



Rizzetta & Company

Astoria Community Development District

**Board of Supervisors' Meeting
August 27, 2019**

**District Office:
5844 Old Pasco Road, Suite 100
Pasco, Florida 33544
813.994.1615**

www.asturiacdd.org

**ASTURIA
COMMUNITY DEVELOPMENT DISTRICT**

Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

Board of Supervisors	Lane Gardener Walter O' Shea Lee Thompson Carla Luigs Matthew Gallagher	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Matthew Huber	Rizzetta & Company, Inc.
District Counsel	Sarah Warren	Hopping, Green & Sams
District Engineer	Al Belluccia	Florida Design Consultants

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 (813) 994-1001. 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.

ASTURIA COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 5844 OLD PASCO ROAD • SUITE 100 • WESLEY CHAPEL, FL 33544
www.asturiacdd.org

August 20, 2019

Board of Supervisors
**Asturia Community
Development District**

REVISED FINAL AGENDA

The **Regular** meeting of the Board of Supervisors of the Asturia Community Development District will be held on **August 27, 2019 at 1:00 p.m.** at the Asturia Clubhouse, located at 14575 Promenade Parkway, Odessa, FL 33556. The following is the final agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
 - A. Resident Irrigation System Education
 - B. Consideration of Contract for Professional Amenity Services. Tab 1
 - C. Consideration of ADA Website Proposals..... Tab 2
 - D. Consideration of Contract for Professional Technology Services Tab 3
 - E. Public Hearing on Adopted Fiscal Year 2019/2020 Budget
 1. Consideration of Resolution 2019-05, Adopted Proposed Budget.....Tab 4
 - F. Public Hearing on Levying Assessments
 1. Consideration of Resolution 2019-06, Levying AssessmentsTab 5
 - G. Consideration of Resolution 2019-07, Meeting Schedule for Fiscal Year 2019-2020Tab 6
 - H. Ratification of Fifth Amendment to the Consultant Agreement for Professional Services between Asturia CDD and Raysor Transportation Consulting, LLCTab 7
 - I. Consideration of Gym Window tinting and blind proposals Tab 8
 - J. Consideration of Holiday Lighting Proposals.....Tab 9
 - K. Ratification of Universal Engineering Sciences proposalTab 10
 - L. Consideration of Stormwater inlet cleaning proposalsTab 11
 - M. Consideration of Down2Earth agreement for Phase 3Tab 12
 - N. Consideration of Housekeeping proposals.....Tab 13
 - O. Consideration of Smith Machine proposal.....Tab 14
- 4. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of Board of Supervisors Regular Meeting held on May 28, 2019..... Tab 15
 - B. Consideration of Operation and Maintenance for May, June and July 2019.....Tab 16
 - C. Ratification of Requisition.....Tab 17

5. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Presentation of Monthly Maintenance Inspection Reports
 - D. Clubhouse Manager Report
 - E. District Manager
6. **AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call me at (813) 994-1001.

Very truly yours,

Matthew Huber
District Manager

Tab 1

CONTRACT FOR PROFESSIONAL AMENITY SERVICES

DATE: October 1, 2018

BETWEEN: **RIZZETTA AMENITY SERVICES, INC.**
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "**Consultant**")

AND: **ASTURIA COMMUNITY DEVELOPMENT DISTRICT**
5844 Old Pasco Road
Suite 100
Wesley Chapel, Florida 33544

(Hereinafter referred to as "**District**," and together with Consultant, the "**Parties**.")

PURPOSE; SCOPE OF SERVICES:

- I. The purpose of this contract for professional amenity services (hereinafter referred to as "**Contract**") is for the Consultant to provide professional amenity services to the District pursuant to Chapter 190, Florida Statutes. A brief description of these services is provided below and a detailed description is provided in **Exhibit A** to this Contract.

A. STANDARD ON-GOING SERVICES. The Consultant shall provide the following Standard On-Going Services to the District pursuant to this Contract:

- i. **Management** - services include professional management and oversight to perform the services outlined in this Contract. These responsibilities include duties associated with managing the personnel, such as recruiting, hiring, training, oversight and evaluation. The Consultant will upon request, attend meetings in person or via phone to provide any updates or address concerns. The Consultant will be available to any board member for open and

direct communications regarding any questions they may have;

ii. **Personnel** - the Consultant shall employ a Clubhouse Manager, General Maintenance Staff, and Clubhouse Attendants that will be assigned to the District. A general description of these positions is provided below:

a) **Clubhouse Manager:** Shall be employed as a full time, hourly position to oversee and supervise the amenity facilities. They are the onsite representative of the Consultant. The Clubhouse Manager shall have the responsibilities of overseeing all personnel along with outside maintenance services, managing resident relations, coordinating with other outside entities as needed, and interacting with the District's Board of Supervisors and District Manager.

They will also be responsible for the design, promotion and implementation of all the events, programs and classes. These duties include scheduling, reservations, registration, payment collection and staffing if needed.

b) **General Maintenance Staff:** Shall be employed as a part time, hourly position to maintain the general maintenance, preventive maintenance and field operation duties of the District's amenities.

c) **Clubhouse Attendants:** Shall be employed as a part time, hourly position to support the Clubhouse Manager.

All persons performing the services as generally described above and as more specifically set forth in **Exhibit A** of this Contract, at the amenity facilities, will be employees of the Consultant. Consultant and the District each acknowledge and agree that persons performing services pursuant to this contract are not employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise.

B. RESPONSIBILITIES. A detailed description of these services is provided in **Exhibit A** to this contract.

C. TIME FRAME. The Standard On-Going Services shall be provided on a monthly basis as detailed in this Contract.

- II. ADDITIONAL SERVICES.** In addition to the Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services, or necessary to carry out the services as described herein, as well as any changes in the scope requested by the District, will be considered additional services. Such additional services may include, but are not limited to attendance at additional meetings, presentations, and vendor meetings or responses.

If any additional services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The Consultant shall undertake the additional services after the District has issued its written approval of the description and fees for such services to the Consultant.

- III. LITIGATION SUPPORT SERVICES.** Upon the District's request, the Consultant shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The Consultant shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the Consultant.

- IV. TERM.** The Consultant's services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The Consultant acknowledges that the prices of this Contract are firm and that the Consultant may change the prices only with the District's written consent. All prior agreements between the parties with respect to the subject matter of this Contract are terminated upon the execution of this Contract.

V. FEES AND EXPENSES; PAYMENT TERMS.

A. FEES AND EXPENSES.

- i. A schedule of fees for the services described in Sections I, II, and III, of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the Consultant for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the Consultant's compensation for services provided pursuant to this Contract, the District shall compensate the Consultant only for

those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the Consultant will invoice the District for the Consultant's services as soon as may be practicable bi-weekly in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved will be provided to the District at such time as those services are required. Payment shall be made by the District within thirty (30) days of receipt of a correctly submitted invoice.

- ii. The District agrees to pay Consultant in an amount equal to all Consultant's costs directly related to the personnel of the Consultant providing the services at the amenity facilities including: wages, benefits, applicable payroll-related tax withholdings, workers' compensation, payroll administration and processing, fees for background checks and drug testing.
- iii. Upon the execution of this contract, the District will provide a one-time operating deposit to the Consultant for use in paying salaries and related costs for personnel assigned and providing services to the District. This operating deposit is defined as one month of maximum total services costs.
- iv. Fees for the Standard On-Going Services in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses.
- v. In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- vi. For the purposes of this Contract, an out-of-pocket expense is an unexpected expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket

expenses incurred in connection with the performance of Additional Services and Litigation Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, copies, and binding.

- vii. Fees for services to be billed on an hourly basis will be billed at the Consultant's current hourly rates at the time of the execution of this Contract, as set forth in **Exhibit B**. The hourly rate for the services may be amended from time to time pursuant to the amendment procedure in this Contract and in advance of such proposed change. Consultant's current hourly rates are shown in **Exhibit B** to this Contract. Any proposed change shall indicate the new hourly fee for such services.

B. PAYMENT TERMS.

- i. **Standard On-Going Services.** Standard-On Going Services will be billed bi-weekly pursuant to the schedule shown in **Exhibit B**.
- ii. **Additional Services.** Additional Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit B**.
- iii. **Litigation Support Services.** Litigation Support Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit B**.
- iv. **Out-of-Pocket expenses.** Out-of-Pocket expenses of the Consultant will be billed monthly as incurred.

All invoices will be due and payable thirty (30) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

- VI. **SUSPENSION OF SERVICES FOR NON-PAYMENT.** The Consultant shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay Consultant's invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.
- VII. **NON-CONTINGENCY.** The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.

VIII. AMENDMENT. Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the Consultant.

IX. RESPONSIBILITIES.

A. DISTRICT RESPONSIBILITIES. The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the Consultant to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

B. LIMITATIONS OF RESPONSIBILITIES. To the extent not referenced herein, Consultant shall not be responsible for the acts or omissions of any other contractor or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Contract which are not under the control of the Consultant. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

X. TERMINATION. This Contract may be terminated as follows:

A. By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for "good cause" shall be effected by written notice to Consultant at the address noted herein.

B. By the Consultant for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be effected by written notice to District at the address noted herein.

C. By the Consultant or District, for any reason, upon provision of a minimum of sixty (60) days written notice of termination to the address noted herein.

D. Upon any termination, Consultant will be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any off-sets that the District may have for services not performed. Consultant will make all reasonable effort to provide for an orderly

transfer of the books and records of the District to the District or its designee.

XI. GENERAL TERMS AND CONDITIONS.

- A.** All invoices are due and payable within thirty (30) days of invoice date, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70, Florida Statutes. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B.** In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C.** This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Pasco County, Florida.
- E.** In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- D.** The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Consultant.
- E.** The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Contract within twenty-four hours (24) hours.
- F.** Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

XII. INDEMNIFICATION.

- A. DISTRICT INDEMNIFICATION.** To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence or reckless and/or willful misconduct of the Consultant, the District agrees to indemnify, defend, and hold harmless the Consultant and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and

expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

CONSULTANT INDEMNIFICATION. The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS. Nothing herein shall be construed to limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

XIII. INSURANCE.

- A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B.** The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
 - i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.

- iii. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
- iv. Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
- v. Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- vi. Commercial Crime insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.

C. Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

D. If the Consultant fails to secure or maintain the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance, in which event the Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

XIV. ASSIGNMENT. Except as provided in this section, neither the District nor the Consultant may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Consultant or the District without the prior written approval of the other party is void.

XV. COMPLIANCE WITH PUBLIC RECORDS LAWS. Consultant understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant 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 the Consultant 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 Consultant'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 the Consultant, the Consultant 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 THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

XVI. NOTICES. All notices, requests, consents and other communications under this Contract ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District: Asturia Community
Development District
5844 Old Pasco Rd. Suite 100
Wesley Chapel, FL 33544
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300 (32301)
P.O. Box 6526
Tallahassee, FL 32314
Attn: District Counsel

If to the Consultant: Rizzetta Amenity Service, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Except as otherwise provided in this Contract, 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 Contract 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 the Consultant may deliver Notice on behalf of the District and the Consultant, respectively. 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.

- XVII. EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the Consultant, and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Contract.
- XVIII. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XIX. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibit A**, shall constitute the final and complete expression of this Contract between the District and the Consultant relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibit A**, this instrument shall control.
- XX. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Consultant under this Contract 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 Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.
- XXI. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the Consultant 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 Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective

representatives, successors, and assigns.

- XXII. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant fails to 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 a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Consultant or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
- XXIII. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the Consultant as an arm's length transaction. The District and the Consultant participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- XXIV. COUNTERPARTS.** This Contract 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.
- XXV. EXPENSES RELATED TO FACILITY.** All purchases will be in accordance with and subject to the District's procurement and purchasing policies, Rules of Procedure and subject to all requirements for District procurement and purchases imposed by Florida law.
- XXVI. FACILITY REVENUE.** The Consultant will remit any gross revenue derived from income generating services and programs to the District on a monthly basis, which revenue will be used to defray the operations and maintenance costs of the amenity facilities. The Consultant shall keep close accounting of all revenue and expenditures.

XXVII. TAX EXEMPT STATUS. The parties agree that the amenity facilities will be operated and maintained for an exclusively public purpose, and that any monies generated from the operation of the amenity facilities will be remitted to the District and used to defray the public expense associated with operating and maintaining the amenity facilities consistent with the terms of this contract. The District agrees to pay any applicable ad valorem taxes.

XXVIII. NON-COMPETITION. The District agrees for a period of one (1) year, from the termination or expiration of this contract, not to directly or indirectly solicit, employ, or contract with any individual employed by the Consultant in a managerial position at the amenity facilities.

(Remainder of this page is left blank intentionally)

Therefore, the Consultant and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA AMENITY SERVICES, INC.

BY: _____

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: _____

WITNESS: _____
Witness

Print Name of Witness

ASTURIA COMMUNITY DEVELOPMENT DISTRICT

BY: _____

PRINTED NAME: _____

TITLE: Chairman/Vice Chairman

DATE: _____

ATTEST: _____
Vice Chairman/Assistant Secretary
Board of Supervisors

Print Name

Exhibit A – Scope of Services
Exhibit B – Schedule of Fees

EXHIBIT A
Scope of Services

STANDARD ON-GOING SERVICES: These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District.

MANAGEMENT:

- A. Provide professional management and oversight to perform the services outlined in this contract.
- B. Upon request, attend meetings in person or via phone to provide any updates or address concerns.
- C. Be available to any board member for open and direct communications regarding any questions they may have.
- D. Managing the recruiting, hiring, training, oversight and evaluation of personnel.

PERSONNEL:

- A. The Consultant shall employ a Clubhouse Manager, General Maintenance Staff, and Clubhouse Attendants that will be assigned to the District. A general description of these positions is provided below:

- a) Clubhouse Manager: Shall be employed as a full time, hourly position to oversee and supervise the amenity facilities. They are the onsite representative of the Consultant. The Clubhouse Manager shall have the responsibilities of overseeing all personnel along with outside maintenance services, managing resident relations, coordinating with other outside entities as needed, and interacting with the District's Board of Supervisors and District Manager.

They will also be responsible for the design, promotion and implementation of all the events, programs and classes. These duties include scheduling, reservations, registration, payment collection and staffing if needed.

- b) General Maintenance Staff: Shall be employed as a part time, hourly position to maintain the general maintenance, preventive maintenance and field operation duties of the Districts amenities.
- c) Clubhouse Attendants: Shall be employed as a part time, hourly position to support the Clubhouse Manager.

RESPONSIBILITIES:

The onsite personnel will be responsible for the following services, a detailed description of these services is provided below:

- Day-to-day operations, budgeting, and managing vendor contracts relating to the amenity facilities, development of standard operation policies and procedures.
- Check Resident access cards.
- Monitor the guest and visitor policies.
- Responsible for straightening deck furniture.
- Issue resident access cards.
- Enforce the rules and regulations of the facility.
- Empty trash receptacles.
- Restocking the paper products in the restroom if needed.
- Complete an incident log as needed.
- Design, promote and implement community events and activities and develop corresponding calendar of such events.
- Notify residents of upcoming events, meetings and general information.
- Assist with marketing promotions.
- Display flexibility in handling after hour's emergency calls.
- Oversee workplace operations to maintain and improve effectiveness and efficiency.
- Serve as the on-site representative of the District to the residents.
- Work with assigned contractors to ensure quality service is provided to the community.
- Contact the District Manager with any maintenance issues.
- Maintain work order requests and maintenance journal.
- Conduct walk around inspections of the facility and all amenities.
- Manage private events calendar.
- Complete private event rental forms, security deposits and check-in/out documents.
- Attend Board and Committee meetings when requested.

GENERAL MAINTENANCE:

- Swimming Pool Deck: Blow off entire pool deck, arrange furniture, empty and clean all waste receptacles and adjust umbrellas.
- Picnic Areas and Parks: Empty waste receptacles and pick up debris.
- Attend to Doggie Stations as needed.
- Control cobwebs around the Clubhouse.
- Check, repair, replace all lighting.
- Check conditions of roads, sidewalks and curbs.

- Parking Lot: Pick up litter, blow off debris.
- Check on all common area landscaping for debris, damage and report to the club manager.
- Cleaning the outdoor furniture.
- Touch up paint interior and exterior.
- Check and assess street signs, monuments, and informational signs.
- Perform minor repairs to equipment and facilities as needed.

EXHIBIT B
Schedule of Fees

Standard On-Going Services will be billed bi-weekly, payable pursuant to the following schedule for the period of **October 1, 2018 to September 30, 2019**:

SERVICES (October 1, 2018 to September 30, 2019):

Full Time Personnel (40 hours per week for 52 weeks)

-Clubhouse Manager

Part Time Personnel

-General Maintenance (25 hours per week)

-Clubhouse Attendants (25 hours per week)

	ANUALLY
Budgeted Personnel Total (1)	\$ 102,120.72
General Management and Oversight (2)	\$ 10,800.00
Total Services Costs:	\$ 112,920.00
<hr/>	
Operating Deposit (One-time fee) (3)	\$ 2,769.95
(Revised operating deposit \$10,274.74 minus \$7,504.79 current deposit)	
<hr/>	
Total Services Costs with Deposit:	\$ 115,689.95

(1). These budgeted costs reflect full personnel levels required to perform the services outlined in this contract. Personnel costs includes: All direct costs related to the personnel for wages, benefits (Full Time only), applicable payroll-related taxes, workers' compensation, payroll administration and processing, background checks and drug testing.

(2). General Management and Oversight: The costs associated with Rizzetta Amenity Services, Inc.'s expertise and time in the implementation of the day to day scope of services, management oversight, hiring, and training of staff.

(3). Operating Deposit: A one-time deposit required for use in paying salaries and related costs for personnel assigned and providing services to the District. This operating deposit is defined as one month of maximum total services costs.

The District shall be responsible for any of the following costs associated with the operation of the amenity facilities:

Uniforms: Personnel shall wear community specific shirts provided by the District if required.

Cell Phone: Management personnel shall require a cell phone or a cell phone allowance. This phone will also be used as the contact number for the District for after hour emergencies.

Office Equipment: Personnel will require a dedicated computer, printer and a digital camera as well as convenient access to an onsite copier and fax machine, provided by the District.

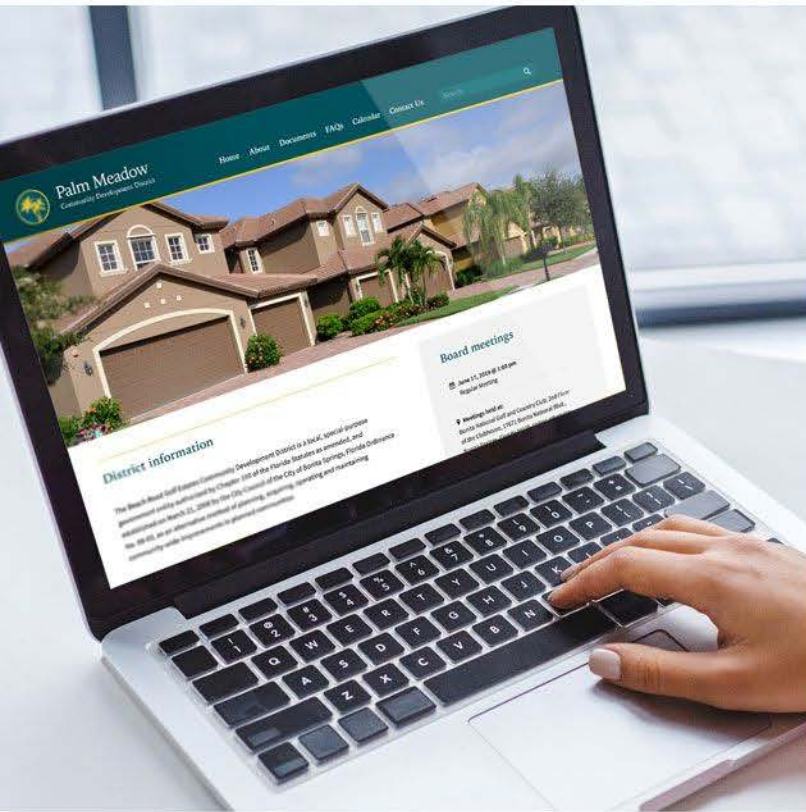
Mileage Reimbursement: Personnel shall receive mileage reimbursement incurred while performing the District's responsibilities when using a personal vehicle. Mileage shall be reimbursed at the rate approved by the Internal Revenue Service.

ADDITIONAL AND LITIGATION SUPPORT SERVICES:

Additional and Litigation Support services will be billed hourly pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Principal	\$300.00
Vice President	\$250.00
Chief Financial Officer	\$250.00
Director	\$225.00
Regional District Manager	\$200.00
Regional Licensed Community Association Manager	\$200.00
Financial Services Manager	\$200.00
Accounting Manager	\$200.00
District Manager	\$175.00
Licensed Community Association Manager	\$175.00
Amenity Services Manager	\$175.00
Supervisor, Field Services	\$175.00
Clubhouse Manager	\$175.00
Financial Analyst	\$150.00
Senior Field Services Manager	\$150.00
Senior Accountant	\$150.00
Field Services Manager	\$125.00
Community Association Coordinator	\$100.00
Financial Associate	\$100.00
Staff Accountant	\$100.00
Accounting Clerk	\$ 85.00
Administrative Assistant	\$ 85.00

Tab 2



Keeping your community informed. And you compliant.

Astoria Community Development District

Proposal date: 2019-07-09

Proposal ID: QOCFC-KCTBR-RKGVE-CX8WW

Pricing.....	2
Services.....	3-5
FAQs.....	6
Statement of work.....	7-8
Terms and conditions.....	9-12



Ted Saul

Director - Digital Communication

 *Certified Specialist*



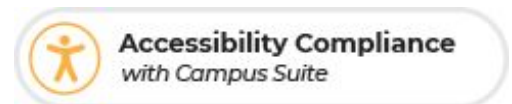
Pricing

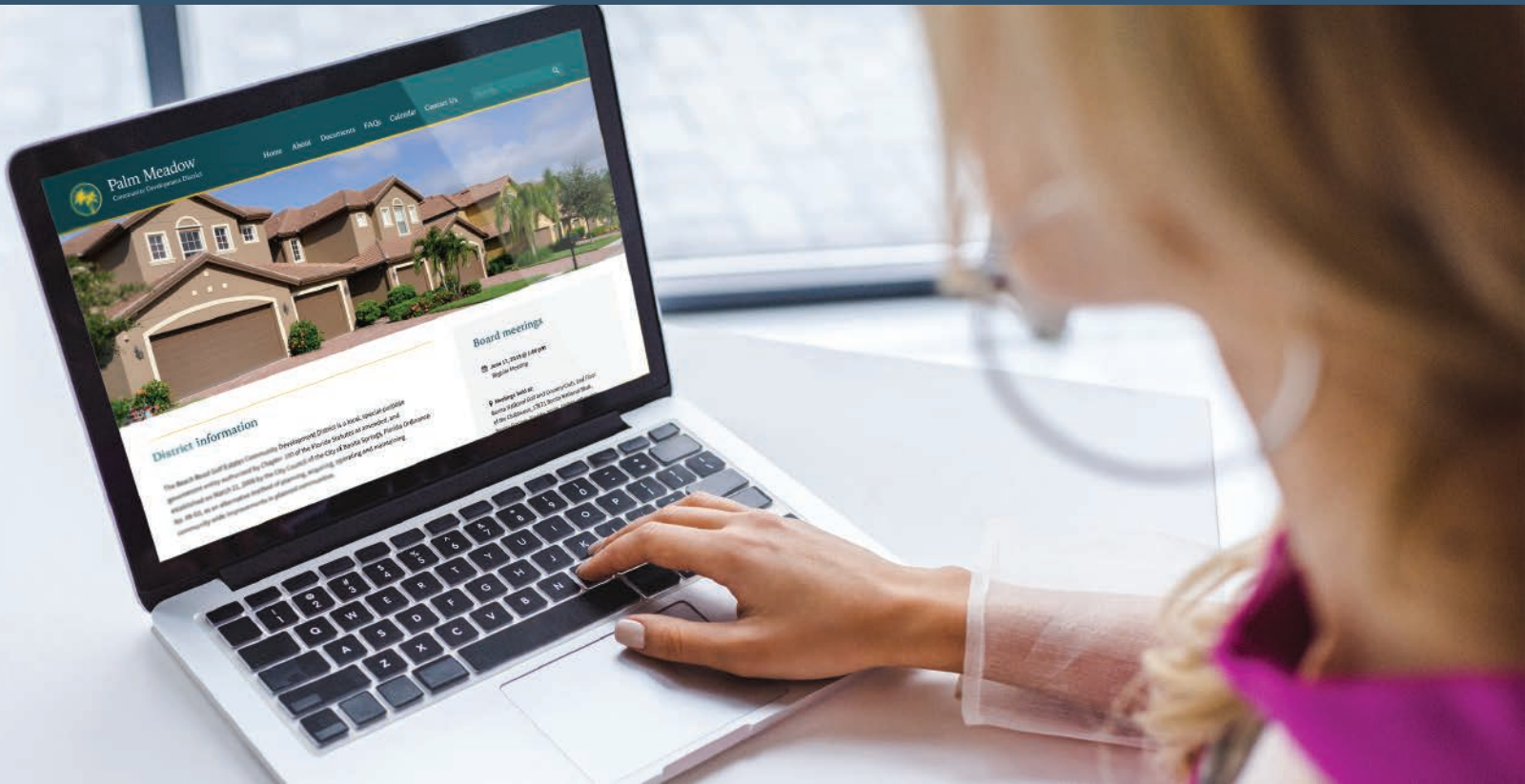
Effective date: 2019-07-15

Implementation	Quantity	Subtotal
On-boarding of ADA Compliant Website and Remediation of Historical Documents <ul style="list-style-type: none">• Migration website pages and present on a staged website for approval• Initial PDF Accessibility Compliance Service for 1500 pages of remediation	1	\$2,325.00
<hr/>		
Annual ongoing services	Quantity	Subtotal
Website services <ul style="list-style-type: none">• Hosting, support and training for users• Website management tools to make updates• Secure certification (https)• Monthly accessibility site reporting, monitoring and error corrections	1	\$600.00
<hr/>		
Ongoing PDF Accessibility Compliance Service <ul style="list-style-type: none">• Remediation of all PDFs stored on your website• Remediation of up to 750 PDF pages• Dashboard for reporting and managing all PDFs• 48-hour turnaround for fixes for board agendas• PDF manager dashboard	750*	\$937.50
<hr/>		
Social Media Manager		Included

*Maximum PDF pages per 12 month period

Total: \$3,862.50





Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

Keeping it all accessible – and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

Designed for districts



Easy-to-update website, hosting and support



Worry-free ADA-compliance, auditing and full reporting



Meets Florida statutes and federal laws

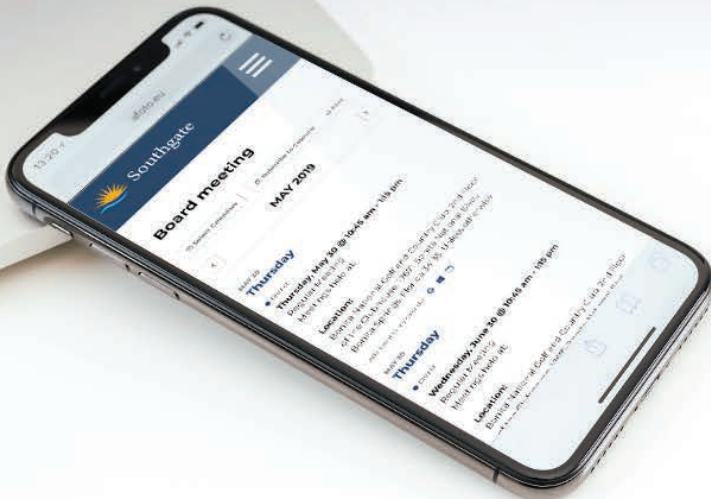


Save CDD board time and money

Keeping your community informed and compliant.



Accessibility Compliance
with Campus Suite



We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- ✓ Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- ✓ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes



A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..



**Campus Suite Academy
Website Accessibility Center**

www.campussuite.com/accessibility-center

Frequently asked questions

For PDF service, what is the price per page?

Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between \$1.05 per page to \$1.75 per page.

What does the PDF scan and remediation process look like?

