



# **AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

## **COLLIER COUNTY LANDOWNERS' MEETING & REGULAR BOARD MEETING NOVEMBER 1, 2022 6:00 P.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  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile**

**AGENDA**  
**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**  
**LANDOWNERS' MEETING**

**November 1, 2022**

**6:00 p.m.**

**Ave Maria Master Association (office/fitness center)**

**5080 Annunciation Circle, Unit 101**

**Ave Maria, Florida 34142**

**TO JOIN VIA ZOOM: <https://us02web.zoom.us/j/84351784590>**

**MEETING ID: 843 5178 4590 DIAL IN AT: 1-929-436-2866**

- A. Call to Order
- B. Pledge of Allegiance
- C. Proof of Publication.....Page 1
- D. Establish Quorum
- E. Consider Adoption of Election Procedures.....Page 2
- F. Election of Chair for Landowners Meeting
- G. Election of Secretary for Landowners Meeting
- H. Approval of Minutes
  - 1. November 10, 2020 Landowners' Meeting Minutes.....Page 5
- I. Election of Supervisors
  - 1. Determine Number of Voting Units Represented or Assigned by Proxy.....Page 8
  - 2. Nomination of Candidates
  - 3. Casting of Ballots.....Page 9
  - 4. Ballot Tabulations
  - 5. Certification of the Results
- J. Landowners' Comments
- K. Adjourn

# Naples Daily News

PART OF THE USA TODAY NETWORK

Published Daily  
Naples, FL 34110

AVE MARIA STEWARDSHIP  
2501A BURNS ROAD

PALM BEACH GARDENS, FL 33410

## Affidavit of Publication

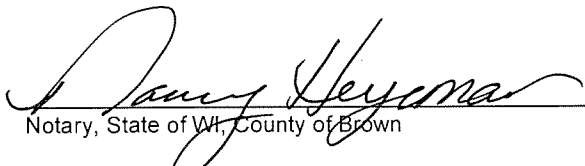
STATE OF WISCONSIN  
COUNTY OF BROWN

Before the undersigned they serve as the authority, personally appeared said legal clerk who on oath says that he/she serves as **Legal Clerk** of the Naples Daily News, a daily newspaper published at Naples, in Collier County, Florida; distributed in Collier and Lee counties of Florida; that the attached copy of the advertising was published in said newspaper on dates listed. Affiant further says that the said Naples Daily News is a newspaper published at Naples, in said Collier County, Florida, and that the said newspaper has heretofore been continuously published in said

Collier County, Florida; distributed in Collier and Lee counties of Florida, each day and has been entered as second class mail matter at the post office in Naples, in said Collier County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper issue(s) dated or by publication on the newspaper's website, if authorized, on

Issue(s) dated: 10/05/2022, 10/12/2022

Subscribed and sworn to before on October 12, 2022:

  
Notary, State of WI, County of Brown  
5.15.23

My commission expires

Publication Cost: \$952.00

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Customer No: 1303725

PO #:

# of Affidavits 1

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## NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

Notice is hereby given to the public and all landowners within Ave Maria Stewardship Community District ("District") the location of which is located in Collier County, Florida, advising that a meeting of landowners will be held for the purpose of electing one (1) person to the District's Board of Supervisors ("Board", and individually, "Supervisor"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 1, 2022  
TIME: 6:00 PM  
PLACE: Ave Maria Master Association (Office/Fitness Center)  
5080 Annunciation Circle, Unit 101  
Ave Maria, Florida 34142

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2501A Burns Road, Palm Beach Gardens, Florida 33410, Ph: (561) 630-4922 ("District Manager's Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. 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.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Andrew Karmeris  
District Manager

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT  
[www.avemariastewardshipcd.org](http://www.avemariastewardshipcd.org)  
Pub Date: Oct. 5, 12, 2022 #5434827

NANCY HEYRMAN  
Notary Public  
State of Wisconsin



## **AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ELECTION PROCEDURES**

### **1. Landowners' Meeting**

In accordance with the provisions of Chapter 2004-461, Laws of Florida, there shall be an election of supervisors every two years in November on a date established by the Board of Supervisors of the Ave Maria Stewardship Community District ("District"). The assembled Landowners shall organize by electing a Chairperson, who shall preside over the meeting, and a Secretary shall also be elected for recording purposes. The purpose of the meeting is to elect three people to serve as a Board Supervisor of the District.

### **2. Establishment of Quorum**

Any Landowner(s) present or voting by proxy shall constitute a quorum at the meeting of the Landowners.

### **3. Nomination of Candidates**

At the meeting, the Chairman shall call for nominations from the floor for Candidates for the Board of Supervisors. When there are no further nominations, the Chairman shall close the floor for nominations. The names of each Candidate and the spelling of their names shall be announced. Nominees need not be present to be nominated. Candidates must be U.S. Citizens and residents of the State of Florida.

### **4. Voting**

Each Landowner shall be entitled to cast one vote for each acre, or any fraction thereof, of land owned by him or her in the District, for each open position on the Board. (For example, if there are three positions open, an owner of one acre may cast one vote for each of the three positions. An owner of two acres may cast two votes for each of the three positions.) Each Landowner shall be entitled to vote either in person or by a representative present with a lawful written proxy.

### **5. Registration for Casting Ballots**

The registration process for the casting of ballots by Landowners or their representatives holding their proxies shall be as follows:

- a) At the Landowners' Meeting and prior to the commencement of the first casting of ballots for a Board of Supervisor position, each Landowner, or their representative if proxies are being submitted in lieu thereof, shall be directed to register their attendance, and the total number of votes by acreage to which each claims to be entitled, with the District's Manager, who will be in attendance at the meeting; or with the elected Secretary of the meeting.

- b) At such registration, each Landowner, or their representative with a lawful proxy, shall be provided a numbered ballot for the Board of Supervisor position(s) open for election. A District representative will mark on the ballot the number of votes that such Landowner, or their representative, is registered to cast for each Board of Supervisor position open for election.
- c) All Landowner proxies shall be collected at the time of registration and retained with the Official Records of the District for subsequent certification or verification, if required.

#### 6. Casting of Ballots

Registration and the issuance of ballots shall cease once the Chairperson calls for the commencement of the casting of ballots for the election of a Board of Supervisor and thereafter no additional ballots shall be issued.

The Chairman will declare that the Landowners, or their representatives, be requested to cast their ballots for the Board of Supervisors. Once the ballots have been cast, the Chairperson will call for a collection of the ballots.

#### 7. Counting of Ballots

Following the collection of ballots, the Secretary or District Manager shall be responsible for the tabulation of ballots in order to determine the total number of votes cast for each candidate that is seeking election.

If multiple seats are open, the two candidates receiving the highest number of votes will be declared by the Chairperson as elected to the Board of Supervisors for four-year terms. The candidate receiving the next highest number of votes will fill any remaining open position on the Board of Supervisors for a two-year term, as declared by the Chairperson.

#### 8. Contesting of Election Results

Following the election and announcement of the votes, the Chairperson shall ask the Landowners present, or those representatives holding proxies for Landowners, whether they wish to contest the election results. If no contests are received, said election results shall thereupon be certified.

If there is a contest, the contest must be addressed to the Chairperson and thereupon the individual casting a ballot that is being contested will be required to provide proof of ownership of the acreage for which they voted at the election within five (5) business days of the Landowners' Meeting. The proof of ownership shall be submitted to the District Manager who will thereupon consult with the District's General Counsel and together they will review the material provided and attempt to determine the legality of the contested ballots. Once the contests are resolved, the Chairperson shall reconvene the Landowners' Meeting and thereupon certify the election results.

#### 9. Recessing of Annual Landowners' Meeting

In the event there is a contest of a ballot or of the election, the Landowners' Meeting shall be recessed to a future time, date and location, at which time the election findings on the contest shall be reported in accordance with the procedure above and the newly elected Supervisor(s) shall thereupon take their Oath of Office.

#### 10. Miscellaneous Provisions

- a) Each Landowner shall only be entitled to vote in person or by means of a representative attending in person and holding a lawful written proxy in order to cast said Landowner's votes.
- b) Proxies will not require that proof of acreage ownership be attached. Rather, proof of ownership must be provided timely by the holder of the proxy, if the proxy is contested in accordance with the procedure above.
- c) These procedures are intended to serve as guidelines for the Landowners' Meeting of the District and may be amended from time to time.

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT  
LANDOWNERS' MEETING  
NOVEMBER 10, 2020**

**A. CALL TO ORDER**

The November 10, 2020, Landowners' Meeting of the Ave Maria Stewardship Community District was called to order at 7:15 p.m. at the Ave Maria Master Association located at 5076 Annunciation Circle, Suite 103, Ave Maria, Florida 34142

**B. PLEDGE OF ALLEGIANCE**

**C. PROOF OF PUBLICATION**

Proof of publication was confirmed.

**D. ESTABLISH QUORUM**

A quorum was established with the attendance of the following Board Members:

Chairman – Seat #1	Thomas Peek	Present
Vice Chair – Seat #2		
Supervisor – Seat #3	Robb Klucik	Present
Supervisor – Seat #4	Jay Roth	Present
Supervisor – Seat #5	Thomas DiFlorio	Present

District Staff in attendance were:

District Manager	Todd Wodraska	Special District Services
	Kathleen Dailey (via zoom)	Special District Services
	Andrew Karmeris (via zoom)	Special District Services
General Counsel	Alyssa Willson (via zoom)	Hopping, Green & Sams
District Engineer	Ted Tryka	Agnoli Barber & Brundage, Inc.
Owner Representative	David Genson	Barron Collier Companies

Also present were the following District residents via zoom: Beatrice Sanford, Holly Powers, Maryann Leary, J Cortina, Laura Lang, Winston Atkins, Brenda Benavidez, Alma Cue, Rona Olukolu.

Tommy Guscinski was physically present.

Mr. Wodraska went over the process for the Landowners' Meeting and how the various seats are elected.

**E. CONSIDER ADOPTION OF ELECTION PROCEDURES**

There was a **motion** and a second from the floor, approving the adoption of the Election Procedures. The **motion** passed.

#### **F. ELECTION OF CHAIR FOR LANDOWNERS' MEETING**

There was a **motion** and a second from the floor, electing Thomas Peek as the Chair for the Landowners' Meeting. The **motion** passed.

#### **G. ELECTION OF SECRETARY FOR LANDOWNERS' MEETING**

There was a **motion** and a second from the floor, electing Mr. Wodraska as the Secretary for the Landowners' Meeting. The **motion** passed.

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

##### **1. November 13, 2018, Landowners' Meeting**

The minutes from the November 13, 2018, Landowners' Meeting were approved, as presented, on a **motion** and a second from the floor. The **motion** passed.

#### **I. ELECTION OF SUPERVISORS**

##### **1. Determine Number of Voting Units Represented or Assigned by Proxy**

Mr. Wodraska announced that Ave Maria Development had 7,131 votes; Robb Kluci had 1 vote; Thomas Diflorio had 1 vote; and Tommy Guscinski had 1 vote for a total of 7,134 votes.

There was a **motion** and a second from the floor, approving the number of voting units or assigned by proxy, as noted. The **motion** passed.

##### **2. Nomination of Candidates**

Ms. Carmen Deleon was nominated by Mr. Klucik. Mr. Genson stated that the landowners planned on electing Thomas Peek and Jeff Sonalia and nominated them as such. There were no other nominations from the floor. With no opposition, Messrs. Peek and Sonalia were each deemed elected for four year terms.

##### **3. Casting of Ballots**

##### **4. Ballot Tabulations**

Peek 7,134 votes.

Jeff Sonalia 7,133 votes.

Carmen Deleon 1 vote.

##### **5. Certification of the Results**

The results of the election were certified.

#### **J. LANDOWNERS' COMMENTS**

No Comments.



## **K. ADJOURNMENT**

There being no further business to address, the Landowners' Meeting adjourned at 7:22 p.m. by Mr. Wodraska. There were no objections.

---

**Secretary/Assistant Secretary**

---

**Chair/Vice-Chairman**

**LANDOWNER PROXY**

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT  
COLLIER COUNTY, FLORIDA  
LANDOWNERS' MEETING – NOVEMBER 1, 2022**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Ave Maria Stewardship Community District to be held at Ave Maria Master Association (Office/Fitness Center), 5080 Annunciation Circle, Unit 101, Ave Maria, Florida 34142 on November 1, 2022 at 6:00 p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

**Parcel Description**

**Acreage**

**Authorized Votes**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

**Total Number of Authorized Votes:** \_\_\_\_\_

NOTES: Pursuant to Chapter 2004-461(4), Laws of Florida, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

**OFFICIAL BALLOT**

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT  
COLLIER COUNTY, FLORIDA  
LANDOWNERS' MEETING - NOVEMBER 1, 2022**

**For Election (2 Supervisors):** The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Ave Maria Stewardship Community District and described as follows:

<b><u>Description</u></b>	<b><u>Acreage</u></b>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

**Attach Proxy.**

I, \_\_\_\_\_, as Landowner, or as the proxy holder of \_\_\_\_\_ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
4		

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

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

**November 1, 2022**

**6:00 p.m.**

**Ave Maria Master Association (office/fitness center)**

**5080 Annunciation Circle, Unit 101**

**Ave Maria, Florida 34142**

**TO JOIN VIA ZOOM: <https://us02web.zoom.us/j/84351784590>**

**MEETING ID: 843 5178 4590 DIAL IN AT: 1-929-436-2866**

- A. Call to Order
- B. Pledge of Allegiance
- C. Invocation
- D. Proof of Publication.....Page 12
- E. Seat New Board Member
- F. Administer Oaths of Office
- G. Review Board Members Responsibilities and Duties
- H. Establish Quorum
- I. Consider Resolution No. 2022-26 – Canvassing and Certifying Results of the Landowners’ Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes.....Page 13
- J. Consider Resolution No. 2022-27 – Election of Officers.....Page 15
  - Chairman
  - Vice Chairman
  - Assistant Secretaries
- K. Additions or Deletions to Agenda
- L. Comments from the Public for Items Not on the Agenda
- M. Approval of Minutes
  - 1. September 13, 2022 Regular Board Meeting & Public Hearing Minutes.....Page 16
- N. Old Business
  - 1. Discussion and Update Regarding Parking Items
    - Audience Comments
- O. New Business
  - 1. Consider Resolution No. 2022-25 – Adopting Construction Protocols.....Page 25
    - Audience Comments
  - 2. Consider Resolution No. 2022-28 – Adopting a Fiscal Year 2021/2022 Amended Budget.....Page 27
    - Audience Comments
  - 3. Consider Resolution No. 2022-29 – Adopting a Fiscal Year 2021/2022 Amended Budget for Master Irrigation Utility System.....Page 43
    - Audience Comments

