



AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

COLLIER COUNTY REGULAR BOARD MEETING FEBRUARY 7, 2023 9:00 A.M.

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

www.avemariastewardshipcd.org

561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
REGULAR BOARD MEETING

February 7, 2023

9:00 a.m.

Ave Maria Master Association (office/fitness center)

5080 Annunciation Circle, Unit 101

Ave Maria, Florida 34142

TO JOIN VIA ZOOM: <https://us02web.zoom.us/j/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. January 10, 2023 Regular Board Meeting Minutes.....Page 2
- I. Old Business
 - 1. Discussion Regarding Updated Parking Policy.....Page 10
 - a. Consider Resolution No. 2023-03 – Adopting Rules Related to Overnight Parking and Parking Enforcement.....Page 18
 - Audience Comments
- J. New Business
 - 1. Presentation on New Urgent Care Facility
 - Audience Comments
 - 2. Consider Approval of Cost Share Agreement.....Page 23
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 - 3. Consider Approval of Davey Tree Landscaping Installation.....Page 33
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- K. Administrative Matters
 - 1. Legal Report
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- L. Board Members Comments
- M. Adjourn

Miscellaneous Notices



Published in Naples Daily News on January 30, 2023

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 9:00 a.m. on February 7, 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 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 Pub Date: Jan. 30, 2023 #5570893

**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
JANUARY 10, 2023**

A. CALL TO ORDER

The January 10, 2023, Regular Board Meeting of the Ave Maria Stewardship Community District (the “District”) was called to order at 6:00 p.m. in the Ave Maria Master Association located at 5080 Annunciation Circle, Unit 101, Ave Maria, Florida 34142. The meeting was also available via the Zoom information indicated above.

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

Mr. Klucik led the meeting in prayer.

D. PROOF OF PUBLICATION

Proof of publication was presented indicating that notice of the Regular Board Meeting had been published in the *Naples Daily News* on December 30, 2022, as legally required.

E. ESTABLISH A QUORUM

A quorum was established with the following:

Board of Supervisors

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

District Staff in attendance were:

| | | |
|------------------|--------------------------|---------------------------------|
| District Manager | Andrew Karmeris | Special District Services, Inc. |
| District Manager | Todd Wodraska (via Zoom) | Special District Services, Inc. |
| General Counsel | Alyssa Willson | 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, Norman Trebilcock, and the following Ave Maria residents: Kevin & Cindy Schang, Steve Kincade, Bea & Dave Sanford, Tom Schlessinger, Miroszlau Ugalde, Karissa Holmes, Isabel Turner, Graham Turner, Calvin Brainard, AMU president Mark Middendorf, Thomas Walter, Joseph Palomino, Stu Grzenkowicz, Nicole Green, Mike & Kathy Miller, Phil Stocton Meltz, Rich Curley and many others.

There were also others present via Zoom.

F. ADDITIONS AND DELETIONS TO AGENDA

New Business item #2 Hampton HOA Parking signs, New Business item #4 Parking Spots on AMB & Assisi/Dolan and New Business item #3 Traffic Analysis Discussion were moved to immediately follow H. Approval of Minutes.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Roth and passed unanimously adopting the amended agenda.

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

A Discussion ensued regarding the criteria for cancelling a meeting. Mr. Karmeris explained that the December meeting was cancelled after polling the board regarding the planned agenda. There were no action items planned for the December agenda and that each meeting costs the District thousands of dollars. Mr. Klucik stated that he was the only board member that objected to cancelling the last meeting and asked how many meetings were statutorily required per year? Ms. Willson stated that 2 meetings per year for budget adoption purposes is the minimum requirement.

H. APPROVAL OF MINUTES

1. November 1, 2022, Regular Board Meeting Minutes

The minutes of the November 1, 2022, Regular Board Meeting were presented for consideration.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving the minutes of the November 1, 2022, Regular Board Meeting, as presented.

-NEW BUSINESS – AMENDED AGENDA ITEMS

1. Discussion Regarding Hampton HOA No Parking Signs

Ms. Twiss stated that the HOA has been notified and the signs are being removed.

2. Discussion Regarding Parking Spots on AMB and Assisi/Dolan

The Ave Maria University President Mark Middendorf was present with staff members to discuss the issues the school is facing with this intersection. He informed the board that multiple accidents have occurred over the last few months due to students having difficulty with the lines of sight in the area.

Norm Trebilcock, a traffic engineer, continued the discussion regarding this intersection and suggested possible treatments including four way stop, street lights, marking the streets with speed limits, etc. He also informed the board of the process for a four way stop analysis and the data that is used to prepare the analysis. Mr. Kluick asked if it was possible to include accidents, for example accidents that were not reported to insurance companies, in his collection of the data if there were other ways to verify the occurrence of the accidents.

A lengthy discussion ensued regarding how the data is collected and verified, what the process to add a 4 way stop would be, as well as safety concerns for pedestrians.

A **motion** was made by Mr. Klucik, seconded by Mr. DiFlorio and passed unanimously authorizing traffic engineer Norm Trebilcock to work with Ave Maria University to get the 4 way stop approval process in motion.

Mr. Tryka then added that striping over the parking spots could be added as a change order to the restriping contract award that is being voted on by this Board later in the agenda. The board requested that be done.

Ave Maria University President Mark Middendorf then thanked the board of supervisors for adding this item to the agenda and for listening in the effort to keep the students and community members safe.

