

January 19, 2021

**Board of Supervisors
Asturia Community
Development District**

AGENDA

The regular meeting of the Board of Supervisors of the Asturia Community Development District will be held on **January 26, 2021 at 6:00 p.m.** at the Asturia Clubhouse, located at 14575 Promenade Parkway, Odessa, Florida 33556. The following is the agenda for this meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of Board of Supervisors’ Regular Meeting held on December 22, 2020.....Tab 1
 - B. Consideration of the Operations & Maintenance Expenditures for December 2020.....Tab 2
- 4. BUSINESS ITEMS**
 - A. Discussion on Bonds – Scott Brizendine
 - B. Presentation of Amenity Proposals – Kelly Klukowski.....Tab 3
 - C. Review of Landscape Checklist.....Tab 4
 - D. Discussion of Amenities Policies and COVID Guidelines Enforcement
 - E. Discussion on Re-Opening the Clubhouse
 - F. Discussion of Gym Lease Equipment
 - G. Discussion on Pool Hours Extension
 - H. Discussion of Enforcement Options for Motorized Vehicles on bridges/walkways
 - I. Discussion on Status of Dog Waste Stations/Contract.....Tab 5
 - J. Consideration of Power Distribution System and Streetlights for Phase 4 by Duke.....Tab 6
 - K. Consideration of Reserve Study Proposals.....Tab 7
 1. Custom Reserves LLC
 2. Florida Reserve Study
 3. Facility Advisors
- 5. STAFF REPORTS**
 - A. Clubhouse Manager Report.....Tab 8
 - B. Field Inspection Report.....Tab 9
 - C. District Engineer
 - D. District Counsel
 - E. District Manager
 1. Discussion on Dog Park Fencing.....Tab 10

- 6. **SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 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,

Aimee Brandon

District Manager

Tab 1

MINUTES OF MEETING

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

ASTURIA COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the **Asturia Community Development District** was held on **Tuesday December 22, 2020 at 6:00 p.m.** at the Asturia Clubhouse, located at 14575 Promenade Parkway, Odessa, FL 33556.

Present and constituting a quorum:

Jon Tietz	Board Supervisor, Chair
Lane Gardner	Board Supervisor, Vice Chair
Richard Jensen	Board Supervisor, Secretary
Jacques Darius	Board Supervisor, Asst. Secretary

Also present were:

Aimee Brandon	District Manager; Rizzetta & Co., Inc.
Sarah Warren	District Counsel; Hopping Green & Sams
Jason Liggett	Field Service Manager; Rizzetta & Co., Inc.
John Torborg	Field Service Manager; Rizzetta & Co., Inc.
Justin Lawrence	Clubhouse Manager
Kelly Klukowski	RASI, Amenity Manager
Ed Colon	Down to Earth
Audience	

FIRST ORDER OF BUSINESS

Call to Order

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

SECOND ORDER OF BUSINESS

Audience Comments

No audience comments were received.

THIRD ORDER OF BUSINESS

Consideration of Landscape RFP's

The Board moved up in the agenda the Landscape RFP Consideration.

Mr. John Toborg delivered the results of the ranking sheets that were received by Supervisors; Mr. Jon Tietz, Mr. Jacques Darius, Mr. Lane Gardner, and Mr. Richard Jensen. Mr. Walter O'Shea abstained from voting.

Landscape Maintenance Professionals received the highest ranking with 358.48 total points.

34 Mr. Tietz discussed his results from his weekly landscape walkthroughs. He
35 requested that the Board should consider allowing the Field Inspection Manager the
36 discretion to make decisions for items that need immediate attention with a not-to-exceed
37 amount. Mr. Tietz also discussed his findings of the research he conducted regarding the
38 RFP for Landscapers specifically the positive feedback he obtained from references
39 regarding Yellowstone. Mr. Tietz requested that the Board reconsider choosing Yellowstone
40 due to the results of positive references he received and the fact that they were closely
41 scored.

42
43 District Counsel, Ms. Sarah Warren explained that the process to reconsider another
44 vendor would involve the Board member(s) changing their scoring. Mr. Darius asked for
45 clarification of the differences in mulch per vendor. Ms. Brandon asked each Board member
46 if they would like to change their scoring. Mr. Jensen, Mr. Darius and Mr. Gardner declined
47 to alter their scores.

48
49 The bidding companies that were present during this discussion are as follows;
50 Mainscape, Down to Earth, CLM, Sunrise, LMP, Redtree, Yellowstone, Brightview, Cerpa
51 and Trimac.

52

On a motion from Mr. Tietz, seconded by Mr. Jensen, the Board approved the Landscape RFP for Landscape Maintenance Professionals for Asturia Community Development District.

53
54 **FOURTH ORDER OF BUSINESS**

Consideration of the Minutes of the Board of Supervisors Meeting held on November 24, 2020

55
56
57
58 Ms. Brandon presented the Board with the Minutes from the Board of Supervisors'
59 Meeting held on November 24, 2020.

60

On a motion from Mr. Tietz, seconded by Mr. Darius, the Board approved the Minutes of the Board of Supervisors' meeting for the November 24th, 2020 for the Asturia Community Development District.

61
62 **FIFTH ORDER OF BUSINESS**

Consideration of the Operation and Maintenance Expenditures for October and November 2020

63
64
65 The Board was presented with the Operation & Maintenance Expenditures for October
66 Expenses \$142,639.19 and November Expenses \$39,093.41. The Board had questions on
67 invoices from Bluewater Aquatics, and Duke Energy.

