



# **AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

## **COLLIER COUNTY REGULAR BOARD MEETING JANUARY 10, 2023 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  
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**AGENDA**  
**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**  
**REGULAR BOARD MEETING**

**January 10, 2023**

**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 1
- E. Establish a Quorum
- F. Additions or Deletions to Agenda
- G. Comments from the Public for Items Not on the Agenda
- H. Approval of Minutes
  - 1. November 1, 2022 Regular Board Meeting Minutes.....Page 2
- I. Old Business
  - 1. Discussion Regarding the National Soft Gate Operation
    - Audience Comments
  - 2. Update on Boundary Amendment Legislation
    - Audience Comments
  - 3. Discussion and Update Regarding Parking Items.....Page 9
    - Audience Comments
  - 4. Update on Builder Signage
    - Audience Comments
  - 5. Update on Veterans Memorial.....Page 18
    - Audience Comments
  - 6. Presentation on Restriping Work
    - a. Consider Resolution No. 2023-01 – Awarding Contract for Restriping.....Page 27
      - Audience Comments
- J. New Business
  - 1. Consider Resolution No. 2023-02 – Adopting Record Retention Policy.....Page 31
    - Audience Comments
  - 2. Discussion Regarding Hampton HOA No Parking Signs.....Page 42
    - Audience Comments
  - 3. Discussion Regarding Traffic Analysis Report Presentation
    - Audience Comments
  - 4. Discussion Regarding Parking Spots at Ave Maria Boulevard and Assisi Avenue.....Page 46
    - Audience Comments

J. Administrative Matters

1. Legal Report

2. Engineer Report

3. Manager's Report

a. AMSCD Projects Update.....Page 47

b. Financials.....Page 49

K. Board Members Comments

L. Adjourn

## Miscellaneous Notices



Published in Naples Daily News on December 30, 2022

### Location

Collier County,

### Notice Text

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT NOTICE OF REGULAR BOARD MEETING The Board of Supervisors (the "Board") of the Ave Maria Stewardship Community District (the "District") will hold a Regular Board Meeting ("Meeting") at 6:00 p.m. on January 10, 2023, in the Ave Maria Master Association located at 5080 Annunciation Circle, Unit 101, Ave Maria, Florida 34142, and will also hold the Meeting utilizing communications media technology through the following login information: Join by URL for VIDEO ACCESS at: <https://us02web.zoom.us/j/84351784590> Meeting ID: 843 5178 4590 Join by PHONE at: 1-929-436-2866 Meeting ID: 843 5178 4590 The purpose of the Meeting is for the Board to address District related items as noted on the Agenda. At such time the Board is so authorized and may consider any business that may properly come before it. A copy of the agenda may be obtained at the offices of the District Manager, Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (561) 630-4922, during normal business hours, or by visiting the District's website at [www.avemariastewardshipcd.org](http://www.avemariastewardshipcd.org) seven (7) days prior to the meeting date. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY)/1-800-955-8770 (Voice), for aid in contacting the District Manager's office. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. AVE MARIA STEWARDSHIP COMMUNITY DISTRICT [www.avemariastewardshipcd.org](http://www.avemariastewardshipcd.org) PUBLISH: NAPLES DAILY NEWS 12/30/22

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

or

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

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

**NOVEMBER 1, 2022**

**A. CALL TO ORDER**

The November 1, 2022, Regular Board Meeting of the Ave Maria Stewardship Community District (the “District”) was called to order at 6:07 p.m. in the Ave Maria Master Association located at 5080 Annunciation Circle, Unit 101, Ave Maria, Florida 34142. The meeting was also available via the Zoom information indicated above.

**B. PLEDGE OF ALLEGIANCE**

**C. INVOCATION**

Mr. Peek 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 October 5 and October 12, 2022, as legally required.

**E. SEAT NEW BOARD MEMBER**

Mr. Jay Roth was seated to vacant seat No. 4.

**F. ADMINISTER OATHS OF OFFICE**

Mr. Karmeris, a notary public of the state of Florida, administered the Oath of Office to Mr. Roth.

**G. REVIEW BOARD MEMBERS RESPONSIBILITIES AND DUTIES**

**H. 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  | Absent  |

District Staff in attendance were:

|                      |                          |                                 |
|----------------------|--------------------------|---------------------------------|
| District Manager     | Andrew Karmeris          | Special District Services, Inc. |
| District Manager     | Todd Wodraska (via Zoom) | Special District Services, Inc. |
| General Counsel      | Alyssa Willson           | Kutak Rock, LLP                 |
| District Engineer    | Ted Tryka                | Agnoli Barber & Brundage, Inc.  |
| Owner Representative | David Genson             | Barron Collier Companies        |

Also present were the following:

Kim Twiss, Donnie Diaz, Roger Echols, Commissioner McDaniel and the following Ave Maria residents: Jim Wetzell, Ronnie Lambotte, Carlos Marion Landais, Bea and Dave Sanford.

There were also others present via Zoom.

**I. CONSIDER RESOLUTION NO. 2022-26 – CERTIFYING RESULTS OF THE LANDOWNERS’ ELECTION**

**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**

A **motion** was made by Mr. DiFlorio, seconded by Mr. Sonalia and passed unanimously certifying the results of the Landowners’ Election.

**J. CONSIDER RESOLUTION NO. 2022-27 – ELECTION OF OFFICERS**

**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**

A **motion** was made by Mr. DiFlorio, seconded by Mr. Sonalia and passed unanimously electing the following slate of officers:

|                                |               |
|--------------------------------|---------------|
| Chairman:                      | Thomas Peek   |
| Vice chairman:                 | Jay Roth      |
| Secretary:                     | Jeff Sonalia  |
| Secretary:                     | Tom DiFlorio  |
| Secretary:                     | Robb Klucik   |
| Assistant Secretary/Treasurer: | Todd Wodraska |

Assistant Secretary/Treasurer: Andrew Karmeris

**K. ADDITIONS OR DELETIONS TO THE AGENDA**

There were no additions or deletions to the agenda.