A resident then added that the crosswalk flashing lights in the town center were not working. Mr. Diaz stated that the maintenance team was aware of this issue and a technician had already been out to investigate the problem.

3. Discussion Regarding Traffic Analysis

Mr. Trebilcock continued part of his discussion regarding the 4 way stop but then moved on to provide an update to the signage at Oil Well Road. He informed the Board that the county had approved the lighting and signage, but the timetable was unknown as Lee County Electric would be the entity doing the installation. He informed the Board that he would provide an update on timing once he received one.

N. OLD BUSINESS

1. Discussion Regarding the National Soft Gate Operation

Mr. Klucik explained that he went to the National for work purposes and was asked for his identification (ID). He explained that the guards are still requiring ID, and not allowing public persons in without one. Ms. Willson stated that the roads within the National community are public roads and any person from the public should be permitted access. Bond counsel Cynthia Wilhelm stated that her team was aware of the issue and concurred with Ms. Willson that the public should be granted access to use public roads. Ms. Wilhelm added that guards were allowed to request ID but

persons were not required to give it. Ms. Willson stated that she had various email conversations with representatives of the National making them aware of the issues with gate. Mr. Sonalia asked if the proper gate procedures had been communicated? Ms. Willson confirmed that they had. Mr. Genson stated that we have been assured by Lennar that the proper procedures have been conveyed to the security company. A lengthy discussion ensued regarding the gate operations as well as delivery companies not being allowed to make deliveries within the National.

A **motion** was made by Mr. Klucik, seconded by Mr. Roth and passed unanimously authorizing a letter to be written by District Counsel and sent to the National representatives requiring public access.

Mr. Klucik then stated that a guards requested ID should be phrased as a request, not a demand. Ms. Willson stated that the District's easement only requires what is necessary to maintain tax exempt status of bonds.

A lengthy discussion ensued regarding the collection of ID data.

2. Update on Boundary Amendment Legislation

Ms. Willson informed the board that draft legislation was presented and approved to move forward at the upcoming legislative session.

Mr. Klucik provided some background on the topic stating that the Ave Maria District is planning to expand its boundaries by approximately 1,000 acres across Camp Keais Rd. Mr. Genson added that the expansion area could house approximately 2,600 additional units.

3. Discussion Regarding Semi Truck and Trailer Parking

Ms. Willson presented a memo she drafted and provided some history on the topic. She explained that a towing policy would need to be adopted and recommended the District pick the most problematic area. Residents then asked about semi trucks, food trucks, etc. being allowed to park? It was explained that the roads are public. District resident Beatrice Sanford requested the Board take action and adopt signage and towing procedures.

Ms. Willson then explained the process of identifying the geographic locations, holding a public hearing and adopting the towing policy.

A **motion** was made by Mr. Klucik, seconded by Mr. Roth and passed unanimously to move forward with policy and procedures being adopted at a public hearing in March.

A lengthy discussion ensued on how to best craft the language of the policy to ensure the goal of the towing policy will be met.

4. Update on Builder Signage

Mr. Genson gave a presentation on the uniformity of the allowed signage going forward. He also explained that the limits would be 4 signs on Ave Maria Boulevard and 2 signs on Pope John Paul per builder. All signs would have to follow the uniform builder signage guidelines.

Mr. Klucik thanked Mr. Genson for working to bring this item to a conclusion.

5. Update on Veteran's Memorial

The Veteran's association has reached its funding goal and is ready to move forward with the Memorial. Ms. Willson stated that documentation listing the District as additionally insured is the last requirement to get started.

6. Presentation on Restriping Work

a) Consider Resolution No. 2023-01 – Awarding Contract for Restriping to Quality Enterprises, Inc.

Mr. Tryka presented and recommended the District award the contract to the low bidder, Quality Enterprises, Inc.

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 RESTRIPIING SERVICES CONTRACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mr. Klucik, seconded by Mr. Roth and passed unanimously awarding the contract for restriping to Quality Enterprises, Inc. and authorizing staff to put together a change order to include the striping of the parking spots on Ave Maria Blvd. and Assisi/Dolan as previously discussed.

O. NEW BUSINESS

1. Consider Resolution No. 2023-02 – Adopting Record Retention Policy

Ms. Willson presented.

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.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving the Record Retention Policy Option 2 as presented.

P. ADMINISTRATIVE MATTERS

1. Legal Report

Ms. Willson had nothing further to report.

2. Engineer's Report

Mr. Tryka had nothing further to report.

3. Manager's Report

a AMSCD Projects Update

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

b. Financials

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

Q. BOARD MEMBER COMMENTS

There were no board member comments.

M. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 8:37 p.m. by Chairman Peek. There were no objections.

Secretary/Assistant Secretary

Chair/Vice-Chairman

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 th 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. |

MEMORANDUM

TO: Andrew Karmeris

FROM: Alyssa C. Willson

DATE: February 7, 2023

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

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

District Statutory Authorization to Tow from District Property

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

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

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

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

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

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

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

.....

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

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

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

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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*; and

WHEREAS, the Board is authorized by the Act to tow vehicles and vessels from its property pursuant to the requirements of Section 715.07, *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 March 7, 2023 at 6 p.m. at 5080 Annunciation Circle, Unit 101, Ave Maria, FL 34142.