68

On a motion from Mr. Tietz, seconded by Mr. Jensen, the Board approved to ratify the invoices for the O&M Expenditures for October Expenses (\$142,639.19) and November Expenses (\$39,093.41) for the Asturia Community Development District.

70
71
72
73
74
75

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2021-04, Meeting
Schedule Time Change for FY 20-21**

The Board was presented with the Resolution 2021-04, Meeting Schedule time change for FY 2020-2021. All meeting times changed from 1:00 p.m. to 6:00 p.m.

On a motion from Mr. Darius, seconded by Mr. Tietz, the Board approved to adopt Resolution 2021-04, Meeting Schedule Time Change for FY 2020-2021 for the Asturia Community Development District.

76
77
78
79
80
81
82

SEVENTH ORDER OF BUSINESS

Discussion of Dog Park Name Change

The Board discussed the Dog Park Name Change. Ms. Warren discussed the legalities associated with the process. Mr. Tietz suggested tabling the conversation until the February meeting so he could gather estimates for signage.

83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98

EIGHTH ORDER OF BUSINESS

**Review of Items Discussed at the Workshop
meeting that was held on December 15, 2020**

The Board discussed items from the Workshop meeting.

Ms. Kelly Klukowski gave an overview of the Amenity Audit and Asturia Reopening plan that was provided to the Board.

The Board discussed adding the Reopening of Amenities to the January Agenda.

The Board discussed allowing Food Trucks. The Board agreed that the amenity clubhouse parking lot should be made available to allow food trucks to park at the clubhouse parking lot pending they provide the Clubhouse manager with a current certificate of insurance with the understanding that residents would utilize the Food Truck services at their own risk.

On a motion from Mr. Darius, seconded by Mr. Tietz, the Board approved to allow Food Trucks to park in the amenity center park lot pending they provide the clubhouse manager proof of a current certificate of insurance with the understanding and notice that residents who utilize the Food Truck services due so at their own risk for the Asturia Community Development District.

99
100
101
102
103
104
105
106
107
108
109

NINTH ORDER OF BUSINESS

Staff Reports

A. Field Inspection Report

The Board received the Field Inspection report from Mr. Jason Liggett. Mr. Liggett discussed the issue with weeds and irrigation timers. Mr. Tietz suggested to continue to use moisture readings. Mr. Tietz suggested having the Field Inspection manager conduct an inspection twice a month to ensure the current landscapers are performing the duties of their scope of work and until the new landscapers are in place and caught up to speed.

110 **B. Clubhouse Manager**

111 The Board received Clubhouse Manager Report from Mr. Justin Lawrence. Mr. Tietz
112 requested that the communication Board remain current with community information.
113

114 **C. District Engineer**

115 Not Present
116

117 **D. District Counsel**

118 District Counsel had nothing to report.

119 **E. District Manager**

120 The Board received District Manager report from Ms. Brandon. Ms. Brandon reminded
121 the Board of the next regular scheduled Board of Supervisors' meeting to be held on
122 January 26th, 2020 at 6:00 p.m.
123

124 The Board received the Monthly Financial statement. Mr. Tietz requested that the Board
125 be notified of any expenditure received that is above the budgeted amount of \$1,000.00.
126 The Board asked for clarification on expenditures received from RGA Design Forensics.

127 **TENTH ORDER OF BUSINESS**

Supervisors' Requests

128
129 During Supervisor' Request, Mr. Tietz discussed reviewing the larger vendor
130 contracts that Asturia currently has for possible considerations of seeking new proposals.
131

132 The Board suggested evaluating the Aquatics contract and scope of service prior to
133 the January meeting to determine if there is just cause for going out for bid.
134

135 **ELEVENTH ORDER OF BUSINESS**

Adjournment

136 Ms. Brandon asked for a motion to adjourn the meeting.
137
138

On a motion from Mr. Darius, seconded by Mr. Tietz, the Board agreed to adjourn the meeting at 9:06 p.m. for Asturia Community Development District.

139
140 _____
141 Secretary/Assistant Secretary

_____ Chairman/Vice Chairman

Tab 2

ASTURIA COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures December 2020 For Board Approval

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

The total items being presented: **\$96,776.98**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Asturia Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2020 Through December 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Anago Franchising, Inc.	002664	109610	Monthly Janitorial Services 10/20	\$ 405.00
Anago Franchising, Inc.	002664	110133	Monthly Janitorial Services 11/20	\$ 405.00
Asturia CDD	CD040	CD040	Debit Card Replenishment	\$ 208.69
Best Termite & Pest Control, Inc.	002665	1049898	Pest Control 10/20	\$ 55.00
Best Termite & Pest Control, Inc.	002686	1057662	Pest Control 11/20	\$ 55.00
Blue Water Aquatics, Inc.	002666	27040	Aquatic Services 10/20	\$ 640.00
Blue Water Aquatics, Inc.	002687	27071	Aquatic Services 11/20	\$ 640.00
Brighthouse Networks	002667	065826701112220	14575 Promenade Pkway 11/20	\$ 260.77
Brighthouse Networks	002705	065826701122220	14575 Promenade Pkway 12/20	\$ 260.77
Clean Sweep Supply Co., Inc.	002669	00210884	Clubhouse Supplies 10/20	\$ 25.95
Clean Sweep Supply Co., Inc.	002669	00211078	Clubhouse Supplies 10/20	\$ 138.95
Clean Sweep Supply Co., Inc.	002697	00211522	Clubhouse Supplies 12/20	\$ 83.87
County Sanitation	002698	10486513	Clubhouse Dumpster 12/20	\$ 34.00
DCSI, Inc	002670	27724	Alarm Monitoring Service 10/20	\$ 59.99

