seal)

Notary Public

My Commission Number:

My Commission expires:

EXHIBIT A

Owner Property

EXHIBIT B

Tok Property

Tracts 18, 19 and 22 of the Kindred (fka Toho Preserve) Phase 1A and 1B Plat as recorded in Plat Book 24,
Pages 8-16 of the Public Records of Osceola County, Florida

EXHIBIT C

TokII Property

Tract Q of the Kindred Phase 2A Plat as recorded in Plat Book 28, Pages 133-136 of the Public Records of Osceola County, Florida

EXHIBIT D

County Property

EXHIBIT E

Kindred Master Plan

EXHIBIT F

SFWMD Permit No. 49-02180-P

EXHIBIT G

Deed of Conservation Easement for Twin Oaks Mitigation Bank

Osceola County

EXHIBIT H

Deed of Conservation Easement for Twin Oaks Mitigation Bank

D.R. Horton

EXHIBIT I

Drainage Easement D.B. 98 Pages 389-390

EXHIBIT J

Kindred Overall Drainage Plan

EXHIBIT K

Drainage and Conservation Easement

EXHIBIT L

Perpetual Drainage Flowage Easement

**This Instrument prepared by:
xxxxxxxxxxxxx,
and after recording should
be returned to:**

**Osceola County Public
Works Attn: Real Estate
Asset Manager
1 Courthouse Square, Suite 3100
Kissimmee, Florida 34741**

A Portion of Parcel I.D. Numbers: 25-25-29-0000-0020-0000, 26-25-29-3140-0010-0010, 26-25-29-3140-0010-0100, 26-25-29-3140-0015-0015, 26-25-29-3140-0024-0040, 26-25-29-3140-0001-0010, 26-25-29-3140-0018-0010, 26-25-29-3140-0022-0010, 26-25-29-3140-0021-0010, 26-25-29-3140-0021-0020, 26-25-29-3140-0019-0040, 26-25-29-3140-0020-0010, & 26-25-29-3140-0007-0080.

PERPETUAL DRAINAGE FLOWAGE EASEMENT

THIS PERPETUAL DRAINAGE FLOWAGE EASEMENT (the "Easement") is made as of the _____ day of _____, 2021, by **D.R. HORTON, INC.** with a principal address of 10192 Dowden Road Orlando, Florida 32832-5128 ("GRANTOR") to **OSCEOLA COUNTY, a political subdivision of the State of Florida** with a principal address of 1 Courthouse Square, Suite 3100, Kissimmee, Florida 34741 ("COUNTY").

WITNESSETH:

WHEREAS, GRANTOR is the fee simple owner of that certain real property located in Osceola County, Florida and more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "Property"); and

WHEREAS, The GRANTOR and COUNTY have obtained an Individual Environmental Resource Permit from the South Florida Water Management District for the construction and operation of a 747.91 acre mitigation bank for a project known as Twin Oaks Mitigation Bank in Osceola County (Permit No. 49-00007-M) issued on January 29, 2019 and Modified on July 31, 2020; and

WHEREAS, The GRANTOR granted a Deed of Conservation Easement Third Party Beneficiary Rights to USACE as recorded in O.R. Book 5378, pages 134-147 of the Official Records of Osceola County, Florida (Exhibit "B"); and

WHEREAS, The COUNTY granted a Deed of Conservation Easement Third Party Beneficiary Rights to USACE as recorded in O.R. Book _____, pages _____ of the Official Records of Osceola County, Florida (Exhibit "C"); and

WHEREAS, The COUNTY has determined the continued flowage of surface stormwater across the certain real property described in Exhibit "A" is in the best interest of the public; and

WHEREAS, GRANTOR has agreed to grant to the COUNTY a non-exclusive perpetual drainage easement for the flow of surface water over and across the Property subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby agree as follows:

1

1. Recitations. The foregoing recitations are true and correct and are incorporated herein by this reference.

2. Grant of Non-Exclusive Easement. GRANTOR does hereby grant unto COUNTY a non-exclusive perpetual drainage flowage easement upon, over, and under the Property for the sole purpose of allowing the flowage of surface water from County rights-of-way and associated drainage facilities through the property depicted in Exhibit "A" as provided in the SFWMD permit No. 49-0007-M and as may be modified as mutually agreeable between the permittees. GRANTOR does hereby covenant with the COUNTY that it is lawfully seized and possessed of the Property and that GRANTOR has good and lawful right to convey an easement over the same.