Section 2. The District Secretary’s actions regarding publication of notice of the hearing in accordance with Section 120.54, *Florida Statutes* are hereby ratified.

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

PASSED AND ADOPTED THIS 7th DAY OF MARCH, 2023.

ATTEST:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

EXHIBIT A: Rules Relating to Overnight Parking and Parking Enforcement

EXHIBIT A

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

In accordance with Chapter 2004-461, Laws of Florida, and on _____, 2023 at a duly noticed public meeting following public hearing, 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 (the “Policy”).

SECTION 1. INTRODUCTION. The District finds that parked Class B Vehicles, Class C Vehicles, and any Vessel which exceeds the designated area of a single parking space or is not connected to an operable Vehicle (as such capitalized terms are hereinafter defined) on certain of its property (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 Class B Vehicles and Class C 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. *Class B Vehicle.* Any mobile item which normally uses wheels, whether motorized or not, that weighs between 10,001 pounds and 20,000 pounds (gross vehicle weight), including but not limited to medium duty trucks, motor homes and camper trailers.
- B. *Class C Vehicle.* Any mobile item which normally uses wheels, whether motorized or not, that weighs more than 20,001 pounds (gross vehicle weight), including but not limited to heavy duty trucks, house trailers and buses.
- C. *Vehicle.* Any mobile item which normally uses wheels, whether motorized or not.
- D. *Vessel.* Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
- E. *Parked.* A Vehicle or Vessel left unattended by its owner or user.

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- 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.

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” for all Class B Vehicles, Class C Vehicles and any Vessel which exceeds the designated area of a single parking space or is not connected to an operable Vehicle (“**Tow Away Zone**”). Exceptions to this Policy include parking of any Vehicle providing a construction or service operation in close proximity to the site where it is parked. To be entitled to this exemption, the Vehicle must be removed as soon as the construction or service activity is completed.

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* and all applicable Collier County requirements including but not limited to the Collier County Non-Consent Towing, Private Property Towing, Immobilization and Storage of Vehicles Ordinance, as such may be amended from time to time. 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 Class B Vehicle, Class C Vehicle and any Vessel which exceeds the designated area of a single parking space or is not connected to an operable Vehicle (the “Designated Vehicle”), the District Manager or his/her designee must verify that the Designated Vehicle was not authorized to park under this rule. Upon such verification, the District Manager or his/her designee shall determine whether this is the Designated Vehicle’s first offense of this Policy.
1. If the first offense, the District Manager or his/her designee shall place a written warning on the windshield of the Designated Vehicle. Such written warning shall include the time of issuance of the warning. If the Designated 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 the Designated Vehicle for the removal at the owner’s expense. The Designated Vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.
 2. If the Designated Vehicle has previously parked in violated on this Policy and received a warning as described above, the District Manager or his/her designee

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may immediately contact a firm authorized by Florida law to tow/remove the Designated Vehicle for the removal at the owner's expense. The Designated 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. 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.

