



**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

**COLLIER COUNTY
REGULAR BOARD MEETING
APRIL 6, 2021
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

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AGENDA
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
REGULAR BOARD MEETING

April 6, 2021

9:00 a.m.

Ave Maria Master Association (office/fitness center)

5076 Annunciation Circle, Suite 103

Ave Maria, Florida 34142

TO JOIN VIA ZOOM: <https://us02web.zoom.us/j/85784906554>

MEETING ID: 857 8490 6554 DIAL IN AT: 1 929 436 2866

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- B. Pledge of Allegiance
- C. Invocation
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- F. Additions or Deletions to Agenda
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 - 1. Update on Pre-Qualification of Contractors
 - Audience Comments
- J. New Business
 - 1. **2021 Bond Financing Plan**
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Publication Date
2021-03-29

Subcategory
Miscellaneous Notices

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT NOTICE OF REGULAR BOARD MEETING The Board of Supervisors of the Ave Maria Stewardship Community District (the "District") will hold a Regular Board Meeting ("Meeting") at 9:00 a.m. on April 6, 2021, in the Ave Maria Master Association located at 5076 Annunciation Circle, Suite 103, Ave Maria, Florida 34142, and will also hold the Meeting utilizing communications media technology through the following login information: Join by URL for VIDEO ACCESS at: <https://us02web.zoom.us/j/85784906554> Call In at: 1-929-436-2866 Meeting ID: 857 8490 6554 The purpose of the Meeting is for the Board to address District related items as noted on the Agenda. At such time the Board is so authorized and may consider any business that may properly come before it. A copy of the agenda may be obtained at the offices of the District Manager, Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (561) 630-4922, during normal business hours, or by visiting the District's website at www.avemariascd.org. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speak telephone. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. 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), for aid in contacting the District Manager's office. East person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need a record of 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 such appeal is to be based. AVE MARIA STEWARDSHIP COMMUNITY DISTRICT www.avemariastewardshipcd.org
Pub Date: March 29, 2021; 4656930

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
REGULAR BOARD MEETING
Ave Maria Master Association
5076 Annunciation Circle, Suite 103
Ave Maria, Florida 34142**

or

TO JOIN VIA ZOOM: <https://us02web.zoom.us/j/87339063897>

MEETING ID: 873 3906 3897

DIAL IN AT: 1 929 436 2866

MARCH 2, 2021

A. CALL TO ORDER

The March 2, 2021, Regular Board Meeting of the Ave Maria Stewardship Community District (the “District”) was called to order at 6:00 p.m. in the Ave Maria Master Association located at 5076 Annunciation Circle, Suite 103, Ave Maria, Florida 34142. The meeting was also available via the Zoom information indicated above.

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

Mr. Klucik led the group in a prayer.

D. PROOF OF PUBLICATION

Proof of publication was presented indicating that notice of the Regular Board Meeting had been published in the *Naples Daily News* on February 19, 2021, as legally required.

E. ESTABLISH A QUORUM

A quorum was established with the following:

Board of Supervisors

Chairman	Thomas Peek	Present
Vice Chair	Jeff Sonalia	Present
Supervisor	Jay Roth	Present
Supervisor	Tom DiFlorio	Present
Supervisor	Robb Klucik	Present

District Staff in attendance were:

District Manager	Todd Wodraska (via Zoom)	Special District Services, Inc.
District Manager	Kathleen Meneely (via Zoom)	Special District Services, Inc.
District Manager	Andrew Karmeris	Special District Services, Inc.

General Counsel	Alyssa Willson (via Zoom)	Hopping, Green & Sams
District Engineer	Ted Tryka	Agnoli Barber & Brundage, Inc.
Owner Representative	David Genson (via Zoom)	Barron Collier Companies

Also present were the following:

Kim Twiss, Russ Weyer, Tommy Guscinski and approximately 35 other participants via Zoom.

F. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

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

There were no comments from the public for items not on the agenda.

H. APPROVAL OF MINUTES

1. February 2, 2021, Public Hearing & Regular Board Meeting

The February 2, 2021, Public Hearing & Regular Board Meeting minutes were presented.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving the February 2, 2021, Public Hearing & Regular Board Meeting minutes, as presented.

I. OLD BUSINESS

1. Presentation on Pilot Project for Drainage Modifications

Mr. Genson presented two separate drawings regarding the Pilot Project for Drainage Modifications. Chairman Peek asked if the lanes were still sloping outward. Mr. Genson confirmed it was only the median that slopes inward.

J. NEW BUSINESS

1. 2021 Bond Financing Plan

a. Presentation of Supplemental Assessment Report with Final Numbers

Mr. Weyer presented the Supplemental Assessment Report with the final numbers. Mr. Klucik asked about the true up test section of the report. Mr. Weyer answered all questions..

b. Consider Resolution No. 2021-04 – Supplemental Assessment Resolution

Resolution No. 2021-04 was presented, entitled:

