



# **AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

## **COLLIER COUNTY REGULAR BOARD MEETING JULY 12, 2022 9:00 A.M.**

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

[www.avemariastewardshipcd.org](http://www.avemariastewardshipcd.org)

561.630.4922 Telephone  
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**AGENDA**  
**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**  
**REGULAR BOARD MEETING**

**July 12, 2022**

**9:00 a.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
  - 1. June 7, 2022 Regular Board Meeting Minutes.....Page 2
- I. Old Business
- J. New Business
  - 1. Consider Approval of First Amendment to Agreement between the District and Maple Ridge at Ave Maria Homeowners Association, Inc. for Facility Maintenance and Repair Services.....Page 8
    - Audience Comments
  - 2. Consider Approval of Pine Straw Installation Contract.....Page 25
    - Audience Comments
  - 3. Discussion Regarding Golf Cart Speed Limits
    - Audience Comments
  - 4. Consider Approval of Well IW-12 Change Order.....Page 37
    - Audience Comments
  - 5. Consider Approval of Amended and Restated Landscaping Agreement.....Page 40
    - Audience Comments
- K. Administrative Matters
  - 1. Legal Report
  - 2. Engineer Report
  - 3. Manager's Report
    - a. AMSCD Projects Update.....Page 41
    - b. Financials.....Page 43
- L. Board Members Comments
- M. Adjourn

## Miscellaneous Notices



Published in Naples Daily News on July 1, 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 9:00 a.m. on July 12, 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](http://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](http://www.avemariastewardshipcd.org) Pub: July 1, 2022 #5314800

**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**

**June 7, 2022**

**A. CALL TO ORDER**

The June 7, 2022, Regular Board Meeting of the Ave Maria Stewardship Community District (the “District”) was called to order at 6:00 p.m. in the Ave Maria Master Association located at 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 May 27, 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 (via Zoom)	Barron Collier Companies
Owner Representative	Austin Howell	Barron Collier Companies

Also present were the following:

Commissioner Bill McDaniel, Collier Sheriff Representative Lee Van Gelder, Kim Twiss, Donnie Diaz, Nicole Green, Stu Grzenkowicz, David Cammarata, John & Yvonne Turner, Tom Schlessinger, Joe Rivera Jr., Bea and David Sanford, Barbara Bustamante and several others totaling 14 residents present.

There were also many others present via Zoom.

#### **F. ADDITIONS OR DELETIONS TO THE AGENDA**

The following items were added:

New Business #8 Discussion regarding Timeline to Move Meetings to Fire Station

New Business #9 Surcharge Request from Davey

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

John Turner, a resident, voiced his concerns about the safety of golf cart operations in the community. A lengthy discussion ensued regarding traffic and speeding on Ave Maria Boulevard from the main entrance into town. Lee Van Gelder, a representative from the Collier Sheriff's Department, presented the department's findings from a speed study done on Ave Maria Boulevard. The results indicated that there wasn't very much if any speeding going on. He also stated that the Sheriff's Department no longer offers off duty officer patrol shifts due to lack of manpower.

#### **H. APPROVAL OF MINUTES**

##### **1. May 3, 2022, Regular Board Meeting**

The minutes of the May 3, 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 May 3, 2022, Regular Board Meeting.

#### **I. OLD BUSINESS**

There were no old business items.

#### **J. NEW BUSINESS**

##### **1. Consider Resolution No. 2022-17 – Adopting a Fiscal Year 2022/2023 Proposed Budget**

##### **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.**

Mr. Karmeris presented.

Mr. Genson explained the asset manager figure. Mr. Klucik gave an overview of the budget process to the members of the public present at the meeting.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio approving Resolution No. 2022-17 and setting the public hearing for September 13, 2022. The **motion** passed unanimously.

**2. Consider Resolution No. 2022-18 – Adopting a Fiscal Year 2022/2023 Proposed Budget for the Master Irrigation Utility System**

**RESOLUTION 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.**

Mr. Karmeris presented.

Mr. Genson added that a revision to the rate structure would likely be presented at the October or November meeting.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio approving Resolution No. 2022-18. The **motion** passed unanimously.

**3. Discussion Regarding Developer Funding Agreement**

Ms. Willson informed the Board that this agreement would be presented for approval at the September meeting.

