



**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

**COLLIER COUNTY
REGULAR BOARD MEETING
MAY 2, 2017
9:00 A.M.**

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.avemariastewardshipcd.org

561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
Ave Maria Master Association (office/fitness center)
5076 Annunciation Circle, Suite 103
Ave Maria, Florida 34142
REGULAR BOARD MEETING
May 2, 2017
9:00 a.m.

- A. Call to Order
- B. Pledge of Allegiance
- C. Proof of Publication.....Page 1
- D. Establish Quorum
- E. Additions or Deletions to Agenda
- F. Comments from the Public for Items Not on the Agenda
- G. Approval of Minutes
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 - Audience Comments
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- J. Administrative Matters
 - 1. Legal Report
 - 2. Engineer Report
 - 3. Manager’s Report
- K. Board Members Comments
- L. Adjourn

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Company Name: AVE MARIA STEWARDSHIP

Contact Name:

Email: LArcher@sdsinc.org

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**NOTICE OF REGULAR MEETING
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

The Regular Meeting of the Board of Supervisors (the "Board") of the Ave Maria Stewardship Community District is scheduled to be held on Tuesday, May 2, 2017, at 9:00 a.m. at the Ave Maria Master Association located at 5076 Annunciation Circle, Suite 103, Ave Maria, Florida 34142. The meeting is open to the public and will be conducted in accordance with provisions of Florida law for independent special districts. A copy of the agenda for this meeting may be obtained from the District's website or by contacting the District Manager toll free at 1-877-737-4922. This meeting may be continued to a date, place and time certain, to be announced at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager toll free at 1-877-737-4922 at least forty-eight hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings 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 record of proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Meetings may be cancelled from time to time without advertised notice.

Todd Wodraska
District Manager

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

www.avemariastewardshipcd.org
April 24, 2017

No. 1578526

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AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
 REGULAR BOARD MEETING
 MARCH 7, 2017

A. CALL TO ORDER

The March 7, 2017, Regular Board Meeting of the Ave Maria Stewardship Community District was called to order at 9:00 a.m. at the Ave Maria Master Association located at 5076 Annunciation Circle, Suite 103, Ave Maria, Florida 34142.

B. PLEDGE OF ALLEGIANCE

C. PROOF OF PUBLICATION

Proof of publication was presented showing that notice of the Regular Board Meeting had been published in the *Naples Daily News* on February 24, 2017, as legally required.

D. ESTABLISH A QUORUM

A quorum was established with the following:

Board of Supervisors

Supervisor	Thomas Peek	Present
Supervisor	Liesa Priddy	Present
Supervisor	Jay Roth	Present
Supervisor	Thomas Diflorio	Present
Supervisor	James Carletta	Present

District Staff in attendance were:

District Manager	Todd Wodraska	Special District Services
District Manager	Kathleen Dailey	Special District Services
General Counsel	Jonathan Johnson (via conference call)	Hopping, Green & Sams
District Engineer	Dan Brundage	Agnoli, Barber & Brundage, Inc.
Owner Representative	David Genson	Barron Collier Companies

Also present were the following: David Schnaider of the *Ave Herald* via telephone; Alyssa Wilson of Hopping, Green & Sams via telephone; District residents Robb Klucik, Carole & Bill Dunstan, Rhonda Hatten, Bob Teel, Paul Anderson, Olga Sheats, Bill Orlosky, Tommy Guscinski, Kenneth Fry, Sue Schweizer, René Tippin and Larlene Porres; Paul Anderson, Chief, Immokalee Fire District; Chief Acardo, Fire Marshall, N. Collier; Angel Rivera, Sheriff's Office Representative; and Luisa Rosales of the Master Association.

E. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
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MARCH 7, 2017

F. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

Chief Paul Anderson of the Immokalee Fire District introduced Chief Acardo and indicated that fire inspections are now being done through an interlocal agreement with the North Collier Fire District for cost savings and efficiencies. He gave an update on the building of a permanent fire station, stating that the location would be provided by the developer and that negotiations are still ongoing with the County regarding funding options.

District resident Kenneth Frye noted that there had been several robberies in Maple Ridge - all property crimes. Mr. Peek asked if they had been reported to the Sheriff's Office and Mr. Frye responded that they had. Mr. Peek indicated that the Board is not the law enforcement arm in the District, but that they will pass the comments on to law enforcement and encourage residents to make reports, as necessary. Angel Rivera of the Sheriff's Office added that undercover vehicles were now active in the neighborhood.