RESOLUTION NO. 2021-03

A RESOLUTION DELEGATING TO THE CHAIRMAN OF THE BOARD OF SUPERVISORS OF AVE MARIA STEWARDSHIP COMMUNITY DISTRICT (THE "DISTRICT") THE AUTHORITY TO APPROVE THE SALE, ISSUANCE AND TERMS OF SALE OF AVE MARIA STEWARDSHIP COMMUNITY DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2021 (AVE MARIA NATIONAL PROJECT), AS A SINGLE SERIES OF BONDS UNDER THE MASTER TRUST INDENTURE (THE "SERIES 2021 BONDS") IN ORDER TO FINANCE THE SERIES 2021 PROJECT; ESTABLISHING THE PARAMETERS FOR THE PRINCIPAL AMOUNTS, INTEREST RATES, MATURITY DATES, REDEMPTION PROVISIONS AND OTHER DETAILS THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE CHAIRMAN TO ACCEPT THE BOND PURCHASE AGREEMENT FOR THE SERIES 2021 BONDS; APPROVING A NEGOTIATED SALE OF THE SERIES 2021 BONDS TO THE UNDERWRITER; RATIFYING THE MASTER TRUST INDENTURE AND APPROVING THE FORM OF NINTH SUPPLEMENTAL TRUST INDENTURE AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF BY CERTAIN OFFICERS OF THE DISTRICT; APPOINTING A TRUSTEE, PAYING AGENT AND BOND REGISTRAR FOR THE SERIES 2021 BONDS; APPROVING THE FORM OF THE SERIES 2021 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE USE OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND LIMITED OFFERING MEMORANDUM RELATING TO THE SERIES 2021 BONDS; APPROVING THE FORM OF THE CONTINUING DISCLOSURE AGREEMENT RELATING TO THE SERIES 2021 BONDS; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO TAKE ALL ACTIONS REQUIRED AND TO EXECUTE AND DELIVER ALL DOCUMENTS, INSTRUMENTS AND CERTIFICATES NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2021 BONDS; AUTHORIZING THE VICE CHAIRMAN AND ASSISTANT SECRETARIES TO ACT IN THE STEAD OF THE CHAIRMAN OR THE SECRETARY, AS THE CASE MAY BE; SPECIFYING THE APPLICATION OF THE PROCEEDS OF THE SERIES 2021 BONDS; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO TAKE ALL ACTIONS AND ENTER INTO ALL AGREEMENTS REQUIRED IN CONNECTION WITH THE ACQUISITION AND CONSTRUCTION OF THE SERIES 2021 PROJECT; APPROVING THE FORMS OF SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT AND SUPPLEMENTAL ENGINEER'S REPORT; AND PROVIDING AN EFFECTIVE DATE.

Ms. Willson asked Mr. Weyer to confirm that the supplemental assessment methodology is consistent with the adopted master assessment methodology report; that the assessments are fairly and reasonably apportioned; and the special benefit to the land within the assessment area exceeds the burden placed on the land. Mr. Weyer confirmed affirmatively

A **motion** was made by Mr. DiFlorio, seconded by Mr. Roth and passed unanimously adopting Resolution No. 2021-04, as presented.

K. ADMINISTRATIVE MATTERS

1. Legal Report

There was no Legal Report at this time.

2. Engineer's Report

This item was covered under the AMSCD Projects Update.

3. Manager's Report

a. AMSCD Projects Update

Mr. Genson went down the list of projects provided in the agenda packet and fielded questions from the Board and residents via Zoom.

Tiffany Brown, a resident of the community, noted that a 4-way stop should be put in at Seton and Battlecreek on the way to Avalon.

Dan and Lisa Severo advised that the sod on the way to Maple Ridge was ripped up. Mr. Klucik asked the residents to take photos and document the sod to bring back to a District meeting.

There was a question about widening Anthem Parkway. Mr. Genson stated that Anthem Parkway was currently in its final form.

Mr. Genson then advised that the security cameras at the entrance that will read license plates would cost approximately \$70,000. He also stated that this cost was something the developer was planning to fund.

b. Financials

The financials were as provided in the meeting agenda packet. There were no questions from the Members of the Board.

L. BOARD MEMBER COMMENTS

Mr. Roth asked that the notice for contractors interested in prequalifying be sent to him.

Mr. Klucik asked that the notice be posted on the District website.

M. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 7:04 p.m. by Mr. Peek. There were no objections.

Secretary/Assistant Secretary

Chair/Vice-Chairman

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

MARCH 2021-DRAFT

Project Name	Start Date	End Date	Est. Cost	% Complete	Funding Source	Comments
Entry Landscaping at Oil Well Rd	11/2019	03/2021	\$900,000	95%	AMD	Pond liner to be installed for final item
Landscaping S. AMB- Phase II	07/2020	06/2021	TBD	0%	AMD	Pre-qualifying contractors
Pilot Program-Landscaping	11/2020	03/2021	TBD		AMD	Update scheduled for 02/2021
Avila/Roma 4-way stop "swap"	02/2020	04/2021	\$20,000	50%	District Engineer/ AMD	In permitting at County
Anthem Parkway widening analysis	09/2020	02/2021	TBD	0%	2021 Bond Issue	Engaged Traffic Engineer Norm Treblecock
Anthem Parkway Phase 4	12/2020	06/2021	\$2.6M	0%	AMD	
Lights on Ave Maria Blvd	01/2021	02/2021	TBD	TBD		Expected to be complete in 2/2021
External Projects						
Fire Station Construction	03/2020	05/2021	N/A		Immokalee Fire District	On schedule
Public School K-5	03/2020	08/2022			AMD/School Bd	Architect/Design Phase
Security Cameras	01/2020	03/2021		20%	Master Assoc.	Negotiating with Motorola

RESOLUTION 2021-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2021; RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2021; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Ave Maria Stewardship Community District (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 2004-461, Laws of Florida; and

WHEREAS, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 2004-461, Laws of Florida, including its \$11,340,000 Ave Maria Stewardship Community District Capital Improvement Revenue Bonds, Series 2021 (Ave Maria National Project) (the “Series 2021 Bonds”); and

WHEREAS, the District closed on the sale of the Series 2021 Bonds on March 4, 2021; and

WHEREAS, as prerequisites to the issuance of the Series 2021 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (the “Closing Documents”); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in closing the sale of the Series 2021 Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT:

SECTION 1. The sale, issuance, and closing of the Series 2021 Bonds is in the best interests of the District.