**4. Consider Approval of License Agreement for Veterans Memorial with Ave Maria Veterans Association**

The Board discussed adding a condition to the agreement that the license was contingent upon the project being fully funded prior to starting. Ms. Willson explained that the agreement can be terminated by the District at any time. Mr. Sonalia asked when the Veterans Association planned on starting the project and received the answer that they would only begin the project once it was fully funded.

A **motion** was made by Mr. Roth, seconded by Mr. Klucik approving the License Agreement for Veterans Memorial with Ave Maria Veterans Association. The **motion** passed unanimously.

## **5. Consider Approval of Landscaping Proposals for Ave Maria Phase II**

Mr. Tryka presented the memo provided in the agenda package recommending the Board approve O'Donnell's proposal of \$185,919.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio approving the O'Donnell Ave Maria Phase II Landscaping proposal. The **motion** passed unanimously.

## **6. Consider Approval of Pine straw Estimate**

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio approving the Pinestraw estimate subject to the developer covering any amount over budget. The **motion** passed unanimously.

## **7. Discussion Regarding Parking**

A lengthy discussion regarding semi-trucks parking on District roads ensued. The Developer's staff is going to contact the trucking companies.

## **8. Discussion regarding Timeline to Move Meetings to Fire Station**

District staff is going to stay in contact with Fire Chief Choate on when the District may be able to hold meetings in the new fire station meeting hall.

## **9. Surcharge Request from Davey**

The Board asked that this item be brought back to the next meeting for consideration.

## **K. ADMINISTRATIVE MATTERS**

### **1. Legal Report**

Ms. Willson had nothing further to report.

### **2. Engineer's Report**

Mr. Tryka presented crosswalk signs for discussion. Mr. Roth suggested the signs with the beacons would be best and the Board agreed.

### **3. Manager's Report**

#### **a AMSCD Projects Update**

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

#### **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.

District resident John Turner gave his opinions regarding the potential flashing crosswalk signs looking too commercial. He also stated that he has not seen any issues with golf carts in the community.

**M. ADJOURNMENT**

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 8:08 p.m. by Chairman Peek. There were no objections.

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**Secretary/Assistant Secretary**

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**Chair/Vice-Chairman**



# 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.

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

**THIS FIRST AMENDMENT** (the “Amendment”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between:

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**, a local unit of special purpose government established pursuant to Chapter 2004-461, Laws of Florida, and located in Collier County, Florida, whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”); and

**MAPLE RIDGE AT AVE MARIA HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 2020 Salzedo Street, Suite 200, Coral Gables, Florida 33134 (the “Association” and, together with the District, the “Parties”).

**RECITALS**

**WHEREAS**, the Parties previously entered into that certain *Agreement between the Ave Maria Stewardship Community district and Maple Ridge at Ave Maria Homeowners Association, Inc. for Facility Management and Repair Services*, dated May 2, 2017 (the “Agreement”); and

**WHEREAS**, Section 22 of the Agreement provides that the Parties may amend the Agreement when such amendment is in writing and authorized by both Parties; and

**WHEREAS**, the Parties now desire to amend the Agreement as set forth in more detail below.

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

**SECTION 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated as a material part of this Amendment.

**SECTION 2. AMENDMENT OF AGREEMENT.**

**A.** Section 3G shall be added to the Agreement as follows:

**G.** *Operation of Association Gate and Guardhouse Improvements.* The Association agrees to operate the Maple Ridge Reserve gate and guardhouse improvements owned by the Association in a manner which permits all public access the District Improvements as required pursuant to any applicable District bonds indenture documents in order to maintain such bonds tax-exempt status. This

obligation shall remain so long as there are any bonds or associated refinancing bonds outstanding.

B. Section 8 of the agreement is hereby amended and replaced in full as follows:

**SECTION 8. INDEMNIFICATION.** Association agrees to indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the acts or omissions of the Association, or its officers employees, and representatives, including litigation or any appellate proceedings with respect thereto. Association agrees to require by written contract any contractor and subcontractors hired in connection with this Agreement to indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death property damage or of any nature, arising out of, or in connection with, the acts or omissions of such contractors and subcontractors, including litigation or any appellate proceedings with respect thereto. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered. Association further agrees to indemnify defend and hold harmless the District and its officers, agents and employees from any and all actions associated with any bonds tax exempt status should it be impacted by any action or inaction of the Association resulting from its operation of its gate or guardhouse improvements. This right of indemnification shall not apply if the District or its officers, agents or employees are adjudged to be grossly negligent or engaged in wanton or willful misconduct.

