



Rizzetta & Company

# Town of Kindred Community Development District

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**Board of Supervisors'  
Special Meeting  
October 14, 2021**

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

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

**TOWN OF KINDRED  
COMMUNITY DEVELOPMENT DISTRICT**

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

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

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

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

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

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

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT**  
District Office · Orlando, Florida · (407) 472-2471  
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.townofkindredcdd.org

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October 7 2021

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

**AGENDA**

Dear Board Members:

The special meeting of the Board of Supervisors of the Town of Kindred Community Development District will be held on **Wednesday, October 14, 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 September 22, 2021..... Tab 1
  - B. Consideration of Operation and Maintenance Expenditures September 2021.....Tab 2
- 4. BUSINESS ADMINISTRATION**
  - A. Consideration of Amenity Privileges Suspension – Hearing
    - i. Summary of Incident-Related Documentation.....Tab 3
    - ii. Presentation of Pertinent Amenity Policies
    - iii. Presentation of Incident
    - iv. Amenity Staff Recommendation on Reinstatement or Further Suspension of Amenity Privileges Presentation by Suspendee
    - v. Board Discussion
    - vi. Final Decision of the Board
  - B. Consideration of Interlocal Agreement between Town of Kindred Community Development District and Town of Kindred Community Development District II regarding Amenity Usage.....Tab 4
- 5. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. District Manager
- 6. SUPERVISOR REQUESTS AND COMMENTS**
- 7. ADJOURNMENT**

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

Very truly yours,

*Richard Hernandez*

Richard Hernandez  
District Manager

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

**TAB 1**

**MINUTES OF MEETING**

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

**TOWN OF KINDRED  
COMMUNITY DEVELOPMENT DISTRICT**

The special meeting of the Board of Supervisors of the **Town of Kindred Community Development District** was held on **Tuesday, September 22, 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	<b>Board Supervisor, Chairman</b>
Louis Avelli	<b>Board Supervisor, Vice Chairman</b>
Anthony Benitez	<b>Board Supervisor, Assistant Secretary</b>
Dallas Austin	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Richard Hernandez	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Paul Almonte	<b>Community &amp; Lifestyle Manager, Artemis Lifestyles</b>
Ashley Sorto	<b>Community &amp; Lifestyle Manager, Artemis Lifestyles</b>
Michelle Rigoni	<b>District Counsel, Hopping Greens &amp; Sams</b>
Xabier Guerricagoitia	<b>District Engineer, Boyd Civil Engineering, Inc.</b>
Brett Sealy	<b>MBS Capital Markets, LLC</b>
Sarah Zare	<b>MBS Capital Markets, LLC</b>
Bill Johnson	<b>Rizzetta &amp; Company, Inc.</b>
Jo Thacker	<b>Nelson Mullins Broad and Cassel</b>
Mark Yahn	<b>Sunscape Consulting</b>
Nicole Ailes	<b>Yellowstone Landscape</b>
Tom Lazzaro	<b>Down to Earth</b>

Audience	<b>None</b>
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**FIRST ORDER OF BUSINESS**

**Call to Order**

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

**SECOND ORDER OF BUSINESS**

**Audience Comments on the Agenda Items**

There were no audience comments at this time.

**THIRD ORDER OF BUSINESS**

**Acceptance of Resignation from Supervisor  
John Auld**

On Motion by Mr. Valantasis, seconded by Mr. Avelli, with all in favor, the Board of Supervisors' accepted Supervisor John Auld's resignation from the Board (Seat No. 2), effective as of September 13, 2021, for the Town of Kindred Community Development District.

**FOURTH ORDER OF BUSINESS**

**Appointment of Candidate to Board of  
Supervisor**

- i. Administration of Oath of Office and Discussion of Sunshine and Public Record Laws*

On Motion by Mr. Valantasis, seconded by Mr. Benitez, with all in favor, the Board of Supervisors' appointed Dallas Austin to the Board of Supervisors (Seat No. 2), for the Town of Kindred Community Development District.

Mr. Hernandez administered the Oath of Office to present Supervisor Dallas Austin.

Ms. Rigoni briefly explained the Sunshine and Public Record Laws.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-10,  
Designating Officers**

Mr. Hernandez presented and reviewed Resolution 2021-10 with the Board.

Resolution 2021-10, Designating Officers designates Dallas Austin as an Assistant Secretary for the District.

Modifications will be made to reflect Supervisor Avelli as Vice Chairman.

Mr. Valantasis will remain as Chairman.

On Motion by Mr. Valantasis, seconded by Mr. Benitez, with all in favor, the Board of Supervisors' approved Resolution 2021-10, Designating Officers, for the Town of Kindred Community Development District.

**SIXTH ORDER OF BUSINESS**

**Consideration of the Minutes of the Board of Supervisors' Meeting held on August 10, 2021**

Mr. Hernandez presented and reviewed the minutes of the meeting held on August 10, 2021 with the Board.

On Motion by Mr. Avelli, seconded by Mr. Benitez, with all in favor, the Board of Supervisors' approved the minutes of the Board of Supervisors' Special Meeting held on August 10, 2021, for the Town of Kindred Community Development District.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Operation and Maintenance Expenditures July – August 2021**

On Motion by Mr. Avelli, seconded by Mr. Valantasis, with all in favor, the Board of Supervisors' ratified the Operation and Maintenance Expenditures for July 2021, in the amount of \$59,119.74, and August 2021, in the amount of \$75,031.33, for the Town of Kindred Community Development District.

**EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-09, Re-Designating Registered Agent**

Mr. Hernandez presented and reviewed Resolution 2021-09 with the Board.

Resolution 2021-09, Re-Designating Registered Agent designates Sarah Sandy as the Registered Agent for the District.

On a motion by Mr. Avelli, seconded by Mr. Valantasis, with all in favor, the Board of Supervisors approved Resolution 2021-09, Re-Designating Registered Agent, for the Town of Kindred Community Development District.

**NINTH ORDER OF BUSINESS**

**Consideration of Landscape RFP**

Mr. Yahn presented the bid comparison.

Mr. Hernandez presented and reviewed two proposals as follows:

Down to Earth: \$316,166.00

Yellowstone: \$438,360.00

Representatives from both companies were presented opportunities to present their bids and answer questions from the Board.

After Board discussion, ranking sheets were provided to the Board. The total points awarded were as follows: Down to Earth: 390 out of 400 and Yellowstone Landscape: 300 out of 400. As such, Down to Earth was the highest-ranked responsible and responsive bidder.

On a motion by Mr. Valantasis, seconded by Ms. Austin, with all in favor, the Board of Supervisors approved the Board's rankings of the Landscape RFP ranking Down to Earth as the highest ranked responsive and responsible bidder, for the Town of Kindred Community Development District.

On a motion by Mr. Valantasis, seconded by Ms. Austin, with all in favor, the Board of Supervisors approved a motion to authorize District Management to send the Notice of Intent to Award Letters to Down to Earth and Yellowstone Landscape and for District Counsel to draft the Landscape Agreement, for the Town of Kindred Community Development District.

**TENTH ORDER OF BUSINESS**

**Consideration of Reinstating Resident's  
Amenity Access**

Mr. Almonte briefly described the occurrence of a check that the District's financial institution returned due to insufficient funds for a clubhouse rental check. Mr. Almonte reached out to the resident; however, the resident failed to respond.

The resident's facility amenity access is temporarily suspended as the resident violated the District's Amenity Policies.

The resident violated the following policies:

- False information on any application for the use of the Amenities.
- Failure to pay amounts owed to the District in a proper and timely manner.
- Failure to abide by any District rules or policies.