G. APPROVAL OF MINUTES

1. February 7, 2017, Regular Board Meeting

The February 7, 2017, Board Meeting Minutes were presented for approval.

District resident Robb Klucik indicated that his name had been misspelled.

A **motion** was then made by Ms. Priddy, seconded by Mr. Diflorio and passed unanimously approving the minutes of the February 7, Regular Board Meeting, as amended.

H. OLD BUSINESS

It was announced that the kiosk is no longer being built, so this is a non-issue.

I. NEW BUSINESS

1. Consider Resolution No. 2017-01 – Honoring Supervisor Douglas Baird for his Dedicated Service

Resolution No. 2017-01 was presented, entitled:

RESOLUTION NO. 2017-01

**RESOLUTION OF APPRECIATION OF
THE BOARD OF SUPERVISORS OF
THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
TO DOUGLAS BAIRD**

Mr. Wodraska indicated that since Mr. Baird could not be present, he would make sure the resolution and thanks for service gets to him.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
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MARCH 7, 2017

A **motion** was made by Mr. Diflorio, seconded by Ms. Priddy and passed unanimously to adopt Resolution No. 2017-01, as presented.

2. Consider Resolution No. 2017-03 – Adopting Special Election Policies and Procedures

Resolution No. 2017-03 was presented, entitled:

RESOLUTION 2017-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ADOPTING SPECIAL ELECTION POLICIES AND PROCEDURES; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

Mr. Wodraska went over the resolution and the process of converting 1 of the 5 seats to a resident voted member. He noted that the election would take place on April 25, 2017, from noon to 7:00 p.m. and that the qualifying period is runs from March 24, 2017, through March 31, 2017. The election is being held consistent with how the Supervisor of Elections would do the process and Luisa Rosales will accept the necessary paperwork. Mr. Wodraska noted that candidates must be 18 years of age, a citizen of the USA and registered to vote in Collier County. He recommended that the Board hold the election on the April 25, 2017, and simplify by not allowing early voting or voting by mail. Ms. Willson noted it is the Board's discretion whether early voting or vote by mail is allowed and it was consensus of the Board not to allow either. Mr. Wodraska stated that he would try to keep the website updated with all the election information.

A **motion** was made by Mr. Roth, seconded by Ms. Priddy and unanimously passed to adopt Resolution No. 2017-03, as presented.

J. ADMINISTRATIVE MATTERS

1. Legal Report

Ms. Willson stated that she would be continuing to work with Mr. Wodraska on the special election.

2. Engineer's Report

Mr. Brundage stated that in meetings past, the Board had discussed traffic calming. He went over the options and costs for renovating the current traffic circles to include the addition of a truck apron or painting a visual border. Mr. Klucik expressed concerns about removing the islands on the east and west sides, as it could potentially create a safety issue for pedestrians and children on bicycles, as the islands offer some protection to them. Mr.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
REGULAR BOARD MEETING
MARCH 7, 2017

Genson stated that he would like another 30 days to look at all the options and it was the consensus of the Board to allow him another 30 days.

Mr. Brundage stated that he is working on a 4-way stop sign at Anthem and Ave Maria Boulevards.

3. Manager's Report

Mr. Wodraska reported that, per the last meeting, the dump truck traffic has been rerouted. He also stated that Ms. Rosales had met with the school board on the bus stops and they will be looking at alternate locations.

Mr. Wodraska noted that there had been recent emails about golf cart issues and some troublesome behavior on the streets. He indicated that he would be contacting the Sheriff to see if something could be done.

District resident Robb Klucik indicated that it is difficult to find the resolutions that govern the community and Mr. Wodraska noted that he would look into posting them on the District's website.

K. BOARD MEMBER COMMENTS

There were no comments from the Members of the Board.

L. ADJOURNMENT

There being no further business to come before the Board, Chairman Thomas Peek adjourned the Regular Board Meeting at 10:14 a.m. There were no objections.