C. Section 15C shall be added to the Agreement as follows:

C. The parties may not terminate this Agreement as it relates to operation and maintenance of the gate and guardhouse improvements as described in section 3.G above prior to the date there are no outstanding District bonds that financed any infrastructure located behind the gate and guardhouse improvements or any associated refinancing bonds.

D. Exhibit B of the Agreement is hereby amended and replaced with the attached **Exhibit A**.

**SECTION 3. AFFIRMATION OF THE AGREEMENT.** The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions, including, but not limited to, the

engagement of services, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.

**SECTION 4. AUTHORIZATION.** The execution of this Amendment has been duly authorized by the appropriate body or official of the Parties, both Parties have complied with all the requirements of law, and both the Parties have full power and authority to comply with the terms and provisions of this Amendment.

**SECTION 5. EXECUTION IN COUNTERPARTS.** This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument

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

Attest:

**AVE MARIA STEWARDSHIP COMMUNITY  
DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

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

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
(Print Name of Witness)

**Exhibit A:** Property Description

**EXHIBIT A**  
**PROPERTY**

- Maple Ridge at Ave Maria Phase 3, Plat Book 56, Pages 41-49, of the public records of Collier County, Florida;
- Maple Ridge Phase 3 Replat, Plat Book 59, Pages 18-22, of the public records of Collier County, Florida;
- Coquina at Maple Ridge Phase 1, Plat Book 57, Pages 55-57, of the public records of Collier County, Florida;
- Tract “L-2” and Tract “L-3”, according to the plat of Ave Maria Unit Two, Park of Commerce, Plat Book 48, Pages 22-28, of the public records of Collier County, Florida;
- Maple Ridge Phase 4, Plat Book 60, Pages 85-90, of the public records of Collier County, Florida;
- Coquina at Maple Ridge - Phase 2 and 3, Plat Book 61, Pages 31-35, of the public records of Collier County, Florida;
- Hampton Village Lots 17 and 18 Replat, Plat Book 55, Page 22, of the public records of Collier County, Florida;
- Hampton Village Phase 1 Replat, Plat Book 53, Pages 82-83, of the public records of Collier County, Florida;
- Maple Ridge Amenity Center at Ave Maria, Plat Book 63, Pages 7-8, of the public records of Collier County, Florida;
- Maple Ridge Estates Model Lots, Plat Book 57, Pages 87-88, of the public records of Collier County, Florida;
- Maple Ridge at Ave Maria Phase 1, Plat Book 54, Pages 42-47, of the public records of Collier County, Florida;
- Maple Ridge at Ave Maria Phase 2, Plat Book 54, Pages 87-91, of the public records of Collier County, Florida;
- Maple Ridge at Ave Maria Phase 3, Plat Book 56, Pages 41-49, of the public records of Collier County, Florida;
- Maple Ridge at Ave Maria Phase 5A, Plat Book 64, Pages 12-19, of the public records of Collier County, Florida;

- Maple Ridge at Ave Maria Phase 5B, Plat Book 64, Pages 42-48, of the public records of Collier County, Florida;
- Maple Ridge at Ave Maria, Phase 5B Replat, Plat Book 66, Pages 54-55, of the public records of Collier County, Florida;
- Maple Ridge at Ave Maria Phase 5B, Second Replat, Plat Book 68, Pages 4-7, of the public records of Collier County, Florida;
- Maple Ridge Phase 6A, Plat Book 66, Pages 56-57, of the public records of Collier County, Florida;
- Maple Ridge at Ave Maria Phase 6B, Plat Book 66, Pages 75-80, of the public records of Collier County, Florida;
- Maple Ridge at Ave Maria Phase 6C, Plat Book 68, Pages 87-89, of the public records of Collier County, Florida;
- Maple Ridge Reserve at Ave Maria, Phase 1, Plat Book 59, Pages 51-53, of the public records of Collier County, Florida;
- Silverwood at Ave Maria (Phase 1), Plat Book 63, Pages 95-102, of the public records of Collier County, Florida;
- Silverwood at Ave Maria (Phase 2), Plat Book 67, Pages 88-93, of the public records of Collier County, Florida.
- Maple Ridge at Ave Maria Phase 7A, Plat Book 70, Pages 28-34, of the public records of Collier County, Florida