**L. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

David Sanford, a resident of Ave Maria, had a question about the signage in the community. Mr. Peek informed Mr. Sanford that signage was on the agenda under the project's list and would be addressed at that time.

**M. APPROVAL OF MINUTES**

**1. September 13, 2022, Regular Board Meeting & Public Hearing Minutes**

The minutes of the September 13, 2022, Regular Board Meeting & Public Hearing were presented for consideration.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving the minutes of the September 13, 2022, Regular Board Meeting & Public Hearing.

**N. OLD BUSINESS**

**1. Discussion and Update Regarding Parking Items**

Mr. Genson addressed the semi truck and trailer parking situation. He informed the Board that District Counsel is drafting an agreement with the university to use the old EMS site for parking large vehicles like semi truck and trailers.

A resident asked if anyone can park whatever, wherever in Ave Maria? Ms. Willson informed the resident that Collier county has taken the position that they cannot enforce parking restrictions on District roads and the District does not have enforcement powers. Ms. Sanford, a district resident, asked who owns all these semi trucks parking on the street? Mr. Genson answered that the trucks are owned by district residents. District resident Jim Wetzel asked why action takes so long and explained that he is in the process of leasing a property offsite for this purpose. Commissioner McDaniel then addressed the residents regarding the topic and fielded some questions.

Mr. Genson then addressed the signage questions and informed the Board as well as the residents in attendance that a plan for signage was made and that changes would begin to be seen around the community.

**O. NEW BUSINESS**

**1. Consider Resolution No. 2022-25 – Adopting Construction Protocols**

Ms. Willson presented.

**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.**

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving the Construction Protocols as presented.

**2. Consider Resolution No. 2022-28 – Adopting a Fiscal Year 2021/2022 Amended Budget**

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

A **motion** was made by Mr. DiFlorio, seconded by Mr. Roth and passed unanimously approving Resolution No. 2022-28 – Adopting a Fiscal year 2021/2022 Amended Budget, as presented.

**3. Consider Resolution No. 2022-29 – Adopting a Fiscal Year 2021/2022 Amended Budget for Master Irrigation Utility System**

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

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving Resolution No. 2022-29 – Adopting a Fiscal year 2021/2022 Amended Budget for Master Irrigation Utility System, as presented.

**4. Consider Approval of Perpetual Access and Maintenance Easement Agreement**

Mr. Willson presented.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving the Perpetual Access and Maintenance Easement Agreement in substantial form.

**5. Consider Ratification of Change Order**

Mr. Willson presented.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Roth and passed unanimously ratifying the Earthtech change order, as presented. .

**6. Consider Ratification of Emergency Procurement for Storm Cleanup**

Ms. Willson presented.



A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving the Ratification of Emergency Procurement for Storm Cleanup agreement, as presented.

**P. ADMINISTRATIVE MATTERS**

**1. Legal Report**

Ms. Willson had nothing further to report.

**2. Engineer's Report**

Mr. Tryka addressed the fire hydrant code at a few locations around Ave Maria. Mr. Peek asked Mr. Tryka to investigate further and bring what he finds back to the Board at a later date.

**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.

**Q. BOARD MEMBER COMMENTS**

Mr. DiFlorio wished everyone a Happy Thanksgiving.

**M. ADJOURNMENT**

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 7:06 p.m. by Chairman Peek. There were no objections.

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**Secretary/Assistant Secretary**

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**Chair/Vice-Chairman**

# AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

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

**MEMORANDUM**

**TO:** Andrew Karmeris

**FROM:** Alyssa C. Willson

**DATE:** January 2, 2023

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

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

*District Statutory Authorization to Tow from District Property*

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

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

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

January 2, 2023

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

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

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

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

.....

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

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

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<sup>1</sup> Collier County's website lists the total county population as 375,752 (2020).

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

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

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

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

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

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

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

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

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

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## RESOLUTION 2023-

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

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

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

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

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

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

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

**PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

ATTEST:

**AVE MARIA STEWARDSHIP  
COMMUNITY DISTRICT**

January 2, 2023  
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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors

**EXHIBIT A:** Rules Relating to Overnight Parking and Parking Enforcement



## EXHIBIT A

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

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

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

#### **SECTION 2. DEFINITIONS.**

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

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

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

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

**SECTION 5. TOWING/REMOVAL PROCEDURES.**

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

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

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

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

## **EXHIBIT A – *Tow Away Zone***

Effective date: \_\_\_\_\_, 2023

January 2, 2023

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## **EXHIBIT A TOW AWAY ZONE**

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

THIS LICENSE AGREEMENT ("License Agreement") is made and entered into this 25<sup>th</sup>  
day of July, 2022, by and between:

**Ave Maria Stewardship Community District**, a local unit of special-purpose government established pursuant to Chapter 2004-461, Laws of Florida and located in Collier County, whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"), and

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

**RECITALS**

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

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

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

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

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

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

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



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

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

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

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

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

4. **EFFECTIVE DATE; TERM.** This License Agreement shall become effective upon Licensee's presentation to and confirmation by District Manager and District Engineer of Memorial construction and installation proposal, demonstration of full funding of same, and that all applicable permits have been obtained. This License Agreement shall continue in full force and effect until revoked or terminated earlier in accordance with Section 5, herein.

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

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

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



expense, unless otherwise agreed, in writing, by the District. The provisions of this Section 7 shall survive termination of this License Agreement.

**8. INDEMNIFICATION.**

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

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

**C.** The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this License Agreement, at law, or in equity. The provisions of this Section 8 shall survive the termination or expiration of this License Agreement. Licensee further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute.