SECTION 2. The issuance and sale of the Series 2021 Bonds, the adoption of resolutions relating to such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

SECTION 3. The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2021 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2021 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 6th day of April, 2021.

ATTEST:

**AVE MARIA STEWARDSHIP COMMUNITY
DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

**This Instrument Prepared by
and return to:**

**Ave Maria Stewardship Community District
c/o Special District Services
2501 A Burns Road
Palm Beach Gardens, Florida 33410**

**SUPPLEMENTAL DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF
IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY
THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
[AVE MARIA NATIONAL PROJECT]**

Board of Supervisors and Officers¹

Thomas Peek
Chairman

Jeff Sonalia
Vice Chairman

Robb Klucik
Board Member

Thomas DiFlorio
Board Member

Jay Roth
Board Member

Special District Services
District Manager
The Oaks Center, 2501A Burns Road
Palm Beach Gardens, Florida 33410
(561) 630-4922

District records are on file at the offices of the District Manager and at the local records office 2600 Golden Gate Parkway, Naples, Florida 334105, and are available for public inspection upon request during normal business hours.

¹ This list reflects the composition of the Board of Supervisors and Officers as of April 1, 2021. For a current list, please contact the District Manager or visit avemariastewardshipcd.org.

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Introduction

On behalf of the Board of Supervisors of the Ave Maria Stewardship Community District (the "District"), the following information is provided to give you a description of the District's services and the assessments that are levied within the District to pay for certain community infrastructure, and the manner in which the District is operated. The District is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 2004-461, Laws of Florida. Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, construction and/or acquisition, as well as maintenance, of roadways, stormwater management, reclaimed water transmission facilities and landscaping improvements, and other related public infrastructure.

Under Florida law, special districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the Ave Maria Stewardship Community District and the assessments, fees and charges that are anticipated to be levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

What is the District and how is it governed?

The District is an independent special taxing district created pursuant to and existing under the provisions of Chapter 2004-461, Laws of Florida, enacted on June 17, 2004. The District currently encompasses approximately 10,805 acres of land located within the jurisdictional boundaries of Collier County, Florida. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors, the members of which must be residents of Florida and citizens of the United States. Initially, members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. The two candidates receiving the highest number of votes were elected to terms which expired in November 2006, and the three candidates receiving the next largest amount of votes were elected to terms which expired in November 2008. Thereafter, there shall be an election by landowners for the District every two years in November on a date established and noticed by the Board. The Board called for a referendum on the question of whether certain members of the Board should be elected by qualified electors, which was approved. A "qualified elector" in this instance is any person at least 18 years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in Collier County. The Board has approved maps of the District describing and locating the urban areas within the District (the "Map"). The Map is used to determine the number of

Supervisors to be elected by the qualified electors. The Map is to be updated every five years, or sooner at the discretion of the Board. Currently, the District is made up of 25% urban areas or less, as such, one Supervisor was elected by qualified electors at a special election held on April 25, 2017. The remaining four Supervisors will continue to be elected on a one-acre, one-vote principal until an updated Map reflects that the District includes a higher percentage of urban areas. When the District is between 25% and 50% urban, two Supervisors will be elected by qualified electors and the remaining three Supervisors will be elected on a one-acre, one-vote principal. When the urban areas are at least 50%, but less than 70% of the District, three Supervisors will be elected by qualified electors and the remaining two Supervisors will be elected on a one-acre, one-vote principal. When urban areas constitute at least 70%, but less than 90% of the District, four Supervisors will be elected by qualified electors and the remaining Supervisor will be elected on a one-acre, one-vote principal. When urban areas are at least 90% of the District, all five Supervisors will be elected by qualified electors. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

Board meetings are noticed in the local newspaper and are conducted in a public forum in which public participation is permitted. Consistent with Florida's public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State's open meetings law and are subject to the same disclosure requirements as other elected officials under the State's ethics laws.

What infrastructure improvements does the District provide and how are the improvements paid for?

The boundaries of the District encompass approximately 10,805 acres of land located in Collier County. The portion of the District known as the Ave Maria National Project consists of approximately 490.3 acres. The legal description of the land encompassed within the Ave Maria National Project is attached hereto as **Exhibit A**. The District's master infrastructure improvement plan, including those portions which benefit the Ave Maria National Project, is described in the Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Ave Maria Stewardship Community District, which has been previously recorded in the Official Records of Collier County (the "Master Disclosure").

On December 1, 2006, the District issued \$26,245,000 Ave Maria Stewardship Community District Capital Improvement Revenue, Series 2006A (the "Series 2006A Bonds") and \$26,220,000 Ave Maria Stewardship Community District Bond Anticipation Notes, Series 2006 (the "Series 2006 BANs" together the "2006 Bonds") for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements described in the Master Disclosure; (2) paying certain costs associated with the issuance of the 2006 Bonds; (3) making a deposit into the Reserve Account for the benefit of all of the 2006 Bonds and (4) paying a portion of the interest to become due on the 2006 Bonds.

On June 7, 2012, the District issued \$29,100,000 Ave Maria Stewardship Community District Capital Improvement Revenue Refunding Bonds, Series 2012 (the “Series 2012 Bonds”) for the purpose of: (1) refunding and redeeming all of the outstanding original aggregate principal amount of Series 2006 BANs; (2) paying certain costs associated with the issuance of the Series 2012 Bonds and (3) making a deposit into the 2012 Reserve Account for the benefit of all of the 2012 Bonds.

On March 5, 2015, the District issued \$2,530,000 Ave Maria Stewardship Community District Capital Improvement Revenue, Series 2015 (the “Series 2015 Bonds”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements described in the Supplemental Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Ave Maria Stewardship Community District [Maple Ridge Project], previously recorded in the Official Records of Collier County; (2) paying certain costs associated with the issuance of the Series 2015 Bonds; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2015 Bonds and (4) paying a portion of the interest to become due on the Series 2015 Bonds.