Asturia Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2020 Through December 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
DCSI, Inc	002688	27223	Service Call 06/20	\$ 105.00
DCSI, Inc	002688	27841	Alarm Monitoring Service 11/20	\$ 59.99
DCSI, Inc	002688	27861	DVR Installation 11/20	\$ 1,299.00
Decorative Elves, Inc.	002671	20029	Christmas Lighting & Holiday Decorations 10/20	\$ 2,596.75
Duke Energy	002689	02017 22358 11/20	000 Aviles Parkway Lite 11/20	\$ 3,195.69
Duke Energy	002689	Duke Electric Summary 11/20	Electric Summary 11/20	\$ 778.71
Duke Energy	002699	13808 69448 11/20	14721 State Rd 54 Lite 11/20	\$ 6,896.30
Duke Energy	002699	Duke Electric Summary 11/20-1	Electric Summary 11/20	\$ 451.79
Duke Energy	002706	02017 22358 12/20	000 Aviles Parkway Lite 12/20	\$ 3,195.69
Duke Energy	002710	66842 45114 11/20	0000 Aviles Pky Street Lights Phase 3 11/20	\$ 2,671.15
FitRev, Inc.	002673	21504	Semi Annual Preventative Maintenance 09/20	\$ 330.00
Florida Department of Revenue	002700	85-8016529160C-9 11/20	Sales & Use Tax 11/20	\$ 3.93
GEC Services LLC	002675	IN000530112	Electrostatic Disinfection of Facility 11/20	\$ 225.00
Hancock Whitney Bank	002674	36422	Trustee Fees Series 2014A 05/02/20-11/01/20	\$ 2,000.00

Asturia Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2020 Through December 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Hancock Whitney Bank	002674	36423	Trustee Fees Series 2016A-1 05/02/20-11/01/20	\$ 1,000.00
Hancock Whitney Bank	002674	36499	Trustee Fees Series 2018A-2 11/2/20-05/01/21	\$ 1,250.00
Hopping Green & Sams	002690	118827	General Legal Services 10/20	\$ 3,615.23
Jean-Jacques Darius	002691	JD112420	Board of Supervisors Meeting 11/24/20	\$ 200.00
Jean-Jacques Darius	002707	JD121520	Board of Supervisors Meeting 12/15/20	\$ 200.00
Jean-Jacques Darius	002707	JD122220	Board of Supervisors Meeting 12/22/20	\$ 200.00
Jerry Richardson	002682	1418	Hog Removal Service 11/20	\$ 1,300.00
Jerry Richardson	002703	1435	Hog Removal Service 12/20	\$ 1,300.00
Jonathan Tietz	002694	JT112420	Board of Supervisors Meeting 11/24/20	\$ 200.00
Jonathan Tietz	002709	JT121520	Board of Supervisors Meeting 12/15/20	\$ 200.00
Jonathan Tietz	002709	JT122220	Board of Supervisors Meeting 12/22/20	\$ 200.00
Pasco County	002701	Water Summary 11/20	Water Summary 11/20	\$ 5,501.35
Professor Cool, LLC	002676	2459	AC Units Maintenance 11/20	\$ 229.90
Richard D Jensen	002692	RJ112420	Board of Supervisors Meeting 11/24/20	\$ 200.00

Asturia Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2020 Through December 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Richard D Jensen	002708	RJ121520	Board of Supervisors Meeting 12/15/20	\$ 200.00
Richard D Jensen	002708	RJ122220	Board of Supervisors Meeting 12/22/20	\$ 200.00
Rizzetta & Company, Inc.	002677	INV0000054218	District Management Fees 11/20	\$ 4,509.50
Rizzetta & Company, Inc.	002677	INV0000054694	District Management Fees 12/20	\$ 4,509.50
Rizzetta Amenity Services, Inc.	002678	INV0000000008166	Amenity Management Services 11/20	\$ 4,008.92
Rizzetta Amenity Services, Inc.	002693	INV0000000008196	Amenity Management Services 11/20	\$ 2,880.83
Rizzetta Technology Services, LLC	002679	INV0000006607	Email & Website Hosting Services 12/20	\$ 190.00
Romaner Graphics	002680	20085	Repairs & Maintenance 07/20	\$ 1,110.00
Romaner Graphics	002680	20143	Repairs & Maintenance 08/20	\$ 1,300.00
Romaner Graphics	002680	20147	Keyed Padlocks 08/20	\$ 48.00
Southern Land Services of SW FL, Inc.	002681	101620-15	Mowing Phase 3 - ROW only 10/20	\$ 250.00
Southern Land Services of SW FL, Inc.	002681	103020-23	Mowing Phase 3 - ROW only 10/20	\$ 250.00
SSS Down To Earth Opco LLC	002672	79375	Grounds Maintenance 11/20	\$ 15,051.16
SSS Down To Earth Opco LLC	002702	81435	Grounds Maintenance 12/20	\$ 15,051.16

Asturia Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2020 Through December 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Stellar Electrical Services, LLC	002683	10052020001	Monument Sign Power Supply Replacement 10/20	\$ 800.00
Stellar Electrical Services, LLC	002683	11102020002	Clubhouse Back Patio GFI Repair 11/20	\$ 171.62
Suncoast Pool Service	002684	6697	Monthly Pool Service 11/20	\$ 870.00
Suncoast Pool Service	002704	6773	Monthly Pool Service 12/20	\$ 870.00
Tampa Poop 911 LLC	002668	A102020	Clean Pet Waste Stations & Trash Cans 10/20	\$ 684.66
Tampa Poop 911 LLC	002696	A112020	Clean Pet Waste Stations & Trash Cans 11/20	\$ 684.66
Times Publishing Company	002695	0000123533 11/15/20	Account #122995 Legal Advertising 11/20	\$ 166.50
Zoller Engineering LLC	002685	3072	Stormwater Management System Inspection 10/20	<u>\$ 292.00</u>
Report Total				<u>\$ 96,776.98</u>

Tab 3



Rizzetta & Company

Astoria Community Development District

Presented by:

Rizzetta Amenity Management Services, Inc.

**3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
813.514.0400**

rizzetta.com

Table of Contents

Amenity Services Audit	3
Option 1: Current Contract.....	7
Option 1: Schedule of Fees	8
Option 2: Previously Proposed Contract	9
Option 2: Schedule of Fees	10
Previously Proposed Contract.....	11



Amenity Services Audit – Asturia CDD

Dear Asturia Board Members,

As requested, we have performed an audit of the amenity services at Asturia based on the onsite experience of Justin Lawrence, Clubhouse Manager, from September 1st to December 17th. Due to COVID restrictions this data is not an accurate representation of the normal traffic flow at the amenities. Also, at amenity facilities, there are fluctuations in resident usage based on the seasons of the year. We are currently operating in what is considered the “off-season” of the year, and there are no events or rentals allowed at this time. We encourage the Board to keep these factors in mind when reviewing this information.

We look forward to speaking with you at the meeting. Please reach out if you have any questions.

Thank you!

Kelly Klukowski
Assistant Manager, Amenity Services
kklukowski@rizzetta.com

Deneen Klenke
Assistant Manager, Amenity Services
dklenke@rizzetta.com

1. Amenity Hours of Operation: (residents use access fob for entry)
 - Clubhouse – 10 am to 6 pm
 - Fitness Center – 4 am to 11:30 pm
 - Pool – Dawn to Dusk
 - Playground/Dog Park – Dawn to Dusk
2. Staffed Hours: Tuesday through Sunday from 10 am to 6 pm
3. Manned Amenity Hours – 48 hrs/wk
4. Example Staff Schedule:

Sat	Sun	Mon	Tue	Wed	Thu	Fri
Manager 10am-6pm	Attendant 10am-6pm		Manager 10am-6pm	Manager 10am-6pm	Manager 10am-6pm	Manager 10am-6pm
			Maintenance 10am – 5pm	Maintenance 10am – 4pm	Maintenance 10am – 4pm	Maintenance 10am – 4pm

Scheduled Hours
Clubhouse Manager – 40 hrs/wk
General Maintenance – 25 hrs/wk
Clubhouse Attendant – 8 hrs/wk

Maximum Contract Hours
Clubhouse Manager – 40 hrs/wk
General Maintenance – 25 hrs/wk
Clubhouse Attendant – 25 hrs/wk



5. Daily estimated utilization of the amenities by residents:

Clubhouse:

10am to 6pm = 2-5 residents

Fitness Center:

4am to 6am = 2-5 residents

6am to 8am = 4-10 residents

8am to 10am = 6-12 residents

10am to 12pm = 2-5 residents

12pm to 2pm = 2-5 residents

2pm to 4pm = 4-8 residents

4pm to 8pm = 6-12 residents

8pm to 11:30pm = 2-5 residents

Pool:

September and October = 30-40 residents throughout the day

November and December = 2-5 residents throughout the week

Dog Park:

Daily = 8-10 families

6. A detailed description of the daily duties performed by each amenity personnel and the estimate amount of time spent performing these duties.

Clubhouse Manager

Employee: Justin Lawrence

Typical Workdays: Tuesday through Saturday

Responsibilities:

Cleaning— Justin spends collectively an hour a day inspecting the Clubhouse and amenities cleanliness. As Clubhouse Manager he oversees the janitorial and cleaning services completed by Ramon. When Ramon is not onsite for a day, cleaning takes around 2-3 hours.

Interacting with Residents— Justin interacts with residents daily through phone calls, walk-ins, and visits during his facility inspections. Daily interactions average 12-15.

Access Fobs— Justin issues out access fobs through the week averaging 6-8 families per week. He spends 30-40 minutes per family issuing a new access fob.

After-Hours Emergency Calls— Justin receives 2-3 after hours calls a week. The calls are frequently from the security system but so far, they have not warranted an afterhours site visit. Example – security alarm is triggered when a resident uses the fitness center door on the pool side. Since the pool closes earlier than the fitness center the alarm is triggered.

Enforcing District Policies & Rules— Justin's onsite presence ensures resident follow rules and currently there are minimal residents violating District Policies and Rules.



Rizzetta & Company

Events— Justin is responsible for planning community events but during the current phased reopening established by the District, no events are allowed at this time.

Communicating with Residents— Justin disperses information to residents regarding upcoming meetings, events, policy changes, HOA information, and other community updates. Communication channels included the community board, signs around amenities, answering Clubhouse outlook emails, and Mailchimp email blast. MailChimp emails includes a monthly newsletter and weekly updates as needed. Justin spends an average of 7-11 hours a week communicating with residents.

Facility Inspections— Justin completes 3-4 daily walk through inspections of the facility and amenities. Inspections typically take 10-15 minutes and Justin looks for cleanliness, maintenance items, safety hazards (such as: erosion, ants, gators, sidewalks, wear and tear on the grounds, mulch level on playground, bridge safety, etc.).

Facility Rentals— Justin is responsible for managing rental agreements but during the current phased reopening established by the District, no rentals are allowed as this time.

Incident/Accident Reports— From September to December Justin has only needed to write one incident report. Report takes an average of 10-15 minutes to complete.

Purchases— Justin is responsible for purchases office supplies, cleaning products, gym supplies, tools and materials for maintenance projects, and any other supplies as needed. All receipts are properly organized, and a monthly report is sent to the District Finance team. Currently the research, purchase, inventory of products, and monthly report takes 9-11 hours a week.

Maintenance & Repairs— Justin generates work orders through his walk-through inspections and keeps a record of preventative maintenance and repairs. As needed, Justin contacts and meets with vendors for proposals. After proposals are approved Justin is responsible for coordinating and scheduling services. Justin oversees Ramon, who performs minor repairs to the facilities and equipment. Depending on current projects, Justin may spend 8-10 hours a week on maintenance and repair items.

Operation Report— Justin collectively spends 15-30 minutes a month creating the operations report that is sent to District Management.



General Maintenance

Employee: Ramon Eslava

Typical Workdays: Tuesday through Friday

Responsibilities:

Facility Appearance / Janitorial & Cleaning Responsibilities— Ramon spends 3-4 hours daily and 12-16 hours weekly on facility appearance. Such as: blowing off decks and walkways, arranging furniture, emptying trash receptacles, picking up debris, cleaning restrooms and refilling paper products, floors, windows, wiping down fitness equipment, clearing cobwebs, etc.

Facility Inspections—Ramon spends 30-60 minutes inspecting the facility daily and 2-4 hours a week. He checks for possible repairs and the condition of the facility, then reports items to Justin.

Community Inspections— Ramon spends 1-2 hours weekly inspecting the community, such as checking on monuments and signs, landscaping, ponds, streetlights, sidewalks & trails, etc.

Entry Monument— Ramon spends 1-2 hours a week maintaining the entry monument. Such as, checking for trash and make sure everything is functional and presentable.

Pressure Washing— Ramon performs pressure washing as need. If needed, pressure washing takes averages 2-3 hours a week.

Additional Repairs— Ramon does minor and some major repairs on need basis. Recently he saved the District somewhere between \$800-\$1500 on bridge pillar repair and bathroom/plumbing issues.

Clubhouse Attendant

Employee: John Pizzuto

Typical Workdays: Sunday from 10 am – 6 pm

Responsibilities:

The duties of the Clubhouse Attendant can range from many things but involves watching over the Clubhouse and amenities, enforcing District policies and rules, doing safety checks, and reporting any issues to the Manager. The attendant is trained to issue access cards and answer basic questions about the Clubhouse or District. Averages 2-3 hours of cleaning during shift.



Option 1: Current Contract

Maximum Hours:

Clubhouse Manager – 40 hrs/wk
 General Maintenance – 25 hrs/wk
 Clubhouse Attendant – 25 hrs/wk

Benefits:

- Clubhouse Building would be opened 7 days a week with staff.
- Clubhouse Building would be open 12 hours Wednesday through Sunday and open 8 hours on Monday and Tuesday.
- Contract would include cleaning service responsibilities that are currently budgeted at \$4,860 annual.

Example Staff Schedule:

Sat	Sun	Mon	Tue	Wed	Thu	Fri
Manager 9am-5pm			Manager 9am-5pm	Manager 9am-5pm	Manager 9am-5pm	Manager 9am-5pm
		Maintenance 9am – 5pm	Maintenance 11am – 4pm			
Attendant 3pm-9pm	Attendants 9am-9pm			Maintenance 3pm – 9pm	Maintenance 3pm – 9pm	Attendant 3pm-9pm

Amenity Schedule:

Clubhouse

M: 9 am to 5 pm
 T: 9 am to 5 pm
 W: 9 am to 9 pm
 T: 9 am to 9 pm
 F: 9 am to 9 pm
 S: 9 am to 9 pm
 S: 9 am to 9 pm

Fitness Center

M: 4 am to 11:30 pm
 T: 4 am to 11:30 pm
 W: 4 am to 11:30 pm
 T: 4 am to 11:30 pm
 F: 4 am to 11:30 pm
 S: 4 am to 11:30 pm
 S: 4 am to 11:30 pm

Pool / Playground / Dog Park

M: Dawn to Dusk
 T: Dawn to Dusk
 W: Dawn to Dusk
 T: Dawn to Dusk
 F: Dawn to Dusk
 S: Dawn to Dusk
 S: Dawn to Dusk



Rizzetta & Company

Option 1: Schedule of Fees

AMENITY MANAGEMENT SERVICES:

Services will be billed bi-weekly, payable in advance of each bi-week pursuant for 12 months.

PERSONNEL:

Full Time Personnel

- Clubhouse Manager – 40 hrs/wk

Part Time Personnel

- Clubhouse Maintenance – 25 hrs/wk

- Clubhouse Attendant – 25 hrs/wk

	ANNUAL
Budgeted Personnel Total ⁽¹⁾	\$ 102,120.
General Management and Oversight ⁽²⁾	\$ 10,800.
Total Services Cost:	\$ 112,920.