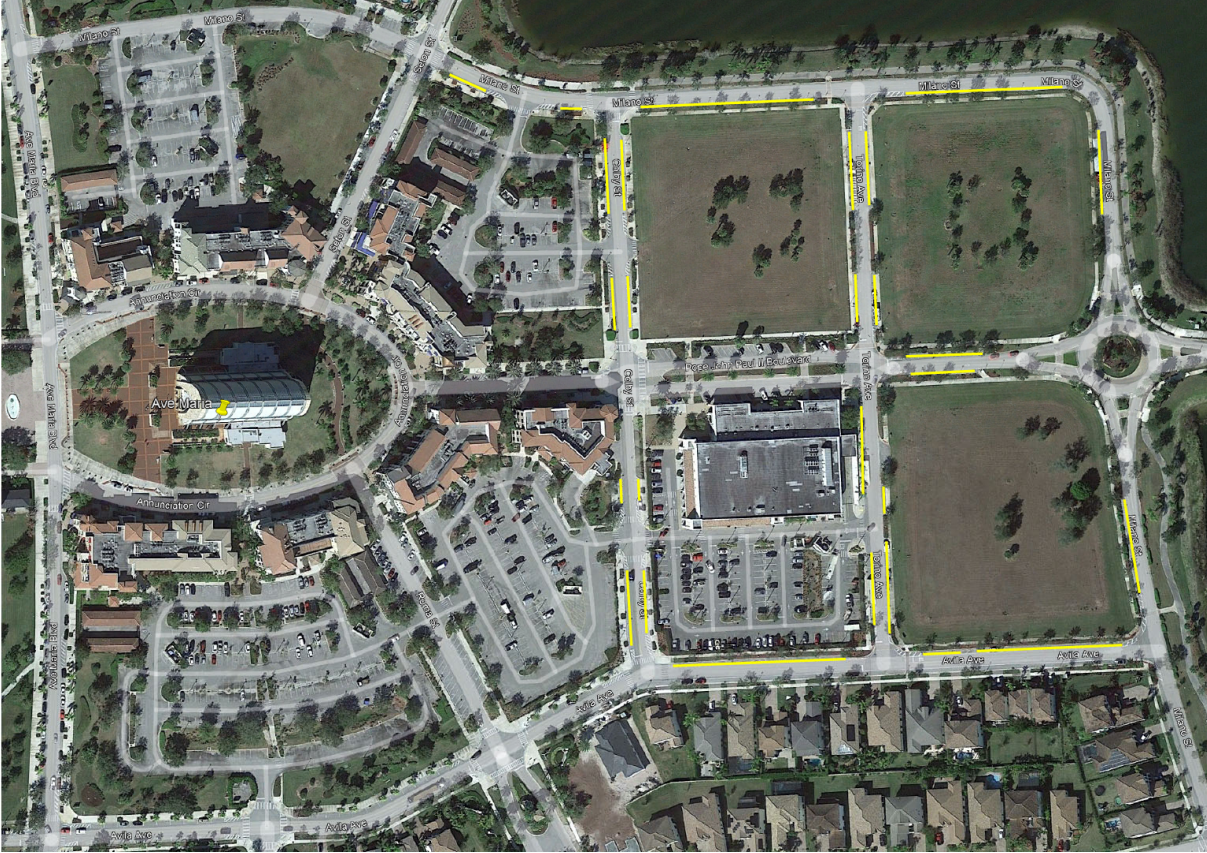
EXHIBIT A – *Tow Away Zone*

Effective date: _____, 2023

February 7, 2023

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EXHIBIT A
TOW AWAY ZONE



RESOLUTION 2023-03

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*; and

WHEREAS, the Board is authorized by the Act to tow vehicles and vessels from its property pursuant to the requirements of Section 715.07, *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 March 7, 2023 at 6 p.m. at 5080 Annunciation Circle, Unit 101, Ave Maria, FL 34142.

Section 2. The District Secretary’s actions regarding publication of notice of the hearing in accordance with Section 120.54, *Florida Statutes* are hereby ratified.

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

PASSED AND ADOPTED THIS 7th DAY OF FEBRUARY, 2023.

ATTEST:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

EXHIBIT A: Rules Relating to Overnight Parking and Parking Enforcement

EXHIBIT A

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

In accordance with Chapter 2004-461, Laws of Florida, and on _____, 2023 at a duly noticed public meeting following public hearing, 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 (the “Policy”).

SECTION 1. INTRODUCTION. The District finds that parked Class B Vehicles, Class C Vehicles, and any Vessel which exceeds the designated area of a single parking space or is not connected to an operable Vehicle (as such capitalized terms are hereinafter defined) on certain of its property (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 Class B Vehicles and Class C 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.** *Class B Vehicle.* Any mobile item which normally uses wheels, whether motorized or not, that weighs between 10,001 pounds and 20,000 pounds (gross vehicle weight), including but not limited to medium duty trucks, motor homes and camper trailers.
- B.** *Class C Vehicle.* Any mobile item which normally uses wheels, whether motorized or not, that weighs more than 20,001 pounds (gross vehicle weight), including but not limited to heavy duty trucks, house trailers and buses.
- C.** *Vehicle.* Any mobile item which normally uses wheels, whether motorized or not.
- D.** *Vessel.* Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
- E.** *Parked.* A Vehicle or Vessel 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.

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” for all Class B Vehicles, Class C Vehicles and any Vessel which exceeds the designated area of a single parking space or is not connected to an operable Vehicle (“**Tow Away Zone**”). Exceptions to this Policy include parking of any Vehicle providing a construction or service operation in close proximity to the site where it is parked. To be entitled to this exemption, the Vehicle must be removed as soon as the construction or service activity is completed.

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* and all applicable Collier County requirements including but not limited to the Collier County Non-Consent Towing, Private Property Towing, Immobilization and Storage of Vehicles Ordinance, as such may be amended from time to time. 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 Class B Vehicle, Class C Vehicle and any Vessel which exceeds the designated area of a single parking space or is not connected to an operable Vehicle (the “Designated Vehicle”), the District Manager or his/her designee must verify that the Designated Vehicle was not authorized to park under this rule. Upon such verification, the District Manager or his/her designee shall determine whether this is the Designated Vehicle’s first offense of this Policy.

1. If the first offense, the District Manager or his/her designee shall place a written warning on the windshield of the Designated Vehicle. Such written warning shall include the time of issuance of the warning. If the Designated 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 the Designated Vehicle for the removal at the owner’s expense. The Designated Vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.
2. If the Designated Vehicle has previously parked in violated on this Policy and received a warning as described above, the District Manager or his/her designee may immediately contact a firm authorized by Florida law to tow/remove the Designated Vehicle for the removal at the owner’s expense. The Designated Vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.