On November 2, 2016, the District issued \$11,085,000.00 Ave Maria Stewardship Community District Bond Anticipation Notes, Series 2016 (Phase 3 Master Improvements Project) (the “Series 2016 BANs”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements comprising the Phase 3 Master Improvements Project described in the Amended and Restated Supplemental Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Ave Maria Stewardship Community District [Phase 3 Master Improvements Project] previously recorded in the Official Records of Collier County; (2) paying certain costs associated with the issuance of the Series 2016 BANs; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2016 BANs and (4) paying a portion of the interest to become due on the Series 2016 BANs.

Also on November 2, 2016, the District issued \$3,390,000 Ave Maria Stewardship Community District Capital Improvement Revenue Bonds, Series 2016 (Maple Ridge Phase 2 Project) (the “Series 2016 Bonds”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements described in the Supplemental Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Ave Maria Stewardship Community District [Maple Ridge Phase 2 Project] previously recorded in the Official Records of Collier County; (2) paying certain costs associated with the issuance of the Series 2016 Bonds; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2016 Bonds and (4) paying a portion of the interest to become due on the Series 2016 Bonds.

On June 7, 2018, the District issued \$4,000,000 Ave Maria Stewardship Community District Capital Improvement Revenue Bonds, Series 2018 (Maple Ridge Phase 3 Project) (the “Series 2018 Bonds”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements described in the Supplemental Disclosure of Public Financing and Maintenance of Improvements

to Real Property Undertaken by the Ave Maria Stewardship Community District [Maple Ridge Phase 3 Project] previously recorded in the Official Records of Collier County; (2) paying certain costs associated with the issuance of the Series 2018 Bonds; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2018 Bonds and (4) paying a portion of the interest to become due on the Series 2018 Bonds.

On June 27, 2019, the District issued \$20,310,000 Ave Maria Stewardship Community District Capital Improvement Revenue Refunding Bonds, Series 2019 (the “Series 2019 Bonds”) for the purpose of: (1) refunding and redeeming all of the outstanding Series 2006A Bonds as described in the Supplemental Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Ave Maria Stewardship Community District [Series 2019 Refunding Bonds] previously recorded in the Official Records of Collier County; (2) paying certain costs associated with the issuance of the Series 2019 Bonds and (3) making a deposit into the 2019 Reserve Account for the benefit of all of the 2019 Bonds.

On July 16, 2020, the District issued \$3,400,000 Ave Maria Stewardship Community District Capital Improvement Revenue Bonds, Series 2020 (Maple Ridge Phase 4 Project) (Bank Qualified) (the “Series 2020 Bonds”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements described in the Supplemental Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Ave Maria Stewardship Community District [Maple Ridge Phase 4 Project] previously recorded in the Official Records of Collier County; (2) paying certain costs associated with the issuance of the Series 2020 Bonds; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2020 Bonds and (4) paying a portion of the interest to become due on the Series 2020 Bonds.

On March 4, 2021, the District issued \$11,340,000 Ave Maria Stewardship Community District Capital Improvement Revenue Bonds, Series 2021 (Ave Maria National Project) (the “Series 2021 Bonds”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements described below; (2) paying certain costs associated with the issuance of the Series 2021 Bonds; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2021 Bonds and (4) paying a portion of the interest to become due on the Series 2021 Bonds.

The public infrastructure necessary to support the development program within the Ave Maria National Project includes, but is not limited to, roadway, drainage, stormwater management, irrigation, and landscaping improvements. Each of these infrastructure improvements is more fully detailed below. A portion of these improvements will be funded by the District’s sale of the Series 2021 Bonds. Further information can be obtained from the District’s Series 2021 Bonds Supplement to the Sub-Master Supplemental Engineer’s Report for The National at Ave Maria Contained within Ave Maria Stewardship Community District dated January 25, 2021, and on file in the District’s public records.

Ave Maria National Project Infrastructure Improvements

Drainage/Stormwater Management System

The Ave Maria National Project stormwater management system improvements to be constructed or acquired consist of a system of lakes, interconnecting pipes, and control structures that provides both stormwater retention and water quality improvements. These improvements are designed to meet the permit criteria of the South Florida Water Management District and Collier County. Approximately 171.1 acres of water management lakes are expected to be constructed.

Roadways

The District roadways will be constructed within platted rights-of-way. It is anticipated that roadways to be constructed or acquired could vary from time to time as continued development takes place within the Ave Maria National Project. The subject roadway drainage systems, fill material, stabilized subgrade, lime rock base, asphalt surfaces, sidewalks, signing, marking, lighting, irrigation and landscaping will be maintained by the District. It is currently estimated that approximately 46.2 acres of roadway rights-of-way will be platted and dedicated to the District for maintenance and operation. It is also anticipated that the District will enter into an agreement with the neighborhood master association for maintenance of those areas. Gates will be installed along with an associated gatehouse at the main entrance to the Ave Maria National Project. However, the entry gates will not restrict access to the public and will function as a “soft-gate.” The infrastructure for the gates and gatehouse were not included within the scope of the Ave Maria National Project and will not be dedicated to the District for maintenance and operation.

Master Irrigation System

A master irrigation system will be constructed and comprised of a transmission/distribution system which will send reclaimed water to several service areas. The District will receive reclaimed water from the Ave Maria Utility Company. The District will distribute the reclaimed water along with supplemental water from ground water wells at a minimum pressure of 45 psi to the Ave Maria National. The irrigation system will be located within the roadway rights-of way or utility easements.