The Board directed District Management to work in conjunction with District Counsel to draft a letter to notify the resident that their amenity access has been temporarily suspended until the next Board of Supervisor meeting on October 14, 2021, even if the outstanding rental fees are paid. Board directed staff to only accept money orders as a form of payment to ensure sufficient funds.



**ELEVENTH ORDER OF BUSINESS**

**Ratification of FY 2022 Insurance Renewal**

Mr. Hernandez presented and explained the insurance renewal cost increase to the Board.

District Counsel suggested appointing a Board Member to work with Mr. Hernandez outside of the meeting to finalize the FY 2022 Insurance Renewal to fit the premium within the District's budget.

On a motion by Ms. Dallas, seconded by Mr. Valantasis, with all in favor, the Board of Supervisors approved motion to authorized Supervisor Avelli to work with the District Manager to finalize the FY 2022 Insurance Renewal, for the Town of Kindred Community Development District.

**TWELFTH ORDER OF BUSINESS**

**Consideration of Premium Finance Agreement – IPFS Corporation**

Mr. Hernandez presented and reviewed the finance agreement with the Board. The finance agreement full amount with the 6.5% interest rate is \$29,545.23.

The proposal as presented was not within the District's adopted budget.

On a motion by Ms. Dallas, seconded by Mr. Valantasis, with all in favor, the Board of Supervisors approved motion to authorized Supervisor Avelli to work with the District Manager to finalize the finance agreement cost for FY 2022 Insurance Renewal, as necessary, for the Town of Kindred Community Development District.

**THIRTEENTH ORDER OF BUSINESS**

**Staff Reports**

A. District Counsel  
No Report.

B. District Engineer  
No Report.

C. District Manager  
Mr. Hernandez informed the Board of the completion dates and developments within the community in between District meetings.

The next meeting is 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.

**FOURTEENTH ORDER OF BUSINESS**

**Supervisor Requests and Audience  
Comments**

A resident addressed the Board regarding speeding concerns within the community.

Mr. Hernandez recommended that the community join the Osceola County traffic calming program.

**FIFTHTEENTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Valantasis, seconded by Mr. Avelli, with all in favor, the Board of Supervisors' adjourned the meeting at 11:25 a.m., for Town of Kindred Community Development District.
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Assistant Secretary

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Chairman/Vice Chairman

**TAB 2**

# TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

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District Office · Orlando, FL 32819

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

## Operation and Maintenance Expenditures September 2021 For Board Approval

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

The total items being presented: **\$17,221.74**

Approval of Expenditures:

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\_\_\_\_\_ Chairperson

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

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

# Town of Kindred Community Development District

## Paid Operation & Maintenance Expenditures

September 1, 2021 Through September 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Access Control Technologies, Inc.	2195	P52165	HID Prox Cards 08/21	\$ 447.82
Aquatic Weed Control, Inc.	2196	13240	Monthly Maintenance on 6 Ponds 07/21	\$ 550.00
Aquatic Weed Control, Inc.	2196	13340	Monthly Maintenance on 6 Ponds 08/21	\$ 550.00
Artemis Lifestyle Services, Inc.	2197	13011	August 2021 Payroll	\$ 5,333.00
Boyd Civil Engineering, Inc	2198	3058	Engineering Services 06/21	\$ 243.75
Celebration PH Holdings, Ltd dba Holiday Inn SW	2200	BEO#: 7369	Meeting Room 09/21	\$ 92.25
Dallos Services, Inc.	2203	3295	Clubhouse Maintenance 08/21	\$ 275.00
Dallos Services, Inc.	2203	3297	Clubhouse Maintenance 08/21	\$ 275.00
Dallos Services, Inc.	2203	3300	Clubhouse Maintenance 08/21	\$ 275.00
Dallos Services, Inc.	2203	3303	Clubhouse Maintenance 08/21	\$ 263.75
Dallos Services, Inc.	2203	3306	Clubhouse Maintenance 08/21	\$ 275.00
Florida Department of Revenue	2199	Sales Tax 08/21	Sales Tax - 08/21	\$ 25.81
Rizzetta & Company, Inc.	2201	INV0000061071	District Management Fees 09/21	\$ 4,300.00

# Town of Kindred Community Development District

## Paid Operation & Maintenance Expenditures

September 1, 2021 Through September 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta Technology Services	2202	INV0000007848	Email & Website Hosting Service 09/21	\$ 175.00
Spectrum Business	91421	07499050108262	1450 Diamond Loop Dr - TV and Voice - 09/21	\$ 294.34
Toho Water Authority	2194	Water Summary I 08/21	Water Summary I 08/21	\$ 3,327.43
Toho Water Authority	210930	Water Summary II 08/21	Water Summary II 08/21	\$ 177.34
Truly Nolen of America, Inc.	2204	711132781	Pest Monthly Commercial 09/21	\$ 64.00
Truly Nolen of America, Inc.	2204	711132782	Mosquito Commercial Monthly 09/21	\$ 71.00
Waste Connections of Florida	2205	1349519	Waste Disposal Services 09/21	\$ 206.25
<b>Report Total</b>				<b><u>\$ 17,221.74</u></b>

**Access Control Technologies, Inc.**

**Invoice**

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

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

Date	Invoice #
8/19/2021	P52165

**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	9/18/2021	House		8/17/2021	UPS	TRANSM

Quantity	Description	Rate	Amount
100	HID Prox Cards (100 of 200) FC: 29 SEQ: 33000-33099	4.25	425.00
1	Shipping and Handling 1Z3625790356153627 UPS 8/17/21	22.82	22.82

Date Rec'd Rizzetta & Co., Inc. 08/19/2021  
 D/M approval RH Date 8/23/21  
 Date entered 08/20/2021  
 Fund 001 GL 57200 OC 4504  
 Check # \_\_\_\_\_

We Appreciate Your Business	<b>Subtotal</b>	\$447.82
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$447.82
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$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.

Aquatic Weed Management, Inc.

# Invoice

P.O. Box 1259  
Haines City, FL 33845  
863-412-1919

Date	Invoice #
7/31/2021	13240

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

P.O. No.	Terms	Project
	Net 15	

Quantity	Description	Rate	Amount
	Monthly pond herbicide maintenance on 6 ponds totaling approximately 20 acres.	550.00	550.00

Date Rec'd Rizzetta & Co., Inc. 08/04/2021  
D/M approval RA Date 8/6/21  
Date entered 08/06/2021  
Fund 001 GL 53800 OC 4605  
Check # \_\_\_\_\_

The month on the date of the invoice should correspond to the month treatments were made. Thanks!

**Total**

\$550.00





**Artemis Lifestyle**

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

# INVOICE

**BILL TO**

c/o Rizzetta & Company  
3434 Coldwell Ave Suite 200  
Tampa, FL 33614

**INVOICE #** 13011

**DATE** 08/02/2021

**DUE DATE** 08/02/2021

**TERMS** Due on receipt

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

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BALANCE DUE

**\$5,333.00**

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

D/M approval RA Date 8/6/21

Date entered 08/06/2021

Fund 001 GL 57200 OC 3305

Check # \_\_\_\_\_



# BOYD CIVIL ENGINEERING, INC.

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

## INVOICE

INVOICE DATE: 8/2/2021  
INVOICE NO: 03058  
BILLING THROUGH: 8/1/2021

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

### 1007.013.A - Professional Services

Managed By: Xabier  
Guerricagoitia, P.E.

