



Rizzetta & Company

Talavera Community Development District

**Board of Supervisors' Meeting
August 21, 2019**

**District Office:
5844 Old Pasco Road, Suite 100
Wesley Chapel, FL 33544
813-994-1001**

www.talaveracdd.org

**TALAVERA
COMMUNITY DEVELOPMENT DISTRICT**

Talavera Amenity Center, 18955 Rococo Road, Spring Hill, FL 34610

Board of Supervisors	Betty Valenti David Griffin Brady Lefere Brian Soldano Lee Thompson	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Jordan Lansford	Rizzetta & Company, Inc.
District Counsel	Scott Steady	Burr Forman, PA
District Engineer	Tonja Stewart	Stantec Consulting

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) 933-5571. 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.

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

August 13, 2019

Board of Supervisors
Talavera Community
Development District

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Talavera Community Development District will be held on **Wednesday, August 21, 2019 at 9:00 a.m.**, at the office of Rizzetta & Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors' Meeting held on July 17, 2019.....Tab 1
 - B. Consideration of Operation & Maintenance Expenditures for June 2019.....Tab 2
- 4. BUSINESS ITEMS**
 - A. Presentation of Field Inspection Report.....Tab 3
 - B. Presentation of Aquatics Report.....Tab 4
 - C. Consideration of Dissemination Agreement.....Tab 5
 - D. Consideration of Technology Services Contract.....Tab 6
 - E. Consideration of Community Sports Courts Proposal.....Tab 7
 - F. Consideration of Yellowstone Landscape Proposals.....Tab 8
 - G. Consideration of Non-Exclusive License Agreement for Milly Music, LLC.....Tab 9
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Clubhouse Manager
 1. Presentation of Clubhouse Report.....Tab 10
 - D. District Manager
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 933-5571.

Sincerely,
Jordan Lansford
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.

TALAVERA COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Talavera Community Development District was held on **Wednesday, July 17, 2019 at 6:00 p.m.** at the Talavera Amenity Center, located at 18955 Rococo Road, Spring Hill, FL 34610.

Present and constituting a quorum:

Betty Valenti	Board Supervisor, Chairman
Brady Lefere	Board Supervisor, Assistant Secretary
Lee Thompson	Board Supervisor, Assistant Secretary
David Griffin	Board Supervisor, Assistant Secretary

Also present were:

Jordan Lansford	District Manager; Rizzetta & Company, Inc.
Angel Montagna	RDM; Rizzetta & Company, Inc.
Scott Steady	District Counsel; Burr Forman, PA
Scott Brizendine	District Financial Services; Rizzetta & Company, Inc. <i>(via conference call)</i>
Andrew Larson	Clubhouse Manager

Audience

FIRST ORDER OF BUSINESS

Call to Order

Ms. Montagna called the meeting to order and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments

Audience comments were entertained regarding ponds, speeding in the community, safety issues, fireworks, and cars parked at bus stops. Comments were also entertained regarding a Hurricane Plan, no soliciting signage, dog stations, a downed stop sign, and silt fencing.

THIRD ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors Meeting held on June 19, 2019

There were no changes made to the meeting minutes.

On a Motion by Ms. Valenti, seconded by Mr. Lefere, with all in favor, the Board of Supervisors approved the June 19, 2019 Meeting Minutes for the Talavera Community Development District.

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49 **FOURTH ORDER OF BUSINESS** **Consideration of the Operation &**
50 **Maintenance Expenditures for May 2019**
51

52 Ms. Montagna presented the Operation and Maintenance Expenditures for May 2019.
53

On a Motion by Ms. Valenti, seconded by Mr. Thompson, with all in favor, the Board of Supervisors ratified the Operation & Maintenance Expenditures for May 2019 (\$52,467.21) as presented for the Talavera Community Development District.