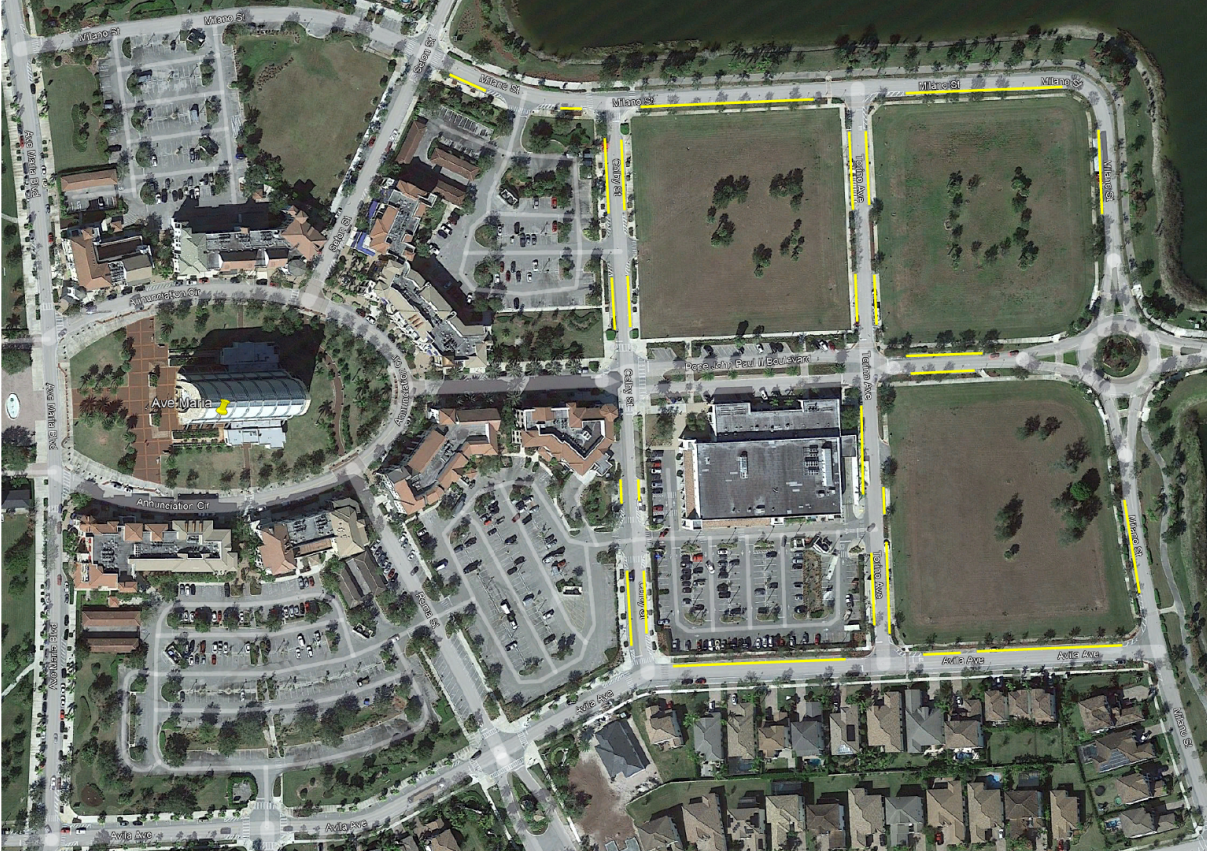
C. AGREEMENT WITH AUTHORIZED TOWING SERVICE. The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles in accordance with Florida law and with the policies set forth herein.

SECTION 6. PARKING AT YOUR OWN RISK. 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

**EXHIBIT A
TOW AWAY ZONE**



**COST SHARE AGREEMENT BETWEEN AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT AND AVE MARIA DEVELOPMENT, LLLP, FOR
ROADWAY AND PARKING LOT RESTRIPIING SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into as of this _____ day of _____ 2023, by and between:

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

Ave Maria Development, LLLP, a Florida limited partnership and developer of lands within the boundaries of the District, whose address is 2600 Golden Gate Parkway, (“AMD” together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including certain roadway, water and sewer, drainage, stormwater management, and other improvements; and

WHEREAS, AMD is the developer of certain lands in Collier County, Florida, located within the boundaries of the District; and

WHEREAS, the District has entered into an agreement with Quality Enterprises USA, Inc., (“Construction Contract”) for roadway and parking lot restriping services which contract will be administered by such person or entity appointed by the District (the “Construction Project Manager”) subject to review by the District’s engineer authorized to conduct such review (the “Engineer”). As used herein, the term “Work” shall refer to the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Construction Contract, including performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction; and

WHEREAS, the District shall pay for those improvements pursuant to the Construction Contract that are included in the District’s Master Capital Improvement Program for Ave Maria Stewardship Community District, dated May 2, 2006 (the “Capital Improvement Plan”), and benefit lands within the District (the “District Items of Work”); and

WHEREAS, AMD has agreed to pay for the cost of the work identified on **Exhibit A** as such items of Work are not included in the District’s Capital Improvement Plan; and

WHEREAS, the Parties desire to memorialize and set forth clearly their understanding and agreement with respect to allocation of costs between the Parties for these improvements as well as certain other matters addressed herein.

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

AGREEMENT

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

2. ITEMS OF WORK. The Contractors' proposal describes the scope of the work ("Total Work"), as included in the Construction Contract. **Exhibit A** identifies those items that are to be the responsibility of AMD to fund ("AMD Items of Work"). The District and AMD shall each own, operate and maintain their respective Items of Work.

3. COST ALLOCATIONS.

3.1 Cost Allocation. AMD shall pay all of the costs of the AMD Items of Work as identified on **Exhibit A**. Payment shall be made in accordance with Sections 3 and 4 herein.

3.2 Cost Allocation for Services. Payment shall be made in accordance with Section 4 below. Upon Final Completion of the Total Work, the Engineer shall review the portion of construction phase services attributable to the AMD Items of Work and notify AMD of any additional amounts to be paid. Any dispute of the Engineer's determination shall be resolved in accordance with Section 3.3, below. Payment shall be made in accordance with Sections 4 and 5 herein.