4. Consider Approval of Perpetual Access and Maintenance Easement Agreement.....	Page 46
• Audience Comments	
5. Consider Ratification of Change Order.....	Page 66
• Audience Comments	
6. Consider Ratification of Emergency Procurement for Storm Cleanup.....	Page 68
• Audience Comments	
P. Administrative Matters	
1. Legal Report	
2. Engineer Report	
3. Manager’s Report	
a. AMSCD Projects Update.....	Page 71
b. Financials.....	Page 73
Q. Board Members Comments	
R. Adjourn	

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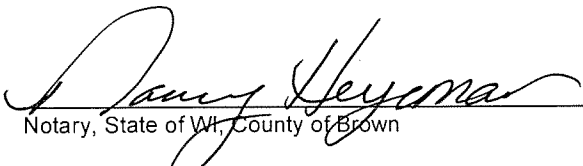
STATE OF WISCONSIN  
COUNTY OF BROWN

Before the undersigned they serve as the authority, personally appeared said legal clerk who on oath says that he/she serves as **Legal Clerk** of the Naples Daily News, a daily newspaper published at Naples, in Collier County, Florida; distributed in Collier and Lee counties of Florida; that the attached copy of the advertising was published in said newspaper on dates listed. Affiant further says that the said Naples Daily News is a newspaper published at Naples, in said Collier County, Florida, and that the said newspaper has heretofore been continuously published in said

Collier County, Florida; distributed in Collier and Lee counties of Florida, each day and has been entered as second class mail matter at the post office in Naples, in said Collier County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper issue(s) dated or by publication on the newspaper's website, if authorized, on

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Andrew Karmeris  
District Manager

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT  
[www.avemariastewardshipcd.org](http://www.avemariastewardshipcd.org)  
Pub Date: Oct. 5, 12, 2022 #5434827

NANCY HEYRMAN  
Notary Public  
State of Wisconsin

**RESOLUTION 2022-26**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF AVE MARIA STEWARDSHIP  
COMMUNITY DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE  
LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO CHAPTER 2004-  
461, LAWS OF FLORIDA, AND PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, pursuant to the Act a landowners meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District until such time as the Board of Supervisors can be elected by qualified electors of the District; and

**WHEREAS**, such landowners meeting was held on November 1, 2022, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

**WHEREAS**, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

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

**SECTION 1.** The following individuals are found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

_____	Seat 4	Votes _____
-------	--------	-------------

**SECTION 2.** In accordance with the Act and by virtue of the number of votes cast for the Supervisor, the above-named individuals are declared to have been elected for the following term of office:

_____	4-year term
-------	-------------

**SECTION 3.** This resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November 2022.

ATTEST:

**AVE MARIA STEWARDSHIP COMMUNITY  
DISTRICT**

---

Secretary / Assistant Secretary

---

Chairperson, Board of Supervisors



**RESOLUTION 2022-27**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF AVE MARIA STEWARDSHIP COMMUNITY DISTRICT REDESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, the Board of Supervisors of the District desires to re-designate certain Officers of the District following the landowner elections of new supervisors.

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

**SECTION 1.** \_\_\_\_\_ is appointed Chairman.

**SECTION 2.** \_\_\_\_\_ is appointed Vice Chairman.

**SECTION 3.** \_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

\_\_\_\_\_ is appointed Assistant Secretary.

**SECTION 4.** This Resolution supersedes any prior appointments made by the Board for Chairman and Vice-Chairman and Assistant Secretaries; however, prior appointments by the Board for Secretary, Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

**SECTION 5.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November 2022.

**ATTEST:**

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

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

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

**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  
September 13, 2022**

**A. CALL TO ORDER**

The September 13, 2022, Regular Board Meeting of the Ave Maria Stewardship Community District (the “District”) was called to order at 9:00 a.m. in the Ave Maria Master Association located at 5080 Annunciation Circle, Unit 101, Ave Maria, Florida 34142. The meeting was also available via the Zoom information indicated above.

**B. PLEDGE OF ALLEGIANCE**

**C. INVOCATION**

Mr. Klucik led the meeting in prayer.

**D. PROOF OF PUBLICATION**

Proof of publication was presented indicating that notice of the Regular Board Meeting had been published in the *Naples Daily News* on August 19 and August 26, 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	Special District Services, Inc.
General Counsel	Alyssa Willson (via Zoom)	Kutak Rock, LLP

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

Also present were the following:

Kim Twiss, Donnie Diaz, Roger Echols, and the following Ave Maria residents: David and Rae Arsenault, Vicki Wojciechowski, Jeff Plys, Joe and Bridget Cortina, Tom Schlessinger, Jacques Esuenari, Linda Jansen, Michael Horne, Bill Gradies, Bea and David Sanford, Claudette Leonard, John and Katalin Komar, Steve Kovach, Octavio Guas, John Turner, Diana Romero, Lazara Hernandez, Rich Curley, Ralph Brown and Jason Vogel.

There were also others present via Zoom.

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

Lee Van Gelder from the Collier Sheriff's Department was in attendance and his presentation was moved to the comments from the public section.

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

Lee Van Gelder of Collier Sheriff's Department addressed the issues with golf cart driving age. He informed the Board that Florida statutes state a driver must be at least 14 years old to operate a golf cart. However, Ave Maria's ordinance specifically says a learner's permit is required to operate a golf care. Therefore, golf cart drivers in Ave Maria must have a learner's permit or driver's license.

David Samford had a question about the effect of the Mosquito Control District expansion on this year's district budget. Mr. Karmeris stated that it would not be applicable until the fiscal year 2024 budget season.

Steve Kovac had a question about Ave Maria getting a post office or additional zip code. John Cheffy informed Mr. Kovac and the Board that the response from the postal service was no. There are not enough residents in Ave Maria yet to reach the threshold for an additional zip code.

There were multiple questions about parking around the town center from residents. Mr. Klucik informed the public and the Board that he spoke with the university president regarding parking. He stated that additional parking lots and areas are being planned by the university, for example, the area around the outdoor basketball court. He also added that the parking around the town center is public and functioning as designed.

Mr. Genson added that a permit for lights and a sign at Oil Well road was submitted and approval is expected later this fall.

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

##### **1. July 12, 2022, Regular Board Meeting**

The minutes of the July 12, 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 July 12, 2022, Regular Board Meeting.

## **I. PUBLIC HEARING – FISCAL YEAR 2022/2023 FINAL BUDGET**

Chairman Peek opened the Public Hearing at 9:25 a.m.

### **1. Proof of Publication**

Proof of publication was presented indicating that notice of the Public Hearing had been published in the *Naples Daily News* on August 19, 2022, and August 26, 2022, as legally required.

### **2. Receive Public Comment on Fiscal Year 2022/2023 Final Budget**

Beatrice Sanford asked if the Mosquito Control line item would be removed in this budget or next year's? Mr. Karmeris stated that it would be removed in Fiscal Year 2024's budget.

Rich Curling asked what effect additional homes being built had on the budget and whether they would be paying their share? Mr. Klucik explained how the assessments were determined and explained the methodology report that allocates those assessments on the land within the District. Multiple residents asked for copies of the methodology report be sent to them.

### **3. Consider Resolution No. 2022-19 – Adopting a Fiscal Year 2022/2023 Final Budget**

Resolution No. 2022-19 was presented, entitled:

#### **RESOLUTION 2022-19**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE SUBJECT TO UPDATE TO ACTUAL.**

Mr. Klucik stated that he appreciated the increase in budget line items, as it appears to be closer to what the District actual spends annually. He then explained the budget process to the residents in attendance.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio adopting Resolution No. 2022-19, as presented. Upon being put to a vote, the **motion** carried 5 to 0.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Roth to close the Public Hearing at 10:05 a.m. Upon being put to a vote, the **motion** carried 5 to 0.

**4. Consider Resolution No. 2022-20 – Adopting an Annual Assessment Resolution for Fiscal Year 2022/2023**

Resolution No. 2022-20 was presented, entitled:

**RESOLUTION 2022-20**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2022/2023; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

Ms. Willson presented the resolution and explained that it adopts the assessment amounts indicated in the just-approved final budget.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously adopting Resolution No. 2022-20, as presented.

**5. Consider Resolution No. 2022-21 – Adopting a Fiscal Year 2022/2023 Master Irrigation Utility System Budget**

Resolution No. 2022-21 was presented, entitled:

**RESOLUTION NO. 2022-21**

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

A representative from Ave Maria Utilities was present via zoom to answer any questions about the irrigation budget.

Mr. Genson added that proposed increase to irrigation rates would be presented at either the October or November meeting to level out rates between commercial and residential.

Ms. Sanford asked about irrigation on medians, roads, etc. Mr. Genson stated that the utility only provides the water, it does not police the use of it. That responsibility falls on the individual HOAs and residents.

Roger Echols from Davey Tree added that parts have been ordered that will assist in monitoring and controlling the irrigation system.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously adopting Resolution No. 2022-21, as presented.

**J. OLD BUSINESS**

There was no old business to present.

**K. NEW BUSINESS**

**1. Consider Approval of Fiscal Year 2023 Developer Contribution & Deficit Funding Agreement**

Mr. Roth asked if this was similar or the same as the agreements approved in previous years. Ms. Willson confirmed that is the same and also includes the Utility Budget per Mr. Klucik's request.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Roth and passed unanimously approving the Fiscal Year 2023 Developer Contribution & Deficit Funding Agreement as presented.

**2. Consider Approval of Amended and Restated Davey Tree Landscape Maintenance Agreement**

Mr. Willson presented. A discussion ensued regarding the scope of services exhibit matching the body of the agreement. The Board asked that Commerce Park and Anthem Parkway be added to the scope of services exhibit.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving the Amended and Restated Davey Tree Landscape Maintenance Agreement in substantial form.

**3. Consider Resolution No. 2022-22 – Awarding Ave Maria Boulevard Phase 2 Landscape Enhancement Project**

Ms. Willson presented.

**RESOLUTION NO. 2022-22**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT REGARDING THE AWARD OF A PROFESSIONAL LANDSCAPING INSTALLATION SERVICES CONTRACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

Mr. Tryka stated that there is no concern with O'Donnell Landscapes being able to complete the project.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously adopting Resolution No. 2022-22, as presented.

**4. Consider Resolution No. 2022-23 – Adopting a Fiscal Year 2022/2023 Meeting Schedule**

Mr. Karmeris presented.

**RESOLUTION NO. 2022-23**  
**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE**  
**MARIA STEWARDSHIP COMMUNITY DISTRICT, ESTABLISHING**  
**A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2022/2023**  
**AND SETTING THE TIME AND LOCATION OF SAID DISTRICT**  
**MEETINGS; AND PROVIDING AN EFFECTIVE DATE.**

Mr. Klucik asked that meeting schedule be adopted with the January meeting being moved to a night meeting. After board discussion, the board was in agreement that the January meeting be move to 6:00 p.m.

A **motion** was made by Mr. Klucik, seconded by Mr. Roth and passed unanimously approving Resolution No. 2022-23 – Adopting a Fiscal Year 2022/2023 Meeting Schedule as amended to move the January 10<sup>th</sup>, 2023 meeting to 6:00 p.m.

**5. Consider Approval of Easement between Lennar Homes & District Irrigation Line Maintenance**

Ms. Willson presented.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Roth and passed unanimously approving Easement between Lennar Homes & District Irrigation Line Maintenance, as presented.

**6. Consider Resolution No. 2022-24 – Authorizing Approving Declaration of Restrictive Covenant in Conversation Area**

Mr. Genson presented.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving Resolution No. 2022-24 - Authorizing Approving Declaration of Restrictive Covenant in Conversation Area, as presented.

**L. ADMINISTRATIVE MATTERS**

**1. Legal Report**

Ms. Willson had nothing further to report.

Mr. Genson added the expansion of District Boundaries will go on the legislation agenda in March.

**2. Engineer's Report**

Mr. Tryka gave an update on the flashing signs around the National. He then informed the Board of a plan to do restriping of approximately 2 miles and 18 intersections around the town center. He added that this could be added to the signage project.

Mr. Genson stated that Ave Maria Development was going to pay for the parking lots.

Mr. Klucik thanked the Developer for the public pedestrian crosswalks.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Roth and passed unanimously authorizing staff to prepare a bid package and gather proposals for striping project.

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

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

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

#### **b. Financials**

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

### **M. BOARD MEMBER COMMENTS**

Chairman Peek congratulated Supervisors Klucik and DiFlorio for winning their Board Seats unopposed.

### **M. ADJOURNMENT**

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 11:10 a.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

## SEPTEMBER 2022-DRAFT

Project Name	Start Date	End Date	Est. Cost	% Complete	Responsible Party	Comments
Landscaping S. AMB- Phase II	10/2022	TBD	TBD	0%	District	In upcoming fiscal year budget.
Pilot Program- Landscaping	11/2020	09/2022	TBD		AMD	Zeroscape design being explored
Anthem Parkway Phase 4	12/2020	09/2022	\$2.6M		AMD	Project underway but waiting for electric.
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 agree there are too many signs and will implement a plan to reduce signage prior to the season.
Parking on District Roads	TBD	TBD				Developer Staff to contact trucking companies.
Town Core Striping						
External Projects						
Public School K-5	2023	08/2025			School District	School District took over project
Hospital	TBD	TBD	TBD			AMD has done everything on their end. It is in the hands of

# AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

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

## **RESOLUTION 2022-25**

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

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

**WHEREAS**, the Act authorizes the District to construct, install, acquire, operate and/or maintain systems and facilities for certain basic public infrastructure; and

**WHEREAS**, the District prequalified contractors for future District infrastructure construction and maintenance projects, including construction of roadways, stormwater management facilities, irrigation facilities, earthwork, landscape, hardscape, street lighting, and other public improvements and maintenance services including exotic vegetation removal and lake and littoral maintenance; and

**WHEREAS**, such prequalification is valid for a period of three (3) years until May 4, 2024, after which time the Board of Supervisors, at its own discretion, could extend the prequalification period for up to an additional two (2) years or begin the prequalification process again; and

**WHEREAS**, the District adopted Resolution 2022-16 adopting construction contracting protocols (the “Construction Contracting Protocols”); and

**WHEREAS**, the District desires to amend the construction protocols to include a process for reviewing and executing change orders as delayed review until a future board meeting may cause undue delay and increased cost to the District; and

**WHEREAS**, the District now desires to adopt amended Construction Contracting Protocols in accordance with Section 1 below.