3. Grant of Unobstructed Easement. GRANTOR will not be permitted to construct improvements on the property that block or hinder the flowage of stormwater runoff across the property that are not included in SFWMD Permit No. 49-0007-M, as may be amended from time to time with the mutual consent of the Permittees. If GRANTOR obstructs the easement, COUNTY may remove the obstruction and seek compensation from GRANTOR.

4. Conditions of Easement. GRANTOR and COUNTY hereby agree that it shall not bring any type of hazardous waste or otherwise toxic materials on to the Property. GRANTEE shall only utilize the Property for purposes indicated on the Construction Plans made part of SFWMD Permit No. 49-00007-M as may be amended from time to time with the mutual consent of the Permittees.

5. Conditions of Deed of Conservation Easement Third Party Beneficiary Rights to USACE. GRANTOR and COUNTY hereby agree that both parties shall continue to be bound by the Deed of Conservation Easements provided in Exhibit "B" and Exhibit "C".

6. Amendment. This Easement may not be modified, amended, or terminated without the prior written consent of GRANOR and COUNTY.

7. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Florida.

8. Severability. If any provision of this Easement is declared invalid or unenforceable, then, the remainder of this Easement shall continue in full force and effect.

Signature Pages to Follow

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESS:

By: _____
D.R. Horton, Inc.

Printed Name: _____

Date: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

I hereby certify that the foregoing instrument was acknowledged before on this _____ day of _____, 2021 by, who (_____) are personally known to me, or (____) has produced _____ as identification. WITNESS my hand and official seal in the County and State as aforesaid this _____ day of _____, 2021.

Notary Public

[Notary Seal]

Printed Name

My commission expires

THE ABOVE EASEMENT is accepted for public use by the Osceola County Board of County Commissioners at its regular meeting dated the _____ day of _____, 2021.

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

(seal)

By: _____
Chairwoman/Vice-Chairwoman

ATTEST:

By: _____
Clerk/Deputy Clerk of the Board

As authorized for execution at the Board of
County Commissioners meeting of:

EXHIBIT “A”

EXHIBIT “B”

EXHIBIT “C”

EXHIBIT M

Partin Canal Drainage Easement

This Instrument prepared by:
Shannon M. Charles, Asst. County Attorney
and after recording should be
returned to:

Osceola County Transportation & Transit
Attn: Right-of-Way Manager
1 Courthouse Square, Suite 3100
Kissimmee, Florida 34741

A Portion of Parcel I.D. No: 26-25-29-3140-0024-0040, 26-25-29-3140-0015-0015, 26-25-29-3140-0010-0010, 25-25-29-0000-0020-0000

PERPETUAL PERMANENT EASEMENT

THIS PERPETUAL PERMANENT EASEMENT (the “Easement”) is made as of the _____ day of _____, 20____ by _____, with a principal address of _____ (“GRANTOR”) to **OSCEOLA COUNTY, a political subdivision of the State of Florida**, with a principal address of 1 Courthouse Square, Kissimmee, Florida 34741 (“GRANTEE” or “COUNTY”).

W I T N E S S E T H :

WHEREAS, Grantor is the fee simple owner of that certain real property located in Osceola County, Florida and more particularly described in **Exhibit “A”** attached hereto and made a part hereof (the “Property”); and

WHEREAS, The County has determined that drainage improvements are warranted and in the best interest of the public; and

WHEREAS, Grantor has agreed to grant to the Grantee an exclusive perpetual permanent easement for drainage, maintenance, access, construction, installation, and operation of drainage facilities upon the Property subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby agree as follows:

1. **Recitations.** The foregoing recitations are true and correct and are incorporated herein by this reference.

2. **Grant of Exclusive Easement.** Grantor does hereby grant unto Grantee an exclusive perpetual permanent easement upon, over, and under the Property for the sole purpose of drainage, maintenance, access, construction, installation and operation of drainage facilities as depicted in **Exhibit “A”**. Grantor does hereby covenant with the Grantee that it is lawfully seized and

possessed of the Property and that Grantors have good and lawful right to convey an easement over the same.