#### PROFESSIONAL SERVICES

DATE	EMPLOYEE	DESCRIPTION	HOURS	RATE	AMOUNT
6/28/2021	Xabier Guerricagoitia, P.E.	Maps for Publishing	0.50	\$200.000	\$100.00
6/28/2021	Rafael Figuera Jimenez	Town of Kindred CDD I - Exhibit Maps for Publishing	1.25	\$115.000	\$143.75
<b>TOTAL SERVICES</b>			<b>1.75</b>		<b>\$243.75</b>
<b>SUBTOTAL</b>					<b>\$243.75</b>
<b>AMOUNT DUE THIS INVOICE</b>					<b>\$243.75</b>

This invoice is due on 9/1/2021

#### RETAINER SUMMARY

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

Date Rec'd Rizzetta & Co., Inc. 08/04/2021  
D/M approval RY Date 8/6/21  
Date entered 08/06/2021  
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#: 7369**  
 PAGE 1 of 1  
 Date Printed: 09/01/2021

**Estimate of Charges**

<b>Account:</b>	MCOIB-Meetings Only 2020	<b>Event Date</b>	<b>Wednesday, September 22, 2021</b>		
<b>Post As:</b>	Town of Kindred CDD	<b>Contact:</b>	Richard Hernandez		
<b>Address:</b>	C/O Rizzetta & Company 3434 Colwell Ave Suite 200 Tampa, Fl 33614	<b>Phone:</b>	(407) 472-2471		
		<b>E-mail:</b>	rhernandez@rizzetta.com		
		<b>On-Site Contact:</b>			
<b>Master Account #:</b>		<b>Hotel Contact:</b>	Dena Bullard		
<b>Payment Method:</b>		<b>Booked By:</b>	Dena Bullard		
<b>Date</b>	<b>Time</b>	<b>Event</b>	<b>Room</b>	<b>AGR</b>	<b>GTD</b>
Wed, Sep 22	10:30 AM - 1:30 PM	Meeting	Festive (real)	15	
<b>Function Room Rental</b>					
<b>Quantity</b>	<b>Item</b>		<b>Amount</b>	<b>Total</b>	
1	Festive (real)		\$75.00	\$75.00	
			<b>Subtotal:</b>	<b>\$75.00</b>	
			<b>Service Fee:</b>	\$17.25	
			<b>Sales Tax 7.50%:</b>	\$0.00	
			<b>Function Room Rental Subtotal:</b>	<b>\$92.25</b>	
			<b>Check Subtotal</b>	\$75.00	
			<b>Total Service Fees</b>	\$17.25	
			<b>Total Taxes</b>	\$0.00	
			<b>Check Grand Total</b>	<b>\$92.25</b>	
			<b>Deposit Paid</b>	\$.00	
			<b>Balance Due</b>	<b>\$92.25</b>	

Date Rec'd Rizzetta & Co., Inc. 09/01/2021  
 D/M approval RH Date 9/8/21  
 Date entered 09/03/2021  
 Fund 001 GL 57900 OC 4799  
 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 Rizzeta & Company  
3434 Colwell Ave, Suite 200  
Tampa, Florida 33614

**INVOICE #** 3295  
**DATE** 08/02/2021  
**DUE DATE** 08/02/2021  
**TERMS** Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Cleaning:KINDRED Janitorial</b> Janitorial services	20	13.75	275.00

Work performed week 07/26/21 to 08/01/21

BALANCE DUE

**\$275.00**

Date Rec'd Rizzeta & Co., Inc. 08/04/2021  
D/M approval RH Date 8/6/21  
Date entered 08/06/2021  
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 Rizzeta & Company  
3434 Colwell Ave, Suite 200  
Tampa, Florida 33614

**INVOICE #** 3300  
**DATE** 08/16/2021  
**DUE DATE** 08/16/2021  
**TERMS** Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Cleaning:KINDRED Janitorial</b> Janitorial services	20	13.75	275.00

Work performed week 08/09/21 to 08/16/21

BALANCE DUE

**\$275.00**

Date Rec'd Rizzetta & Co., Inc. 08/17/2021

D/M approval RH Date 8/23/21

Date entered 08/20/2021

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 Rizzeta & Company  
3434 Colwell Ave, Suite 200  
Tampa, Florida 33614

**INVOICE #** 3303

**DATE** 08/23/2021

**DUE DATE** 08/23/2021

**TERMS** Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Cleaning:KINDRED Janitorial</b> Janitorial services	20	13.75	275.00

Work performed week 08/16/21 to 08/22/21

SUBTOTAL	275.00
DISCOUNT	-11.25
TOTAL	263.75
BALANCE DUE	<b>\$263.75</b>

Date Rec'd Rizzetta & Co., Inc. 08/24/2021

D/M approval RA Date 9/2/21

Date entered 08/27/2021

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 Rizzeta & Company  
3434 Colwell Ave, Suite 200  
Tampa, Florida 33614

**INVOICE #** 3306  
**DATE** 08/30/2021  
**DUE DATE** 08/30/2021  
**TERMS** Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Cleaning:KINDRED Janitorial</b> Janitorial services	20	13.75	275.00

Work performed week 08/23/21 to 08/29/21

BALANCE DUE

**\$275.00**

Date Rec'd Rizzeta & Co., Inc. 08/30/2021  
D/M approval RH Date 9/8/21  
Date entered 09/03/2021  
Fund 001 GL 57200 OC 4706  
Check # \_\_\_\_\_

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

HD/PM Date: / /  
3. Taxable Amount

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

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

1. Gross Sales	2. Exempt Sales	3. Taxable Amount	4. Tax Due
.	.	.	.
Include use tax on Internet / out-of-state untaxed purchases →			
.	.	.	.
344.19	—	344.19	25.81
Surtax Rate: .0050		Reporting Period: AUG 2021	5. Total Amount of Tax Due 25.81
			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 25.81
			11. Less Collection Allowance
			12. Plus Penalty
			13. Plus Interest
			14. Amount Due with Return 25.81

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

Due: SEP 01 2021  
Late After: SEP 20 2021

0500 0 20210831 0001003031 4 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 \_\_\_\_\_  
Date \_\_\_\_\_  
Telephone Number \_\_\_\_\_

Signature of Preparer  \_\_\_\_\_  
Date 08/31/21 \_\_\_\_\_  
Telephone Number \_\_\_\_\_

**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)	0.39
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. 08/30/2021

D/M approval RA Date 9/8/21

Date entered 09/03/2021

Fund 001 GL 21900 OC

Check #



**Rizzetta Technology Services**  
 3434 Colwell Avenue  
 Suite 200  
 Tampa FL 33614

**Invoice**

Date	Invoice #
9/1/2021	INV0000007848

**Bill To:**

TOWN OF KINDRED CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614
---

Services for the month of	Terms	Client Number
September		00157

Description	Qty	Rate	Amount
Email Accounts, Admin & Maintenance	5	\$15.00	\$75.00
Website Compliance and Management	1	\$100.00	\$100.00
<p>               Date Rec'd Rizzetta &amp; Co., Inc. <u>08/31/2021</u>                D/M approval <u>RA</u> Date <u>9/8/21</u>                Date entered <u>09/03/2021</u>                Fund <u>001</u> GL <u>51300</u> OC <u>5103</u>                Check # _____             </p>			
<b>Subtotal</b>			\$175.00
<b>Total</b>			\$175.00



August 26, 2021  
 Invoice Number: 074990501082621  
 Account Number: 0050749905-01  
 Security Code:  
 Service At: 1450 DIAMOND LOOP DR  
 CBHS  
 KISSIMMEE, FL 34744

**Auto Pay Notice**

**Contact Us**  
**Questions about your bill or services?**  
 Visit [SpectrumBusiness.net](http://SpectrumBusiness.net) or call 1-888-812-2591