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

|  |                         |
|--|-------------------------|
| Workers Compensation                           | statutory               |
| General Liability                              |                         |
| <i>Bodily Injury (including contractual)</i>   | \$1,000,000/\$2,000,000 |
| <i>Property Damage (including contractual)</i> | \$1,000,000/\$2,000,000 |

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

**10. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.



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

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

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

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

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

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

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

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

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



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

Except as otherwise provided in this License Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this License Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Licensee may deliver Notice on behalf of the District and the Licensee. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

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

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



**IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-630-4922, AKARMERIS@SDSINC.COM, 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 336410.**

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

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

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

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

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

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

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

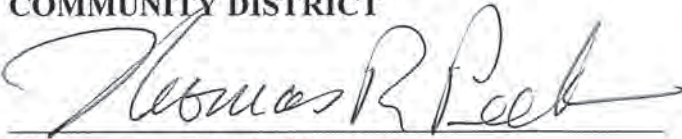
*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

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

Attest:

  
Secretary / Assistant Secretary

**AVE MARIA STEWARDSHIP  
COMMUNITY DISTRICT**

  
Chairperson, Board of Supervisors

Witness

  
Signature

CAROL DIFLORIO  
Print Name of Witness

**AVE MARIA VETERANS  
ASSOCIATION INCORPORATED**

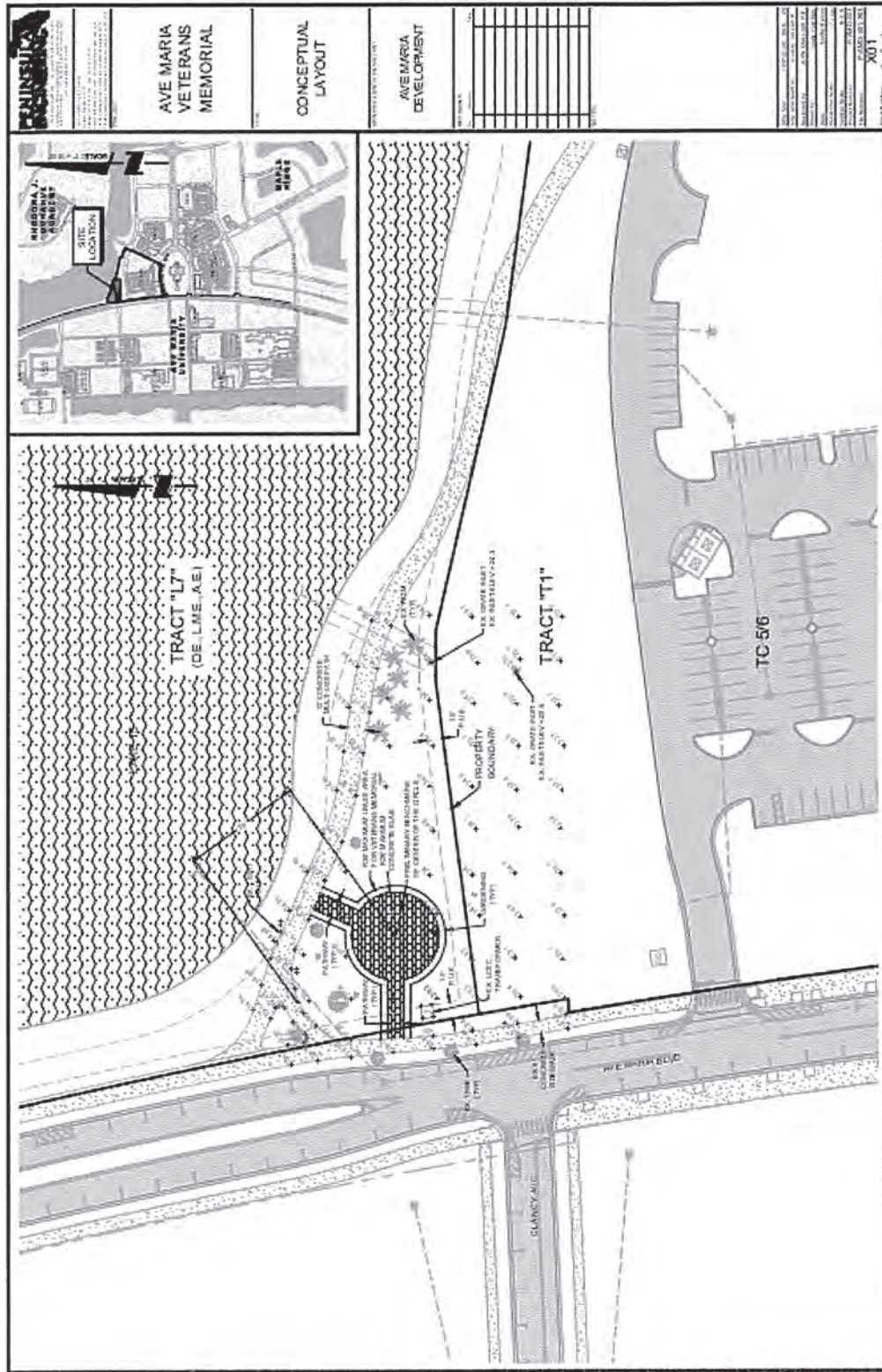


By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A:** Memorial



## Memorial



## **RESOLUTION 2023-01**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT REGARDING THE AWARD OF A PROFESSIONAL ROADWAY AND PARKING LOT RESTRIPING SERVICES CONTRACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Ave Maria Stewardship Community District (the “District”) a local unit of special-purpose government established pursuant to Chapter 2004-461, Laws of Florida, and located in Collier County, Florida, has requested proposals for professional roadway and parking lot restriping services (the “Services”); and

**WHEREAS**, the District has received proposals from \_\_\_\_\_ (\_\_) contractors interested in providing the Services; and

**WHEREAS**, after review and consideration of the proposals received by the District, District Staff has recommended to negotiate an agreement with \_\_\_\_\_; and

**WHEREAS**, the Board hereby determines its intent to award the contract for Services to \_\_\_\_\_.

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

**SECTION 1.** All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

**SECTION 2.** The response of \_\_\_\_\_, is the response which best serves the interests of the District.

**SECTION 3.** It is the intent of the District’s Board to award \_\_\_\_\_ a contract for the Services.

**SECTION 4.** Notice of this award shall be given to all proposers in accordance with the District’s Rules of Procedure. The District’s Chairperson and Vice Chairperson, members of the Board and staff of the District are hereby authorized to take such further actions as are necessary to ensure the expeditious execution of a contract for the Services.