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

THIS AGREEMENT is made and entered into this 2<sup>ND</sup> day of MAY, 2017,  
by and between:

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

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

**RECITALS**

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

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

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

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

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

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

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



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

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

**SECTION 2. DEFINITIONS.**

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

**SECTION 3. ASSOCIATION’S MAINTENANCE AND INSPECTION OBLIGATIONS.**

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



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

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

#### SECTION 4. EXTRAORDINARY AND EMERGENCY REPAIRS.

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

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

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



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

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

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

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

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



**SECTION 8. INDEMNIFICATION.** Association agrees to indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the acts or omissions of the Association, or its officers, employees, and representatives, including litigation or any appellate proceedings with respect thereto. Association agrees to require by written contract any contractor and subcontractors hired in connection with this Agreement to indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the acts or omissions of such contractors and subcontractors, including litigation or any appellate proceedings with respect thereto. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

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

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

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

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

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



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

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

**SECTION 15. TERMINATION.**

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

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

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

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

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

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

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

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

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

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

**SECTION 24. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

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

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

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

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

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day.



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

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

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

**SECTION 27. PUBLIC RECORDS.** Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Association acknowledges that the designated public records custodian for the District is Todd Wodraska ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Association shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Association does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Association's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Association, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.



IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT SPECIAL DISTRICT SERVICES, INC., 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410, (561)6301-4922, TWODRASKA@SDSINC.COM.

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

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

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

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

Attest:

AVE MARIA STEWARDSHIP  
COMMUNITY DISTRICT

  
Secretary/Assistant Secretary

  
Chairman, Board of Supervisors

MAPLE RIDGE AT AVE MARIA  
HOMEOWNERS ASSOCIATION, INC.

  
(Signature of Witness)

By: 

Its: President

  
(Print Name of Witness)



**EXHIBIT A**  
**Services**

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

**EXHIBIT B**  
**Property**

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

**AGREEMENT BETWEEN AVE MARIA STEWARDSHIP COMMUNITY DISTRICT  
AND SOUTHEAST SPREADING COMPANY, LLC FOR  
THE INSTALLATION OF MULCH**

**THIS AGREEMENT** (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2022, (the “**Effective Date**”) 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

**Southeast Spreading Company, LLC**, a Florida limited liability company, whose address is 6089 James Lane, Naples, Florida 34109 (the “**Contractor**,” and together with the District, the “**Parties**”).

**RECITALS**

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

**WHEREAS**, the District desires to retain an independent contractor to provide certain mulch installation services, within the District, consistent with the scope of services set forth in the attached **Exhibit A**, and which is incorporated herein by this reference, including, without limitation, all materials and labor (the “**Services**”); and

**WHEREAS**, Contractor represents and warrants to the District that it is qualified, capable and willing to provide such Services and the District desires to enter into this Agreement with Contractor for the same; and

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

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

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

**SECTION 2. SCOPE OF SERVICES; TERM.**

- A.** Contractor agrees to provide all materials, tools, skill and labor necessary to perform the Services, as described in **Exhibit A**. The Services include any effort specifically required by this Agreement and **Exhibit A** reasonably necessary to

allow the District to receive the maximum benefit of all of the Services and items described herein and demonstrated in **Exhibit A**, including but not limited to, the mulch, all tools, supplies, insurance, and other materials or services (including without limitation all packing, loading, or freight) necessary to deliver and install the goods. The mulch shall be of merchantable quality and shall be fit for the use intended, including but not limited to industry standards. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

- B.** Contractor shall commence the Services identified in **Exhibit A** no later than the Effective Date of this Agreement, and the Services shall be completed on or before [REDACTED], 2022. Time is of the essence with respect to the Services, and Contractor shall not deviate from the schedule without District's prior written consent. District may terminate this Agreement or any part thereof or reject delivery of goods or the performance of Services if such delivery or performance is not in material accordance with the specifications of this Agreement, including the schedule. Contractor shall indemnify the District for all loss and damage of whatever nature caused by such delay or failure, excepting only delays for causes beyond Contractor's reasonable control.
- C.** Contractor agrees to perform the Services to the satisfaction of the District, in a first-class and workmanlike manner, and using the highest level of professional skill, care and diligence. Contractor shall perform the Services in conformity with accepted standards of safety and the District's specifications as may be promulgated by the District from time to time.
- D.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- E.** In the event the District, in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of Services satisfactorily completed and for materials actually incorporated into the Services.
- F.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- G.** Contractor shall report directly to the District Manager or his or her designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to commence repairs for any damage resulting from Contractor's activities and work within twenty-four (24) hours, and Contractor agrees to complete such repairs within a

reasonable amount of time.