3. Grant of Unobstructed Easement. Grantor will not be permitted to place or allow to be placed any obstructions such as landscaping, fences, gates, sheds, building additions, etc. that would prevent the Grantee's ability to use the entire area within the easement boundaries. If Grantor obstructs the easement, Grantee may remove the obstruction and seek compensation from Grantor. If seller's property is fenced, buyer has the right to install at its costs, gates at the north and south boundaries of the easement area for access to the easement, and will provide access for the seller.

4. Conditions of Easement. Grantor hereby agrees that it shall not bring any type of hazardous waste or otherwise toxic materials on to the Property. Grantee shall only utilize the Property for purposes of installing, maintaining and operating drainage facilities for GRANTEE use thereon.

5. Amendment. This Easement may not be modified, amended, or terminated without the prior written consent of Grantor and Grantee.

6. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Florida.

7. Severability. If any provision of this Easement is declared invalid or unenforceable, then, the remainder of this Easement shall continue in full force and effect.

Signature Pages to Follow

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESS:

By: _____
D.R. Horton, Inc.

Printed Name: _____

Date: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

I hereby certify that the foregoing instrument was acknowledged before on this _____ day of _____, 2021 by, who (_____) are personally known to me, or (____) has produced _____ as identification. WITNESS my hand and official seal in the County and State as aforesaid this _____ day of _____, 2021.

Notary Public

[Notary Seal]

Printed Name

My commission expires

THE ABOVE EASEMENT is accepted for public use by the Osceola County Board of County Commissioners at its regular meeting dated the _____ day of _____, 2021.

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

(seal)

By: _____
Chairwoman/Vice-Chairwoman

ATTEST:

By: _____
Clerk/Deputy Clerk of the Board

As authorized for execution at the Board of
County Commissioners meeting of:

EXHIBIT 'A'

**(ADD DESCRIPTION AND SKETCH OF PARTIN
CANAL FROM NEPTUNE ROAD TO KINGS
HIGHWAY)**

EXHIBIT N

Future Drainage and Conservation Easement

EXHIBIT O

Tok Drainage Easement Agreement

This Instrument prepared by:
Shannon M. Charles, Asst. County Attorney
and after recording should be
returned to:

Osceola County Transportation & Transit
Attn: Right-of-Way Manager
1 Courthouse Square, Suite 3100
Kissimmee, Florida 34741

A Portion of Parcel I.D. No: 26-25-29-3140-0024-0040, 26-25-29-3140-0015-0015, 26-25-29-3140-0010-0010, 25-25-29-0000-0020-0000

PERPETUAL PERMANENT EASEMENT AGREEMENT

THIS PERPETUAL PERMANENT EASEMENT AGREEMENT (the “Easement”) is made as of the _____ day of _____, 2021 by _____, with a principal address of _____ (“GRANTOR”) to **OSCEOLA COUNTY, a political subdivision of the State of Florida**, with a principal address of 1 Courthouse Square, Kissimmee, Florida 34741 (“GRANTEE” or “COUNTY”).

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that certain real property located in Osceola County, Florida and more particularly described in **Exhibit “A”** attached hereto and made a part hereof (the “Property”); and

WHEREAS, The County has determined that drainage improvements are warranted and in the best interest of the public; and

WHEREAS, Grantor has agreed to grant to the Grantee an exclusive perpetual permanent easement for drainage, maintenance, access, construction, installation, and operation of drainage facilities upon the Property subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby agree as follows:

1. **Recitations.** The foregoing recitations are true and correct and are incorporated herein by this reference.

2. **Grant of Exclusive Easement.** Grantor does hereby grant unto Grantee an exclusive perpetual permanent easement upon, over, and under the Property for the sole purpose of drainage, maintenance, access, construction, installation and operation of drainage facilities as depicted in **Exhibit “A”**. Grantor does hereby covenant with the Grantee that it is lawfully seized and

possessed of the Property and that Grantors have good and lawful right to convey an easement over the same.

3. Grant of Unobstructed Easement. Grantor will not be permitted to place or allow to be placed any obstructions such as landscaping, fences, gates, sheds, building additions, etc. that would prevent the Grantee's ability to use the entire area within the easement boundaries. If Grantor obstructs the easement, Grantee may remove the obstruction and seek compensation from Grantor. If seller's property is fenced, buyer has the right to install at its costs, gates at the north and south boundaries of the easement area for access to the easement, and will provide access for the seller.