3.3 Dispute of Engineer's Determination. Should the District or AMD dispute the Engineer's determination of costs attributable to any Party either in accordance with Section 3.1, Section 3.2 or Section 5.4, notice of such dispute and the grounds therefor shall be given from one party to the other within five (5) days, excluding Saturdays, Sundays and federal holidays, of receipt of the Engineer's determination of costs. Thereafter, within seventy two (72) hours, excluding Saturdays, Sundays and federal holidays, after notice of such dispute is given, the Engineer shall request the Florida Board of Engineers select a qualified independent third party engineer to review the Work and the engineer's determination of costs. The independent third party engineer may, upon the written consent of the District and AMD, secure its own estimates of costs. The Parties agree to and shall be bound by the determination of costs attributable to the Parties as determined by the independent third party engineer. In such event, the fees and costs of the independent third party engineer shall be equally divided between the Parties hereto. Nothing contained in this Section 3.3 shall give AMD the right to dispute the cost of the AMD Items of Work to

the extent such costs are determined in accordance with the Construction Contract.

To ensure compliance with Section 218.735, *Florida Statutes*, the Parties shall follow the procedures described in Section 4, below, with respect to any costs related to a dispute to be resolved pursuant to this Section 3.3. However, should the independent third party engineer determine that all or a portion of the disputed costs were incorrectly allocated, the party determined by the independent third party engineer to have underpaid its share of the costs shall reimburse the other party the amount underpaid.

4. PAYMENT OF COSTS. Subject to the provisions of Section 5 for any and all invoices related solely to Final Payment, as defined herein, and completion of the Project, the Parties shall pay for the Work in accordance with the following schedule: Within fifteen (15) business days from the receipt of an application for payment certified by the Project Manager, the District Manager or his designee shall prepare a requisition and forward the requisition to the Engineer for execution and return to the District Manager. Within three (3) days of receipt of the fully executed requisition, the District Manager or his designee shall transmit the fully executed requisition to the District Trustee for payment. Concurrently with the transmission of the requisition to the District Trustee, the District shall send AMD a written invoice for the portion of the costs included on the application for payment. Within twenty (20) days of receipt of such invoice, AMD shall remit the requested funds to the District.

5. ACCEPTANCE OF WORK

5.1 Acceptance of Work. Before the District makes Final Payment as defined below, the District shall provide AMD with a certificate from the Engineer that, to the best of his knowledge, the AMD Items of Work have been performed in substantial compliance with the Construction Contract and appropriate final lien waivers and releases have been obtained from all contractors, sub-contractors, materialmen or suppliers and laborers in connections with the Project. Within fifteen (15) calendar days after receipt of said certificate, AMD shall inspect the Project and provide written notice to the District that the AMD Items of Work, to the best of AMD's knowledge, are or are not in substantial compliance with the Construction Contract. Failure by AMD to provide such written notice within said timeframe shall cause the District Engineer to transmit a written demand to AMD that such notice be provided. Should AMD fail to respond to the District Engineer's written request within five (5) calendar days of receipt of such request, AMD is deemed to have determined that the AMD Items of Work are in substantial compliance with the Construction Contract.

5.2 Substantial Compliance. If AMD's notice is that the AMD Items of Work are in substantial compliance (or if AMD fails to provide notice as provided in subsection 5.1), then AMD shall be deemed to have accepted

the AMD Items of Work except as to defects not then readily discoverable. AMD shall then remit its payment to the District within five (5) business days of the notice of substantial compliance. Immediately upon receipt of funds from AMD, the District shall pay the Contractors. Subsequent to AMD's giving such notice of such substantial compliance and the making of Final Payment by the District, AMD agrees that it shall have no claim against the District with respect to any AMD Items of Work performed by the Contractors, the only obligation of the District being to enforce the terms of the Construction Contract.

- 5.3 *Non-Compliance.* In the event AMD's notice is that AMD Items of Work are not in substantial compliance with the Construction Contract, then within ten (10) days of the District's receipt of such notice (provided such notice reasonably identifies the non-complying AMD Items of Work), the District shall proceed promptly to enforce the terms of the Construction Contract as it applies to completion and correction of the AMD Items of Work. In the event the District disputes AMD's notice of non-compliance, notice of such dispute shall be provided to AMD by the District within five (5) business days of the District's receipt of such notice of non-compliance. In such event, within five (5) business days, the Engineer shall request the Florida Board of Engineers select a qualified independent third party engineer to review the AMD Items of Work subject to AMD's notice of non-compliance. The Parties agree to and shall be bound by the determination of substantial compliance or non-compliance as determined by the independent third party engineer. The fees and costs of the independent third party engineer shall be equally divided between the requesting Party and the District.
- 5.4 *Enforcement Costs.* To the extent such costs are not reimbursed by the Contractors, AMD shall reimburse the District for any costs (as determined by the Engineer) incurred by the District arising out of the District's efforts to enforce the terms of the Construction Contract as it applies to the AMD Items of Work, provided that the defective AMD Items of Work that is the subject of enforcement is not caused in whole or in part or contributed to by the actions of the District or its Engineer. Any dispute as to costs to be reimbursed by AMD pursuant to this subsection 5.4 shall be resolved in accordance with Section 3.3, above.
- 5.5 *Final Payment.* "Final Payment" shall be defined as the final payment made to the Contractors by the District after the Contractor has satisfactorily completed all corrections identified in the Final Inspection, as provided in the Construction Contract.

6. CONSTRUCTION CONTRACT AND PLANS. The District shall be responsible for ensuring that the improvements to be constructed pursuant to the Construction

Contract are constructed in substantial compliance with the plans and specifications set out in the Construction Contract and in a timely manner.