Secretary/Assistant Secretary

Chair/Vice-Chairman

MEMO

To: Supervisors of the Ave Maria Stewardship Community District

From: Todd Wodraska, District Manager

Date: April 26, 2017

Re: Election Results for Seat #3, converted to popular election

On Tuesday April 25, 2017 an election was held at the Ave Maria Master Association located at 5076 Annunciation Circle, Suite 103, Ave Maria, Florida 34142 from 12 noon to 7:00 pm. The ballot read:

The following candidate shall be elected to Seat #3 of the Ave Maria Stewardship Community District Board of Supervisors (Check One):

- Kyle Armstrong
- Jeff Fenuccio
- Robert "Robb" Klucik

The results of the election were:

Candidate	Number of Votes	Percentage of Votes
Kyle Armstrong	70	25%
Jeff Fenuccio	19	7%
Robert "Robb" Klucik	192	68%
Totals	281	100%

Mr. Klucik is the winner of the election for Seat #3 for which the term runs until November 2020.

AGREEMENT BETWEEN THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT AND MAPLE RIDGE AT AVE MARIA HOMEOWNERS ASSOCIATION, INC. FOR FACILITY MAINTENANCE AND REPAIR SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2017, by and between:

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2004-461, Laws of Florida, and located in Collier County, Florida (the "District"), and

MAPLE RIDGE AT AVE MARIA HOMEOWNERS ASSOCIATION, INC., a Florida corporation.

RECITALS

WHEREAS, the District was created and established on April 23, 2004, by Act passed by the Florida Legislature, Chapter 2004-461, Laws of Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District presently owns various systems, facilities and infrastructure including, but not limited to, landscape and hardscape, reuse distribution facilities and stormwater management facilities ("District Improvements"); and

WHEREAS, the District desires to retain an independent contractor to operate, maintain and repair the improvements and otherwise provide the services ("**Services**") set forth in **Exhibit A** attached hereto, across the lands ("**Property**") identified in **Exhibit B**; and

WHEREAS, the Association is a Florida not-for-profit corporation owning, operating and maintaining various improvements and facilities for the community that the District serves; and

WHEREAS, the residents within the community that is served by both the Association and the District benefit from the District Improvements and may be required to pay for the cost of maintaining such improvements, regardless whether such maintenance is conducted by the Association or the District; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents and the benefits of full time on-site inspection, operation and maintenance personnel, the District desires to contract with the Association to inspect, maintain and repair District Improvements; and

WHEREAS, the Association represents that it is qualified, through its officers, employees, contractors and affiliates, to inspect, maintain and repair District Improvements and desires to contract with the District to do so in accordance with the terms of this Agreement; and

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

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

SECTION 2. DEFINITIONS.

- A. ***“Extraordinary Event”*** – The term “Extraordinary Event” refers to any non-routine, non-recurring, or unforeseen event – other than an event that will be addressed through Routine Maintenance and Repairs – that will, or has, resulted in: (1) harm to the District’s Improvements; (2) suspension of any essential service to the District relating to the District’s Improvements; or (3) a violation of federal, state or local law, regulation or ordinance relating to the District’s Improvements.
- B. ***“Inspections”*** – The term “Inspections” shall refer to those services as set forth in Exhibits A and B.
- C. ***“Routine Maintenance and Repairs”*** – The term “Routine Maintenance and Repairs” shall refer to those services as set forth in Exhibit A. Routine Maintenance and Repairs shall not include repairs to the District Improvements that significantly affect the structural integrity of the District Improvements.

SECTION 3. ASSOCIATION’S MAINTENANCE AND INSPECTION OBLIGATIONS.

- A. ***General Duties.*** Association shall be responsible for the routine inspection, maintenance and repair of District Improvements in an efficient, lawful and satisfactory manner as follows:
 - i. ***Inspection Services.*** Association shall provide Inspections for the District Improvements and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement. Association, as part of the District’s annual budget process and in consideration of the Association’s Inspections, shall provide input to assist the District in establishing an appropriate capital improvement reserve fund, which fund is intended to address costs associated with servicing, repairing and replacing the District Improvements other than the costs for Inspections and Routine Maintenance and Repairs.
 - ii. ***Maintenance and Repairs.*** Association shall be responsible for the oversight, coordination and performance of Routine Maintenance and Repairs.

All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. All inspection, maintenance and repair responsibilities for District Improvements, other than Inspections and Routine Maintenance and Repairs, shall remain the sole responsibility of the District.