4. Roadway and Drainage Improvements. The GRANTOR agrees the drainage facilities located within Exhibit "A" may be modified by the GRANTEE or its successors/assign to allow for additional road improvements within Cross Prairie Parkway and intersecting COUNTY maintained rights-of-way (IMPROVEMENTS). The COUNTY shall be responsible for all costs as to the modification of any permits and the modification of the drainage improvements. COUNTY shall have the right, at the COUNTY's sole cost and expense, to expand, reconfigure and reconstruct any drainage improvements within Exhibit "A" to support additional IMPROVEMENTS. COUNTY shall be responsible, at its expense, for the engineering, design, permitting, construction and installation of any IMPROVEMENTS. COUNTY shall coordinate any such work with the GRANTOR and, prior to any such construction, COUNTY shall provide GRANTOR with copies of detailed proposed construction plans and any Permit or modification of Permit application related to the IMPROVEMENTS issued by the South Florida Water Management District for consent and approval by GRANTOR. GRANTOR shall have thirty (30) days after receipt to review, comment upon and approve the IMPROVEMENT plans and execute, if required, any proposed SFWMD Permit application or Permit modification application. The GRANTOR shall be provided with copies of final approved IMPROVEMENT plans and all required permits.

5. Maintenance of Drainage Improvements. The GRANTOR and GRANTEE agree the existing drainage facilities within Exhibit "A" are currently maintained by the GRANTOR and GRANTOR shall remain responsible for the perpetual maintenance of the drainage facilities in accordance with the surveyor's notes on the Plat of KINDRED (fka Toho Preserve) Phase 1A and 1B as recorded in Plat Book 24, Pages 8 through 16 of the Public Records of Osceola County, Florida. The GRANTEE shall have the right, but not the obligation, to access, maintain, repair, replace or otherwise care for or cause to be cared for, the drainage facilities within Exhibit "A", including without limitation the drainage systems constructed thereon.

5. Conditions of Easement. Grantor hereby agrees that it shall not bring any type of hazardous waste or otherwise toxic materials on to the Property. Grantee shall only utilize the Property for purposes of installing, maintaining and operating drainage facilities for GRANTEE use thereon.

6. Amendment. This Easement may not be modified, amended, or terminated without the prior written consent of Grantor and Grantee.

7. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Florida.

8. Severability. If any provision of this Easement is declared invalid or unenforceable, then, the remainder of this Easement shall continue in full force and effect.

Signature Pages to Follow

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESS:

By: _____
D.R. Horton, Inc.

Printed Name: _____

Date: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

I hereby certify that the foregoing instrument was acknowledged before on this _____ day of _____, 2021 by, who (_____) are personally known to me, or (____) has produced _____ as identification. WITNESS my hand and official seal in the County and State as aforesaid this _____ day of _____, 2021.

Notary Public

[Notary Seal]

Printed Name

My commission expires

THE ABOVE EASEMENT is accepted for public use by the Osceola County Board of County Commissioners at its regular meeting dated the _____ day of _____, 2021.

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

(seal)

By: _____
Chairwoman/Vice-Chairwoman

ATTEST:

By: _____
Clerk/Deputy Clerk of the Board

As authorized for execution at the Board of
County Commissioners meeting of:

EXHIBIT 'A'

Tracts 18, 19 and 22 of the Kindred (fka Toho Preserve) Phase 1A and 1B Plat as recorded in Plat Book 24, Pages 8-16 of the Public Records of Osceola County, Florida

EXHIBIT P

TokII Drainage Easement Agreement

This Instrument prepared by:
Shannon M. Charles, Asst. County Attorney
and after recording should be
returned to:

Osceola County Transportation & Transit
Attn: Right-of-Way Manager
1 Courthouse Square, Suite 3100
Kissimmee, Florida 34741

A Portion of Parcel I.D. No: 26-25-29-3140-0024-0040, 26-25-29-3140-0015-0015, 26-25-29-3140-0010-0010, 25-25-29-0000-0020-0000

PERPETUAL PERMANENT EASEMENT AGREEMENT

THIS PERPETUAL PERMANENT EASEMENT AGREEMENT (the “Easement”) is made as of the _____ day of _____, 2021 by _____, with a principal address of _____ (“GRANTOR”) to **OSCEOLA COUNTY, a political subdivision of the State of Florida**, with a principal address of 1 Courthouse Square, Kissimmee, Florida 34741 (“GRANTEE” or “COUNTY”).