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55 **FIFTH ORDER OF BUSINESS** **Presentation of Landscape Report**
56

57 Ms. Montagna presented the June Landscape Report to the Board.
58

59 **SIXTH ORDER OF BUSINESS** **Consideration of Proposals from**
60 **Yellowstone Landscaping**
61

62 The Board reviewed two proposals from Yellowstone Landscaping. The proposals were
63 for sod replacement at the Baragan and Talavera intersection and the Amenity Center berm. The
64 Board requested proposals for St. Augustine instead of Bahia.
65

On a Motion by Ms. Valenti, seconded by Mr. Griffin, with all in favor, the Board of Supervisors approved obtaining proposals for St. Augustine sod replacement not-to-exceed \$450.00 for the Talavera Community Development District.

66
67 It was stated that the west side of the splash pad is damaged.
68

69 **SEVENTH ORDER OF BUSINESS** **Presentation of Aquatics Report**
70

71 Ms. Montagna presented the July Aquatics Maintenance Report to the Board.
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73 **EIGHTH ORDER OF BUSINESS** **Consideration of Proposals for ADA**
74 **Website Compliance**
75

76 Ms. Montagna presented and reviewed the proposals for ADA website compliance. A
77 discussion ensued.
78

On a Motion by Ms. Valenti, seconded by Mr. Lefere, with all in favor, the Board of Supervisors approved Campus Suite's proposal for ADA Website Compliance for the Talavera Community Development District.

79 **NINTH ORDER OF BUSINESS** **Consideration of Resolution 2019-09, Re-**
80 **designating an Assistant Secretary**
81

82 Ms. Montagna presented Resolution 2019-09, Re-designating an Assistant Secretary. Ms.
83 Montagna informed the Board that Ms. Lansford will be taking over the District moving forward.
84 She stated that Ms. Lansford has already been assisting behind the scenes.
85

On a Motion by Mr. Lefere, seconded by Mr. Thompson, with all in favor, the Board of Supervisors approved Resolution 2019-09, Re-designating an Assistant Secretary (Jordan Lansford) for the Talavera Community Development District.

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87 **TENTH ORDER OF BUSINESS** **Consideration of Resolution 2019-10,**
88 **Amending Fiscal Year 2018/2019 Budget**
89

90 Ms. Montagna stated that this resolution was not needed after all and would be voided.
91

92 **ELEVENTH ORDER OF BUSINESS** **Public Hearing on Fiscal Year 2019/2020**
93 **Final Budget**
94

95 Ms. Montagna asked for a motion to open the Public Hearing on the Fiscal Year 2019/2020
96 Final Budget.
97

On a Motion by Mr. Lefere, seconded by Ms. Valenti, with all in favor, the Board of Supervisors opened the Public Hearing on the Fiscal Year 2019/2020 Final Budget for the Talavera Community Development District.

98
99 Ms. Montagna presented and reviewed the Fiscal Year 2019/2020 Final Budget. She
100 entertained comments and questions.
101

102 Ms. Montagna asked for a motion to close the Public Hearing on the Fiscal Year 2019/2020
103 Final Budget.
104

On a Motion by Mr. Thompson, seconded by Ms. Valenti, with all in favor, the Board of Supervisors closed the Public Hearing on the Fiscal Year 2019/2020 Final Budget for the Talavera Community Development District.

105
106 **TWELFTH ORDER OF BUSINESS** **Consideration of Resolution 2019-11,**
107 **Adopting Fiscal Year 2019/2020 Final**
108 **Budget**
109

110 Ms. Lansford presented Resolution 2019-11, Adopting Fiscal Year 2019/2020 Final Budget.
111

On a Motion by Mr. Lefere, seconded by Ms. Valenti, with all in favor, the Board of Supervisors approved Resolution 2019-11, Adopting Fiscal Year 2019/2020 Final Budget (\$644,104) for the Talavera Community Development District.

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THIRTEENTH ORDER OF BUSINESS **Public Hearing on Fiscal Year 2019/2020
Special Assessments**

Ms. Montagna asked for a motion to open the Public Hearing on the Fiscal Year 2019/2020 Special Assessments.