**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 08/25/21 through 09/24/21 details on following pages*

Previous Balance	294.34
Payments Received - Thank You	-294.34
<b>Remaining Balance</b>	<b>\$0.00</b>
Spectrum Enterprise TV	74.94
Spectrum Enterprise Internet	122.97
Spectrum Enterprise Voice	79.98
Other Charges	16.45
Current Charges	\$294.34
<i>YOUR AUTO PAY WILL BE PROCESSED 09/11/21</i>	
<b>Total Due by Auto Pay</b>	<b>\$294.34</b>



Date Rec'd Rizzetta & Co., Inc. 08/27/2021  
 D/M approval RA Date 9/2/21  
 Date entered 08/27/2021  
 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 08262021 NNNNNN 01 997046

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

August 26, 2021

**TOWN OF KINDRED COMMUNITY**

Invoice Number: 074990501082621  
 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  
074990501082621  
0050749905-01

**Contact Us**  
**Questions about your bill or services?**  
Visit [SpectrumBusiness.net](https://SpectrumBusiness.net) or call **1-888-812-2591**

7635 1410 NO RP 26 08262021 NNNNNN 01 997046

### Charge Details

Previous Balance		294.34
Payments Received - Thank You	08/12	-294.34
<b>Remaining Balance</b>		<b>\$0.00</b>

Payments received after 08/26/21 will appear on your next bill.

Services from 08/25/21 through 09/24/21

### Spectrum Enterprise TV

Spectrum Business TV	34.99
Spectrum Receiver	39.95
5 Spectrum Receiver at \$7.99 each	
	<b>\$74.94</b>

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
	<b>\$122.97</b>

Spectrum Enterprise Internet Total **\$122.97**

### Spectrum Enterprise Voice

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

### Spectrum Enterprise Voice Continued

<b>Phone Number 407-483-3240</b>	
Spectrum Business Voice	39.99
	<b>\$39.99</b>

For additional call details, please visit [SpectrumBusiness.net](https://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
<b>Other Charges Total</b>	<b>\$16.45</b>

**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](https://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](https://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](https://Spectrum.com/stores) for store locations. For questions or concerns, visit [Spectrum.net/support](https://Spectrum.net/support).



For questions or concerns, please call **1-888-812-2591**.



Invoice Number: 074990501082621  
Account Number: 0050749905-01  
Security Code:

**Contact Us**  
**Questions about your bill or services?**  
Visit [SpectrumBusiness.net](https://SpectrumBusiness.net) or call **1-888-812-2591**

7635 1410 NO RP 26 08262021 NNNNNN 01 997046

**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](https://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](mailto: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](mailto:closedcaptioningissues@charter.com).

**Spectrum Voice Provider** - Spectrum Advanced Services, LLC



**Town of Kindred CDD  
Toho Water Summary I**

**Month: Irrigation 8/21      Dated: 8/26/2021  
For: 7/19/2021 - 8/19/2021      Due: 09/16/2021**

<u>Account</u>	<u>Location</u>	<u>Service Address</u>	<u>Code</u>	<u>Amount</u>
002604313-033033779	IRRIGATION - Water	1900 Block Even Red Canyon Drive	001 53600 4302 \$	398.33
002604313-033097149	IRRIGATION - Water	1800 Hickory Bluff Even Rd	001-53600 4302 \$	299.26
002604313-033087829	IRRIGATION - Water	1400 Diamond Loop Even Dr.	001-53600 4302 \$	6.82
002604313-033102899	IRRIGATION - Water	1400 Diamond Loop Even Dr. Track B	001-53600 4302 \$	1,191.65
002604313-033127809	IRRIGATION - Water	1700 Ranger Highlands Road Odd	001-53600 4302 \$	1,227.23
002604313-033127829	IRRIGATION - Water	1700 Ranger Highlands Road Even	001-53600 4302 \$	196.15
002604313-033153359	IRRIGATION - Water	1700 Ranger Highlands Block Odd Rd. Fount	001-53600 4302 \$	7.99
<b>Water-Sewer Combination Services-Utility Services</b>			<b>001 53600-4302 \$</b>	<b>3,327.43</b>
			<b>TOTAL</b>	<b>\$ 3,327.43</b>

Date Rec'd Rizzetta & Co., Inc. 09/01/2021  
D/M approval RY Date 9/3/21  
Date entered 09/01/2021  
Fund 001 GL 53600 OC 4302  
Check # \_\_\_\_\_





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

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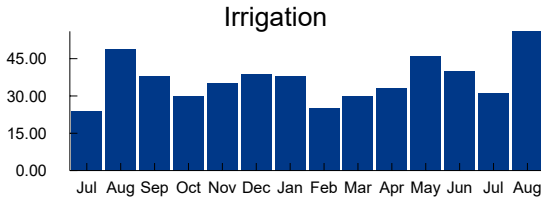
Customer Service: (8am - 5pm) 407-944-5000

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: \$398.33  
 Total Amount Due: \$398.33

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
15011846	31	07/19/2021	1247	08/19/2021	1303	56
Previous Balance						\$188.83
Payment(s) Received						\$-188.83
<b>Balance Forward</b>						<b>\$0.00</b>
<b>Current Transaction(s)</b>						
Irrigation Base Charge						\$6.05
Irrigation Usage						\$392.28
<b>Current Transaction Total</b>						<b>\$398.33</b>
 <b>Total Amount Due</b>						 <b>\$398.33</b>



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 09/16/21	Late Charge after 09/16/21	
002604313-033033779	\$0.00	\$398.33	\$19.92	\$398.33



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 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

0026043130330337790000398333





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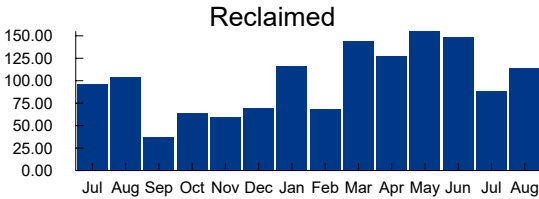
Customer Service: (8am - 5pm) 407-944-5000

TOWN OF KINDRED COMMUNITY  
 DEVELOPMENT DISTRICT

Service Address:  
 1800 HICKORY BLUFF EVEN ROAD

Account Number: 002604313-033097149  
 Past Due Amount: \$0.00  
 Current Charges: \$299.26  
 Total Amount Due: \$299.26

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
17006481	31	07/19/2021	4959	08/19/2021	5073	114
Previous Balance						\$215.76
Payment(s) Received						\$-215.76
<b>Balance Forward</b>						<b>\$0.00</b>
<b>Current Transaction(s)</b>						
Reclaimed Base Charge						\$18.50
Reclaimed Usage						\$280.76
<b>Current Transaction Total</b>						<b>\$299.26</b>
<b>Total Amount Due</b>						<b>\$299.26</b>



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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 09/16/21	Late Charge after 09/16/21	
002604313-033097149	\$0.00	\$299.26	\$14.96	\$299.26

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TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT  
 C/O RIZZETTA & COMPANY  
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 ORLANDO FL 32819

0026043130330971490000299265





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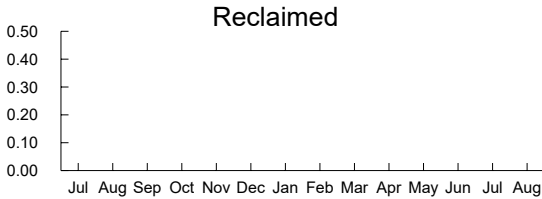
Customer Service: (8am - 5pm) 407-944-5000