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that certain real property located in Osceola County, Florida and more particularly described in **Exhibit “A”** attached hereto and made a part hereof (the “Property”); and

WHEREAS, The County has determined that drainage improvements are warranted and in the best interest of the public; and

WHEREAS, Grantor has agreed to grant to the Grantee an exclusive perpetual permanent easement for drainage, maintenance, access, construction, installation, and operation of drainage facilities upon the Property subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby agree as follows:

1. **Recitations.** The foregoing recitations are true and correct and are incorporated herein by this reference.

2. **Grant of Exclusive Easement.** Grantor does hereby grant unto Grantee an exclusive perpetual permanent easement upon, over, and under the Property for the sole purpose of drainage, maintenance, access, construction, installation and operation of drainage facilities as depicted in **Exhibit “A”**. Grantor does hereby covenant with the Grantee that it is lawfully seized and

possessed of the Property and that Grantors have good and lawful right to convey an easement over the same.

3. Grant of Unobstructed Easement. Grantor will not be permitted to place or allow to be placed any obstructions such as landscaping, fences, gates, sheds, building additions, etc. that would prevent the Grantee's ability to use the entire area within the easement boundaries. If Grantor obstructs the easement, Grantee may remove the obstruction and seek compensation from Grantor. If seller's property is fenced, buyer has the right to install at its costs, gates at the north and south boundaries of the easement area for access to the easement, and will provide access for the seller.

4. Roadway and Drainage Improvements. The GRANTOR agrees the drainage facilities located within Exhibit "A" may be modified by the GRANTEE or its successors/assign to allow for additional road improvements within Cross Prairie Parkway and intersecting COUNTY maintained rights-of-way (IMPROVEMENTS). The COUNTY shall be responsible for all costs as to the modification of any permits and the modification of the drainage improvements. COUNTY shall have the right, at the COUNTY's sole cost and expense, to expand, reconfigure and reconstruct any drainage improvements within Exhibit "A" to support additional IMPROVEMENTS. COUNTY shall be responsible, at its expense, for the engineering, design, permitting, construction and installation of any IMPROVEMENTS. COUNTY shall coordinate any such work with the GRANTOR and, prior to any such construction, COUNTY shall provide GRANTOR with copies of detailed proposed construction plans and any Permit or modification of Permit application related to the IMPROVEMENTS issued by the South Florida Water Management District for consent and approval by GRANTOR. GRANTOR shall have thirty (30) days after receipt to review, comment upon and approve the IMPROVEMENT plans and execute, if required, any proposed SFWMD Permit application or Permit modification application. The GRANTOR shall be provided with copies of final approved IMPROVEMENT plans and all required permits.

5. Maintenance of Drainage Improvements. The GRANTOR and GRANTEE agree the existing drainage facilities within Exhibit "A" are currently maintained by the GRANTOR and GRANTOR shall remain responsible for the perpetual maintenance of the drainage facilities in accordance with the notes on the Plat of KINDRED Phase 2A as recorded in Plat Book 28, Pages 133 through 136 of the Public Records of Osceola County, Florida. The GRANTEE shall have the right, but not the obligation, to access, maintain, repair, replace or otherwise care for or cause to be cared for, the drainage facilities within Exhibit "A", including without limitation the drainage systems constructed thereon.

5. Conditions of Easement. Grantor hereby agrees that it shall not bring any type of hazardous waste or otherwise toxic materials on to the Property. Grantee shall only utilize the Property for purposes of installing, maintaining and operating drainage facilities for GRANTEE use thereon.

6. Amendment. This Easement may not be modified, amended, or terminated without the prior written consent of Grantor and Grantee.

7. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Florida.

8. Severability. If any provision of this Easement is declared invalid or unenforceable, then, the remainder of this Easement shall continue in full force and effect.