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

**SECTION 1.** The District shall adhere to the following amended Construction Contracting Protocols:

1. District Engineer and Construction Manager shall compile a scope of work to solicit bids from prequalified contractors. For construction projects in excess of \$200,000.00 such scope of work shall require bids to include the cost of a payment and performance bond.

2. District Engineer and Construction Manager shall review the bids and provide an analysis and recommendation to the Board of Supervisors.
3. Board of Supervisors shall review the analysis and recommendation which shall be accepted or rejected in accordance with the District's Rules of Procedures or as authorized by law.
4. In the event of selection of the contractor, Board shall authorize District staff to prepare the requisite agreement and District chairman or vice chairman to execute the agreement. District may require contractor to provide payment and performance bond or in its sole discretion may accept an alternate form of security as allowed pursuant to law.
5. During the course of construction, the District Manager is authorized to execute change orders after review and approval by the District Engineer if such change order is (1) less than or equal to \$200,000.00; (2) included within the original scope of work; and (3) funding, whether through applicable bond series construction account proceeds, developer authorized contribution, or through District budgeted-funds, is available. Change orders executed by the District Manager shall be included on the next Board meeting agenda for ratification. Change orders (1) in excess of \$200,000.00; (2) for additional items to be added to the scope of work; or (3) for which funding is not currently available shall be brought to the Board for consideration.
6. In the event District requires contracting for work for which there are no prequalified contractors, District shall procure such work in accordance with the District's Rules of Procedures.

**SECTION 2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of November, 2022.

ATTEST:

**AVE MARIA STEWARDSHIP  
COMMUNITY DISTRICT**

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Secretary

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Chairman

**RESOLUTION NO. 2022-28**

**A RESOLUTION OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ADOPTING A REVISED AMENDED FISCAL YEAR 2021/2022 BUDGET ADMINISTRATION, OPERATION AND MAINTENANCE AND DEBT.**

**WHEREAS**, the Board of Supervisors of the Ave Maria Stewardship Community District (hereinafter called District) is empowered to impose special assessments upon the properties within the District; and,

**WHEREAS**, the District Manager has prepared a Revised Amended Budget for fiscal year 2021/2022 for the administration, operation and maintenance and debt of the District.

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

**Section 1.** The Revised Amended Budget for Fiscal Year 2021/2022 attached hereto as Exhibit "A" is hereby approved and adopted.

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

**PASSED, ADOPTED and EFFECTIVE** this 1<sup>st</sup> day of November, 2022.

**ATTEST:**

**AVE MARIA STEWARDSHIP  
COMMUNITY DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairman/Vice Chairman

# Ave Maria Stewardship Community District

**Amended Final Budget For  
Fiscal Year 2021/2022  
October 1, 2021 - September 30, 2022**

# **AVE MARIA STEWARDSHIP COMMUNITY DISTRICT FY 2021/2022 AMENDED FINAL BUDGET**

## **TABLE OF CONTENTS**

### **Budget Summary**

<b>Amended Final Budget</b>	<b>1</b>
<b>Amended Final Maintenance Budget</b>	<b>2</b>

### **Debt Service**

<b>Amended Final Series 2019 Debt Service Fund Budget</b>	<b>3</b>
<b>Amended Final Series 2012/2022A Debt Service Fund Budget</b>	<b>4</b>
<b>Amended Final Series 2015 (Maple Ridge) Debt Service Fund Budget</b>	<b>5</b>
<b>Amended Final Series 2016 (Maple Ridge) Debt Service Fund Budget</b>	<b>6</b>
<b>Amended Final Series 2016 (BANS) Debt Service Fund Budget</b>	<b>7</b>
<b>Amended Final Series 2018 (Maple Ridge) Debt Service Fund Budget</b>	<b>8</b>
<b>Amended Final Series 2020 (Maple Ridge) Debt Service Fund Budget</b>	<b>9</b>
<b>Amended Final Series 2021 (Ave Maria National) Debt Service Fund Budget</b>	<b>10</b>
<b>Amended Final Series 2021 (Master) Debt Service Fund Budget</b>	<b>11</b>
<b>Amended Final Series 2021 (BANS) Debt Service Fund Budget</b>	<b>12</b>
<b>Amended Final Series 2022 (Maple Ridge) Debt Service Fund Budget</b>	<b>13</b>

**AMENDED FINAL BUDGET**  
**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**  
**OPERATING FUND**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	FISCAL YEAR 2021/2022 ANNUAL BUDGET	FISCAL YEAR 2021/2022 AMENDED FINAL BUDGET	YEAR TO DATE ACTUALS 10/1/2021 - 9/29/2022	DIFFERENCE BETWEEN ACTUALS AND ANNUAL BUDGET
<b>REVENUES</b>				
O & M ASSESSMENTS	1,556,178	1,556,859	1,556,859	681
DEBT ASSESSMENTS	4,461,050	4,238,061	4,238,061	(222,989)
DEVELOPER CONTRIBUTION FOR O & M	1,220,233	1,626,977	1,626,977	406,744
DEVELOPER CONTRIBUTION FOR DEBT	296,442	1,254,683	1,254,683	958,241
DEVELOPER CONTRIBUTION - OTHER	0	70,855	70,855	70,855
OTHER REVENUES	0	1,135	1,135	1,135
INTEREST INCOME	0	387	387	387
<b>TOTAL REVENUES</b>	<b>\$ 7,533,903</b>	<b>\$ 8,748,570</b>	<b>\$ 8,748,570</b>	<b>1,214,667</b>
<b>EXPENDITURES</b>				
<b>ADMINISTRATIVE EXPENDITURES</b>				
SUPERVISORS FEES	8,000	9,600	9,600	(1,600)
PAYROLL TAX EXPENSE	612	734	734	(122)
ENGINEERING	55,000	79,500	74,577	(19,577)
MANAGEMENT	70,216	70,216	70,216	-
SECRETARIAL	4,500	4,500	4,500	-
LEGAL	70,000	66,000	56,193	13,807
ASSESSMENT ROLL	15,000	15,000	15,000	-
AUDIT FEES	13,000	18,100	18,100	(5,100)
ARBITRAGE REBATE FEE	3,250	3,900	3,900	(650)
TRAVEL & LODGING	4,000	5,000	4,743	(743)
INSURANCE	11,870	35,707	35,707	(23,837)
LEGAL ADVERTISING	5,000	10,000	8,058	(3,058)
MISCELLANEOUS	4,000	9,000	7,604	(3,604)
POSTAGE	1,750	1,300	1,257	493
OFFICE SUPPLIES	3,500	3,800	3,743	(243)
DUES, LICENSE, & SUBSCRIPTIONS	500	175	175	325
MISCELLANEOUS FILINGS, NOTICES, ETC.	500	0	0	500
WEBSITE HOSTING FEES	2,500	2,500	2,500	-
TRUSTEE FEES	27,000	33,612	33,612	(6,612)
CONTINUING DISCLOSURE FEE	9,000	10,500	10,500	(1,500)
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 309,198</b>	<b>\$ 379,144</b>	<b>\$ 360,719</b>	<b>\$ (51,521)</b>
<b>MAINTENANCE EXPENDITURES</b>				
MAINTENANCE	2,350,500	2,918,065	2,743,091	(392,591)
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 2,350,500</b>	<b>\$ 2,918,065</b>	<b>\$ 2,743,091</b>	<b>(392,591)</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,659,698</b>	<b>\$ 3,297,209</b>	<b>\$ 3,103,810</b>	<b>(444,112)</b>
<b>EXCESS OR (SHORTFALL)</b>	<b>\$ 4,874,205</b>	<b>\$ 5,451,361</b>	<b>\$ 5,644,760</b>	<b>(770,555)</b>
BOND PAYMENTS	\$ (4,422,913)	\$ (5,234,404)	\$ (5,234,404)	(811,491)
<b>BALANCE</b>	<b>\$ 451,292</b>	<b>\$ 216,957</b>	<b>\$ 410,356</b>	<b>40,936</b>
COUNTY APPRAISER & TAX COLLECTOR FEE	(210,603)	(111,412)	(111,412)	99,191
DISCOUNTS FOR EARLY PAYMENTS	(240,689)	(223,952)	(223,952)	16,737
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ (118,407)</b>	<b>\$ 74,992</b>	<b>(74,992)</b>

FUND BALANCE (LESS RESERVE) AS OF 9/30/21
FY 2021/2022 ACTIVITY
FUND BALANCE (LESS RESERVE) AS OF 9/30/22

\$ 147,479
\$ (118,407)
\$ 29,072

Note: Reserve Fund Balance As Of 9-30-22 is \$263,368.



**AMENDED FINAL BUDGET**  
**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**  
**MAINTENANCE**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	FISCAL YEAR 2021/2022 ANNUAL BUDGET	FISCAL YEAR 2021/2022 AMENDED FINAL BUDGET	YEAR TO DATE ACTUALS 10/1/2021 - 9/29/2022	DIFFERENCE BETWEEN ACTUALS AND ANNUAL BUDGET
<b>MAINTENANCE EXPENDITURES</b>				
IRRIGATION REPAIR	95,000	215,000	204,858	(109,858)
MISCELLANEOUS MAINTENANCE	10,000	15,000	14,613	(4,613)
ELECTRIC (STREETLIGHTS, LANDSCAPE)	85,000	108,417	108,417	(23,417)
STREET SWEEPING	1,000	0	0	1,000
STRIPING & TRAFFIC MARKINGS	15,000	30,000	25,857	(10,857)
STREET LIGHT MAINTENANCE	80,000	173,000	169,281	(89,281)
SIDEWALK / CURB REPAIRS	70,000	116,000	111,267	(41,267)
LANDSCAPE MAINTENANCE (ROADWAY, ENTRIES):	30,000	8,000	6,930	23,070
MAINTENANCE CONTRACTS	630,000	685,000	670,683	(40,683)
TREE TRIMMING	50,000	0	0	50,000
STORM CLEANUP - OTHER	0	70,855	70,855	(70,855)
STORM CLEANUP	25,000	0	0	25,000
STORM CLEANUP - ELECTRIC	25,000	0	0	25,000
STORM CLEANUP - LANDSCAPING	25,000	0	0	25,000
PLANT REPLACEMENT	90,000	150,000	144,514	(54,514)
MULCH & MISCELLANEOUS	140,000	125,000	119,137	20,863
WATER MANAGEMENT & DRAINAGE	4,000	3,600	3,300	700
ENTRY FEATURE WATER	4,500	5,500	4,943	(443)
MISCELLANEOUS UTILITIES	0	2,847	2,847	(2,847)
IRRIGATION WATER	85,000	61,301	61,301	23,699
FOUNTAIN MAINTENANCE	25,000	58,000	55,285	(30,285)
RODENT/PEST CONTROL	8,000	8,500	7,500	500
EQUIPMENT REPAIR	6,000	18,282	18,282	(12,282)
SIGNAGE REPAIR	10,000	33,000	30,352	(20,352)
STORM DRAIN CLEANING	10,000	88,000	78,751	(68,751)
DRAINAGE / LAKE MAINTENANCE/ LITTORALS	75,000	58,000	48,930	26,070
AERATORS	2,000	0	0	2,000
PRESERVE MAINTENANCE	60,000	55,000	49,029	10,971
SMALL TOOLS	2,500	11,963	11,963	(9,463)
MISCELLANEOUS REPAIRS	0	2,225	2,225	(2,225)
VEHICLE LEASE / FUEL / REPAIRS (MAINT TECH)	20,000	4,985	4,985	15,015
MOSQUITO CONTROL	400,000	450,000	389,296	10,704
TEMP FIRE FACILITY OPERATING COSTS	40,000	119,654	119,654	(79,654)
ADMINISTRATIVE SUPPLIES	0	1,162	1,162	(1,162)
MAINTENANCE TECHNICIANS	110,000	115,028	115,028	(5,028)
BASE MANAGEMENT FEE	20,000	20,857	20,857	(857)
ADMIN PAYROLL	55,000	61,389	61,389	(6,389)
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 2,308,000</b>	<b>\$ 2,875,565</b>	<b>\$ 2,733,491</b>	<b>(425,491)</b>
RESERVE FUND	27,500	27,500	0	27,500
CONTINGENCY FUND	15,000	15,000	9,600	5,400
<b>TOTAL</b>	<b>\$ 2,350,500</b>	<b>\$ 2,918,065</b>	<b>\$ 2,743,091</b>	<b>(392,591)</b>

**AMENDED FINAL BUDGET**  
**AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND - SERIES 2019**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	FISCAL YEAR 2021/2022 ANNUAL BUDGET	FISCAL YEAR 2021/2022 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2021 - 9/29/2022
<b>REVENUES</b>			
Interest Income (2019)	500	50	48
Net NAV Collection (2019)	1,368,371	1,393,160	1,393,160
Prepaid Bond Collection (2019)	0	9,351	9,351
<b>Total Revenues</b>	<b>\$ 1,368,871</b>	<b>\$ 1,402,561</b>	<b>\$ 1,402,559</b>
<b>EXPENDITURES</b>			
Principal Payments (2019)	900,000	900,000	900,000
Interest Payments (2019)	2,277	475,488	475,488
Extraordinary Principal Payments (19)	466,594	10,000	10,000
<b>Total Expenditures</b>	<b>\$ 1,368,871</b>	<b>\$ 1,385,488</b>	<b>\$ 1,385,488</b>
<b>Net Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ 17,073</b>	<b>\$ 17,071</b>

FUND BALANCE AS OF 9/30/21	\$668,029
FY 2021/2022 ACTIVITY	\$17,073
FUND BALANCE AS OF 9/30/22	\$685,102

Notes

Reserve Fund Balance = \$342,563\*. Revenue Fund Balance = \$332,810\*.

Prepayment Fund Balance = \$9,729\*.

Revenue Account Balance To Be Used To Make 11/1/2022 Interest Payment Of \$228,691.