- H. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to the Contractor.

### **SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.**

- A. The District shall pay Contractor the amount of Fifty-Eight Thousand Eight Hundred Ninety-Five Dollars and Forty Cents (\$58,895.40) for the Services and the provision of the mulch, as identified in **Exhibit A**. This compensation includes all materials and labor provided for in **Exhibit A**, permitting, installation, shipping and delivery costs, and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services. The Contractor shall remit to the District an invoice upon the completion of Services and the invoice shall be due and payable within thirty days (30) days of receipt by the District.
- B. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.
- C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**SECTION 4. WARRANTY; DAMAGE TO PROPERTY.** The Contractor warrants to the District that all mulch furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, and any other warranties as set forth in

**Exhibit A**, all Services provided by the Contractor pursuant to this Agreement shall be warranted for one (1) year from the date of acceptance of the Services by the District or such other term as described in **Exhibit A**, whichever is greater. Contractor shall replace, or repair warranted items to the District's satisfaction and at the District's discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient, or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

#### **SECTION 5. INSURANCE.**

- A.** Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000

- B.** The District, its staff, consultants, agents and supervisors, First Service Residential Midatlantic, LLC, its officers, agents and employees, and Ave Maria Development, LLLP, and its officers, agents and employees shall be named as additional insureds. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C.** If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

#### **SECTION 6. INDEMNIFICATION.**

- A.** Contractor agrees to defend, indemnify, and hold harmless the District and its

supervisors, officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault.

**B.** 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, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

**SECTION 7. 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.

**SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including but not limited to all applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 9. LIENS AND CLAIMS.** Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanics' liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien

within five (5) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 10. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 11. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 12. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

**SECTION 13. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement, shall be obtained and paid for by the Contractor.

**SECTION 14. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 15. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless



otherwise set forth in this Agreement.

**SECTION 16. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 17. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 18. AGREEMENT.** This instrument, together with **Exhibit A**, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. **Exhibit A** is incorporated herein only to the extent that it states the Services for the labor and materials to be provided under this Agreement. To the extent of any conflict between this instrument and **Exhibit A**, this instrument shall control.

**SECTION 19. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

**SECTION 20. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 21. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand-delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

- A. If to Contractor:** Southeast Spreading Company, LLC  
6089 James Lane  
Naples, Florida 34109  
Attn: \_\_\_\_\_
- B. If to 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

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. 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 in this Agreement.

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

**SECTION 23. APPLICABLE LAW AND VENUE.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REFERENCE TO THE PRINCIPLES OF CONFLICT OF LAWS. EXCEPT FOR ACTIONS SEEKING INJUNCTIVE RELIEF (WHICH MAY BE BROUGHT IN ANY APPROPRIATE JURISDICTION), SUITS UNDER THIS AGREEMENT SHALL ONLY BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN THE COUNTY OF COLLIER, STATE OF FLORIDA. THIS CHOICE OF VENUE IS INTENDED BY THE PARTIES TO BE MANDATORY AND NOT PERMISSIVE IN NATURE, AND TO PRECLUDE THE POSSIBILITY OF LITIGATION BETWEEN THE PARTIES WITH RESPECT TO, OR ARISING OUT OF, THIS AGREEMENT IN ANY JURISDICTION OTHER THAN THAT SPECIFIED IN THIS SECTION. EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR SIMILAR DOCTRINE OR TO OBJECT TO VENUE WITH RESPECT TO ANY PROCEEDING BROUGHT IN ACCORDANCE WITH THIS SECTION.

**SECTION 24. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor 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, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or

confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor 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 Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410, PH: (561) 630-4922, AKARMERIS@SDSINC.ORG.**

**SECTION 25. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 26. ARM'S LENGTH TRANSACTION.** 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 any doubtful language will not be interpreted or construed against any party.

**SECTION 27. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 28. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in the Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List,

or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

**SECTION 29. E-VERIFY.**

**A.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees.

**B.** The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the Agreement and provide a copy to the District upon request.