You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

What does the ADA managed service process for our website look like?

Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

How long does it take?

For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

What standards do you follow for ADA?

We follow WCAG AA 2.1 guidelines

Are there any hidden fees?

No.

How long does it take to build the website?

It depends upon your responsiveness, but generally only a couple of weeks.

Can we change the design of our website?

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

Do your sites offer a calendar?

Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.

Statement of work

1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
 1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time (“WCAG”);
 2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
 3. Display an ADA compliance shield, seal, or certification;
 4. Provide options to create a CDD-branded design (colors, logo, etc...)
 5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be “mobile friendly” and offer a “mobile version” of the sites content for access from tablets or smart phones.
 6. Be free of any commercial advertising;
 7. Be free of any known spyware, virus, or malware;
 8. Secure certification (https)
 9. Secure cloud hosting with fail-overs
 10. Allow for data backups, and record retention as required by law;
 11. Allow for the display a calendar, reservation request form, and newsletter;
 12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
 13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.*
2. **Maintenance and Management of the Website.**
 1. Contractor will manage and maintain the website;
 2. Remediate in an ADA compliant format new documents (a not to exceed 750 pages per year) uploaded by the District Manager to the document portal;*
 1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
 3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;
 4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and

5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

3. Monthly Auditing and Remediation Services.

1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.

4. Support Services.

Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

Website Creation and Management Agreement

This Website Creation and Management Agreement (this “Agreement”) is entered into as of 2019-07-15, between the Asturia Community Development District, whose mailing address is 3434 Colwell Avenue, Tampa, FL 33614 (the “District”) and Innersync Studio, LLC., an Ohio limited liability company (d/b/a Campus Suite), whose mailing address is 752 Dunwoodie Dr., Cincinnati, Ohio 45230 (the “Contractor”).

Background Information:

The District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes. The District is required to have a website and desires to have a website created, regularly updated, managed, inspected, and remediated to ensure compliance with the Americans with Disabilities Act (the “ADA”). The Contractor has the technical expertise to provide the above-mentioned services. The District desires to retain the Contractor to provide services as described in this Agreement.

Operative Provisions:

1. Incorporation of Background Information. The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.

2. Scope of Services. The Contractor will perform all work, including all labor, equipment, and supervision necessary to perform the services described in the “Statement of Work” attached hereto as Exhibit A.

3. Term and Renewal. The initial term of this Agreement will be for one year from the date of this Agreement. At the end of the initial term, this Agreement will automatically renew for subsequent one-year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provisions below.

4. Termination.

a. Either party may terminate this Agreement without cause, with an effective termination date of the next scheduled renewal date, by providing at least thirty (30) days written (letter, facsimile, email) notice to the other party prior to the next renewal date.

b. Either party may terminate this Agreement with cause for material breach provided, however, that the terminating party has given the other party at least thirty (30) days written (letter, facsimile, email) of, and the opportunity to cure the breach.

c. Upon termination of this Agreement:

- i. The Contractor will 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. If any deposit or advanced payments exceeds these costs, Contractor will refund the appropriate amount to the District.
- ii. The Contractor will provide the District or its designee with all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the server, at a cost not to exceed \$50 to the District.
- iii. The Contractor will be permitted to remove its name and ADA compliance shield, seal, or certificate from the website on the effective date of the termination.
- iv. If the Contractor was using certain software (including content management software) that is proprietary and was licensed to the District during the term of the Agreement, then the Contractor shall coordinate with the District as to the end of the license or simply create a simple splash page of the District with information on the transition to a new website.

5. Compensation and Prompt Payment.

- a. Upon execution of this Agreement, the District agrees to pay Contractor for a one-time payment of \$2,325.00 for the Onboarding of ADA Compliant Website and Remediation of Historical Documents.
- b. Starting on October 1, 2019 the District agrees to compensate the Contractor \$1,537.00 for Maintenance and Management of the Website, Monthly Auditing and Remediation Services, and Support Services as described in the Statement of Work as described in the Statement of Work. The District shall make such payments in advance of the services to be provided. Contractor will provide the District with an invoice on an annual basis for work to be performed. The District will pay Contractor within 15 days of receipt of the invoice.

6. Additional Work. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties will agree in writing to an addendum (for changes to the regular services) or work authorization order (for all other services). The Contractor will be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

7. Ownership of Website, Domain Name, and Content. The District will be the owner of the website, domain name, and all content (including remediated content provided by the Contractor) on the website.

8. No Infringement of Intellectual Property. Contractor warrants and represents that neither the Statement of Work nor any product or services provided by Contractor will infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. Contractor shall take all steps to ensure that the District has no access to confidential software or data that is proprietary (whether it's the Contractor's or another provider's through a license agreement).

9. Promotion. The District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

10. Warranty. The Contractor warrants that the work: (a) will conform to the requirements of the Statement of Work, (b) will be performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and WCAG regulations, and (c) will be performed without defects in workmanship or in code. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

11. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and will perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement will be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor will not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

12. Compliance with Governmental Regulations. The Contractor will comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and will hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder. Contractor is solely responsible for complying with all applicable laws pertaining to website accessibility, including but not limited to the ADA and those certain WCAG standards, and other web accessibility guidelines as amended from time to time.

13. Insurance. Contractor will, at its own expense, maintain commercial general liability insurance coverage of no less than \$1,000,000 for the duration of the term of this Agreement and for any renewals of the term, as mutually agreed upon by the parties, which names the District, its officers, agents, staff, and employees as an additional insured. The Contractor will deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Contractor will maintain Workers

Compensation insurance as required by law.

14. Limitation of Liability. Either party's total liability under this Agreement, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim. Contractor shall not be liable for ADA compliance of any content posted by the District without first being remediated by the Contractor.

15. Indemnification. Contractor agrees to, subject to the limitation of liability described above, indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries or damage of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein will constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing. Obligations under this section will include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

16. Conditions Precedent Prior to Any Litigation. In the event that either party is dissatisfied with the other party and as a condition precedent prior to commencing any litigation, such party shall communicate in writing to the other party with their specific concerns. The parties shall make a good faith effort toward the resolution of any such issues. If the parties are not able to reach a mutually acceptable solution, then either party may request arbitration at their own expense. If such arbitration is requested, it shall be held within sixty (60) days of such request.

17. Remedies in the Event of Default. Subject to the limitation of liability described above, a default by either party under this Agreement will entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. Nothing contained in this Agreement will limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

18. Controlling Law. This Agreement is governed under the laws of the State of Florida with venue in the county the District is located in.

19. Enforcement of Agreement. Only after satisfying the conditions precedent prior to any litigation above, in the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms

of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party, with a not to exceed limit of the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim.

20. Public Records. Contractor acknowledges the District is a special purpose unit of local government in the State of Florida, and that all documents of any kind provided to or in possession of Contractor in connection with this Agreement are subject to Florida's public records laws, pursuant to Chapter 119, Florida Statutes. As required under Section 119.0701, Florida Statutes, Contractor will (a) keep and maintain public records that would ordinarily and necessarily be required by the District in order to perform the Service Provided, b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost of reproduction permitted by law, (c) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Contractor upon termination of this Agreement, and 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 the information technology systems of the District. Upon receipt by Contractor of any request for copies of public records, Contractor will immediately notify the District of such request. Failure of Contractor to comply with public records laws to the extent required by statute may result in immediate termination of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT _____, OR BY EMAIL AT _____, OR BY REGULAR MAIL AT _____.

21. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor will immediately notify the District whereupon this Agreement may be terminated by the District.

22. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

23. Assignment. This Agreement is not transferrable or assignable by either party without the written approval of both parties.

24. Amendment. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

25. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. 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.

26. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be an original; however, all such counterparts together will constitute, but one and the same instrument.

27. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement supersedes and subsumes any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement controls over provisions in any exhibit.

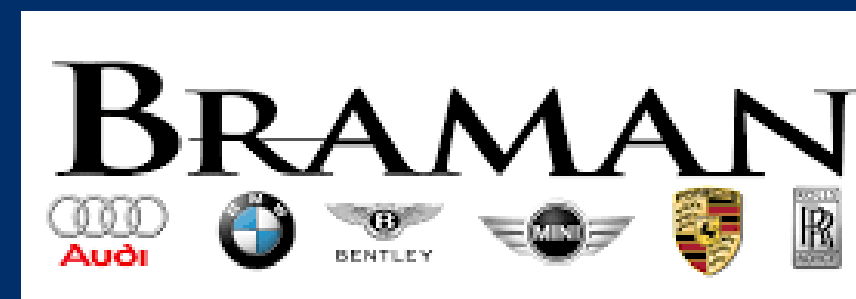
Innersync Studio, LLC.	Asturia
_____ Steve Williams VP of Marketing	_____ Print name
Date	Date

Asturia CDD

Website Compliance and Accessibility



A Sampling of Our Clients



Dear Asturia CDD Board Members:

Thank you for the chance to present our company, ADA Site Compliance, the leader in website accessibility for Florida's community development districts. We've worked with 200+ CDDs and government entities, and hundreds of businesses, including some of the world's best-known brands. We're confident that our expertise in website and PDF accessibility makes us the right choice for Asturia.

We realize you have a choice when selecting any vendor. We also know that ADA website and PDF accessibility are highly specialized, so it's important for you to understand what sets one company apart from another. Below are a few key facts you should know about us:

1. We have one business – website and PDF accessibility and compliance – and we do it the right way

Since the explosion of ADA website lawsuits two years ago, many companies in fields like web design and SEO are now seeking a new revenue stream in digital accessibility. Many are good marketers but simply lack the skills and knowledge to properly do this work. At ADASC, we have one business: making and keeping our clients' websites and PDFs accessible.

2. Community Development Districts are our specialty – and we have a perfect track record

We have worked with hundreds of special districts in Florida, including more than 200 CDDs. In that time, no ADASC clients who have completed their auditing and remediation have been sued. That's because we do the work the way it must be done and never take shortcuts.

3. We are the experts' experts

Our clients are also the clients of dozens of the world's largest law firms (we're happy to share a list). They continue to refer us those clients because they trust us to serve them well, to manage their risk exposure, and to keep their costs low.

We respectfully urge the board to consider these points in order to get a true apples-to-apples comparison of your options. As litigation continues against CDDs, having a truly accessible website and PDFs will save you time and money. And it's the right thing to do.

We welcome your questions and look forward to serving as your trusted resource for all your accessibility needs.

Sincerely,

The ADA Site Compliance Team

Experience Counts



ADASC is proud to be the trusted partner of 200+ Florida CDDs, their board members, management companies, insurance carriers, and legal counsel.

Districts across Florida turn to us for all their accessibility and compliance needs:

- ✓ Website and PDF remediation
- ✓ Creation of new, ADA-compliant, accessible websites
- ✓ Risk-mitigation in a climate of growing litigation
- ✓ Ongoing maintenance and support of accessibility efforts
- ✓ Website hosting, back-up, and security
- ✓ Training, consulting, and expert advice

We are happy to provide you with references upon request

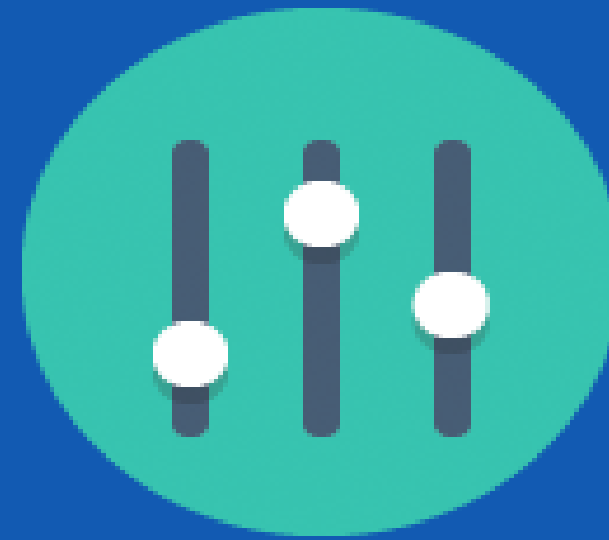


Phase 1: Risk-Mitigation



Compliance Shield

A certificate on your website indicates that you have a compliance plan in place and are taking active steps toward usability for all.



Site Accessibility Policy

A compliance plan details your strides toward access for all and lists alternate contact info for users in need of accommodations.



Compliance Audit Report

A detailed audit report shows the lines of code to be corrected and screen shots and text descriptions of every compliance failure.

Your New, Accessible & Compliant Website

Phase 2

Migration of All Content

Our technical team migrates your current content to a brand new website built to be accessible and compliant.

Phase 3

Quality Assurance

Our compliance team re-tests your new website to ensure that it meets WCAG 2.1 AA-level criteria.



Sample Pages from a District's New, Compliant Website



Waterset Central CDD [Welcome](#) [Links](#) [Documents](#) [Information](#) [Contacts](#)

[CDD](#) [Election](#) [Finances](#) [HOA](#) [Meetings](#) [Questions](#)

[Services](#)

Search

Waterset Central

Community Development District

Welcome

Welcome to the official website for the Waterset Central Community Development District (the "District"). This website is funded on behalf of the District to serve two major purposes. The first is to comply with Chapter 189.069 of the *Florida Statutes*, which requires each special district to maintain an official internet website. The second is an effort to help educate the general public about the services provided by the District, and to highlight the other agencies involved in the day-to-day operations of the community. These agencies include, but are not limited to the Florida Department of Economic Opportunity, Hillsborough County and the Waterset Central homeowner's association.

Upcoming Events

- October 11, 2018 Meeting Minutes
- November 8, 2018 Revised Final Agenda
- November 8, 2018 Final Agenda
- November 8, 2018 Tentative Agenda
- September 2018 Financial Statement
- August 9, 2018 Meeting Minutes
- October 11, 2018 Final Agenda
- October 11, 2018 Tentative Agenda
- August 2018 Financial Statement
- September 13, 2018 Tentative Agenda

District Administration

The District Manager's responsibilities include:

- Preparation and submittal of a proposed operations and maintenance budgets for Board review and action
- Preparation of contract specifications for District operations, including community appearance, waterway management, street lighting and facilities maintenance
- File all required forms and documents with state and local agencies
- Attend all Board of Supervisor meetings – implement the policies of the Board
- Additional duties as directed by the Board

Rizzetta & Company, Inc.
 9428 Camden Field Parkway
 Riverview, FL 33578
 Joe Roethke
 District Manager
 Ph. 813-533-2950

If you have a concern, please let us know. [Contact us here](#) to report your concern. Certain documents will be in PDF format.

Certain documents will be in PDF format. To view them you may have to [download](#) the latest version of Adobe Reader.

Waterset Central CDD [Welcome](#) [Links](#) [Documents](#) [Information](#) [Contacts](#)

[CDD](#) [Election](#) [Finances](#) [HOA](#) [Meetings](#) [Questions](#)

[Services](#)

Search

Community Development District Overview

The Waterset Central Community Development District ("District") is an independent local unit of, special-purpose government, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*, and established by Ordinance 17-25, adopted of the Board of County Commissioners of Hillsborough County, Florida which became effective on October 11th, 2017.

The District currently encompasses approximately four hundred seven (406.567) acres of land located entirely within Hillsborough County, Florida. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

Upcoming Events

- October 11, 2018 Meeting Minutes
- November 8, 2018 Revised Final Agenda
- November 8, 2018 Final Agenda
- November 8, 2018 Tentative Agenda
- September 2018 Financial Statement
- August 9, 2018 Meeting Minutes
- October 11, 2018 Final Agenda
- October 11, 2018 Tentative Agenda
- August 2018 Financial Statement
- September 13, 2018 Tentative Agenda

Creation of a New, Compliant & Accessible Website



\$2,400 (year 1) * Migration of current site content to new, ADA-compliant format

* Asturia CDD owns 100% of the website

* No annual fee in year one

\$900 (annually) - Continued accessibility and ongoing compliance support as standards change

Includes:

* 20 FREE hours of annual consulting (a \$5,000 value)

* FREE monthly tech audit reports for ongoing maintenance (a \$999 value)

* Customized Accessibility Policy

* ADASC Compliance Shield

* No annual fee in year one

** the pricing above reflects a 20% discount that ADA Site Compliance is pleased to offer to all Egis clients*





PDFs

\$99 for two years of PDF conversion to text/HTML format

Conversion will improve PDF accessibility

Complex document remediation starts at \$1.00

Template creation available to reduce future costs

Hosting

\$300 per year (a \$1,200 value)

Includes the following premium features:

- Active firewall
 - Virus protection
 - SSL certificate
 - Daily file and database backup
 - Disaster recovery
 - Server optimization
- the pricing above reflects a 20% discount that ADA Site Compliance is pleased to offer to all Egis clients*

Districts Choose ADASC For:

- * Turnkey solutions that provide unmatched convenience
- * Services that don't just meet, but exceed, insurance requirements
- * The most experienced team of experts in our field
- * Our single focus on digital accessibility and compliance
- * The lowest-cost option among legitimate service providers

New, Compliant Website: \$2,400

PDFs: \$99

Hosting & Backup: \$300

Year One Cost: \$2,799



FREE for All Egis Clients

A \$5,999 Value

- * 20 FREE hours of annual website consulting (a \$5,000 value)
- * FREE monthly tech audit reports for ongoing compliance (a \$999 value)



A Word from a Fan



"A big shout out to ADA Site Compliance, which helps businesses and public entities make their websites and PDFs accessible and compliant with the Americans with Disabilities Act. Check out ADA Site Compliance. This is a good thing to have. Compliance is a must..."

- KEVIN O'LEARY A.K.A. "MR. WONDERFUL"
ABC TV'S *SHARK TANK*



ADA Site Compliance

The Website & PDF Accessibility Experts Asked to Present to:



The Trusted Resource for Those That You Trust





Contact Information



ADA Site Compliance, LLC

Jeremy Horelick, Vice President
(561) 258-9518 Direct

jeremy@AdaSiteCompliance.com

www.AccessibleDistrictWebsites.com

Proposal For Asturia CDD

URL: <http://asturiacdd.org/> **Website Type:** Medium

Website Accessibility for People with Disabilities as per Nondiscrimination requirements of Title II of the American Disabilities Act (ADA) & WCAG

Date	Version#	Comments	Author
August 13, 2018	1.0	Updated "The Law, ADA and WCAG" section details	VB Joshi, Kristen T
January 10 th , 2019	2.0	Updated conversion and support costs based on discussed scope	VB Joshi
February 25, 2019	2.2	Updated fee-simple pricing and human audit seal	VB Joshi
March 21, 2019	2.3	Added quarterly audit as per insurance requirement	VB Joshi
March 28, 2019	2.4	Updated Annual Maintenance price for ADA support only	VB Joshi
May 7, 2019	2.5	Updated for CDD specific info after conversing with CDD Manager	VB Joshi
May 20, 2019	2.6	Added Human Audit Details	VB Joshi
June 9, 2019	2.7	Added Hosting and Backup to Maintenance	VB Joshi
July 7, 2019	2.8	Updated as per email from Eric Dailey – content upload cost added	VB Joshi



BBB Rating: A+
Click for Profile

Your website gets 2 Compliance Seals

VGlobalTech's Technical Compliance Seal & Human Audit Compliance Seal*

(* Human Audit Contract required)



VGlobalTech is the ADA, WCAG Compliance Expert, with over 100 ADA & WCAG compliant websites created (...and counting) to-date! We have partnered with a non-profit agency to conduct Human Audit and Certification Seal.

Visit <https://vglobaltech.com/website-compliance/> for details.

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Any violations are punishable under the law and shall be prosecuted.

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1.0 The Law

Source: http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html

189.069 Special districts; required reporting of information; web-based public access. —

(1) Beginning on October 1, 2015, or by the end of the first full fiscal year after its creation, each special district shall maintain an official website containing the information required by this section. Each special district shall submit its official website address to the department.

(a) Each independent special district shall maintain a separate website.

(b) Each dependent special district shall be prominently displayed on the home page of the website of the local general-purpose government upon which it is dependent with a hyperlink to such webpages as are necessary to provide the information required by this section. A dependent special district may maintain a separate website providing the information required by this section.

(2)(a) A special district shall post the following information, at a minimum, on the district's official website:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
7. A description of the boundaries or service area of, and the services provided by, the special district.
8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy

of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

9. The primary contact information for the special district for purposes of communication from the department.

10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.

11. The budget of the special district and any amendments thereto in accordance with s.189.016.

12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.

13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).

14. The public facilities report, if applicable.

15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).

16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.

(b) The department's website list of special districts in the state required under s. 189.061 shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection

2.0 ADA & WCAG Compliance – Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Many countries and international organizations require compliance with WCAG 2.0 and 2.1. The guidelines are categorized into three levels of compliance: A (must support), AA (should support), and AAA (may support). Representatives from the accessibility community around the world participate in the evolution of these guidelines.

Source: <https://www.w3.org/WAI/standards-guidelines/wcag/>

Visit <http://vglobaltech.com/website-compliance/> for more details, do a website compliance check on your website and to download a PDF proposal.

2.1 Common Problems and Solutions in Website Accessibility?

2.1.1 Problem: Images Without Text Equivalents

Solution: Add a Text Equivalent to Every Image

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an “alt” tag for brief amounts of text or a “longdesc” tag for large amounts, to each image and graphic on your agency’s website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor’s picture, adding an “alt” tag with the words “Photograph of Mayor Jane Smith” provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a “longdesc” tag that includes a text equivalent description of each location shown on the map – e.g., “City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue.”

2.1.2 Problem: Documents Are Not Posted In an Accessible Format

Solution: Post Documents in a Text-Based Format

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

2.1.3 Problem: Specifying Colors and Font Sizes

Solution: Avoid Dictating Colors and Font Settings

Websites should be designed so they can be viewed with the color and font sizes set in users’ web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

2.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

Solution: Include Audio Descriptions and Captions

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

2.1.5 Web Content Accessibility Guidelines (WCAG)

Understanding the Four Principles of Accessibility

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

1. **Perceivable** - Information and user interface components must be presentable to users in ways they can perceive.
 - This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
2. **Operable** - User interface components and navigation must be operable.
 - This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
3. **Understandable** - Information and the operation of user interface must be understandable.
 - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
4. **Robust** - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
 - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

If any of these are not true, users with disabilities will not be able to use the Web.

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.

VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.

Visit <https://vglobaltech.com/website-compliance/> for details of our compliance process and expertise in this area.

Please see References section for several resources on compliance.

3.0 Pricing

Website Complexity: **Medium Level Websites**

VGlobalTech team shall complete the following critical tasks for client website. All costs below are per website / CDD:

3.1 Existing Website Remediation / New Website Build:

	Task
1.	Remediate existing website / Build new website from start as per Florida Statute Chapter 189 requirements. Ensure ADA & WCAG compliance requirements. Customer shall provide all documents and content required. ALL webpages on the website. Create accessibility document, code review, html updates, plugins / security updates required for ADA and WCAG compliance
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc.). Braille Readers, Other assistance technology compatibility
3.	ADA Standards application (as per Section 1 above). ADA.gov, Web Content Accessibility Guidelines (WCAG)
4.	PDF Documents conversion (to Text, HTML etc.) as needed for ADA Compliance / Reader Compliance (up to 2 years of documents shall be converted)
5.	Create a webpage showing websites ADA Compliance efforts
6.	Create customized footer with VGlobalTech's ADA Compliance Seal (valid for 1 year only)
7.	Web Design Total: \$5250/- (one time)

3.2 ADA Compliance Monthly Maintenance and Hosting

Maintenance contract starts after initial conversion is completed (It is critical to maintain compliance as websites get updated):

The Annual Maintenance **DOES NOT** include the quarterly audits proposed in the next section. Maintenance contract is required for VGlobalTech’s proprietary document conversion software (PDF to RTF) to be used that allows faster, accurate and batch processing for document conversion.

	Task
1.	Full content upload support to regularly keep site updated (includes all documents, audit reports, agendas, meeting minutes, events etc). Ensure content is in ADA and WCAG compliance for the entire site. Section 508 stipulations (applicable to CDD) and FIA /eGIS insurance requirements are met. These points are very critical to maintain a fully compliant website at all times. Update turnaround time – less than 24 hrs from customer sending the content and documents to be updated to VGT team.
2.	PDF Documents conversion (to Text, HTML etc) as needed (new documents during the maintenance year only) for ADA Compliance / Reader Compliance. VGlobalTech’s proprietary batch conversion software shall be used by our team for faster batch-conversion processing as long as the contract is valid (big time saver that creates compliant documents that can be uploaded to the website). There is no limit on how many documents or pages per documents can be converted per month using VGlobalTech’s software. If Auto conversion fails, VGlobalTech team shall perform manual OCR and conversion within 24 hrs.
3.	Update footer with VGlobalTech’s ADA Compliance Seal (extended for current year)
4.	Website hosting and backups – Premium hosting, unlimited file space, bandwidth, fast website response, regular automated backups, SSL certificates for secure site access (https protocol), 99.9% website uptime:
<p>Total Monthly Maintenance with full content upload, document conversion and Hosting: \$3500 / year OR \$300 / month</p> <p>*support beyond 8 hrs. / month / CDD shall be billed at \$55 / hr. separately (VGlobalTech team shall be responsible to track and report hours exceeded, if any) **\$100 discount for one-time payment at the start of the contract ***Monthly maintenance must be paid before the 10th of every month</p>	

3.3 Quarterly Technical and Human Audit

This audit is as per the Florida Insurance Alliance guidelines. Please check with your insurance agency for specific requirements. **Read more here:** https://vglobaltech.com/wp-content/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf

VGlobalTech has partnered with a local agency for the visually impaired – LightHouse Works. LightHouse has developed a unique program for digital accessibility that is run by visually impaired personnel that are highly skilled in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <https://vglobaltech.com/website-compliance/>

Together we are now able to provide not one but two compliance seals for all our customers:

1. Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (ADA), Web Content Accessibility Guidelines (WCAG), **Section 508** of the Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand. Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

2. Human Audit Seal:



LightHouse Works' visually impaired personnel shall actually test the website for compliance as per the section 508 and ADA requirements. The VGlobalTech technical team shall remediate any points discovered by LightHouse team and send the site for re-certification. Upon satisfactory completion LightHouse shall provide the Human Audit Seal that will be specific to the site and the VGlobalTech team shall put the seal on the site. This is an added layer of true Human Audit testing that provides full ADA compliance.

Cost for both Audits: \$1600 / Four Audits per Year

- Paid as a onetime fee or in equal installments quarterly
- Seals renewed every quarter
- Audits are conducted by VGlobalTech and LightHouse Agency together
- Full Audit reports shall be provided

This proposal includes following points, stipulations terms and conditions:

*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps **unless otherwise noted*

* email and phone communication

*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH**

*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement, they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

4.0 Proposal Acceptance:

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech can proceed with the project. All payments shall be made according to this agreement.

Select Proper Option Below, Sign and Date, Return to contact@vglobaltech.com:

Option1: Website only

Section 3.1: One time (website conversion and compliance cost):

Option2: Website and Monthly Maintenance w/ Hosting

Section 3.1: One time (website conversion and compliance cost)

+

Section 3.2 ADA Compliance Monthly Maintenance and Hosting

Option3: Website and Quarterly Audits

Section 3.1: One time (website conversion and compliance cost)

+

Section 3.3 Quarterly Technical and Human Audit Testing

Option4: Website, Monthly Maintenance w/ Hosting and Quarterly Audits

Section 3.1: One time (website conversion and compliance cost)

+

Section 3.2 ADA Compliance Monthly Maintenance and Hosting

+

Section 3.3 Quarterly Technical and Human Audit Testing

Signatures:

For Customer

Date

VB Joshi

For VGlobalTech

Date

5.0 References:

ADA Best Practices Tool Kit for State and Local Governments:

<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

U.S. Department of Justice, Civil Rights Division, Disability Rights Section

<https://www.ada.gov/websites2.htm>

Web design Standards: <https://www.w3schools.com/>

Web Content Accessibility Guidelines (WCAG) <https://www.w3.org/TR/WCAG21/>

VGlobalTech Web Content Accessibility Implementation and Checkpoints:

<http://vglobaltech.com/website-compliance/>



Tab 3

CONTRACT FOR PROFESSIONAL TECHNOLOGY SERVICES

DATE: August 27, 2019

BETWEEN: **RIZZETTA TECHNOLOGY SERVICES, LLC.**
3434 Colwell Avenue
Suite 200
Tampa, Florida 33614

(Hereinafter referred to as "**Consultant**")

AND: **AUSTURIA COMMUNITY DEVELOPMENT DISTRICT**
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544

(Hereinafter referred to as "**District**," and together with Consultant, the "**Parties**.")