\* Approximate Amounts

**Series 2019 Bond Refunding Information**

Original Par Amount =	\$20,310,000	Annual Principal Payments Due:
Interest Rate =	2.00% - 3.00%	May 1st
Issue Date =	June 2019	Annual Interest Payments Due:
Maturity Date =	May 2038	May 1st & November 1st
Par Amount As Of 9/30/22 =	\$17,640,000	

**AMENDED FINAL BUDGET**  
**AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND - SERIES 2012/2022A**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	FISCAL YEAR 2020/2021	FISCAL YEAR 2020/2021	YEAR TO DATE ACTUAL
REVENUES	ANNUAL BUDGET	AMENDED FINAL BUDGET	10/1/2020 - 9/29/2021
Interest Income (2012)	100	6,327	6,323
Net NAV Collection (2012)	1,010,592	1,852,815	1,852,815
Developer Contribution (2012)	1,232,298	380,490	0
Bond Proceeds (2022A)	0	22,950,000	22,950,000
Refunding Premium (2022A)	0	520,918	520,918
<b>Total Revenues</b>	<b>\$ 2,242,990</b>	<b>\$ 25,710,550</b>	<b>\$ 25,330,056</b>
<b>EXPENDITURES</b>			
Principal Payments (2012)	570,000	25,240,000	25,240,000
Extraordinary Principal Payments (2012)	0	15,000	15,000
Interest Payments (2012)	1,672,990	1,691,583	1,691,583
Interest Payments (2022A)	0	203,124	203,124
Cost Of Issuance (2022A)	0	440,610	440,610
<b>Total Expenditures</b>	<b>\$ 2,242,990</b>	<b>\$ 27,590,317</b>	<b>\$ 27,590,317</b>
<b>Net Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ (1,879,767)</b>	<b>\$ (2,260,261)</b>

FUND BALANCE AS OF 9/30/21	\$3,116,963
FY 2021/2022 ACTIVITY	(\$1,879,767)
FUND BALANCE AS OF 9/30/22	\$1,237,196

Notes

Reserve Fund Balance = \$821,715\*. Revenue Fund Balance = \$415,481\*.

Revenue Fund Balance To Be Used To Make 11/1/2022 Interest Payment Of \$415,481.

\* Approximate Amounts - Revenue Account Balance Is As of 10/31/22.

**Series 2022 Refunding Bond Information**

Original Par Amount =	\$22,950,000	Annual Principal Payments Due:
Interest Rate =	2.875% - 4.00%	May 1st
Issue Date =	February 2022	Annual Interest Payments Due:
Maturity Date =	May 2042	May 1st & November 1st
Par Amount As Of 9/30/22 =	\$22,950,000	

**AMENDED FINAL BUDGET**  
**AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND - SERIES 2015 (MAPLE RIDGE)**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	FISCAL YEAR 2021/2022 ANNUAL BUDGET	FISCAL YEAR 2021/2022 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2021 - 9/29/2022
<b>REVENUES</b>			
Interest Income (2015)	100	435	429
Net NAV Collection (2015)	163,890	167,049	167,049
Developer Contribution (2015)	5,267	0	0
Prepaid Bond Collection (2015)	0	0	0
<b>Total Revenues</b>	<b>\$ 169,257</b>	<b>\$ 167,484</b>	<b>\$ 167,478</b>
<b>EXPENDITURES</b>			
Principal Payments (2015)	50,000	50,000	50,000
Extraordinary Principal Payments (2015)	0	5,000	5,000
Interest Payments (2015)	119,257	116,569	116,569
<b>Total Expenditures</b>	<b>\$ 169,257</b>	<b>\$ 171,569</b>	<b>\$ 171,569</b>
<b>Net Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ (4,085)</b>	<b>\$ (4,091)</b>

FUND BALANCE AS OF 9/30/21	\$245,871
FY 2021/2022 ACTIVITY	(\$4,085)
FUND BALANCE AS OF 9/30/22	\$241,786

Notes

Reserve Fund Balance = \$168,419\*. Revenue Fund Balance = \$70,859\*.

Prepayment Account Balance = \$2,508\*

Revenue Fund Balance To Be Used To Make 11/1/2022 Interest Payment Of \$56,900.

\* Approximate Amounts

**Series 2015 Bond Information**

Original Par Amount =	\$2,530,000	Annual Principal Payments Due:
Interest Rate =	5.000% - 5.375%	May 1st
Issue Date =	February 2015	Annual Interest Payments Due:
Maturity Date =	May 2045	May 1st & November 1st
Par Amount As Of 9/30/22 =	\$2,150,000	

**AMENDED FINAL BUDGET**  
**AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND - SERIES 2016 BOND (MAPLE RIDGE)**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	FISCAL YEAR 2021/2022 ANNUAL BUDGET	FISCAL YEAR 2021/2022 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2021 - 9/29/2022
<b>REVENUES</b>			
Interest Income (2016 - Bond)	100	430	424
Net NAV Collection (2016 - Bond)	226,663	230,920	230,920
Prepaid Bond Collection (2016 - Bond)	0	0	0
<b>Total Revenues</b>	<b>\$ 226,763</b>	<b>\$ 231,350</b>	<b>\$ 231,344</b>
<b>EXPENDITURES</b>			
Principal Payments (16 - Bond)	60,000	60,000	60,000
Extraordinary Principal Payments (16 - Bond)	1,388	0	0
Interest Payments (16 - Bond)	165,375	166,950	166,950
<b>Total Expenditures</b>	<b>\$ 226,763</b>	<b>\$ 226,950</b>	<b>\$ 226,950</b>
<b>Net Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ 4,400</b>	<b>\$ 4,394</b>

FUND BALANCE AS OF 9/30/21
FY 2021/2022 ACTIVITY
FUND BALANCE AS OF 9/30/22

\$222,282
\$4,400
\$226,682

Notes

Reserve Fund Balance = \$113,297\*. Revenue Fund Balance = \$113,351\*.

Prepayment Account Balance = \$34\*

Revenue Fund Balance To Be Used To Make 11/1/2022 Interest Payment Of \$81,900.

\* Approximate Amounts

**Series 2016 Bond Information**

Original Par Amount =	\$3,390,000	Annual Principal Payments Due:
Interest Rate =	5.25%	May 1st
Issue Date =	October 2016	Annual Interest Payments Due:
Maturity Date =	May 2047	May 1st & November 1st
Par Amount As Of 9/30/22 =	\$3,120,000	

**AMENDED FINAL BUDGET**  
**AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND - SERIES 2016 BANS**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	FISCAL YEAR 2021/2022	FISCAL YEAR 2021/2022	YEAR TO DATE
REVENUES	ANNUAL BUDGET	AMENDED FINAL BUDGET	ACTUAL 10/1/2021 - 9/29/2022
Interest Income (2016 - BAN)	0	113	113
Developer Contribution (2016 - BAN)	0	0	0
<b>Total Revenues</b>	\$ -	\$ 113	\$ 113
<b>EXPENDITURES</b>			
Principal Payments (2016 - BAN)	0	11,085,000	11,085,000
Interest Payments (2016 - BAN)	0	256,454	256,454
<b>Total Expenditures</b>	\$ -	\$ 11,341,454	\$ 11,341,454
<b>Net Excess/ (Shortfall)</b>	\$ -	\$ (11,341,341)	\$ (11,341,341)

FUND BALANCE AS OF 9/30/21
FY 2021/2022 ACTIVITY
FUND BALANCE AS OF 9/30/22

\$11,341,341
(\$11,341,341)
\$0

Notes

2016 BANS Principal Paid In Full In November 2021.

**Series 2016 BANS Information**

Original Par Amount =	\$11,085,000	Annual Principal Payments Due:
Interest Rate =	4.63%	N/A
Issue Date =	October 2016	Annual Interest Payments Due:
Maturity Date =	November 2021	May 1st & November 1st
Par Amount As Of 9/30/22 =	\$0	

**AMENDED FINAL BUDGET**  
**AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND - SERIES 2018 BOND (MAPLE RIDGE)**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	FISCAL YEAR 2021/2022	FISCAL YEAR 2021/2022	YEAR TO DATE ACTUAL
REVENUES	ANNUAL BUDGET	AMENDED FINAL BUDGET	10/1/2021 - 9/29/2022
Interest Income (2018)	100	12	11
Net NAV Collection (2018)	211,765	258,760	258,760
Developer Contribution (2018)	56,315	1,801	1,801
Prepaid Bond Collection (2018)	0	0	0
<b>Total Revenues</b>	<b>\$ 268,180</b>	<b>\$ 260,573</b>	<b>\$ 260,572</b>
<b>EXPENDITURES</b>			
Principal Payments (2018)	65,000	60,000	60,000
Extraordinary Principal Payments (2018)	0	0	0
Interest Payments (2018)	203,180	192,890	192,890
<b>Total Expenditures</b>	<b>\$ 268,180</b>	<b>\$ 252,890</b>	<b>\$ 252,890</b>
<b>Net Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ 7,683</b>	<b>\$ 7,682</b>

FUND BALANCE AS OF 9/30/21	\$203,712
FY 2021/2022 ACTIVITY	\$7,683
FUND BALANCE AS OF 9/30/22	\$211,395

Notes

Reserve Fund Balance = \$108,157\*. Revenue Fund Balance = \$102,320\*.

Revenue Fund Balance To Be Used To Make 11/1/2022 Interest Payment Of \$94,975.

Prepayment Account Balance = \$918\*

\* Approximate Amounts

**Series 2018 Bond Information**

Original Par Amount =	\$4,000,000	Annual Principal Payments Due:
Interest Rate =	4.9% - 5.375%	May 1st
Issue Date =	June 2018	Annual Interest Payments Due:
Maturity Date =	May 2049	May 1st & November 1st
Par Amount As Of 9/30/22 =	\$3,595,000	

**AMENDED FINAL BUDGET**  
**AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND - SERIES 2020 BOND (MAPLE RIDGE)**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	FISCAL YEAR 2021/2022 ANNUAL BUDGET	FISCAL YEAR 2021/2022 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2021 - 9/29/2022
<b>REVENUES</b>			
Interest Income (2020)	0	11	10
Net NAV Collection (2020)	0	0	0
Developer Contribution (2020)	0	0	0
Transfer From Capitalized Interest Fund (2020)	146,853	0	0
Prepaid Bond Collection (2020)	0	0	0
<b>Total Revenues</b>	<b>\$ 146,853</b>	<b>\$ 11</b>	<b>\$ 10</b>
<b>EXPENDITURES</b>			
Principal Payments (2020)	0	0	0
Interest Payments (2020)	146,853	146,853	146,853
Transfer To Construction Fund (2020)	0	0	0
<b>Total Expenditures</b>	<b>\$ 146,853</b>	<b>\$ 146,853</b>	<b>\$ 146,853</b>
<b>Net Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ (146,842)</b>	<b>\$ (146,843)</b>

FUND BALANCE AS OF 9/30/21	\$303,364
FY 2021/2022 ACTIVITY	(\$146,842)
FUND BALANCE AS OF 9/30/22	\$156,522

Notes

Reserve Fund Balance = \$83,065\*.

Capitalized Interest Account Balance = \$73,457\*.

Capitalized Interest Account Balance To Be Used To Make 11/1/2022 Interest Payment Of \$73,426.

Capitalized Interest Set-up Through November 2022.

\* Approximate Amounts

**Series 2020 Bond Information**

Original Par Amount =	\$3,440,000	Annual Principal Payments Due:
Interest Rate =	3.8% - 4.45%	May 1st
Issue Date =	July 2020	Annual Interest Payments Due:
Maturity Date =	May 2052	May 1st & November 1st
Par Amount As Of 9/30/22 =	\$3,440,000	



**AMENDED FINAL BUDGET**  
**AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND - SERIES 2021 BOND (AVE MARIA NATIONAL)**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	FISCAL YEAR 2021/2022 ANNUAL BUDGET	FISCAL YEAR 2021/2022 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2021 - 9/29/2022
<b>REVENUES</b>			
Interest Income (2021 - National)	0	19	18
Net NAV Collection (2021 - National)	59,230	90,074	90,074
Developer Contribution (2021 - National)	580,243	549,382	549,382
Prepaid Bond Collection (2021 - National)	0	0	0
<b>Total Revenues</b>	<b>\$ 639,473</b>	<b>\$ 639,475</b>	<b>\$ 639,474</b>
<b>EXPENDITURES</b>			
Principal Payments (2021 - National)	225,000	225,000	225,000
Interest Payments (2021 - National)	414,473	417,398	417,398
Transfer To Construction Fund (2021 - National)	0	17	17
<b>Total Expenditures</b>	<b>\$ 639,473</b>	<b>\$ 642,415</b>	<b>\$ 642,415</b>
<b>Net Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ (2,940)</b>	<b>\$ (2,941)</b>

FUND BALANCE AS OF 9/30/21	\$528,456
FY 2021/2022 ACTIVITY	(\$2,940)
FUND BALANCE AS OF 9/30/22	\$525,516

Notes

Reserve Fund Balance = \$319,744\*.

Revenue Account Balance = \$205,772\*.

Revenue Account Balance To Be Used To Make 11/1/2022 Interest Payment Of \$203,923.

Capitalized Interest Set-up Through November 2021.

FY 2021/2022 Capital Outlay = \$2,866.

\* Approximate Amounts - Revenue Account Balance As Of 10/31/2022

**Series 2021 (Ave Maria National) Bond Information**

Original Par Amount =	\$11,340,000	Annual Principal Payments Due:
Interest Rate =	2.6% - 4.0%	May 1st
Issue Date =	March 2021	Annual Interest Payments Due:
Maturity Date =	May 2051	May 1st & November 1st
Par Amount As Of 9/30/22 =	\$11,115,000	

**AMENDED FINAL BUDGET**  
**AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND - SERIES 2021 BOND (MASTER)**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	FISCAL YEAR 2021/2022 ANNUAL BUDGET	FISCAL YEAR 2021/2022 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2021 - 9/29/2022
<b>REVENUES</b>			
Interest Income (2021 - Master)	0	32	31
Net NAV Collection (2021 - Master)	0	0	0
Developer Contribution (2021 - Master)	0	0	0
Prepaid Bond Collection (2021 - Master)	0	0	0
Transfer From Capitalized Interest Fund (2021 - Master)	398,406	0	0
<b>Total Revenues</b>	<b>\$ 398,406</b>	<b>\$ 32</b>	<b>\$ 31</b>
<b>EXPENDITURES</b>			
Principal Payments (2021 - Master)	0	0	0
Interest Payments (2021 - Master)	398,406	278,884	278,884
Transfer To Construction Fund (2021 - Master)	0	0	0
<b>Total Expenditures</b>	<b>\$ 398,406</b>	<b>\$ 278,884</b>	<b>\$ 278,884</b>
<b>Net Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ (278,852)</b>	<b>\$ (278,853)</b>

FUND BALANCE AS OF 9/30/21	\$800,358
FY 2021/2022 ACTIVITY	(\$278,852)
FUND BALANCE AS OF 9/30/22	\$521,506

Notes

Reserve Fund Balance = \$320,097\*. Capitalized Interest Account Balance = \$199,236\*

Revenue Account Balance = \$2,173\*.