**C.** In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

**D.** By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 30. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

*[Remainder of Page Intentionally Left Blank.]*

**IN WITNESS WHEREOF**, the Parties hereto have signed this Agreement on the day and year first written above.

**Witness**

**Ave Maria Stewardship Community District**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Chairperson, Board of Supervisors

\_\_\_\_\_  
Print Name

**Witness**

**Southeast Spreading Company, LLC**

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_



Print: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**Exhibit A:**    Scope of Services

# **EXHIBIT A** **SCOPE OF SERVICES**

<b>Southeast Spreading Company, LLC</b> 6089 Janes Lane Naples FL 34109 Phone # 239-332-2595 Fax # 239-332-2852		 <p><b>SOUTHEAST SPREADING COMPANY</b></p>	<b>Estimate</b> Date 4/8/2022 Estimate # 18799 Please provide sales tax exemption certificate upon acceptance of estimate. (if applicable)	
<b>Customer/Client Name / Address</b> Ave Maria Stewardship District 5076 Annunciation Circle #103 Ave Maria, FL 34142		 <p><b>SOUTHEAST TREE COMPANY</b></p>	<b>Ship To</b> Ave Maria Roadways Contact Shane for drop Location off Immokalee Rd	
Provide PO # if applicable	Terms Net 30	Project Name/Description Ave Maria Roadways	Additional Job Name/Information 2022 Summer Application	
<b>Description</b>		<b>Qty</b>	<b>Rate</b>	<b>Total</b>
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 11,436	3.10 2.05	35,451.60T 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			<b>Subtotal</b>	\$58,895.40
<b>APPROVAL &amp; DATE</b> Signature _____ Date _____			<b>Sales Tax (0.0%)</b>	\$0.00
			<b>Total</b>	\$58,895.40

# **AVE MARIA**

DEVELOPMENT, LLLP

## **Memorandum**

Date: July 8, 2022

To: Ave Maria Stewardship Community District

From: David B. Genson

Re: Irrigation Well (IW-12) Construction / Jensen Underground Utilities Change Order

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Johnson Engineering, Inc. (JEI) consulted and oversaw the construction of a Sandstone aquifer test well at the IW-12 well site to assess its suitability as an alternative to the Lower Tamiami aquifer for supplemental source water. The results proved favorable and JEI recommended proceeding with well construction and development for future use as an alternative aquifer.

To keep pace with the growing irrigation demands of the town, the completion and start-up of the well was bid in March 2021, and Jensen Underground Utilities was the lone bidder (i.e., out of 4 General Contractors) at \$271,698 for a 25-HP pump and associated sitework and appurtenances.

After their selection, yet prior to construction (mired in delay due to COVID), long-range planning for the town's growth pivoted away from Lower Tamiami in favor of Sandstone due to tightening regulatory pressures on Lower Tamiami allocations and the superior water quality of the Sandstone.

There is currently one (1) Sandstone irrigation well at Irrigation Pump Station #3 (IPS3), located off Anthem Parkway, two (2) in planning for a future IPS on the North Anthem extension and two (2) in planning at the water plant site. Sandstone well depths are approximately 300' below land surface (versus Lower Tamiami ranges of 60') and exhibit up to 50' drawdowns under normal pumping conditions without a nearby competing well.

While there are currently no other Sandstone users in Ave Maria, the near-term competing interests of known additional Sandstone wells, their proximity to IW-12 and the known drawdown characteristics of this aquifer requires upsizing the pump and related equipment to 40-HP to enable simultaneous operation of multiple Sandstone sources during seasonally dry periods.

# Change Order No. 1

Date of Issuance: 7/1/22

Effective Date: 7/1/22

Project: Irrigation Well (IW-12) Construction	Owner: Ave Maria Stewardship Community District	Owner's Contract No.:
Contract: Ave Maria Utility Company IW-12 Construction		Date of Contract: 6/25/2022
Contractor: Jensen Underground Utilities, Inc.		Engineer's Project No.:

## The Contract Documents are modified as follows upon execution of this Change Order:

Description: Upgrade to 40 HP pump with variable frequency drive to maximize well capacity and enable both supplemental recharge of irrigation pond number two (2) and connectivity to the existing supply main.