PURPOSE; SCOPE OF SERVICES:

- I. The purpose of this contract for technology services (hereinafter referred to as "**Contract**") is for the Consultant to provide professional technology services to the District pursuant to Chapter 189.069, Florida Statutes. A brief description of these services is provided below, and a detailed description is provided in **Exhibit A** to this Contract.

A. ONE-TIME SERVICES. The Consultant shall provide the following One-Time Services to the District pursuant to this Contract:

- i. **Website Development** - Consultant shall provide all required content to a third party responsible for design and implementation of a website for the District to comply with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet website. Details of the required content are shown in **Exhibit A**. Consultant shall secure and register a domain name in the District's name, which the domain shall be owned by the District, for purposes of establishing the website.

- ii. **E-mail Set-up** - Consultant shall establish and register a domain name in the District's name for purposes of setting up and creating individual e-mail addresses for supervisors, staff or employees as designated by the District. Said domain name shall be owned by the District.

B. STANDARD ON-GOING SERVICES. The Consultant shall provide the following Standard On-Going Services on a monthly basis to the District pursuant to this Contract:

- i. **Website Compliance and Management** - Consultant shall be responsible for ensuring District's on-going compliance with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet web site throughout the term of this Contract. Consultant shall maintain the domain for the District. Consultant will manage the website maintenance contract provider and ensure they are meeting the requirements of the contract with the District. Consultant will provide the website maintenance provider with documents and updated content as required in accordance with Chapter 189.0069 Florida Statutes.
- ii. **E-mail** - Consultant shall provide services including ongoing management of e-mail accounts, hosting and backup in compliance with all applicable laws, including public records law and public records retention.

II. ADDITIONAL SERVICES. In addition to the One-Time and Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services above as well as any changes in the scope requested by the District, will be considered additional services. If any additional services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The Consultant shall undertake the additional services after the District has issued its written approval of the description and fees for such services to the Consultant.

III. LITIGATION SUPPORT SERVICES. Upon the District's request, the Consultant shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The Consultant shall undertake the litigation support services after the

District has issued its written approval of the description and fees for such services to the Consultant.

IV. TERM. The Consultant's services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The Consultant may change the prices only with the District's written consent.

V. FEES AND EXPENSES; PAYMENT TERMS.

A. FEES AND EXPENSES.

- i. A schedule of fees for the services described in Sections I, II, and III of this Contract is shown in **Exhibit B** to this Contract, which is attached hereto and incorporated herein. The District shall pay the Consultant for the services provided under the terms of this Contract in accordance with the schedule of fees in **Exhibit B**. For purposes of the Consultant's compensation for services provided pursuant to this Contract, the District shall compensate the Consultant only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the Consultant will invoice the District for the Consultant's services in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Contract is approved will be provided to the District at such time as those services are required. Payment shall be made by the District within thirty (30) days of receipt of a correctly submitted invoice.
- ii. Fees for the Standard On-Going Services described in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses.
- iii. In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.

- iv. For the purposes of this Contract, an out-of-pocket expense is an expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage and copies.
- v. Fees for services to be billed on an hourly basis will be billed at the Consultant's current hourly rates at the time of the execution of this Contract, as set forth in **Exhibit B**. The hourly rate for the services may be amended from time to time pursuant to the amendment procedure in this Contract and in advance of such proposed change. Consultant's current hourly rates are shown in **Exhibit B** to this Contract. Any proposed change shall indicate the new hourly fee for such services.

B. PAYMENT TERMS.

- i. **One-Time Services.** One-Time Services will be billed at fixed fee pursuant to the schedule shown in **Exhibit B**.
- ii. **Standard On-Going Services.** Standard On-Going Services will be billed monthly at a fixed fee pursuant to the schedule shown in **Exhibit B**.
- iii. **Additional Services.** Additional Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit B**.
- iv. **Litigation Support Services.** Litigation Support Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit B**.
- v. **Out-of-Pocket expenses.** Out-of-Pocket expenses of the Consultant will be billed monthly as incurred.

All invoices will be due and payable thirty (30) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

- VI. **SUSPENSION OF SERVICES FOR NON-PAYMENT.** The Consultant shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay Consultant's invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise provided by

the Prompt Payment Act, Section 218.70 Florida Statutes. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.

VII. NON-CONTINGENCY. The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.

VIII. AMENDMENT. Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the Consultant.

IX. RESPONSIBILITIES.

A. DISTRICT RESPONSIBILITIES. The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the Consultant to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.

B. LIMITATIONS OF RESPONSIBILITIES. To the extent not referenced herein, Consultant shall not be responsible for the acts or omissions of any other contractor, subcontractor, supplier, or of any other individual or entity performing services that are not under the control of the Consultant or its own employees, contractors, subcontractors, agents or related entities. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

X. TERMINATION. This Contract may be terminated as follows:

A. By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for "good cause" shall be affected by written notice to Consultant at the address noted herein.

B. By the Consultant for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be affected by written notice to District at the address noted herein.

- C.** By the Consultant or District, for any reason, upon provision of a minimum of sixty (60) days written notice of termination to the address noted herein.
- D.** Upon any termination, Consultant will be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any offsets that the District may have for services not performed. Consultant will make all reasonable effort to provide for an orderly transfer of the domain(s), e-mails, books and records of the District to the District or its designee. Upon termination, the District will continue to own the domain name, e-mail accounts and e-mail and website content.

XI. GENERAL TERMS AND CONDITIONS.

- A.** All invoices are due and payable within thirty (30) days of invoice date, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70. Florida Statutes. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- B.** In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- C.** This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Pasco County, Florida.
- E.** In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- D.** The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Consultant.
- E.** The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Contract within twenty-four hours (24) hours.
- F.** Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

XII. INDEMNIFICATION.

A. DISTRICT INDEMNIFICATION. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence, reckless and/or willful misconduct of the Consultant or persons or entities within Consultants control and direction, the District agrees to indemnify and hold harmless the Consultant and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District that relates to the subject matter of this Contract. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

CONSULTANT INDEMNIFICATION. The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS. Nothing herein shall be construed to limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

XIII. INSURANCE.

- A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- B.** The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
 - i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
 - iii.** Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
 - iv.** Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
 - v.** Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- C.** Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- D.** If the Consultant fails to secure or maintain the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance, in which event the Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

XIV. ASSIGNMENT. Except as provided in this section, neither the District nor the Consultant may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be

made by the Consultant or the District without the prior written approval of the other party is void.

- XV. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Consultant understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Consultant 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 the Consultant 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 Consultant’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 the Consultant, the Consultant 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 THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

- XVI. NOTICES.** All notices, requests, consents and other communications under this Contract (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District:	Asturia Community Development District 5844 Old Pasco Road, Suite 100 Wesley Chapel, Florida 33544 Attn: District Manager
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With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300 (32301)
P.O. Box 6526
Tallahassee, FL 32314
Attn: District Counsel

If to the Consultant: Rizzetta Technology Services, LLC.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

Except as otherwise provided in this Contract, 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 Contract 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 the Consultant may deliver Notice on behalf of the District and the Consultant, respectively. 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.

- XVII. EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the Consultant and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Contract.
- XVIII. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- XIX. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibit A**, shall constitute the final and complete expression of this Contract between the District and the Consultant relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibit A**, this instrument shall control.
- XX. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either the District or the Consultant under this Contract 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 Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.

- XXI. THIRD PARTY BENEFICIARIES.** This Contract is solely for the benefit of the District and the Consultant 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 Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.
- XXII. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant fails to 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 a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Consultant or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
- XXIII. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the Consultant as an arm's length transaction. The District and the Consultant participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- XXIV. COUNTERPARTS.** This Contract 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.

Therefore, the Consultant and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA TECHNOLOGY SERVICES, LLC.

BY: _____

PRINTED NAME: William J. Rizzetta

TITLE: Managing Member

DATE: _____

WITNESS: _____
Signature

Print Name

ASTURIA COMMUNITY DEVELOPMENT DISTRICT

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

ATTEST: _____
Secretary/Assistant Secretary
Board of Supervisors

Print Name

**Exhibit A – Scope of Services
Exhibit B – Schedule of Fees**

EXHIBIT A
Scope of Services

ONE-TIME SERVICES: The Consultant shall provide the following One-Time Services to the District pursuant to this Contract.

Website Development - Consultant shall provide all required content to a third party responsible for design and implementation of a website for the District to comply with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet website. Details of the required content are shown in **Exhibit A**. Consultant shall secure and register a domain name in the District's name, which the domain shall be owned by the District, for purposes of establishing the website.

E-mail Set-up - Consultant shall establish and register a domain name in the District's name for purposes of setting up and creating individual e-mail addresses for supervisors, staff or employees as designated by the District. Said domain name shall be owned by the District.

STANDARD ON-GOING SERVICES: The Consultant shall provide the following Standard On-Going Services to the District pursuant to this Contract:

1. **Website Compliance and Management** - Consultant shall be responsible for ensuring District's on-going compliance with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet web site throughout the term of this Contract. Consultant shall maintain the domain for the District. Consultant will manage the website maintenance contract provider and ensure they are meeting the requirements of the contract with the District. Consultant will provide the website maintenance provider with documents and updated content as required in accordance with Chapter 189.0069 Florida Statutes.
2. **E-mail** - Consultant shall provide services including ongoing management of e-mail accounts, hosting and backup in compliance with all applicable laws, including public records law and public records retention.

REQUIRED WEB SITE CONTENT: Pursuant to section 189.016 & 189.069, Florida Statutes, special district web sites will be required to include and make available the following information or documents, which requirements may be changed from time to time and which Consultant shall be responsible for ensuring District compliance associated therewith. Changes to the requirements may be subject to additional fees:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and

- appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
 5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
 6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
 7. A description of the boundaries or service area of, and the services provided by, the special district.
 8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.
 9. The primary contact information for the special district for purposes of communication from the department.
 10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.
 11. The budget of the special district and any amendments thereto in accordance with s. 189.016.
 12. Tentative budgets must be posted at least two (2) days before the budget hearing and now remain on District websites for forty-five (45) days.
 13. Final adopted budgets must be posted within thirty (30) days after adoption and now remain on District websites for two (2) years.
 14. Budget amendments must be posted within five (5) days after adoption and now remain on District websites for two (2) years.
 15. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.
 16. A listing of its regularly scheduled public meetings as required by s. 189.015(1).
 17. The public facilities report, if applicable.
 18. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).
 19. At least seven (7) days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least one (1) year after the event.

LITIGATION SUPPORT SERVICES: Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

EXHIBIT B
 Schedule of Fees

One-Time Services will be billed at a fee pursuant to the following schedule:

Website Development:	Yes_____	No_____	\$ 750.00
Email Set-up:	Yes_____	No_____	\$ 500.00
Total One-Time Services:			\$_____

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

		MONTHLY
Website Compliance and Management:		\$ 100.00
Email (50 GB per user) at \$15.00 per month per account:		
Board Supervisor Account	_____ X \$15.00	\$_____
Onsite Staff Account	_____ X \$15.00	\$_____
Miscellaneous Account	_____ X \$15.00	\$_____
Total Standard On-Going Services:		\$_____

ADDITIONAL AND LITIGATION SUPPORT SERVICES:

Additional and Litigation Support Services will be billed hourly pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Managing Partner	\$300.00
Chief Financial Officer	\$250.00
Director	\$225.00
Regional District Manager	\$200.00
Financial Services Manager	\$200.00
Accounting Manager	\$200.00
Regional Licensed Community Association Manager	\$200.00
Systems Administrator	\$200.00
District Manager	\$175.00
Licensed Community Association Manager	\$175.00
Amenity Services Manager	\$175.00
Manager, Field Services	\$175.00
Clubhouse Manager	\$175.00
Senior Field Services Manager	\$150.00
Senior Accountant	\$150.00
Field Services Manager	\$125.00
Community Association Coordinator	\$100.00
Financial Associate	\$100.00
Staff Accountant	\$100.00
Accounting Clerk	\$ 85.00
Administrative Assistant	\$ 85.00

Tab 4

RESOLUTION 2019-05

THE ANNUAL APPROPRIATION RESOLUTION OF THE ASTURIA COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2019, submitted to the Board of Supervisors (“**Board**”) of the Asturia Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2019 and ending September 30, 2020 (“**Fiscal Year 2019/2020**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Asturia Community Development District for the Fiscal Year Ending September 30, 2020.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2019/2020, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
SERIES 2014A-1 DEBT SERVICE FUND	\$ _____
SERIES 2014A-2 DEBT SERVICE FUND	\$ _____
SERIES 2016A-1 DEBT SERVICE FUND	\$ _____
SERIES 2016A-2 DEBT SERVICE FUND	\$ _____
SERIES 2018A-2 DEBT SERVICE FUND	\$ _____
TOTAL ALL FUNDS	\$ _____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2019/2020 or within 60 days following the end of the Fiscal Year 2019/2020 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

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

PASSED AND ADOPTED this ____ day of _____, 2019.

ATTEST:

**ASTURIA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors



Rizzetta & Company

Astoria Community Development District

asturiacdd.org

Approved Proposed Budget for Fiscal Year 2019/2020

Presented by: Rizzetta & Company, Inc.

**5844 Old Pasco Rd. Suite 100
Wesley Chapel, FL 33544
813-994-1001**

rizzetta.com

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Rizzetta & Company

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

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

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

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

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

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

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

EXPENDITURES – ADMINISTRATIVE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXPENDITURES - FIELD OPERATIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

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

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

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

EXPENDITURES:

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

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

DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

REVENUES:

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

EXPENDITURES – ADMINISTRATIVE:

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

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

Proposed Budget
Astoria Community Development District
General Fund
Fiscal Year 2019/2020

	Chart of Accounts Classification	Actual YTD through 06/30/19	Projected Annual Totals 2018/2019	Annual Budget for 2018/2019	Projected Budget variance for 2018/2019	Budget for 2019/2020	Budget Increase (Decrease) vs 2018/2019	Comments
1								
2	REVENUES							
3								
4	Interest Earnings							
5	Interest Earnings	\$ 35	\$ 35	\$ -	\$ 35	\$ -	\$ -	
6	Special Assessments							
7	Tax Roll*	\$ 330,296	\$ 330,296	\$ 326,389	\$ 3,907	\$ 620,833	\$ 294,444	
8	Street Light Assessment		\$ -	\$ -	\$ -	\$ -	\$ -	
9	Off Roll*	\$ 186,072	\$ 186,072	\$ 187,179	\$ (1,107)	\$ 23,162	\$ (164,017)	
10	Contributions & Donations from Private Sources							
11	Developer Contributions	\$ 98,300	\$ -	\$ 60,000	\$ (60,000)	\$ 45,000	\$ (15,000)	
12	Other Miscellaneous Revenues							
13	Event Rental	\$ 3,312	\$ 3,312	\$ 1,500	\$ 1,812	\$ 5,000	\$ 3,500	
14	Miscellaneous Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
15								
16	TOTAL REVENUES	\$ 618,015	\$ 519,715	\$ 575,068	\$ (55,353)	\$ 693,995	\$ 118,927	
17								
18	Balance Forward from Prior Year	\$ -	\$ -	\$ 31,462	\$ (31,462)	\$ -	\$ (31,462)	
19								
20	TOTAL REVENUES AND BALANCE FORWARD	\$ 618,015	\$ 519,715	\$ 606,530	\$ (86,815)	\$ 693,995	\$ 87,465	
21								
22	<i>*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.</i>							
23								
24	EXPENDITURES - ADMINISTRATIVE							
25								
26	Legislative							
27	Supervisor Fees	\$ 800	\$ 1,067	\$ 2,400	\$ 1,333	\$ 2,000	\$ (400)	
28	Financial & Administrative							
29	Administrative Services	\$ 4,050	\$ 5,400	\$ 5,400	\$ -	\$ 5,400	\$ -	
30	District Management	\$ 14,625	\$ 19,500	\$ 19,500	\$ -	\$ 19,914	\$ 414	
31	District Engineer	\$ -	\$ -	\$ 3,600	\$ 3,600	\$ 2,500	\$ (1,100)	
33	Disclosure Report	\$ 7,500	\$ 7,500	\$ 6,000	\$ (1,500)	\$ 7,500	\$ 1,500	Series 14 A-1& A-2 / 16 A-1&A-2
34	Trustees Fees	\$ 7,500	\$ 7,500	\$ 4,250	\$ (3,250)	\$ 7,500	\$ 3,250	
35	Tax Collector /Property Appraiser Fees	\$ 150	\$ 150	\$ 150	\$ -	\$ 150	\$ -	
36	Financial & Revenue Collections	\$ 2,700	\$ 3,600	\$ 3,600	\$ -	\$ 3,600	\$ -	
37	Assessment Roll	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	
38	Accounting Services	\$ 12,750	\$ 17,000	\$ 17,000	\$ -	\$ 18,000	\$ 1,000	
39	Auditing Services	\$ 3,500	\$ 3,500	\$ 3,600	\$ 100	\$ 3,600	\$ -	Audit contract \$3600
40	Arbitrage Rebate Calculation	\$ 1,000	\$ 1,000	\$ 500	\$ (500)	\$ 500	\$ -	
41	Public Officials Liability Insurance	\$ 2,750	\$ 2,750	\$ 3,000	\$ 250	\$ 3,000	\$ -	
42	Legal Advertising	\$ 594	\$ 792	\$ 1,200	\$ 408	\$ 1,000	\$ (200)	
43	Dues, Licenses & Fees	\$ 220	\$ 293	\$ 450	\$ 157	\$ 450	\$ -	
44	Website Hosting, Maintenance, Backup & Email	\$ 1,710	\$ 2,280	\$ 2,280	\$ -	\$ 7,500	\$ 5,220	ADA website remediation
45	Legal Counsel							
46	District Counsel	\$ 14,530	\$ 19,373	\$ 17,500	\$ (1,873)	\$ 15,000	\$ (2,500)	Updated HGS fee
47								
48	Administrative Subtotal	\$ 79,379	\$ 96,705	\$ 95,430	\$ (1,275)	\$ 102,614	\$ 7,184	
49								
50	EXPENDITURES - FIELD OPERATIONS							
51	Electric Utility Services							
52	Utility Services	\$ 865	\$ 1,153	\$ 1,500	\$ 347	\$ 2,000	\$ 500	FY17-18 \$2176
53	Utility - Recreation Facilities	\$ 14,267	\$ 19,023	\$ 18,500	\$ (523)	\$ 20,000	\$ 1,500	FY17-18 \$22147
54	Utility-Irrigation	\$ 954	\$ 1,272	\$ 1,500	\$ 228	\$ 1,500	\$ -	FY17-18 \$1276
55	Street Lights	\$ 87,871	\$ 115,161	\$ 106,500	\$ (8,661)	\$ 115,000	\$ 8,500	FY17-18 \$115,327
56	Garbage/Solid Waste Control Services							
57	Garbage - Recreation Facility	\$ 272	\$ 363	\$ 500	\$ 137	\$ 400	\$ (100)	
58	Solid Waste Assessment	\$ 477	\$ 477	\$ 500	\$ 23	\$ 500	\$ -	
59	Water-Sewer Combination Services							
60	Utility - Reclaimed	\$ 45,473	\$ 60,631	\$ 35,000	\$ (25,631)	\$ 45,000	\$ 10,000	FY17-18 \$57,921
61	Stormwater Control							
62	Aquatic Maintenance	\$ 8,380	\$ 8,473	\$ 8,250	\$ (223)	\$ 8,000	\$ (250)	Aquatics agreement
63	Stormwater Assessment	\$ 611	\$ 611	\$ 625	\$ 14	\$ 625	\$ -	
64	Other Physical Environment							
65	General Liability Insurance	\$ 3,000	\$ 3,000	\$ 500	\$ (2,500)	\$ 3,150	\$ 2,650	EGIS proposed amt
66	Property Insurance	\$ 8,711	\$ 8,711	\$ 12,000	\$ 3,289	\$ 9,150	\$ (2,850)	EGIS proposed amt
67	Entry & Walls Maintenance	\$ 1,023	\$ 1,364	\$ 500	\$ (864)	\$ 1,000	\$ 500	
68	Landscape Maintenance	\$ 135,211	\$ 180,281	\$ 160,000	\$ (20,281)	\$ 185,000	\$ 25,000	Down to Earth (w/Mulch&Annuals)
76	Landscape Replacement Plants, Shrubs, Trees	\$ -	\$ -	\$ -	\$ -	\$ 2,500	\$ 2,500	Increased based on age
77	Irrigation Repairs & Maint.	\$ 2,771	\$ 3,695	\$ 4,000	\$ 305	\$ 4,000	\$ -	Est. Materials & Labor for repairs
78	Landscape ROW mowings	\$ -	\$ -	\$ 4,000	\$ 4,000	\$ 4,000	\$ -	Estimated Southern Land Services
79	Field Operations	\$ 5,400	\$ 7,200	\$ 7,000	\$ (200)	\$ 8,400	\$ 1,400	
80	Holiday Decorations	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ -	
81	Road & Street Facilities							
82	Street/ Parking Lot Sweeping	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ -	
83	Sidewalk Repair & Maintenance	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ -	
86	Roadway Repair & Maintenance	\$ 27,516	\$ 27,516	\$ 5,000	\$ (22,516)	\$ 5,000	\$ -	Repairs made to roads

**Proposed Budget
Astoria Community Development District
Reserve Fund
Fiscal Year 2019/2020**

Chart of Accounts Classification		
1		
2	REVENUES	
3		
4	Special Assessments	
5	Tax Roll*	\$ - \$ -
6	Off Roll*	\$ - \$ -
12		
13	TOTAL REVENUES	\$ - \$ -
14		
16		
17	TOTAL REVENUES AND BALANCE FORWARD	\$ - \$ -
18		
19	<i>*Allocation of assessments between the Tax Roll and Off Roll are estimates only and</i>	
20		
21	EXPENDITURES	
22		
23	Contingency	
24	Capital Reserves	\$ - \$ -
26		
27	TOTAL EXPENDITURES	\$ - \$ -
28		
29	EXCESS OF REVENUES OVER EXPENDITURES	\$ - \$ -
30		

**Proposed Budget
Asturia Community Development District
Debt Service
Fiscal Year 2019/2020**

Chart of Accounts Classification	Series 2014A-1	Series 2016A-1	Series 2016A-2	Series 2018A-2	Budget for 2019/2020
REVENUES					
Special Assessments					
Net Special Assessments	\$ 562,222.08	\$ 128,513.28	\$ 2,769.83	\$ 136,747.99	\$830,253.18
TOTAL REVENUES	\$ 562,222.08	\$ 128,513.28	\$ 2,769.83	\$ 136,747.99	\$830,253.18
EXPENDITURES					
Administrative					
Financial & Administrative					
Debt Service Obligation	\$ 562,222.08	\$ 128,513.28	\$ 2,769.83	\$ 136,747.99	\$830,253.18
Administrative Subtotal	\$ 562,222.08	\$ 128,513.28	\$ 2,769.83	\$ 136,747.99	\$830,253.18
TOTAL EXPENDITURES	\$ 562,222.08	\$ 128,513.28	\$ 2,769.83	\$ 136,747.99	\$830,253.18
EXCESS OF REVENUES OVER EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -

Collection Costs (2%) and Early Payment Discount (4%) :

6.0%

Gross assessments

\$882,497.00

Notes:

Tax Roll Collection Cost (2%) and Early Payment Discount (4%) for Pasco County is a total 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

Asturia Community Development District

FISCAL YEAR 2019/2020 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2019/2020 O&M Budget		\$643,995.00
Collection Cost @	2%	\$13,702.02
Early Payment Discount @	4%	\$27,404.04
2018/2019 Total:		<u>\$685,101.06</u>

2018/2019 O&M Budget	\$513,568.00
2019/2020 O&M Budget	\$643,995.00
Total Difference:	<u>\$130,427.00</u>

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2018/2019	2019/2020	\$	%
Series 2014A-1 Debt Service - SF 36' TND - Phase 1	\$950.00	\$950.00	\$0.00	0.00%
Operations/Maintenance - SF 36' TND - Phase 1	\$785.61	\$995.34	\$209.73	26.70%
Total	\$1,735.61	\$1,945.34	\$209.73	12.08%
Series 2014A-1 Debt Service - SF 45' TND - Phase 1	\$1,100.00	\$1,100.00	\$0.00	0.00%
Operations/Maintenance - SF 45' TND - Phase 1	\$821.99	\$1,034.03	\$212.04	25.80%
Total	\$1,921.99	\$2,134.03	\$212.04	11.03%
Series 2014A-1 Debt Service - SF 55' TND - Phase 1	\$1,250.00	\$1,250.00	\$0.00	0.00%
Operations/Maintenance - SF 55' TND - Phase 1	\$862.41	\$1,077.03	\$214.62	24.89%
Total	\$2,112.41	\$2,327.03	\$214.62	10.16%
Series 2014A-1 Debt Service - SF 55' - Phase 1	\$1,300.00	\$1,300.00	\$0.00	0.00%
Operations/Maintenance - SF 55' - Phase 1	\$862.41	\$1,077.03	\$214.62	24.89%
Total	\$2,162.41	\$2,377.03	\$214.62	9.93%
Series 2014A-1 Debt Service - SF 65' - Phase 1	\$1,350.00	\$1,350.00	\$0.00	0.00%
Operations/Maintenance - SF 65' - Phase 1	\$902.84	\$1,120.02	\$217.18	24.06%
Total	\$2,252.84	\$2,470.02	\$217.18	9.64%
Series 2014A-1 Debt Service - SF 55' - Phase 2	\$1,300.00	\$1,300.00	\$0.00	0.00%
Operations/Maintenance - SF 55' - Phase 2	\$862.41	\$1,077.03	\$214.62	24.89%
Total	\$2,162.41	\$2,377.03	\$214.62	9.93%
Series 2014A-1 Debt Service - SF 65' - Phase 2	\$1,350.00	\$1,350.00	\$0.00	0.00%
Operations/Maintenance - SF 65' - Phase 2	\$902.84	\$1,120.02	\$217.18	24.06%
Total	\$2,252.84	\$2,470.02	\$217.18	9.64%
Series 2014A-1 Debt Service - SF 45' TND - Phase 3	\$1,100.00	\$1,100.00	\$0.00	0.00%
Operations/Maintenance - SF 45' TND - Phase 3	\$821.99	\$1,034.03	\$212.04	25.80%
Total	\$1,921.99	\$2,134.03	\$212.04	11.03%
Series 2014A-1 Debt Service - SF 55' TND - Phase 3	\$1,250.00	\$1,250.00	\$0.00	0.00%
Operations/Maintenance - SF 55' TND - Phase 3	\$862.42	\$1,077.03	\$214.61	24.88%
Total	\$2,112.42	\$2,327.03	\$214.61	10.16%
Series 2014A-1 Debt Service - SF 65' - Phase 3	\$1,350.00	\$1,350.00	\$0.00	0.00%
Operations/Maintenance - SF 65' - Phase 3	\$902.84	\$1,120.02	\$217.18	24.06%
Total	\$2,252.84	\$2,470.02	\$217.18	9.64%

Asturia Community Development District

FISCAL YEAR 2019/2020 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2019/2020 O&M Budget		\$643,995.00
Collection Cost @	2%	\$13,702.02
Early Payment Discount @	4%	\$27,404.04
2018/2019 Total:		<u>\$685,101.06</u>

2018/2019 O&M Budget	\$513,568.00
2019/2020 O&M Budget	\$643,995.00
Total Difference:	<u>\$130,427.00</u>

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2018/2019	2019/2020	\$	%
Series 2016A-1 Debt Service - Townhomes - Phase 3	\$500.00	\$500.00	\$0.00	0.00%
Operations/Maintenance - Townhomes - Phase 3	\$729.01	\$935.15	\$206.14	28.28%
Total	\$1,229.01	\$1,435.15	\$206.14	16.77%
Series 2016A-1 Debt Service - SF 55' - Phase 3	\$1,300.00	\$1,300.00	\$0.00	0.00%
Operations/Maintenance - SF 55' - Phase 3	\$862.41	\$1,077.03	\$214.62	24.89%
Total	\$2,162.41	\$2,377.03	\$214.62	9.93%
Series 2016A-1 Debt Service - SF 65' - Phase 3	\$1,350.00	\$1,350.00	\$0.00	0.00%
Operations/Maintenance - SF 65' - Phase 3	\$902.84	\$1,120.02	\$217.18	24.06%
Total	\$2,252.84	\$2,470.02	\$217.18	9.64%
Series 2016A-1 Debt Service - SF 65' - Phase 4	\$1,350.00	\$1,350.00	\$0.00	0.00%
Operations/Maintenance - SF 65' - Phase 4	\$902.84	\$1,120.02	\$217.18	24.06%
Total	\$2,252.84	\$2,470.02	\$217.18	9.64%

ASTURIA

FISCAL YEAR 2019/2020 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$643,995.00
COLLECTION COSTS @	2%	\$13,702.02
EARLY PAYMENT DISCOUNT @	4%	\$27,404.04
TOTAL O&M ASSESSMENT		<u>\$685,101.06</u>

UNITS ASSESSED					\$547,202.13			\$137,898.94			\$0.00			PER LOT ANNUAL ASSESSMENT			
					ALLOCATION OF EQUALIZED COSTS			ALLOCATION OF STRATIFIED COSTS			ALLOCATION OF RESERVE FUND			TOTAL	2014 A-1	2016 A-1	TOTAL
LOT SIZE	O&M	SERIES 2014 A-1	SERIES 2016 A-1	EAU FACTOR	TOTAL BUDGET	PER UNIT ASSESSMENT	EAU FACTOR	TOTAL BUDGET	PER UNIT ASSESSMENT	EAU FACTOR	TOTAL BUDGET	PER UNIT ASSESSMENT	O&M	DEBT SERVICE (2)	DEBT SERVICE (2)	TOTAL (3)	
Single Family 36' TND Phase 1	32	32	0	1.00	\$26,897.80	\$840.56	0.65	\$4,953.06	\$154.78	1.00	\$0.00	\$0.00	\$995.34	\$950.00	\$0.00	\$1,945.34	
Single Family 45' TND Phase 1	41	41	0	1.00	\$34,462.81	\$840.56	0.82	\$7,932.64	\$193.47	1.00	\$0.00	\$0.00	\$1,034.03	\$1,100.00	\$0.00	\$2,134.03	
Single Family 55' TND Phase 1	57	57	0	1.00	\$47,911.71	\$840.56	1.00	\$13,479.04	\$236.47	1.00	\$0.00	\$0.00	\$1,077.03	\$1,250.00	\$0.00	\$2,327.03	
Single Family 55' Phase 1	69	69	0	1.00	\$57,998.38	\$840.56	1.00	\$16,316.73	\$236.47	1.00	\$0.00	\$0.00	\$1,077.03	\$1,300.00	\$0.00	\$2,377.03	
Single Family 65' Phase 1	49	49	0	1.00	\$41,187.26	\$840.56	1.18	\$13,694.01	\$279.46	1.00	\$0.00	\$0.00	\$1,120.02	\$1,350.00	\$0.00	\$2,470.02	
Single Family 55' Phase 2	126	126	0	1.00	\$105,910.09	\$840.56	1.00	\$29,795.77	\$236.47	1.00	\$0.00	\$0.00	\$1,077.03	\$1,300.00	\$0.00	\$2,377.03	
Single Family 65' Phase 2	31	31	0	1.00	\$26,057.24	\$840.56	1.18	\$8,663.56	\$279.46	1.00	\$0.00	\$0.00	\$1,120.02	\$1,350.00	\$0.00	\$2,470.02	
Single Family 45' TND Phase 3	43	43	0	1.00	\$36,143.92	\$840.56	0.82	\$8,319.60	\$193.47	1.00	\$0.00	\$0.00	\$1,034.03	\$1,100.00	\$0.00	\$2,134.03	
Single Family 55' TND Phase 3	25	25	0	1.00	\$21,013.91	\$840.56	1.00	\$5,911.86	\$236.47	1.00	\$0.00	\$0.00	\$1,077.03	\$1,250.00	\$0.00	\$2,327.03	
Single Family 65' Phase 3	8	8	0	1.00	\$6,724.45	\$840.56	1.18	\$2,235.76	\$279.46	1.00	\$0.00	\$0.00	\$1,120.02	\$1,350.00	\$0.00	\$2,470.02	
Townhomes Phase 3	108	0	108	1.00	\$90,780.08	\$840.56	0.40	\$10,215.69	\$94.59	1.00	\$0.00	\$0.00	\$935.15	\$0.00	\$500.00	\$1,435.15	
Single Family 55' Phase 3	22	0	22	1.00	\$18,492.24	\$840.56	1.00	\$5,202.44	\$236.47	1.00	\$0.00	\$0.00	\$1,077.03	\$0.00	\$1,300.00	\$2,377.03	
Single Family 65' Phase 3	18	0	18	1.00	\$15,130.01	\$840.56	1.18	\$5,030.45	\$279.46	1.00	\$0.00	\$0.00	\$1,120.02	\$0.00	\$1,350.00	\$2,470.02	
Single Family 65' Phase 4	22	0	22	1.00	\$18,492.24	\$840.56	1.18	\$6,148.33	\$279.46	1.00	\$0.00	\$0.00	\$1,120.02	\$0.00	\$1,350.00	\$2,470.02	
TOTAL	651	481	170		\$547,202.13			\$137,898.94			\$0.00						
					(\$32,832.13)			(\$8,273.94)			\$0.00						
					\$514,370.00			\$129,625.00			\$0.00						

(1) Reflects the number of total lots with Series 2014, Series 2016 and Series 2018 debt outstanding.

(2) Annual debt service assessment per lot adopted in connection with the Series 2014A-1 and Series 2016A-1 bond issues. Annual assessment includes principal, interest, Pasco County collection costs and early payment discount costs.

(3) Annual assessment that will appear on November 2019 Pasco County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early. Does not reflect the Series 2016A-2 and Preliminary Series 2018A-2 Assessments associated with individual lots which are expected to be prepaid at or prior to the conveyance of such lots to End Users.

Tab 5

RESOLUTION 2019-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ASTURIA COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2019/2020; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District is located in Pasco County, Florida (“**County**”); and

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

WHEREAS, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2019 and ending September 30, 2020 (“**Fiscal Year 2019/2020**”), attached hereto as **Exhibit “A,”** and

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

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

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

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

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2019/2020; and

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

WHEREAS, it is in the best interests of the District to adopt the assessment roll ("**Assessment Roll**") attached to this Resolution as **Exhibit "B,"** and to certify the portion of the Assessment Roll related to certain developed property ("**Tax Roll Property**") to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property ("**Direct Collect Property**"), all as set forth in **Exhibit "B;"** and

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

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

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

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapter 190, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. Tax Roll Assessments. The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits "A" and "B."**

B. Direct Bill Assessments. The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in

accordance with Florida law, as set forth in **Exhibits “A” and “B.”** Assessments directly collected by the District are due in full on December 1, 2019; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 25% due no later than October 1, 2019, 25% due no later than January 1, 2020 and 25% due no later than April 1, 2020, and 25% due no later than May 1, 2020. For debt service special assessments, deferred payments may be made with 65% due no later than April 1, 2020, and 35% due no later than October 1, 2020. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2019-2020, as well as any future installments of special assessments securing debt service – shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

- C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

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

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

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

PASSED AND ADOPTED this ____ day of _____, 2019.

ATTEST:

**ASTURIA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Budget
Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

Tab 6

RESOLUTION 2019-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF ASTURIA COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

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

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

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

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

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

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

PASSED AND ADOPTED THIS 27TH DAY OF AUGUST, 2019.

**ASTURIA COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASST. SECRETARY

EXHIBIT "A"
BOARD OF SUPERVISORS MEETING DATES
ASTURIA COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2019/2020

October 22, 2019
November 26, 2019
December 17, 2019 *
January 28 2020
February 25, 2020 *
March 24, 2020
April 28, 2020
May 26, 2020
June 23, 2020 *
July 28, 2020
August 27, 2020
September 22, 2020 *

The meetings will convene at 1:00 p.m., * **(with the exception of the months of December, February, June, and September, when they will meet at 6:00 p.m.)** at Asturia Clubhouse, located at 14575 Promenade Parkway, Odessa, FL 33556.

Tab 7

FIFTH AMENDMENT TO THE CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN ASTURIA COMMUNITY DEVELOPMENT DISTRICT AND RAYSOR TRANSPORTATION CONSULTING, LLC

THIS FIFTH AMENDMENT is made and entered into effective as of the 31st day of July, 2019 by and between:

ASTURIA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Pasco County, Florida, and whose mailing address is 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 (the "District"); and

RAYSOR TRANSPORTATION CONSULTING LLC, a Florida limited liability company, with a mailing address of 19046 Bruce B. Downs Blvd, Suite 308, Tampa, Florida 33647 (hereinafter "Consultant", together with District the "Parties").

RECITALS

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

WHEREAS, on September 29, 2016, the District and Consultant (the "Parties") entered into Consultant Agreement for Professional Services ("Consultant Agreement") incorporated herein by reference; and

WHEREAS, the Parties have agreed to amend the Consultant Agreement to provide for the structural design update in consideration of the current signalization configuration. Scope of work is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, each of the Parties hereto has the authority to execute this Fifth Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Fifth Amendment so that this Fifth Amendment constitutes a legal and binding obligation of each party hereto.

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

1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Fifth Amendment.

2. AFFIRMATION OF THE AGREEMENT. The District and the Consultant agree that nothing contained herein shall alter or amend the parties' rights and responsibilities under the Consultant Agreement. The Consultant Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties.

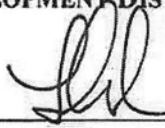
3. **AMENDMENT.** The Consultant Agreement is hereby amended to provide the services set forth in **Exhibit A**, Professional Services. The District shall compensate Consultant in a lump sum amount of Three Thousand Five Hundred Dollars and No Cents (\$3,500.00) in accordance with the terms of the Consultant Agreement. All remaining terms and conditions of the Consultant Agreement are hereby adopted, reaffirmed and incorporated as if restated herein.

4. **EFFECTIVE DATE.** This Fifth Amendment shall have an effective date as of the date Fifth written above.

IN WITNESS WHEREOF, the parties execute this Fifth Amendment the day and year Fifth written above.

Attest:

**ASTURIA COMMUNITY
DEVELOPMENT DISTRICT**



Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Attest:

**RAYSOR TRANSPORTATION
CONSULTANTS, LLC**

Witness



By: _____
Its: *Michael Rysor*
President

CONTRACT FOR PROFESSIONAL SERVICES

PROJECT: Traffic Engineering Support for Asturia; Pasco County, Florida.

THIS AGREEMENT made and entered into this ____ day of _____, 2018 by and between RAYSOR Transportation Consulting, LLC., hereinafter referred to as "ENGINEER", and ASTURIA COMMUNITY DEVELOPMENT DISTRICT, hereinafter referred to as "CLIENT", is for the services described under this Agreement. This Agreement shall remain in effect until the referenced services are completed, unless sooner terminated or extended by mutual agreement in writing.

(1) Scope of Services to be provided by ENGINEER

Task 1.0 Structural Design Update

ENGINEER shall procure structural engineering services to update the prior structural design in consideration of the current signalization configuration.

(2) Schedule

The services identified herein are anticipated to require approximately two (2) weeks to complete.

(3) Fees

The compensation to be paid the ENGINEER for providing the services described herein shall be as follows:

Task 1.0: Structural Design Update \$ 3,500 (lump sum) 

Invoices will be issued monthly based on services rendered, and are payable upon receipt. Any unpaid balance remaining 30 days after the issuance of a given invoice shall bear interest at the rate of 1.5% per month. Client agrees to and shall pay to the ENGINEER all costs and expenses of collection including but not limited to attorney's fees and court costs. Such costs shall be added to the account and bear interest at the rate set forth above.

IN WITNESS WHEREOF, this Agreement is accepted on the date first above written, subject to the terms and conditions above stated.

RAYSOR TRANSPORTATION CONSULTING, LLC
19046 Bruce B. Downs Boulevard, #308
Tampa, Florida 33647
ENB No. 27789

FOR: ASTURIA COMMUNITY DEVELOPMENT DISTRICT
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544

SIGNED: 

SIGNED: _____

PRINTED NAME: Michael D. Raysor, P.E.

PRINTED NAME: _____

TITLE: President

TITLE: _____

DATE: July 30, 2019

DATE: _____

Tab 8

Advanced Film Solutions, Inc.

1642 Land O' Lakes Blvd, Lutz, FL 33549 | 877-575-3456 | afeldman@advancedfilmfl.com

July 10, 2019

Asturia Clubhouse
14575 Promenade Pkwy.
Odessa, FL 33556
813-510-3601

ATTN: Ivette Elisa Fernandez
Scope: South-facing gym windows

Ms. Fernandez:

Thank you for allowing us the opportunity to propose our window film solutions for your beautiful gym at Asturia. I reviewed the film-to-glass chart, which lists the performance characteristics of glass and the impact a window film application would have when applied, and left several films listed as "safe" for your review.

The proposed films would have an industry-leading 15 year commercial warranty on the film, and would offer an additional 5 year glass breakage warranty (up to \$500 per pane), included in the purchase of the film.

Please provide me with any information you can on the glass itself and its warranty, as I may be able to offer you an additional "Gold Warranty", which would cover the glass for the full length of the glass's original warranty with no per pane cap. I will price the Gold Warranty separately, but would need the warranty info on the glass to obtain a variance from the manufacturer, as the Gold Warranty is typically a residential-only option.

MATERIAL

Interior-applied Dual Reflective Vista film by EASTMAN

- 99.9% UV rejection
- 15 year warranty (industry standard is 10 yr)
- Non-reflective interior for superior low-light visibility out the windows
- Reflective exterior for heat rejection, privacy, and to keep the glass itself safe
- Mylar by DuPont Polyester
- 57% Heat Rejection from the V38 or 47% Heat Rejection from the V48

Interior-applied Air 80 film by EASTMAN

- 99.9% UV rejection
- 15 year warranty (industry standard is 10 yr)
- Non-reflective interior and exterior
- Nearly invisible (blocks only 10% more light than an untinted window)
- Mylar by DuPont Polyester
- 46% Heat Rejection

Exterior-applied E Lite series by Avery Dennison

- 99.9% UV rejection
- 7 year warranty (industry standard for exterior is 3 years)
- Non-reflective interior and exterior
- Will NOT void glass warranty with an exterior application
- 60% Heat Rejection from the E Lite 45 or 52% Heat Rejection from the E Lite 70

INVESTMENT COST

Interior-applied Vista V38 or V48:	\$2,250.00	or	\$2,400.00 w/ Gold Warranty
Interior-applied Air 80:	\$2,600.00	or	\$2,750.00 w/ Gold Warranty
Exterior-applied E Lite 45 or 70:	\$5,473.00 , including edge sealant (exterior applications)		

INSTALLATION

The above pricing includes all material, labor, equipment, and tax associated with the project. Advanced Film Solutions backs our work with our Quality of Workmanship Guarantee, and our installers have been trained to the International Window Film Association (IWFA) standards. The IWFA is the window film governing body for standards and quality control, and Advanced Film Solutions sits on its dealer advisory board.

OUR COMPANY

Advanced Film Solutions is a Better Business Bureau “A+ Rated” company carrying Workers’ Compensation for its employees, \$1 Million Auto, and \$3 Million General Liability Insurance. We have been awarded Angie’s List’s Superior Service Award (Top 5% of their contractors) every year since 2011, and were listed in Window Film Magazine as one of “The Top 15 Window Film Companies in the Country”(Sept. 2018). Additionally, we were awarded Window Film Dealer of the Year for the Southeast USA for 2018.

Advanced Film Solutions is the official window film company for Hillsborough County Public Schools, City of Tarpon Springs, City of Pinellas Park, Disney World, Busch Gardens Tampa, and Raymond James Financial among many others.

I appreciate the opportunity to propose our window film solutions for your project. Feel free to contact me by email or phone with any questions you may have. Should you need it, my cell is 727-504-7671.

I look forward to hearing from you, and appreciate the opportunity!

Best regards,

Adam Feldman
Advanced Film Solutions
877 - 575 – FILM
afeldman@AdvancedFilmFL.com



Hile's Curtain Specialties, Inc.

2701 Success Drive

Odessa, FL 33556

(727)753-0600

<http://www.hilescurtains.com>

Proposal

ADDRESS

Rizzetta & Company

14575 Promenade Parkway

Odessa, FL 33556

PROPOSAL # 15629

DATE 07/17/2019

EXPIRATION DATE 10/17/2019

JOB NAME

Gym window shades

SALES REP

Clayton

DETAILS	QTY	RATE	AMOUNT
Price to supply and install motorized roller shades. Price is based on the following	1	8,275.00	8,275.00T
9 - Draper Flexshades with E-Screen 3%, RTS motors, timer and wireless hand controller, Black Fascia's to cover roller tube. Shades to cover from ceiling to floor on the south exposure (3 Bays of windows).			
Fabric specs. 1% 007501 3% 007503 5% 007505 10% 007510 Product Category Conventional Fabric Style Basketweave Openness Factor 1%, 3%, 5% & 10% Composition 36% Fiberglass & 64% Vinyl UV Blockage Approximately 90% - 99%			

We are an "SBE" Company
Estimates are good for 90 days.

Terms and conditions may apply.

SUBTOTAL	8,275.00
TAX (7%)	579.25
TOTAL	\$8,854.25

Accepted By

Accepted Date

Tab 9

DECORATING ELVES

Proposal

Make it a Holiday Every Day!

"Avoid the Holiday Hassle"

13670 Roosevelt Blvd Suite B; Clearwater, FL 33762
www.decoratingelves.com office@decoratingelves.com
 Phone 727 418 4127 1-800-MY-LITES

Bill To:

Asturia CDD
 14575 Promenade Pkwy
 Odessa, FL 33556
 Ivette Fernandez 813-510-3601
ifernandez@rizzetta.com

DATE: August 19, 2019

INVOICE #

LIC# ES12000805 - CLVLT #1162

FOR:

Install:

Matthew Huber
mhuber@rizzetta.com
clubmanager@asturiacdd.org
 Sean Manson 386-214-3370

DESCRIPTION	AMOUNT
<u>Trees outer side entry and exit (terminate at intermediate crossway)</u>	
14 X Crepe Myrtles, Simple WW LED mini wrap	\$ 1,505.00
8 X Juvenile Oaks, Simple WW LED mini wrap	\$ 1,032.00
Wiring	\$ 288.00
<u>Trees center median (terminate at intermediate crossway)</u>	
14 X Crepe Myrtles, Simple WW LED mini wrap	\$ 1,505.00
3 X Juvenile Oaks, Simple WW LED mini wrap	\$ 387.00
8 X Crepe Myrtles, Simple WW LED mini wrap	\$ 860.00
Wiring	\$ 247.00
<i>*requires service point at or near breaker panel</i>	
<u>Clubhouse:</u>	
Apply WW LED C9s to street facing rooflines, incl. wiring	\$ 1,354.00
<u>Add 4 WW meteors to each of the juvenile oaks on the sides</u>	
	\$ 1,152.00
<u>Add 8 WW meteors to each of the juvenile oaks in the center</u>	
	\$ 864.00
<u>Add 12.5 ft tree, decorated client choice color/theme</u>	
	\$ 2,825.00
Additional named insured certificate	\$ 62.00
Misc extra, timers ext cords, clips, stakes, tape, fasteners, etc. additional charge as needed	
It is the responsibility of the owner to provide designated working receptacles, & resetting gfci outlets when necessary	
Deposit required to reserve spot in schedule	\$ 4,228.35
Balance due upon completion of installation	\$ 7,852.65
	THANK YOU

Payment is due upon request. All discounts become void on payments 10 days past due. A 1.5% monthly interest will be added to past due invoices. All Deposits are non-refundable after 5 days of being recieved. There is a 25% restocking fee on all returned or canceled orders. Customer hereby authorizes Decorating Elves, to install and / or remove all materials on said property as provided herein. Customer agrees to defend, hold harmless and indemnify Decorating Elves, from and against all claims, liabilities to any third parties for injury, death or damage to person, property, trespass, and all other damage or loss arriving out of the installation and / or removal or location of above items. Decorating Elves reserves the right to place a lien on property on any payments outstanding. By agreeing to this you also agree to all our terms and conditions located at <https://www.decoratingelves.com/terms-conditions/>

We Also Do Outdoor Lighting Design, Install, Service, & Repairs

DECORATING ELVES

Proposal

Make it a Holiday Every Day!

"Avoid the Holiday Hassle"

13670 Roosevelt Blvd Suite B; Clearwater, FL 33762
www.decoratingelves.com office@decoratingelves.com
 Phone 727 418 4127 1-800-MY-LITES

Bill To:

Asturia CDD
 14575 Promenade Pkwy
 Odessa, FL 33556
 Ivette Fernandez 813-510-3601
ifernandez@rizzetta.com

DATE: August 19, 2019

INVOICE #

LIC# ES12000805 - CLVLT #1162

FOR:

Install:

Matthew Huber
mhuber@rizzetta.com
clubmanager@asturiacdd.org
 Sean Manson 386-214-3370

DESCRIPTION	AMOUNT
<u>Trees outer side entry and exit (terminate at intermediate crossway)</u>	
14 X Crepe Myrtles, Simple WW LED mini wrap	\$ 1,204.00
8 X Juvenile Oaks, Simple WW LED mini wrap	\$ 1,032.00
Wiring	\$ 288.00
<u>Trees center median (terminate at intermediate crossway)</u>	
14 X Crepe Myrtles, Simple WW LED mini wrap	\$ 1,204.00
3 X Juvenile Oaks, Simple WW LED mini wrap	\$ 387.00
8 X Crepe Myrtles, Simple WW LED mini wrap	\$ 688.00
Wiring	\$ 247.00
<i>*requires service point at or near breaker panel</i>	
<u>Clubhouse:</u>	
Apply WW LED C9s to street facing rooflines, incl. wiring	\$ 1,354.00
Additional named insured certificate	\$ 62.00
Misc extra, timers ext cords, clips, stakes, tape, fasteners, etc. additional charge as needed	
It is the responsibility of the owner to provide designated working receptacles, & resetting gfci outlets when necessary	
Deposit required to reserve spot in schedule	\$ 2,263.10
Balance due upon completion of installation	\$ 4,202.90
	THANK YOU
<small>Payment is due upon request. All discounts become void on payments 10 days past due. A 1.5% monthly interest will be added to past due invoices. All Deposits are non-refundable after 5 days of being recieved. There is a 25% restocking fee on all returned or canceled orders. Customer hereby authorizes Decorating Elves, to install and / or remove all materials on said property as provided herein. Customer agrees to defend, hold harmless and indemnify Decorating Elves, from and against all claims, liabilities to any third parties for injury, death or damage to person, property, trespass, and all other damage or loss arriving out of the installation and / or removal or location of above items. Decorating Elves reserves the right to place a lien on property on any payments outstanding. By agreeing to this you also agree to all our terms and conditions located at https://www.decoratingelves.com/terms-conditions/</small>	
We Also Do Outdoor Lighting Design, Install, Service, & Repairs	



The Garden Gnome, Inc.
29251 Chandler Trce
Wesley Chapel, FL 33545 US
(813) 789-9616
chip@thegardengnome.net

Estimate

ADDRESS

Ivette Fernandez
Asturia HOA
14575 Promenade Parkway
Odessa 33556

ESTIMATE # 1865

DATE 08/20/2019

ACTIVITY	QTY	RATE	AMOUNT
Front Entrance			
CENTER ISLAND			
Services			1,495.00
14x Crape Myrtle Trunks - Wrap each trunk with 2 strands of lights - includes lights, labor, extension cords, and timers			
Services			2,450.00
*add an additional 5 strands of lights to each Crape Myrtle tree top			
**We can add additional strands for fuller look \$35.00 per strand			
Services			410.00
3x Oaks - Wrap each trunk with 3 strands of lights - includes lights, labor, extension cords, and timers			
Services			1,250.00
*add an additional 10 strands of lights to each Oak tree top - includes lift			
**We can add additional strands for fuller look \$35.00 per strand			
Sign			
Services			125.00
Hot glue 2 strands of c9 lights on top of entrance sign - includes lights, labor, extension cords, and timers			
Services			170.00
Add 3 strands of lights + stakes going around perimeter of raised bed - includes lights, labor, extension cords, and timers			
Services			145.00
Add 2 strands of lights + stakes going around perimeter of front plant bed - includes lights, labor, extension cords, and timers			

ACTIVITY	QTY	RATE	AMOUNT
Second set of 8 Crape Myrtle trees			
Services			735.00
8x Crape Myrtle Trunks - Wrap each trunk with 2 strands of lights - includes lights, labor, extension cords, and timers			
Services			1,400.00
*add an additional 5 strands of lights to each Crape Myrtle tree top			
**We can add additional strands for fuller look \$35.00 per strand			
Crape Myrtle trees on left and right side of main entrance			
*We will need to find electric source			
Services			1,295.00
14x Crape Myrtle Trunks - Wrap each trunk with 2 strands of lights - includes lights, labor, extension cords, and timers			
Services			2,450.00
*add an additional 5 strands of lights to each Crape Myrtle tree top			
**We can add additional strands for fuller look \$35.00 per strand			
Oak trees on left and right side of main entrance *We will need to find electric source			
Services			1,035.00
8x Oaks - Wrap each trunk with 3 strands of lights - includes lights, labor, extension cords, and timers			
Services			3,000.00
*add an additional 10 strands of lights to each Oak tree top - includes lift			
Services			880.00
Buildings - add 14 strands of C9 lights clipped to roofline - includes lights, labor, extension cords, lift and timers			
Services			600.00
Return in January to take down lights and store were HOA instructs - includes lift			

A deposit of 1/2 the total amount is due prior to start. Final payment is due upon completion. Any delay in the procurement of materials is beyond our control. Mulch should be installed 3-4 inches thick. Watering new shrubs and trees should be done everyday the 1st 30 days. Sprinkler adjustments might also be needed. No guarantee on plant material.

TOTAL

\$17,440.00

Accepted By

Accepted Date

Christmas Light Installation Customer Information



- **Estimates:** Estimates are free. However once a design has been agreed upon, any changes may affect the pricing.
- **Payment:** We take a 50% down payment. Balance is due upon completion. We except cash, checks, debit or credit card. Any cancellations after acceptance of the proposal will result in a \$75.00 cancellation fee.
- **Service:** We reserve the right to decline installation to any areas that we deem unsafe. Maximum height of home 30ft, landscape 24ft. If standard fastening methods are not possible additional charges may apply. We reserve the right to take and use photos or videos of customers property for training, marketing, and media purposes.
- **Electricity:** Customer must provide clear access to safe electricity. Electrical outlets should not be tied to high AMP devices (refrigerators, pool pumps, etc...) The Garde Gnome inc. is not responsible for inadequate, faulty, or overloaded electrical sources. In some instances an electrician is required to add additional outlets (not included in quote).
- **Warranties:** We test the lighting throughout the installation and insure that everything is fully functional before departure. Defects must be reported within 24 hours. We are not responsible for broken bulbs, fuses, wiring, or animal damage. Service calls are \$75.00 per visit + materials. We have a guaranteed 48 hour response time. Emergency repairs are \$100.00 on weekdays and \$150.00 on weekends or holidays.

We wish that we could solve any problems with your lights. Unfortunately some factors are beyond our control. We can not guarantee damage caused by weather (wind, lightning, etc...), animals (squirrels chewing through wiring), mowing services (unplugging or cutting wiring or extension cords), etc... Incidents like these can result in additional costs.

I have read and understand my responsibilities and agree to the above terms.

Signature _____

Date: _____

**After the 1st year there is a 1 time 20% discount. This will be your new permanent price unless changes are made or requested by customer.*

Illuminations Holiday Lighting

Proposal

8606 Herons Cove PI
 Tampa, FL 33647
 Tim Gay (813) 334-4827

TO:

Asturia CDD
 8301 Dunham Station Drive
 Tampa, FL 34683
 attn: Ivette Fernandez (813) 973-8368

JOB DESCRIPTION
Christmas Lighting Proposal for Asturia CDD

ITEMIZED ESTIMATE: TIME AND MATERIALS	AMOUNT
Front Entrance	
<p>Entrance / Exit Install clear mini lights in 14 crepe myrtles trees (7 per side) Install clear mini lights in 8 oak trees behind entrance sign (4 per side)</p> <p>Center Median Install clear mini lights in 14 crepe myrtles trees just past entrance sign Install clear mini lights in 3 oak trees Install clear mini lights in 8 crepe myrtles trees</p>	\$9,000.00
Option Install animated drip snow tubes in 3 oak trees in center median	\$6,000.00
Clubhouse Install clear C9s outlining roof edge across entire front of Clubhouse and Activity Center	\$2,250.00
Option Install 25' RGB programmable Tree of Lights inbetween Clubhouse and Activity Center includes 4' 3D star with RGB lights	\$10,000.00
Requires 50% Deposit	
TOTAL ESTIMATED JOB COST	\$11,250.00

- * Price includes rental of materials, labor, installation and service.
- * Price includes removal of all materials.
- * Assumes adequate power available. If additional power needed Asturia CDD responsible for providing.
- * Remaining balance of project due upon receipt of invoice after installation.
- * Asturia CDD can select date for lights to be turned on.
- * Removal process begins after New Years Day. It can take up to a week or more for completion. Power can be turned off in the interim.

Note: Options listed above not included in Total Estimated Job Cost

Tim Gay

 PREPARED BY

7/20/2019

 DATE

 AUTHORIZED SIGNATURE FOR ASTURIA CDD

 DATE

Tab 10



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Sciences
Geophysical Services • Construction Materials Testing • Threshold Inspection
Building Inspection • Plan Review • Building Code Administration

August 14, 2019

LOCATIONS:

- Atlanta
- Daytona Beach
- Fort Myers
- Fort Pierce
- Gainesville
- Jacksonville
- Miami
- Ocala
- Orlando (Headquarters)
- Palm Coast
- Panama City
- Pensacola
- Rockledge
- Sarasota
- St. Petersburg
- Tampa
- Tifton
- West Palm Beach

Hines
11512 Lake Mead Avenue, Suite 603
Jacksonville, FL 32256

Attention: Sean Manson

Reference: Cost Proposal – Geotechnical Exploration
Asturia Pavement Evaluation
Claymore Street and Caravan Avenue
Odessa, Pasco County, FL 33556
UES Proposal No.: 0830.0819.00007

Dear Mr. Manson:

Universal Engineering Sciences, Inc. (UES) is pleased to submit our proposal to provide geotechnical engineering services for the subject project. In the following paragraphs we will summarize our understanding of this project and discuss our proposed scope of services, timeline, estimated cost, and deliverables.

PROJECT DESCRIPTION

The subject site is a portion of the asphalt pavement along Claymore Street and Caravan Avenue, in the Asturia development in Odessa, Pasco County, FL. Based on the information you provided, we understand that two sections of the asphalt pavement have developed indications of premature distress and water related damages. At the time this proposal was prepared, no information was provided regarding an excerpt from the Grading and Drainage plan was provided for our review.

PROPOSED SCOPE OF SERVICES

UES proposes to perform a field review of the site and document the existing condition of the pavement. We will also perform six (6) asphalt cores in the distressed areas, conduct two (2) auger borings at the edges of pavement, and assess the pavement subgrade.

We will deliver the cores to our materials testing laboratory in Tampa for testing, which will include four (4) density and two (2) extraction gradation tests.

Based on our observations, we will provide an opinion of the condition and recommendations for rehabilitation.

PROJECT TIME-LINE

Once we receive written authorization to proceed, we can begin our services within seven days. For this project, we anticipate issuing our findings and recommendations within two weeks.

Preliminary results may be available verbally after our first week of field exploration has been completed.

ESTIMATED COST

Our estimated cost for completing the above described services is \$2,310. An itemized breakdown of our costs is included below in Exhibit I. We will not exceed our budget unless the subsurface conditions are significantly different from those anticipated, or the site is not accessible to our drilling equipment. In either event, you will be notified prior to any increase in costs.

DELIVERABLES

At the completion of the field and laboratory services, we will prepare a report of findings, conclusion and recommendations for asphalt pavement rehabilitation.

SITE ACCESS

We have assumed that all boring locations are accessible to standard coring equipment, and you will grant our personnel Right of Access to the property. **If there are special access considerations (i.e., a locked gate), please provide us with the necessary information to gain entry to the site.**

CLOSURE

Attached you will find our General Contract Conditions and Work Authorization/Proposal Acceptance Form. If you authorize us to proceed and grant us Right of Access to the subject property, please have the party responsible for payment sign the appropriate space on the Work Authorization/Proposal Acceptance Form and return one copy to us.

UES greatly appreciates this opportunity to offer our professional services, and we are looking forward to working with you. If you have any questions, please don't hesitate to call.

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES



James Stephenson, P.E.
Project Manager

JS/dr

Attachments: Work Authorization/Proposal Acceptance Form
General Contract Conditions

UNIVERSAL ENGINEERING SCIENCES, INC.

Work Authorization / Proposal Acceptance Form

IF PROPOSAL IS ACCEPTED PLEASE SIGN AND RETURN THE FORM TO UNIVERSAL

Universal Engineering Sciences, Inc. (UES) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

PROJECT NAME: Asturia Pavement Evaluation
PROJECT LOCATION: Claymore Street and Caravan Avenue Odessa, FL
CLIENT NAME: Hines Attn: Sean Manson **PHONE: 904-299-7020**
CLIENT ADDRESS: 11512 Lake Mead Avenue, Suite 603 Jacksonville, FL 32256 **FAX:**
E-MAIL ADDRESS: Sean.Manson@himes.com

I. Scope of Services and Understanding of Project (See attached proposal or as indicated below)
UES Proposal No.: 0830.0819.00007
Geotechnical Exploration **\$2,310**

II. Contract Documents. The following documents form part of this Agreement and are incorporated herein by referral:

- A. UES General Conditions.
- B. UES Proposal Dated: August 14, 2019
- C. Plans, reports, specifications and other documents provided by the Client prior to this Agreement date.
- D. Other exhibits marked and described as follows: Exhibit I

In the event of any inconsistency or conflict among the Contract Documents, the provision in the Contract Document first listed above shall govern.

III. Authority to proceed and for payment. (To be completed by Client)

If the invoice is to be mailed for approval to someone other than the account charged, please indicate where, below:

Firm: _____ Social Security Number or Federal Identification No.: _____
Address: _____ City: _____ Zip: _____
Attention: _____ Title: _____

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives

CLIENT _____ **UNIVERSAL ENGINEERING SCIENCES, INC.**

BY (Signature) _____ BY (Signature) _____

TYPED NAME _____ TYPED NAME: **James Stephenson, P.E.**

TITLE _____ TITLE: **Project Manager**

DATE _____ DATE **August 14, 2019**

Return Executed Copy to: Universal Engineering Sciences, Inc.
9802 Palm River Road, Tampa, FL 33619



Universal Engineering Sciences, Inc.
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

- 1.1 *Universal Engineering Sciences, Inc.*, ("UES"), has the responsibility for providing the services described under the Scope of Services section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner. The term "UES" as used herein includes all of *Universal Engineering Sciences, Inc.*'s agents, employees, professional staff, and subcontractors.
- 1.2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.
- 1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties.
- 1.4 Universal will not be responsible for scheduling our services and will not be responsible for tests or inspections that are not performed due to a failure to schedule our services on the project or any resulting damages.

1.5 **PURSUANT TO FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

SECTION 2: STANDARD OF CARE

- 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made.
- 2.2 The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- 2.3 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the services are to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.
- 2.4 Should UES be retained to provide threshold inspection services under Florida Statutes §553.79, Client acknowledges that UES's services thereunder do not constitute a guarantee that the construction in question has been properly designed or constructed, and UES's services do not replace any of the obligations or liabilities associated with any architect, contractor, or structural engineer. Therefore it is explicitly agreed that the Client will not hold UES responsible for the proper performance of service by any architect, contractor, structural engineer or any other entity associated with the project.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

- 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

- 4.1 Soil or water samples obtained from the project during performance of the work shall remain the property of the Client.
- 4.2 UES will dispose of or return to Client all remaining soils and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- 4.3 Samples which are contaminated by petroleum products or other chemical waste will be returned to Client for treatment or disposal, consistent with all appropriate federal, state, or local regulations.

SECTION 5: BILLING AND PAYMENT

- 5.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.
- 5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.
- 5.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 6: OWNERSHIP AND USE OF DOCUMENTS

- 6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES.
- 6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 6.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.
- 6.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other party or used or relied upon by any such party without the express written consent of UES.

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

- 7.1 Client warrants that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.
- 7.2 Under this agreement, the term hazardous materials include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, and asbestos.
- 7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. UES and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. UES and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.
- 7.4 UES agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold UES harmless for any and all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- 7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 8: RISK ALLOCATION

- 8.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SECTION 9: INSURANCE

- 9.1 UES represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save UES harmless for loss, damage or liability arising from acts by Client, Client's agent, staff, and other UESs employed by Client.

SECTION 10: DISPUTE RESOLUTION

- 10.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to alternative dispute resolution (ADR) such as mediation or arbitration, before and as a condition precedent to other remedies provided by law, including the commencement of litigation.
- 10.2 If a dispute arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:
- the claim will be brought and tried in judicial jurisdiction of the court of the county where UES's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
 - The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

SECTION 11: TERMINATION

- 11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses.
- 11.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records and reports.

SECTION 12: ASSIGNS

- 12.1 Neither the Client nor UES may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party.

SECTION 13. GOVERNING LAW AND SURVIVAL

- 13.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.
- 13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 14. INTEGRATION CLAUSE

- 14.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.
- 14.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

Tab 11



August 1, 2019

MATTHEW HUBER
Rizzetta & Company
5844 Old Pasco Road
Suite 100
Wesley Chapel, Florida 33544

RE: 14693 EDGE COURT

Dear Mr. Huber,

Bay Area Environmental Services, Inc., is pleased to provide this proposal to perform the following:

- Plug the storm box and pond using pneumatic plug(s)
- Pump the system down
- Televise the storm system from the street to the pond

Our proposal for this project is:

PLUG & PUMP SYSTEM:	\$1,250.00
TELEVISION THE SYSTEM:	\$1,300.00

PLEASE NOTE THAT THERE WILL BE AN ADDITIONAL CHARGE IF THE SYSTEM NEEDS TO BE CLEANED.

Due to conditions beyond our control, this proposal is effective for a period of thirty (30) days.

Bay Area Environmental Services, Inc., to supply labor, equipment, televised DVDs (2) each, along with televised inspection reports for the completion of this project.

Rizzetta & Company to supply all necessary access.



PAGE 2 OF 2

If you should have any questions or concerns regarding this proposal, please contact me at (813) 677-7655.

Thank you for allowing Bay Area Environmental Services, Inc., the opportunity to bid your requirements. It is most appreciated.

Respectfully yours,

Jerry Lemanski, President
BAY AREA ENVIRONMENTAL SERVICES, INC.

Badger Hydrovac Estimate

United States

Astoria CDD
Astoria Phase 1

Prepared By: Carey West
Title: Area Manager





5381 Hartford Street
 Tampa, FL 33619
 Cell 813-365-4556
 "An equal opportunity employer"

ESTIMATE	
DATE:	8/7/2019
REFERENCE #:	080072019ACDD
PREPARED BY:	Carey West
APPROVED BY:	

Customer Information			
Company:	Asturia CDD	Phone (o):	813-994-1001
Contact:	Matthew Huber	E-mail:	mhuber@rizzetta.com
Office Address:	5844 Old Pasco Rd, Suite 100, Wesley Chapel FL	Title:	District Manager
Billing Address:		Account #	
Service Location:	Claymore St & Caravan Ave, Odessa	Misc:	

Scope of Work	
Job Description	
<p>Estimate to vacuum water, sand, and debris from subdivision storm drain catch basins. We will have pressurized water to rinse the sides as well as vacuum. All work will be done from above the drains, we will not be able to enter the catch basins. Estimate is based on an 8 hour day at an hourly rate port to port. Total time to complete job is unknown, and will depend on the amount, size, and location of each catch basin. Actual hours will be billed with a 4 hour minimum. Access is to be provided for the truck to get within 15' of each drain needing cleaned. All grates to be removed and replaced by customer. Location is to be provided on site for us to dump the spoils.</p>	
Regular Rates apply up to eight (8) hours/day Monday - Friday	
Overtime Rates apply after eight (8) hours and Saturdays	
Union Rates	N/A

Description	Price	UM	Qty	Amount
Badger Hydrovac with Operator	\$ 245.00	/hour	8	\$ 1,960.00
Badger Hydrovac Overtime (after 8 hours)	\$ 270.00	/hour		\$ -
Water	\$ 65.00	/load	1	\$ 65.00
Disposition Offload	\$ -	Provided		\$ -
Fluctuating Fuel Recovery Fee (FFR Fee) 5.25% rate				

Please note that this estimate is being provided for budgetary purposes only, and all work will be done on a time and materials basis. All work will be done under the terms and conditions contained in this Agreement.

Subtotal: \$ 2,025.00
 FFR Fee: \$ 106.31
TOTAL: \$ 2,131.31

Company: _____ Asturia CDD _____

PO#: _____

Name (please print): _____

Title: _____

Signature: _____

Date: _____

I am authorized to bind the Company



General Notes, Conditions, & Badger Responsibilities:

1. Travel rates apply when traveling from the closest Badger Operation to the client's project site.
2. Badger will off load material at contracted facility. Travel to and from a designated facility is considered part of the work day and charged at the hourly rate.
3. Any additional third party services provided by Badger Daylighting outside of our typical Hydrovac activities shall be charged out at cost + ___% .
4. With any Hydrovac project, there are possible additional charges that are application and site specific. For example, items such as water trucks, specialized equipment and attachments (remote hose, etc.), crew trucks, and other items may be required. Rather than provide an extensive listing of all possible considerations, this is best implemented on a project-by-project basis and evaluated at the field operations level. The information presented in this document represents the complete proposal
5. This proposal is valid for 30 days from the date posted on this proposal document.
6. Any and all quotes, offers and transactions are pending Credit Approval by Badger.
7. Terms of Payment - Net 30 days from date of invoice. Late invoices subject to service fees.
8. Zero (0) % retainage is withheld.
9. Taxes – tax will be added to quote pricing as required by State/Local governments.
10. Currently a fluctuating fuel recovery fee will be applied to all invoices at a monthly calculated rate that is adjusted based upon the average cost of diesel as published by www.eia.gov.

Client responsibility include:

1. Access to the Hydrovac site, including permits and permission from property owners, utilities, and government agents.
2. Surface locates, survey marks and traffic control, if needed unless agreed to in writing prior.
3. Breaking, removal, and restoration of asphalt and or concrete unless agreed to in writing prior.
4. Establish, maintain and remediate accessible water source and disposal site.
5. Specific direction and locations for Hydrovac excavation.
6. Backfill and site restoration unless agreed to in writing prior to completing work.
7. Materials to secure and cover the excavation unless agreed to in writing prior.
8. Shoring, maintenance and barricading.
9. Ownership of the soil and debris removed by the Hydrovac including any soils or material contaminated or suspect.
12. Any project delays caused by others that result in downtime of Badger Hydrovac units will be billed at the hourly rates.
13. Pay for all specialized training that is required by contractor/owner/Badger to be on the site to work.
14. Notify Badger of all billing requirements and any appropriate purchase orders, job numbers, AFE, etc. that would be necessary to release payment to Badger. This must be done prior to the first day of work.

Client Representative

Printed Name: _____

Signature: _____

Date: _____

I am authorized to bind the Company

Badger Representative

Printed Name: _____

Signature: _____

Date: _____



BADGER DAYLIGHTING CORP. STANDARD TERMS AND CONDITIONS (USA)

1. **Definitions.** "Service Provider" shall mean Badger Daylighting Corp. "Buyer" shall mean any party who contracts to purchase Services from Service Provider, as indicated on a service agreement or a statement of work. "Services" shall mean those services and any related goods ordered by Buyer from Service Provider pursuant to a service agreement accepted by Service Provider. "Credit Application" shall mean Service Provider's form of credit application, as may be amended from time to time, the review and written approval of which is a pre-requisite to Service Provider entering into any type of binding agreement with Buyer to provide Services. "USA" shall mean the United States of America.

2. **Terms of Service Agreement Acceptance and Complete Agreement**

a. **Acceptance.** Buyer's order for Services is binding only when accepted in writing by an authorized representative of Service Provider, and is accepted subject to all of Service Provider's Standard Terms and Conditions of Services, which constitute the complete agreement between the parties. Buyer's acceptance of delivery and performance of Services evidences Buyer's acceptance of all of Service Provider's Standard Terms and Conditions of Services.

b. **No Acceptance.** Service Provider's performance under any Buyer service agreement or a statement of work does not constitute an acceptance of any provision of any Buyer service agreement that is different from or additional to Service Provider's Standard Terms and Conditions of Services, and any such different or additional provisions are hereby expressly rejected and are void.

3. **Buyer's Obligations.**

(a) **Services.** Buyer shall: (i) cooperate with Service Provider in all matters relating to Services and provide such access to Buyer's premises, and other facilities as may reasonably be requested by Service Provider, for the purposes of performing Services; (ii) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of the service agreement; (iii) provide such Buyer materials or information as Service Provider may reasonably request and Buyer considers reasonably necessary to carry out Services in a timely manner and ensure that such Buyer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary permits and consents and comply with all applicable laws in relation to Services before the date on which Services are to start.

(b) **Shipment and Delivery.** Any goods provided in relation to the Services are sold EXW Service Provider's Facility Incoterms 2010. The method and route of shipment shall be as mutually agreed in each accepted service agreement. Service Provider shall tender delivery of all such related goods to a carrier for transportation to Buyer's place of business. All costs of transportation, including, without limitation, taxes and standard insurance shall be assessed by Service Provider and borne by Buyer unless otherwise agreed to in writing by Service Provider. Service Provider shall invoice Buyer for all shipping related costs.

All risk of loss shall pass to Buyer when such related goods are made available to the carrier at Service Provider's facility, including, without limitation, all risks of loading, transportation, and shipment. Delivery and acceptance shall not be affected by a delay on the part of Buyer in accepting delivery. Shipment of such related goods held by reason of Buyer's request or inability to receive such related goods will be at the risk and expense of Buyer. Claims for shortages in shipment shall be deemed waived by Buyer. **Buyer's Acts or Omissions.** If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Service Provider shall not be deemed in breach of its obligations under the service agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay. breach of its obligations under the service agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. **Taxes and Fees.** Unless expressly stated and agreed to in writing by Service Provider, quoted prices do not include any shipping and handling charges, sales, use, excise, or similar taxes or duties. Buyer shall pay these taxes directly if the law permits or shall reimburse Service Provider if Service Provider is required to collect and pay them.

6. **Representations and Warranties; Limitation of Remedy.**

(a) Service Provider represents and warrants to Buyer that it shall perform Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the service agreement.

(b) Service Provider shall not be liable to a breach of the warranty set forth in Section 6(a) unless Buyer gives written notice of the defective Services, reasonably described, to Service Provider with three (3) days of the time when Buyer discovers or ought to have discovered that Services were defective.

(c) The sole and exclusive remedy of Buyer for any liability of Service Provider of any kind, including (i) warranty, express or implied, whether contained in the terms and conditions hereof or in any terms additional or supplemental hereto, (ii) contract, (iii) negligence, (iv) tort, or (v) otherwise, is limited to Service Provider's repair or re-performance of Services. The sole and exclusive remedy for goods related to Services shall be Service Provider's repair or replacement of those related goods the examination of which by Service Provider reveals material defects during the warranty period or, at Service Provider's option, a refund to Buyer of the money paid to Services Provider for such goods. The warranty period shall begin on the date of completion of Services on Service Provider's invoice and shall continue for a period of one (1) year therefrom for all Services. This limited warranty shall not extend to any Services that have been modified, disassembled, altered, changed, damaged, misused, repaired, misapplied or negligently maintained in any manner.

(d) EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 6(a) ABOVE, SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES, EXPRESS OR IMPLIED, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; OR (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.



Continued...

7. Limitation of Liability.

(a) SERVICE PROVIDER'S LIABILITY SHALL BE LIMITED TO THE COST OF REPAIR AND RE-PERFORMANCE OF SERVICES WITHIN A REASONABLE PERIOD OF TIME FOLLOWING PROPER AND TIMELY NOTICE BY BUYER. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER ESSENTIAL PURPOSE. IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER. Buyer agrees to indemnify and hold Service Provider harmless from and against all liabilities, claims, or demands of third parties of any kind relating to Services and the use of any related goods arising

(b) The limitation of liability set forth in Section 7(a) above shall not apply to (i) liability resulting from Service Provider's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Service Provider's negligent acts or omissions.

8. Rejection or Claims. A rejection of Services for non-conformity, or a claim of incomplete performance and/or damage by Buyer, shall not be effective unless it is made, and written notice thereof is given to Service Provider, within thirty (30) days after Services are provided to Buyer; or, with respect to any goods related to Services, within thirty (30) days after such related goods arrive at the destination specified in Service Provider's statement of work. Service Provider reserves the right to inspect the site of supposed non-conforming Services and to determine lack of conformity in its sole discretion.

9. Performance Dates. Service Provider shall use reasonable efforts to meet any performance dates specified in the service agreement, and any such dates shall be estimates only.

10. Failure to Take Delivery. If Buyer fails to take delivery of any goods related to Services, or any part thereof, such related goods not delivered shall be held at Buyer's sole risk in all respects. Service Provider, acting as Buyer's agent and at Buyer's expense, may thereafter store, insure and/or otherwise protect such related goods or may resell same for Buyer's account. The delivery date(s) quoted are based on Service Provider's best estimate of a realistic time when delivery to the carrier will be made, and are subject to confirmation at time of acceptance of any resulting Service Agreement. Service Provider reserves the right to make either early delivery or partial delivery upon prior notice to Buyer as provided in Section 23 hereof and to invoice Buyer accordingly.

11. Title and Risk of Loss or Damage. Title, risk of loss and/or damage shall pass to Buyer when any goods related to Services are made available to the carrier at Service Provider's facility.

12. Payment Terms. All payments are due thirty (30) days from date of invoice in U.S. Dollars, unless otherwise specified by Service Provider. Buyer's failure to make payment when due will be a material breach of the service agreement and these Standard Terms and Conditions of Services. Amounts unpaid after such date shall bear interest from the date of the invoice at a rate of one and one-half percent (1.5%) per month, or eighteen percent (18%) per annum. Service Provider shall be entitled to reimbursement from Buyer for all costs and fees, including reasonable attorneys' fees, incurred by Service Provider in the collection of any overdue amounts. Service Provider, at its sole option and without incurring any liability, may suspend its performance of Services until such time as any overdue payment is made or Service Provider receives assurances, adequate in Service Provider's opinion, that the payment will be promptly made. In the event of such suspension of performance of Services by Service Provider, there will be an equitable adjustment made to the remaining performance schedule and pricing to reflect the duration and cost resulting from such suspension. Buyer may only suspend performance upon Service Provider's written consent. In the event of such Buyer suspension, the performance time will be changed, taking into account the suspension, and Buyer will promptly pay Service Provider for all costs, including related overhead costs, resulting from such suspension. All terms of the Credit Application are incorporated into and are

13. Cancellation. Except as otherwise expressly provided in a statement of work, the service agreement shall be cancelled only by mutual written consent of the parties. Notice is hereby given that Service Provider shall not consent to cancellation if Buyer has bound itself to purchase Services. If Buyer is in default by failure to pay any previous invoice within credit terms at the expected date of performance of Services or any part thereof, has not otherwise performed or complied with any of the terms of the service agreement, in whole or in part; or becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, or if Service Provider has received any adverse credit information about Buyer, Service Provider may delay performance and/or cancel performance of Services without liability. In the event of U.S. or foreign government intervention, trade restrictions, and/or quotas, which may delay or prevent performance of Services or any part thereof, Service Provider, at Service Provider's option, may cancel the performance of Services without liability. In the event any Services shall become subject to any governmental fees or duties not presently in effect or to any increase in any existing fee or duty, including any antidumping duty or countervailing duty, Service Provider shall have the right to cancel performance of Services without liability.

14. Default. If Buyer breaches or is otherwise in default under the service agreement or under any other contract between the parties hereto, Service Provider at its sole option, may defer performance of Services until the default is cured, or may treat the default as a repudiation by Buyer of the service agreement in its entirety, and hold Buyer liable for such damages as Service Provider may incur, including consequential and incidental damages. For purposes hereof, Buyer's insolvency shall be a default.

15. Waiver. No waiver by Service Provider of any of the provisions of the service agreement is effective unless explicitly set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the service agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.



Continued...

BADGER DAYLIGHTING CORP. STANDARD TERMS AND CONDITIONS (USA)

16. Force Majeure. Service Provider shall be free from any liability for delay or failure in performance of Services arising from strikes, lockouts, labor troubles of any kind, accidents, perils of the sea, fire, earthquake, civil commotion, terrorist acts, war or consequences of war, government acts, restrictions or requisitions, failure of manufacturers or suppliers to deliver, bankruptcy or insolvency of manufacturers or suppliers, suspension of shipping facilities, act or default of carrier or any other contingency of whatsoever nature beyond Service Provider's control affecting production and performance of Services, including disturbances existing on the date of the service agreement or a statement of work. In such a situation, if performance is not made during the period contracted for, Buyer shall accept performance under the service agreement when performance is made; provided, however, Buyer shall not be obligated to accept performance if performance is not made within a reasonable time after the cessation of the aforementioned impediments or causes.
17. Intellectual Property. All the designs, know-how, innovations, inventions and discoveries related to Services provided under this transaction shall be and remain the property of Service Provider.
18. Confidential Information. (a) All non-public, confidential or proprietary information of Service Provider, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, the "Confidential Information"), disclosed by Service Provider to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of Services and the service agreement is confidential, and shall not be disclosed or copied by Buyer without the prior written consent of Service Provider. Confidential Information does not include information that is (i) in the public domain; (ii) known to Buyer at the time of the disclosure; or (iii) rightfully obtained by Buyer on a non-confidential basis from a third party.
(b) Buyer agrees to use the Confidential Information only to make use of Services, and deliverables.
(c) Service Provider shall be entitled to injunctive relief for any violation of this Section.
19. Integration. The service agreement, these Standard Terms and Conditions of Services, and a statement of work supersede all prior negotiations, representations, agreements, quotes and catalogues, whether written or oral, and shall not be modified, supplemented or interpreted by evidence of course of dealing, course of performance or usage of trade. To the extent the provisions hereof conflict with any prior or subsequent agreement of the parties, these Standard Terms and Conditions of Services will control. Any amendment to these Standard Terms and Conditions of Services must be in writing and signed by both parties.
20. Assignment. Buyer acknowledges that no service agreement or statement of work, nor the obligations represented thereby, may be assigned or delegated, in whole or in part by Buyer, without the prior written consent of Service Provider. Buyer's unauthorized attempt to assign or delegate any rights or obligations shall serve as grounds for termination of the service agreement.
21. Severability. Service Provider and Buyer agree that each and every paragraph, sentence, clause, term and provision of these Standard Terms and Conditions of Services is severable and that, in the event any portion hereof is adjudged to be invalid or unenforceable, the remaining portions shall remain in full force and effect to the fullest extent permitted by law.
22. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in these Standard Terms and Conditions of Services or the service agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties; and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
23. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the service agreement or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the service agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
24. Governing Law; Venue. All matters involving the validity, interpretation and application of these Standard Terms and Conditions of Services will be controlled by the laws of the State of Indiana, United States of America and Buyer and Service Provider hereby irrevocably consent to the jurisdiction of the state and federal courts located in Marion County, Indiana for the resolution of any disputes arising under these Standard Terms and Conditions of Services and the service agreement.



End

Tab 12

**ASTURIA COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT**

THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of July, 2019, by and between:

ASTURIA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Pasco County, Florida, and having offices at c/o Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 (“District”); and

SSS DOWN TO EARTH OPCO, LLC, D/B/A DOWN TO EARTH, an Ohio limited liability company, with a mailing address of 5706 Bridle Path Lane, Tampa, Florida 33634 (“Contractor,” and collectively with the District, “Parties”).

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, for certain lands within the District, certain landscape and irrigation maintenance services; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so in accordance with its proposal submitted to the District;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the 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 the Contractor have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

2. SCOPE OF SERVICES. The Contractor shall provide the services described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT B** (“Work”). The Contractor agrees that the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT B** is the District’s best estimate of the District’s landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price. The Contractor shall perform the Work consistent with the presently established, high quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding

any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Additional Services Order (see Section 7.c. 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 industry standards, such as USF, IFAS, etc. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains (“Rain Days”), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the 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 repair all damage – and/or replace damaged property – to the satisfaction of the District.

4. MONITORING OF SERVICES. The District shall designate in writing one or more persons to act as the District’s representatives with respect to the services to be performed under this Agreement (“District Representatives”). The District Representatives 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 the Contractor’s services. This authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates Matt Huber and other representatives of Rizzetta & Company, Inc., to act as the District Representatives. The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide to management a written report of work performed for each month with notification of any problem areas and a schedule of work for the upcoming month. Further, the Contractor agrees to meet the District Representatives at least bi-weekly to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within three days and prior to submitting any invoices to the District. If the Contractor does not respond or take action within the specified time period, and subject to Section 17, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor \$100 per day; to withhold some or all of the Contractor's payments under this Agreement; and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement.

5. SUBCONTRACTORS. The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District, except as it pertains to bushhogging or brushhogging services. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

6. EFFECTIVE DATE. This Agreement shall be binding and effective as of the date first written above, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. COMPENSATION; TERM.

- a. Work under this Agreement shall begin on the date first written above and shall remain in effect for a period of one (1) year ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, the District may elect, in its sole discretion, to renew this Agreement on the same terms for two additional one year periods.
- b. As compensation for the Work, the District agrees to pay Contractor on a monthly basis in accordance with the fees set forth in **EXHIBIT A**. Contractor shall invoice the District monthly for Work performed during the prior month. All additional work or services, and related compensation, shall be governed by Section 7.c. of this Agreement.
- c. *Additional Work.* Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and 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 Additional Services Order ("ASO"). 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 ASO, an example of which is attached as **EXHIBIT C**. 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 pricing (attached as part of **EXHIBIT A**). 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 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 al. of the 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 and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid.

8. INSURANCE.

- a. The Contractor 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.
 - ii. Employer's Liability Coverage with limits of at least \$500,000 per accident or disease.
 - iii. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$2,000,000 combined single limit bodily injury and property damage liability, 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 \$1,000,000 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 the 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 shall have limits of at least \$2,000,000 per occurrence and \$2,000,000 on aggregate.
- b. The District, its staff, supervisors and consultants shall be named as additional insureds (except with respect to the Worker's Compensation Insurance). The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. 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 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.
- c. 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.

9. INDEMNIFICATION.

- a. The Contractor shall indemnify 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, resulting from third party claims arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, or representatives. Contractor's indemnification obligation expressly excludes any damage or loss directly caused by the negligence of indemnified parties hereunder.
- 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 consultants 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.

10. ENVIRONMENTAL ACTIVITIES. The Contractor agrees to use best management practices, consistent with 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.

11. ACCEPTANCE OF THE SITE. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the bid, 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, and except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. 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.

12. 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.

13. COMPLIANCE WITH GOVERNMENTAL REGULATION. 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.

14. 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 for breach of this Agreement, 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.

15. 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; 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.

16. 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.

17. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause 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 4 of this Agreement are taken, the District may terminate this Agreement immediately with 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.

18. PERMITS AND LICENSES. All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

19. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld, provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change or control or corporate

reorganization. Any purported assignment of this Agreement without such prior written approval shall be void.

20. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the 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. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the 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.

21. 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.

22. AGREEMENT. This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. To the extent of any inconsistency / conflict between this document, and the **EXHIBITS**, this document and the **EXHIBITS** shall be read in harmony to fulfill the intent of this Agreement, provided however that in the event of an irreconcilable inconsistency / conflict, this document shall control.

23. ENFORCEMENT OF AGREEMENT. In the event that either the District or the 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, mediation, or appellate proceedings.

24. 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 the Contractor.

25. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

26. NOTICES. Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

- A. If to the District:** Asturia Community
Development District
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544
Attn: Matthew Huber, District Manager
- With a copy to:** Hopping Green & Sams, PA
119 South Monroe Street, Suite 300
Tallahassee, FL 32301
Attn: Katie S. Buchanan, District Counsel
- B. If to Contractor:** SSS Down to Earth Opco, LLC,
d/b/a Down to Earth
5706 Bridle Path Lane
Tampa, Florida 33634-2328
Attn: Michael Mosler II, President

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 the Contractor may deliver Notice on behalf of the District and the 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.

27. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the 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 the 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 the Contractor and their respective representatives, successors, and assigns.

28. CONTROLLING LAW AND 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. Venue for any legal actions regarding this Agreement shall be Pasco County, Florida.

29. 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 **Matt Huber** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the 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 the 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 the Contractor, the 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 994-1001, INFO@RIZZETTA.COM, AND 5844 PASCO RD., SUITE 100, WESLEY CHAPEL, FLORIDA 33544.

30. 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.

31. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm’s length transaction. The District and the 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.

32. 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.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

**ASTURIA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

ATTEST:

**SSS DOWN TO EARTH OPCO, LLC,
D/B/A DOWN TO EARTH**

By: _____
Its: _____

Michael Mosler II, President

- Exhibit A:** Fee Schedule & Scope of Services
- Exhibit B:** Landscape Maintenance Area Maps
- Exhibit C:** Additional Services Order

EXHIBIT "A"
FEE SCHEDULE &
SCOPE OF SERVICES



Landscape Maintenance Proposal

Attn: Asturia CDD
c/o Rizzetta and Company
5844 Old Pasco Road – Suite 100
Wesley Chapel, Florida 33544

Submitted By: SSS Down To Earth Opco LLC
Director: Michael Mosler II

Asturia CDD

Landscape Maintenance Summary

Asturia – Phase 1

Basic Maintenance	\$ 86,964.00	Annually
Fertilization	\$ 10,044.00	Annually
Pest Control	\$ 3,864.00	Annually
Irrigation Inspection	\$ 9,708.00	Annually
Annuals	\$ 12,312.00	Annually
OTC - Medjools	\$ 924.00	Annually
Top Choice – All Zoysia, Parks, Comm. Ctr	\$ 2,556.00	Annually

Turf and Beds

Total Annually **\$ 126,372.00**

Total Monthly **\$ 10,531.00**

(Mulch will be invoiced lump sum after completion. It is not included in the monthly price.)

Mulch (Pine Bark)	\$ 14,052.00	Annually
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Asturia – Phase 2

Basic Maintenance	\$ 22,524.00	Annually
Fertilization/Pest Control	\$ 1,524.00	Annually
Pest Control	\$ 1,440.00	Annually
Irrigation Inspection	\$ 2,652.00	Annually

Total Annually **\$ 28,140.00**

Total Monthly **\$ 2,345.00**

(Mulch and fire ant treatment will be invoiced lump sum after completion. These services are not included in the monthly price.)

Mulch (Pine Bark)	\$ 2,652.00	Annually
Top Choice – All Zoysia, Parks, Comm. Ctr	\$ 1,752.00	Annually

Turf and Beds

Asturia – Phase 3 Ponds (1, 2, & 3)

Basic Maintenance	\$ 7,117.20	Annually
Irrigation Inspection	Included	Annually
Fertilization/Pest Control	Included	Annually

Total Annually **\$ 7,117.20**

Total Monthly **\$ 593.10**

Grand Total Annually **\$ 161,629.20**

Grand Total Monthly **\$ 13,469.10**

A. LANDSCAPE MAINTENANCE PROGRAM

a. Turfgrass Specifications

i. Mowing

1. Frequency of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance of the turf. Scheduled cuts missed due to inclement weather will be made up as soon as possible.
2. Zoysia Turf will be cut up to thirty- seven (37) times per year with a reel type mower.
3. St. Augustine Turf will be cut up to forty-four (44) times per year with a rotary type mower.
4. Bahia Turf will be cut up to thirty-four (34) times per year with a rotary type mower.
5. Mower blades will be kept sharp at all times to prevent the tearing of grass blades.
6. Turf growth regulators may be used to assist in maintaining a consistent and healthy appearance of the turf.
7. Various mowing patterns will be employed to insure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
8. Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance the health and vigor of turf.
 - a. Zoysia Turf will be cut to a mowing height of 1 to 1 ½ inches.
 - b. St. Augustine Turf will be cut to a mowing height of 4 ½ inches.
 - c. Bahia Turf will be cut to a mowing height of 3 to 4 ½ inches.

ii. Edging & Trimming

1. Contractor will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
2. Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris.
3. All walks will be blown after edging to maintain a clean, well-groomed appearance.
4. All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass.
5. "Hard" and "Soft" edging and string-trimming shall be performed in conjunction with turf mowing.
6. Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as

environmental conditions permit.

7. The areas associated with the swimming pool, pool deck, building entrances, porches and paved plaza areas shall be maintained free of debris, clippings and tree/shrub litter. Where turf and landscape abut paver areas, the landscape shall be clipped and edged to minimize encroachment onto pedestrian surfaces. When blowing off pool decks, the operation should occur to minimize to the extent possible any debris, fertilizer, mulch or any other materials into the pool.

iii. Debris Removal

1. Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering.
2. Removal of all landscape debris generated on the property during landscape maintenance is the sole responsibility of Contractor, at no additional expense to the Client.

iv. Fertilizer

1. Turf will be fertilized using a premium turf fertilizer containing minor elements. Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions.
 - a. Zoysia Turf will be fertilized three (3) times per year.
 - b. St. Augustine Turf will be fertilized four (4) times per year.
 - c. Bahia Turf will be fertilized two (2) times per year.
2. The fertilizer applications for St. Augustine turf must total no less than 5 lbs. of Nitrogen and 10 lbs. of Potash per 1000 square feet annually.
3. The fertilizer source will consist of 50% SCU (slow-release).
4. Two of the above referenced fertilizer applications will be performed in October/November and January/February which will specifically target the adjustment of existing soil conditions as indicated by the results of soil testing.
5. All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after application to prevent staining.
6. Soil testing of turf areas will be performed one (1) time per year to evaluate pH & nutrient content.

v. Insect, Disease, and Weed Control

1. Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of Contractor.
2. All products will be applied as directed by the manufacturers' instructions and in accordance with all state and federal regulations.
3. Contractor must possess and maintain an active certified Pest Control License issued through the Florida

Department of Agriculture and Consumer Services. Only trained applicators will apply agricultural chemicals.

4. Access to a water source on client's property must be provided for use in spray applications.
5. A pre-emergent herbicide will be applied to the turf two (2) times per year for weed control.
6. Two (2) annual applications of Talstar - Arena (or labeled equivalent) will be applied for control of chinch bugs and other insects detrimental to turf.
7. See Landscape Maintenance Schedule

b. Plant Material

i. Shrubs

1. All pruning and thinning will be performed twelve (12) times per year to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
2. All grasses shall be pruned off of curbs, sidewalks, and turf on a monthly basis throughout the community. Spartina-the first row of grasses in improved beds shall be pruned back in conjunction with annual pine straw application.
3. Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
4. Any plant material that is damaged or obstructing traffic (e.g., pedestrian, automobile) will be pruned as needed.
5. Clippings are to be removed by Contractor following pruning.
6. Multi-Use Path – Prune and remove vegetation within a 5' area of each side of the multi-use path.

ii. Tree Maintenance

1. Small Trees (up to 10 ft. in height) will be trimmed and shaped, including removal of interior sucker branches and dead wood two (2) times per year.
2. Medium Trees (up to 20 ft.) - will be cleared of sprouts from trunk four (4) times per year. "Lifting" of limbs up to 8 feet above the ground is included. - Tree Form Ligustrum and Crape myrtles will require sucker removal no less than twelve (12) times Per year.
3. Large Trees (over 20 feet in height) -will be cleared of sprouts from trunk one (1) time per year. "Lifting" of limbs up to 8 feet above the ground is included.
4. Palm Trees - All palms must be pruned as follows:
 - a. One (1) thorough, uniform pruning including removal of seed pods of all palms will occur in August.
 - b. Sabal and Washingtonia Palms will be pruned to 10/2 form and all others will be pruned to 9/3 form.

- c. Crape Myrtle Pruning - Crape Myrtles will be pruned before the emergence of spring growth to promote vigorous blooming and desired size and shape; branches will be trimmed back individually. Crape Myrtles shall not be butchered back, but shall be professionally pruned.
 - 5. Trees on Pool Deck – All trees within the pool deck area shall be maintained and pruned to minimize conflicts with pool lighting. The minimum footcandles required for night swimming along the wet deck area (4' from the pool coping face) shall NOT be obscured by limbs and/or fronds. The Maintenance Provider shall provide quarterly nocturnal light meter readings to ensure that tree fronds and/or limbs do not impact the minimum lighting requirements. If readings fall below the required illumination the growth obscuring minimum readings shall be trimmed per the trimming specifications above.
- iii. Edging and Trimming
 - 1. Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
 - 2. "Weedeating" type edging will not be used around trees.
- iv. Insect, Disease and Weed Control
 - 1. Plants will be treated chemically as needed to effectively control insect infestation and disease as environmental and horticultural conditions permit. In extraordinary cases where disease or pests resist standard chemical treatments (e.g., Asian Scale [*cycad aulacaspis scale*] infestations on Sago Palms), Contractor will offer suggestions and apply best course of action.
 - 2. Open ground in plant beds will be treated by manual or chemical means to control weed pressure as environmental, horticultural, and weather conditions permit.
 - a. A pre-emergent herbicide will be applied to open ground in plant beds two (2) times per year to improve weed control. In addition, all Cordgrass common areas will include two (2) pre-emergent and two (2) post-emergent weed control applications. All grass beds will be weeded once per month.
 - 3. Contractor will maintain a log listing all applications and will have Material Safety Data Sheets (MSDS) available for each product used on the Client's property.
 - 4. The Client must provide access to a suitable water source on their property for use by Contractor in spray applications.
- v. Fertilization
 - 1. Shrubs and ground cover will be fertilized per the attached maintenance schedule-utilizing a product specifically

formulated for ornamental plants and containing a balanced minor nutrient package. The Nitrogen source will typically consist of 100% slow-release product Fertilization typically occurs evenly throughout the growing season, according to environmental conditions.

2. Cordgrass shall be fertilized one (1) time per year utilizing a balanced fertilizer at recommended rates.
3. Trees will be fertilized utilizing a balanced tree fertilizer at recommended rates according to the size of the trees:
 - a. Standard Palms (including Washington) will be fertilized four (4) times per year.
 - b. Specialty Palms (including Medjool) will be fertilized four (4) times per year using a product specifically formulated for palms with 100% slow-release at 1 lbs. of Nitrogen per inch of tree caliper.
 - c. Canopy Trees (including Oaks) will be fertilized one (1) times per year at 1 lb. Nitrogen per inch tree caliper.
 - d. Soil testing of ornamental bed areas will be performed one (1) time per year to evaluate pH and nutrient content.

c. Irrigation

- i. A Contractor technician will inspect the performance of the Client's sprinkler system one (1) time per month. This inspection will include sprinkler heads, timer mechanism, and each zone. In addition the system will be inspected visually for hot spots and line breaks with each additional visit to the property. A monthly irrigation inspection report will be turned in to the designated District representative. This report shall include quantities of heads replaced due to normal wear and tear, as well as heads replaced due to mowing/pruning operations.
- ii. All batteries for battery operated valves shall be replaced throughout the year as needed.
- iii. Irrigation rotors and spray nozzles will be kept free of grass and unobstructed by other plant material to ensure proper performance.
- iv. Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
- v. Contractor will promptly inform the client of any system malfunction or deficiencies.
- vi. Repairs for items such as head replacement, broken lines, pumps or timers will be performed within the scope of this contract at no additional expense to the District.
- vii. Water from irrigation system shall be tested one (1) time per year to assure proper fertilization programs and pH adjustment programs are in place.
- viii. Irrigation schedules shall be provided to the designated District representative, and must comply with current regulations and restrictions.

- ix. Contractor shall monitor the irrigation systems and submit all reports and data required by SWFWMD in regard to the Consumptive Use Permit (as applicable).
 - x. There are some areas on site that do not have irrigation. The contractor shall be responsible for the hand watering of these areas in order to provide adequate water for the turf or plantings.
- d. Mulching
- i. Mulch will be replaced to a depth of 2 to 3 inches one (1) time per year in March. Pine straw mulch shall be used. If appearance needs to be freshened between replenishments, this can be accomplished with a simple light raking.
- e. Annuals
- i. Annuals will be changed four (4) times per year. Fungicides and insecticides will be applied as needed to maintain healthy planting beds.
 - ii. All beds are to be roto-tilled to a depth of eight to ten inches before installing new flowers.
 - iii. Annual flower beds will be serviced 22 times per year to remove flowers that are fading or dead ("deadheading") to prolong blooming time and to improve the general appearance of the plant.
 - iv. Annual soil mix will be replenished one (1) time per year. One cubic yard of annual soil mix will be added for every 275 square feet of annuals.
 - v. Contractor will mix mycorrhizal fungi and an approved annual flower mix fertilizer in the soil material while roto-tilling prior to installing new flowers.
 - vi. Fertilization - all annuals will be fertilized at time of installation using a balanced controlled release fertilizer at the label rate. Periodically, as weather and conditions dictate, this will be supplemented with a soluble liquid fertilizer to enhance flowering and plant vigor.
- f. General Clean-up
- i. General site detailing will be performed as follows:
 1. All landscape beds and hard surfaces will be manually and/or chemically controlled for weeds on a weekly basis to create a weed free appearance.
 2. Landscaped areas will be policed during regular weekly visits fifty-two (52) times per year to remove trash, limbs, and foreign objects, as well as to perform general clean-up.
 3. Hardscapes will be treated for crack weeds fifty-two (52) times per year. Blowing and/or vacuuming of debris will be performed in those areas adjacent to routinely serviced landscaped areas, including walks, common areas, etc. in conjunction with mowing operations.
 4. All drains (including pool deck drains\trench drains) shall remain free of debris so that runoff and stormwater flow is maintained.

g. Project Services

- i. Natural Areas - The visible areas (within 5' of existing bed or sod lines) of natural vegetation, as designated on the site map, shall be kept free of dead branches or unsightly weeds and vines that detract from the appearance of the landscape. Particular attention will be given to invasive grape vines through manual and/or chemical means. This shall include both sides of the "living wall".
- ii. Stormwater Pond Outfalls – Maintain a clear zone of 10' around all stormwater discharge structures. Maintain netting at structure to prevent carp from escaping from the stormwater ponds. Carp netting shall be replaced no less than once per year.
- iii. Multi-Use Path – Prune and remove vegetation within a 5' area of each side of the multi-use path.
- iv. Amenity Center – Hatched area in graphic contained in Exhibit B indicates the maintenance limits which include:
 1. Pool Deck and Plaza Area between Fitness and Social Club
 2. Play Field, Perimeter Buffer(s), and Parking Area
 3. Building Frontage along Promenade Parkway
 4. Multi-Use Path

B. ADDITIONAL SERVICES

- a. It is the intent of this solicitation to provide an all-inclusive landscape and irrigation maintenance contract. If there are any additional services required, these services shall only be performed subsequent to the written authorization of the District representative.

C. PERSONNEL

- a. Contractor must employ an Operations Manager who holds a college degree in horticulture or a related field with a minimum of ten years industry experience, to oversee the onsite managers) and landscape personnel.
- b. Contractor will provide all labor, transportation and supervision necessary to perform the work described herein.
- c. Landscape service personnel will wear clean uniforms of consistent design and color, in order to convey a professional and identifiable appearance while onsite.
- d. Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- e. Personnel will be licensed for all applicable maintenance functions, including any pesticide applications, as required by law.
- f. Contractor recognizes that its personnel are perceived as representatives of the Client while on the Client's property and, as such, will conduct themselves in an efficient, well-mannered, well-groomed and workmanlike manner at all times.
- g. Any damage caused by Contractor personnel shall be repaired promptly at no cost to Client.

- h. Contractor *can* reserve the right to utilize qualified subcontractors at any time during this contract period for palm pruning, sod replacement, and mulch installation.
- i. All work performed by Contractor will be coordinated with the Client to minimize disruption and to maximize safety to people and vehicular traffic on the property.

D. CONTRACTOR'S VEHICLES AND EQUIPMENT

- a. Contractor service vehicles must be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- b. All Contractor vehicles must operate in a safe and courteous manner while on Client's property. Pedestrians have the right-of-way, and service vehicles are expected to yield.
- c. All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- d. Tools and equipment must be properly suited for their purpose and used in a safe manner utilizing the appropriate safety gear when necessary.

E. ADDITIONAL PROVISIONS

- a. Landscape inspections will be conducted weekly followed by a monthly written report by an authorized Contractor representative. Contractor will document and correct any landscape maintenance deficiencies that are identified within one week, or provide a status update for work requiring a longer period to accomplish.
- b. Contractor will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.
- c. Contractor and Client agree that Contractor is an independent contractor and, as such, shall assume liability for its own withholding taxes, social security taxes, unemployment taxes, licenses and insurance pertaining to its employees or operations.
- d. Contractor shall maintain applicable licenses and permits within the cities, counties and states of operation.
- e. Contractor will be proactive in identifying any landscape site conditions that affect long-term plant health and vigor and will advise Client accordingly. Contractor does not provide any warranty, whether express or implied, pertaining to the improvement or survival of the planted or sodded areas; furthermore, this proposal does not include any allowance for tree, shrub, or plant replacement. Contractor will only be responsible for replacement of plant material that dies as a direct and identifiable result of improper maintenance practices.
- f. As applicable, Contractor agrees to pay all sales taxes on materials supplied. The Client agrees that if sales taxes become applicable to the services or any portion(s) thereof, they will pay these taxes in addition to the fees quoted in the Landscape Maintenance Service Agreement

F. SPECIAL PROVISIONS

- a. The Contractor will have experience maintaining residential CDD properties and/or MHOA properties with 1,000 or more home sites.
- b. At the commencement of the contract, the Contractor shall provide an annual schedule for key items such as mowing, pruning, fertilization, irrigation inspections, etc.
- c. Contractor will have in-house resources for irrigation maintenance/repairs, fertilization, and insect and disease control

EXHIBIT "B"
MAINTENANCE MAPS



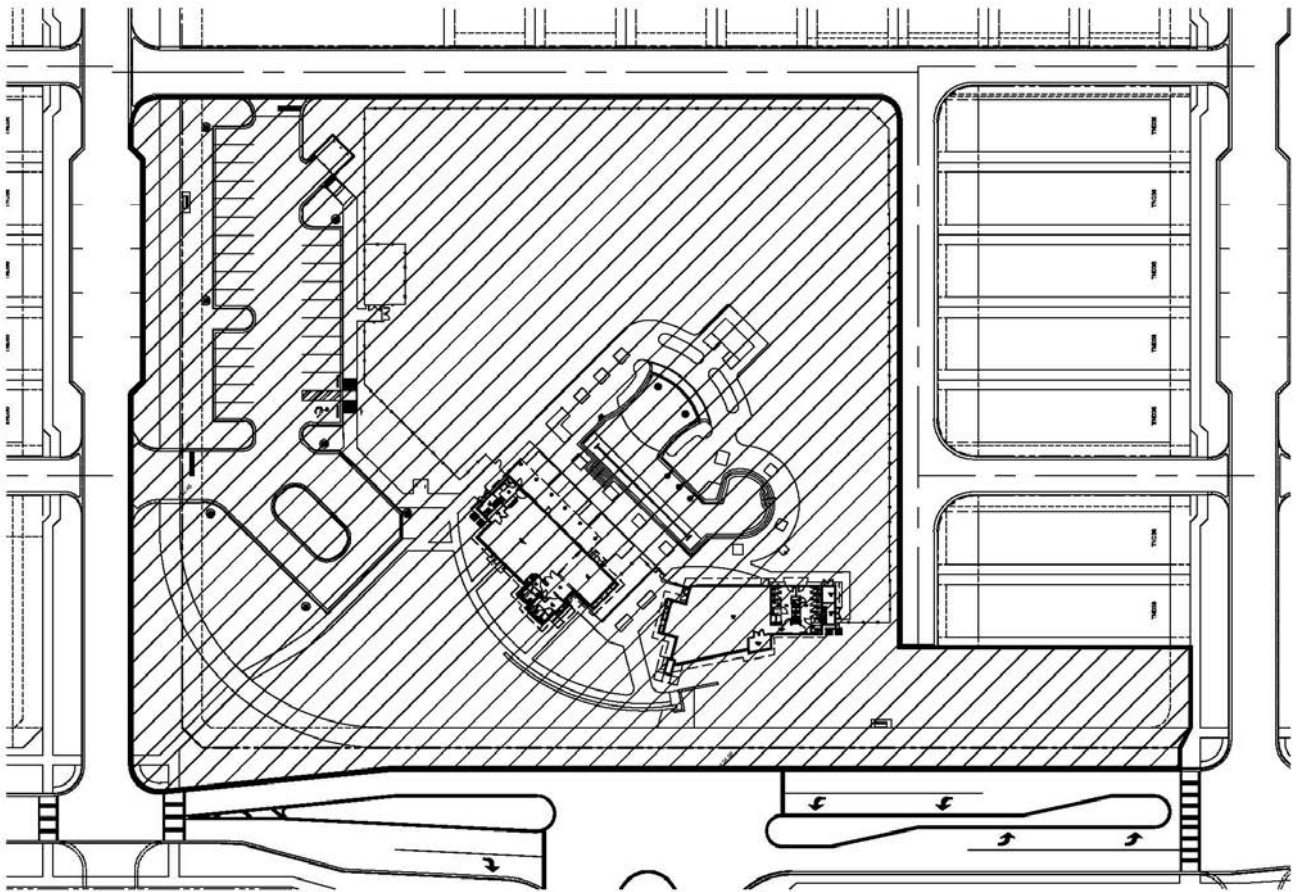


EXHIBIT "C"
FORM OF ADDITIONAL SERVICES ORDER

ASTURIA CDD
ADDITIONAL SERVICES ORDER (ASO)

FOR ILLUSTRATION PURPOSES ONLY. DO NOT USE THIS FORM
 -Contact District Manager For Finalized Form-

Contractor's Name: _____		Date: MM/DD/YYYY
Project Manager: _____		ASO #: 01 _____
Project Manager's Email: _____	District Manager: <u>Matt Huber</u>	
Contractor's Address: _____	District Manager's Email: mhuber@rizzetta.com	
Contractor's Phone: _____	District Address: 5844 Old Pasco Road Wesley Chapel, FL 33544	
Contractor's Facsimile: _____	District Phone: (813) 994-1001	

Item #	Item Description	Unit	Unit Cost	Quantity	Total
1			\$0.00	0.00	\$0.00
2			\$0.00	0.00	\$0.00
3			\$0.00	0.00	\$0.00
4			\$0.00	0.00	\$0.00
5			\$0.00	0.00	\$0.00

Net Change: \$0.00

Amount This ASO:	\$0.00
ASO Amount To Date:	\$0.00
Original Agreement Amount:	\$0.00
Revised Agreement Amount:	\$0.00

Reason for Additional Services Order, Please Explain:

Additional Specifications:

In the event of a conflict between the terms and conditions set forth in this Additional Services Order with the terms and conditions in the Agreement, the terms and conditions of the Agreement will govern and the conflicting terms contained in the Additional Services Order will be disregarded. The District reserves the right to modify the Additional Services Order Form at any time.

Original Agreement: Asturia Community Development District – Landscape Maintenance Services Agreement

Signed & Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Additional Services Order to be effective as of the later of the two dates set forth below.

OWNER:

CONTRACTOR:

ASTURIA COMMUNITY DEVELOPMENT DISTRICT,
a local unit of special-purpose government

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tab 13

ALL DONE SERVICES, INC.

5217 Swallow Dr. Land O'Lakes, Florida 34639 813-536-1248 email: hxodom@aol.com

Licensed and Insured

PROPOSAL FOR CLEANING SERVICES DESCRIBED BELOW

Date: August 14, 2019

Prepared for: Asturia CDD

14575 Promenade Pkwy.

Odessa, FL 33556

Quote prepared by: Harold Odom

CLEANING STANDARDS FOR ASTURIA CDD FACILITIES

Gym/Fitness Center Building

Services Performed Each Visit:

- Control floor appearance by vacuuming, sweeping and mopping as necessary. Entire floor to be mopped each visit.
- Empty waste containers and wipe containers as necessary.
- Clean and polish drinking fountains.
- Wipe down exercise equipment with disinfectant.
- Clean mirrors.
- Clean fingerprints and smudges from glass on entry doors; wipe window ledges as necessary.
- Visually inspect entire area for special attention.
- Turn off lights upon leaving the area. (Doors Lock Automatically)

Fitness Center Bathroom Services Each Visit:

- Clean and sanitize sinks, counters, and restroom fixtures including faucets, toilets (inside bowls and outside areas) and urinals. Wipe door handles with disinfectant.
- Clean and polish mirrors, glass and chrome.
- Empty waste containers and wipe containers as necessary.
- Restock supplies furnished by Asturia CDD—toilet paper, paper towels, soap and feminine product disposal bags.
- Sweep and then mop floor with germicidal disinfectant.

Activity/Community Center Building

Services Performed Each Visit:

- Empty waste containers and wipe containers as necessary.
- Damp wipe table tops and counters, removing items to clean under and behind. Damp wipe cabinets as needed.
- Clean and sanitize sink. Polish stainless steel.
- Damp wipe exterior of refrigerator and microwave oven.
- Control floor appearance by vacuuming, sweeping and mopping as necessary. Entire floor to be mopped no less than once per week.
- Clean fingerprints and smudges from entry doors; wipe window ledges as necessary.
- **BATHROOM:** 1) Clean and sanitize sinks, counters and restroom fixtures including faucets, toilets (inside bowls and outside areas) and urinals. 2) Clean and polish mirrors, glass and chrome. 3) Empty waste containers and wipe containers as necessary. 4) Wipe door handles with disinfectant. 5) Restock supplies furnished by Asturia CDD—toilet paper, paper towels, soap and feminine product disposal bags. 6) Sweep and mop floor with germicidal disinfectant.
- Visually inspect entire area for special attention—dust, fingerprints on glass or walls, unusual soil, etc.

Pool Deck

Service Performed Each Visit:

- Put chairs, lounges and tables in order.
- Wipe tables as necessary.
- Empty trash containers.
- Pick up trash strewn on deck area.

FEE SCHEDULE /CONTRACTUAL TERMS

FEE: \$700 Per Month (Plus Applicable State and County Sales Tax.)
Price includes routine interior cleaning and pool deck maintenance twice per week per the attached cleaning standard document prepared for Asturia CDD.

TERMS: Billed Monthly (1st through end of month)
Net 30 days

EARLY TERMINATION: This agreement may be terminated by either party within the first 30 days from the beginning of the agreement without any penalty.

It is understood that this agreement is to become effective on _____. This agreement shall remain in force for a period of one year, thereafter continuing on a month to month basis, until either party gives the other party thirty days notice of cancellation in writing. Such notice may not be given prior to the initial one year term, other than the early termination agreement noted above. The monthly service fee is protected for one year.

All Done Services, Inc. employees observe the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Scheduled work on those holidays listed will be billed as an extra charge.

This agreement is transferable.

All Done Services, Inc.

Asturia CDD

Date _____

Clean Sweep Supply



June 22, 2019

Astoria
14575 Promenade Pkwy
Odessa, Fl. 33556

Attn: Ivette

First, we would like to thank you for your time and consideration of Clean Sweep for your janitorial needs. Clean Sweep has been in business for thirty five years and we have been very involved with the diocese of St Petersburg for most of those years. We currently maintain facilities at St. Mary's Catholic Church, St. Mark's Catholic Church and Incarnation Catholic Church and School. All of our employees are covered under our liability and workman comp insurances; they are also back ground checked prior to being hired. Clean Sweep also uses time keeping software called Express Time to track when our employees are in your building. Your bid specifications are as follows:

RESTROOMS

- Clean and disinfect toilets, urinals, counters and sinks
- Clean mirrors
- Wipe down partitions – *weekly*
- Sweep and mop tile floors using neutral germicide
- Empty trash and replace liners as needed
- Clean exhaust vents
- Replenish towel, toilet tissue and hand soap dispensers as needed

SNACK BAR/KITCHEN

- Empty trash containers and replace liners
- Clean tables and chairs
- Sweep and mop tile floors with neutral germicide
- Clean counters and sinks with foamy disinfectant
- Dust all window sills and ledges
- Clean dishes in sinks

FRONT ENTRANCE, CLUBHOUSE AND BACK POOL AREA

- Empty any trash and replace liners as needed
- Sweep and mop tile floors
- Clean glass entry doors
- Straighten chairs and magazines in lobby area
- Vacuum all carpets
- Front entrance free of cobwebs
- Sweep front entrance area
- Straighten all exterior tables and chairs, pool area
- Empty and replace liners exterior trash containers, pool area

FITNESS ROOM

- Floor to be swept and mopped
- Entrance glass to be cleaned daily
- Front entrance to be swept
- Entrance mats vacuumed
- Drinking fountains cleaned
- Empty trash and replace liners as needed
- Dust window sills and ledges

RESTROOMS – FITNESS ROOM AND POOL (2)

- Clean and disinfect toilets, urinals, counters and sinks
- Clean mirrors
- Wipe down partitions – *weekly*
- Sweep and mop tile floors using neutral germicide
- Empty trash and replace liners as needed
- Clean exhaust vents
- Replenish towel, toilet tissue and hand soap dispensers as needed

Clean Sweep to provide proof of insurance coverage showing Asturia as additional insured.

Clean Sweep employees will be of clean and neat appearance wearing uniform shirts.

Clean Sweep to secure building and set alarm upon completion.

Clean Sweep to provide all labor, chemicals and equipment.

Monthly Cost: Two weekly visits, \$1,125.00
Fitness, pool and Clubhouse area two days per week
Days of service are Tuesday and Thursday.
Receive additional 2% discount on cleaning invoice if
Asturia purchases paper supplies thru Clean Sweep

Tab 14



FitRev Inc.
 4424 N. Lois Ave - Tampa, Florida 33614 -
 Phone: 8138702966 - Fax: 8138702896 - Email: sales@fitrev.com

QUOTE

Quote	Date	Sales Rep:
AAAQ26137	08/21/19	Tyler Johnson

Sold To:

Asturia Amenity Center HINES
 Ivette Fernandez
 14575 Promenade Pkwy
 Odessa, FL 33556

Phone: 813-510-3601
Fax:

Ship To:

Asturia Amenity Center HINES
 Ivette Fernandez
 14575 Promenade Pkwy
 Odessa, FL 33556

Phone: 813-510-3601
Fax:

Qty	Manuf.	Manuf #	Description	Unit Price	Ext. Price
1	Precor	PWDPL0802	Discovery™ Series Plate-Loaded Line_Smith Machine_DPL0802_NA	\$4,450.00	\$4,450.00
1	Precor	PWDBR0119	Discovery™ Series Benches & Racks Line_Multi-Adjustable Bench_DBR0119_NA	\$1,200.00	\$1,200.00
1	TAG	RBR-SET	TAG Rubber Plate 255lb Set (2ea-2.5,10,25,35,45 & 4ea-5's)	\$510.00	\$510.00
1	Shipping	Shipping	Shipping and Handling	\$350.00	\$350.00
1	Installation	Installation	Installation	\$500.00	\$500.00
1	Discount	Discount1	Preferred Customer Discount	-\$1,000.00	-\$1,000.00
				SubTotal	\$6,010.00
				Sales Tax	\$396.20
				Total	\$6,406.20



Please contact me if I can be of further assistance.

This quote becomes an order with signature. (see below for terms).

Signed:

Name: _____

Desired Week of Delivery? _____

Terms: This Order require a 50% deposit and balance paid upon completion of Installation.

Flooring orders require a 50% deposit and remaining balance due BEFORE shipping

FLOORING INSTALLATIONS ARE HANDLED BY A 3rd PARTY VENDOR AND IS NOT THE RESPONSIBILITY OF FITREV.

These terms are acknowledged with signature unless otherwise stated in writing and signed in acknowledgement by a FitRev Officer or Operations Manager.

Purchase Orders in lieu of payment MUST be provided before order will be processed.

If lease, order is contingent upon customer obtaining financing from lease company and order will not be processed until a purchase order has been received.

Restocking Fee:

25% charge on all cancelled Cardio equipment

50% charge on all cancelled Strength equipment

Extractions are an additional cost. Cost is based on the list of equipment to be extracted.

Custom and logo items are not returnable and payment in full will be required.

All orders remain 100% property of FITREV until paid in full

Quote is valid for 90 days unless otherwise stated

Tab 15

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.

ASTURIA COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Asturia Community Development District was held on **Tuesday, May 28, 2019 at 1:00 p.m.** at the Asturia Clubhouse, located at 14575 Promenade Parkway, Odessa, FL 33556.

Present and Constituting a Quorum:

Lane Gardner	Board Supervisor, Chairman
Lee Thompson	Board Supervisor, Asst. Secretary
Matthew Gallagher	Board Supervisor, Asst. Secretary

Also Present Were:

Matt Huber	District Manager, Rizzetta & Company, Inc.
Sarah Warren	District Counsel, Hopping Green & Sams, PA
Sean Manson	Construction Manager, Hines
Ivette Fernandez	Clubhouse & Amenities Manager, Rizzetta & Company, Inc.

Audience	Present
----------	----------------

FIRST ORDER OF BUSINESS

Roll Call

Mr. Huber called the meeting to order and performed roll call confirming a quorum for the meeting.

SECOND ORDER OF BUSINESS

Public Comments

The audience mentioned the following items: they would like an introduction of each board member, update regarding traffic enforcement, when will the pathway to Publix be open, signs regarding golf carts, hogs on Aviles, trap on Longbow, review of fitness equipment for possible change out, Aviles and Possadin add a bench next to dog park and two trees.

44 **THIRD ORDER OF BUSINESS**

**Consideration of Minutes of Board of
Supervisors Regular Meeting held on
February 26, 2019**

45
46
47
48 Mr. Huber presented the Minutes of the Board of Supervisors regular meeting held
49 on February 26, 2019.

50
On a Motion by Mr. Thompson, seconded by Mr. Gardner, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors Regular Meeting held on February 26, 2019, as amended, for Asturia Community Development District.

51
52 **FOURTH ORDER OF BUSINESS**

**Consideration of Operation and
Maintenance Expenditures for February
2019, March 2019 and April 2019**

53
54
55
56 Mr. Huber presented the Operation and Maintenance Expenditures for February 2019,
57 March 2019 and April 2019 to the Board of Supervisors.

58
On a Motion by Mr. Gardner, seconded by Mr. Thompson, with all in favor, the Board of Supervisors approved the Operation and Maintenance Expenditures for February 2019 in the amount of \$46,987.39, March 2019 in the amount of \$83,097.58 and April 2019 in the amount of \$43,227.05, for Asturia Community Development District.

59
60 **FIFTH ORDER OF BUSINESS**

Ratification of Requisitions

61
62 Mr. Huber presented the Requisitions to the Board of Supervisors.

63
On a Motion by Mr. Gardner, seconded by Mr. Thompson, with all in favor, the Board of Supervisors Ratified the Requisitions, for Asturia Community Development District.

64
65 **SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2019-04,
Approval of proposed budget**

66
67
68 Mr. Huber presented Resolution 2019-04, Approval of proposed budget Board of
69 Supervisors.

70
On a Motion by Mr. Thompson, seconded by Mr. Gardner, with all in favor, the Board of Supervisors approved Resolution 2019-04, Approval of proposed budget, for Asturia Community Development District.

71
72
73
74

SEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Warren presented Resolution 2019-05, updating Boundary Amendment to the Board of Supervisors.

On a Motion by Mr. Gardner, seconded by Mr. Thompson, with all in favor, the Board of Supervisors approved Resolution 2019-05, updating Boundary Amendment, for Asturia Community Development District.

Discussion of roads and County or CDD ownership, as it applies to law enforcement.

Discussion of Stop sign and traffic inspection for agreement.

Discussion of golf carts in CDD.

B. District Engineer

Not Present and No Report at this time.

C. Field Manager Report

Mr. Huber presented the Monthly Maintenance Inspection Report to the Board of Supervisors.

Mr. Huber presented the February, March and April Aquatics Report to the Board of Supervisors.

D. Clubhouse Manager Report

The Clubhouse Manager presented her report to the Board of Supervisors.

E. District Manager

Mr. Huber advised the Board of their upcoming meeting on June 25, 2019 will be 6:00 p.m.

EIGHTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Thompson, seconded by Mr. Gardner, with all in favor, the Board adjourned the Board of Supervisors' meeting at 1:54 p.m., for Asturia Community Development District.

Secretary/Assistant Secretary

Chairman/Vice-Chairman

Tab 16

ASTURIA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

Operation and Maintenance Expenditures May 2019 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2019 through May 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$64,959.21**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Asturia Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2019 Through May 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Alli Gross	002095	050119-Gross	Refund Rental Deposit 05/19	\$ 250.00
Arlisa's Events LLC	002090	10080274	Catering Services 04/19	\$ 107.00
Asturia CDD	CD024	CD024	Debit Card Replenishment	\$ 489.88
Blue Water Aquatics, Inc.	002103	25231	Aquatic Services 04/19	\$ 640.00
Christina Davis	002105	050419-Davis C	Refund of Rental Deposit 05/19	\$ 250.00
Christine Harodeck	002110	050419-Harodeck	Refund of Rental Deposit 05/19	\$ 250.00
County Sanitation	002091	10423428	Clubhouse Dumpster 05/19	\$ 34.00
DCSI, Inc	002107	25552	Service Call - Camera Repairs 05/19	\$ 210.00
DCSI, Inc	002107	25569	Alarm Monitoring Service 05/19	\$ 59.99
Duke Energy	002087	02017 22358 03/19	000 Aviles Parkway Lite 03/19	\$ 3,203.13
Duke Energy	002092	Duke Electric Summary 04/19	Duke Electric Summary 04/19	\$ 1,995.29

Asturia Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2019 Through May 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Duke Energy	002117	13808 69448 04/19	14721 State Rd 54 Lite 04/19	\$ 6,753.75
Duke Energy	002118	F3173639602	Adding a Street Light 2524 Claymore St PH1A 05/19	\$ 2,441.29
Florida Department of Health Pasco county	002093	51-BID-4142850 19/20	Swimming Pool Permits 51-60-1609022 19/20	\$ 280.00
Florida Department of Revenue	002094	85-8016529160C-9 04/19	Sales & Use Tax 04/19	\$ 24.06
Hancock Bank	002096	33160	Trustee Fees CDD 18A-2 05/02/19 - 11/01/19	\$ 1,250.00
Hancock Bank	002096	33253	Trustee Fees CDD 14A 11/02/18 - 05/01/19	\$ 2,000.00
Hancock Bank	002096	33259	Trustee Fees CDD 16A-1 11/02/18 - 05/01/2019	\$ 1,000.00
Hopping Green & Sams	002097	107106	General Legal Services 03/19	\$ 475.71
Jerry Richardson	002114	1225	Hog Removal Service 05/19	\$ 2,050.00
Kelli Katsimbrakis	002120	052119-Katsimbrakis	Refund Rental Deposit 05/19	\$ 250.00
Miguel Velazquez	002102	050119-Velazquez	Refund Rental Deposit 05/19	\$ 250.00
Pasco County	002089	Water Summary 03/19	Water Summary 03/19	\$ 664.30

Asturia Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2019 Through May 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Pasco County	002111	11895375	0956650 14575 Promenade Parkway 04/19	\$ 9,479.41
Pasco County	002111	11895376	0956655 14502 Promenade Parkway 04/19	\$ 59.07
Pasco County Property Appraiser	002088	040119	Non-Ad Valorem Annual Dues 05/19	\$ 150.00
Rebecca Davis	002106	050419-Davis R	Refund of Rental Deposit 05/19	\$ 250.00
Rizzetta & Company, Inc.	002098	INV0000040308	District Management Fees 05/19	\$ 4,391.67
Rizzetta Amenity Services, Inc.	002099	INV00000000006243	Amenity Management Services 05/19	\$ 3,929.18
Rizzetta Amenity Services, Inc.	002099	INV00000000006273	Out Of Pocket Expenses 04/19	\$ 50.00
Rizzetta Amenity Services, Inc.	002112	INV00000000006304	Amenity Management Services 05/19	\$ 3,240.70
Rizzetta Technology Services, LLC	002100	INV0000004354	Email Hosting & Website Services 05/19	\$ 190.00
Shane Farrar	002119	052119-Farrar	Refund of Rental Deposit 05/19	\$ 250.00
Shred360	002121	1900602	Shredding Services Community Event 03/19	\$ 600.00
Spectrum	002086	065826701042319	14575 Promenade Pkway 04/19	\$ 230.24

Asturia Community Development District

Paid Operation & Maintenance Expenditures

May 1, 2019 Through May 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
SR 54 Land Associates	002113	ACDD05052019	Reimbursement for Cinco de Mayo Event 05/19	\$ 644.68
SSS Down To Earth Opco LLC	002108	32987	Grounds Maintenance 04/19	\$ 12,876.00
Staples Advantage	002101	8052357802	Office/Cleaning/Maintenance Supplies 12/18	\$ 79.00
Stellar Electrical Services, LLC	002115	04172019001	Landscape Lighting Troubleshoot & Receptacle Repair 04/19	\$ 391.54
Stellar Electrical Services, LLC	002115	04222019001	Landscape Lighting Repair 04/19	\$ 286.78
Stellar Electrical Services, LLC	002115	04242019003	Landscape Light Fixture LED Driver Replace - 05/19	\$ 413.64
Tampa Poop 911 LLC	002104	A042019	Weekly Clean Pet Waste Stations & Trash Cans 04/19	\$ 540.15
TCF Equipment Finance	002116	6013848	Exercise Equipment Lease 05/19	\$ <u>1,978.75</u>
Report Total				\$ <u>64,959.21</u>

ASTURIA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

Operation and Maintenance Expenditures June 2019 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2019 through June 30, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$39,298.83**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Asturia Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2019 Through June 30, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Aida Nazario	002131	060419-Nazario	Refund of Rental Deposit 06/19	\$ 250.00
Best Termite & Pest Control, Inc.	002123	958784	Pest Control 04/19	\$ 56.38
Best Termite & Pest Control, Inc.	002123	964095	Pest Control 05/19	\$ 55.00
Blue Water Aquatics, Inc.	002124	25357	Aquatic Services 05/19	\$ 640.00
DCSI, Inc	002127	25598	Service Call - Replaced Gym Camera 05/19	\$ 399.00
DCSI, Inc	002127	25640	Service Call - Access/Gate Repairs 05/19	\$ 218.00
DCSI, Inc	002139	25708	Alarm Monitoring Service 06/19	\$ 59.99
Disclosure Services, LLC	002145	1	Amortization Schedule 2016A-2 & 2018A 11-1-18	\$ 500.00
Duke Energy	002128	02017 22358 04/19	000 Aviles Parkway Lite 04/19	\$ 3,203.71
Duke Energy	002129	Duke Electric Summary 05/19	Duke Electric Summary 05/19	\$ 2,055.24
Duke Energy	002140	13808 69448 05/19	14721 State Rd 54 Lite 05/19	\$ 6,753.75

Asturia Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2019 Through June 30, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Department of Revenue	002141	85-8016529160C-9 05/19	Sales & Use Tax 05/19	\$ 25.38
Hopping Green & Sams	002130	107763	General Legal Services 04/19	\$ 1,695.00
Hungry Harrys Famous BBQ LLC	002146	007-0319	Catering Services for 4th of July Event 07/03/19	\$ 1,186.75
Lee R. Thompson	002122	LT052819	Board of Supervisors Meeting 05/28/19	\$ 200.00
Nuccio Heating & Air Conditioning, Inc.	002132	5143	Maintenance & Repairs 05/19	\$ 478.00
Pasco County	002133	Water Summary 04/19	Water Summary 04/19	\$ 1,244.10
Pasco County	002143	12033918	0956650 14575 Promenade Parkway 05/19	\$ 4,555.37
Pasco County	002143	12033919	0956655 14502 Promenade Parkway 05/19	\$ 60.95
Patricia McManus	002142	061119-McManus	Refund of Rental Deposit 06/19	\$ 250.00
Rizzetta & Company, Inc.	002134	INV0000041051	District Management Fees 06/19	\$ 4,391.67
Rizzetta Amenity Services, Inc.	002135	INV00000000006336	Amenity Management Services 05/19	\$ 2,942.10

Asturia Community Development District

Paid Operation & Maintenance Expenditures

June 1, 2019 Through June 30, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta Amenity Services, Inc.	002144	INV00000000006367	Out Of Pocket Expenses 05/19	\$ 50.00
Rizzetta Amenity Services, Inc.	002147	INV00000000006400	Amenity Management Services 06/19	\$ 3,904.30
Rizzetta Technology Services, LLC	002136	INV0000004439	Email Hosting & Website Services 06/19	\$ 190.00
Spectrum	002125	065826701052319	14575 Promenade Parkway 05/19	\$ 230.24
Suncoast Pool Service	002137	5251	Monthly Pool Service 05/19	\$ 870.00
Tampa Poop 911 LLC	002126	A052019	Weekly Clean Pet Waste Stations & Trash Cans 05/19	\$ 540.15
TCF Equipment Finance	002148	6055536	Exercise Equipment Lease 06/19	\$ 1,978.75
Vanguard Cleaning Systems of Tampa Bay	002138	83346	Monthly Service 05/19	<u>\$ 315.00</u>
Report Total				<u>\$ 39,298.83</u>

ASTURIA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

Operation and Maintenance Expenditures July 2019 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2019 through July 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$85,815.80**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Asturia Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2019 Through July 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Amber Stein	002156	061519-Stein	Refund of Rental Deposit 06/19	\$ 250.00
Asturia CDD	CD025	CD025	Debit Card Replenishment	\$ 348.26
Benjamin Davis Sams	002178	070319	DJ Services 4th of July Event 07/19	\$ 250.00
Best Termite & Pest Control, Inc.	002159	968350	Pest Control 06/19	\$ 55.00
Blue Water Aquatics, Inc.	002165	25523	Aquatic Services 06/19	\$ 640.00
Blue Water Aquatics, Inc.	002179	25595	Aquatic Services 07/19	\$ 640.00
Chris Gravitt	002151	062519-Gravitt	Refund of Rental Deposit 06/19	\$ 250.00
County Sanitation	002166	10432379	Clubhouse Dumpster 07/19	\$ 34.00
County Sanitation	002173	10425258	Clubhouse Dumpster 06/19	\$ 34.00
DCSI, Inc	002167	25807	Service Call - Access/Gate Repairs 07/19	\$ 105.00
DCSI, Inc	002174	25847	Alarm Monitoring Service 07/19	\$ 59.99
DCSI, Inc	002180	ser 071619	Service Call - Internet Out 07/19	\$ 365.00
Duke Energy	002163	02017 22358 05/19	000 Aviles Parkway Lite 05/19	\$ 3,203.71
Duke Energy	002168	Duke Electric Summary 06/19	Duke Electric Summary 06/19	\$ 2,136.63

Asturia Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2019 Through July 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Duke Energy	002175	13808 69448 06/19	14721 State Rd 54 Lite 06/19	\$ 6,753.75
Florida Department of Revenue	002169	85-8016529160C-9 06/19	Sales & Use Tax 06/19	\$ 56.28
Hopping Green & Sams	002170	108462	General Legal Services 05/19	\$ 3,717.95
Jerry Richardson	002155	1227	Hog Removal Service 06/19	\$ 1,300.00
Jerry Richardson	002182	1245	Hog Removal Service 07/19	\$ 1,300.00
Pasco County	002164	Water Summary 05/19	Water Summary 05/19	\$ 1,233.70
Pasco County	002176	12160784	0956650 14575 Promenade Parkway 06/19	\$ 3,791.53
Pasco County	002176	12160785	0956655 14502 Promenade Parkway 06/19	\$ 59.07
Rizzetta & Company, Inc.	002152	INV0000041500	District Management Fees 07/19	\$ 4,391.67
Rizzetta Amenity Services, Inc.	002153	INV00000000006433	Amenity Management Services 06/19	\$ 3,166.05
Rizzetta Amenity Services, Inc.	002171	INV00000000006462	Out Of Pocket Expenses 06/19	\$ 50.00
Rizzetta Amenity Services, Inc.	002177	INV00000000006495	Amenity Management Services 07/19	\$ 4,125.90

Asturia Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2019 Through July 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta Technology Services, LLC	002154	INV0000004525	Email Hosting & Website Services 07/19	\$ 190.00
Spectrum	002160	065826701062419	14575 Promenade Parkway 06/19	\$ 230.24
SSS Down To Earth Opco LLC	002149	35649	Grounds Maintenance 05/19	\$ 12,876.00
SSS Down To Earth Opco LLC	002149	39173	Insecticide Application 06/19	\$ 3,047.00
SSS Down To Earth Opco LLC	002162	36087	Grounds Maintenance 06/19	\$ 12,876.00
SSS Down To Earth Opco LLC	002181	41196	Grounds Maintenance 07/19	\$ 12,876.00
Stellar Electrical Services, LLC	002172	06292019001	Clubhouse Lighting Repairs 07/19	\$ 264.17
Suncoast Pool Service	002157	5318	Monthly Pool Service 06/19	\$ 870.00
Suncoast Pool Service	002183	5385	Monthly Pool Service 07/19	\$ 870.00
Tampa Poop 911 LLC	002161	A062019	Weekly Clean Pet Waste Stations & Trash Cans 06/19	\$ 540.15
TCF Equipment Finance	002184	6099291	Exercise Equipment Lease 07/19	\$ 1,978.75
Tequila Fields	002150	062519-Fields	Refund of Rental Deposit 06/19	\$ 250.00

Asturia Community Development District

Paid Operation & Maintenance Expenditures

July 1, 2019 Through July 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Vanguard Cleaning Systems of Tampa Bay	002158	83835	Monthly Service 06/19	\$ 315.00
Vanguard Cleaning Systems of Tampa Bay	002185	84333	Monthly Service 07/19	<u>\$ 315.00</u>
Report Total				<u>\$ 85,815.80</u>

Tab 17

ASTURIA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

June 10, 2019

RIZZETTA & COMPANY, INC.
Asturia CDD, Custody Account
Attn: Leslie Spock
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 33544

RE: Custody Account, Series 2018
Requisitions for Payment

Dear Leslie:

Below please find a table detailing the enclosed requisition(s) ready for payment from the District's Construction Custody Account.

PLEASE EXPEDITE PAYMENT TO PAYEE(S) AS FOLLOWS:

A) SEND ALL VIA USPS

REQUISITION NO.	PAYEE	AMOUNT
CUS 52	Florida Design Consultants, Inc	\$312.50
CUS 53	Hopping Green & Sams	\$945.00
CUS 54	WRA	\$2,500.00

If you have any questions regarding this request, please do not hesitate to call me at (813) 994-1001. Thank you for your prompt attention to this matter.

Sincerely,
ASTURIA COMMUNITY DEVELOPMENT DISTRICT

Matt Huber
District Manager

ASTURIA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

MEMORANDUM

TO: Al Belluccia, **Florida Design Consultants, Inc.**
Lane Gardner, **Chairman**

FROM: Daniel Metz/Leslie Spock
Asturia Community Development District

DATE: June 06, 2019

RE: **Series 2018A-2 - Construction Requisition Approval - # CUS 52-54**

Enclosed is (are) construction requisition(s) for the above referenced District. Please review the requisition(s) and upon your approval, sign the designated area(s) and forward the requisition(s) to Lane Gardner.

Lane, upon your review and approval, sign the designated area(s) and forward the requisition(s) back to the District Office at the following e-mail address for final processing:

Dmetz@rizzetta.com

If you have any questions, please do not hesitate to call me at (813) 933-5571. Thank you.