- B. *Investigation and Report of Accidents/Claims.* Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the management, maintenance, and operation of the District Improvements. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association shall not file any claims with the District's insurance company without the prior consent of the District Board of Supervisors.
- C. *Adherence to District Rules, Regulations and Policies.* Association shall ensure that Association's officers, employees, contractors and affiliates are familiar with all District policies and procedures and are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and Association shall ensure that said persons conform therewith. Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.
- D. *Care of the District Improvements.* Association shall use all due care to protect the property of the District, its residents and landowners from damage by Association or its officers, employees, contractors and affiliates. Association agrees to repair any damage resulting from the activities and work of the Association or its officers, employees, contractors and affiliates. The District is not responsible for the cost of repairs from damage resulting from the acts or omissions of the Association or its officers, employees, contractors and affiliates.
- E. *Staffing and Billing.* Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the management and maintenance responsibilities set forth in this Agreement.
- F. *Designation of District Representative.* The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Association's services. The District hereby designates the District Manager to act as its representative.

SECTION 4. EXTRAORDINARY AND EMERGENCY REPAIRS.

- A. *Extraordinary Repairs.* If an Extraordinary Event occurs, the following procedure must be followed:
- i. Upon obtaining actual or constructive knowledge of the Extraordinary Event, the Association shall promptly notify the District of the Extraordinary Event, and, within a reasonable time thereafter, provide a full written report to the District Manager as to the Extraordinary Event and its effect on the District Improvements. Such report shall at a minimum include a description of:
 - a. The location of the property;
 - b. Any damage or destruction of property;
 - c. The estimated cost of repair; and
 - d. A proposed time to review the damage.
 - ii. Representatives from the District and the Association shall cooperate with each other in setting a meeting and conducting a field review of the damage for verification and documentation within forty-eight (48) hours or as otherwise agreed to by the District and the Association.
 - iii. The Association shall conduct the repairs to the satisfaction of the District, and shall be responsible for the payment of the cost of repairs.
- B. *Emergency Repairs.* If an Extraordinary Event occurs that requires an immediate response, and upon obtaining actual or constructive knowledge of the Extraordinary Event, Association shall immediately attempt to notify the District of the Extraordinary Event. In the event that the Association is unable after making reasonable efforts to contact the District in time to address the Extraordinary Event and mitigate any harm, the Association shall promptly take all steps necessary to address and mitigate the harm, until the District can be notified.
- C. Except to the extent contrary to the provisions of this Section 4, all of the provisions of Sections 3(B) through 3(F) apply to this Section 4 governing Extraordinary Events as if fully incorporated in Section 4.

SECTION 5. COMPENSATION. The District shall pay Association the sum of Ten Dollars (\$10.00) per year for the provision of management and maintenance services pursuant to the terms of this Agreement.

SECTION 6. TERM. The term of this Agreement commences upon execution and continues through September 30, 2018. The term shall be automatically renewed for additional one (1) year periods after September 30, 2018, unless the District provides at least sixty (60)

days written notice of its intent not to renew or otherwise terminates this Agreement pursuant to the terms stated herein.

SECTION 7. INSURANCE. The Association shall maintain or cause to be maintained, at its own expense throughout the term of this Agreement, the following insurance with the Association and the District, and their respective staff, consultants, agents and supervisors, all of whom shall be named as additional insureds:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering the Association's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
- C. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- D. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII. If the Association fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance in which event, the Association 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.

In the event that the Association does not directly provide the insurance required by this Section 7 by obtaining a policy in the Association's name but instead causes another entity ("Third Party Insurer") to provide such insurance through a policy issued to the Third Party Insurer that additionally affords the coverage required herein, the Association shall require by written agreement with the Third Party Insurer that the Third Party Insurer shall comply with the terms of this Section 7; that the District shall have third party rights to pursue all available legal remedies against the Third Party Insurer in the event the Third Party Insurer fails to provide such insurance without first complying with the notice provisions stated in this Section 7; and that the Third Party Insurer, as a contractor, shall indemnify the District pursuant to Section 8. The Association shall provide proof of insurance upon request by the District.