Landscaping

Landscaping will be provided for the roadways, perimeter berms, lake littoral areas and community entrances. The landscaping will consist of sod, annual flowers, shrubs, groundcover, littoral plantings, trees, fencing, walls, fountains, lighting and irrigation systems.

Assessments, Fees, and Charges

The costs of acquisition or construction of a portion of these infrastructure improvements have been financed by the District through the sale of its Series 2021 Bonds. The annual debt service payments, including interest due thereon, are payable solely from and secured by the levy of non-ad valorem or special assessments against lands within the District which benefit from the

construction, acquisition, establishment and operation of the District's improvements. The annual debt service obligations of the District which must be defrayed by annual assessments upon each parcel of land or platted lot will depend upon the type of property purchased. Provided below are the current maximum annual assessment levels for property within the Ave Maria National Project area for the Series 2021 Bonds. Interested persons are encouraged to contact the District Manager for information regarding special assessments on a particular lot or parcel of lands. A copy of the District's assessment methodology and assessment roll are available for review in the District's public records.

The current maximum annual debt assessments for the Series 2021 Bonds per unit within the Ave Maria National Project are as follows:

Product Type	Series 2021 Bonds Maximum Annual Assessment Level Per Unit
50' SF	\$667.00
70' SF	\$667.00
Coach	\$530.29
12 Unit Veranda	\$530.29
16 Unit Veranda	\$455.46
30 Unit Veranda	\$455.46

Note: The maximum annual assessments level amounts have been grossed up to include collection costs from Collier County and a maximum discount for early payment as authorized by law. Further, property owners will also be subject to assessments associated with either the Series 2012 Bonds or a future bond issuance for master improvements.

The District may undertake the construction, acquisition, or installation of other future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by 2004-461, Laws of Florida. More information can be obtained from the Improvement Plan, as revised, on file with the District.

The amounts described above exclude any operations and maintenance assessments which may be determined and calculated annually by the District's Board of Supervisors against all benefited lands in the District. These assessments will also be collected in the same manner as county ad valorem taxes.

A detailed description of all costs and allocations which result in the formulation of assessments, fees and charges are available for public inspection upon request.

Method of Collection

The District's special and maintenance assessments may appear on that portion of the annual real estate tax bill entitled "non-ad valorem assessments," and will be collected by the county tax collector in the same manner as county ad valorem taxes. Each property owner must

pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax bill, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property.

This description of the Ave Maria Stewardship Community District's operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing infrastructure improvements essential to the development of new communities. If you have questions or would simply like additional information about the District, please write to Special District Services, The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410, or call (561) 630-4922.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Supplemental Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been executed as of the _____ day of April, 2021, and recorded in the Official Records of Collier County, Florida.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

By: _____
Thomas Peek, Chairman

Witness

Witness

Print Name

Print Name

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2021, by Thomas Peek, as Chairman of the Ave Maria Stewardship Community District, for and on behalf of the District. He [___] is personally known to me or [___] produced _____ as identification.

Print Name: _____

Exhibit A: Legal Description for Ave Maria National Project, Series 2021 Assessment Area

Exhibit A

**The National Golf and Country Club at Ave Maria
Legal Description**

LEGAL DESCRIPTION

ALL THAT PART OF SECTIONS 8, 9 AND 16, TOWNSHIP 48 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 48 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA;

THENCE ALONG THE NORTH LINE OF SAID SECTION 9, SOUTH 89°45'53" WEST 375.06 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID SECTION LINE, ALONG THE WESTERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5348, PAGES 3580 THROUGH 3585, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, FOR THE FOLLOWING SEVEN (7) DESCRIBED COURSES:

1. SOUTH 00°35'31" EAST 2.49 FEET;
2. SOUTH 00°38'11" EAST 2,610.24 FEET;
3. SOUTH 00°30'34" EAST 199.67 FEET;
4. 227.68 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 3,032.95 FEET THROUGH A CENTRAL ANGLE OF 04°18'04" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 02°39'36" EAST 227.63 FEET;
5. SOUTH 04°48'38" EAST 400.94 FEET;
6. SOUTH 05°08'04" EAST 83.53 FEET;
7. SOUTH 00°29'16" EAST 1,672.19 FEET;

THENCE LEAVING SAID BOUNDARY, SOUTH 89°04'49" WEST 604.79 FEET;

THENCE NORTH 47°03'54" WEST 98.67 FEET;

THENCE SOUTH 52°55'08" WEST 87.29 FEET;

THENCE SOUTH 06°39'26" WEST 102.55 FEET;

THENCE SOUTH 71°24'17" WEST 367.36 FEET;

THENCE NORTH 19°54'41" WEST 104.73 FEET;

THENCE NORTH 43°05'38" WEST 251.09 FEET;

THENCE NORTH 11°04'29" EAST 79.58 FEET;

THENCE NORTH 05°51'31" WEST 66.56 FEET;

THENCE NORTH 48°52'26" WEST 332.24 FEET;

THENCE NORTH 74°56'35" WEST 80.29 FEET;

THENCE SOUTH 74°58'06" WEST 235.65 FEET;

THENCE SOUTH 51°40'42" WEST 93.09 FEET;

THENCE SOUTH 21°53'05" WEST 241.50 FEET;

THENCE SOUTH 77°21'09" WEST 341.17 FEET;

THENCE SOUTH 60°48'05" WEST 79.49 FEET;

THENCE NORTH 88°09'54" WEST 265.68 FEET;

THENCE SOUTH 89°36'53" WEST 1,150.41 FEET;

THENCE SOUTH 00°23'11" EAST 619.66 FEET;

THENCE SOUTH 89°36'49" WEST 997.07 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF AVE

MARIA BOULEVARD ACCORDING TO THE PLAT OF AVE MARIA UNIT 1, PLAT BOOK 46, PAGES 16

THROUGH 29, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, IN THE FOLLOWING THREE (3) DESCRIBED COURSES:

(Continued on Next Page)

The National Golf and Country Club at Ave Maria Legal Description, cont.