Florida Design Consultants, Inc	\$312.50
Hopping Green & Sams	\$945.00
WRA	\$2,500.00

ASTURIA CDD

FORM OF REQUISITION FOR SERIES 2018

The undersigned, a Responsible Officer of the Asturia Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Hancock Bank, a trade name of Whitney Bank, Orlando, Florida, as trustee (the "Trustee"), dated as of December 1, 2014, as supplemented by that certain Third Supplemental Trust Indenture dated as of May 1, 2018 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

June 06, 2019

- (A) Requisition Number: **CUS 52**
- (B) Name of Payee: **Florida Design Consultants, Inc.
20525 Amberfield Dr
Unit 201
Land O Lakes, FL 34638**
- (C) Amount Payable: **\$312.50**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Invoice #39941 for Professional Services through 04/26/2019**
- (E) Amount, if any, this is to be used for a Deferred Cost:
- (E) Fund or Account from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the Issuer, or this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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


Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**ASTURIA COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

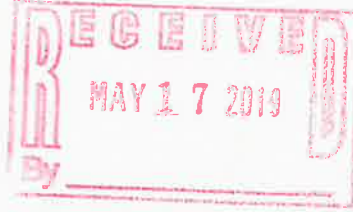
CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

By: 
Consulting Engineer



**FLORIDA DESIGN
CONSULTANTS, INC.**
— THINK IT. ACHIEVE IT. —



INVOICE

Remit To:

20525 Amberfield Drive, Suite 201
Land O' Lakes, FL 34638

Bill To: Asturia Community Development District
11512 Lake Mead Avenue, Suite 603
Jacksonville, FL 32256

Date: May 13, 2019
Project Number: 506-100E
Invoice Number: 39941
Invoice Period: 3/30/2019 to 4/26/2019

Project: Asturia Community Development District

SERVICES PERFORMED:

Miscellaneous Assistance (0900)

1. Commence review of roadway cracking

Description	Hours	Rate	Cost
Survey Project Manager	2.50	\$125.00	\$312.50
			\$312.50

Total Invoice Amount: \$312.50

ACSD		
Account Code	Amount	Description
10855 31245	\$312.50	MISC
	\$	
	\$	
	\$	
	\$	
Approved by: <i>[Signature]</i> 5/30/19		

[Signature]
Alfonso A. Belluccia, P.E.

ASTURIA CDD

FORM OF REQUISITION FOR SERIES 2018

The undersigned, a Responsible Officer of the Asturia Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Hancock Bank, a trade name of Whitney Bank, Orlando, Florida, as trustee (the "Trustee"), dated as of December 1, 2014, as supplemented by that certain Third Supplemental Trust Indenture dated as of May 1, 2018 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

June 06, 2019

- (A) Requisition Number: **CUS 53**
- (B) Name of Payee: **Hopping Green & Sams
119 S. Monroe Street, Ste 300
P.O. Box 6526
Tallahassee, FL 32314**
- (C) Amount Payable: **\$945.00**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Invoice #100077 & 107107 for Professional Services**
- (E) Amount, if any, this is to be used for a Deferred Cost:
- (E) Fund or Account from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the Issuer, or this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**ASTURIA COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

By: 
Consulting Engineer

Hopping Green & Sams

Attorneys and Counselors

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

REC'D MAY 09 2019

===== STATEMENT =====

April 30, 2018

Asturia Community Development District
 5844 Old Pasco Road, Suite 100
 Wesley Chapel, FL 33544

Bill Number 100077
 Billed through 03/31/2018

Phase 2 Construction

ASTCDD 00106 KSB

FOR PROFESSIONAL SERVICES RENDERED

03/05/18	SSW	Confer with Manson regarding form of contract. ✓	0.30 hrs
03/06/18	SSW	Prepare project manual regarding phase 3 and 4 construction; confer with Manson and Skidmore regarding same. ✓	2.60 hrs
03/07/18	SSW	Prepare revised project manual; confer with Skidmore and Manson regarding same. ✓	1.10 hrs
Total fees for this matter			\$820.00

MATTER SUMMARY

Warren, Sarah S.	4.00 hrs	205 /hr	\$820.00
TOTAL FEES			\$820.00

TOTAL CHARGES FOR THIS MATTER \$820.00 ✓

BILLING SUMMARY

Warren, Sarah S.	4.00 hrs	205 /hr	\$820.00
TOTAL FEES			\$820.00

TOTAL CHARGES FOR THIS BILL \$820.00 ✓

Please include the bill number on your check.

ACD		
Account Code	Amount	Description
10867 35053	\$ 820.00	PH 3+4
	\$	Proj manual
	\$	
	\$	
	\$	
Approved by: <i>[Signature]</i> 5/30/19		

Hopping Green & Sams

Attorneys and Counselors

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

REC'D MAY 06 2019

===== STATEMENT =====

April 30, 2019

Asturia Community Development District
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 33544

Bill Number 107107
Billed through 03/31/2019

Project Construction

ASTCDD 00103 KSB

FOR PROFESSIONAL SERVICES RENDERED

01/02/19	KEM	Prepare responses to notices to owner.	0.50 hrs
03/12/19	KEM	Prepare response to notice to owner.	0.20 hrs
03/13/19	KEM	Prepare and send response to notice to owner.	0.30 hrs
Total fees for this matter			\$125.00

MATTER SUMMARY

Ibarra, Katherine E. - Paralegal	1.00 hrs	125 /hr	\$125.00
TOTAL FEES			\$125.00
TOTAL CHARGES FOR THIS MATTER			\$125.00

BILLING SUMMARY

Ibarra, Katherine E. - Paralegal	1.00 hrs	125 /hr	\$125.00
TOTAL FEES			\$125.00
TOTAL CHARGES FOR THIS BILL			\$125.00

Please include the bill number on your check.

ACDD			
Account Code	Amount	Description	
10867 35053	\$125.00	Misc. Legal	
	\$		
	\$		
	\$		
	\$		
Approved by: <i>[Signature]</i> 5/30/19			

ASTURIA CDD

FORM OF REQUISITION FOR SERIES 2018

The undersigned, a Responsible Officer of the Asturia Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Hancock Bank, a trade name of Whitney Bank, Orlando, Florida, as trustee (the "Trustee"), dated as of December 1, 2014, as supplemented by that certain Third Supplemental Trust Indenture dated as of May 1, 2018 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

June 6, 2019

- (A) Requisition Number: **CUS 54**
- (B) Name of Payee: **WRA
4260 West Linebaugh Avenue
Tampa, FL 33624**
- (C) Amount Payable: **\$2,500.00**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Invoice #19-1077.1 for professional services for Surface Water Quality Monitoring Project.**
- (E) Amount, if any, this is to be used for a Deferred Cost:
- (E) Fund or Account from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the Issuer, or this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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


Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**ASTURIA COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

By: 
Consulting Engineer



4260 West Linebaugh Avenue
Tampa, FL 33624

Invoice

DATE	INVOICE #
5/7/2019	19-1077.1

BILL TO
Astoria Community Development District 5844 Old Pasco Road, Suite 100 Wesley Chapel, FL 33544

REC'D MAY 7 2019

P.O. NO.	TERMS	PROJECT
	Due on receipt	1077

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
	Consulting	For professional services rendered in connection with the SR 54 Land Associates, LLC - Astoria - Surface Water Quality Monitoring project. See attached Task Billing Form		2,500.00	2,500.00

ACDD		
Account Code	Amount	Description
10855 31995	\$2,500.00	Water Quality Monitoring
	\$	
	\$	
	\$	
	\$	
Approved by: <i>[Signature]</i> 5/30/19		

Total	\$2,500.00
--------------	-------------------

Phone #	EIN
813-265-3130	59-3408132

ASTURIA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

July 10, 2019

RIZZETTA & COMPANY, INC.
Asturia CDD, Custody Account
Attn: Leslie Spock
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 33544

RE: Custody Account, Series 2018
Requisitions for Payment

Dear Leslie:

Below please find a table detailing the enclosed requisition(s) ready for payment from the District's Construction Custody Account.

PLEASE EXPEDITE PAYMENT TO PAYEE(S) AS FOLLOWS:

- A) SEND FLORIDA DESIGN VIA USPS**
- B) SEND PROSSER, INC. VIA UPS**

REQUISITION NO.	PAYEE	AMOUNT
CUS 55	Florida Design Consultants, Inc	\$400.00
CUS 56	Prosser, Inc.	\$11,441.65

If you have any questions regarding this request, please do not hesitate to call me at (813) 994-1001. Thank you for your prompt attention to this matter.

Sincerely,
ASTURIA COMMUNITY DEVELOPMENT DISTRICT

Matt Huber
District Manager

ASTURIA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

MEMORANDUM

TO: Al Belluccia, **Florida Design Consultants, Inc.**
Lane Gardner, **Chairman**

FROM: Daniel Metz/Leslie Spock
Asturia Community Development District

DATE: July 02, 2019

RE: **Series 2018A-2 - Construction Requisition Approval - # CUS 55-56**

Enclosed is (are) construction requisition(s) for the above referenced District. Please review the requisition(s) and upon your approval, sign the designated area(s) and forward the requisition(s) to Lane Gardner.

Lane, upon your review and approval, sign the designated area(s) and forward the requisition(s) back to the District Office at the following e-mail address for final processing:

Dmetz@rizzetta.com

If you have any questions, please do not hesitate to call me at (813) 933-5571. Thank you.

Florida Design Consultants, Inc
Prosser, Inc.

\$400.00
\$11,441.65

ASTURIA CDD

FORM OF REQUISITION FOR SERIES 2018

The undersigned, a Responsible Officer of the Asturia Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Hancock Bank, a trade name of Whitney Bank, Orlando, Florida, as trustee (the "Trustee"), dated as of December 1, 2014, as supplemented by that certain Third Supplemental Trust Indenture dated as of May 1, 2018 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

July 02, 2019

- (A) Requisition Number: **CUS 55**
- (B) Name of Payee: **Florida Design Consultants, Inc.
20525 Amberfield Dr
Unit 201
Land O Lakes, FL 34638**
- (C) Amount Payable: **\$400.00**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Invoice #40055 for Professional Services through 05/31/2019**
- (E) Amount, if any, this is to be used for a Deferred Cost:
- (E) Fund or Account from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the Issuer, or this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**ASTURIA COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

By: 
Consulting Engineer



REC'D JUN 17 2019

INVOICE

**FLORIDA DESIGN
CONSULTANTS, INC.**
— THINK IT. ACHIEVE IT. —

Remit To:
20525 Amberfield Drive, Suite 201
Land O Lakes, FL 34638

Bill To: Asturia Community Development District
11512 Lake Mead Avenue, Suite 603
Jacksonville, FL 32256

Date: June 14, 2019
Project Number: 506-100E
Invoice Number: 40055
Invoice Period: 4/27/2019 to 5/31/2019

Project: Asturia Community Development District

SERVICES PERFORMED:

Miscellaneous Assistance (0900)

1. CDD Facility Report

Description	Hours	Rate	Cost
District Engineer	2.50	\$160.00	\$400.00
			\$400.00
Total Invoice Amount:			\$400.00

ACDD

Account Code	Amount	Description
10855 31245	\$400.00	CDD Facility Report
	\$	
	\$	
	\$	
Approved by: <i>[Signature]</i>		6/26/19

[Signature]
Alfonso A. Belluccia, P.E.

ASTURIA CDD

FORM OF REQUISITION FOR SERIES 2018

The undersigned, a Responsible Officer of the Asturia Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Hancock Bank, a trade name of Whitney Bank, Orlando, Florida, as trustee (the "Trustee"), dated as of December 1, 2014, as supplemented by that certain Third Supplemental Trust Indenture dated as of May 1, 2018 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

July 02, 2019

- (A) Requisition Number: **CUS 56**
- (B) Name of Payee: **Prosser, Inc.**
13901 Sutton Park Drive South, Suite 200
Jacksonville, FL 32224-0229
- (C) Amount Payable: **\$11,441.65**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Invoice #41707 for Professional Services through 03/30/2019**
- (E) Amount, if any, this is to be used for a Deferred Cost:
- (E) Fund or Account from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the Issuer, or this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

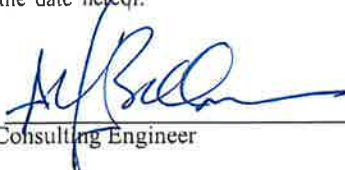
Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**ASTURIA COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

By: 
Consulting Engineer

PROSSER

REC'D MAY 13 2019

April 29, 2019

Project No: 113055.07

Invoice No: 41707

Astoria Community Development District
 5844 Old Pasco Rd.
 Suite 100
 Wesley Chapel, FL 33544

Project 113055.07 Astoria Phase 3 & 4 Parks

Professional Services from March 1, 2019 to March 30, 2019

Fee and Expense Billing

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Task 1 - 8: Parks	46,450.00	100.00	46,450.00	35,062.50	11,387.50
Total Fee	46,450.00		46,450.00	35,062.50	11,387.50
Total Fee					11,387.50

Reimbursable Expenses

Blueprints/Reproduction

Total Reimbursables

1.0 times

54.15

54.15

54.15

Total this Task

\$11,441.65

Total this Invoice

\$11,441.65

RECEIVED
 MAY - 1 2019

BY:

ACDD		
Account Code	Amount	Description
10855 31130	\$11,441.65	PH 3+4
	\$	Park
	\$	Landscape
	\$	Design.
	\$	
Approved by: <i>[Signature]</i>		6/26/19

ASTURIA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

August 09, 2019

RIZZETTA & COMPANY, INC.
Asturia CDD, Custody Account
Attn: Leslie Spock
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 33544

RE: Custody Account, Series 2018
Requisitions for Payment

Dear Leslie:

Below please find a table detailing the enclosed requisition(s) ready for payment from the District's Construction Custody Account.

PLEASE EXPEDITE PAYMENT TO PAYEE(S) AS FOLLOWS:

A) SEND ALL VIA USPS

REQUISITION NO.	PAYEE	AMOUNT
CUS 57	Florida Design Consultants, Inc	\$160.00
CUS 58	Hopping Green & Sams	\$79.50
CUS 59	Southern Land Services	\$2,966.00
CUS 60	WRA	\$2,547.56

If you have any questions regarding this request, please do not hesitate to call me at (813) 994-1001. Thank you for your prompt attention to this matter.

Sincerely,
ASTURIA COMMUNITY DEVELOPMENT DISTRICT

Matt Huber
District Manager

ASTURIA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

MEMORANDUM

TO: Al Belluccia, **Florida Design Consultants, Inc.**
Lane Gardner, **Chairman**

FROM: Daniel Metz/Leslie Spock
Asturia Community Development District

DATE: August 06, 2019

RE: **Series 2018A-2 - Construction Requisition Approval - # CUS 57-60**

Enclosed is (are) construction requisition(s) for the above referenced District. Please review the requisition(s) and upon your approval, sign the designated area(s) and forward the requisition(s) to Lane Gardner.

Lane, upon your review and approval, sign the designated area(s) and forward the requisition(s) back to the District Office at the following e-mail address for final processing:

Dmetz@rizzetta.com

If you have any questions, please do not hesitate to call me at (813) 933-5571. Thank you.

Florida Design Consultants, Inc	\$160.00
Hopping Green & Sams	\$79.50
Southern Land Services	\$2,966.00
WRA	\$2,547.56

ASTURIA CDD

FORM OF REQUISITION FOR SERIES 2018

The undersigned, a Responsible Officer of the Asturia Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Hancock Bank, a trade name of Whitney Bank, Orlando, Florida, as trustee (the "Trustee"), dated as of December 1, 2014, as supplemented by that certain Third Supplemental Trust Indenture dated as of May 1, 2018 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

August 06, 2019

- (A) Requisition Number: **CUS 57**
- (B) Name of Payee: **Florida Design Consultants, Inc.
20525 Amberfield Dr
Unit 201
Land O Lakes, FL 34638**
- (C) Amount Payable: **\$160.00**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Invoice #40170 for Professional Services through 06/28/2019**
- (E) Amount, if any, this is to be used for a Deferred Cost:
- (E) Fund or Account from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the Issuer, or this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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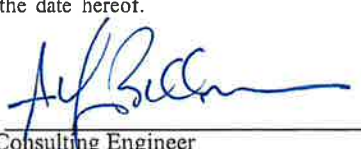
Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**ASTURIA COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

By: 
Consulting Engineer



REC'D JUL 10 2019

INVOICE

**FLORIDA DESIGN
CONSULTANTS, INC.**
— THINK IT. ACHIEVE IT. —

Remit To:
20525 Amberfield Drive, Suite 201
Land O Lakes, FL 34638

Bill To: Astoria Community Development District
11512 Lake Mead Avenue, Suite 603
Jacksonville, FL 32256
nflorida.invoices@hines.com

Date: July 10, 2019
Project Number: 506-100E
Invoice Number: 40170
Invoice Period: 6/1/2019 to 6/28/2019

Project: Astoria Community Development District

SERVICES PERFORMED:


Miscellaneous Assistance (0900)

- 1. Review payment requisitions

Description	Hours	Rate	Cost
District Engineer	1.00	\$160.00	\$160.00

Total Invoice Amount: \$160.00

ACDD		Amount	Description
10855	31245	\$160.00	Misc
		\$	
		\$	
		\$	
		\$	
Approved by: <i>AKW</i>		<i>S</i>	7/25/19


Alfonso A. Belluccia, P.E.

ASTURIA CDD

FORM OF REQUISITION FOR SERIES 2018

The undersigned, a Responsible Officer of the Asturia Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Hancock Bank, a trade name of Whitney Bank, Orlando, Florida, as trustee (the "Trustee"), dated as of December 1, 2014, as supplemented by that certain Third Supplemental Trust Indenture dated as of May 1, 2018 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

August 06, 2019

- (A) Requisition Number: **CUS 58**
- (B) Name of Payee: **Hopping Green & Sams
119 S. Monroe Street, Ste 300
P.O. Box 6526
Tallahassee, FL 32314**
- (C) Amount Payable: **\$79.50**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Invoice #108463 for Professional Services**
- (E) Amount, if any, this is to be used for a Deferred Cost:
- (E) Fund or Account from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the Issuer, or this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Fund;
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The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**ASTURIA COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

By: 
Consulting Engineer

Hopping Green & Sams

Attorneys and Counselors

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

REC'D JULY 05 2019

===== STATEMENT =====

June 28, 2019

Asturia Community Development District
 5844 Old Pasco Road, Suite 100
 Wesley Chapel, FL 33544

Bill Number 108463
 Billed through 05/31/2019

Series 2018A-2 Project Construction
ASTCDD 00109 KSB

FOR PROFESSIONAL SERVICES RENDERED

05/07/19 SSW Confer with Manson regarding status of construction and project completion. 0.30 hrs
 Total fees for this matter \$79.50

MATTER SUMMARY

Warren, Sarah S. 0.30 hrs 265 /hr \$79.50

TOTAL FEES \$79.50

TOTAL CHARGES FOR THIS MATTER \$79.50


BILLING SUMMARY

Warren, Sarah S. 0.30 hrs 265 /hr \$79.50

TOTAL FEES \$79.50

TOTAL CHARGES FOR THIS BILL \$79.50

Please include the bill number on your check.

ACSD		
Account Code	Amount	Description
10855 35060	\$ 79.50	Legal -
	\$	Project
	\$	Completion
	\$	
	\$	
Approved by:  7/25/19		

ASTURIA CDD

FORM OF REQUISITION FOR SERIES 2018

The undersigned, a Responsible Officer of the Asturia Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Hancock Bank, a trade name of Whitney Bank, Orlando, Florida, as trustee (the "Trustee"), dated as of December 1, 2014, as supplemented by that certain Third Supplemental Trust Indenture dated as of May 1, 2018 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

August 06, 2019

- (A) Requisition Number: **CUS 59**
- (B) Name of Payee: **Southern Land Services and Southwest Florida, Inc.
119 Whitaker Road
Lutz, FL 33549**
- (C) Amount Payable: **\$2,966.00**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Invoice #'s 062819-149, 072018-82R, 072718-60R & 081018-75 for Professional Services**
- (E) Amount, if any, this is to be used for a Deferred Cost:
- (E) Fund or Account from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the Issuer, or this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
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Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**ASTURIA COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

By: 
Consulting Engineer

Southern Land Services of Southwest Florida, Inc.
 119 Whitaker Road
 Lutz, FL. 33549

Invoice

REC'D JULY 26 2019

Date	Invoice #
7/11/2019	062819-149

Bill To
Astoria CDD c/o Rizzetta & Co., Inc. 5844 Old Pasco Road, Suite 100 Wesley Chapel, FL 33544

Job Location
Astoria Attn: Sean

Job No.	P.O. No.	Date Completed
		06/18/19

Quantity	Unit	Job Description	Additional Description	Unit Price	Amount
121	Lots	Mowing.	June Mowing Phase 3 - ROW only	8.00	968.00

<i>ACDD</i>		
Account Code	Amount	Description
10855 32102	\$ 968.00	PH 3 ROW
	\$	Mow
	\$	6/18/19
	\$	
	\$	
Approved by: <i>[Signature]</i> 7/29/19		

Terms-30 days. Thank you for your business.	Total	\$968.00
	Payments/Credits	\$0.00
	Balance Due	\$968.00

Phone #	Fax #	E-mail
813-949-0049	813-949-0089	info@southernlandsvc.com

Southern Land Services of Southwest Florida, Inc.
 119 Whitaker Road
 Lutz, FL. 33549

Invoice

REC'D JULY 26 2019

Date	Invoice #
7/30/2018	072018-82R

Bill To
Asturia CDD c/o Rizetta & Co., Inc. 5844 Old Pasco Road, Suite 100 Wesley Chapel, FL 33544

Job Location
Asturia CDD

Job No.	P.O. No.	Date Completed
		Various

Quantity	Unit	Job Description	Additional Description	Unit Price	Amount
39	Lots	Mowing and cleanup.	Mow and clean up stub outs (6/15/18)	750.00	750.00
39	Lots	Mowing.	ROW's only (6/29/18)	8.00	312.00
39	Lots	Mowing.	ROW's only (7/9/18)	8.00	312.00

<i>ACSD</i>		
Account Code	Amount	Description
10855 32102	\$1374.00	Mow & Cleanup.
	\$	
	\$	
	\$	
	\$	
Approved by: <i>[Signature]</i>		7/29/19

			Total	\$1,374.00
			Payments/Credits	\$0.00
			Balance Due	\$1,374.00
Phone #	Fax #	E-mail		
813-949-0049	813-949-0089	info@southernlandsvc.com		

Southern Land Services of Southwest Florida, Inc.
 119 Whitaker Road
 Lutz, FL. 33549

Invoice

REC'D JULY 26 2019

Date	Invoice #
8/2/2018	072718-60R

Bill To
Astoria CDD c/o Rizetta & Co., Inc. 5844 Old Pasco Road, Suite 100 Wesley Chapel, FL 33544

Job Location
Astoria CDD

Job No.	P.O. No.	Date Completed
		7/24/2018

Quantity	Unit	Job Description	Additional Description	Unit Price	Amount
39	Lots	Mowing.	ROW's only	8.00	312.00

<i>Astoria CDD</i>			
Account Code	Amount	Description	
<i>10855 32102</i>	<i>\$ 312.00</i>	<i>Row Mowing</i>	
	<i>\$</i>	<i>7/24/18</i>	
	<i>\$</i>		
	<i>\$</i>		
	<i>\$</i>		
Approved by: <i>[Signature]</i> <i>7/24/18</i>			

			Total	\$312.00
			Payments/Credits	\$0.00
Phone #	Fax #	E-mail	Balance Due	\$312.00
813-949-0049	813-949-0089	info@southernlandsvc.com		

Southern Land Services of Southwest Florida, Inc.
 119 Whitaker Road
 Lutz, FL. 33549

Invoice

REC'D JULY 26 2019

Date	Invoice #
8/17/2018	081018-75

Bill To
Asturia CDD c/o Rizetta & Co., Inc. 5844 Old Pasco Road, Suite 100 Wesley Chapel, FL 33544

Job Location
Asturia CDD

Job No.	P.O. No.	Date Completed
		8/8/2018

Quantity	Unit	Job Description	Additional Description	Unit Price	Amount
39	Lots	Mowing.	ROW's only	8.00	312.00

ACDD			
Account Code	Amount	Description	
10855 32102	\$ 312.00	Rowmow.	
	\$	8/8/18	
	\$		
	\$		
	\$		
Approved by: <i>[Signature]</i> 7/29/19			

Terms-30 days. Thank you for your business.			Total	\$312.00
			Payments/Credits	\$0.00
Phone #	Fax #	E-mail	Balance Due	\$312.00
813-949-0049	813-949-0089	info@southernlandsvc.com		

ASTURIA CDD

FORM OF REQUISITION FOR SERIES 2018

The undersigned, a Responsible Officer of the Asturia Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Hancock Bank, a trade name of Whitney Bank, Orlando, Florida, as trustee (the "Trustee"), dated as of December 1, 2014, as supplemented by that certain Third Supplemental Trust Indenture dated as of May 1, 2018 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

August 6, 2019

- (A) Requisition Number: **CUS 60**
- (B) Name of Payee: **WRA
4260 West Linebaugh Avenue
Tampa, FL 33624**
- (C) Amount Payable: **\$2,547.56**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Invoice #19-1077.2 for professional services for Surface Water Quality Monitoring Project.**
- (E) Amount, if any, this is to be used for a Deferred Cost:
- (E) Fund or Account from which disbursement to be made: **SunTrust Custody Account**

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the Issuer, or this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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


Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**ASTURIA COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE REQUESTS ONLY

If this requisition is for a disbursement for other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2018 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

By: 
Consulting Engineer



4260 West Linebaugh Avenue
Tampa, FL 33624

Invoice

DATE	INVOICE #
7/19/2019	19-1077.2

REC'D JULY 19 2019

BILL TO
Asturia Community Development District 5844 Old Pasco Road, Suite 100 Wesley Chapel, FL 33544

P.O. NO.	TERMS	PROJECT
	Due on receipt	1077

SERVICE	ITEM	DESCRIPTION	HRS.	RATE	AMOUNT
	Consulting	For professional services rendered in connection with the SR 54 Land Associates, LLC - Asturia - Surface Water Quality Monitoring project. See attached Task Billing Form		2,500.00	2,500.00
4/25/2019	Reimb Group Mileage	J Kohlbecker - Obtain kits for water sampling, and water quality sampling	42	0.58	24.36
7/8/2019	Mileage	B Williams - Water quality sampling	40	0.58	23.20
		Total Reimbursable Expenses			47.56

ACSD		
Account Code	Amount	Description
10855 31995	\$ 2,547.56	Water Quality Monitoring
	\$	
	\$	
	\$	
	\$	
Approved by: <i>[Signature]</i> 7/25/19		

Total	\$2,547.56
--------------	-------------------

Phone #	EIN
813-265-3130	59-3408132

TASK BILLING FORM
SR 54 Land Associates, LLC
Asturia - Surfacewater Quality Monitoring
Project No. 1077

Project Name: SR 54 Land Associates - Surface Water Quality Monitoring - YEAR 5

4th Amendment dated: December 10, 2018

WRA Project No.: 1077

TOTAL MAX COST FOR Year 5: \$9,250.00

TOTAL: \$9,250.00

TASKS	LUMP SUM	Additional Testing (if needed)	Estimated % Complete	Balance Remaining	Inv. # 19-1077.1 05/07/2019	Inv. # 19-1077.2 07/19/2019		TOTALS
1. Construction - Year 5 - 2 Monitoring Events								
- Sampling - \$1,250 per event	\$2,500.00		100%	\$0.00	\$1,250.00	\$1,250.00		\$2,500.00
- Laboratory Testing - \$825 per event	\$1,650.00		100%	\$0.00	\$825.00	\$825.00		\$1,650.00
- Data Collection/Review - \$425 per event	\$850.00		100%	\$0.00	\$425.00	\$425.00		\$850.00
TOTALS:	\$5,000.00		100%	\$0.00	\$2,500.00	\$2,500.00	\$0.00	\$5,000.00
2. Surface Water Sampling Reporting	\$4,250.00		0%	\$4,250.00				\$0.00
TOTALS:	\$4,250.00		0%	\$4,250.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Additional Testing (if required per monitoring plan)								
- Sampling - \$1,250 per event		\$1,150.00						
- Laboratory Testing - \$825 per event		\$825.00						
- Data Collection/Review - \$425 per event		\$400.00						
TOTALS:					\$0.00	\$0.00	\$0.00	\$0.00
- Reimbursables / Fees						\$47.56		
GRAND TOTAL:	\$9,250.00			\$4,250.00	\$2,500.00	\$2,547.56	\$0.00	\$5,000.00

Shaded Columns = Paid Invoices