- 6.1 *Defective Work.* The District shall not accept defective Work pursuant to the provisions of the Construction Contract with respect to the AMD Items of Work without the written consent of AMD.
- 6.2 *Entitlement to Credits.* In the event the AMD gives written consent in accordance with Section 6.1, AMD shall be entitled to receive the benefit of any credits with respect to the AMD Items of Work as determined in accordance with the Construction Contract.
- 6.3 *Record Drawings.* Upon request, the District shall furnish AMD, free of charge, one copy of available drawings, plans, specifications, addenda, change orders and other modifications marked currently to record all changes and selections made during construction (the "Record Drawings"). The Record Drawings shall be delivered to AMD upon Final Completion of the Work.

7. INSURANCE AND WAIVER OF SUBROGATION.

- 7.1 *Insurance.* The District shall ensure that the policies of insurance required under the Construction Contract include the interest of AMD, or its designee, as additional or named insured. To the extent that there is any additional cost associated with listing AMD as an additional or named insured under the policies of insurance required to be purchased and maintained by the Contractors in accordance with the Construction Contract, AMD will pay those additional costs. AMD will make such payment within fifteen (15) days of receiving notice of such additional costs from the District. The District shall ensure that such insurance remains in full force and effect during construction of the Project and thereafter as provided in said policies. The intent is that AMD, or its designee, be provided the same protections in said policies as that accorded to the District. Adjustment and settlement of any loss with the insurers shall be conducted by the District, as trustee, and the District shall account to AMD for the proceeds of such insurance that is applicable to the AMD Items of Work.
- 7.2 *Waiver of Subrogation.* The District and AMD waive all rights against each other and any of their agents and employees, each of the other, for all losses and damages caused by any of the perils covered by the policies of insurance obtained pursuant to the Construction Contract, except such rights as they have to proceeds of such insurance held by either the District or the Contractors pursuant to the Construction Contract.

8. LICENSE. AMD hereby grants the District and the District's agents a temporary license to enter property owned by AMD, if any, to construct, inspect and administer the improvements required under the Construction Contract. The District's license to enter AMD's property, as provided herein, shall expire upon Final Completion of the Work or upon the making of Final Payment to the Contractor, whichever last occurs.

9. OBLIGATIONS OF AMD. It is the intent of the Parties that AMD's participation in the cost of the Project is not as Owner (as such term is defined in the Construction Contract) or as a party to the Construction Contract and that AMD shall incur no liability or obligation to third parties, including the Contractors, by entering into this Agreement. AMD hereby contractually obligate itself to provide any and all notices which may be required of the District pursuant to any applicable permits, obtained by AMD for the Project, from a governmental entity, whether local, state or federal. The District does hereby agree to provide written notice to AMD of such notices as the necessity for the notices arises. AMD agrees to defend and hold harmless the District and its officers and agents from and against all liability, claims, actions, suits or demands by any person, corporation or other entity arising out administration of the AMD Items of Work portion of the Construction Contract or as are otherwise related to the AMD Items of Work

10. ENGINEER'S DUTIES. The District shall be responsible to ensure that the Engineer performs the duties placed upon it by the terms of this Agreement.

11. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the predominantly prevailing party shall be entitled to recover from the other party all fees and costs incurred, including reasonable attorneys' fees and costs.

12. DEFAULTS. Failure by either party to perform each and every one of its obligations hereunder shall be a default, entitling either party to pursue whatever remedies are available to it under Florida law. Each of the Parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than five (5) days from the date of receipt of such notice to cure monetary defaults and fifteen (15) days to cure other defaults.

13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings and agreements between the Parties relating to the cost sharing for construction of the Project. Terms used in this Agreement which are specifically defined in the Construction Contract shall have the meanings designated in the Construction Contract, unless otherwise indicated in this Agreement.

14. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement, other than those necessary to reflect a modification to the Construction Contract pursuant to a Change Order issued in accordance with the Construction Contract, may be made only by an instrument in writing executed by both of the Parties hereto. Any modification to the Construction Contract resulting from a Change Order shall serve to amend this Agreement

accordingly. Any Change Orders that result in the modification of this Agreement shall be attached to Exhibit A for recordkeeping purposes.

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

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

If to AMD: Ave Maria Development LLLP
2600 Golden Gate Parkway
Naples, Florida 34105
Attn: _____

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

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: Alyssa C. Willson

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

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

shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

18. EFFECTIVE DATE. This Agreement shall be effective as of the date first set forth above.

19. APPLICABLE LAW AND VENUE. This Agreement shall be construed, interpreted and controlled by the laws of the State of Florida. Subject to the provisions of Section 3.3, above, venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in Collier County, Florida.

20. PUBLIC RECORDS. AMD understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be considered public records in accordance with Florida law.

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

22. SOVEREIGN IMMUNITY. AMD agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.

23. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

[Remainder of Page Intentionally Left Blank]

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

Attest:

Ave Maria Stewardship Community District

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Print Name

Print Name: _____

Attest:

Ave Maria Development, LLLP
a Florida limited partnership

Witness

By: _____

Print Name

Print Name: _____

Title: _____

Exhibit A: AMD Items of Work

EXHIBIT A

AMD Items of Work

This work can generally be described as the striping improvements on Milano Street between Ave Maria Boulevard and Seton Street. This portion of Milano Street is located within Parking Lot 5-6 designated in the construction plans entitled “Ave Maria Town Core, Re-Striping Improvements” comprised of Sheets 1-26. This work is located on Sheet 26 as part of Revision #1.