1. 122.25 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 1,975.00 FEET THROUGH A CENTRAL ANGLE OF 03°32'48" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 07°08'29" EAST 122.23 FEET;
2. NORTH 08°54'53" EAST 98.56 FEET;
3. 402.81 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 1,325.00 FEET THROUGH A CENTRAL ANGLE OF 17°25'06" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 00°12'20" EAST 401.26 FEET TO A POINT ON THE BOUNDARY OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 4109, PAGES 3377 THROUGH 3395, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;
THENCE ALONG SAID BOUNDARY IN THE FOLLOWING SIX (6) DESCRIBED COURSES:
 1. NORTH 89°36'53" EAST 760.98 FEET;
 2. NORTH 00°23'07" WEST 269.48 FEET;
 3. 186.02 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 200.04 FEET THROUGH A CENTRAL ANGLE OF 53°16'45" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 27°01'52" WEST 179.39 FEET;
 4. NORTH 53°40'37" WEST 99.20 FEET;
 5. 31.42 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'45" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 08°40'37" WEST 28.28 FEET;
 6. NORTH 36°19'46" EAST 702.44 FEET;
THENCE LEAVING SAID BOUNDARY SOUTH 53°40'14" EAST 15.00 FEET;
THENCE NORTH 36°19'46" EAST 1310.34 FEET;
THENCE NORTH 53°40'14" WEST 15.00 FEET;
THENCE NORTH 36°19'46" EAST 1310.34 FEET;
THENCE NORTH 53°40'14" WEST 15.00 FEET;
THENCE NORTH 36°19'46" EAST 111.26 FEET TO A POINT ON SAID BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4109, PAGES 3377 THROUGH 3395;
THENCE ALONG SAID BOUNDARY 0.26 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 65.00 FEET THROUGH A CENTRAL ANGLE OF 00°13'48" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 07°22'05" WEST 0.26 FEET;
THENCE CONTINUE ALONG SAID BOUNDARY NORTH 07°15'11" WEST 631.39 FEET;
THENCE SOUTH 86°15'34" WEST 233.39 FEET;
THENCE SOUTH 03°44'26" EAST 15.00 FEET;
THENCE SOUTH 86°15'34" WEST 125.64 FEET;
THENCE NORTH 03°36'59" WEST 132.25 FEET;
THENCE 189.42 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 150.00 FEET THROUGH A CENTRAL ANGLE OF 72°21'10" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 39°47'34" WEST 177.08 FEET;
THENCE NORTH 77°41'01" WEST 42.84 FEET TO A POINT ON THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4109, PAGES 3377 THROUGH 3395;
THENCE ALONG SAID BOUNDARY IN THE FOLLOWING FIVE (5) DESCRIBED COURSES:
 1. NORTH 75°46'27" WEST 1,910.00 FEET;
 2. 31.42 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 19.99 FEET THROUGH A CENTRAL ANGLE OF 90°02'16" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 30°45'19" WEST 28.28 FEET;
 3. NORTH 14°14'41" EAST 254.02 FEET;
 4. 43.68 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 50°03'21" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 10°47'00" WEST 42.31 FEET;
 5. NORTH 35°48'41" WEST 215.02 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF ANTHEM PARKWAY, ACCORDING TO THE PLAT OF ANTHEM PARKWAY PHASE ONE, PLAT BOOK 61, PAGES 86 THROUGH 89, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY IN THE FOLLOWING TWO (2) DESCRIBED COURSES:
 1. 1,463.51 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 1,964.00 FEET THROUGH A CENTRAL ANGLE OF 42°41'42" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 37°38'40" EAST 1,429.88 FEET;
 2. NORTH 16°17'50" EAST 0.98 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 9;
THENCE ALONG SAID NORTH LINE OF SECTION 9, NORTH 89°45'53" EAST 4,518.66 FEET TO THE POINT OF BEGINNING. CONTAINING 490.37 ACRES, MORE OR LESS.

**DISCUSSION REGARDING WIDENING
OF ANTHEM PARKWAY ANALYSIS**

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**

RESOLUTION 2021-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT DECLARING THE DISTRICT'S INTENT TO ACCEPT RESPONSIBILITY FOR THE PERPETUAL OPERATION, MAINTENANCE, AND FUNDING OF THE STORMWATER MANAGEMENT SYSTEM.

WHEREAS, the Ave Maria Stewardship Community District ("**District**") is a local unit of special-purpose government established by Chapter 2004-461, Laws of Florida, (the "**Act**") for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is a perpetual, government entity that operates in the public interest, is governed by the public records laws, open government laws, and code of ethics of the State of Florida; and

WHEREAS, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for storm water management improvements, and any related interest in real or personal property, pursuant to the Act; and

WHEREAS, the District's operations and maintenance special assessments are a reliable source of funding which are enforced in the same manner as county taxes, and constitute a lien on the property against which assessed from the date of imposition thereof until paid, coequal with the lien of state, county, municipal, and school board taxes, pursuant to the Act; and

WHEREAS, the South Florida Water Management District has issued a permit for the construction and operation of the water management system at the District; and

WHEREAS, as part of the District's capital improvement plan, the District intends to finance a portion of and, construct, acquire, operate and maintain the stormwater system within the District ("**Stormwater System**"), and, upon transfer of the project from the construction to operation phase, the District can assume operation and maintenance responsibility for the Stormwater System; and

WHEREAS, accordingly, and to help facilitate the above-referenced approval and permitting processes, the District desires now to declare its intention to serve as the operation and maintenance entity for the Stormwater System, in accordance with the plan ("**Plan**") attached hereto as **Exhibit "A;"** and

WHEREAS, the District is authorized to perpetually operate and maintain mitigation areas within its boundaries, desires to perpetually operate and maintain Stormwater System in accordance with the Plan, and enter into funding agreements with various neighborhood associations, and to levy annual assessments for the purpose of operating and maintaining the Stormwater System, if needed, and to ensure funds will be available if needed for corrective action; and

WHEREAS, upon transfer of the Stormwater System to the operation phase, the District desires to accept responsibility as the perpetual maintenance entity responsible for operating, maintaining and funding the Stormwater System in accordance with all applicable regulations.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT AS FOLLOWS:

1. **RECITALS.** The foregoing statement of background and purpose is hereby adopted as part of this Resolution for all purposes.