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	07/22/2021	2	08/22/2021	2	0
Previous Balance						\$6.82
Payment(s) Received						<u>\$-6.82</u>
<b>Balance Forward</b>						<b>\$0.00</b>
<b>Current Transaction(s)</b>						
Reclaimed Base Charge						<u>\$6.82</u>
<b>Current Transaction Total</b>						<b>\$6.82</b>
 <b>Total Amount Due</b>						 <b>\$6.82</b>



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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 09/20/21	Late Charge after 09/20/21	
002604313-033087829	\$0.00	\$6.82	\$5.00	\$6.82



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

0026043130330878290000006825





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

TOWN OF KINDRED COMMUNITY  
 DEVELOPMENT DISTRICT

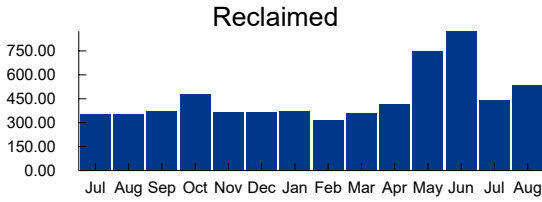
Service Address:  
 1400 DIAMOND LOOP EVEN DRIVE TRACT B

Account Number: 002604313-033102899  
 Past Due Amount: \$0.00  
 Current Charges: \$1,191.65  
 Total Amount Due: \$1,191.65

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
17000605	31	07/22/2021	19834	08/22/2021	20369	535

Previous Balance	\$948.55
Payment(s) Received	\$-948.55
<b>Balance Forward</b>	<b>\$0.00</b>
<b>Current Transaction(s)</b>	
Reclaimed Base Charge	\$18.50
Reclaimed Usage	\$1,173.15
<b>Current Transaction Total</b>	<b>\$1,191.65</b>
 <b>Total Amount Due</b>	 <b>\$1,191.65</b>



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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 09/20/21	Late Charge after 09/20/21	
002604313-033102899	\$0.00	\$1,191.65	\$59.58	\$1,191.65

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

0026043130331028990001191651





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

TOWN OF KINDRED COMMUNITY  
 DEVELOPMENT DISTRICT

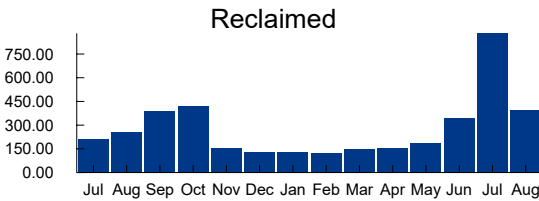
Service Address:  
 1700 RANGER HIGHLANDS ROAD ODD BLOCK

Account Number: 002604313-033127809  
 Past Due Amount: \$0.00  
 Current Charges: \$1,227.23  
 Total Amount Due: \$1,227.23

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
18000568	31	07/19/2021	11510	08/19/2021	11908	398

Previous Balance	\$3,656.72
Payment(s) Received	<u>\$-3,656.72</u>
<b>Balance Forward</b>	<b>\$0.00</b>
<b>Current Transaction(s)</b>	
Reclaimed Base Charge	\$18.50
Reclaimed Usage	<u>\$1,208.73</u>
<b>Current Transaction Total</b>	<b>\$1,227.23</b>
 <b>Total Amount Due</b>	 <b>\$1,227.23</b>



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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 09/16/21	Late Charge after 09/16/21	
002604313-033127809	\$0.00	\$1,227.23	\$61.36	\$1,227.23

**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

0026043130331278090001227238





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TOWN OF KINDRED COMMUNITY  
 DEVELOPMENT DISTRICT

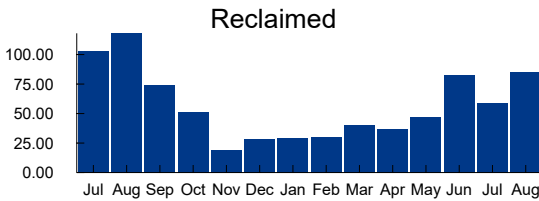
Service Address:  
 1700 RANGER HIGHLANDS ROAD EVEN BLOCK

Account Number: 002604313-033127829  
 Past Due Amount: \$0.00  
 Current Charges: \$196.15  
 Total Amount Due: \$196.15

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
18001582	31	07/19/2021	4051	08/19/2021	4136	85

Previous Balance	\$141.81
Payment(s) Received	\$-141.81
<b>Balance Forward</b>	<b>\$0.00</b>
<b>Current Transaction(s)</b>	
Reclaimed Base Charge	\$18.50
Reclaimed Usage	\$177.65
<b>Current Transaction Total</b>	<b>\$196.15</b>
<b>Total Amount Due</b>	<b>\$196.15</b>



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 09/16/21	Late Charge after 09/16/21	
002604313-033127829	\$0.00	\$196.15	\$9.81	\$196.15



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**Please Remit to**

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

0026043130331278290000196158





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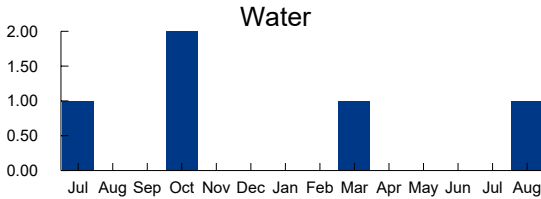
Customer Service: (8am - 5pm) 407-944-5000

TOWN OF KINDRED COMMUNITY  
 DEVELOPMENT DISTRICT

Service Address:  
 1700 RANGER HIGHLANDS ROAD FOUNTAIN

Account Number: 002604313-033153359  
 Past Due Amount: \$0.00  
 Current Charges: \$7.99  
 Total Amount Due: \$7.99

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
18011196	31	07/19/2021	5	08/19/2021	6	1
Previous Balance						\$6.05
Payment(s) Received						\$-6.05
<b>Balance Forward</b>						<b>\$0.00</b>
<b>Current Transaction(s)</b>						
Water Base Charge						\$6.05
Water Usage						\$1.94
<b>Current Transaction Total</b>						<b>\$7.99</b>
 <b>Total Amount Due</b>						 <b>\$7.99</b>



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



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

Bringing you life's most precious resource

Past due balances are subject to immediate interruption of service

Account Number	Past Due Due Now	Current Charges		Total Amount Due
		Amount Due by 09/16/21	Late Charge after 09/16/21	
002604313-033153359	\$0.00	\$7.99	\$5.00	\$7.99

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

0026043130331533590000007995





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

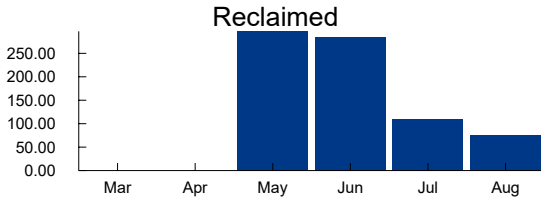
Service Address:  
 1700 BLOCK EVEN COPINGER TERRACE

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
<b>Balance Forward</b>	<b>\$0.00</b>
<b>Current Transaction(s)</b>	
Reclaimed Base Charge	\$18.50
Reclaimed Usage	\$158.84
<b>Current Transaction Total</b>	<b>\$177.34</b>
<b>Total Amount Due</b>	<b>\$177.34</b>



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



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

Bringing you life's most precious resource

**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

**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

0026043130332848890000177345







Truly Nolen Branch 711  
2082 33rd Street  
Orlando, FL 32839  
407-241-1400

# Service Inspection Report/Invoice

**INVOICE #: 711132781**

WORK DATE: 09/08/2021

**BILL-TO 71120408**

Town of Kindred Community Developme  
3434 Colwell Ave  
Suite 200  
Tampa, FL 33614-8390