SECTION 8. INDEMNIFICATION. Association agrees to indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the acts or omissions of the Association, or its officers, employees, and representatives, including litigation or any appellate proceedings with respect thereto. Association agrees to require by written contract any contractor and subcontractors hired in connection with this Agreement to indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the acts or omissions of such contractors and subcontractors, including litigation or any appellate proceedings with respect thereto. 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.

SECTION 9. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 10. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Association shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances.

SECTION 11. LIENS AND CLAIMS. The Association shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

SECTION 12. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 13. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or

manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 14. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 15. TERMINATION.

- A. The District shall have the right to terminate this Agreement effective immediately at any time due to Association's failure to perform in accordance with the terms of this Agreement. In the event of termination by the District for cause, the Association shall be required to provide the District with sufficient funds to provide for the services contemplated by this Agreement through the end of the District's fiscal year which ends on September 30.
- B. The District shall have the right to terminate this Agreement upon thirty (30) days written notice without a showing of cause. In the event of termination without cause, the Association shall have no further financial obligation to the District.

SECTION 16. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Association to perform under this Agreement shall be obtained and paid for by the Association.

SECTION 17. ASSIGNMENT. Neither party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

SECTION 18. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Association agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

SECTION 19. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 20. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Association is required to enforce this Agreement by court proceedings or otherwise, then the

prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 21. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

SECTION 22. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

SECTION 23. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

SECTION 24. NOTICES. All notices, requests, consents and other communications under this Agreement ("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:

A. If to District: Ave Maria Stewardship Community District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Jonathan T. Johnson

B. If to Association: Maple Ridge at Ave Maria Homeowners
Association, Inc.
2020 Salzedo Street, Suite 200
Coral Gables, FL 33134
Attn: Harold Eisenacher

With a copy to: Miami Management, Inc.
1145 Sawgrass Corporate Parkway
Sunrise, FL 33323
Attn: Rad Diaz

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 Association may deliver Notice on behalf of the District and the Association, 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.

SECTION 25. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors and assigns.

SECTION 26. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Collier County, Florida.

SECTION 27. PUBLIC RECORDS. Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Association acknowledges that the designated public records custodian for the District is Todd Wodraska (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Association 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 Association 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 Association’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 Association, the Association 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 ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT SPECIAL DISTRICT SERVICES, INC., 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410, (561)6301-4922, TWODRASKA@SDSINC.COM.

SECTION 28. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 29. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 30. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

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

Attest:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

**MAPLE RIDGE AT AVE MARIA
HOMEOWNERS ASSOCIATION, INC.**

(Signature of Witness)

By: _____

Its: President

(Print Name of Witness)

EXHIBIT A
Services

- Roadway maintenance and repair, including but not limited to, pavement, curb and gutter, sidewalk, and signage and markings within platted roadway tracts and common areas.
- Primary irrigation facilities maintenance and repair, including but not limited to, irrigation mains, gate valves, air release valves, services, other appurtenances within platted tracts and common areas. For clarification purposes, this does not include irrigation facilities downstream of the irrigation meters on residential lots.
- Primary drainage facilities maintenance and repair, including but limited to, drainage lines, throat inlets, catch basins, junction boxes, headwalls, endwalls, and control structures within platted drainage easements. For clarification purposes, this does not include any secondary drainage facilities located at the rear of residential lots.
- Landscaping maintenance and repair, including but not limited to, mowing, trimming, and pruning of all vegetation within platted roadway tracts and common areas. This shall also include secondary irrigation lines, irrigation heads, clocks/timers, and other appurtenances.
- Lake maintenance and repair, including but not limited to, aquatic weed control, littoral plantings, rip rap, and lake slopes within platted lake maintenance easements.

EXHIBIT B
Property

- Maple Ridge at Ave Maria Phase 3, Plat Book 56, Pages 41-49, of the public records of Collier County, Florida;
- Maple Ridge Phase 3 Replat, Plat Book 59, Pages 18-22, of the public records of Collier County, Florida;
- Coquina at Maple Ridge Phase 1, Plat Book 57, Pages 55-57, of the public records of Collier County, Florida;
- Tract “L-2” and Tract “L-3”, according to the plat of Ave Maria Unit Two, Park of Commerce, Plat Book 48, Pages 22-28, of the Public Records of Collier County, Florida;
and
- Maple Ridge Phase 4, Plat Book 60, Pages 85-90, of the public records of Collier County, Florida.