Signature Pages to Follow

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESS:

By:_____

Printed Name:_____

Date:_____

Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

I hereby certify that the foregoing instrument was acknowledged before on this _____ day of _____, 2021 by, who (_____) are personally known to me, or (____) has produced _____ as identification. WITNESS my hand and official seal in the County and State as aforesaid this _____ day of _____, 2021.

Notary Public

[Notary Seal]

Printed Name

My commission expires

THE ABOVE EASEMENT is accepted for public use by the Osceola County Board of County Commissioners at its regular meeting dated the _____ day of _____, 2021.

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

(seal)

By: _____
Chairwoman/Vice-Chairwoman

ATTEST:

By: _____
Clerk/Deputy Clerk of the Board

As authorized for execution at the Board of
County Commissioners meeting of:

EXHIBIT 'A'

Tract Q of the Kindred Phase 2A Plat as recorded in Plat Book 28, Pages 133-136 of the Public Records of Osceola County, Florida

EXHIBIT Q

County Deed for Pond Parcel

TAB 8

MEMORANDUM

TO: DISTRICT MANAGER

FROM: KUTAK ROCK LLP

RE: WASTEWATER AND STORMWATER NEEDS ANALYSIS

During the 2021 legislative session sections 403.9301 and 403.9302, Florida Statutes, were enacted requiring local governments to perform a 20-year needs analysis of certain wastewater and stormwater services or systems. Subject special districts are required to complete this analysis by June 30, 2022, and every five years thereafter. This memorandum answers basic questions regarding these new statutory provisions and requests that District Managers seek authorization for staff to solicit proposals to complete the required study as appropriate. We expect the services necessary to complete the required analysis to be exempt from competitive solicitation requirements as a planning or study activity below the statutory threshold of \$35,000. §§ 287.055, 287.017, Fla. Stat. Thus, as deemed appropriate and in the best interests of the subject district, districts may elect to utilize the services of existing engineering or other professionals currently under contract or may seek additional proposals for completion of the required needs analysis.

Which special districts are required to complete a needs analysis under sections 403.9301 and 403.9302, Florida Statutes?

Special districts providing “wastewater services” or a “stormwater management program or stormwater management system” must complete a needs analysis.¹

What constitutes “wastewater services”?

Wastewater services means providing service to pipelines or conduits, pumping stations, and force mains and associated facilities used for collecting or conducting wastes to an ultimate point for treatment or disposal or to a plant or other works used for the purpose of

¹ Counties, municipalities, and special districts located in a “rural area of opportunity” may be exempt from the requirements of sections 403.9301 and 403.9302, Florida Statutes, if compliance would create an undue economic hardship. This includes:

- *Northwest Rural Area of Opportunity:* Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties, and the area within the city limits of Freeport and Walton County north of the Choctawhatchee Bay and intercoastal waterway.
- *South Central Rural Area of Opportunity:* DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, and the cities of Pahokee, Belle Glade, and South Bay (Palm Beach County), and Immokalee (Collier County).
- *North Central Rural Area of Opportunity:* Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties.

treating, stabilizing, or holding wastewater principally from dwellings, business buildings, institutions, and sanitary wastewater or sewage treatment plants.

What constitutes “stormwater management program or stormwater management system”?

“Stormwater management program” means an institutional strategy for stormwater management, including urban, agricultural and other stormwater. “Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over-drainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system.

What must the needs analysis for these services or systems include?

- A detailed description of associated facilities;
- The number of current and projected residents served calculated in 5-year increments;
- The current and projected service area;
- The current and projected cost of providing services calculated in 5-year increments;
- The estimated remaining useful life of each facility or its major components;
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components; and
- The district’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the district expects to close any projected funding gap.

When must the needs analysis required be complete?

The 20-year needs analysis must be completed by June 30, 2022.

What happens to the needs analysis once it is complete?

The complete needs analysis and associated methodology and supporting data must be submitted to the county within which the largest portion of the subject district facilities are located. Each county must then compile all analyses submitted to it (from special districts, municipalities, and the county itself) into a single document that must be filed with the Department of Environmental Protection and Office of Economic and Demographic Research by July 31, 2022 and every five years thereafter. The Office of Economic and Demographic research is required to evaluate the compiled documents for purposes of developing a statewide analysis that will include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure.