



AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

COLLIER COUNTY REGULAR BOARD MEETING JUNE 7, 2022 6:00 P.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
REGULAR BOARD MEETING

June 7, 2022

6:00 p.m.

Ave Maria Master Association (office/fitness center)

5080 Annunciation Circle, Unit 101

Ave Maria, Florida 34142

TO JOIN VIA ZOOM: <https://us02web.zoom.us/j/83198051068>

MEETING ID: 831 9805 1068 DIAL IN AT: 1 929 436 2866

- A. Call to Order
- B. Pledge of Allegiance
- C. Invocation
- D. Proof of Publication.....Page 1
- E. Establish Quorum
- F. Additions or Deletions to Agenda
- G. Comments from the Public for Items Not on the Agenda
- H. Approval of Minutes
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- I. Old Business
- J. New Business
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 - 2. Consider Resolution No. 2021-18 – Adopting a Fiscal Year 2022/2023 Proposed Budget for the Master Irrigation Utility System.....Page 29
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 - 4. Consider Approval of License Agreement for Veterans Memorial with Ave Maria Veterans Association.....Page 35
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 - 5. Consider Approval of Landscaping Proposals for Ave Maria Phase II.....Page 44
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 - 6. Consider Approval of Mulch Estimate.....Page 51
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 - 1. Legal Report

2. Engineer Report

3. Manager's Report

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L. Board Members Comments

M. Adjourn

Miscellaneous Notices



Published in Naples Daily News on May 27, 2022

Location

Collier County, Florida

Notice Text

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT NOTICE OF REGULAR BOARD MEETING The Board of Supervisors (the "Board") of the Ave Maria Stewardship Community District (the "District") will hold a Regular Board Meeting ("Meeting") at 6:00 p.m. on June 7, 2022, in the Ave Maria Master Association located at 5080 Annunciation Circle, Unit 101, 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/83198051068> Meeting ID: 831 9805 1068 Join by PHONE at: 1-929-436-2866 Meeting ID: 831 9805 1068 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.avemariastewardshipcd.org seven (7) days prior to the meeting date. 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 speaker 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. Each 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 PUBLISH: NAPLES DAILY NEWS 05/27/22

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
REGULAR BOARD MEETING
Ave Maria Master Association
5080 Annunciation Circle, Unit 101
Ave Maria, Florida 34142**

or

TO JOIN VIA ZOOM: <https://us02web.zoom.us/j/83198051068>

MEETING ID: 831 9805 1068 DIAL IN AT: 1 929 436 2866

May 3, 2022

A. CALL TO ORDER

The May 3, 2022, Regular Board Meeting of the Ave Maria Stewardship Community District (the “District”) was called to order at 9:00 a.m. in the Ave Maria Master Association located at 5080 Annunciation Circle, Unit 101, 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 meeting in 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 April 25, 2022, as legally required.

E. ESTABLISH A QUORUM

A quorum was established with the following:

Board of Supervisors

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

District Staff in attendance were:

District Manager	Andrew Karmeris	Special District Services, Inc.
District Manager	Todd Wodraska (via Zoom)	Special District Services, Inc.
General Counsel	Alyssa Willson (via Zoom)	Kutak Rock, LLP

District Engineer	Ted Tryka	Agnoli Barber & Brundage, Inc.
Owner Representative	David Genson	Barron Collier Companies

Also present were the following:

Kim Twiss, Donnie Diaz, Nicole Green, Stu Grzenkowicz, Karissa Holmes, Francisco Lopez, Claudia Dominguez, Wendy Franco, Joseph LaBarberen, David Samson and Diana Romero.

There were also many others present 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

David Samson, a resident of Ave Maria, asked if the Board had any intention of taking a position on the potential expansion of the Mosquito Control District and its plans to add Ave Maria to their boundaries? A lengthy discussion ensued, and Ms. Willson informed the Board that they are free to express support or the absence of support. Chairman Peek stated that he would support the expansion of the Mosquito Control District to Ave Maria. Mr. Klucik asked how that expansion would potentially affect the District's budgeted line item for mosquito control? A discussion ensued between staff and the Board regarding how the mechanics of the budget would work if that line item was removed.

H. APPROVAL OF MINUTES

1. April 5, 2022, Regular Board Meeting

The minutes of the April 5, 2022, Regular Board Meeting were presented for consideration.

A **motion** was made by Mr. Diflorio, seconded by Mr. Roth and passed unanimously approving the minutes of the April 5, 2022, Regular Board Meeting.

I. OLD BUSINESS

There were no old business items.

J. NEW BUSINESS

1. Consider Resolution No. 2022-14 – Proposed Legislation for Boundary Amendment

RESOLUTION 2022-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARSHIP COMMUNITY DISTRICT DIRECTING THE CHAIRMAN, BOARD MEMBERS AND DISTRICT STAFF TO SUPPORT LEGISLATION AMENDING THE

DISTRICT BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

Ms. Willson presented. A lengthy discussion amongst the Board ensued. Ms. Willson explained that this will not be paid through the district budget. Mr. Klucik asked how many acres were in the town now compared to after the potential boundary amendment and how this would affect seat turnover? A discussion ensued on whether it was possible to unwind a board seat. It was concluded that the potential boundary amendment would not affect the board seats that have already turned over to general election. Mr. Klucik stated that he supports this boundary amendment given the history of the developer's actions.

A **motion** was made by Mr. Roth, seconded by Mr. Klucik approving Resolution No. 2022-14. The **motion** passed unanimously.

2. Consider Resolution No. 2022-15 – Adopting a Prompt Payment Act

RESOLUTION 2022-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Ms. Willson presented and stated that this resolution is legally sufficient and properly reviewed.

A **motion** was made by Mr. Roth seconded by Mr. DiFlorio approving Resolution No. 2022-15. The **motion** passed unanimously.

3. Consider Resolution No. 2022-16 – Adopting Construction Protocols

RESOLUTION 2022-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ADOPTING CONSTRUCTION PROTOCOLS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Ms. Willson presented.

A **motion** was made by Mr. Roth seconded by Mr. DiFlorio approving Resolution No. 2022-16. The **motion** passed unanimously.

4. Discussion Regarding Preliminary Proposed Budget for 2022/2023

Mr. Karmeris presented the preliminary Proposed Budget for Fiscal Year 2022/2023 for discussion. He then fielded questions from the Board. No Board action was taken.

K. ADMINISTRATIVE MATTERS

1. Legal Report

Ms. Willson had nothing further to report.

2. Engineer's Report

Mr. Tryka had nothing further to report.

3. Manager's Report

a AMSCD Projects Update

Mr. Genson went over the projects update and fielded questions from the Board.

Mr. Genson also informed the Board that an asset management software implementation was under way to track the District's assets. This includes the roads that will require new pavement in the next 5 years or so.

b. Financials

Mr. Karmeris presented the financial report provided in the agenda package.

L. BOARD MEMBER COMMENTS

There were no comments from the Board Members.

M. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 10:55 a.m. by Chairman Peek. There were no objections.

Secretary/Assistant Secretary

Chair/Vice-Chairman

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

MAY 2022-DRAFT

Project Name	Start Date	End Date	Est. Cost	% Complete	Responsible Party	Comments
Landscaping S. AMB- Phase II	07/2020	TBD	TBD	0%	AMD	Bid accepted.
Pilot Program- Landscaping	11/2020	TBD	TBD		AMD	Zeroscape design being explored
Anthem Parkway Phase 4	12/2020	06/2022	\$2.6M		AMD	Project underway
Trees Replacement around Milano, Avilla and AMB	10/2022	TBD				See monthly landscape report.
Signage throughout community		Letter sent out			AMD	Draft of rules presented at February 2022 meeting.
External Projects						
Fire Station Construction	03/2020	TBD	N/A		Immokalee Fire District	Fire dept in new station, but grand opening at later date.
Public School K-5	03/2020	08/2025			AMD/School Bd	Architect/Design Phase
Security Cameras (License Plate Readers)	02/2021	2/2022	\$70,000	100%	Master Assoc.	Waiting on Verizon account setup.
Security Cameras (At North and South Park)	01/2020	2/2022	\$140,000	100%	Master Assoc.	Waiting on Verizon account setup.
Hospital	TBD	TBD	TBD			AMD has done everything on their end. It is in the hands of

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

						the potential Hospital Providers
Ave Maria National Entrance – Speed and Golf Cart Signage	NA	NA	NA			No action recommended at this time. AMD will continue to monitor and further evaluate in master planning.

RESOLUTION 2022-17

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2022/2023; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGETS PURSUANT TO FLORIDA LAW; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Ave Maria Stewardship Community District ("**District**") prior to June 15, 2022, proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("**Fiscal Year 2022/2023**"); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, "**Services**") set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170 and 197, Florida Statutes, and Chapter 2004-461, Laws of Florida ("**Assessments**"), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon;

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. DECLARING ASSESSMENTS. Pursuant to Chapters 170, and 197, Florida Statutes, and Chapter 2004-461, Laws of Florida, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the "**District's Office**," 2501A Burns Road, Palm Beach Gardens, Florida 33410. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public

inspection at the District's Office. The Assessments shall be paid in one more installments pursuant to a bill issued by the District in November of 2022, and pursuant to Chapter 170, Florida Statutes, and Chapter 2004-461, Laws of Florida, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes and Chapter 2004-461, Laws of Florida.

3. SETTING PUBLIC HEARINGS. Pursuant to Chapters 170, and 197, and Chapter 2004-461, Laws of Florida, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE: _____, 2022
HOUR: _____
LOCATION: Ave Maria Master Association (Office/Fitness Center)
5080 Annunciation Circle, Unit 101
Ave Maria, Florida 34142

4. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budget to Collier County at least 60 days prior to the hearing set above.

5. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 3 and shall remain on the website for at least 45 days.

6. PUBLICATION OF NOTICE. The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Collier County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

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

8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 6TH DAY OF JUNE 2022.

ATTEST:

**AVE MARIA STEWARDSHIP COMMUNITY
DISTRICT**

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Exhibit A: Proposed FY 2022/2023 Budget

Exhibit A
Proposed FY 2022/2023 Budget

Ave Maria Stewardship Community District

**Proposed Budget For
Fiscal Year 2022/2023
October 1, 2022 - September 30, 2023**

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

FISCAL YEAR 2021/2022 BUDGET

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Debt Service

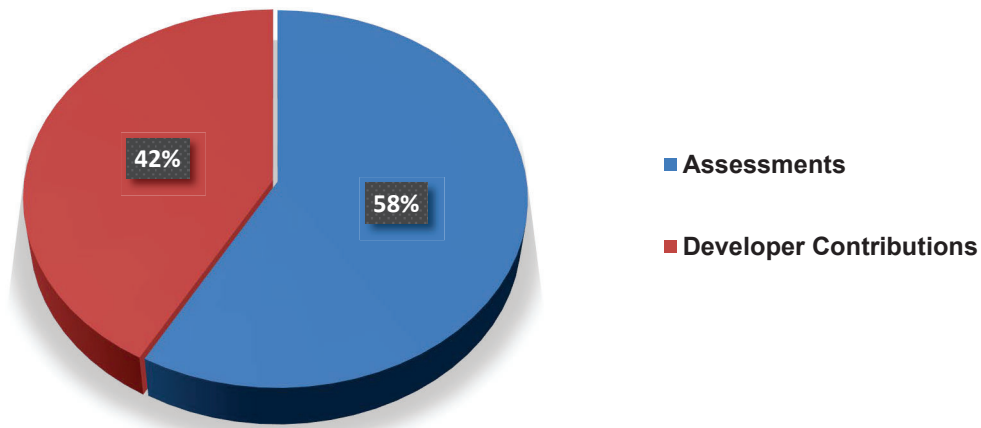
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Maintenance & Assessments Breakdown

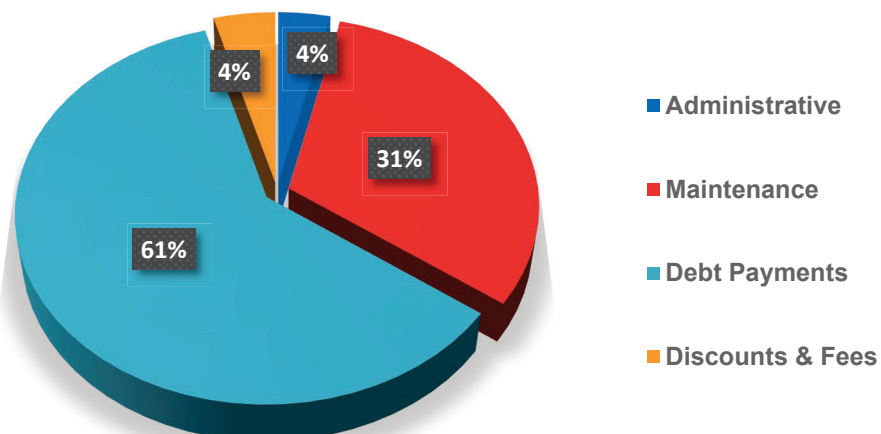
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PROPOSED BUDGET
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

Sources	Revenue	Percentage
Assessments	\$ 5,869,636	58%
Developer Contributions	\$ 4,219,834	42%
Other	\$ -	0%
Total Revenue	\$ 10,089,470	100%



Sources	Expenditures	Percentage
Administrative	\$ 369,962	4%
Maintenance	\$ 3,154,500	31%
Debt Payments	\$ 6,124,786	61%
Discounts & Fees	\$ 440,222	4%
Total Expenditures	\$ 10,089,470	100%



DETAILED PROPOSED BUDGET
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 BUDGET
REVENUES	
O & M ASSESSMENTS	1,903,630
DEBT ASSESSMENTS	3,966,006
DEVELOPER CONTRIBUTION FOR O & M	1,763,604
DEVELOPER CONTRIBUTION FOR DEBT	2,456,230
OTHER REVENUES	0
INTEREST	0
TOTAL REVENUES	\$ 10,089,470
EXPENDITURES	
ADMINISTRATIVE EXPENDITURES	
SUPERVISORS FEES	8,000
PAYROLL TAX EXPENSE	612
ENGINEERING	55,000
MANAGEMENT	84,000
SECRETARIAL	0
LEGAL	75,000
ASSESSMENT ROLL	15,000
AUDIT FEES	18,100
ARBITRAGE REBATE FEE	3,250
TRAVEL & LODGING	4,000
INSURANCE	37,000
LEGAL ADVERTISING	8,000
MISCELLANEOUS	6,000
POSTAGE	2,000
OFFICE SUPPLIES	3,500
DUES, LICENSE, & SUBSCRIPTIONS	500
MISCELLANEOUS FILINGS, NOTICES, ETC.	500
WEBSITE HOSTING FEES	2,500
TRUSTEE FEES	35,000
CONTINUING DISCLOSURE FEE	12,000
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 369,962
MAINTENANCE EXPENDITURES	
MAINTENANCE	3,154,500
TOTAL MAINTENANCE EXPENDITURES	\$ 3,154,500
TOTAL EXPENDITURES	\$ 3,524,462
EXCESS OR (SHORTFALL)	\$ 6,565,008
BOND PAYMENTS	\$ (6,124,786)
BALANCE	\$ 440,222
COUNTY APPRAISER & TAX COLLECTOR COST	(205,437)
DISCOUNTS FOR EARLY PAYMENTS	(234,785)
NET EXCESS / (SHORTFALL)	\$ -

Note: Reserve Fund Balance As Of 3-31-22 is \$263,170.12

DETAILED PROPOSED BUDGET COMPARISON
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2020/2021 ACTUAL	FISCAL YEAR 2021/2022 BUDGET	FISCAL YEAR 2022/2023 BUDGET	COMMENTS
REVENUES				
O & M ASSESSMENTS	1,265,359	1,556,178	1,903,630	See Detail on Page 9
DEBT ASSESSMENTS	3,825,900	4,461,050	3,966,006	See Detail on Page 9
DEVELOPER CONTRIBUTION FOR O & M	1,719,171	1,220,233	1,763,604	
DEVELOPER CONTRIBUTION FOR DEBT	948,584	296,442	2,456,230	
OTHER REVENUES / FEMA	1,813	0	0	
INTEREST	515	0	0	
BOND PREPAYMENTS	328,711	0	0	
BOND PREPAYMENTS PAID TO TRUSTEE	(328,711)	0	0	
TOTAL REVENUES	\$ 7,761,341	\$ 7,533,903	\$ 10,089,470	
EXPENDITURES				
ADMINISTRATIVE EXPENDITURES				
SUPERVISORS FEES	8,000	8,000	8,000	No Change From Previous Budget
PAYROLL TAX EXPENSE	612	612	612	Supervisor Fees * 7.65%
ENGINEERING	49,916	55,000	55,000	No Change From Previous Budget
MANAGEMENT	70,216	70,216	84,000	\$13,784 Increase From Previous Budget
SECRETARIAL	4,500	4,500	0	\$4,500 Decrease From Previous Budget
LEGAL	70,175	70,000	75,000	\$5,000 Increase From Previous Budget
ASSESSMENT ROLL	15,000	15,000	15,000	No Change From Previous Budget
AUDIT FEES	13,400	13,000	18,100	\$5,100 Increase From Previous Budget
ARBITRAGE REBATE FEE	2,600	3,250	3,250	No Change From Previous Budget
TRAVEL & LODGING	3,174	4,000	4,000	No Change From Previous Budget
INSURANCE	10,417	11,870	37,000	\$25,130 Increase From Previous Budget
LEGAL ADVERTISING	8,929	5,000	8,000	\$3,000 Increase From Previous Budget
MISCELLANEOUS	6,271	4,000	6,000	\$2,000 Increase From Previous Budget
POSTAGE	1,887	1,750	2,000	\$250 Increase From Previous Budget
OFFICE SUPPLIES	2,181	3,500	3,500	No Change From Previous Budget
DUES, LICENSE, & SUBSCRIPTIONS	175	500	500	No Change From Previous Budget
MISCELLANEOUS FILINGS, NOTICES, ETC.	0	500	500	No Change From Previous Budget
WEBSITE HOSTING FEES	2,500	2,500	2,500	No Change From Previous Budget
TRUSTEE FEES	30,107	27,000	35,000	\$8,000 Increase From Previous Budget
CONTINUING DISCLOSURE FEE	9,500	9,000	12,000	\$3,000 Increase From Previous Budget
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 309,561	\$ 309,198	\$ 369,962	
MAINTENANCE EXPENDITURES				
MAINTENANCE	2,632,913	2,350,500	3,154,500	Total Maintenance - See Detail On Page 16
TOTAL MAINTENANCE EXPENDITURES	\$ 2,632,913	\$ 2,350,500	\$ 3,154,500	
TOTAL EXPENDITURES	\$ 2,942,474	\$ 2,659,698	\$ 3,524,462	
EXCESS OR (SHORTFALL)	\$ 4,818,867	\$ 4,874,205	\$ 6,565,008	
BOND PAYMENTS	(4,552,989)	(4,422,913)	(6,124,786)	2023 P & I Payments
BALANCE	\$ 265,878	\$ 451,292	\$ 440,222	
COUNTY APPRAISER & TAX COLLECTOR COST	(87,046)	(210,603)	(205,437)	3.5% Of Total Roll (2% Appraiser, 1.5% Collector)
DISCOUNTS FOR EARLY PAYMENTS	(196,876)	(240,689)	(234,785)	4% Of Total Tax Roll
NET EXCESS / (SHORTFALL)	\$ (18,043)	\$ -	\$ -	

Note: Reserve Fund Balance As Of 3-31-22 is \$263,170.12

DETAILED PROPOSED DEBT SERVICE BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2019
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2020/2021 ACTUAL	FISCAL YEAR 2021/2022 BUDGET	FISCAL YEAR 2022/2023 BUDGET
REVENUES			
Interest Income (19) (refi of 06)	51	500	500
Net NAV Collection (19) (refi of 06)	1,393,758	1,368,371	1,368,371
Developer Contribution (refi of 06)	0	0	0
Prepaid Bonds (19) (refi of 06)	9,723	0	0
Bond Proceeds	0	0	0
Total Revenues	\$ 1,403,533	\$ 1,368,871	\$ 1,368,871
EXPENDITURES			
Principal Payments (19) (refi of 06)	885,000	900,000	920,000
Extraordinary Principal Pymt (19) (refi of 06)	0	2,277	477
Interest Payments (19) (refi of 06)	493,294	466,594	448,394
Cost of Issuance	0		
Total Expenditures	\$ 1,378,294	\$ 1,368,871	\$ 1,368,871
Net Excess/ (Shortfall)	\$ 25,239	\$ -	\$ -

Series 2019 Bond Information (Refi of 2006)

Original Par Amount =	\$20,310,000	Annual Principal Payments Due:
Average Interest Rate =	2.725%	May 1st
Issue Date =	June 2019	Annual Interest Payments Due:
Maturity Date =	May 2038	May 1st & November 1st
Par Amount As Of 1/1/22 =	\$18,540,000	

DETAILED PROPOSED DEBT SERVICE BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2022
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2020/2021 ACTUAL	FISCAL YEAR 2021/2022 BUDGET	FISCAL YEAR 2022/2023 BUDGET
REVENUES			
Interest Income (22) (refi of 12)	178	100	100
Net NAV Collection (22) (refi of 12)	1,554,388	134,908	1,360,757
Developer Contribution (22) (refi of 12)	690,442	483,597	278,318
Prepaid Bonds (22) (refi of 12)	13,290	0	0
Total Revenues	\$ 2,258,298	\$ 618,605	\$ 1,639,175
EXPENDITURES			
Principal Payments (22) (refi of 12)	535,000	0	820,000
Extraordinary Principal Pymt (22) (refi of 12)	10,000	0	0
Interest Payments (22) (refi of 12)	1,728,265	618,605	819,175
Total Expenditures	\$ 2,273,265	\$ 618,605	\$ 1,639,175
Net Excess/ (Shortfall)	\$ (14,967)	\$ -	\$ -

Series 2022 Bond Information (Refi of 2012)

Original Par Amount =	\$22,950,000	Annual Principal Payments Due:
Average Interest Rate =	3.825%	May 1st
Issue Date =	February 2022	Annual Interest Payments Due:
Maturity Date =	May 2042	May 1st & November 1st
Par Amount As Of 1/1/22 =	N/A	

DETAILED PROPOSED DEBT SERVICE BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2021
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2020/2021 ACTUAL	FISCAL YEAR 2021/2022 BUDGET	FISCAL YEAR 2022/2023 BUDGET
REVENUES			
Interest Income (21)	1	100	100
Net NAV Collection (21)	0	0	0
Developer Contribution (21)	0	0	635,606
Capitalized Interest (21)	0	398,406	0
Total Revenues	\$ 1	\$ 398,506	\$ 635,706
EXPENDITURES			
Principal Payments (21)	0	0	240,000
Extraordinary Principal Payments (21)	0	0	0
Interest Payments (21)	0	398,406	395,706
Total Expenditures	\$ -	\$ 398,406	\$ 635,706
Net Excess/ (Shortfall)	\$ 1	\$ 100	\$ -

Note: Capitalized Interest Was Set-Up Through November 1, 2022

Series 2021 Bond Information

Original Par Amount =	\$11,610,000	Annual Principal Payments Due:
Average Interest Rate =	3.691%	May 1st
Issue Date =	August 2021	Annual Interest Payments Due:
Maturity Date =	May 2052	May 1st & November 1st
Par Amount As Of 1/1/22 =	\$11,610,000	

DETAILED PROPOSED DEBT SERVICE BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2021 (BOND ANTICIPATION NOTES)
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2020/2021 ACTUAL	FISCAL YEAR 2021/2022 BUDGET	FISCAL YEAR 2022/2023 BUDGET
REVENUES			
Interest Income (21 BANS)	2	0	0
Net NAV Collection (21 BANS)	0	0	0
Developer Contribution (21 BANS)	0	547,400	547,400
Prepaid Bonds (21 BANS)	0	0	0
Total Revenues	\$ 2	\$ 547,400	\$ 547,400
EXPENDITURES			
Principal Payments (21 BANS)	0	0	0
Extraordinary Principal Payments (21 BANS)	0	0	0
Interest Payments (21 BANS)	0	547,400	547,400
Total Expenditures	\$ -	\$ 547,400	\$ 547,400
Net Excess/ (Shortfall)	\$ 2	\$ -	\$ -

Series 2021 BAN Information

Original Par Amount =	\$15,640,000	Annual Principal Payments Due:
Interest Rate =	3.500%	N/A
Issue Date =	August 2021	Annual Interest Payments Due:
Maturity Date =	May 2026	May 1st & November 1st
Par Amount As Of 1/1/22 =	\$15,640,000	

DETAILED PROPOSED DEBT SERVICE BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2015 (MAPLE RIDGE)
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2020/2021 ACTUAL	FISCAL YEAR 2021/2022 BUDGET	FISCAL YEAR 2022/2023 BUDGET
REVENUES			
Interest Income (15)	19	100	100
Net NAV Collection (15)	166,913	163,890	163,890
Developer Contribution (15)	0	5,267	0
Prepaid Bonds (15)	79,779	0	0
Total Revenues	\$ 246,712	\$ 169,256	\$ 163,990
EXPENDITURES			
Principal Payments (15)	45,000	50,000	50,000
Extraordinary Principal Payments (15)	75,000	0	1,171
Interest Payments (15)	122,756	119,256	112,819
Total Expenditures	\$ 242,756	\$ 169,256	\$ 163,990
Net Excess/ (Shortfall)	\$ 3,955	\$ -	\$ -

Series 2015 Bond (Maple Ridge) Information

Original Par Amount =	\$2,530,000	Annual Principal Payments Due:
Interest Rate =	5.0% - 5.375%	May 1st
Issue Date =	February 2015	Annual Interest Payments Due:
Maturity Date =	May 2045	May 1st & November 1st
Par Amount As Of 1/1/22 =	\$2,205,000	

DETAILED PROPOSED DEBT SERVICE BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2016 (MAPLE RIDGE)
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2020/2021 ACTUAL	FISCAL YEAR 2021/2022 BUDGET	FISCAL YEAR 2022/2023 BUDGET
REVENUES			
Interest Income (16)	16	100	100
Net NAV Collection (16)	230,856	226,663	226,663
Developer Contribution (16)	0	0	0
Prepaid Bonds (16)	0	0	0
Total Revenues	\$ 230,871	\$ 226,763	\$ 226,763
EXPENDITURES			
Principal Payments (16)	55,000	60,000	60,000
Extraordinary Principal Payments (16)	0	1,388	4,538
Interest Payments (16)	169,838	165,375	162,225
Total Expenditures	\$ 224,838	\$ 226,763	\$ 226,763
Net Excess/ (Shortfall)	\$ 6,034	\$ -	\$ -

Note: Capitalized Interest Was Set-Up Through November 1, 2017

Series 2016 Bond (Maple Ridge) Information

Original Par Amount =	\$3,390,000	Annual Principal Payments Due:
Interest Rate =	5.250%	May 1st
Issue Date =	October 2016	Annual Interest Payments Due:
Maturity Date =	May 2047	May 1st & November 1st
Par Amount As Of 1/1/22 =	\$3,180,000	

DETAILED PROPOSED DEBT SERVICE BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2018 (MAPLE RIDGE)
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2020/2021 ACTUAL	FISCAL YEAR 2021/2022 BUDGET	FISCAL YEAR 2022/2023 BUDGET
REVENUES			
Interest Income (18)	17	100	100
Net NAV Collection (18)	258,489	211,765	253,748
Developer Contribution (18)	0	56,315	0
Prepaid Bonds (18)	225,918	0	0
Total Revenues	\$ 484,423	\$ 268,180	\$ 253,848
EXPENDITURES			
Principal Payments (18)	60,000	65,000	65,000
Extraordinary Principal Payments (18)	225,000	0	490
Interest Payments (18)	207,713	203,180	188,358
Total Expenditures	\$ 492,713	\$ 268,180	\$ 253,848
Net Excess/ (Shortfall)	\$ (8,289)	\$ -	\$ -

Note: Capitalized Interest Was Set-Up Through May 1, 2019

Series 2018 Bond (Maple Ridge) Information

Original Par Amount =	\$4,000,000	Annual Principal Payments Due:
Interest Rate =	4.9% - 5.375%	May 1st
Issue Date =	June 2018	Annual Interest Payments Due:
Maturity Date =	May 2049	May 1st & November 1st
Par Amount As Of 1/1/22 =	\$3,655,000	

DETAILED PROPOSED DEBT SERVICE BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2020 (MAPLE RIDGE)
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2020/2021 ACTUAL	FISCAL YEAR 2021/2022 BUDGET	FISCAL YEAR 2022/2023 BUDGET
REVENUES			
Interest Income (20)	18	0	100
Net NAV Collection (20)	0	0	207,616
Developer Contribution (20)	0	0	0
Capitalized Interest	116,258	146,853	0
Total Revenues	\$ 116,276	\$ 146,853	\$ 207,716
EXPENDITURES			
Principal Payments (20)	0	0	60,000
Extraordinary Principal Payments (20)	0	0	2,004
Interest Payments (20)	116,258	146,853	145,713
Total Expenditures	\$ 116,258	\$ 146,853	\$ 207,716
Net Excess/ (Shortfall)	\$ 18	\$ -	\$ -

Note: Capitalized Interest Was Set-Up Through November 1, 2022

Series 2020 Bond (Maple Ridge) Information

Original Par Amount =	\$3,440,000	Annual Principal Payments Due:
Interest Rate =	3.8% - 4.45%	May 1st
Issue Date =	July 2020	Annual Interest Payments Due:
Maturity Date =	May 2052	May 1st & November 1st
Par Amount As Of 1/1/22 =	\$3,440,000	

DETAILED PROPOSED DEBT SERVICE BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2022 (MAPLE RIDGE)
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2020/2021 ACTUAL	FISCAL YEAR 2021/2022 BUDGET	FISCAL YEAR 2022/2023 BUDGET
REVENUES			
Interest Income (22)	0	0	100
Net NAV Collection (22)	0	0	0
Developer Contribution (22)	0	0	441,745
Capitalized Interest	0	220,985	0
Total Revenues	\$ -	\$ 220,985	\$ 441,845
EXPENDITURES			
Principal Payments (22)	0	0	145,000
Extraordinary Principal Payments (22)	0	0	0
Interest Payments (22)	0	220,985	296,845
Total Expenditures	\$ -	\$ 220,985	\$ 441,845
Net Excess/ (Shortfall)	\$ -	\$ -	\$ -

Note: Capitalized Interest Was Set-Up Through November 1, 2022

Series 2022 Bond (Maple Ridge) Information

Original Par Amount =	\$7,775,000	Annual Principal Payments Due:
Average Interest Rate =	3.945%	May 1st
Issue Date =	February 2022	Annual Interest Payments Due:
Maturity Date =	May 2052	May 1st & November 1st
Par Amount As Of 1/1/22 =	\$3,440,000	

DETAILED PROPOSED DEBT SERVICE BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2021 (AVE MARIA NATIONAL)
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2020/2021 ACTUAL	FISCAL YEAR 2021/2022 BUDGET	FISCAL YEAR 2022/2023 BUDGET
REVENUES			
Interest Income (21)	14	0	0
Net NAV Collection (21)	0	59,230	88,227
Developer Contribution (21)	0	580,243	551,245
Capitalized Interest	66,088	0	0
Total Revenues	\$ 66,102	\$ 639,473	\$ 639,473
EXPENDITURES			
Principal Payments (21)	0	225,000	225,000
Extraordinary Principal Payments (21)	0	0	0
Interest Payments (21)	66,088	414,473	414,473
Total Expenditures	\$ 66,088	\$ 639,473	\$ 639,473
Net Excess/ (Shortfall)	\$ 14	\$ -	\$ -

Series 2021 Bond (Ave Maria National) Information

Original Par Amount =	\$11,340,000	Annual Principal Payments Due:
Interest Rate =	2.6% - 4.0%	May 1st
Issue Date =	March 2021	Annual Interest Payments Due:
Maturity Date =	May 2051	May 1st & November 1st
Par Amount As Of 9/1/21 =	\$11,340,000	

DETAILED PROPOSED MAINTENANCE BUDGET
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2020/2021 ACTUAL	FISCAL YEAR 2021/2022 BUDGET	FISCAL YEAR 2022/2023 BUDGET
MAINTENANCE EXPENDITURES			
AQUATIC REPLACEMENTS	0	0	0
IRRIGATION REPAIR	59,968	95,000	95,000
MISCELLANEOUS MAINTENANCE	48,394	10,000	50,000
ELECTRIC (STREETLIGHTS, LANDSCAPE)	83,814	85,000	85,000
STREET SWEEPING	0	1,000	1,000
STRIPING & TRAFFIC MARKINGS	1,389	15,000	100,000
STREET LIGHT MAINTENANCE	86,695	80,000	110,000
SIDEWALK / CURB REPAIRS	160,627	70,000	150,000
LANDSCAPE MAINT / ENHANCE (ROADWAY, ENTRIES):	0	30,000	30,000
MAINTENANCE CONTRACTS	670,453	630,000	630,000
TREE TRIMMING	48,815	50,000	146,000
STORM CLEANUP	0	25,000	25,000
STORM CLEANUP - ELECTRIC	0	25,000	25,000
STORM CLEANUP - LANDSCAPING	0	25,000	25,000
PLANT REPLACEMENT	173,161	90,000	90,000
MULCH & MISCELLANEOUS	136,014	140,000	140,000
WATER MANAGEMENT & DRAINAGE	3,600	4,000	4,000
ENTRY FEATURE WATER	3,989	4,500	4,500
IRRIGATION WATER	66,479	85,000	85,000
FOUNTAIN MAINTENANCE	45,121	25,000	25,000
RODENT / PEST CONTROL	14,293	8,000	8,000
EQUIPMENT REPAIR	9,222	6,000	8,000
SIGNAGE REPAIR	8,705	10,000	15,000
STORM DRAIN CLEANING	0	10,000	50,000
DRAINAGE / LAKE MAINTENANCE/ LITTORALS	56,293	75,000	75,000
AERATORS	0	2,000	2,000
PRESERVE MAINTENANCE	61,156	60,000	60,000
SMALL TOOLS	4,934	2,500	3,500
VEHICLE LEASE / FUEL / REPAIRS (MAINT TECH)	4,884	20,000	20,000
MOSQUITO CONTROL	549,796	400,000	500,000
TEMP FIRE FACILITY OPERATING COSTS	125,991	40,000	90,000
MAINTENANCE TECHNICIANS	99,809	110,000	110,000
BASE MANAGEMENT FEE	20,250	20,000	20,000
ADMIN PAYROLL	52,211	55,000	55,000
ASSET MANAGER	0	0	50,000
LANDSCAPING PH 2 CAPITAL PROJECT	0	0	225,000
TOTAL MAINTENANCE EXPENDITURES	\$ 2,596,063	\$ 2,308,000	\$ 3,112,000
RESERVE FUND	27,500	27,500	27,500
CONTINGENCY FUND	9,350	15,000	15,000
TOTAL	\$ 2,632,913	\$ 2,350,500	\$ 3,154,500

Ave Maria Stewardship Community District Assessment Breakdown 2022-2023

O&M Assessments*

	Number of Total Units Platted for Fiscal Year 2021- 2022		Per Unit Operation & Maintenance Assessment	Category Total Operation & Maintenance Assessment
Residential		Per		
Multi Family / Attached	258	Unit	\$ 457.98	\$ 118,158.84
Single Family / Detached	3,335	Unit	\$ 457.98	\$ 1,527,363.30
Other Uses		Per		
ALF Apartments	0	Unit	\$ 29.88	\$ -
Apartments	0	Unit	\$ 108.27	\$ -
MB Low Affordable Housing	48	Unit	\$ 68.75	\$ 3,300.00
Retail/Entertainment/Service	140,442	Sq. Ft.	\$ 0.52	\$ 73,029.84
Professional Offices	51,529	Sq. Ft.	\$ 0.33	\$ 17,004.57
Light Manufacturing	508,807	Sq. Ft.	\$ 0.22	\$ 111,937.54
Hotel	0	Room	\$ 386.69	\$ -
Medical Facilities	10,904	Sq. Ft.	\$ 1.07	\$ 11,667.28
Institutional - AM University	1,230	Student	\$ 23.48	\$ 28,880.40
Private K-12 School	335	Student	\$ 36.68	\$ 12,287.80
Total				\$ 1,903,629.57

Automatic CPI Increase Calculation

O&M Assessment Before CPI Adjustment	Year End March 2022 CPI Rate	Amount of O&M Assessment Increase due to CPI	New O&M Assessment Amount
\$ 422.10	8.50%	\$ 35.88	\$ 457.98
\$ 422.10	8.50%	\$ 35.88	\$ 457.98
\$ 27.54	8.50%	\$ 2.34	\$ 29.88
\$ 99.79	8.50%	\$ 8.48	\$ 108.27
\$ 63.36	8.50%	\$ 5.39	\$ 68.75
\$ 0.48	8.50%	\$ 0.04	\$ 0.52
\$ 0.30	8.50%	\$ 0.03	\$ 0.33
\$ 0.20	8.50%	\$ 0.02	\$ 0.22
\$ 356.40	8.50%	\$ 30.29	\$ 386.69
\$ 0.99	8.50%	\$ 0.08	\$ 1.07
\$ 21.64	8.50%	\$ 1.84	\$ 23.48
\$ 33.81	8.50%	\$ 2.87	\$ 36.68

Debt Assessments *

	Gross Units Platted	Units Prepaid	Net Units Assessed	Series 2019 Bonds	Series 2022 Bonds	Series 2015 MR Bonds	Series 2016 MR Bonds	Series 2018 MR Bonds	Series 2020 MR Bonds	Series 2021 AMN Bonds	Total Debt Assessment Per Unit	Total Debt Assessment On Roll
Multi Family	166	(1)	165	\$ 403.00							\$ 403.00	66,495.00
	92		92		\$ 495.00						\$ 495.00	45,540.00
Single Family	1167	(12)	1155	\$ 775.00							\$ 775.00	895,125.00
	394		394	\$ 775.00		\$ 449.69					\$ 1,224.69	482,527.86
	270		270	\$ 775.00			\$ 673.19				\$ 1,448.19	391,011.30
	3		3	\$ 775.00				\$ 667.45			\$ 1,442.45	4,327.35
	521	(2)	519		\$ 951.00						\$ 951.00	493,569.00
	94		94		\$ 951.00		\$ 673.19				\$ 1,624.19	152,673.86
	408		408		\$ 951.00			\$ 667.45			\$ 1,618.45	660,327.60
	335		335		\$ 951.00				\$ 670.00		\$ 1,621.00	543,035.00
	143		143		\$ 951.00					\$ 667.00	\$ 1,618.00	231,374.00
Total	3,593	(15)	3,578									3,966,005.97

* All Assessments Include the Following :
4% Discount for Early Payments
1.5% County Tax Collector Administrative Cost
2% County Property Appraiser Administrative Cost

**Ave Maria Stewardship Community District
Debt Assessment Comparison 2022-2023**

Type	Bonds Series	Number of Platted Units	FY 2021-2022 Per Unit Assessment	FY 2022-2023 Per Unit Assessment	Change - Increase / (Decrease)
Multi Family	2019	166	\$777.13	\$860.98	\$83.85
	2022	92	\$1,036.13	\$952.98	(\$83.15)
Single Family	2019	1,167	\$1,149.13	\$1,232.98	\$83.85
	2019 + 2015	394	\$1,598.82	\$1,682.67	\$83.85
	2019 + 2016	270	\$1,822.32	\$1,906.17	\$83.85
	2019 + 2018	3	\$1,816.58	\$1,900.43	\$83.85
	2022	521	\$1,645.13	\$1,408.98	(\$236.15)
	2022 + 2016	94	\$2,318.32	\$2,082.17	(\$236.15)
	2022 + 2018	408	\$2,312.58	\$2,076.43	(\$236.15)
	2022 + 2020	335	\$2,315.13	\$2,078.98	(\$236.15)
	2022 + 2021	143	\$2,312.13	\$2,075.98	(\$236.15)
ALF Apartments		0	\$27.54	\$29.88	\$2.34
Apartments		0	\$84.62	\$108.27	\$23.65
Low Affordable Housing		48	\$55.95	\$68.75	\$12.80
Retail/Entertainment/Service (sqft)		140,442	\$0.43	\$0.52	\$0.09
Professional Offices (sqft)		51,529	\$0.28	\$0.33	\$0.05
Light Manufacturing (sqft)		508,807	\$0.18	\$0.22	\$0.04
Hotel (rooms)		0	\$314.74	\$386.69	\$71.95
Medical Facilities (sqft)		10,904	\$0.87	\$1.07	\$0.20
Institutional - AM University (students)		1,230	\$19.11	\$23.48	\$4.37
Private K-12 School (students)		335	\$29.86	\$36.68	\$6.82

Assessments Include the Following :

4% Discount for Early Payments

1.5% County Tax Collector Administrative Cost

2% County Property Appraiser Administrative Cost

RESOLUTION NO. 2022-18

**A RESOLUTION OF THE AVE MARIA STEWARDSHIP COMMUNITY
DISTRICT ADOPTING A PROPOSED FISCAL YEAR 2022/2023
BUDGET FOR THE MASTER IRRIGATION UTILITY SYSTEM**

WHEREAS, the Board of Supervisors of the Ave Maria Stewardship Community District (hereinafter called District) is empowered to charge customers for irrigation water from the District-Owned Master Irrigation Utility System; and,

WHEREAS, the District Manager has prepared a proposed fiscal year 2022/2023 budget for the Master Irrigation Utility System.

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

Section 1. The Proposed Budget for Fiscal Year 2022/2023 for the District's Master Irrigation Utility System is attached hereto as Exhibit "A" is hereby approved and adopted.

Section 2. The Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 7th day of June, 2022.

ATTEST:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairman/Vice Chairman

Ave Maria Master Irrigation Utility

**Proposed Budget For
Fiscal Year 2022/2023
October 1, 2022 - September 30, 2023**

PROPOSED AVE MARIA MASTER IRRIGATION UTILITY BUDGET
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2020/2021	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
AMUC Revenue (Irrigation)	1,013,650	1,113,720	1,124,204	Irrigation
Developer Contribution	391,748	359,436	392,328	Developer Contribution
Connection Fees	0	7,950	8,010	Connection Fees
Installations	0	97,653	197,880	Installations
Miscellaneous Revenue	0	2,200	4,236	Miscellaneous Revenue
Peninsula True-Up Of Expenditures	228,919	0	0	Estimate Of True-Up Of Expenditures
Total Revenues	\$ 1,634,317	\$ 1,580,959	\$ 1,726,658	
EXPENDITURES				
Management Fee	126,127	134,367	152,205	Estimate of \$11,197 per Month
Electricity	171,543	176,624	157,352	Electricity
Labor & Benefits	246,028	348,215	401,587	Labor & Benefits
Chemicals	4,681	6,000	1,500	Chemicals
Repairs & Maintenance	450,828	169,575	157,640	Repairs & Maintenance
Testing	2,401	1,550	1,200	Testing
Sludge Disposal	0	0	0	Sludge Disposal
Plan Review	0	0	0	Plan Review
Meter Purchase	83,789	220,845	236,351	Meter Purchase
Meter Installation	4,208	8,050	13,892	Meter Installation
Other Direct Costs	45,537	144,080	248,120	Other Direct Costs
Administration Fee	0	8,000	8,000	
AMUC Bulk Water Charge	326,731	363,653	348,810	Estimate of \$30,304 per Month
Other Expenses	0	0	0	
Total Expenditures	\$ 1,461,871	\$ 1,580,959	\$ 1,726,658	
Excess / (Shortfall)	\$ 172,446	\$ -	\$ -	

Note: Utility Fund Balance As Of 9/30/21 Was \$505,530.07

FY 2023 DEVELOPER CONTRIBUTION AND DEFICIT FUNDING AGREEMENT

THIS FY 2023 DEVELOPER CONTRIBUTION AND DEFICIT FUNDING AGREEMENT ("Agreement") is made and entered into to be effective the 1st day of October 2022, by and between:

Ave Maria Stewardship Community District, a local unit of special-purpose government established pursuant to Chapter 2004-461, Laws of Florida, (the "Act") and located in Collier County, Florida ("**District**"), and

Ave Maria Development, LLLP, a Florida limited liability limited partnership, the primary developer of lands within the boundary of the District, and whose address is 2600 Golden Gate Parkway, Naples, Florida 34105 ("**Developer**").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to the Act is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the Board of Supervisors ("**Board**") of the District has adopted the District's operations and maintenance budget ("**O&M Budget**") for the fiscal year ending September 30, 2023 ("**FY 2023**") and has levied special assessments ("**O&M Assessments**") to fund a portion of the O&M Budget a copy of which is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Board has adopted the Ave Maria Master Irrigation Utility budget ("**Utility Budget**") for FY 2023 a copy of which is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, in connection with the adoption of the O&M Budget and the levy of the O&M Assessments, and in consideration for the District not levying additional O&M Assessments, the Developer has agreed to pay the O&M Assessments levied on its properties, and additionally to fund any portion ("**O&M Deficit**") of the O&M Budget needed by the District above and beyond the amount of the O&M Assessments actually levied;

WHEREAS, in connection with the adoption of the Utility Budget, the Developer has agreed to pay the developer contribution outlined in the Utility Budget and fund any funding deficits;

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

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

2. **FUNDING OBLIGATION.**

(a) **O&M Budget.** The Developer agrees to make available to the District the monies necessary to fund any O&M Deficit for FY 2023, as detailed in the O&M Budget, within thirty (30) days of written

request by the District. The funds shall be placed in the District's general checking account and used to fund the actual administrative and operations expenses of the District's O&M Budget. The Developer agrees to fund any O&M Deficit for actual expenses of the District and up to the total amount of the O&M Budget; provided, however, that the Developer shall not be responsible for any O&M Deficit resulting from amendments to the O&M Budget, unless the Developer approves of such amendments. The Developer's payment of funds pursuant to this Agreement in no way affects Developer's obligation to pay O&M Assessments levied on lands it owns within the District. The District shall have no obligation to reimburse the Developer for any monies paid under this Agreement.

(b) Utility Budget. The Developer agrees to make available to the District the monies necessary to fund any developer contributions for FY 2023, as detailed in the Utility Budget. Further, the Developer agrees to fund any utility funding deficit for actual expenses of the District. Developer agrees to provide such developer contributions and funding deficit within thirty (30) days of written request by the District. The funds shall be placed in the District's general checking account and used to fund the actual administrative and operations expenses of the District's Utility Budget. The District shall have no obligation to reimburse the Developer for any monies paid under this Agreement.

3. **AMENDMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

4. **AUTHORITY.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

5. **ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other. Any purported assignment without such consent shall be void.

6. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

7. **ATTORNEY'S FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

9. **APPLICABLE LAW; 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 action under this Agreement shall be in a state circuit court of competent jurisdiction in and for Collier County, Florida.

10. **ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties 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 the doubtful language will not be interpreted or construed against any party.

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

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

By: _____
Its: _____

AVE MARIA DEVELOPMENT, LLLP

By: _____
Name: _____
Title: _____

EXHIBIT A: O&M Budget with Assessment Schedule
EXHIBIT B: Utility Budget

**LICENSE AGREEMENT BY AND BETWEEN THE AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT AND AVE MARIA VETERANS ASSOCIATION
INCORPORATED REGARDING THE INSTALLATION OF A VETERAN’S
MEMORIAL AND THE USE OF CERTAIN DISTRICT PROPERTY**

THIS LICENSE AGREEMENT (“License Agreement”) is made and entered into this _____ day of _____, 2022, 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, whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”), and

Ave Maria Veterans Association Incorporated, a Florida not-for-profit corporation, with an address of 5076 Annunciation Circle, Suite 103, Ave Maria, Florida 34142 (the “Licensee”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District owns, operates, and maintains certain facilities and real property (“District Property”), which facilities and real property are within the boundaries of the District; and

WHEREAS, the Licensee desires to supply and install a veteran’s memorial (“Memorial”) on certain District Property, as more specifically identified in **Exhibit A**, for the benefit of the community, such installation being at no cost to the District; and

WHEREAS, the District is willing to allow the Licensee to supply and install the Memorial pursuant to the terms set forth in this License Agreement; and

WHEREAS, the District and the Licensee warrant and agree that they have all right, power, and authority to enter into and be bound by this License Agreement.

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

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

2. GRANT OF INSTALLATION AND MAINTENANCE LICENSE. The District hereby grants to the Licensee a non-exclusive license (“License”) to access, install and maintain the Memorial on certain District Property as further identified in **Exhibit A**.

3. CONDITIONS ON THE LICENSE. The License granted herein is subject to the following terms and conditions:

A. Licensee’s access to District Property under this License Agreement is limited to reasonable ingress and egress to and from the Memorial.

B. Licensee shall be solely responsible for any and all costs or fees associated with the acquisition, construction, installation, maintenance, repair, replacement, operation and monitoring of the Memorial. Licensee shall maintain Memorial in conditions consistent with the standards of the District in its sole discretion.

C. Licensee shall restore the District Property to the previously existing condition should this License Agreement be terminated in accordance with Section 5, herein.

4. EFFECTIVE DATE; TERM. This License Agreement shall become effective on the date first written above and shall continue in full force and effect until revoked or terminated earlier in accordance with Section 5, herein.

5. REVOCATION, SUSPENSION AND TERMINATION. The District and the Licensee acknowledge and agree that the License granted herein is a mere privilege and may be suspended or revoked, with or without cause, at the sole discretion of the District. In the event the District exercises its right to suspend or revoke the License, the District shall provide Licensee written notice of the suspension or revocation, which notice shall be effective immediately upon receipt by Licensee. Both the District and Licensee may terminate this License Agreement upon thirty (30) days’ written notice. The provisions of Sections 7 and 8, below, shall survive any revocation, suspension or termination of this License Agreement.

6. COMPLIANCE WITH LAWS, RULES AND POLICIES. Licensee shall comply at all times with relevant statutes and regulations governing the installation of the Memorial and shall, upon request of the District, provide proof of such compliance.

7. CARE OF PROPERTY. Licensee agrees to use all due care to protect the property of the District, its patrons and guests from damage. Licensee shall assume responsibility for any and all damage to any real or personal property of the District or any third parties as a result of the Licensee’s activities under this License Agreement, including any damage caused by its authorized representatives or contractor. Licensee shall repair any damage resulting from its operations under this License Agreement within a reasonable time and shall use its best efforts to make such repairs within twenty-four (24) hours. Any such repairs shall be at Licensee’s sole expense, unless otherwise agreed, in writing, by the District. The provisions of this Section 7 shall survive termination of this License Agreement.

8. INDEMNIFICATION.

A. Obligations under this Section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B. For ten dollars (\$10.00) and other valuable consideration paid by the District to Licensee separate and apart from the consideration stated in the recitals, Licensee agrees to defend, indemnify, save and hold the District, and its supervisors, staff, and assigns harmless from all loss, damage or injury, including all judgments, liens, liabilities, debts and obligations resulting from the acts or omissions of Licensee, its members, managers, agents, contractor, assigns or employees.

C. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this License Agreement, at law, or in equity. The provisions of this Section 10 shall survive the termination or expiration of this License Agreement. Licensee further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute.

9. INSURANCE. Licensee shall, at its own expense, maintain insurance during the term of this License with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability	
<i>Bodily Injury</i>	
<i>Property Damage</i>	Combined Single Limit \$1,000,000

Licensee shall provide to District, prior to the commencement of any performance under this contract, a certificate naming the District as an additional insured. At no time shall Licensee be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District.

10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth 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 such limitations of liability or by operation of law.

11. RECOVERY OF COSTS AND FEES. In the event the District is required to enforce this License Agreement by court proceedings or otherwise, then if successful, the District shall be entitled to recover from the Licensee all fees and costs incurred, including reasonable attorneys' fees and costs.

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

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

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

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

16. INDEPENDENT CONTRACTOR. In all matters relating to this License Agreement, Licensee shall act as an independent contractor. Neither Licensee nor any individual employed by Licensee in connection with the activities contemplated by this License Agreement, is an employee of the District under the meaning or application of any federal or state laws. Licensee agrees to assume all liabilities and obligations imposed by one or more of such laws with respect to its employees. Licensee shall have no authority to assume or create any obligation, express or implied, on behalf of the District and Licensee shall have no authority to represent the District as agent, employee or in any other capacity.

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

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

With a copy to: Kutak Rock LLP
107 West College Avenue

Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Licensee: Ave Maria Veterans Association Incorporated
5076 Annunciation Circle, Suite 103
Ave Maria, Florida 34142
Attn: _____

Except as otherwise provided in this License 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 License Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Licensee may deliver Notice on behalf of the District and the Licensee. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

18. INTERFERENCE BY THIRD PARTY. The District shall be solely responsible for enforcing its rights under this License Agreement against any interfering party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this License Agreement.

19. COMPLIANCE WITH PUBLIC RECORDS LAWS. Licensee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Licensee agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, Florida Statutes. Licensee acknowledges that the designated public records custodian for the District is Andrew Karmeris ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Licensee 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 Licensee 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 Licensee'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 Licensee, Licensee 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 LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-630-4922, AKARMERIS@SDSINC.COM, 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 336410.

20. CONTROLLING LAW AND VENUE. This License Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Walton County, Florida.

21. ARM'S LENGTH NEGOTIATION. This License Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this License Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this License Agreement, the parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against any party.

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

23. AUTHORIZATION. The execution of this License Agreement has been duly authorized by the appropriate body or official of each of the parties hereto, each of the parties has complied with all the requirements of law and each of the parties has full power and authority to comply with the terms and conditions of this License Agreement.

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

25. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this License Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this License Agreement.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Attest:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Witness

**AVE MARIA VETERANS
ASSOCIATION INCORPORATED**

Signature

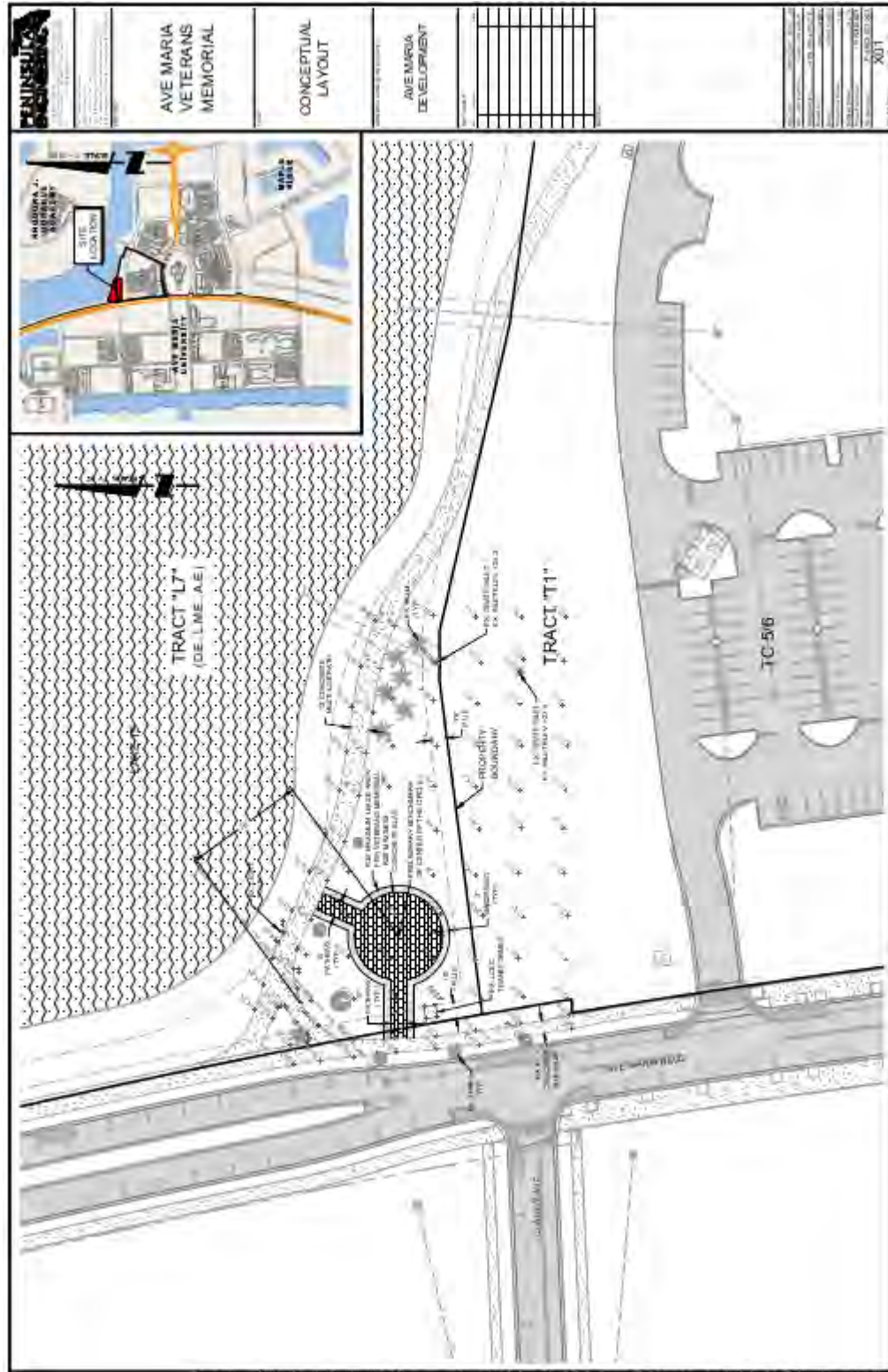
Print Name of Witness

By: _____
Its: _____

Exhibit A: Memorial

Exhibit A

Memorial





Professional Engineers, Planners & Land Surveyors

7400 Tamiami Trail N., Suite 200, Naples, Florida 34108

Phone (239)597-3111

Fax: (239)566-2203

MEMORANDUM

Date: May 25, 2022
Project: Ave Maria Blvd. Landscaping Phase II
Subject: Bid Results and Recommendation of Award of Contract
From: Edward F. Tryka III, P.E., District Engineer
To: Andrew Karmeris, District Manager

Bids for the referenced project were received from Cheney Landscaping, Davey Tree and O'Donnell Landscapes, Inc. The results of the bids are as follows:

O'Donnell Landscapes, Inc.	\$185,919.00
Cheney Landscaping	\$237,347.00
Davey Tree	\$243,327.43

All the bids were checked for mathematical errors, and none were found.

Based upon our review of the bids received for the above-listed project and with input from the Landscape Architect, Steve Sammons, it is our recommendation to the Board is that it finds O'Donnell Landscapes, Inc. the lowest responsive bid submitted by a responsive bidder for the project. In accordance with District Rule of Procedure 3.5, the lowest responsive bid submitted by a responsive and responsible bidder in response to an Invitation to Bid shall be accepted.

We are not aware of any outstanding issues or problems with O'Donnell Landscapes, Inc. that would prevent us from recommending their selection as the lowest responsive bid submitted by a responsive and responsible bidder. They have successfully completed landscaping projects in various communities throughout Ave Maria.



estimate

Date	Estimate #
2/7/2022	591

Name / Address
Ave Maria Stewardship Community District

4332 Fairfax Court
Ave Maria, FL 34142
cheneylandscaping@hotmail.com
(239) 919-9167

				Project
Item	Description	Qty	Rate	Total
	TREES			
LIVE OAK	12-14'	44	700.00	30,800.00
WEeping BOTT...	25 gallon	46	300.00	13,800.00
SLASH PINES	8.10.12'	35	275.00	9,625.00
LIGUSTRUM	6' oa	13	275.00	3,575.00
SABAL PALM	8-14'	31	225.00	6,975.00
SYLVESTER DA...	8'	7	1,600.00	11,200.00
BISMARKIA PA...	8'	1	1,600.00	1,600.00
BLAKEANA OR...	14'	7	300.00	2,100.00
	SHRUBS			
GREEN SCHEFF...	7 gallon	44	35.00	1,540.00
SCHEFFLERA T...	3 gallon	1,960	13.00	25,480.00
FAKAHATCHEE...	3 gallon	560	12.00	6,720.00
GAMA GRASS	1 gallon	85	8.00	680.00
MUHLI GRASS	3 gallon	1,095	12.00	13,140.00
GREEN ISLAND ...	3 gallon	755	13.00	9,815.00
DWARF FIREBU...	3 gallon	285	12.00	3,420.00
LIRIOPE	1 gallon	75	8.00	600.00
JUNIPER PARSO...	1 gallon	160	10.00	1,600.00
ANNUAL FLOW...	1 gallon	540	8.00	4,320.00
SAW PALMETTO	7 gallon	50	40.00	2,000.00
BOUGAINVILLEA	purple-7 gallon	42	40.00	1,680.00
GOLD MOUND ...	7 gallon	30	40.00	1,200.00
GOLD MOUND ...	3 gallon	45	13.00	585.00
COONTIE	3 gallon	3	24.00	72.00
FOUNTAIN GRA...	green -3 gallon	37	13.00	481.00
SIMPSON STOP...	7 gallon	100	36.00	3,600.00
SIMPSON STOP...	15 gallon	5	70.00	350.00
DOWNEY JASMI...	3 gallon	495	13.00	6,435.00
DWARF WALTE...	3 gallon	400	13.00	5,200.00
WAX MYRTLE	6-8'	7	70.00	490.00
	MISC			
FLORATAM SOD		15,600	1.00	15,600.00
PINE STRAW	ALLOWANCE-1,100 BALES		10,000.00	10,000.00
MULCH	COCOA BROWN-ALLOWANCE-1,818 BAGS		10,000.00	10,000.00
BID PRICING IS GOOD FOR 30 DAYS ONLY			Total	



estimate

Date	Estimate #
2/7/2022	591

Name / Address
Ave Maria Stewardship Community District

4332 Fairfax Court
Ave Maria, FL 34142
cheneylandscaping@hotmail.com
(239) 919-9167

				Project
Item	Description	Qty	Rate	Total
LANDSCAPE	TREE REMOVAL AND DISPOSAL-+/- 30 MAGNOLIA, 7 SABAL-BILLED FOR NUMBER, REMOVED	37	60.00	2,220.00
LANDSCAPE IRRIGATION	SHRUB REMOVAL AND DISPOSAL- ALLOWANCE RETROFIT-ALLOWANCE-WHEN/IF IRRIGATION EXCEEDS ALLOWANCE, REPAIRS AND RETROFIT WILL BE BILLED AT \$75/HR FOR LEAD TECH, \$50/HR EACH ADDITIONAL- PARTS BILLED IN ADDITION		15,000.00 10,000.00	15,000.00 10,000.00
MOBILIZATION BRACING MATE...	LODGE POLLS	492	2,000.00 7.00	2,000.00 3,444.00
	***TREE WARRANTY 12 MONTHS/SHRUB WARRANTY 90 DAYS-DOES NOT INCLUDE ACTS OF GOD-IE HURRICANE, EXTREME, RAIN OR WIND, FREEZE, TORNADO, ETC QUANTITIES AND ALLOWANCES PROVIDED BY LANDSCAPE ARCHITECT. ADDITIONAL MATERIAL WILL BE CHARGED BY UNIT COST *** IF ROOT BARRIER IS NECESSARY/REQUIRED IT WILL BE BILLED SEPARATELY			
BID PRICING IS GOOD FOR 30 DAYS ONLY			Total	
			\$237,347.00	

O'DONNELL LANDSCAPES, INC.

4291 Williams Road, Estero, FL 33928 239-992-8842 Fax# 239-992-2188

www.ODonnellLandscapes.com

Preliminary Budget Estimate**PROJECT: Ave Maria Blvd**

Ave Maria Blvd, FL

DATE: 01/21/22**Steve Sammons****Peninsula Engineering****ssammons@barroncollier.com**

Page 1 of 2

Sym	Description	Specification	Qty	Unit P	S.Total
	Per Peninsula Engineering Ave Maria Blvd Phase 2				
	Phase 2				
	Live Oak	#45 12-14'h	44	550	\$ 24,200.00
	Alt: Live Oak #25 12-14'h \$290				
	Weeping Bottlebrush	#25	46	250	\$ 11,500.00
	Slash Pine	8',10',12'	35	200	\$ 7,000.00
	Ligustrum	6'oa	13	250	\$ 3,250.00
	Sabal Palm	8-14'ct	31	250	\$ 7,750.00
	Sylvester Date Palm	8'ct	7	1600	\$ 11,200.00
	Bismarck Palm	6'ct	1	1000	\$ 1,000.00
	Blakeana Orchid Tree Purple 14'		7	650	\$ 4,550.00
SCH	Green Schefflera	#7	44	30	\$ 1,320.00
SCT	Schefflera Trinette	#3	1960	9	\$ 17,640.00
TRD	Fakahatchee Grass	#1	560	4.5	\$ 2,520.00
TRF	Gama Grass	#1	85	4.5	\$ 382.50
MUC	Muhly Grass	#1	1095	4.5	\$ 4,927.50
FIM	Green Island Ficus	#3 Rabbits	755	9	\$ 6,795.00
HAC	Compact Firebush	#3	285	9	\$ 2,565.00
LEG	Liriope	#1	75	5.5	\$ 412.50
JUN	Parsonii Juniper	#1	160	5	\$ 800.00
ANN	Annuals	4.5" + Bed prep	540	5.5	\$ 2,970.00
SEC	Silver Saw Palmetto	#7	50	65	\$ 3,250.00
BGG	Purple Bougainvillea	#7	42	40	\$ 1,680.00
DUR	Duranta	#3	30	9	\$ 270.00
DUR	Duranta	#3	45	9	\$ 405.00
ZAF	Coontie	#3	3	16	\$ 48.00
PEN	Green Fountain Grass	#1	37	4.5	\$ 166.50
MYF	Simpsons Stopper	#7	100	35	\$ 3,500.00
MYF	Simpsons Stopper	#15	5	60	\$ 300.00
JAM	Downy Jasmine	#3	495	9	\$ 4,455.00
VIO	Dwf Walters Viburnum	#3	400	10	\$ 4,000.00
	Wax Myrtle	6-8' multi trunk	7	200	\$ 1,400.00
		Subtotal Page 1			\$ 130,257.00

O'DONNELL LANDSCAPES, INC.

4291 Williams Road, Estero, FL 33928 239-992-8842 Fax# 239-992-2188

www.ODonnellLandscapes.com

Preliminary Budget Estimate**PROJECT: Ave Maria Blvd**

Ave Maria Blvd, FL

Steve Sammons**Peninsula Engineering****ssammons@barroncollier.com****DATE: 01/21/22****Page 2 of 2**

Description	Specification	Qnty	Unit P	S.Total
Per Peninsula Engineering Ave Maria Blvd Phase 2				
Phase 2				
Floritam Sod	Allowance	15600	0.52	\$ 8,112.00
Pine Straw Mulch	Allowance	1	10000	\$ 10,000.00
Cocobrown Mulch	Allowance	1	10000	\$ 10,000.00
Tree Removal Small Magnolia		30	350	\$ 10,500.00
Tree Removal Sabal		7	150	\$ 1,050.00
Shrubs Removal		1	15000	\$ 15,000.00
Irrigation Retrofit		1	1000	\$ 1,000.00
	Subtotal This Page (Page 2)			\$ 55,662.00
	Subtotal Page 1			\$ 130,257.00
	Lump Sum Total			\$ 185,919.00



5072 Annunciation Circle
Ste. 333
Ave Maria, FL
(321)695-9213 / roger.echols@davey.com

Proposal

Date: 2/22/22

Name: Steve Sammons

Address: 2600 Golden Gate Parkway

Contact Info: (239)403-6700

Contact Info: ssammons@pen-eng.com

Proposal Information:

Ave Maria Boulevard Landscape Enhancement

SCOPE OF WORK:

Ave Maria Boulevard Phase 2

Material	Quantity	Description
Live Oak 12' OA	44	
Bottlebrush 25 gal.	46	Weeping
Slash Pine 12' Ht.	35	Staggered 8',10',12'
Ligustrum	13	6' OA
Sabal Palm	31	Staggered 8-14' CT
Sylvestris Palm 8' CT	7	
Bismarckia 8' CT	1	
Hong Kong Orchid	7	Purple 14' CT
Wax Myrtle	7	6-8' Multi
Simpson Stopper 15 gal.	5	
Green Arboricola 7 gal.	44	
Saw Palmetto 7 gal.	50	
Bougainvillea Bush 7 gal.	42	
Gold Mound 7 gal.	30	
Simpson Stopper 7 gal.	100	
Trinnette 3 gal.	1,960	
Fakahatchee 3 gal.	560	
Muhly Grass 3 gal.	1,095	
Green Island Ficus 3 gal.	755	
Dwarf Firebush 3 gal.	285	
Juniper Parsonii 3 gal.	160	
Gold Mound 3 gal.	45	
Coonite 3 gal.	3	
Fountain Grass 3 gal.	37	
Downy Jasmine 3 gal.	495	
Viburnum Walters 3 gal.	400	
Fakahatchee Dwarf 1 gal.	85	
Liriope 1 gal.	75	
Annual 4.5"	540	
Pallets of Sod - Floratam	32	

TOTAL \$243,327.43

NOTE: Prices subject to change if not accepted (signed) within 45 days of above date. Work started in the next fiscal year will be subject to pricing change dependent on fluctuation in control product pricing.

Proposed By: *Roger Echols*

Date: 2/22/2022

Accepted By: _____

Date: _____

You are authorized to do the work as specified. Any alteration or deviation from specifications involving extra costs will be an extra charge over and above the estimate.

**Southeast Spreading
Company, LLC**6089 Janes Lane
Naples FL 34109

Phone #

239-332-2595

Fax #

239-332-2852

**SOUTHEAST
SPREADING
COMPANY****Estimate**

Date

4/8/2022

Estimate #

18799

Please provide sales tax exemption
certificate upon acceptance of estimate.
(if applicable)**Customer/Client Name / Address**Ave Maria Stewardship District
5076 Annunciation Circle #103
Ave Maria, FL 34142**SOUTHEAST
TREE
COMPANY**

R

SS

Ship ToAve Maria Roadways
Contact Shane for drop Location
off Immokalee Rd

Provide PO # if applicable

Terms

Project Name/Description

Additional Job Name/Information

Net 30

Ave Maria Roadways

2022 Summer Application

Description

Qty

Rate

Total

2021 Summer Application
Baled Pinestraw Spread.

Center Median, Left & Right Side

Ave Maria Blvd , side Streets & Pope John Paul Blvd.
Baled Pine Straw Delivered
Baled Pinestraw Spread

11,436

3.10

35,451.60T

11,436

2.05

23,443.80

PLEASE NOTE: THE ABOVE PRICING IS ONLY VALID FOR 7 DAYS
Thank you for your business! Please sign and fax/email proposal back to
(239)332-2852 or shane@southeastspreading.com

APPROVAL & DATE

Signature _____ Date _____

Subtotal \$58,895.40**Sales Tax (0.0%)** \$0.00**Total** \$58,895.40

MEMORANDUM

TO: Andrew Karmeris

FROM: Alyssa C. Willson

DATE: June 7, 2022

RE: Ave Maria Stewardship Community District (“District”) Authority to Tow Vehicles and Vessels from District Property

It has come to staff’s attention that there have been instances of overnight and extended parking of vehicles on District owned property. This memorandum addresses the District’s options and legal authority to regulate parking and enforcement on its property.

District Statutory Authorization to Tow from District Property

The District was established by the Act as a single-purpose government. As a legislatively-created special-purpose government, the District has limited powers and may only carry out those function specifically enumerated to it under the Act. Those powers are delineated in section 4 subsections 8 and 9 of the Act. Additionally, section 3 subsection 2 provides that any amendments to chapter 190, Florida Statutes, which grant additional powers, authorities, or projects to a community development district shall constitute a power, authority, or function of the District. In 2016, chapter 190 was amended to clarify that community development districts (“CDDs”) may contract with a towing operator to remove vehicles and vessels from CDD owned property. Therefore, pursuant to section 3, subsection 2 of the Act, the District has the same power to remove vehicles and vessels from District owned property.

Should the District desire to implement a towing policy, the first step it will need to take is to establish the policy’s details. The policy will need to provide the towing standards to be enforced and the areas covered by such standards. Once established, the District will need to enforce the towing policy consistently to ensure that anyone subject to the policy is treated uniformly.

The next step is to go through the rule making process to adopt the towing policy as a rule. Attached to this memo is a resolution setting a public hearing to adopt towing policies and draft policies. Note, these draft policies are similar to those adopted in other districts and are provided to facilitate discussion only. To adopt policies, the District is required to publish two separate notices and to conduct a public hearing to allow public comment on the towing policy. Once the towing policy is adopted, and after the rule’s effective date, the District can contract with a towing company to enforce the policy.

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In connection with the enforcement of the policy, the District must follow the authorization, notice and procedural requirements of section 715.07, Florida Statutes, as though the District was an owner or lessee of private property. The District will have to establish tow-away zones, as explained further below, and will then be able to contract with a towing company approved by the County.

Below is a summary of the notice and procedural requirements for the District to follow to establish the tow-away zones.

Section 715.07(2)(a), Florida Statutes, provides, “The towing or removal of any vehicle or vessel from private property without the consent of the registered owner or other legally authorized person in control of that vehicle or vessel is subject to strict compliance with the following conditions and restrictions:

1. a. Any towed or removed vehicle or vessel must be stored at a site within a 15-mile radius of the point of removal in any county of less than 500,000 population.¹ That site must be open for the purpose of redemption of vehicles on any day that the person or firm towing such vehicle or vessel is open for towing purposes, from 8:00 a.m. to 6:00 p.m., and, when closed, shall have prominently posted a sign indicating a telephone number where the operator of the site can be reached at all times. Upon receipt of a telephoned request to open the site to redeem a vehicle or vessel, the operator shall return to the site within 1 hour or she or he will be in violation of this section.

.....

5. Except for property appurtenant to and obviously a part of a single-family residence, and except for instances when notice is personally given to the owner or other legally authorized person in control of the vehicle or vessel that the area in which that vehicle or vessel is parked is reserved or otherwise unavailable for unauthorized vehicles or vessels and that the vehicle or vessel is subject to being removed at the owner's or operator's expense, any property owner or lessee, or person authorized by the property owner or lessee, before towing or removing any vehicle or vessel from private property without the consent of the owner or other legally authorized person in control of that vehicle or vessel, must post a notice meeting the following requirements:

a. The notice must be prominently placed at each driveway access or curb cut allowing vehicular access to the property, within 10 feet from the road, as defined in s. 334.03(22). If there are

¹ Collier County's website lists the total county population as 379,345 (2020).

no curbs or access barriers, the signs must be posted not fewer than one sign for each 25 feet of lot frontage.

b. The notice must clearly indicate, in not fewer than 2-inch high, light-reflective letters on a contrasting background, that unauthorized vehicles will be towed away at the owner's expense. The words "tow-away zone" must be included on the sign in not fewer than 4-inch high letters.

c. The notice must also provide the name and current telephone number of the person or firm towing or removing the vehicles or vessels.

d. The sign structure containing the required notices must be permanently installed with the words "tow-away zone" not fewer than 3 feet and not more than 6 feet above ground level and must be continuously maintained on the property for not fewer than 24 hours prior to the towing or removal of any vehicles or vessels.

e. The local government may require permitting and inspection of these signs before to any towing or removal of vehicles or vessels being authorized.

f. A business with 20 or fewer parking spaces satisfies the notice requirements of this subparagraph by prominently displaying a sign stating "Reserved Parking for Customers Only Unauthorized Vehicles or Vessels Will be Towed Away At the Owner's Expense" in not fewer than 4-inch high, light-reflective letters on a contrasting background.

g. A property owner towing or removing vessels from real property must post notice, consistent with the requirements in sub-subparagraphs a.-f., which apply to vehicles, that unauthorized vehicles or vessels will be towed away at the owner's expense.