**SECTION 5.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 6.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of January 2023.

ATTEST:

**AVE MARIA STEWARDSHIP  
COMMUNITY DISTRICT**

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Secretary / Assistant Secretary

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Chairperson, Board of Supervisors



**Professional Engineers, Planners & Land Surveyors**

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

Phone (239)597-3111

Fax: (239)566-2203

**MEMORANDUM**

**Date:** January 9, 2023  
**Project:** Ave Maria Town Core Re-Striping and National Flashing Signs  
**Subject:** Bid Results and Recommendation of Award of Contract  
**From:** Edward F. Tryka III, PE, District Engineer  
**To:** Andrew Karmeris, District Manager

Bids for the referenced project were received on January 6, 2023, from Diversified Services Group L.L.C., and Quality Enterprises, Inc. Coastal Concrete Products, LLC, dba Coastal Site Development and Douglas N. Higgins, Inc. did not submit a bid. The results of the bids are as follows:

|                                   |              |
|-----------------------------------|--------------|
| Quality Enterprises, Inc.         | \$166,378.59 |
| Diversified Services Group L.L.C. | \$189,237.60 |

The bid comparison spreadsheet is attached for reference.

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

Based upon our review of the bids received for the above-listed project it is our recommendation to the Board that it finds Quality Enterprises, Inc. the lowest responsive bid submitted by a responsive bidder for the project. In accordance with District Rule of Procedure 3.5, the lowest responsive bid submitted by a responsive and responsible bidder in response to an Invitation to Bid shall be accepted.

We are not aware of any outstanding issues or problems with Quality Enterprises, Inc. that would prevent us from recommending their selection as the lowest responsive bid submitted by a responsive and responsible bidder.

Agnoli, Barber & Brundage, Inc. looks forward to working successfully with the selected bidder on this project.



Agnoli, Barber & Brundage, Inc  
Bid Comparison vs. Engineer's Opinion of Probable Cost  
January 6, 2023  
**AVE MARIA TOWN CORE RE-STRIPING IMPROVEMENTS**  
**(Roadway and Parking Lots)**  
**NATIONAL FLASHING GOLF CART SIGNS**

| Item No.                                | Description   | Unit  | Quantity | DSG<br>Unit<br>Cost | DSG<br>Total<br>Cost | QE<br>Unit<br>Cost | QE<br>Total<br>Cost | EOPC<br>Unit<br>Cost | EOPC<br>Total<br>Cost |
|---|---|-------|----------|---------------------|----------------------|--------------------|---------------------|----------------------|-----------------------|
| 1                                       | MOBILIZATION  | LS    | 1        | \$15,000.00         | \$15,000.00          | \$6,750.00         | \$6,750.00          | \$4,000.00           | \$4,000.00            |
| 2                                       | MAINTENANCE OF TRAFFIC                                      | LS    | 1        | \$3,500.00          | \$3,500.00           | \$1,350.00         | \$1,350.00          | \$2,000.00           | \$2,000.00            |
| 3                                       | THERMOPLASTIC (STANDARD)(WHITE)(SOLID)(6")                  | LF    | 7,194    | \$1.95              | \$14,028.30          | \$2.03             | \$14,567.85         | \$1.25               | \$8,992.50            |
| 4                                       | THERMOPLASTIC (STANDARD)(YELLOW)(SOLID)(6")                 | LF    | 14,075   | \$1.95              | \$27,446.25          | \$2.03             | \$28,501.88         | \$1.25               | \$17,593.75           |
| 5                                       | THERMOPLASTIC (STANDARD)(BLUE)(SOLID)(6")                   | LF    | 192      | \$13.00             | \$2,496.00           | \$13.50            | \$2,592.00          | \$2.25               | \$432.00              |
| 6                                       | THERMOPLASTIC (STANDARD)(WHITE)(SOLID)(8")                  | LF    | 2,479    | \$2.45              | \$6,073.55           | \$2.36             | \$5,856.64          | \$3.00               | \$7,437.00            |
| 7                                       | THERMOPLASTIC (STANDARD)(WHITE)(SOLID)(12")                 | LF    | 3,336    | \$5.25              | \$17,514.00          | \$5.06             | \$16,888.50         | \$4.00               | \$13,344.00           |
| 8                                       | THERMOPLASTIC (STANDARD)(WHITE)(SOLID)(18")                 | LF    | 2,313    | \$5.75              | \$13,299.75          | \$5.74             | \$13,270.84         | \$5.50               | \$12,721.50           |
| 9                                       | THERMOPLASTIC (STANDARD)(YELLOW)(SOLID)(18")                | LF    | 124      | \$6.00              | \$744.00             | \$5.74             | \$711.45            | \$5.50               | \$682.00              |
| 10                                      | THERMOPLASTIC (STANDARD)(WHITE)(SOLID)(24")                 | LF    | 1,125    | \$6.45              | \$7,256.25           | \$7.09             | \$7,973.44          | \$6.75               | \$7,593.75            |
| 11                                      | THERMOPLASTIC (STANDARD)(WHITE)(YIELD LINE "SHARK TEETH")   | LF    | 71       | \$19.00             | \$1,349.00           | \$20.25            | \$1,437.75          | \$40.00              | \$2,840.00            |
| 12                                      | THERMOPLASTIC (STANDARD)(WHITE)(SOLID)(MESSAGE)(STOP)       | EA    | 3        | \$150.00            | \$450.00             | \$168.75           | \$506.25            | \$220.00             | \$660.00              |
| 13                                      | THERMOPLASTIC (STANDARD)(WHITE)(SOLID)(MESSAGE)(GOLF CARTS) | EA    | 13       | \$700.00            | \$9,100.00           | \$675.00           | \$8,775.00          | \$220.00             | \$2,860.00            |
| 14                                      | REFLECTIVE PAVMENT MARKERS (RPMs)                           | EA    | 414      | \$5.75              | \$2,380.50           | \$6.75             | \$2,794.50          | \$5.00               | \$2,070.00            |
| 15                                      | ROADWAY STRIPING ALLOWANCE                                  | FIXED | 1        | \$8,000.00          | \$8,000.00           | \$8,000.00         | \$8,000.00          | \$8,000.00           | \$8,000.00            |
| ROADWAY RE-STRIPING TOTAL               |   |       |          |                     | \$128,637.60         |                    | \$119,976.09        |                      | \$91,226.50           |
| 32                                      | MOBILIZATION  | LS    | 1        | \$3,000.00          | \$3,000.00           | \$2,700.00         | \$2,700.00          | \$2,000.00           | \$2,000.00            |
| 33                                      | MAINTENANCE OF TRAFFIC                                      | LS    | 1        | \$2,800.00          | \$2,800.00           | \$1,350.00         | \$1,350.00          | \$1,000.00           | \$1,000.00            |
| 34                                      | RAPID FLASHING BEACON SINGLE POST SIGN                      | AS    | 2        | \$21,500.00         | \$43,000.00          | \$19,237.50        | \$38,475.00         | \$12,000.00          | \$24,000.00           |
| 35                                      | SINGLE POST SIGN  | AS    | 1        | \$8,050.00          | \$8,050.00           | \$472.50           | \$472.50            | \$425.00             | \$425.00              |
| 35                                      | SINGLE POST SIGN - REMOVE                                   | EA    | 3        | \$250.00            | \$750.00             | \$135.00           | \$405.00            | \$100.00             | \$300.00              |
| 36                                      | NATIONAL FLASHING GOLF CART SIGNS ALLOWANCE                 | FIXED | 1        | \$3,000.00          | \$3,000.00           | \$3,000.00         | \$3,000.00          | \$3,000.00           | \$3,000.00            |
| NATIONAL FLASHING GOLF CART SIGNS TOTAL |   |       |          |                     | \$60,600.00          |                    | \$46,402.50         |                      | \$30,725.00           |
|   | OVERALL PROJECTS TOTAL                                      |       |          |                     | \$189,237.60         |                    | \$166,378.59        |                      | \$121,951.50          |

## MEMORANDUM

TO: AVE MARIA STEWARDSHIP COMMUNITY DISTRICT BOARD OF SUPERVISORS

FROM: ALYSSA WILLSON

DATE: JANUARY 10, 2023

RE: PUBLIC RECORDS RETENTION

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The purpose of this memorandum and attached resolutions are to update and/or establish the District's Records Retention Policy, including to reflect management of transitory messages and establishment that the electronic record is considered the official record.

The District essentially has two options to ensure compliance with applicable Records Retention laws.

First, the District can adopt the Florida Records Retention Schedules modified to ensure the District is also retaining the records required by federal law and the trust indenture. This option allows for the timely destruction of records while ensuring that the District's policy is in compliance with state and federal laws. Kutak Rock has prepared a resolution that implements this option, and it is attached hereto as **Option 1**.

Second, a District can adopt the Florida Records Retention Schedules as written and adopt a policy that states that the District will not be destroying any records at this point in time, with the exception of Transitory Messages. Kutak Rock has prepared a resolution that implements this option, and it is attached hereto as **Option 2**.

It is important to note that the District could change its Records Retention policy at a later date so long as the District's amendment was consistent with the notice and hearing provisions found in Chapter 2004-461, Laws of Florida.

# OPTION 1

## **RESOLUTION 2023-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; AND PROVIDING FOR SEVERABILITY AND 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”), being situated in Collier County, Florida; and

**WHEREAS**, the Act authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (“Records Management Liaison Officer”); and

**WHEREAS**, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

**WHEREAS**, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian; and

**WHEREAS**, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

**WHEREAS**, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (the “Policy”) for immediate use and application; and

**WHEREAS**, the District desires to provide for future amendment of the Records Retention Policy.

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

**SECTION 1.** The District hereby authorizes the District’s records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District’s records custodian, shall each have the individual power to remove the Records Management Liaison Officer at any time for any reason.

Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

**SECTION 2.** The duties of the Records Management Liaison Officer shall include the following:

- A.** Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
- B.** Coordinate the District's records inventory;
- C.** Maintain records retention and disposition forms;
- D.** Coordinate District records management training;
- E.** Develop records management procedures consistent with the attached Records Retention Policy, as amended;
- F.** Participate in the development of the District's development of electronic record keeping systems;
- G.** Submit annual compliance statements;
- H.** Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I.** Such other duties as may be assigned by the Board or the District's records custodian in the future.

**SECTION 3.** The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District will retain certain records longer than required by the General Records Schedules established by the Division as set forth in **Exhibit A**. To the extent the above statute, rules or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment shall not reduce the retention times set forth in **Exhibit A**. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

**SECTION 4.** In accordance with section 668.50, Florida Statutes, and section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any applicable statute, rule or ordinance.

**SECTION 5.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 6.** This resolution shall become effective upon its passage; shall replace, supplant, and supersede any prior policy or resolution of the District regarding records retention; and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of January, 2023.

ATTEST:

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

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Secretary / Assistant Secretary

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Chairperson, Board of Supervisors

**Exhibit A:** District Amendments to General Records Schedules Established by the Division

## **Exhibit A**

### **District Amendments to General Records Schedules established by the Division**

#### **ADVERTISEMENTS: LEGAL (Item #25)**

The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to proceedings under uniform method of collection of debt assessments permanently. The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to the levy of assessments securing bonds for five (5) fiscal years provided applicable audits have been released, or until three (3) calendar years after related bonds are redeemed, whichever is later.