Phone: 407-978-1710

**LOCATION 71120408**

Town Of Kindred  
1450 Diamond Loop Dr  
Kindred, FL 34744-6020

Phone: 407-472-2471  
Alt. Phone: 407-978-1710

**Time In:** 9/8/2021 2:57:00 PM  
**Time Out:** 9/8/2021 3:32:00 PM

**Customer Signature**

\_\_\_\_\_  
Key account

**Technician Signature**

*RC*

Richard Caples  
**License #:**

Purchase Order	Terms	Service Description	Quantity	Amount
None	NET 15	Pest Monthly Commercial	1.00	64.00

**Subtotal** 64.00  
**Tax** 0.00

**Total Due: 64.00**

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

D/M approval RA Date 9/13/21

Date entered 09/10/2021

Fund 001 GL 57200 OC 4529

Check # \_\_\_\_\_

**TECHNICIANS**

Richard Caples

**GENERAL COMMENTS / INSTRUCTIONS**

Today I performed your monthly preventative treatment for unwanted pest

**CONDITIONS / OBSERVATIONS**      **Reported**      **Severity**      **Responsibility**      **Reviewed**

None Noted.

**PRODUCTS APPLICATION SUMMARY**

Material	Lot #	EPA #	A.I. %	A.I. Conc.	Active Ingredient	Finished Qty	Undiluted Qty
Bithor SC. <b>Target Pests:</b> Cockroaches		83923-2	9.0000%	0.0680	Bifenthrin; Imidacloprid	2.0000 Gallon	52.0000 Milliliters
INSECT MONITOR <b>Target Pests:</b> Cockroaches		n/a	0.0000%	1.0000	n/a	4.0000 Each	4.0000 Each
MicroCare Pressurized Insecticide. <b>Target Pests:</b> Spider		499-539	3.0000%	n/a	Pyrethrins; Piperonyl Butoxide	0.1200 Seconds	0.1440 Milliliters
Niban Granular Bait. <b>Target Pests:</b> Cockroaches		64405-2	5.0000%	5.0000	Orthoboric Acid	3.0000 Ounce	0.1875 Pounds

Reminder: Please call Truly Nolen Branch 711 at 407-241-1400 with any questions. Thank you.

Warning: Pesticides can be harmful. Keep children and pets away from pesticide applications until dry, dissipated or aerated. For more information contact Truly Nolen Exterminating at 407-241-1400.



Truly Nolen Branch 711  
2082 33rd Street  
Orlando, FL 32839  
407-241-1400

## Service Inspection Report/Invoice

**INVOICE #: 711132781**

WORK DATE: 09/08/2021

### PRODUCTS APPLICATION SUMMARY

Material	Lot #	EPA #	A.I. %	A.I. Conc.	Active Ingredient	Finished Qty	Undiluted Qty
NiBor-D.		64405-8	98.0000%	98.0000	Disodium Octaborate Tetrahydrate	0.1500 Ounce	0.0094 Pounds

**Target Pests:** Cockroaches

### PEST ACTIVITY

# Areas	# Devices	Pest Totals
---------	-----------	-------------

*None Noted.*

### DEVICE INSPECTION SUMMARY

Reminder: Please call Truly Nolen Branch 711 at 407-241-1400 with any questions. Thank you.

Warning: Pesticides can be harmful. Keep children and pets away from pesticide applications until dry, dissipated or aerated. For more information contact Truly Nolen Exterminating at 407-241-1400.



Truly Nolen Branch 711  
 2082 33rd Street  
 Orlando, FL 32839  
 407-241-1400

# Service Inspection Report/Invoice

**INVOICE #: 711132782**

WORK DATE: 09/08/2021

**BILL-TO 71120408**

Town of Kindred Community Developme  
 3434 Colwell Ave  
 Suite 200  
 Tampa, FL 33614-8390

Phone: 407-978-1710

**LOCATION 71120408**

Town Of Kindred  
 1450 Diamond Loop Dr  
 Kindred, FL 34744-6020

Phone: 407-472-2471  
 Alt. Phone: 407-978-1710

**Time In:** 9/8/2021 3:32:00 PM  
**Time Out:** 9/8/2021 3:44:00 PM

**Customer Signature**

Key account

**Technician Signature**

Richard Caples  
 License #:

Purchase Order	Terms	Service Description	Quantity	Amount
None	NET 15	Mosquito Commercial Monthly	1.00	71.00

**Subtotal** 71.00  
**Tax** 0.00

**Total Due: 71.00**

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

D/M approval RH Date 9/13/21

Date entered 09/10/2021

**TECHNICIANS**

Richard Caples

Fund 001 GL 57200 OC 4529

Check # \_\_\_\_\_

**GENERAL COMMENTS / INSTRUCTIONS**

Today I performed your monthly mosquito treatment on the perimeter of the building

**CONDITIONS / OBSERVATIONS**

Reported

Severity

Responsibility

Reviewed

None Noted.

**PRODUCTS APPLICATION SUMMARY**

Material	Lot #	EPA #	A.I. %	A.I. Conc.	Active Ingredient	Finished Qty	Undiluted Qty
Demand CS (Conc).		100-1066	9.7000%	0.0150	L-Cyhalothrin	2.0000 Gallon	0.3955 Fluid Ounce
<b>Target Pests:</b>		Mosquito					

**PEST ACTIVITY**

# Areas

# Devices

Pest Totals

None Noted.

**DEVICE INSPECTION SUMMARY**

Reminder: Please call Truly Nolen Branch 711 at 407-241-1400 with any questions. Thank you.

Warning: Pesticides can be harmful. Keep children and pets away from pesticide applications until dry, dissipated or aerated. For more information contact Truly Nolen Exterminating at 407-241-1400.



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

ACCOUNT NO. 6460-133920  
 INVOICE NO. 1349519  
 STATEMENT DATE 08/25/21  
 DUE DATE 08/30/21  
 BILLING PERIOD 11-11

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

Date Rec'd Rizzetta & Co., Inc. 08/26/2021

D/M approval RA Date 9/2/21

Date entered 08/27/2021

Fund 001 GL 53400 OC 4305

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

Date	Description	Check #	Amount
	<b>Contract No: #00550525</b>		
	<b>Service Location</b>		
	<b>Acct #133920-0001</b>		
	<b>TOWN OF KINDRED CDD</b>		
	<b>1450 DIAMOND LOOP DR KISSIMMEE,</b>		
08/25/21	BASIC SERVICE CHARGE	1.00 8.00YD	\$ 206.25
	9/1/2021-9/30/2021		
	<b>Invoice Total</b>		<b>\$ 206.25</b>
	<b>Account Balance</b>		<b>\$ 206.25</b>

\*\*\*\*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

VIEW/PAY YOUR BILL FROM THE COMFORT OF YOUR HOME! \* Make payments \* Set up recurring payments \* \*Access your account 24/7 \*Go paperless \* View Statements \* \*It's FREE! There is no charge to view or pay your

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

NNNNNNNNNNY



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

ACCOUNT NO. 6460-133920  
 INVOICE NO. 1349519  
 STATEMENT DATE 08/25/21  
 DUE DATE 08/30/21  
**PAY THIS AMOUNT 206.25**

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



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

ACCOUNT NO.  
INVOICE NO.  
STATEMENT DATE  
DUE DATE  
BILLING PERIOD

PAGE 2

**6460-133920**  
**1349519**  
**08/25/21**  
**08/30/21**  
**//-//**

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

**INVOICE STATEMENT (continued)**

bill on our website\* Go to <https://www.wcicustomer.com> and follow the online bill pay prompts to enroll today or call 1-855-569-2719 to make a payment through our interactive voice service with no extra fee.