PROPOSAL/ENGAGEMENT LETTER

April 18, 2017

Todd Wodraska
District Manager
The Ave Maria Stewardship Community District
c/o Special District Services, Inc.
2501A Burns Road Palm Beach Gardens, FL 33410
(561) 630-4922 Phone
TWodraska@sdsinc.org

SUBJECT: Proposal/Authorization for Valuation and Consulting Services
The Ave Maria Stewardship Community District
Ave Maria, Collier County, Florida 34142 (the "Subject Properties")

Dear Mr. Wodraska:

Upon your acceptance of this letter agreement, Integra Realty Resources –Southwest Florida ("IRR – Southwest Florida"), will prepare an appraisal of the Subject Properties.

The purpose of the appraisal is to estimate the market value of the fee simple estate in the subject property which consists of a right of ways, proposed lakes, preserve areas within the Ave Maria Stewardship Community District. The intended use of the appraisal is to assist the client with a transfer of the properties to the District. The report may not be used for any other purpose. The appraisal will be prepared in conformance with and subject to, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP) developed by the Appraisal Standards Board of the Appraisal Foundation. The Ethics Rule of USPAP requires us to disclose to you any prior services we have performed regarding the Subject Property within a three-year period immediately preceding the acceptance of this assignment, either as an appraiser or in any other capacity. We represent that we have analyzed a portion of the parent tract for another client within the past three years.

Mr. Wodraska
April 18, 2017
Page 2

In accordance with our correspondence, the scope of this assignment will require IRR – Southwest Florida consider all relevant and applicable approaches to value as determined during the course of our research, Subject Property analysis and preparation of the report.

The appraisal will be communicated in a summary report. All work will be performed under the direct supervision of the undersigned, together with other staff members. The appraisal and this letter agreement will be subject to our standard assumptions and limiting conditions a copy of which is attached as Attachment I.

The fee for this assignment will be \$7,500 with delivery within three weeks. If the assignment is cancelled by either party prior to completion, you agree to pay us for all our expenses and our time to date based upon the percentage of work completed. Three copies of each report will be provided.

If required, post analysis services which include testimony at any court hearings, additional valuation scenarios, review of the opposition expert's report(s), additional research and conference calls or meetings with any party which exceed the time allotted for an assignment of this nature. Court appearances, expert witness testimony, etc., will be billed at an hourly rate of \$300.00/hour plus travel expenses for MAI's and principal appraisers and \$90-\$175/hour for associate appraisers depending on their background and experience

Please be advised that we are not experts in the areas of building inspection (including mold), environmental hazards, ADA compliance or wetlands. Therefore, unless we have been provided with appropriate third party expert reports, the appraisals will assume that there are no environmental, wetlands, or ADA compliance problems. The agreed upon fees for our services assume the absence of such issues inasmuch as additional research and analysis may be required. If an expert is required, you are responsible for their selection, payment and actions.

In the event that we receive a subpoena or are called to testify in any litigation, arbitration or administrative hearing of any nature whatsoever or as a result of this engagement or the related report, to which we are not a party, you agree to pay our then current hourly rates for such preparation and presentation of testimony. You agree that: (i) the data collected by us in this assignment will remain our property; and (ii) with respect to any data provided by you, Integra City and its partner companies may utilize, sell and include such data (either in the aggregate or individually), in our marketing materials, database and derivative products so long as your identity is kept confidential. You agree that all data already in the public domain may be utilized on an unrestricted basis.

Mr. Wodraska
April 18, 2017
Page 3

If you are in agreement with the terms set forth in this letter and wish us to proceed with the engagement, please sign below and return one copy to us. Thank you for this opportunity to be of service and we look forward to working with you.

Sincerely,

INTEGRA REALTY RESOURCES – SOUTHWEST FLORIDA



Carlton J Lloyd, MAI
Florida State-Certified General Real Estate Appraiser RZ#2618
Senior Managing Director-Southwest Florida

Attachments

AGREED & ACCEPTED THIS _____ DAY OF _____, 2017.

BY:

AUTHORIZED SIGNATURE

NAME (PRINT)

ATTACHMENT I

ASSUMPTIONS & LIMITING CONDITIONS

This appraisal is based on the following assumptions, except as otherwise noted in the report.

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal is subject to the following limiting conditions, except as otherwise noted in the report.

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal

covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.