Amenity Contract Cost Per Assessment:

Based on 550 single-family homes and 118 townhomes

$\$112,920 \div 668 \text{ units} = \$169.04 \div 12 \text{ months} = \14.09

\$14.09 monthly average based on unit assessment



Rizzetta & Company

Option 2: Previously Proposed Contract

Maximum Hours:

Clubhouse Manager – 40 hrs/wk
 General Maintenance – 20 hrs/wk
 Clubhouse Attendant – 10 hrs/wk

Benefits:

- Annual total cost has decreased \$18,334 dollars from the current amenity contract.
- Contract includes cleaning service responsibilities that are currently budgeted at \$4,860 annual.

Example Schedule:

Sat	Sun	Mon	Tue	Wed	Thu	Fri
Manager 10am-6pm			Manager 10am-6pm	Manager 10am-6pm	Manager 10am-6pm	Manager 10am-6pm
		Maintenance 10am – 3pm	Maintenance 10am – 3pm	Maintenance 10am – 3pm	Maintenance 10am – 3pm	
	Attendant 10am-6pm					

Amenity Schedule:

Clubhouse

M: Closed
 T: 10 am to 6 pm
 W: 10 am to 6 pm
 T: 10 am to 6 pm
 F: 10 am to 6 pm
 S: 10 am to 6 pm
 S: 10 am to 6 pm

Fitness Center

M: 4 am to 11:30 pm
 T: 4 am to 11:30 pm
 W: 4 am to 11:30 pm
 T: 4 am to 11:30 pm
 F: 4 am to 11:30 pm
 S: 4 am to 11:30 pm
 S: 4 am to 11:30 pm

Pool / Playground / Dog Park

M: Dawn to Dusk
 T: Dawn to Dusk
 W: Dawn to Dusk
 T: Dawn to Dusk
 F: Dawn to Dusk
 S: Dawn to Dusk
 S: Dawn to Dusk



Option 2: Schedule of Fees

AMENITY MANAGEMENT SERVICES:

Services will be billed bi-weekly, payable in advance of each bi-week pursuant for 12 months.

PERSONNEL:

Full Time Personnel

- Clubhouse Manager – 40 hrs/wk

Part Time Personnel

- Clubhouse Maintenance – 20 hrs/wk

- Clubhouse Attendant – 10 hrs/wk

	ANNUAL
Budgeted Personnel Total ⁽¹⁾	\$ 83,786.
General Management and Oversight ⁽²⁾	\$ 10,800.
Total Services Cost:	\$ 94,586.

Amenity Contract Cost Per Assessment:

Based on 550 single-family homes and 118 townhomes

$\$94,586 \div 668 \text{ units} = \$141.60 \div 12 \text{ months} = \11.80

\$11.80 monthly average based upon unit assessment



Rizzetta & Company

CONTRACT FOR PROFESSIONAL AMENITY SERVICES

DATE: November 23, 2020

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
Tampa, 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;

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: Shall be employed as a part time, hourly position to maintain the general maintenance, preventive maintenance, field operation duties, janitorial and cleaning services of the Districts amenities.

c) Clubhouse Attendant: 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 payroll deposit to the Consultant for use in paying salaries and related costs for personnel assigned and providing services to the District. This payroll 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
Tampa, Florida 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 a Clubhouse Attendant 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:** Shall be employed as a part time, hourly position to maintain the general maintenance, preventive maintenance, field operation duties, janitorial and cleaning services of the District's amenities.
- c) **Clubhouse Attendant:** 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:

Clubhouse Manager

- Ensure safe and presentable overall appearance of District property and facilities.
- Represent the District in interactions with residents and guests on a day-to-day basis.
- Display flexibility in handling after-hours emergency calls.
- When requested, attend District Board of Supervisor meetings.
- Provide the best possible customer service to the residents and guests to maintain a safe and comfortable environment.
- Responsible for enforcing the District Policies and Rules.
- Design, promote and implement community events and activities and develop corresponding calendar of such events.
- Notify residents of upcoming events, meetings, and general information.
- 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.
- Prepare any incident or accident reports and forward to the District Manager.
- Submit a monthly Operations Manager report to the District Manager. Include:
 - Maintenance actions
 - Administrative actions
 - Incidents and issues
 - Resident Payment Log
 - Recommendations
- Purchase (via Consultant supplied debit card) supplies, consumables, and other items as approved by the District, and timely review and monthly submission of invoices.
- Post signage as directed by District Management.
- Process and Maintain work order requests and maintenance journal.
- Maintain preventative maintenance records and inventories.
- Maintain and manage warranties, regular maintenance, and inspections for the facilities as needed (fire inspections, pest control, mechanical systems, security alarms.).
- Process access card purchase requests. Maintain log of all transactions and submit a monthly report to the Finance Team.
- Request Video pulls for all pool/spa incidents and entry gate incidents and submit to District Manager and District Counsel as required.
- Day-to-day operations, budgeting, and managing vendor contracts relating to the amenity facilities, development of standard operation policies and procedures.
- Contact vendors for maintenance issues as needed.
- Work with assigned contractors to ensure quality service is provided to the District.
- Meet with prospective vendors for proposals, quotes, etc.
- Prepare and obtain quotes for services when directed by the District Manager or Board.
- Minor repairs to facilities and equipment, as necessary.
- Oversee workplace operations to maintain and improve effectiveness and efficiency.
- Oversee and assist in sanitizing and cleaning all surfaces and objects in the clubhouse, fitness center, and all CDD amenities. Keep facility clean, empty trash receptacles, restock paper products, and straighten deck furniture.