#### **AUDITS: INDEPENDENT (Item #56)**

The District shall retain the record copy of independent audits for ten (10) fiscal years or until three (3) calendar years after all related bonds are redeemed, whichever is later.

#### **DISBURSEMENT RECORDS: DETAIL (Item #340)**

The District shall retain the record copy of disbursement records relating to the use of bonds for five (5) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

#### **DISBURSEMENT RECORDS: SUMMARY (Item #341)**

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

#### **FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (Item #107)**

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

#### **INCIDENT REPORT FILES (Item #241)**

The District shall retain incident reports for five (5) anniversary years from the date of the incident.

#### **MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS (Item #4)**

The District shall retain audio recordings of board of supervisor meetings for five (5) calendar years after adoption of the official minutes.

#### **PROJECT FILES: CAPITAL IMPROVEMENT (Item #136)**

The District shall retain the record copy of project files for projects funded with bonds for ten (10) fiscal years after completion of the project provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

#### **REAL PROPERTY RECORDS: CONDEMNATION/DEMOLITION (Item #364)**

The District shall retain the record copy of project files for condemnation/demolition projects funded with bonds for five (5) anniversary years after final action or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

#### **REAL PROPERTY RECORDS: PROPERTY ACQUIRED (Item #172)**

The District shall retain the record copy of documents related to property acquisitions funded with bonds for three (3) fiscal years after final disposition of the property provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

# **OPTION 2**



## **RESOLUTION 2023-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; AND PROVIDING FOR SEVERABILITY AND 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 in Collier County, Florida; and

**WHEREAS**, the Act authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (“Records Management Liaison Officer”); and

**WHEREAS**, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

**WHEREAS**, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian; and

**WHEREAS**, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

**WHEREAS**, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (the “Policy”) for immediate use and application; and

**WHEREAS**, the District desires to provide for future amendment of the Records Retention Policy.

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

**SECTION 1.** The District hereby authorizes the District’s records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District’s records custodian, shall each have the individual power to remove the Records Management Liaison Officer at any time for any reason.

Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

**SECTION 2.** The duties of the Records Management Liaison Officer shall include, but not be limited to, the following:

- A.** Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
- B.** Coordinate the District's records inventory;
- C.** Maintain records retention and disposition forms;
- D.** Coordinate District records management training;
- E.** Develop records management procedures consistent with the attached Records Retention Policy, as amended;
- F.** Participate in the District's development of electronic record keeping systems.
- G.** Submit annual compliance statements;
- H.** Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I.** Such other duties as may be assigned by the Board or the District's records custodian in the future.

**SECTION 3.** The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District hereby extends the minimum retention guidelines contained in the General Records Schedules so that the District will retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same. Notwithstanding the foregoing, the District shall only retain Transitory Messages until the Transitory Message is obsolete, superseded or administrative value is lost in accordance with *the General Records Schedule for State and Local Government Agencies, Item #146*, as incorporated by reference in Rule 1B-24.003(1)(a), Florida Administrative Code. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic change does not permit the disposition of District records without further action of the Board. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

**SECTION 4.** In accordance with section 668.50, Florida Statutes, and section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any applicable statute, rule or ordinance.

**SECTION 5.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 6.** This resolution shall become effective upon its passage; shall replace, supplant, and supersede any prior policy or resolution of the District regarding records retention; and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of January, 2023.

ATTEST:

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

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Secretary / Assistant Secretary

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Chairperson, Board of Supervisors