7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters.
9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the person signing the report.
11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
14. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
15. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
16. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved

during the period covered by our analysis will vary from our estimates, and the variations may be material.

18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
19. The appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property and the person signing the report shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
21. The person signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
22. Integra – Southwest Florida is not a building or environmental inspector. Integra - Southwest Florida does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
23. The appraisal report and value conclusion for an appraisal assumes the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
24. It is expressly acknowledged that in any action which may be brought against Integra Realty Resources – Southwest Florida, Integra Realty Resources, Inc. or their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), arising out of, relating to, or in any way pertaining to this engagement, the appraisal reports, or any estimates or information contained therein, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with gross negligence. It is further acknowledged that

the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the appraisal report unless the appraisal was fraudulent or prepared with gross negligence. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.

25. Integra – Southwest Florida, an independently owned and operated company, has prepared the appraisal for the specific purpose stated elsewhere in the report. The intended use of the appraisal is stated in the General Information section of the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. Integra Realty Resources, Inc. and the undersigned are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.
27. All prospective value estimates presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future. As will be determined during the course of the assignment, additional extraordinary or hypothetical conditions may be required in order to complete the assignment. The appraisal shall also be subject to those assumptions.

As will be determined during the course of the assignment, additional extraordinary or hypothetical conditions may be required in order to complete the assignment. The appraisal shall also be subject to those assumptions.



MEMORANDUM

TO: Ave Maria Stewardship Community District

FROM: G. Russell Weyer
President
Real Estate Econometrics, Inc.

SUBJECT: Ave Maria Stewardship Community District Revised Operations and Maintenance Assessment Methodology Report

DATE: April 27, 2017

Scope of Work

Background

The Ave Maria Stewardship Community District, ("District") is looking to accommodate a change in the Town of Ave Maria development plan that was used as the basis for developing the Ave Maria Stewardship Community District's original Operations and Maintenance Assessment Methodology ("Methodology"). The Town of Ave Maria also received approval for an additional 500,000 square feet of light industrial/manufacturing that needs to be incorporated in the revised methodology.

The District is requesting Real Estate Econometrics, Inc ("Consultant") to prepare a revised assessment methodology report to reflect these changes and to assess the benefits of the District's operations and maintenance costs to the proposed new development plan.

Assignment Plan

Assignment 1 – Update the Operations and Maintenance Assessment Methodology

The Consultant will prepare a benefit analysis using the revised development plan to determine the operations and maintenance benefits received by the revised plan.

The operations and maintenance assessment methodology is a process by which the District will mathematically allocate the costs associated with the District's operations and maintenance efforts then determine the special benefits received by each land use category, apportion that special benefit to each parcel and finally determine the dollar amount of the operations and maintenance assessment based on the proportionate benefit to each parcel.

Assignment 2 – Meetings and Presentations

The Consultant will make presentations and attend meetings at the direction of the Client as needed.

Fee Proposal and Billing Arrangements

Fee Proposal

The consultant's fixed fee proposal for Assignments 1 as outlined above is \$3,000. The Consultant will attend meetings and make presentations as needed. Meeting attendance and presentations are included in the fixed fee.

Time Table

We can complete the assignments in an expedited fashion to meet your needs of the District.

Real Estate Econometrics, Inc. Billing Procedures

We begin each engagement with your signed authorization to proceed. Fees for services and expenses will be billed on a monthly basis.

Authorization to Proceed

To authorize us to proceed as outlined above, please sign below and return an executed copy of this agreement. Should you have any questions concerning this proposal, please feel free to give us a call.

To authorize us to proceed, please sign below, keep a copy for your files and return a copy for our files.

Authority to Execute

Each of the parties hereto covenant to the other that it has the lawful authority to enter into this relationship, that the governing or managing body of each party has approved this relationship and has similarly authorized the execution of this Agreement.

In witness whereof, the parties hereto have executed this Agreement, in duplicate, this ____ day of _____, 2017.

Ave Maria Stewardship Community District

Signature: _____

Title: _____

Printed Name: _____

Invoice to: Ave Maria Stewardship Community District
C/o Special District Services, Inc.
The Oaks Center
2501 A Burns Road
Palm Beach Gardens, FL 33410
Phone: (561) 630-4922
Email: TWodraska@sdsinc.org