Add: \$60,182.44

**Attachments (list documents supporting change):** Proposal 24438 dated 11/19/21

### CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 271,698.00

[~~Increase~~] [~~Decrease~~] from previously approved Change Orders No. N/A to No. N/A:

\$ N/A

Contract Price prior to this Change Order:

\$ 271,698.00

[~~Increase~~] [~~Decrease~~] of this Change Order:

\$ 60,182.44

Contract Price incorporating this Change Order:

\$ 331,880.44

### CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working ☐ Calendar days

Substantial completion (days or date): July 26, 2022

Ready for final payment (days or date): August 2, 2022

[~~Increase~~] [~~Decrease~~] from previously approved Change Orders No. N/A to No. N/A:

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Times prior to this Change Order:

Substantial completion (days or date): July 26, 2022

Ready for final payment (days or date): August 2, 2022

[~~Increase~~] [~~Decrease~~] of this Change Order:

Substantial completion (days or date): 6 months

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): January 26, 2023

Ready for final payment (days or date): February 2, 2023

RECOMMENDED:

By: \_\_\_\_\_

Engineer (Authorized Signature)

Date: \_\_\_\_\_

Approved by Funding Agency (if applicable):

ACCEPTED:

By: \_\_\_\_\_

Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_

Contractor (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# JENSEN

## UNDERGROUND UTILITIES, INC.

5585 TAYLOR ROAD, NAPLES, FL 34109

PHONE: 239-597-0060 FAX: 239-597-0061

## PROPOSAL

NO. 24438

DATE: 11/19/21

SHEET NO. 1 of 1

CERTIFIED UNDERGROUND UTILITY: CU C044996

FIRE SPRINKLER CONTRACTOR V: 117961000192

### PROPOSAL SUBMITTED TO:

NAME Ave Maria Utility Company  
STREET 5076 Annunciation Circle, Suite 102  
CITY Ave Maria  
STATE Florida 34142  
PHONE 348-0248 FAX: 348-3740

### WORK TO BE PERFORMED AT:

Ave Maria Well IW-12 upgrADE TO 40hp Pumps  
STREET Ave Maria Blvd  
CITY Ave Maria  
DATE OF PLANS 9/27/2021  
ENGINEER Johnson Engineering

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Up Grade to 40 HP pumps with VFDs

-1 EA	Return for 25HP Motor less restocking fees	-5,964.28
1 EA	40 HP Grundfos Electric motor	10,310.94
1 EA	Upgrade to Panel and electrical including restocking cost for parts and panel from 25 HP version	34,669.05
1 EA	Piping upgrade for well head	18,270.89
1 EA	ARV	2,446.03
1 EA	6" 45 Bend	449.81
Total upgrade cost:		60,182.44

**Notes:** 1) We cannot hold pricing according to our normal terms as our vendors are not holding pricing to us. All quotes will need to be reviewed at the time of contract. In short, material will be priced at the time of shipment, therefore our proposal price may be subject to change.

**EXCLUDE RESTORATION: MOT, BARRICADES, SOD, LANDSCAPING, CONCRETE, ASPHALT, ASPHALT OVERLAYS, LIME ROCK, SIDEWALKS, STRIPING, CURB, IRRIGATION REPAIRS**

### **EXCLUSIONS:**

- 1) NOT RESPONSIBLE FOR PRIVATE UTILITIES NOT LOCATED BY THE RESPECTIVE OWNER.
- 2) THERE WILL BE AN ADDITIONAL CHARGE TO EXTRACT ROCK AND REMOVE ROCK FROM PROJECT SITE.
- 3) NO UNSUITABLE MATERIAL REMOVAL OR REPLACEMENT WITH ACCEPTABLE MATERIAL.
- 4) NO LAYOUT OR CERTIFIED AS-BUILTS.
- 5) NO DENSITY TESTING COST.
- 6) NO CONNECTION, INSPECTION, PERMITS OR IMPACT FEES.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work. Any alteration or deviation from above specifications involving extra costs, will be executed upon written orders, and will become an extra charge over the contract amount. Owner agrees to accept current insurance in place by Contractor @ time of bid. Owner agrees to bear any cost for changes or alterations in insurance coverage. This proposal may be withdrawn by us if not accepted within 30 days. Payments to be made as follows: As work progresses, payment due within thirty (30) days of billing.

Respectfully submitted: Tom Mitchell

JENSEN UNDERGROUND UTILITIES, INC.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are hereby authorized to perform the work.