**Composite Exhibit A:** General Records Schedules, GS1-SL and GS3

**Composite Exhibit A**

**General Records Schedules Established by the Division (GS1-SL and GS3)**

*[attach, if Option 2 adopted]*







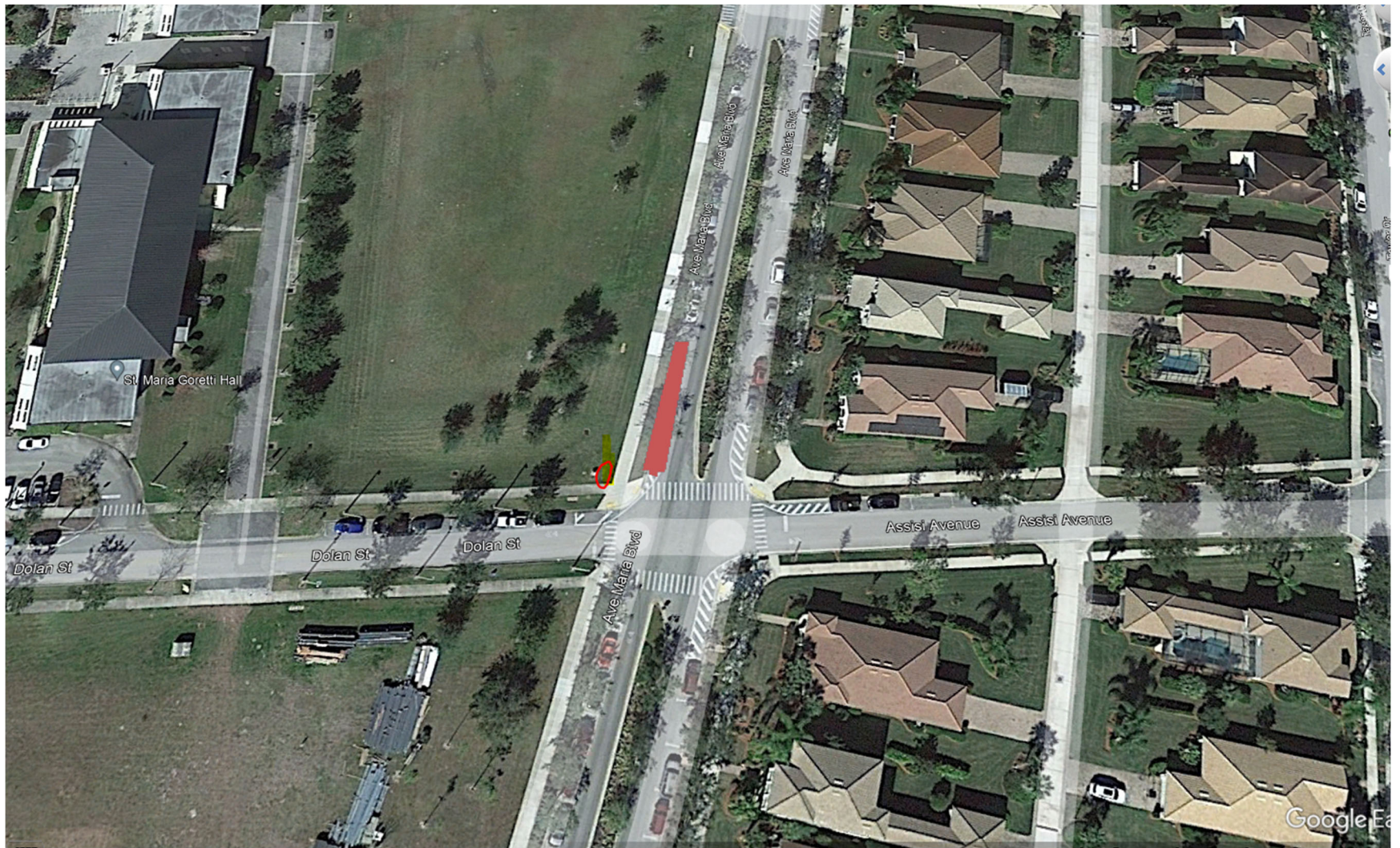












# AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

## JANUARY 2023-DRAFT

| Project Name                                    | Start Date                   | End Date            | Est. Cost | % Complete | Responsible Party | Comments  |
|---|------------------------------|---------------------|-----------|------------|-------------------|---|
| Landscaping S. AMB- Phase II                    | 2022                         | TBD                 | TBD       | 0%         | District          | In current year operating budget.   |
| Anthem Parkway Phase 4                          | 12/2020                      | 12/2022             | \$2.6M    | TBD        | AMD               | Project underway, damaged pipe and issues discovered but being addressed. |
| Anthem Parkway Phase 5                          | 4 <sup>th</sup> Quarter 2022 | 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                          | 01/2023             | N/A       | N/A        | AMD               | Under discussion and plans to implement by season (January 2023)          |
| Parking on District Roads                       | TBD                          | TBD                 | N/A       | N/A        | AMD/District      | Lease agreement for old EMS site being prepared.                          |
| Town Core Striping and Flashing Signs           | TBD                          | TBD                 | TBD       | 0%         | District          | Staff authorized to prepare bid package and request proposals.            |
| Asset Management                                | TBD                          | TBD                 | TBD       | TBD        | AMD/District      | Crews will be GPS tagging all District Assets                             |
| Reserve Funds (Irrigation and O&M)              | TBD                          | TBD                 | TBD       | TBD        | District          | Placeholder   |

# AVE MARIA STEWARDSHIP COMMUNITY 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 through November 2022**

|  | <b>Oct - Nov 22</b> | <b>FY 22/23 Budget</b> | <b>\$ Over Budget</b> | <b>% of Budget</b> |
|--|---------------------|------------------------|-----------------------|--------------------|
| <b>Expenditures</b>                                |                     |                        |                       |                    |
| <b>01-1130 · Payroll Tax Expense</b>               | 45.90               | 612.00                 | -566.10               | 7.5%               |
| <b>01-1131 · Supervisor Fees</b>                   | 600.00              | 8,000.00               | -7,400.00             | 7.5%               |
| <b>01-1310 · Engineering</b>                       | 9,531.50            | 55,000.00              | -45,468.50            | 17.33%             |
| <b>01-1311 · Management Fees</b>                   | 12,452.66           | 84,000.00              | -71,547.34            | 14.83%             |
| <b>01-1313 · Website Management</b>                | 416.66              | 2,500.00               | -2,083.34             | 16.67%             |
| <b>01-1315 · Legal Fees</b>                        | 10,222.96           | 75,000.00              | -64,777.04            | 13.63%             |
| <b>01-1320 · Audit Fees</b>                        | 0.00                | 18,100.00              | -18,100.00            | 0.0%               |
| <b>01-1330 · Arbitrage Rebate Fee</b>              | 0.00                | 3,250.00               | -3,250.00             | 0.0%               |
| <b>01-1441 · Travel &amp; Lodging</b>              | 181.25              | 4,000.00               | -3,818.75             | 4.53%              |
| <b>01-1450 · Insurance</b>                         | 39,517.00           | 37,000.00              | 2,517.00              | 106.8%             |
| <b>01-1480 · Legal Advertisements</b>              | 952.00              | 8,000.00               | -7,048.00             | 11.9%              |
| <b>01-1512 · Miscellaneous</b>                     | 70.55               | 6,000.00               | -5,929.45             | 1.18%              |
| <b>01-1513 · Postage and Delivery</b>              | 82.78               | 2,000.00               | -1,917.22             | 4.14%              |
| <b>01-1514 · Office Supplies</b>                   | 686.80              | 3,500.00               | -2,813.20             | 19.62%             |
| <b>01-1540 · Dues, License &amp; Subscriptions</b> | 175.00              | 500.00                 | -325.00               | 35.0%              |
| <b>01-1541 · Misc Filing, Notices, etc.</b>        | 0.00                | 500.00                 | -500.00               | 0.0%               |
| <b>01-1733 · Trustee Fees</b>                      | 3,950.00            | 35,000.00              | -31,050.00            | 11.29%             |
| <b>01-1734 · Continuing Disclosure Fee</b>         | 0.00                | 12,000.00              | -12,000.00            | 0.0%               |
| <b>01-1735 · Assessment Roll</b>                   | 0.00                | 15,000.00              | -15,000.00            | 0.0%               |
| <b>01-1801 · Landscaping - Miscellaneous</b>       | 525.00              | 30,000.00              | -29,475.00            | 1.75%              |
| <b>01-1808 · Irrigation Repair</b>                 | 19,229.47           | 95,000.00              | -75,770.53            | 20.24%             |
| <b>01-1813 · Storm Cleanup - Electric</b>          | 0.00                | 25,000.00              | -25,000.00            | 0.0%               |
| <b>01-1814 · Storm Cleanup</b>                     | 0.00                | 25,000.00              | -25,000.00            | 0.0%               |
| <b>01-1815 · Miscellaneous Maintenance</b>         | 0.00                | 50,000.00              | -50,000.00            | 0.0%               |
| <b>01-1816 · Electric-Streetlights,Landscape</b>   | 9,190.35            | 85,000.00              | -75,809.65            | 10.81%             |
| <b>01-1817 · Maintenance Street Sweeping</b>       | 0.00                | 1,000.00               | -1,000.00             | 0.0%               |
| <b>01-1818 · Striping &amp; Traffic Markings</b>   | 0.00                | 100,000.00             | -100,000.00           | 0.0%               |
| <b>01-1819 · Street Light Maintenance</b>          | 19,774.61           | 110,000.00             | -90,225.39            | 17.98%             |
| <b>01-1820 · Maint Sidewalk/Curb Repairs</b>       | 8,404.05            | 150,000.00             | -141,595.95           | 5.6%               |