Beware of online bill pay websites that may appear to be affiliated with Waste Connections but are not. Doxo.com is one such website that allows customers to pay their bills and often charges a fee for the service. As they are not affiliated with Waste Connections, we cannot control fees they may charge or when they will send us your payment. This could result in a late fee or service interruption. In order to ensure that you are paying your waste services bill directly, please visit our online bill pay at <https://www.wcicustomer.com>. As always, our website is free to use.

**TAB 3**

**SUNTRUST BANK**

1-800-786-8787

Date: Aug 13, 2021 Advice D-100447

Acct: 175/1000191287332

*The following deposited check(s) were returned to SunTrust unpaid. The amount of the check(s) has been deducted from your account.*

*Service Charge Total: Analysis*

SEQ #	ITEM	AMOUNT
99001392		450.00

TOWN OF KINDRED COMMUNITY DEVELOPMEN  
OPERATING ACCOUNT  
3434 COLWELL AVE STE 200  
TAMPA FL 33614-8390

1 Item charged totaling \$450.00

Advice Total \$450.00

⑆402333198⑆ 001000191287332⑈ ⑆0000100447⑆

\*063102152\*  
08/13/2021  
99001392

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

RETURN REASON-A  
NOT SUFFICIENT FUNDS

66018316  
[2021/10/08] [08/13/2021] [251201990]

SF

LEYLIANNY A CASTILLO  
MICHAEL M GILCREAST JR

05/27/21 DATE

193  
68-7497/2548

PAY TO THE ORDER OF Town of Lakeside Community Development \$ 450<sup>xx</sup>  
Four Hundred Fifty<sup>xx</sup> district DOLLARS

**NAVY FEDERAL**  
Credit Union  
FOR Clubhouse Rental

①  
Print Name of Payee  
Check or Cash

⑆ 256074974⑆ 0193⑆ 7100337124⑆ 001

⑆ 193⑆ ⑆ 256074974⑆ 0000007100337124⑆ 220⑆ 0000045000⑆



\*063102152\* 08/11/2021  
18046841  
256074974 08/11/2021  
18046841 RR - A  
0610000146 08/13/2021  
7200449621 RR - A  
\*063102152\* 08/13/2021  
99001392 RR - A

Do not endorse or write below this line.

FOR DEPOSIT ONLY

TOWN OF KINDRED COMMUNITY DEV

1000191287332

2

All

FOR CHECK BOX FOR MOBILE REMOVAL POST

MARKED NATIONAL FINANCIAL INSTITUTION

\*\*>063102152< 08/10/2021

66018316

*[Faint, mostly illegible text from the reverse side of the document, including what appears to be a routing slip or form header.]*

# TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

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

September 28, 2021

*Via Regular and Certified U.S. Mail*

Leylianny Castillo  
1478 Silverado Flats St.  
Kissimmee, FL 34744

**Re:** Notice of Suspension of Amenity Facility Access

Dear Ms. Castillo:

I serve as the District Manager for the Town of Kindred Community Development District (the “District”). On behalf of the Board of Supervisors (the “Board”) of the District, I am writing to advise you that your privileges to use the District’s Amenity Facilities have been suspended until the next regularly scheduled Board meeting. The next Board meeting will be held on October 14, 2021.

Your actions are in violation of the District’s *Amenity Policies & Rates* (the “Amenity Policies”), including but not limited to exhibiting submitting false information on any application for the use of the Amenities, failure to pay amounts owed to the District in a proper and timely manner, and failure to abide by any District rules or policies.

Pursuant to the Amenity Policies, at the next Board meeting to be held on October 14, 2021, the Board will be presented with the facts surrounding the incident and decide regarding any further suspension, termination, or reinstatement of your Amenity Facilities privileges as well as Amenity Facilities privileges of any other members of your household. You are entitled to attend this meeting of the Board to be heard as to the incident and your suspension.

The next Board meeting is scheduled for **October 14, 2021, at 10:30 am, to be held at the Holiday Inn Orlando (SW Celebration Area), located at 5711 W. Irlo Bronson Memorial Highway, Kissimmee, Florida 34746.**

# TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT

---

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

**You are hereby notified that your suspension shall be in effect until October 14, 2021, at which time the Board will consider any further suspension, termination or reinstatement of your Amenity Facilities privileges. You are entitled to attend that meeting to testify as to the incident and suspension.** Should you wish to address the Board concerning this matter including submitting any relevant written materials for the Board's consideration, please contact me at (407) 757-0864 or by email at [Rhernandez@rizzetta.com](mailto:Rhernandez@rizzetta.com), at least ten (10) days prior to the scheduled meeting.

Thank you for your cooperation to this matter. Should you have any questions regarding any of the foregoing, please do not hesitate to contact me.

Sincerely,

*Richard Hernandez*

Richard Hernandez, District Manager

cc Board of Supervisors  
Michelle Rigoni, District Counsel  
Paul Almonte, Community Association Manager

**TAB 4**

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Sarah R. Sandy, Esq.  
HOPPING GREEN & SAMS, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

**INTERLOCAL AND COST SHARE AGREEMENT PROVIDING FOR THE JOINT USE OF AMENITY FACILITIES**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between:

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida (“Kindred”); and

**TOWN OF KINDRED COMMUNITY DEVELOPMENT DISTRICT II**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida (“Kindred II,” and together with Kindred, the “Districts”).

**RECITALS**

**WHEREAS**, the Districts are local units of special purpose government each located entirely within Osceola County, Florida; and

**WHEREAS**, the Districts were established pursuant to Chapter 190, Florida Statutes, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including roadway improvements, stormwater facilities and facilities for parks and recreational, cultural and educational uses; and

**WHEREAS**, even though the property within Kindred and Kindred II are subject to community development districts that are separate legal subdivisions of the State of Florida, the Districts are within the same planned development order and parties hereto have committed to working together by setting an example of collaborative leadership focused on excellence and a pledge to work in partnership with each other and with the residents to plan for the future of the community as a whole; and

**WHEREAS**, the Districts each independently own certain recreational facilities and related improvements within each of their respective boundaries, which includes for Kindred the Clubhouse, Pavilion and related improvements and for Kindred II the Clubhouse (no social halls), Pavilion and related improvements and related improvements, which improvements are as more

particularly identified in **Exhibit A**, attached hereto and incorporated herein by reference (collectively, the “Amenity Facilities” or “Improvements”); and

**WHEREAS**, the Districts will continue to fund, operate and maintain the Amenity Facilities within each of their respective boundaries but find that it is in the best interests of their collective residents and landowners to continue their commitment to working together by entering into this Agreement to establish uniform charges to use each entity’s respective Amenity Facilities and to establish a framework for the residents of all Districts’ neighborhoods to share in the use of those amenities; and

**WHEREAS**, Chapter 190 and Section 163.01, Florida Statutes, as amended (the “Interlocal Cooperation Act”), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and to thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, under the Interlocal Cooperation Act, the Districts may enter into an interlocal agreement in order to, among other things, provide for the operation, maintenance, repair and replacement of the Improvements, and ensure that all landowners within the Districts shall have continued use of the Improvements; and

**WHEREAS**, the Districts wish to enter into an agreement to jointly exercise their statutory powers in a cost effective, equitable and rational manner; and

**WHEREAS**, the Districts hereby desire to enter into this Interlocal Agreement, which shall be filed as required by law with the Circuit Clerk of Osceola County, Florida.