**CONSIDER APPROVAL OF  
AMENDED AND RESTATED  
LANDSCAPING AGREEMENT**

**TO BE DISTRIBUTED  
UNDER SEPARATE COVER**

# AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

JULY 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	07/2022	\$2.6M		AMD	Project underway
Anthem Parkway Phase 5		12/2022				Design and Permitting underway
Trees Replacement around Milano, Avilla and AMB	10/2022	TBD				See monthly landscape report.
Signage throughout community		Letter sent out			AMD	Builders and developer are coordinating for a meeting to discuss the letters that were received.
Parking on District Roads	TBD	TBD				Developer Staff to contact trucking companies.
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 STEWARDSHIP COMMUNITY DISTRICT

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

	<b>Oct '21 - May 22</b>	<b>FY 21/22 Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
<b>Expenditures</b>				
01-1130 · Payroll Tax Expense	550.80	612.00	-61.20	90.0%
01-1131 · Supervisor Fees	7,200.00	8,000.00	-800.00	90.0%
01-1310 · Engineering	45,602.75	55,000.00	-9,397.25	82.91%
01-1311 · Management Fees	46,810.64	70,216.00	-23,405.36	66.67%
01-1312 · Secretarial Fees	3,000.00	4,500.00	-1,500.00	66.67%
01-1313 · Website Management	1,666.64	2,500.00	-833.36	66.67%
01-1315 · Legal Fees	41,023.06	70,000.00	-28,976.94	58.6%
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	2,651.17	4,000.00	-1,348.83	66.28%
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	14,834.48	4,000.00	10,834.48	370.86%
01-1513 · Postage and Delivery	1,101.40	1,750.00	-648.60	62.94%
01-1514 · Office Supplies	2,957.50	3,500.00	-542.50	84.5%
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	92,756.08	95,000.00	-2,243.92	97.64%
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	65,090.87	85,000.00	-19,909.13	76.58%
01-1817 · Maintenance Street Sweeping	0.00	1,000.00	-1,000.00	0.0%
01-1818 · Striping & Traffic Markings	23,675.50	15,000.00	8,675.50	157.84%
01-1819 · Street Light Maintenance	143,209.59	80,000.00	63,209.59	179.01%
01-1820 · Maint Sidewalk/Curb Repairs	106,262.02	70,000.00	36,262.02	151.8%
01-1830 · Maintenance Contracts	445,266.64	630,000.00	-184,733.36	70.68%
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 May 2022**

	<b>Oct '21 - May 22</b>	<b>FY 21/22 Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
01-1838 · Water Management & Drain	2,400.00	4,000.00	-1,600.00	60.0%
01-1839 · Entry Feature/Near Well Water	3,327.72	4,500.00	-1,172.28	73.95%
01-1840 · Maintenance Misc. Utilities	2,812.52	0.00	2,812.52	100.0%
01-1841 · Maintenance Irrigation Water	44,083.19	85,000.00	-40,916.81	51.86%
01-1842 · Maint Fountain/Repair	33,031.09	25,000.00	8,031.09	132.12%
01-1843 · Maintenance Rodent Control	6,050.00	8,000.00	-1,950.00	75.63%
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	34,503.04	75,000.00	-40,496.96	46.0%
01-1848 · Maintenance Aerators	0.00	2,000.00	-2,000.00	0.0%
01-1850 · Maint-Preserve Maintenance	27,413.00	60,000.00	-32,587.00	45.69%
01-1853 · Maintenance Small Tools	6,697.66	2,500.00	4,197.66	267.91%
01-1854 · Maint Miscellaneous Repairs	1,450.00	0.00	1,450.00	100.0%
01-1855 · Maint Vehicle Lease/Fuel/Repair	371.04	20,000.00	-19,628.96	1.86%
01-1856 · Maint Mosquito Control	137,013.83	400,000.00	-262,986.17	34.25%
01-1858 · Maint Temp EMS/Fire Facility	119,514.45	40,000.00	79,514.45	298.79%
01-1859 · Maint-Administrative Supplies	595.90	0.00	595.90	100.0%
01-1862 · Maintenance Technicians	75,586.48	110,000.00	-34,413.52	68.72%
01-1863 · Maint Base Management Fee	13,819.45	20,000.00	-6,180.55	69.1%
01-1864 · Maintenance Admin Payroll	40,589.58	55,000.00	-14,410.42	73.8%
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%
<b>Total Expenditures</b>	<b>1,936,768.93</b>	<b>2,659,698.00</b>	<b>-722,929.07</b>	<b>72.82%</b>