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

|   | <b>Oct - Nov 22</b> | <b>FY 22/23 Budget</b> | <b>\$ Over Budget</b> | <b>% of Budget</b> |
|---|---------------------|------------------------|-----------------------|--------------------|
| 01-1830 · Maintenance Contracts           | 111,316.66          | 630,000.00             | -518,683.34           | 17.67%             |
| 01-1831 · Tree Trimming                   | 0.00                | 146,000.00             | -146,000.00           | 0.0%               |
| 01-1832 · Storm Cleanup - Landscaping     | 56,919.67           | 25,000.00              | 31,919.67             | 227.68%            |
| 01-1833 · Plant Replacement               | 35,726.20           | 90,000.00              | -54,273.80            | 39.7%              |
| 01-1834 · Mulch                           | 0.00                | 140,000.00             | -140,000.00           | 0.0%               |
| 01-1838 · Water Management & Drain        | 300.00              | 4,000.00               | -3,700.00             | 7.5%               |
| 01-1839 · Entry Feature/Near Well Water   | 726.65              | 4,500.00               | -3,773.35             | 16.15%             |
| 01-1840 · Maintenance Misc. Utilities     | 8.60                |                        |                       |                    |
| 01-1841 · Maintenance Irrigation Water    | 6,681.81            | 85,000.00              | -78,318.19            | 7.86%              |
| 01-1842 · Maint Fountain/Repair           | 2,984.42            | 25,000.00              | -22,015.58            | 11.94%             |
| 01-1843 · Maintenance Rodent Control      | 225.00              | 8,000.00               | -7,775.00             | 2.81%              |
| 01-1844 · Maint Equipment Repair          | 2,307.81            | 8,000.00               | -5,692.19             | 28.85%             |
| 01-1845 · Maint Signage Repair            | 0.00                | 15,000.00              | -15,000.00            | 0.0%               |
| 01-1846 · Maint Storm Drain Cleaning      | 0.00                | 50,000.00              | -50,000.00            | 0.0%               |
| 01-1847 · Mnt Drainage/Lke Mnt/Littorals  | 9,618.00            | 75,000.00              | -65,382.00            | 12.82%             |
| 01-1848 · Maintenance Aerators            | 0.00                | 2,000.00               | -2,000.00             | 0.0%               |
| 01-1850 · Maint-Preserve Maintenance      | 20,555.00           | 60,000.00              | -39,445.00            | 34.26%             |
| 01-1853 · Maintenance Small Tools         | 412.54              | 3,500.00               | -3,087.46             | 11.79%             |
| 01-1855 · Maint Vehicle Lease/Fuel/Repair | 13,989.48           | 20,000.00              | -6,010.52             | 69.95%             |
| 01-1856 · Maint Mosquito Control          | 57,619.40           | 500,000.00             | -442,380.60           | 11.52%             |
| 01-1858 · Maint Temp EMS/Fire Facility    | 0.00                | 90,000.00              | -90,000.00            | 0.0%               |
| 01-1861 · Maint Office Utilities          | 621.71              |                        |                       |                    |
| 01-1862 · Maintenance Technicians         | 16,505.61           | 110,000.00             | -93,494.39            | 15.01%             |
| 01-1863 · Maint Base Management Fee       | 3,518.90            | 20,000.00              | -16,481.10            | 17.6%              |
| 01-1864 · Maintenance Admin Payroll       | 8,679.11            | 55,000.00              | -46,320.89            | 15.78%             |
| 01-1867 · Asset Manager                   | 0.00                | 50,000.00              | -50,000.00            | 0.0%               |
| 01-1868 · Landcaping-Phase 2-Capital Prj  | 0.00                | 225,000.00             | -225,000.00           | 0.0%               |
| 01-1890 · Maint-Reserve Fund              | 0.00                | 27,500.00              | -27,500.00            | 0.0%               |
| 01-1891 · Maint Contingency               | 4,925.00            | 15,000.00              | -10,075.00            | 32.83%             |
| <b>Total Expenditures</b>                 | <b>489,650.11</b>   | <b>3,524,462.00</b>    | <b>-3,034,811.89</b>  | <b>13.89%</b>      |