Capitalized Interest Account Balance To Be Used To Make 11/1/2022 Interest Payment Of \$199,203.

Capitalized Interest Set-up Through November 2022.

\* Approximate Amounts

**Series 2021 (Master) Bond Information**

Original Par Amount =	\$11,610,000	Annual Principal Payments Due:
Interest Rate =	2.25% - 4.0%	May 1st
Issue Date =	August 2021	Annual Interest Payments Due:
Maturity Date =	May 2052	May 1st & November 1st
Par Amount As Of 9/30/22 =	\$11,610,000	

**AMENDED FINAL BUDGET**  
**AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND - SERIES 2021 BANS**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	FISCAL YEAR 2021/2022	FISCAL YEAR 2021/2022	YEAR TO DATE
REVENUES	ANNUAL BUDGET	AMENDED FINAL BUDGET	ACTUAL 10/1/2021 - 9/29/2022
Interest Income (2021 - BAN)	0	50	48
Net NAV Collection (2021 - BAN)	0	0	0
Developer Contribution (2021 - BAN)	0	0	0
Prepaid Bond Collection (2021 - BAN)	0	0	0
Transfer From Capitalized Interest Fund (2021 - BAN)	547,400	0	0
<b>Total Revenues</b>	<b>\$ 547,400</b>	<b>\$ 50</b>	<b>\$ 48</b>
<b>EXPENDITURES</b>			
Principal Payments (2021 - BAN)	0	0	0
Interest Payments (2021 - BAN)	547,400	383,180	383,180
Transfer To Construction Fund (2021 - BAN)	0	0	0
<b>Total Expenditures</b>	<b>\$ 547,400</b>	<b>\$ 383,180</b>	<b>\$ 383,180</b>
<b>Net Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ (383,130)</b>	<b>\$ (383,132)</b>

FUND BALANCE AS OF 9/30/21	\$1,204,282
FY 2021/2022 ACTIVITY	(\$383,130)
FUND BALANCE AS OF 9/30/22	\$821,152

Notes

Reserve Fund Balance = \$547,400\*. Capitalized Interest Account Balance = \$273,752\*.

Capitalized Interest Fund Balance To Be Used To Make 11/1/2022 Interest Payment Of \$273,700.

Capitalized Interest Set-up Through November 2022.

FY 2021/2022 Capital Outlay = \$1,044,382.

**Series 2021 BANS Information**

Original Par Amount =	\$15,640,000	Annual Principal Payments Due:
Interest Rate =	3.50%	N/A
Issue Date =	August 2021	Annual Interest Payments Due:
Maturity Date =	May 2026	May 1st & November 1st
Par Amount As Of 9/30/22 =	\$15,640,000	

**AMENDED FINAL BUDGET**  
**AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND - SERIES 2022 MAPLE RIDGE**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	FISCAL YEAR 2021/2022 ANNUAL BUDGET	FISCAL YEAR 2021/2022 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2021 - 9/29/2022
<b>REVENUES</b>			
Interest Income (2022)	0	6	6
Net NAV Collection (2022)	0	0	0
Developer Contribution (2022)	0	0	0
Prepaid Bond Collection (2022)	0	0	0
Bond Proceeds (2022)	0	443,135	443,135
<b>Total Revenues</b>	\$ -	\$ 443,141	\$ 443,141
<b>EXPENDITURES</b>			
Principal Payments (2022)	0	0	0
Interest Payments (2022)	0	72,562	72,562
Transfer To Construction Fund (2022)	0	0	0
<b>Total Expenditures</b>	\$ -	\$ 72,562	\$ 72,562
<b>Net Excess/ (Shortfall)</b>	\$ -	\$ 370,579	\$ 370,579

FUND BALANCE AS OF 9/30/21
FY 2021/2022 ACTIVITY
FUND BALANCE AS OF 9/30/22

\$0
\$370,579
\$370,579

Notes

Reserve Fund Balance = \$222,150\*. Capitalized Interest Account Balance = \$148,429\*.

Capitalized Interest Fund Balance To Be Used To Make 11/1/2022 Interest Payment Of \$148,423.

Capitalized Interest Set-up Through November 2022.

Capital Projects Debt Proceeds = \$7,331,865. Total Bond Proceeds = \$7,775,000.

FY 2021/2022 Cost Of Issuance = \$233,300.

FY 2021/2022 Capital Outlay = \$2,781,286.

**Series 2022 Bond Information**

Original Par Amount =	\$7,775,000	Annual Principal Payments Due:
Interest Rate =	3.00% - 4.00%	May 1st
Issue Date =	February 2022	Annual Interest Payments Due:
Maturity Date =	May 2052	May 1st & November 1st
Par Amount As Of 9/30/22 =	\$7,775,000	

**RESOLUTION NO. 2022-29**

**A RESOLUTION OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ADOPTING A REVISED AMENDED FISCAL YEAR 2021/2022 BUDGET FOR THE MASTER IRRIGATION UTILITY SYSTEM**

**WHEREAS**, the Board of Supervisors of the Ave Maria Stewardship Community District (hereinafter called District) is empowered to impose special assessments upon the properties within the District; and,

**WHEREAS**, the District Manager has prepared a Revised Amended Budget for fiscal year 2020/2021 for the master irrigation utility system.

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

**Section 1.** The Revised Amended Budget for Fiscal Year 2021/2022 for the District's Master irrigation utility is attached hereto as Exhibit "A" is hereby approved and adopted.

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

**PASSED, ADOPTED and EFFECTIVE** this 1<sup>st</sup> day of November, 2022.

**ATTEST:**

**AVE MARIA STEWARDSHIP  
COMMUNITY DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairman/Vice Chairman

# Ave Maria Master Irrigation Utility

## **Amended Final Budget For Fiscal Year 2021/2022 October 1, 2021 - September 30, 2022**

**AMENDED FINAL BUDGET**  
**AVE MARIA MASTER IRRIGATION UTILITY**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	<b>FISCAL YEAR 2021/2022</b>	<b>FISCAL YEAR 2021/2022</b>	<b>YEAR TO DATE ACTUAL</b>
<b>REVENUES</b>	<b>ANNUAL BUDGET</b>	<b>AMENDED FINAL BUDGET</b>	<b>10/1/2021 - 9/29/2022</b>
Ave Maria Utility Revenue (Irrigation)	1,113,720	1,253,135	1,253,135
Developer Contribution	359,436	0	0
Connection Fees	7,950	0	0
Installations	97,653	0	0
Miscellaneous Revenue	2,200	0	0
Peninsula True-Up Of Expenditures	0	0	0
<b>Total Revenues</b>	<b>\$ 1,580,959</b>	<b>\$ 1,253,135</b>	<b>\$ 1,253,135</b>
<b>EXPENDITURES</b>			
Labor & Benefits	348,215	348,215	348,215
Chemicals	6,000	6,000	6,000
Electricity	176,624	176,624	176,624
Repairs & Maintenance	169,575	169,575	169,575
Testing	1,550	1,550	1,550
Meter Purchase	220,845	220,845	220,845
Meter Installation	8,050	8,050	8,050
Other Direct Costs	144,080	144,080	144,080
Management Fee	134,367	134,367	134,367
Administration Fee	8,000	8,000	8,000
AMUC Bulk Water Charge (Reclaimed)	363,653	367,395	357,395
Peninsula True-Up Of Expenditures	0	55,000	0
<b>Total Expenditures</b>	<b>\$ 1,580,959</b>	<b>\$ 1,639,701</b>	<b>\$ 1,574,701</b>
<b>Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ (386,566)</b>	<b>\$ (321,566)</b>

FUND BALANCE AS OF 9/30/2021	\$ 391,149
PROJECTED FY 2021/2022 ACTIVITY	\$ (386,566)
PROJECTED FUND BALANCE AS OF 9/30/2022	\$ 4,583

Upon recording, this instrument should be returned to:

(This space reserved for Clerk)

Alyssa Willson, Esq.  
Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301

**PERPETUAL ACCESS AND MAINTENANCE EASEMENT AGREEMENT  
FOR NATIONAL GOLF AND COUNTRY CLUB AT AVE MARIA, PHASE 1 AND 2  
LAKES AND STORMWATER DRAINAGE FACILITIES, WATER MANAGEMENT  
BERMS, IRRIGATION, AND ROADWAY- RELATED IMPROVEMENTS**

**THIS ACCESS AND MAINTENANCE EASEMENT AGREEMENT** (the “**Easement Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2022 by **LENNAR HOMES, LLC**, a Florida limited liability company, whose address is 700 N.W. 107<sup>th</sup> Avenue, Suite 400, Miami, Florida 33172 (“**Grantor**”) in favor of **AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2004-461, Laws of Florida, whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (“**District**”) (District and Grantor are sometimes together referred to herein as the “**Parties**”).

**WITNESSETH:**

**WHEREAS**, the District was established pursuant to Chapter 2004-461, Laws of Florida, as amended (the “**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to operate and maintain certain systems, facilities, and infrastructure improvements within or without the boundaries of the District, including but not limited to lakes and stormwater drainage facilities, water management berms, irrigation, and roadway related improvements; and

**WHEREAS**, Grantor is the owner in fee simple of certain real property located in Collier County, Florida, lying within the boundaries of the District, more particularly described on **Exhibit A**, attached hereto and by this reference incorporated herein (the “**Easement Area**”); and

**WHEREAS**, for the benefit of the District and its landowners and residents, the District owns, or in the future will own, certain lakes and stormwater drainage facilities, water management berms, irrigation, and roadway related improvements located within the Easement Area (collectively, the “**Improvements**”), all of which are described on **Exhibit B** attached hereto and by this reference incorporated herein; and



**WHEREAS**, Grantor agrees to grant to the District a perpetual, non-exclusive easement over the Easement Area to the District in order to allow the District to access the Easement Area in order to access and maintain the Improvements located thereupon.

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

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. **Grant of Perpetual Non-Exclusive Easement.** Grantor hereby grants to the District, and its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives, a perpetual, non-exclusive access and maintenance easement over, upon, under, through, and across the Easement Area for ingress, egress, and access for the purpose of maintaining and repairing the Improvements located thereupon. The District shall use all due care to protect the Easement Area and adjoining property from damage resulting from the District's use of same.

3. **Maintenance.** The District shall maintain, repair, and replace the Improvements at its sole cost and expense.

4. **Right to Use.** Grantor shall have the right to use the Easement Area for any purpose which is not inconsistent, or unreasonably interferes with, the rights herein afforded to the District.

5. **Access Restriction Prohibition.** Grantor agrees that, so long as the District's Capital Improvement Revenue Bonds, Series 2021 (Ave Maria National Project) are outstanding, Grantor will not prohibit access to Tract R and Tract R1 in that certain plat recorded in Plat Book 68, Pages 97-99 of the Public Records of Collier County, Florida ("Tract R and R1"), and any gates restricting Tract R and R1 will be operated as "soft" gates.

6. **Indemnity.** Nothing in this Easement Agreement shall be deemed as a waiver of sovereign immunity or the monetary limits of liability of the District, including its boards, officers, agents and employees, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28(5), Florida Statutes, or other statute, and nothing in this Easement Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred or otherwise limited under the Doctrine of Sovereign Immunity or by operation of law. Grantor agrees to indemnify and hold harmless District, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**District Indemnitees**"), from any and all liability, loss, damage, or harm of any kind, whether monetary or otherwise, including but not limited to reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against District Indemnitees which relate in any way to Grantor's use of the Easement Area. To the extent allowed by applicable law from time to time, and without waiving the provisions of Section 768.28, Florida Statutes, District agrees to

indemnify and hold harmless Grantor, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, “**Grantor Indemnitees**”), from any and all liability, loss, damage, or harm of any kind, whether monetary or otherwise, including but not limited to reasonable attorneys’ fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Grantor Indemnitees which relate in any way to District’s use of the Easement Area.

**7. Exercise of Rights.** The rights and Easement created by this Agreement are subject to the following provisions:

(a) District shall conduct any installation and maintenance activities in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for the Improvements installation and/or repair. Any rights granted hereunder shall be exercised by District in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. District shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

(b) Nothing herein shall be construed to limit in any way Grantor’s rights to (i) construct and maintain in the Easement Area any structures or other improvements that do not materially interfere with the use or enjoyment of the easement granted herein for the purposes for which they are created as contemplated herein, or (ii) to use the Easement Area, or allow the use of the Easement Area by others, in common with District, its successors and assigns.

**8. Beneficiaries of Easement Rights.** This Easement Agreement shall be for the non-exclusive benefit and use of the District and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

**9. Binding Effect.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors in interest to the Easement Area.

**10. Default.** A default by any party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

**11. Enforcement of Agreement.** In the event that either the District or Grantor seeks to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys’ fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

**12. Notices.** Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing, signed by the party giving notice and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

**To the Grantor:** Lennar Homes, LLC  
700 N.W. 107<sup>th</sup> Avenue, Suite 400  
Miami, Florida 33172  
Attn: \_\_\_\_\_

With a copy to: Pavese Law Firm  
1833 Hendry Street  
Fort Myers, Florida 33901  
Attn: Charles Mann

**To the District:** Ave Maria Stewardship Community District  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
Attention: District Manager

**With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. 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 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 Grantor may deliver any notice on behalf of the District and Grantor.

**9. Assignment.** Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent the District from assigning its maintenance obligations for the Improvements to a third party without the consent of the Grantor.

**10. Controlling Law; Venue.** This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Collier County, Florida.

**11. Public Records.** Grantor understands and agrees that all documents of any kind provided to the District or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

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

**13. Binding Effect.** This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

**14. Authorization.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

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

**16. Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

**17. 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.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, Grantor and the District caused this Access and Maintenance Easement Agreement to be executed, effective as of the day and year first written above.