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

**1. RECITALS.** The Recitals stated above are hereby confirmed by the Districts as true and correct and are hereby incorporated herein by reference.

**2. RECREATION USAGE RIGHTS AND LIMITATION ON USAGE RIGHTS.**

**A. *Recreation Usage Rights.*** Kindred hereby agrees to make available to those persons owning and/or renting real property within Kindred II (“Kindred II Residents”), as such is defined in law and the Kindred II adopted Amenity Policies and Rates, as amended and supplemented from time to time (“Kindred II Amenity Rules”), the rights to use Amenity Facilities owned by Kindred to the same extent as those persons owning and/or renting real property within Kindred (“Kindred Residents” and together with the Kindred II Residents, hereinafter together referred to as “Residents”), as such is defined in law and the Kindred adopted Kindred Amenity Rules. Kindred II hereby agrees to make available to Kindred Residents the rights

to use Amenity Facilities owned by Kindred II to the same extent as Kindred II Residents, subject to Kindred II's adopted Amenity Policies and Rates, as amended and supplemented from time to time ("Kindred II Amenity Rules" and together with Kindred Amenity Rules, the "Amenity Rules"). The Amenity Rules, as amended and supplemented from time to time, are incorporated herein by this reference as if fully recited herein. All usage shall be subject to the Districts' adopted Amenity Rules, including the payment of all relevant user and rental fees.

- B. *Limitation on Usage Rights.* Without the written consent of the other, neither Kindred nor Kindred II shall have the authority to permit, or enter into an agreement with another entity expanding these usage rights for the benefit of persons or entities who are not Residents of either District.
- C. *Annual User Fee Agreement.* The Districts hereby agree that each will adopt one Annual User Fee in the amount of \$3,500.00 that allows a nonresident user to access the Amenity Facilities for a one year period so long as this Agreement is in effect. The Districts may jointly agree to modify this amount or allow other type of annual user rates.

**3. DISTRICTS' OBLIGATIONS FOR AMENITY FACILITIES.**

- A. Kindred obligations are as follows:
  - (i) *General duties.* Kindred shall be responsible for the management, operation and maintenance of the Clubhouse, Pavilion and other improvements on its own or through its selected contractors, in a lawful manner and in accordance with applicable permits, regulations, code and ordinances.
- B. Kindred II obligations are as follows:
  - (i) *General duties.* Kindred II shall be responsible for the management and maintenance of the Clubhouse (no social halls), Pavilion and related improvements on its own or through its selected contractors, in lawful manner and in accordance with applicable permits, regulations, code and ordinances.

**4. DEFAULT; CONFLICT RESOLUTION; TERMINATION.**

**A. Default; Cure.** A default by either of the Districts under this Interlocal Agreement shall entitle the other District to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than thirty (30) days to cure defaults.

**B. Mediation.** In the event the Districts are unable to resolve the issues which are the subject of this Agreement, the Districts shall submit their dispute to mediation. The Districts agree to cooperate in the selection of a mediator, and agree to share equally in mediation expenses, including the fees of the mediator. However, each of the Districts shall be responsible for the fees of its counsel.

**C. Mutual Termination.** The Districts shall have the option of terminating this Agreement only by entering into a written Termination Agreement, jointly approved by the Districts, which shall be filed with the Clerk of the Circuit Court of Osceola County, Florida.

**5. INSURANCE.** During the term of this Agreement, the Districts shall each maintain general liability coverage in an amount sufficient to protect its interests relative to the Improvements.

**6. IMMUNITY.** Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of either District, including their supervisors, officers, agents and employees and independent contractors, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**7. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the Districts as an arm's length transaction. The Districts participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties hereto are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

**8. AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

**9. AUTHORITY TO CONTRACT.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Districts hereto, each District has complied with all the requirements of law, and each District has full power and authority to comply with the terms and provisions of this instrument.

**10. NOTICES.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Federal Express or First Class Mail, postage prepaid, to the Districts, as follows:

<b>A.</b>	If to Kindred:	Town of Kindred Community Development District 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614
-----------	----------------	--



Attn: District Manager

With a copy to:

Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B.** If to Kindred II:

Town of Kindred Community Development District II  
3434 Colwell Avenue, Suite 200  
Tampa, Florida 33614  
Attn: District Manager

With a copy to:

Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

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 Parties may deliver Notice on behalf of the Districts. Any District 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 Districts and addressees set forth herein.

**11. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The exclusive venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction, in and for Osceola County, Florida.

**12. TERM.** This Agreement shall become effective as of the date first written above, and shall remain in effect unless terminated in accordance with this Agreement.

**13. ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, by either District without the prior written consent of the other. Any purported assignment without such approval shall be void.

**14. BINDING EFFECT; NO THIRD PARTY BENEFICIARIES.** The terms and provisions hereof shall be binding upon and shall inure to the benefit of the Districts. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this

Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Districts.

**15. NO VIOLATION OF DISTRICT BOND COVENANTS AND NO IMPACT ON PUBLIC FACILITY STATUS.** Nothing contained in this Agreement shall operate to violate any of the Districts' bond covenants. Nothing herein shall be construed to affect the status of either Districts' Amenity Facilities or improvements as "public" facilities, under the terms and conditions established by the Districts. Nothing herein shall give either District the right or ability to amend or revise any operating policy, rule or procedure governing the other District's recreational facilities.

**16. ATTORNEY'S FEES.** If legal action is brought by any party to enforce any provision of this Agreement, or for the breach hereof, the losing party shall pay the substantially prevailing party's reasonable attorneys' fees and court costs for trial and appellate proceedings as well as for proceedings to determine entitlement to and reasonableness of attorney fees and costs.

**17. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Districts with respect to its subject matter and all antecedent and contemporaneous negotiations, undertakings, representations, warranties, inducements and obligations are merged into this Agreement and superseded by its delivery. No provision of this Agreement may be amended, waived or modified unless the same is set forth in writing and signed by each of the parties to this Agreement, or their respective successors or assigns.

**18. EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute 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.

**19. PUBLIC RECORDS.** The Districts understand and agree that all documents of any kind provided to the Districts in connection with this Agreement may be public records and treated as such in accordance with Florida law.

*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, the Districts have each caused their duly authorized officers to execute this Agreement as of the date and year first above-written.

WITNESSES:

**TOWN OF KINDRED COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
John Valantasis  
Chairman, Board of Supervisors

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2021, by John Valantasis as Chairman of the Board of Supervisors of the Town of Kindred Community Development District.

\_\_\_\_\_  
(Official Notary Signature & Seal)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**IN WITNESS WHEREOF**, the Districts have each caused their duly authorized officers to execute this Agreement as of the date and year first above-written.

WITNESSES:

**TOWN OF KINDRED COMMUNITY  
DEVELOPMENT DISTRICT II**

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
John Valantasis  
Chairman, Board of Supervisors

\_\_\_\_\_  
\_\_\_\_\_  
[Print Name]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 2021, by John Valantasis as Chairman of the Board of Supervisors of the Town of Kindred Community Development District II.

\_\_\_\_\_  
(Official Notary Signature & Seal)  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**Exhibit A:** Description of Improvements

## **Exhibit A**

### **Kindred Facilities:**

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

Pool Facilities

Parking Lot

Mailbox Kiosk Pavilions

Sitting Area/Pavilions

Tennis Courts

Volleyball Court

Playgrounds

Sports/Soccer Field

Dog Park

### **Kindred 2 Facilities:**

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

Pool Facilities

Parking Lot

Mailbox Kiosk Pavilions

Sitting Area/Pavilions

Playgrounds

Pocket Parks