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.
- 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 Clubhouse Manager.
- Touch up paint interior and exterior.
- Check and assess street signs, monuments, and informational signs.
- Perform minor repairs to equipment and facilities as needed.
- Conduct frequent vehicle patrols in the community and report/repair problems such as, but not limited to, damaged street signs, sidewalk trip hazards, reporting non-operational street lights, noting landscaping deficiencies, reporting issues with ponds/nature preserve areas, following-up on street tree issues, noting areas that require pressure washing, picking up rubbish/debris and removing road kill.
- Conduct pressure washing of District areas throughout community.
- Maintain the "Entry Monument" area on a regular basis by picking up debris/rubbish, remove graffiti/dirt/stains and repair and paint monument when necessary.
- Interior of Building(s): Change A/C filters, replace light bulbs, ensure all door locks are in good condition, control cobwebs, dust, conduct light painting and conduct minor electrical/plumbing repairs
- Maintain a high level of appearance of all indoor/outdoor spaces.

Janitorial and Cleaning Responsibilities:

- Clubhouse / Kitchen
 - Clean entrance area and wipe glass doors on both sides.
 - Wipe and disinfect clean all countertops, sinks and exterior of cabinets.
 - Wipe clean all tables and chairs, arrange chairs properly.
 - Wipe clean interior and exterior of microwave and exterior of other appliances.
 - Trash will be emptied and removed to dumpster area. Clean trash cans as
 - Restock kitchen paper supplies.
 - All trash receptacles will be emptied, and trash removed to dumpster area.
 - Dust all surfaces of desks, tables, counters, filing cabinets, and other office equipment.
 - Wipe clean Conference Room tables and properly arrange chairs.
 - Dust, sweep, and mop hard surface floors.
- Restrooms
 - Fill dispensers with towels, tissue, and hand soap. Wipe dispenser fronts.
 - Empty sanitary napkin receptacles, disinfect, and re-line from stock.
 - Empty trash receptacles and wipe, if needed.
 - Dust sink traps, counters, ledges, tops of partitions, mirrors, and air grills.
 - Sweep tile floor.
 - Disinfect interior and exterior of toilets, toilet seats, and urinals. Polish chrome.
 - Spot clean toilet partitions.
 - Clean sinks
 - and polish chrome fittings.
 - Remove splash marks from walls around sinks.

- Clean and polish mirrors.
- Wet mop restroom floors with disinfectant, pouring water down drains to eliminate odors.
- Fitness Center
 - Wipe down and sanitize equipment, clean mirrors, clean floors, and dust.
- Pool Deck
 - Remove trash from trash bags, patrol for debris.
 - Clean outside furniture and orange furniture properly.
- Other Cleaning
 - Dust all vertical surfaces of desks, file cabinets, and other office furniture.
 - Detail clean all floor edges, corners and beneath furniture.
 - Mop hard surface floors, including corners, edges, and under office furniture.
 - Dust picture frames.
 - Dust and disinfect all office equipment, including behind computers, monitors and their bases.
 - Dust ceiling corners and remove cobwebs.
 - Dust baseboards.
 - Window cleaning includes window ledges and blinds.
 - Spot clean light switches and doorframes.
 - Clean doorknobs, push plates and kick plates.
 - Dust vertical and venetian blinds.
 - High dust HVAC vents and louvers.
 - Keep all storage spaces in a clean and orderly condition. Equipment and cleaning supplies shall be properly stored.

Clubhouse Attendant

- Ensure safe and presentable overall appearance of District property and facilities.
- Oversee clubhouse, pool, and fitness center to maintain and improve effectiveness and efficiency.
- Represent the District in interactions with residents and guests.
- Provide the best possible customer service to the residents and guests to maintain a safe and comfortable environment.
- Full knowledge/awareness of all rules and regulations of the amenities.
- As necessary, prepare any incident or accident reports and forward to the Clubhouse Manager.
- Refer any resident request to purchase access card to Clubhouse Manager during weekly hours.
- Notify Clubhouse Manager of all maintenance issues.
- Minor repairs to facilities and equipment, as necessary.
- Assist in sanitizing and cleaning all surfaces and objects in the clubhouse, fitness center, and all CDD amenities.

EXHIBIT B
 Schedule of Fees

AMENITY MANAGEMENT SERVICES:	
Services will be billed bi-weekly, payable in advance of each bi-week pursuant to the following schedule for the period of November 23, 2020 to September 30, 2021.	
PERSONNEL:	
Full Time Personnel (40 hr/wk)	
-Clubhouse Manager	
Part Time Personnel (20 hr/wk)	
- General Maintenance	
Part Time Personnel (10 hr/wk)	
-Clubhouse Attendant	
	ANNUAL
Budgeted Personnel Total ⁽¹⁾	\$ 70,896
General Management and Oversight ⁽²⁾	\$ 10,800.
Total Annual Cost:	\$ 81,696.

(1). Budgeted Personnel: 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.

Schedule of Fees

AMENITY MANAGEMENT SERVICES:	
Services will be billed bi-weekly, payable in advance of each bi-week pursuant to the following schedule for the period of October 1, 2021 to September 30, 2022.	
PERSONNEL:	
Full Time Personnel (40 hr/wk)	
-Clubhouse Manager	
Part Time Personnel (20 hr/wk)	
- General Maintenance	
Part Time Personnel (10 hr/wk)	
-Clubhouse Attendant	
	ANNUAL
Budgeted Personnel Total ⁽¹⁾	\$ 83,786.
General Management and Oversight ⁽²⁾	\$ 10,800.
Total Annual Cost:	\$ 94,586.

(1). Budgeted Personnel: 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.