**WITNESSES:**

Signed, sealed and delivered  
in the presence of:

**AVE MARIA STEWARDSHIP  
COMMUNITY DISTRICT**

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

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

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

**STATE OF FLORIDA**  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as Chairman of the Ave Maria Stewardship Community District, for and on behalf of the District. He [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

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

**WITNESSES:**

Signed, sealed and delivered  
in the presence of:

**GRANTOR:**

**LENNAR HOMES, LLC** a Florida limited  
liability company

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

\_\_\_\_\_  
Name: \_\_\_\_\_

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

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

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of Lennar Homes, LLC, on its behalf. S/He [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

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

Notary Public, State of Florida

**EXHIBIT A**  
**DESCRIPTION OF THE EASEMENT AREA**  
**(SEE ATTACHED)**



Legal Description  
Part of National Golf and Country Club  
At Ave Maria, Phase 2  
Plat Book 68, Pages 97-99  
Collier County, Florida  
And  
Part of National Golf and Country Club  
At Ave Maria, Phase 1  
Plat Book 67, Pages 55-67  
Collier County, Florida  
And  
Part of National Golf and Country Club  
At Ave Maria, Phase 3  
Plat Book 70, Pages 59-70  
Collier County, Florida  
(Storm Drainage Facilities)

The following storm drainage facilities lying within the Plat of National Golf and Country Club at Ave Maria, Phase 2 as recorded in Plat Book 68, Pages 97-99 of the public records of Collier County, Florida and within the Plat National Golf and Country Club at Maria, Phase 1, as recorded in Plat Book 67, Pages 55-67 of the public records of Collier County, Florida

All storm runs lying within Tract "R" and Tract "R1" of said National Golf and Country Club at Maria, Phase 2;

AND

- 1) A storm run lying within Tract "R", along the common lot line of Lot 98 and 99 of said National Golf and Country Club at Maria, Phase 2 and Tract "L17" of said National Golf and Country Club at Maria, Phase 1;
- 2) A storm run lying within Tract "R", Tract "MF-1" and Tract "L5" of said National Golf and Country Club at Maria, Phase 1;
- 3) A storm run lying within Tract "R" and Tract "FD-2A" of National Golf and Country Club at Maria, Phase 2, and Tract "L9" of said National Golf and Country Club at Maria, Phase 1;
- 4) A storm run lying within Tract "L9" of said National Golf and Country Club at Maria, Phase 1, Tract "MF-2C" of said National Golf and Country Club at Maria, Phase 2 and Tract "L7" of said National Golf and Country Club at Maria, Phase 1;

18001 GORDON LANE, PARKMAN, FLORIDA 34101-1400    OFFICE: (813) 401-1100    FAX: (813) 401-1107

Fla Engineer CA 28273    Fla Landscape CA LC26000632    Fla Surveyor/Mapper LB4419

- 5) A storm run lying within Tract "L9" of said National Golf and Country Club at Maria, Phase 1, Tract "MF-2A", Tract "R", Tract "MF-2B" of said National Golf and Country Club at Maria, Phase 2 and Tract "L8" of said National Golf and Country Club at Maria, Phase 1;
- 6) A storm run lying within Tract "R", Tract "MF-2B" of said National Golf and Country Club at Maria, Phase 2 and Tract "L8" of said National Golf and Country Club at Maria, Phase 1;
- 7) A storm run lying within Tract "L18" of said National Golf and Country Club at Maria, Phase 1, Tract "FD-2B", Tract "R", Tract "FD-2G" of said National Golf and Country Club at Maria, Phase 2 and Tract "L8" of said National Golf and Country Club at Maria, Phase 1;
- 8) A storm run lying within Tract "R", along the common lot line of Lot 140 and 141 of said National Golf and Country Club at Maria, Phase 2 and Tract "L19" of said National Golf and Country Club at Maria, Phase 1;
- 9) A storm run lying within Tract "R" and Tract "FD-2F" of said National Golf and Country Club at Maria, Phase 2 and Tract "L19" of said National Golf and Country Club at Maria, Phase 1;
- 10) A storm run lying within Tract "R" and Tract "FD-2C" of said National Golf and Country Club at Maria, Phase 2 and Tract "L17" of said National Golf and Country Club at Maria, Phase 1;
- 11) A storm run lying within Tract "R-1" and Tract "FD-2D" of said National Golf and Country Club at Maria, Phase 2 and Tract "MF-3B" of said National Golf and Country Club at Maria, Phase 3;

Subject to easements and restrictions of record.



By: \_\_\_\_\_ Oct 6, 2022  
Lance T Miller, Professional Surveyor and Mapper #LS5627

Certificate of authorization #LB-8479  
Peninsula Engineering

Ref. Reference National Golf and Country Club at Ave Maria, Phase 1, Phase 2 and Phase 3  
Plats and National Phase 2 Bonding Exhibit






Legal Description  
Part of National Golf and Country Club  
At Ave Maria, Phase 2  
Plat Book 68, Pages 97-99  
Collier County, Florida  
(Roadways)

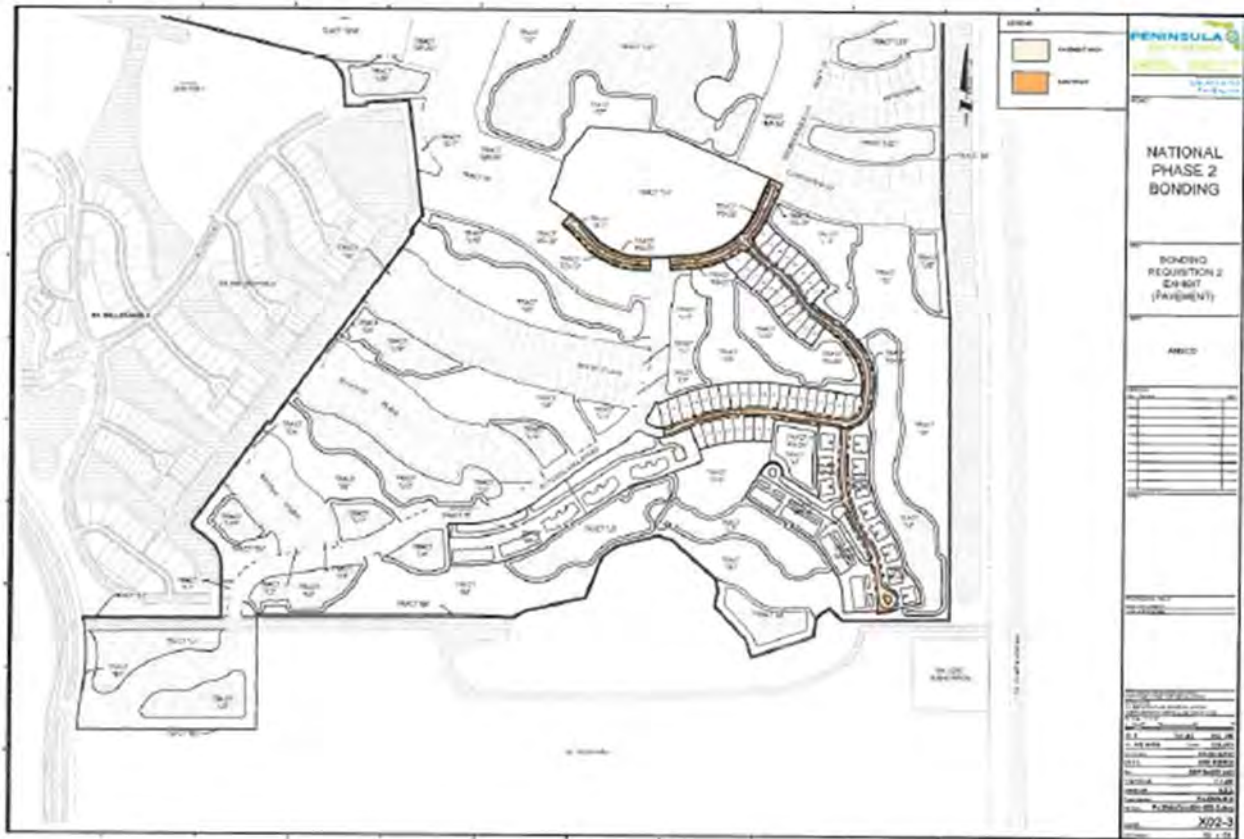
All Roadways lying within Tract "R" and Tract "R-1" being according to the Plat of National Golf and Country Club at Ave Maria, Phase 2 as recorded in Plat Book 68, Pages 97-99 of the public records of Collier County, Florida Being Double Eagle Circle, Sunningdale Street and Ellerston Way.

Subject to easements and restrictions of record.

By:  Oct 6, 2022  
Lance T Miller, Professional Surveyor and Mapper #LS5627

Certificate of authorization #LB-8479  
Peninsula Engineering

Ref. Reference National Golf and Country Club at Ave Maria, Phase 2 Plat  
And National Phase 2 Bonding Exhibit



Legal Description  
Part of National Golf and Country Club  
At Ave Maria, Phase 2  
Plat Book 68, Pages 97-99  
Part of National Golf and Country Club  
At Ave Maria, Phase 1  
Plat Book 67, Pages 55-67  
Part of National Golf and Country Club  
At Ave Maria, Phase 3  
Plat Book 70, Pages 59-70  
Collier County, Florida  
(Irrigation facilities)

All the irrigation facilities lying within Tract "R" and Tract "R-1" according to the Plat of National Golf and Country Club at Ave Maria, Phase 2 as recorded in Plat Book 68, Pages 97-99 of the public records of Collier County, Florida Being Double Eagle Circle, Sunningdale Street and Ellerston Way;

All the irrigation facilities lying within that Ave Maria Utility Easement (AMUE) as recorded in Official Records Book 6037, Pages 3251-3260 of the public records of Collier County, Florida;

The irrigation facilities lying within the platted Ave Maria Utility Easement (AMUE) lying within Tract "MF-1" as shown on the plat of National Golf and Country Club at Ave Maria, Phase 1 as recorded in Plat Book 67, Pages 55-67, public records of Collier County, Florida;

The irrigation facilities lying within that Ave Maria Utility Easement (AMUE) as recorded in Official Records Book 5863, Pages 3332-3339 of the public records and as shown on the plat of National Golf and Country Club at Ave Maria, Phase 3 as recorded in Plat Book 70, Pages 59-70, public records of Collier County, Florida.

Subject to easements and restrictions of record.



By: \_\_\_\_\_ Oct 6, 2022  
Lance T Miller, Professional Surveyor and Mapper #LS5627

Certificate of authorization #LB-8479  
Peninsula Engineering

Ref. Reference National Golf and Country Club at Ave Maria, Phase 2 Plat  
And National Phase 2 Bonding Exhibit





**EXHIBIT B**  
**DEPICTION OF IMPROVEMENTS**  
*(SEE ATTACHED)*

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT (AMSCD)  
 TABULATION OF IMPROVEMENTS FOR CONVEYANCE  
 THE NATIONAL AT AVE MARIA

**PHASE 2 PPL - EARTHWORK**

	DESCRIPTION	QTY	UNIT TYPE
	TURBIDITY BARRIER / INLET PROTECTION	919	LF
	CONSTRUCTION ENTRANCE	2	EA
	FINISH GRADING	4.39	AC
	NPDES MAINTENANCE	7	MONTH
	RE GRADE AFTER DRY UTILITIES	1	LS
	SURVEY STAKE-OUT <sup>(1)</sup>	0.65	LS
	SURVEY AS-BUILTS <sup>(1)</sup>	0.65	LS

**PHASE 2 PPL - PAVING**

	DESCRIPTION	QTY	UNIT TYPE
	3/4" ASPHALTIC CONCRETE TYPE S-III (FIRST LIFT)	10,030	SY
	8" LIMEROCK BASE	10,045	SY
	12" STABILIZED SUBGRADE	12,405	SY
	TYPE 'A' CURB	151	LF
	2' VALLEY GUTTER	6,895	LF
	4' SIDEWALK VALLEY CROSSING	132	LF
	CONCRETE SIDEWALK (4" THICK)	17,074	SF
	ADA DETECTABLE WARNING	2	EA
	SIGNAGE AND STRIPING (INCLUDE TEMP. AND FINAL STRIPING)	0.81	LS
	SOD (BAHIA - BETWEEN BOC AND SIDEWALK AND 1' BEYOND SIDEWALK)	2,050	SF
	CO#5 BAHIA SODDING, 6" B.O.C.	2,950	SY
	MOT	1	LS
	SURVEY STAKE-OUT	1.00	LS
	SURVEY AS-BUILTS	1.00	LS
	MATERIAL TESTING (ROADWAY DENSITIES, ASPHALT CORES, ETC) <sup>(1)</sup>	1.00	LS

**PHASE 2 PPL - DRAINAGE**

	DESCRIPTION	QTY	UNIT TYPE
	15" RCP STORM SEWER	104	LF
	18" RCP STORM SEWER	475	LF
	24" RCP STORM SEWER	394	LF
	SINGLE VALLEY GUTTER INLET	2	EA
	DOUBLE VALLEY GUTTER INLET	12	EA
	REMOVE PLUG AND INSTALL INLET	2	EA
	REMOVE EXISTING PLUG AND CONNECT TO RCP	6	EA
	SURVEY STAKE-OUT	1	LS
	SURVEY AS-BUILTS	1	LS
	MATERIAL TESTING (UTILITY BACKFILL DENSITIES, ETC) <sup>(1)</sup>	1	LS
	18" RCP (PREVIOUSLY INSTALLED W/ PHASE 1 PPL) <sup>(2)</sup>	198	LF
	24" RCP (PREVIOUSLY INSTALLED W/ PHASE 1 PPL) <sup>(2)</sup>	373	LF
	18" FLARED END (PREVIOUSLY INSTALLED W/ PHASE 1 PPL) <sup>(2)</sup>	3	EA
	24" FLARED END (PREVIOUSLY INSTALLED W/ PHASE 1 PPL) <sup>(2)</sup>	5	EA

PHASE 2 PPL - IRRIGATION			
	DESCRIPTION	QTY	UNIT TYPE
	4" PVC IRRIGATION MAIN (C900,DR18)	3,251	LF
	4" PVC IRRIGATION MAIN (C900,DR14)	212	LF
	4" GATE VALVE	7	EA
	1-1/2" DOUBL E IRRIGATION SERVICE (SHORT SIDE) (COMPLETE)	7	EA
	1-1/2" DOUBLE IRRIGATION SERVICE (LONG SIDE) (COMPLETE)	13	EA
	1" SINGLE IRRIGATION SERVICE (SHORT SIDE) (COMPLETE)	2	EA
	1" SINGLE IRRIGATION SERVICE (LONG SIDE) (COMPLETE)	4	EA
	2" SINGLE IRRIGATION SERVICE (SHORT SIDE) (COMPLETE)	5	EA
	2" SINGLE IRRIGATION SERVICE (LONG SIDE) (COMPLETE)	7	EA
	TEMPORARY BLOW-OFF (INCLUDES GATE VALVE)	2	EA
	PERMANENT BLOW-OFF (INCLUDES GATE VALVE)	1	EA
	REMOVE EX. BLOW-OFF AND CONNECT TO EX. IRRIGATION MAIN	2	EA
	INSTALL IRRIGATION METER BOX	38	EA
	SURVEY STAKE-OU	0.94	LS
	SURVEY AS-BUILTS	0.94	LS
	TESTING (PRESSURE TESTS, ETC.)	0.94	LS