2. **PERPETUAL OPERATION, MAINTENANCE AND FUNDING OBLIGATION.** The District acknowledges and agrees that, upon transfer of the Stormwater System from the construction to operation phase, the District will perpetually operate, maintain and fund the Stormwater System, or ensure a neighborhood association operates, maintains, and funds the Stormwater System pursuant to applicable agreement as described in the Plan. The District agrees to fund such operational and maintenance activities through the annual levy of maintenance special assessments as authorized under the Act, unless funds are provided pursuant to applicable agreement with a neighborhood association.

3. **EFFECTIVE DATE.** This Resolution shall take immediate effect upon its adoption.

APPROVED and **ADOPTED** this 6th day of April, 2021.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

Secretary

Chairperson

EXHIBIT A

MAINTENANCE PLAN FOR STORMWATER SYSTEM

Monthly / As-Needed:

- Conduct any monitoring and maintenance of any Stormwater System ponds and improvements to ensure that the District is in compliance with applicable laws, permits, easements, and other requirements.
- Common mowing of the pond banks, and weeding, edging and tree trimming will be done on an as needed basis, and in compliance with applicable permits.

Yearly:

- Visual inspection of stormwater facilities and repair as needed.
- Visual inspection of landscaping and other improvements to ensure that no dangerous conditions exist.

**AGREEMENT BETWEEN THE AVE MARIA STEWARDSHIP COMMUNITY
DISTRICT AND [INSERT NAME OF ASSOCIATION] FOR FACILITY
MAINTENANCE AND REPAIR SERVICES**

THIS AGREEMENT is made and entered into this ____ day of _____, 2021,
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

_____.

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; and

WHEREAS, the District desires to retain an independent contractor to operate, maintain and repair the stormwater system improvements ("District Improvements") and otherwise provide the services ("**S**ervices") set forth in **Exhibit A** attached hereto, across the lands ("**P**roperty") 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 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. **“Maintenance and Repairs”** – The term “Maintenance and Repairs” shall refer to those services as set forth in Exhibit A. Maintenance and Repairs shall 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 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 Maintenance and Repairs.
 - ii. **Maintenance and Repairs.** Association shall be responsible for the oversight, coordination and performance of 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.

- 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, 2022. The term shall be automatically renewed for additional one (1) year periods after September 30, 2022, unless the District provides the other party 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: _____

Attn: _____

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

[INSERT NAME OF ASSOCIATION]

(Signature of Witness)

By: _____

Its: _____

(Print Name of Witness)

Exhibit A
Services

- Lake maintenance and repair, including but not limited to, aquatic weed control, littoral plantings, rip rap, and lake slopes within platted lake maintenance easements.
- Conduct any monitoring and maintenance of any stormwater system ponds and improvements to ensure that the District is in compliance with applicable laws, permits, easements, and other requirements.
- Common mowing of the pond banks, and weeding, edging and tree trimming will be done on an as needed basis, and in compliance with applicable permits.
- Visual inspection of stormwater facilities and repair as needed.
- Visual inspection of landscaping and other improvements to ensure that no dangerous conditions exist.

Exhibit B
Property

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

APRIL 2021-DRAFT

Project Name	Start Date	End Date	Est. Cost	% Complete	Funding Source	Comments
Entry Landscaping at Oil Well Rd	11/2019	03/2021	\$900,000	95%	AMD	Pond liner to be installed for final item
Landscaping S. AMB- Phase II	07/2020	06/2021	TBD	0%	AMD	Pre-qualifying contractors
Pilot Program- Landscaping	11/2020	03/2021	TBD		AMD	Update scheduled for 02/2021
Avila/Roma 4-way stop "swap"	02/2020	04/2021	\$20,000	50%	District Engineer/ AMD	In permitting at County
Anthem Parkway widening analysis	09/2020	02/2021	TBD	0%	2021 Bond Issue	Engaged Traffic Engineer Norm Treblecock
Anthem Parkway Phase 4	12/2020	06/2021	\$2.6M	0%	AMD	
Lights on Ave Maria Blvd	01/2021	02/2021	TBD	TBD		Expected to be complete in 2/2021
External Projects						
Fire Station Construction	03/2020	05/2021	N/A		Immokalee Fire District	On schedule
Public School K-5	03/2020	08/2022			AMD/School Bd	Architect/Design Phase
Security Cameras (License Plate Readers)	02/2021	04/2021	\$70,000	0%	AMD	AMD moving forward with this
Security Cameras (At North and South Park)	01/2020	TBD	\$140,000		Master Assoc.	Under Review

Ave Maria Stewardship Community District
Budget vs. Actual
 October 2020 through February 2021