On a Motion by Mr. Thompson, seconded by Ms. Valenti, with all in favor, the Board of Supervisors opened the Public Hearing on the Fiscal Year 2019/2020 Special Assessments for the Talavera Community Development District.

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Ms. Montagna presented the Fiscal Year 2019/2020 Special Assessments. She entertained comments and questions.

Ms. Montagna asked for a motion to close the Public Hearing on the Fiscal Year 2019/2020 Special Assessments.

On a Motion by Mr. Thompson, seconded by Ms. Valenti, with all in favor, the Board of Supervisors closed the Public Hearing on the Fiscal Year 2019/2020 Special Assessments for the Talavera Community Development District.

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FOURTEENTH ORDER OF BUSINESS **Consideration of Resolution 2019-12,
Imposing Special Assessments and
Certifying an Assessment Roll**

Ms. Montagna presented Resolution 2019-12, Imposing Special Assessments and Certifying an Assessment Roll.

On a Motion by Mr. Lefere, seconded by Ms. Valenti, with all in favor, the Board of Supervisors approved Resolution 2019-12, Imposing Special Assessments and Certifying an Assessment Roll for the Talavera Community Development District.

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FIFTEENTH ORDER OF BUSINESS **Consideration of Resolution 2019-13,
Setting the Meeting Schedule for Fiscal
Year 2019/2020**

Ms. Montagna presented and reviewed Resolution 2019-13, Setting the Meeting Schedule for Fiscal Year 2019/2020. A discussion ensued. The Board will now be holding their meetings a 6:00 p.m. every other month at the Talavera Amenity Center and their morning meetings at Rizzetta & Company's Wesley Chapel office.

On a Motion by Mr. Thompson, seconded by Ms. Valenti, with all in favor, the Board of Supervisors approved Resolution 2019-13, Setting the Meeting Schedule for Fiscal Year 2019/2020 as amended for the Talavera Community Development District.

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SIXTEENTH ORDER OF BUSINESS **Ratification of Approval of Cushion Solutions Proposal**

Ms. Montagna presented the approved proposal from Cushion Solutions.

On a Motion by Ms. Valenti, seconded by Mr. Lefere, with all in favor, the Board of Supervisors ratified the approval of the Cushion Solutions Proposal as presented for the Talavera Community Development District.

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SEVENTEENTH ORDER OF BUSINESS **Consideration of Resolution 2019-14, Supplemental Resolution**

Mr. Steady presented and reviewed Resolution 2019-14, Supplemental Assessment Resolution. He reviewed the bond issuance process. Mr. Steady stated that the final resolution will include the Engineer's Report and the Assessment Methodology Report.

On a Motion by Mr. Lefere, seconded by Ms. Valenti, with all in favor, the Board of Supervisors approved Resolution 2019-14, Supplemental Resolution in substantial form for the Talavera Community Development District.

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Mr. Steady suggested that the Board continue the meeting in case there were more bond documents that would need their approval.

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EIGHTEENTH ORDER OF BUSINESS **Staff Reports**

- A. District Counsel
No report was presented.
- B. District Engineer
Not present.
- C. Clubhouse Manager
Mr. Larson presented the Clubhouse Report for June 2019. He reviewed a list of ideas for next fiscal year.

Mr. Larson presented a proposal for screen replacement. This item was tabled.

Mr. Larson presented two proposals for Roll Curtains. This item was also tabled.
- D. District Manager

178 Ms. Montagna announced that the next regularly scheduled meeting will be held
179 on Wednesday, August 21, 2019 at 9:00 a.m. at the office of Rizzetta &
180 Company, Inc., located at 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL
181 33544.

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183 Ms. Montagna presented the Audit for Fiscal Year Ended September 30, 2018.
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On a Motion by Ms. Valenti, seconded by Mr. Griffin, with all in favor, the Board of Supervisors accepted the Audit for Fiscal Year Ended September 30, 2018 as presented for the Talavera Community Development District.