PHASE 2 PPL - CONDUIT			
	DESCRIPTION	QTY	UNIT TYPE
	2" PVC LCEC CONDUIT CROSSINGS	556	LF
	4" PVC COMCAST CONDUIT CROSSINGS	327	LF
	4" PVC IRRIGATION CONDUIT CROSSINGS	990	LF
	2" PVC IRRIGATION CONDUIT CROSSINGS	990	LF
	2" INFRASTRUCTURE CONDUIT	10,475	LF
	4" BACKBONE CONDUIT	8,700	LF

PHASE 2 PPL - LANDSCAPE			
	DESCRIPTION	QTY	UNIT TYPE
	Buttonwood, Green, std 10' Ht	108	EA



AMENITY CENTER PHASE 1 - EARTHWORK			
	DESCRIPTION		UNIT TYPE
	TURBIDITY BARRIER	286	LF
	SWALE GRADING	498	SY
	RIP-RAP WITH MIRAFI FABRIC	6	SY
	FINISH GRADING	1.91	AC
	NPDES MAINTENANCE	8	MONTH
	SURVEY STAKE-OUT <sup>(1)</sup>	0.11	LS
	SURVEY AS-BUILTS <sup>(1)</sup>	0.11	LS

AMENITY CENTER PHASE 1 - PAVING			
	DESCRIPTION		UNIT TYPE
	3/4" ASPHALTIC CONCRETE TYPE S-III (FIRST LIFT)	3,836	SY
	8" LIMEROCK BASE	4,636	SY
	12" STABILIZED SUBGRADE	4,785	SY
	2' VALLEY GUTTER	2,323	LF
	4' SIDEWALK VALLEY CROSSING	226	LF
	CONCRETE SIDEWALK (4" THICK)	12,155	SF
	ADA DETECTABLE WARNING	10	EA
	BAHIA SOD (MIN. 2' WIDE STRIP BEHIND B.O.C. AND E.O.P.)	90	SY
	SIGNAGE AND STRIPING (INCLUDE TEMP. AND FINAL STRIPING)	1.00	LS
	MOT <sup>(1)</sup>	0.28	LS
	SURVEY STAKE-OUT <sup>(1)</sup>	0.28	LS
	SURVEY AS-BUILTS <sup>(1)</sup>	0.28	LS
	MATERIAL TESTING (ROADWAY DENSITIES, ASPHALT CORES, ETC) <sup>(1)(2)</sup>	0.28	LS

AMENITY CENTER PHASE 1 - DRAINAGE			
	DESCRIPTION		UNIT TYPE
	15" RCP STORM SEWER	228	LF
	18" RCP STORM SEWER	8	LF
	DOUBLE VALLEY GUTTER INLET	6	EA
	DITCH BOTTOM INLET TYPE 'C' W/ SIDE INLETS	1	EA
	REMOVE PLUG AND/OR CONNECT TO EXISTING RCP	1	EA
	REMOVE KNOCKOUT AND CONNECT TO EXISTING GRATE INLET	1	EA
	SURVEY STAKE-OUT <sup>(1)</sup>	0.09	LS
	SURVEY AS-BUILTS <sup>(1)</sup>	0.09	LS
	MATERIAL TESTING (UTILITY BACKFILL DENSITIES, ETC) <sup>(1)(2)</sup>	0.09	LS
	18" RCP (PREVIOUSLY INSTALLED W/ PHASE 1 PPL) <sup>(3)</sup>	123	LF
	18" FLARED END (PREVIOUSLY INSTALLED W/ PHASE 1 PPL) <sup>(3)</sup>	2	EA
	GRATE INLET (PREVIOUSLY INSTALLED W/ PHASE 1 PPL) <sup>(3)</sup>	1	EA

AMENITY CENTER PHASE 1 - IRRIGATION			
	DESCRIPTION		UNIT TYPE
	4" PVC IRRIGATION MAIN (C900, DR18)	78	LF
	4" PVC IRRIGATION MAIN (C900, DR14)	83	LF
	6" PVC IRRIGATION MAIN (C900, DR18)	1,135	LF
	6" PVC IRRIGATION MAIN (C900, DR14)	133	LF
	4" GATE VALVE	2	EA
	6" GATE VALVE	4	EA

TEMPORARY BLOW-OFF (INCLUDES GATE VALVE)	4	EA
REMOVE EX. BLOW-OFF AND CONNECT TO EX. IRRIGATION MAIN (AT NATIONAL BLVD)	3	EA
CO#3 4" REUSE BFP W/METER	1	EA
SURVEY STAKE-OUT <sup>(1)</sup>	0.97	LS
SURVEY AS-BUILTS <sup>(1)</sup>	0.97	LS
TESTING (PRESSURE TESTS, ETC.) <sup>(2)</sup>	0.97	LS

#### AMENITY CENTER PHASE 1 - LANDSCAPE

DESCRIPTION	QTY	UNIT TYPE
Black Olive Shady Lady 12' Ht	29	EA

#### PHASE 1 MULTIFAMILY SDP - DRAINAGE

DESCRIPTION	QTY	UNIT TYPE
24" RCP STORM SEWER	178	LF
SINGLE VALLEY GUTTER INLET	1	EA
FDOT DITCH BOTTOM INLET - TYPE 'C'	1	EA
REMOVE PLUG AND/OR CONNECT TO EXISTING RCP	2	EA
SURVEY STAKE-OUT <sup>(1)</sup>	0.12	LS
MATERIAL TESTING (UTILITY BACKFILL DENSITIES, ETC.) <sup>(1)(2)</sup>	0.12	LS
24" RCP (PREVIOUSLY INSTALLED W/ PHASE 1 PPL) <sup>(3)</sup>	77	LS
24" FLARED END RCP (PREVIOUSLY INSTALLED W/ PHASE 1 PPL) <sup>(3)</sup>	1	EA

#### PHASE 1 MULTIFAMILY SDP - IRRIGATION

DESCRIPTION	QTY	UNIT TYPE
4" PVC IRRIGATION MAIN (C900, DR18)	5	LF
(AT NATIONAL BLVD)	1	EA
INSTALL IRRIGATION METER BOX	1	EA
4" RE-USE BFP W/METER	1	EA
SURVEY STAKE-OUT <sup>(1)</sup>	0.29	LS
TESTING (PRESSURE TESTS, ETC.) <sup>(1)</sup>	0.29	LS
MATERIAL TESTING (UTILITY BACKFILL DENSITIES, ETC.) <sup>(1)(2)</sup>	0.29	LS

PHASE 2 MULTIFAMILY SDP - DRAINAGE			
	DESCRIPTION	QTY	UNIT TYPE
	24" RCP STORM SEWER	174	LF
	SINGLE VALLEY GUTTER INLET	1	EA
	DITCH BOTTOM INLET	1	EA
	REMOVE EXISTING PLUG AND CONNECT TO RCP	2	EA
	SURVEY STAKE-OUT <sup>(1)</sup>	0.14	LS
	SURVEY AS-BUILTS <sup>(1)</sup>	0.14	LS
	MATERIAL TESTING (UTILITY BACKFILL DENSITIES, ETC.) <sup>(1)(2)</sup>	0.14	LS
	24" RCP (PREVIOUSLY INSTALLED W/ PHASE 1 PPL) <sup>(3)</sup>	129	LF
	24" FLARED END (PREVIOUSLY INSTALLED W/ PHASE 1 PPL) <sup>(2)</sup>	2	EA

PHASE 2 MULTIFAMILY SDP - IRRIGATION			
	DESCRIPTION	QTY	UNIT TYPE
	4" PVC IRRIGATION MAIN (C900,DR18)	743	LF
	4" PVC IRRIGATION MAIN (C900,DR14)	110	LF
	PERMANENT BLOW-OFF (INCLUDES GATE VALVE)	1	EA
	REMOVE EX. BLOW-OFF AND CONNECT TO EX. IRRIGATION MAIN	2	EA
	INSTALL IRRIGATION METER BOX	4	EA
	IRRIGATION METER (SIZE TO BE DETERMINED BY AMUC) (CONTRACTOR TO INSTALL METERS OVER 2")	16	EA
	SURVEY STAKE-OUT <sup>(1)</sup>	1	LS
	SURVEY AS-BUILTS <sup>(1)</sup>	1	LS
	TESTING (PRESSURE TESTS, ETC.) <sup>(1)(2)</sup>	1	LS

PHASE 1 PPL STUBOUTS - DRAINAGE			
	DESCRIPTION	QTY	UNIT TYPE
	18" RCP STORM SEWER	321	LF
	24" RCP STORM SEWER	579	LF
	18" FLARED END	5	EA
	24" FLARED END	8	EA
	GRATE INLET	1	EA
	PLUG	13	EA
	SURVEY STAKE-OUT <sup>(2)</sup>	0.05	LS
	SURVEY AS-BUILTS <sup>(2)</sup>	0.05	LS
	MATERIAL TESTING (UTILITY BACKFILL DENSITIES, ETC.) <sup>(2)</sup>	0.05	LS

# Change Order No. 1

Date of Issuance: 9/21/2022 Effective Date: 9/21/2022

Project: Anthem Parkway 1-3 Retrofit	Owner: Ave Maria Stewardship Community District	Owner's Contract No.:
Contract: Earthwork and Paving Construction		Date of Contract: 5/17/2022
Contractor: Earth Tech Enterprises, Inc.		Engineer's Project No.: P-AMD-036

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

Description: To ensure positive drainage off the median, additional grading (beyond the anticipated disturbance area) was required in certain areas, which required re-sodding.

Additional BOC Sod - Add: \$6,352.50

**Attachments (list documents supporting change):** Earth Tech Enterprises Proposal dated 9/20/2022

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: Calendar days
\$ 670,885.67	Substantial completion (days or date): 75
[Increase] [Decrease] from previously approved Change Orders No. NA to No. 0:	Ready for final payment (days or date): 100
\$ -0-	[Increase] [Decrease] from previously approved Change Orders No. NA to No. 0:
Contract Price prior to this Change Order:	Substantial completion (days): NA
\$670,885.67	Ready for final payment (days): NA
Increase of this Change Order:	Contract Times prior to this Change Order:
\$ 6/352.50	Substantial completion (days or date): 75
Contract Price incorporating this Change Order:	Ready for final payment (days or date): 100
\$ 677,238.17	[Increase] [Decrease] of this Change Order:
	Substantial completion (days or date): No change
	Ready for final payment (days or date): No change
	Contract Times with all approved Change Orders:
	Substantial completion (days or date): 75
	Ready for final payment (days or date): 100
RECOMMENDED:	ACCEPTED:
By: [Signature] Engineer (Authorized)	By: [Signature] Owner (Authorized Signature)
Date: 09/21/2022	Date: 9-22-22
Approved by Funding Agency (if applicable):	Date: [Signature]





# EARTH TECH ENTERPRISES

6180 Federal Court  
Ft. Myers, FL 33905  
Phone 239-774-1223  
Fax 239-774-1227

Change Order #01  
Date : 9/20/2022

**Submitted To:** Ave Maria Steward Community Di  
**Project Name:** Anthem Parkway Retro  
**Job Description:** Additional BOC Sod

## Schedule of Values

Item #	Description	Quantity	Measure	Price	Total
	Additional BOC Sod	1,155	SY	\$ 5.50	\$ 6,352.50
	<b>TOTAL</b>				<b>\$6,352.50</b>

Approved: \_\_\_\_\_



## STORM AND EMERGENCY SERVICES AGREEMENT 2022 Hurricane Season

This is a contract between Ave Maira District ("Customer") and The Davey Tree Expert Company ("Davey") to perform the Scope of Services described below on the Terms and Conditions either set forth on the reverse side of this Agreement or attached to this Agreement.

### SCOPE OF SERVICES

Davey will perform only the services described in writing below (the "Scope of Services"). Customer understands and agrees that Davey is not required to perform any services that are not expressly described herein. **However, if Davey performs any additional or different services, additional fees, costs, and charges will apply, and Customer agrees to pay such additional fees, costs, and charges.**

Services to be performed (check all that apply):

- ☒ Tree removal
- ☒ Tree maintenance
- ☒ Debris cleanup
- ☒ Dumping
- ☒ Other

Description of Services: Storm Clean up

Location of Work/Address ("Job Site"): Ave Maria

**By signing below, Customer agrees to the Scope of Services and the Terms and Conditions. If Customer is a legal entity, the person signing below hereby represents that he or she has full authority to enter into this Agreement on behalf of Customer.**

BY CUSTOMER:

Signature: [Signature]  
Name (print): Andrew Karmen's  
Title: District Manager  
Company: Ave Maria Stewardship District  
Date: 9/26/22

BY DAVEY:

Signature: [Signature]  
Name (print): Roger Echols  
Title: Branch Manager  
Date: 9/26/22

## TERMS AND CONDITIONS

1. **Exclusive Terms.** Customer and Davey agree that these Terms and Conditions are the sole and exclusive terms and conditions of this Storm and Emergency Services Agreement (the "Agreement"). Any additional or different terms or conditions not contained herein are rejected by the parties, unless agreed to in a writing identified as an amendment to this Agreement and signed by both parties.

2. **Customer.** The term Customer shall include all family members, employees, agents, representatives, contractors, and insurers of the Customer. If Customer is a legal entity, the term Customer shall include all parent, subsidiary, related, and affiliated entities and each of their respective officers, directors, members, owners, employees, agents, representatives, contractors, and insurers.

3. **Limited Scope of Services.** Davey agrees to perform only the services expressly described herein as the Scope of Services. Customer understands and agrees that Davey is not required to perform any services that are not expressly set forth herein as the Scope of Services. Notwithstanding the foregoing, if Davey performs any services in addition to or different from the Scope of Services, additional fees, costs, and charges will apply, and Customer agrees to pay such additional fees, costs, and charges.