A business owner or lessee may authorize the removal of a vehicle or vessel by a towing company when the vehicle or vessel is parked in such a manner that restricts the normal operation of business; and if a vehicle or vessel parked on a public right-of-way obstructs access to a private driveway the owner, lessee, or agent may have the vehicle or vessel removed by a towing company upon signing an order that the vehicle or vessel be removed without a posted tow-away zone sign.

Section 715.07(2)(a)(1),(5), Florida Statutes.

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RESOLUTION 2022-

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT.

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

WHEREAS, the Board of Supervisors of the District (“Board”) is authorized by the Act to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*.

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

Section 1. The Board intends to adopt *Rules Relating to Overnight Parking and Parking Enforcement* (“Policy”), a proposed copy of which is attached hereto as **Exhibit A**. The District will hold a public hearing on such policies at a meeting of the Board to be held on _____, 2022 at _____.m. at _____.

Section 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

ATTEST:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

EXHIBIT A: Rules Relating to Overnight Parking and Parking Enforcement

EXHIBIT A

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
RULE RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT**

In accordance with Chapter 2004-461, Laws of Florida, and on _____, 2022 at a duly noticed public meeting, the Board of Supervisors of the Ave Maria Stewardship Community District (the “District”) adopted the following policy to govern overnight parking and parking enforcement on certain District property.

SECTION 1. INTRODUCTION. The District finds that parked Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles (hereinafter defined) on certain of its property Overnight (hereinafter defined) cause hazards and danger to the health, safety and welfare of District residents and the public. This policy is intended to provide the District with the ability to remove such Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles from District designated Tow-Away Zones consistent with this Policy and as indicated on **Exhibit A** attached hereto. This Policy authorizes parking in any areas outside of the Tow-Away Zone depicted on **Exhibit A**.

SECTION 2. DEFINITIONS.

- A.** *Commercial Vehicle.* Any mobile item which normally uses wheels, whether motorized or not, that (i) is titled, registered or leased to a company and not an individual person, or (ii) is used for business purposes even if titled, registered or leased to an individual person.
- B.** *Vehicle.* Any mobile item which normally uses wheels, whether motorized or not.
- C.** *Vessel.* Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.

- D.** *Recreational Vehicle.* A vehicle designed for recreational use, which includes motor homes, campers and trailers relative to same.
- E.** *Parked.* A Vehicle, Vessel or Recreational Vehicle left unattended by its owner or user.
- F.** *Tow-Away Zone.* District property in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action.
- G.** *Overnight.* Between the hours of 12:00 p.m. and 5:00 a.m. daily.

SECTION 3. DESIGNATED PARKING AREAS. Those areas within the District’s boundaries depicted in **Exhibit A**, which is incorporated herein by reference, are hereby established as “Tow-Away Zones” during Overnight hours for all Commercial Vehicles, Vessels, Recreational Vehicles and Vehicles (“**Tow Away Zone**”). Commercial Vehicles, Vessels, Recreational Vehicles and Vehicles may be parked during Overnight hours on District property located outside of the Tow Away Zone.

SECTION 4. ESTABLISHMENT OF TOW-AWAY ZONES. The areas set forth in **Exhibit A** attached hereto are declared a Tow Away Zone.

SECTION 5. TOWING/REMOVAL PROCEDURES.

- A. SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of the Tow-Away Zones shall be approved by the District’s Board of Supervisors and shall be posted on District property in the manner set forth in section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with section 715.07, *Florida Statutes*.
- B. TOWING/REMOVAL AUTHORITY.** To effect towing/removal of a Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle, the District Manager or his/her designee must verify that the subject Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle was not authorized to park under this rule. Upon such verification, the District Manager or his/her designee shall place a written warning on the windshield of the Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle. Such written warning shall include the time of issuance of the warning. If the Commercial Vehicle, Vehicle, Vessel or

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Recreational Vehicle remains parked in the Tow Away Zone for 24 hours following the issuance of a written warning, the District Manager or his/her designee then must contact a firm authorized by Florida law to tow/remove Commercial Vehicle, Vehicles, Vessels and Recreational Vehicles for the removal of such unauthorized vehicle at the owner's expense. The Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.

C. AGREEMENT WITH AUTHORIZED TOWING SERVICE. The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles in accordance with Florida law and with the policies set forth herein.

SECTION 6. PARKING AT YOUR OWN RISK. Commercial Vehicles, Vehicles, Vessels or Recreational Vehicles may be parked on District property pursuant to this rule, provided however that the District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or to such vehicles.

EXHIBIT A – *Tow Away Zone*

Effective date: _____, 2022

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EXHIBIT A
TOW AWAY ZONE









AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

JUNE 2022-DRAFT

Project Name	Start Date	End Date	Est. Cost	% Complete	Responsible Party	Comments
Landscaping S. AMB- Phase II	07/2020	TBD	TBD	0%	AMD	Bid accepted.
Pilot Program- Landscaping	11/2020	07/2022	TBD		AMD	Zeroscape design being explored
Anthem Parkway Phase 4	12/2020	06/2022	\$2.6M		AMD	Project underway
Anthem Parkway Phase 5		12/2022				
Trees Replacement around Milano, Avilla and AMB	10/2022	TBD				See monthly landscape report.
Signage throughout community		Letter sent out			AMD	(3) Builders requested to work with Developer on Signage Plan
External Projects						
Public School K-5	03/2020	08/2025			AMD/School Bd	Architect/Design Phase
Hospital	TBD	TBD	TBD			AMD has done everything on their end. It is in the hands of the potential Hospital Providers
Ave Maria National Entrance – Speed and Golf Cart Signage	NA	NA	NA			No action recommended at this time. AMD will continue to monitor and further evaluate in master planning.

Ave Maria Stewardship Community District
Budget vs. Actual
October 2021 through April 2022

	Oct '21 - Apr 22	21/22 Budget	\$ Over Budget	% of Budget
Expenditures				
01-1130 · Payroll Tax Expense	489.60	612.00	-122.40	80.0%
01-1131 · Supervisor Fees	6,400.00	8,000.00	-1,600.00	80.0%
01-1310 · Engineering	37,086.50	55,000.00	-17,913.50	67.43%
01-1311 · Management Fees	40,959.31	70,216.00	-29,256.69	58.33%
01-1312 · Secretarial Fees	2,625.00	4,500.00	-1,875.00	58.33%
01-1313 · Website Management	1,458.31	2,500.00	-1,041.69	58.33%
01-1315 · Legal Fees	36,527.55	70,000.00	-33,472.45	52.18%
01-1320 · Audit Fees	0.00	13,000.00	-13,000.00	0.0%
01-1330 · Arbitrage Rebate Fee	1,950.00	3,250.00	-1,300.00	60.0%
01-1441 · Travel & Lodging	2,480.35	4,000.00	-1,519.65	62.01%
01-1450 · Insurance	35,707.00	11,870.00	23,837.00	300.82%
01-1480 · Legal Advertisements	3,762.50	5,000.00	-1,237.50	75.25%
01-1512 · Miscellaneous	732.10	4,000.00	-3,267.90	18.3%
01-1513 · Postage and Delivery	977.09	1,750.00	-772.91	55.83%
01-1514 · Office Supplies	2,705.25	3,500.00	-794.75	77.29%
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	7,588.75	27,000.00	-19,411.25	28.11%
01-1734 · Continuing Disclosure Fee	10,500.00	9,000.00	1,500.00	116.67%
01-1735 · Assessment Roll	0.00	15,000.00	-15,000.00	0.0%
01-1801 · Landscaping - Miscellaneous	3,125.00	30,000.00	-26,875.00	10.42%
01-1808 · Irrigation Repair	64,473.30	95,000.00	-30,526.70	67.87%
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	12,026.76	10,000.00	2,026.76	120.27%
01-1816 · Electric-Streetlights,Landscape	63,103.94	85,000.00	-21,896.06	74.24%
01-1817 · Maintenance Street Sweeping	0.00	1,000.00	-1,000.00	0.0%
01-1818 · Striping & Traffic Markings	1,985.00	15,000.00	-13,015.00	13.23%
01-1819 · Street Light Maintenance	127,748.52	80,000.00	47,748.52	159.69%
01-1820 · Maint Sidewalk/Curb Repairs	97,616.12	70,000.00	27,616.12	139.45%
01-1830 · Maintenance Contracts	389,608.31	630,000.00	-240,391.69	61.84%
01-1831 · Tree Trimming	0.00	50,000.00	-50,000.00	0.0%
01-1832 · Storm Cleanup - Landscaping	0.00	25,000.00	-25,000.00	0.0%
01-1833 · Plant Replacement	106,204.73	90,000.00	16,204.73	118.01%
01-1834 · Mulch	119,136.60	140,000.00	-20,863.40	85.1%

Ave Maria Stewardship Community District
Budget vs. Actual
October 2021 through April 2022

	Oct '21 - Apr 22	21/22 Budget	\$ Over Budget	% of Budget
01-1838 · Water Management & Drain	2,100.00	4,000.00	-1,900.00	52.5%
01-1839 · Entry Feature/Near Well Water	3,327.72	4,500.00	-1,172.28	73.95%
01-1840 · Maintenance Misc. Utilities	2,149.68	0.00	2,149.68	100.0%
01-1841 · Maintenance Irrigation Water	35,596.81	85,000.00	-49,403.19	41.88%
01-1842 · Maint Fountain/Repair	32,540.62	25,000.00	7,540.62	130.16%
01-1843 · Maintenance Rodent Control	3,725.00	8,000.00	-4,275.00	46.56%
01-1844 · Maint Equipment Repair	8,672.50	6,000.00	2,672.50	144.54%
01-1845 · Maint Signage Repair	30,327.00	10,000.00	20,327.00	303.27%
01-1846 · Maint Storm Drain Cleaning	0.00	10,000.00	-10,000.00	0.0%
01-1847 · Mnt Drainage/Lke Mnt/Littorals	29,694.04	75,000.00	-45,305.96	39.59%
01-1848 · Maintenance Aerators	0.00	2,000.00	-2,000.00	0.0%
01-1850 · Maint-Preserve Maintenance	26,123.00	60,000.00	-33,877.00	43.54%
01-1853 · Maintenance Small Tools	5,873.10	2,500.00	3,373.10	234.92%
01-1855 · Maint Vehicle Lease/Fuel/Repair	247.36	20,000.00	-19,752.64	1.24%
01-1856 · Maint Mosquito Control	136,703.23	400,000.00	-263,296.77	34.18%
01-1858 · Maint Temp EMS/Fire Facility	119,514.45	40,000.00	79,514.45	298.79%
01-1862 · Maintenance Technicians	66,363.92	110,000.00	-43,636.08	60.33%
01-1863 · Maint Base Management Fee	12,060.00	20,000.00	-7,940.00	60.3%
01-1864 · Maintenance Admin Payroll	35,905.10	55,000.00	-19,094.90	65.28%
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	1,732,751.12	2,659,698.00	-926,946.88	65.15%