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 4



Lighting Proposal

WO 37912006

DE Contact: Tim Gayson

Address: 4121 St. Lawrence Dr. New Port Richey, FL 34653

Phone: 727-372-5109

December 7, 2020

Project Details	
Customer:	Asturia CDD
Account:	1466301389
Site:	0000 PROMENADE PKY *LITE ODESSA FL 33556
Contact:	Sean Manson
Phone:	386-214-3370

Scope of Request
INSTALLING (9) 50W LED MONTICELLO FIXTURES ON (9) 16' LIGHT BLACK WASHINGTON POLES IN NEW PHASE OF ASTURIA PHASE 4.
APPROVED SIGNER IS LANE GARDNER

Quantity Required	Product Description Fixtures and Poles	Per Unit				Sub-Total
		Rental	Maint.	Fuel & Energy	Unit Total	
9	16' WASHINGTON SNGL PLBC16W	\$21.77	\$0.00	\$0.00	\$21.77	\$195.93
9	50W LED Monticello 3K Type III	\$20.16	\$1.39	\$1.11	\$22.66	\$203.94
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
Rental, Maintenance, F&E Totals:		\$377.37	\$12.51	\$9.99		
<i>Monthly rates are subject to tariff rate changes</i>		Estimated Monthly Rental				\$399.87
		† Deposit				\$800.00
<i>Estimates valid for 30 days and subject to change.</i>		Choose	<input type="checkbox"/>	◇ CIAC ONE TIME PAYMENT		\$6,080.40
		One	<input type="checkbox"/>	* MLDF MONTHLY PAYMENT		\$96.68

Estimated Monthly Rental excludes any applicable taxes, franchise fees or customer charge.

† **Deposit** - The required deposit (applied separately to your lighting bill) will equal approximately two months of the monthly rental bill, but no less than \$25.00 and subject to change upon review of the account's existing deposit.

◇ **CIAC** - The one time invoice for the Contribution in Aid of Construction will be mailed to you separately upon approval of this proposal and payment is due before the work can be released to scheduling of construction.

OR

* **MLDF** - This Monthly Lighting Distribution Fee will be billed to you separately each month is 1.59% of the Underground or Overhead Service feed and pole installation.

Choose ONE Option by Checking a Box Above

In order for us to proceed with the above proposed lighting design we will need an authorized signature on this proposal and any other required documents enclosed. Do not remit any payment with this form and do not fax.

Return these signed documents to the mailing address above or email the color scanned PDF if instructed.

ok forward to working with you on this project.

Authorized Signature _____ Date _____

(Please sign and date to approve this proposal and return via email or the mailing address above)



LIGHTING SERVICE CONTRACT

ACCOUNT NUMBER
1466301389
WORK ORDER NUMBER
37912006
DEF CONTACT
Tim Gayson

CUSTOMER NAME: Asturia CDD

SERVICE LOCATION(S) 0000 PROMENADE PKY *LITE ODESSA FL 33556
(Street address, city/county, Company account number if established)

This Lighting Service Contract ("Contract") is hereby entered into December 7, 2020 between Duke Energy Florida, LLC (hereinafter called the Company) and Asturia CDD (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LS-1, or its successor, as the same is on file with the Florida Public Service Commission (FPSC) and as may be amended and subsequently filed with the FPSC. To the extent there is any conflict between this Contract and the Lighting Service Rate Schedule, the Lighting Rate Schedule shall control.

The Customer further understands that service under this rate shall be for an initial term of **ten (10) years** and shall continue hereafter until terminated by either party upon written notice sixty (60) days prior to termination.

The Company shall install the following facilities (hereinafter called the Facilities):

Fixture / Pole Types and Number Installed:

16' WASHINGTON SNGL PLBC16W	QTY	9
50W LED Monticello 3K Type III	QTY	9
	QTY	
	QTY	
	QTY	
	QTY	
	QTY	
	QTY	

Additional facilities:

(Continued in Next Page)



Rate per Month:

The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission.

Customer Charge	
Pole Charge	
Light Fixture Charge	
Light Fixture Maintenance Charge	
Energy and Demand Charge :	
Non-fuel Energy Charge	
Plus the Cost Recovery Factors listed in	
Rate Schedule BA-1, <i>Billing Adjustments</i> **,	
except the Fuel Cost Recovery Factor and	
Asset Securitization Charge Factor:	See Sheet No. 6.105 and 6.106
Fuel Cost Recovery Factor **:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105

***Charges are normally revised on an annual basis.*

Additional Charges:

Certain additional charges may also apply to the installation.

Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fees:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

THE CUSTOMER AGREES:

1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.
2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Contract.
3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

IT IS MUTUALLY AGREED THAT:

4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.
5. The Company does not guarantee continuous lighting service and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment. Nothing in this Contract is intended to benefit any third party or to impose any obligation on the Company to any such third party.
6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.
7. Modification of the facilities provided by the Company under this Contract may only be made through the execution of a written amendment to this Contract.

(Continued in Next Page)



8. The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.
9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
10. The Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.
11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).
12. This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized.
13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.
14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges, remaining Contribution In Aid of Construction ("CIAC"), if applicable, and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.
15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.
16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.
17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.
18. This Contract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.

(Continued in Next Page)



19. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Contract by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Contract by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.

20. In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.

IN WITNESS WHEREOF, the parties hereby caused this Contract to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Asturia CDD
Customer (Print or type name of Organization)

DUKE ENERGY FLORIDA, LLC

By: _____
(Signature)

By: _____
(Signature)

(Print or Type Name)

Tim Gayson
(Print or Type Name)

Title: _____

Title: Duke Energy Representative