	<u>Oct '20 - Feb 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Expenditures				
01-1130 · Payroll Tax Expense	306.00	612.00	-306.00	50.0%
01-1131 · Supervisor Fees	4,000.00	8,000.00	-4,000.00	50.0%
01-1310 · Engineering	17,128.75	55,000.00	-37,871.25	31.14%
01-1311 · Management Fees	29,256.65	70,216.00	-40,959.35	41.67%
01-1312 · Secretarial Fees	1,875.00	4,500.00	-2,625.00	41.67%
01-1313 · Website Management	1,041.65	2,500.00	-1,458.35	41.67%
01-1315 · Legal Fees	24,722.50	60,000.00	-35,277.50	41.2%
01-1320 · Audit Fees	500.00	13,000.00	-12,500.00	3.85%
01-1330 · Arbitrage Rebate Fee	1,300.00	3,250.00	-1,950.00	40.0%
01-1441 · Travel & Lodging	517.50	4,000.00	-3,482.50	12.94%
01-1450 · Insurance	10,417.00	11,870.00	-1,453.00	87.76%
01-1480 · Legal Advertisements	1,862.00	5,000.00	-3,138.00	37.24%
01-1512 · Miscellaneous	1,920.78	4,000.00	-2,079.22	48.02%
01-1513 · Postage and Delivery	541.86	1,750.00	-1,208.14	30.96%
01-1514 · Office Supplies	388.95	3,500.00	-3,111.05	11.11%
01-1540 · Dues, License & Subscriptions	175.00	500.00	-325.00	35.0%
01-1541 · Misc Filing, Notices, etc.	0.00	500.00	-500.00	0.0%
01-1733 · Trustee Fees	4,950.00	27,000.00	-22,050.00	18.33%
01-1734 · Continuing Disclosure Fee	0.00	9,000.00	-9,000.00	0.0%
01-1735 · Assessment Roll	0.00	15,000.00	-15,000.00	0.0%
01-1801 · Landscaping - Miscellaneous	0.00	30,000.00	-30,000.00	0.0%
01-1808 · Irrigation Repair	29,338.92	85,000.00	-55,661.08	34.52%
01-1813 · Storm Cleanup - Electric	0.00	25,000.00	-25,000.00	0.0%
01-1814 · Storm Cleanup	0.00	25,000.00	-25,000.00	0.0%
01-1815 · Miscellaneous Maintenance	250.01	10,000.00	-9,749.99	2.5%
01-1816 · Electric-Streetlights,Landscape	30,657.32	85,000.00	-54,342.68	36.07%
01-1817 · Maintenance Street Sweeping	0.00	1,000.00	-1,000.00	0.0%
01-1818 · Striping & Traffic Markings	0.00	25,000.00	-25,000.00	0.0%
01-1819 · Street Light Maintenance	14,988.63	60,000.00	-45,011.37	24.98%
01-1820 · Maint Sidewalk/Curb Repairs	41,315.58	50,000.00	-8,684.42	82.63%
01-1830 · Maintenance Contracts	273,431.65	630,000.00	-356,568.35	43.4%
01-1831 · Tree Trimming	48,815.00	30,000.00	18,815.00	162.72%
01-1832 · Storm Cleanup - Landscaping	0.00	25,000.00	-25,000.00	0.0%

Ave Maria Stewardship Community District
Budget vs. Actual
 October 2020 through February 2021

	<u>Oct '20 - Feb 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
01-1833 · Plant Replacement	96,472.15	70,000.00	26,472.15	137.82%
01-1834 · Mulch	72,663.40	140,000.00	-67,336.60	51.9%
01-1838 · Water Management & Drain	1,500.00	4,000.00	-2,500.00	37.5%
01-1839 · Entry Feature/Near Well Water	1,809.21	3,000.00	-1,190.79	60.31%
01-1840 · Maintenance Misc. Utilities	381.50	0.00	381.50	100.0%
01-1841 · Maintenance Irrigation Water	22,462.54	70,000.00	-47,537.46	32.09%
01-1842 · Maint Fountain/Repair	14,630.00	15,000.00	-370.00	97.53%
01-1843 · Maintenance Rodent Control	5,875.00	4,000.00	1,875.00	146.88%
01-1844 · Maint Equipment Repair	4,977.73	2,000.00	2,977.73	248.89%
01-1845 · Maint Signage Repair	7,980.00	10,000.00	-2,020.00	79.8%
01-1846 · Maint Storm Drain Cleaning	0.00	10,000.00	-10,000.00	0.0%
01-1847 · Mnt Drainage/Lke Mnt/Littorals	7,184.00	75,000.00	-67,816.00	9.58%
01-1848 · Maintenance Aerators	0.00	1,000.00	-1,000.00	0.0%
01-1850 · Maint-Preserve Maintenance	47,250.00	50,000.00	-2,750.00	94.5%
01-1853 · Maintenance Small Tools	2,858.73	2,500.00	358.73	114.35%
01-1855 · Maint Vehicle Lease/Fuel/Repair	969.79	20,000.00	-19,030.21	4.85%
01-1856 · Maint Mosquito Control	183,478.42	300,000.00	-116,521.58	61.16%
01-1858 · Maint Temp EMS/Fire Facility	51,902.92	90,000.00	-38,097.08	57.67%
01-1859 · Maint-Administrative Supplies	885.00	0.00	885.00	100.0%
01-1861 · Maint Office Utilities	1,658.45	0.00	1,658.45	100.0%
01-1862 · Maintenance Technicians	39,355.28	100,000.00	-60,644.72	39.36%
01-1863 · Maint Base Management Fee	6,633.80	20,000.00	-13,366.20	33.17%
01-1864 · Maintenance Admin Payroll	25,149.09	50,000.00	-24,850.91	50.3%
01-1890 · Maint-Reserve Fund	0.00	27,500.00	-27,500.00	0.0%
01-1891 · Maint Contingency	4,675.00	15,000.00	-10,325.00	31.17%
Total Expenditures	1,140,452.76	2,459,198.00	-1,318,745.24	46.38%