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186 **NINETEENTH ORDER OF BUSINESS** **Supervisor Requests**
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188 Ms. Montagna asked if there were any Supervisor requests. There were none.
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190 **TWENTIETH ORDER OF BUSINESS** **Adjournment**
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192 Ms. Montagna stated that if there was no further business to come before the Board then
193 a motion to continue the meeting would be in order.
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On a Motion by Mr. Griffin, seconded by Mr. Thompson, with all in favor, the Board of Supervisors continued the meeting to July 25, 2019 at 3:30 p.m. at the office of Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 for the Talavera Community Development District.

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Assistant Secretary

Chairman / Vice Chairman

Tab 5

DISSEMINATION AGREEMENT

August 19, 2019

District Manager
Talavera Community Development District
12750 Citrus Park Lane
Suite 115
Tampa, Fl. 33625

Dear Sir or Madam:

Rizzetta & Company (“Rizzetta” or the “Dissemination Agent”) hereby enters into this Dissemination Agreement with the Talavera Community Development District (the “District”) to act as the District’s Dissemination Agent. The duties of the Dissemination Agent are set forth in the Continuing Disclosure Agreements dated December 22, 2016 for the Capital Improvement Revenue Bonds, Series 2016A-1, Series 2016A-3 and dated July 29, 2019 for the Capital Improvement Revenue Bonds, Series 2019 (the “Continuing Disclosure Agreements”). The purpose of this Agreement is to facilitate the District’s compliance with the Securities and Exchange Commission’s Rule 15c2-12(b)(5) (the “Rule”) related to continuing disclosure. In performing its duties as Dissemination Agent, Rizzetta is acting as an independent contractor for the purpose of facilitating the District’s Rules obligations and is not an agent of the District. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Continuing Disclosure Agreements.

1. **Duties:** The Dissemination Agent shall have only such duties as are specifically set forth in the Continuing Disclosure Agreements. Both the District and Rizzetta understand that the scope of services under this Agreement and the Continuing Disclosure Agreement(s) will change as and when the District is the only remaining Obligated Person (as defined in the Continuing Disclosure Agreement) and Rizzetta will promptly notify the District upon such occurrence.
2. **Fees:** Rizzetta will be responsible for all out-of-pocket expenses. The annual fee for Rizzetta’s service under this agreement is \$6,000 for the Series 2016A-1, 2016A-3 Bonds and Series 2019 Bonds [and will be \$1,000 per year for each additional bond issuance of the District, subject to these disclosure requirements].
3. **Third Party Assistance:** Rizzetta reserves the right to engage a third party for the purpose of assisting Rizzetta in carrying out the services outlined in this Agreement.
4. **Termination:** Both the District and Rizzetta will have the right to terminate this Agreement upon sixty (60) days prior written notice.
5. **Representations of District:** The District represents and warrants that it will not withhold any information necessary for Rizzetta to carry out its duties under this Agreement and that it will supply all information requested by Rizzetta. The District further acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be produced by the District and the Developer. The Dissemination Agent’s duties are those

of collection, collation, and dissemination, and not of authorship or creation. Consequently, the Dissemination Agent shall have no responsibility for the content of the information disseminated by it, except to the extent that such information was/is authored, created, or maintained by Rizzetta (to specifically exclude any information authored or produced by the Developer and/or any other third party) while under contract to provide District Management Services to the District. Compliance with all securities law liabilities, including compliance with the Rule, will remain the obligation of the District and the Developer.

- 6. **Indemnification:** To the extent permitted by law, the District will indemnify Rizzetta for any action or actions brought by Owners, as defined in the Continuing Disclosure Agreement, as a result of the failure of the District to meet any requirement of this Agreement or the Continuing Disclosure Agreement, except for any action(s) arising from Rizzetta’s negligence or willful misconduct. To the extent permitted by law, Rizzetta will indemnify the District for any action or actions brought by Owners as a result of Rizzetta’s gross negligence or willful misconduct, as determined by a court of competent jurisdiction.
- 7. **Waiver of Jury Trial:** EACH OF THE DISTRICT AND RIZZETTA KNOWINGLY WAIVE ANY RIGHT TO TRIAL BY JURY.
- 8. **Agreement Governed by Florida Law:** The terms and conditions of this Agreement shall be governed by the laws of the State of Florida.