4. **Customer's Payment Obligation.** Customer agrees to pay Davey's fee for services and to accept Davey's invoice as submitted. Customer's payment obligation is not conditioned on Customer's receipt of payment or approval from any insurer, government agency, or other third-party. Customer and Davey agree that Davey is not required to submit its invoice in compliance with any third-party's invoice or billing requirements. Nor is Davey required to submit to any Customer or third-party audit of its time cards, invoices, or other records.

5. **Hourly Rates.** Unless other rates are agreed to in a writing identified as an amendment to this Agreement and signed by both parties, Customer agrees to pay for Davey's services at the following hourly rates:

Personnel	Hourly Rate
1000 HP Tub-Grinder: Includes One Operator	\$1,265.00
Skid Steer: Includes One Operator	\$150.00
Tractor with Grapple Bucket: Includes One Operator	\$150.00
Excavator: Includes One Operator	\$325.00
Wheel Loader: Includes One Operator	\$325.00
Crane: Includes One Operator	\$560.00
Bucket Truck: Includes One Operator	\$175.00
Debris Trailer: Operator is Included in Truck Charge below	\$200.00
Truck: Includes One Operator	\$95.00
100-yard Knuckle Boom: Includes One Operator	\$695.00
Sump Grinder: Includes One Operator	\$155.00
Grounds Crew Member:	\$85.00
Additional Operators / Tree Crew Members:	\$135.00
On-Site Project Manager:	\$85.00
Lodging and Per Diem- Daily per Crew Member:	\$165.00
Price per yard of debris to be hauled and disposed of	TBD

6. **Calculation of Hours and Minimum Charge.** Customer understands that Davey personnel may work at the Job Site for twelve (12) to sixteen (16) hours per day. Customer agrees to pay for all Davey personnel time at the Job

Site and for travel to and from. Customer agrees to pay a minimum charge of twelve (12) hours each day for each Davey employee at the Job Site.

7. **Travel Time.** Customer agrees to pay for all time incurred by Davey personnel, at the hourly rates set forth above, to travel to and from the Job Site, transport or dispose of waste from the Job Site, or acquire materials or supplies necessary to complete the Scope of Work at the Job Site. Customer understands that Davey personnel may travel from out of state to respond to an emergency or storm clean-up situation, and Customer agrees to pay for such out-of-state personnel, at the hourly rates set forth above, to travel from their home area to the Job Site and to return to their home area.

8. **Costs.** Customer agrees to pay all costs necessary to complete the Scope of Work at the Job Site, including, but not limited to, all costs to acquire necessary materials, supplies, and services.

9. **Payment.** Davey will provide one or more invoices for the services provided to Customer, and Customer shall pay such invoice(s) in full within sixty (60) days of the invoice date. To the extent permitted by applicable law, any invoice not paid in full within sixty (60) days of the invoice date is subject to a late fee in the amount of 1.5% of the unpaid invoice amount per month until the invoice is paid in full. Customer understands and agrees that the late fee reasonably represents Davey's damage and loss resulting from late payments. In addition, Customer agrees to pay interest on any unpaid invoice amount at the maximum rate allowed by law. If Davey initiates litigation or other collection action against Customer to recover any amount, Customer agrees to pay all litigation or collection costs and expenses, including reasonable attorneys' fees and expert witness fees, incurred by Davey in connection with such litigation or collection action.

10. **Disclaimer of Warranties.** All work performed by Davey under this Agreement is without warranty. Davey disclaims all warranties of any kind, express or implied, including any warranty of merchantability or fitness for any particular purpose. Customer agrees that the services provided by Davey under this Agreement are as is, where is, and with all faults.

11. **Limitation of Liability.** Customer agrees that Davey shall not be liable to Customer for any special, indirect, incidental, or consequential losses, damages, or expenses of any kind, including, but not limited to, any business interruption losses or lost revenue, arising directly or indirectly out of, resulting from, relating to, or in connection with this Agreement, any services performed by Davey, any act or omission by Davey on or near the Job Site or while traveling to or engaged in other activity relating to the Job Site, or any other cause. Customer agrees that, to the extent permitted by law, Davey's total liability to Customer for any and all injuries, accidents, property damage, claims, losses, expenses, or other damages arising out of, resulting from, or in connection with this Agreement, any services performed by Davey, any act or omission by Davey on or near the Job Site or while traveling to or engaged in other activity relating to the Job Site, or any other cause shall not exceed the total amount actually paid to Davey by Customer under this Agreement. \*\*See below for additions/revisions.

12. **Release of Claims Relating to Job Site Conditions.** Customer hereby releases Davey from any and all claims of any kind, including claims for personal injury, death, and property damages, arising from or relating to any condition of the Job Site or any hazard on the Job Site that existed prior to the execution of this Agreement, whether known or unknown, including, but not limited to, any downed power lines, ruptured gas lines, broken utilities, flood water, or damaged structures.

13. **Authority to Grant Access to Job Site.** Customer represents and warrants that Customer has full authority and the legal right to authorize and grant access, and does hereby authorize and grant access, to Davey to enter the Job Site, including all streets, sidewalks, and all surrounding property or areas necessary to gain access to or remove material from the Job Site. Customer understands and agrees that Davey has relied upon such representation and warranty to perform its services under this Agreement.

14. **Force Majeure.** Davey shall not be subject to any liability or damages for delay in performance or non-performance as a result of the storm conditions, fire, flood, ice, natural catastrophe, labor dispute, accident, riot, or other cause, whether or not such event is a "force majeure" as defined in section 768.28, Florida Statutes, or any other statute.

15. **Force Majeure.** Davey shall not be subject to any liability or damages for delay in performance or non-performance as a result of the storm conditions, fire, flood, ice, natural catastrophe, labor dispute, accident, riot,



act of governmental authority, act of God, act of terrorism, or other contingencies and circumstances beyond Davey's control interfering with its performance under this Agreement.

16. **Assignment.** Customer may not assign any of its rights under this Agreement without the prior written consent of Davey. This Agreement does not confer upon any third party any right to claim damages against Davey.

17. **Severability.** If any term of this Agreement is held invalid, illegal, or unenforceable, such term shall be limited to the extent necessary to comply with applicable law and if such limitation is not possible, severed and inoperative, and the remainder of this Agreement shall remain operative and binding on the parties.

18. **Enforcement and Waiver.** Either party's failure to insist upon strict adherence to any provision of this Agreement on any occasion shall not be considered a waiver of the right to insist upon strict adherence to such provision thereafter or to any other provision of this Agreement in any other instance.

19. **Governing Law.** The parties' rights and duties under this Agreement shall be governed by Ohio law, without regard to choice-of-law rules.

20. **Consent to Jurisdiction.** In the event of a dispute arising out of, resulting from, or in connection with this Agreement, the parties hereby consent to the jurisdiction of the courts of the state of Ohio and waive any objection based on improper venue, inconvenient forum, or lack of personal jurisdiction.

\*\*Customer agrees that, to the extent permitted by law, Davey's total liability to Customer for any and all injuries, accidents, property damage, claims, losses, expenses, or other damages arising out of, resulting from, or in connection with this Agreement, any services performed by Davey, any act or omission by Davey on or near the Job Site or while traveling to or engaged in other activity relating to the Job Site, or any other cause shall not exceed its limits of insurance, a certificate of which shall be provided to Customer. Customer shall be listed as an additional insured under all such policies and provided a certificate evidencing such.

The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

(1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, with a liability general aggregate limit of \$5,000,000, and covering at least the following hazards:

(i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

(3) Employer's Liability Coverage with limits of at least \$1,000,000 per accident or disease.

(4) 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 Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

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 for the operations of Contractor performed pursuant to the Agreement. The 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 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.



# AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

NOVEMBER 2022-DRAFT

Project Name	Start Date	End Date	Est. Cost	% Complete	Responsible Party	Comments
Landscaping S. AMB- Phase II	10/2022	TBD	TBD	0%	District	In upcoming fiscal year budget.
Pilot Program- Landscaping	11/2020	10/2022	TBD	TBD	AMD	Delay in getting transformers.
Anthem Parkway Phase 4	12/2020	10/2022	\$2.6M	TBD	AMD	Project underway but waiting for electric.
Anthem Parkway Phase 5	N/A	Public School Start	TBD	TBD	AMD	Design and Permitting underway
Trees Replacement around Milano, Avilla and AMB	10/2022	TBD	TBD	TBD	District	See monthly landscape report.
Signage throughout community	N/A	Letter sent out	N/A	N/A	AMD	Builders have 30 days to remove signage. Only 2 signs on Pope John Paul and Only 2 signs on Ave Maria Blvd allowed.
Parking on District Roads	TBD	TBD	N/A	N/A	AMD/District	Barron Collier CEO meeting with university to find solution.
Town Core Striping	TBD	TBD	TBD	0%	District	Staff authorized to prepare bid package and request proposals.
Asset Management	TBD	TBD	TBD	TBD	AMD/District	

# AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

Reserve Funds (Irrigation and O&M)	TBD	TBD	TBD	TBD	District	
External Projects						
Public School K-5	2023	08/2024			School District	School District took over project
Hospital	TBD	TBD	TBD			AMD has done everything on their end. It is in the hands of the potential Hospital Providers
Ave Maria National Entrance – Speed and Golf Cart Signage	NA	NA	NA			No action recommended at this time. AMD will continue to monitor and further evaluate in master planning.

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

	<b>Oct '21 - Sep 22</b>	<b>FY 21/22 Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
<b>Expenditures</b>				
01-1130 · Payroll Tax Expense	734.40	612.00	122.40	120.0%
01-1131 · Supervisor Fees	9,600.00	8,000.00	1,600.00	120.0%
01-1310 · Engineering	74,577.00	55,000.00	19,577.00	135.6%
01-1311 · Management Fees	70,215.96	70,216.00	-0.04	100.0%
01-1312 · Secretarial Fees	4,500.00	4,500.00	0.00	100.0%
01-1313 · Website Management	2,499.96	2,500.00	-0.04	100.0%
01-1315 · Legal Fees	56,193.06	70,000.00	-13,806.94	80.28%
01-1320 · Audit Fees	18,100.00	13,000.00	5,100.00	139.23%
01-1330 · Arbitrage Rebate Fee	3,900.00	3,250.00	650.00	120.0%
01-1441 · Travel & Lodging	4,743.16	4,000.00	743.16	118.58%
01-1450 · Insurance	35,707.00	11,870.00	23,837.00	300.82%
01-1480 · Legal Advertisements	8,057.70	5,000.00	3,057.70	161.15%
01-1512 · Miscellaneous	7,603.98	4,000.00	3,603.98	190.1%
01-1513 · Postage and Delivery	1,257.50	1,750.00	-492.50	71.86%
01-1514 · Office Supplies	3,742.20	3,500.00	242.20	106.92%
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	33,612.38	27,000.00	6,612.38	124.49%
01-1734 · Continuing Disclosure Fee	10,500.00	9,000.00	1,500.00	116.67%
01-1735 · Assessment Roll	15,000.00	15,000.00	0.00	100.0%
01-1801 · Landscaping - Miscellaneous	6,930.00	30,000.00	-23,070.00	23.1%
01-1808 · Irrigation Repair	204,857.79	95,000.00	109,857.79	215.64%
01-1812 · Storm Cleanup - Other	70,855.00	0.00	70,855.00	100.0%
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	14,612.30	10,000.00	4,612.30	146.12%
01-1816 · Electric-Streetlights,Landscape	108,417.33	85,000.00	23,417.33	127.55%
01-1817 · Maintenance Street Sweeping	0.00	1,000.00	-1,000.00	0.0%
01-1818 · Striping & Traffic Markings	25,857.50	15,000.00	10,857.50	172.38%
01-1819 · Street Light Maintenance	169,280.61	80,000.00	89,280.61	211.6%
01-1820 · Maint Sidewalk/Curb Repairs	111,266.97	70,000.00	41,266.97	158.95%
01-1830 · Maintenance Contracts	670,682.92	630,000.00	40,682.92	106.46%
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	144,513.86	90,000.00	54,513.86	160.57%
01-1834 · Mulch	119,136.60	140,000.00	-20,863.40	85.1%
01-1838 · Water Management & Drain	3,300.00	4,000.00	-700.00	82.5%

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

	<b>Oct '21 - Sep 22</b>	<b>FY 21/22 Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
01-1839 · Entry Feature/Near Well Water	4,943.26	4,500.00	443.26	109.85%
01-1840 · Maintenance Misc. Utilities	2,846.92	0.00	2,846.92	100.0%
01-1841 · Maintenance Irrigation Water	61,300.64	85,000.00	-23,699.36	72.12%
01-1842 · Maint Fountain/Repair	55,285.29	25,000.00	30,285.29	221.14%
01-1843 · Maintenance Rodent Control	7,500.00	8,000.00	-500.00	93.75%
01-1844 · Maint Equipment Repair	18,282.42	6,000.00	12,282.42	304.71%
01-1845 · Maint Signage Repair	30,352.00	10,000.00	20,352.00	303.52%
01-1846 · Maint Storm Drain Cleaning	78,750.75	10,000.00	68,750.75	787.51%
01-1847 · Mnt Drainage/Lke Mnt/Littorals	48,930.04	75,000.00	-26,069.96	65.24%
01-1848 · Maintenance Aerators	0.00	2,000.00	-2,000.00	0.0%
01-1850 · Maint-Preserve Maintenance	49,029.00	60,000.00	-10,971.00	81.72%
01-1853 · Maintenance Small Tools	11,963.13	2,500.00	9,463.13	478.53%
01-1854 · Maint Miscellaneous Repairs	2,225.25	0.00	2,225.25	100.0%
01-1855 · Maint Vehicle Lease/Fuel/Repair	4,984.90	20,000.00	-15,015.10	24.93%
01-1856 · Maint Mosquito Control	389,296.21	400,000.00	-10,703.79	97.32%
01-1858 · Maint Temp EMS/Fire Facility	119,654.44	40,000.00	79,654.44	299.14%
01-1859 · Maint-Administrative Supplies	1,161.78	0.00	1,161.78	100.0%
01-1862 · Maintenance Technicians	115,028.01	110,000.00	5,028.01	104.57%
01-1863 · Maint Base Management Fee	20,857.25	20,000.00	857.25	104.29%
01-1864 · Maintenance Admin Payroll	61,388.74	55,000.00	6,388.74	111.62%
01-1890 · Maint-Reserve Fund	0.00	27,500.00	-27,500.00	0.0%
01-1891 · Maint Contingency	9,600.00	15,000.00	-5,400.00	64.0%
<b>Total Expenditures</b>	<b>3,103,810.21</b>	<b>2,659,698.00</b>	<b>444,112.21</b>	<b>116.7%</b>