This Agreement shall be effective upon the District’s acceptance hereof.

Very truly yours,
Rizzetta & Company, Inc.

By: William J. Rizzetta
President

Approved and Accepted:

Talavera
Community Development District

By: _____

Title: _____

Date: _____

COMPLIANCE WITH PUBLIC RECORDS LAWS:

Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement 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.

MUNICIPAL ADVISOR DISCLAIMER:

Rizzetta & Company, Inc., does not represent the Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Community Development District with financial advisory services or offer investment advice in any form.

Tab 9

**NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN THE TALAVERA
COMMUNITY DEVELOPMENT DISTRICT AND MILLY MUSIC LLC, REGARDING
THE USE OF THE DISTRICT'S AMENITY FACILITIES**

THIS LICENSE AGREEMENT (" Agreement") is made and entered into this day of _____, 2019, by and between:

TALAVERA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Pasco County, Florida, and with offices at 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 (the "District"), and

MILLY MUSIC LLC, a Florida limited liability company, with a mailing address of 19206 Garden Quilt Circle, Lutz, Florida 33558 (the "Licensee").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District owns, operates, and/or maintains various recreation facilities, including, but not limited to an Activity Center, within the boundaries of the District (the "Amenity Facilities"); and

WHEREAS, Licensee currently provides music for kids programs and has asked the Board of Supervisors of the District for permission to provide such classes at the Amenity Facilities (the "Services"); and

WHEREAS, the District is willing to grant a non-exclusive, revocable license allowing the Licensee to enter a specific portion of the Amenity Facilities for the purposes of providing the Services, provided that such use does not impede the District's operation of the Amenity Facilities as a public improvement; and

WHEREAS, in order for the District to recover certain additional costs it will incur in the provision of the License (e.g. electricity and cleaning costs), the Licensee shall pay the District ten percent (10%) of the customer proceeds.

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 the Licensee agree as follows:

1. **INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Agreement.

2. **LICENSE.** The District hereby grants and conveys to the Licensee a non- exclusive license to enter a specific portion of the Amenity Facilities for the purposes of providing the Services (the "License"). Licensee agrees it shall provide Services to the District's Members only. "Members" for purposes of this Agreement shall have that meaning as defined in the District's

Consolidated Second Edition Recreational Facilities Rules & Regulations dated April 17, 2019, as amended and revised from time to time (the "Amenity Facility Rules"). At the District's request, Licensee shall provide a list of a full roster of Members who utilize Licensee's Services to the District Manager, as such list may change from time to time. This list must contain member names and addresses for verification of Member status. Licensee also acknowledges that, pursuant to the Amenity Facility Rules, any Member under the age of twelve (12) must be accompanied by an Adult (as defined in the Amenity Facility Rules) while at the Amenity Facilities in order to participate in the Services.

3. **HOURS AND AREA.** Licensee shall coordinate Services directly with the District Manager or his/her on-site management designee. Licensee shall schedule all Services in advance pursuant to the means and methods set forth by the District Manager and his/her on-site management designee, who shall have final and absolute discretion with respect to matters related to scheduling and designation of area of Amenity Facilities where such Services may be provided.

4. **USE OF AREA.** Licensee shall not have exclusive use of the Amenity Facilities, but shall have exclusive use of the designated portion or area of the Amenity Facilities for operation of the Services during the hours approved by District Manager. However, Licensee's use shall not interfere with the operation of the Amenity Facilities as a public improvement and the Licensee hereby agrees that in the event District-owned real property is assessed real property taxes by virtue of this License, Licensee hereby agrees to pay any all such taxes. The Licensee agrees that all use of the Amenity Facilities shall be subject to the rules and policies of the District, including but not limited to the Amenity Facility Rules, and the District shall have the right to take such actions as are necessary to preserve the health, safety, and welfare of its residents, landowners, lands, and facilities.

5. **FEES.** In consideration of the provision of the License, Licensee hereby agrees to pay the District ten percent (10%) per customer to reimburse the District for certain additional costs it will incur in connection with the License (e.g. electricity and cleaning costs).

6. **TERM.** This Agreement shall commence upon the date and time first written above, and shall continue in effect until terminated by either party hereto.

7. **PROFESSIONAL JUDGMENT.** Licensee represents that it is qualified to provide the Services and to provide certified, trained and qualified instructors. Licensee shall maintain all required licenses in effect and shall at all times exercise sound professional judgment in provision of the Services, including taking precautions for the safety of its students and employees. All minors taking part in the Services offered shall only be with the consent of a parent or guardian. The District shall in no way be responsible for the safety of any student while taking part in the Services. Any and all waivers signed by Licensee's users shall acknowledge the fact that the District is not responsible. Licensee shall remain an active Florida business in good standing during the term of this License. Failure to do so shall allow the District to immediately terminate the License.

8. **CARE OF PROPERTY.** The Licensee agrees to use all due care to protect the property of the District, its residents, and landowners from damage, and to require any participants in the Services to do the same. The Licensee agrees that it shall assume responsibility for any and

all damage to the District's Amenity Facilities or lands as a result of the Licensee's use under this Agreement and other damage, other than ordinary wear and tear, which may be attributable to an act or omission by the Licensee or its agent. In the event that any damage to the District's Amenity Facilities or lands occurs, the District shall notify the Licensee of such damage. The Licensee agrees that the District may make whatever arrangements the District, in its sole discretion, deems necessary to promptly make any such repairs as are necessary to preserve the health, safety, and welfare of the District's lands, facilities, residents and landowners. The Licensee agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the District reflecting the cost of the repairs made under this Paragraph.

9. **REVOCATION.** The District shall have the right to revoke the License at any time upon notice to the Licensee due to the Licensee's failure to perform in accordance with the terms of this Agreement or for any other reason.

10. **ENFORCEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

11. **INSURANCE AND INDEMNITY.** Licensee shall acquire and maintain general commercial liability insurance coverage acceptable to the District in an amount not less than \$1,000,000 per occurrence, which shall include all claims and losses that may relate in any manner whatsoever to use of the License by Licensee, its employees, agents, students, guests or invitees. The District shall be a named insured on such policy. Licensee shall provide continuous proof of such insurance coverage to the District.

A. Obligations under this section 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.

B. Licensee will indemnify, save, and hold the District harmless and shall defend the District from all loss, damage, or injury, including all judgments, liens, liabilities, debts, and obligations resulting directly from the negligent or intentional acts or omissions of Licensee's officers, directors, agents, assigns, or employees, which cause harm to persons or property, specifically including but not limited to all acts or omissions of Licensee's officers, directors, agents, assigns, or employees. Licensee agrees that nothing in this Agreement shall serve as 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.

12. **RECOVERY OF COSTS AND FEES.** In the event either party to this Agreement is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover from the other party all fees and costs incurred, including reasonable attorneys' fees and costs.

13. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

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

15. **ASSIGNMENT.** Neither the District nor the Licensee may assign their rights, duties or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

16. **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. The parties agree that venue for any dispute arising hereunder shall be in a court of appropriate jurisdiction in Pasco County, Florida.

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

A. If to the District: Talavera CDD
5844 Old Pasco Road, Suite 100 Wesley
Chapel, Florida 33544
Attn: District Manager

With a copy to: Burr & Forman LLP
One Tampa City Center
201 N. Franklin St.
Suite 3200
Tampa, Florida 33602
Attn: Scott Steady

If to the Licensee: Milly Music LLC
19206 Garden Quilt Circle
Lutz, Florida 33558

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

18. **SEVERABILITY.** Should any provision of this Agreement be held invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

**TALAVERA COMMUNITY
DEVELOPMENT DISTRICT**

SECRETARY

CHAIRMAN/VICE CHAIRMAN

Witness:

MILLY MUSIC LLC

(Print Name)

By: _____
Name: _____
Title: _____