PROPERTY ENHANCEMENT PROPOSAL

PEP Reference

Number: 27080

Proposed Date: 1/26/2023

| | | | |
|--------------|---|--------|-------------------------|
| Enhancement: | Planting | | |
| Job Type: | Landscape Renovation | | |
| Job Site: | Downtown | | |
| Customer: | Ave Maria Stewardship c/o First Service Residential (Main Contract, Maple Ridge Ber | | |
| Contact: | Donny Daiz | Email: | DDaiz@barroncollier.com |
| Proposed By: | Roger Echols | Email: | Roger.Echols@davey.com |

Description

Add, remove and plant trees and plants pre Steve Sammons. A post irrigation inspection will be performed.

Itemized List of Services and Materials

| Description | Qty | Unit of Measure | Price Per Unit | Extended Price |
|---|-----|-----------------|----------------|----------------|
| Ligustrum multi | 1 | 8-14' | \$1,479.29 | \$1,479.29 |
| Foxtail Palm w removal of Pink tab | 21 | 12-14' | \$1,031.31 | \$21,657.51 |
| Holly | 2 | 10-11' | \$880.38 | \$1,760.76 |
| Ixora Dwarf | 20 | 3 gallon | \$17.62 | \$352.40 |
| Perennial Peanut | 45 | 1 gallon | \$7.97 | \$358.65 |
| Soil | 1 | 1 | \$142.54 | \$142.54 |
| Remove and ground preparation | 1 | 1 | \$922.31 | \$922.31 |
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| | | | | |
| Prices subject to change if not accepted (signed) within 45 days of above date. Prices subject to change if work not started within 45 days | | | Total: | \$26,673.46 |

Prices subject to change if not accepted (signed) within 45 days of above date. Prices subject to change if work not started within 45 days of acceptance. **Total price does not include any state and or local applicable taxes.**
The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Any alteration or deviation from specifications involving extra costs will be a extra charge over and above the estimate.

We guarantee all nursery stock to be of highest quality, and state inspected when it leaves the nursery. THE DAVEY TREE EXPERT CO. agrees to replace any woody plant material which fails to survive the first year after planting date, providing all plants have received reasonable care (watering, spraying, cultivation, and pruning). We will not be responsible for damaged plants due to vandalism, wind, rain, drought, extreme cold, acts of God, insects, or disease. WE RESERVE THE RIGHT TO VOID GUARANTEE IF ACCOUNT IS NOT PAID WITHIN 30 DAYS AFTER BILLED DATE. We reserve the right to substitute materials if necessary due to availability while fulfilling the intentions of the design and specifications. Bulbs, Annuals, Perennials, and transplanted material are sold at a no return, no refund, or guarantee basis. Fine cracks and warping of construction materials not subject to guarantee. All manufacturers warranties supersede The Davey Tree Expert Company warranty. Deposit must be received, or credit terms must be established to schedule work.

Due to escalating petroleum costs which have affected our fertilizer and fuel costs, a fuel surcharge will be added to the invoiced amount. Currently that surcharge is set at 2.5% and will be adjusted – up or down- based on the national average cost of gas.

Accepted By:

Date:

PARAMOUNT ASPHALT & SEALCOATING

ESTIMATE

www.ParamountSealcoating.com

239-348-0777

Nick@paramountsealcoating.com

Mitch@paramountsealcoating.com

| Date | Estimate # |
|-----------|------------|
| 1/23/2023 | 12888 |



| |
|---|
| Name / Address |
| Ave Maria Stewardship District Ave Maria Walking Path Concrete Ave Maria FL |

NOTE: Pricing for all items will only be valid for 30 days due to unstable markets and supplier pricing.

| Description | Qty | Rate | Total |
|--|-----|-----------|-----------|
| CONCRETE: Approx. 80 Square Feet in 2 Locations Remove existing Concrete Form the perimeter of new concrete Light broom finish to match existing | 1 | 10,000.00 | 10,000.00 |
| CONCRETE GRINDING: Approx 354 LF in 35 Locations | | | |
| NOTES: Pricing for all Asphalt line items are based on current FOB pricing from the asphalt supplier. Expiration dates for each line item can be given upon request. Asphalt overruns due to pre-existing conditions including soft base, subgrade or base tolerance will be charged at the rate of \$150.00 per ton. Price does not include: MOT, layout or survey, sawcutting, as built or permit fees. Paramount Asphalt is not responsible for positive drainage with less than a 1% slope or inverted crown. Finish grade work to be done by others. | | 0.00 | 0.00 |
| PAYMENT TERMS: Payment is due within 30 days of date of invoice regardless of when payment is made by owner. | | | |

Signature _____

Total

\$10,000.00

Pricing for asphalt is only valid for 30 days. If the asphalt price per ton increases before the job is performed a change order will be submitted for the increased amount regardless of a signed contract.

PARAMOUNT ASPHALT & SEALCOATING

ESTIMATE

| Date | Estimate # |
|-----------|------------|
| 1/23/2023 | 12887 |

www.ParamountSealcoating.com

239-348-0777

Nick@paramountsealcoating.com

Mitch@paramountsealcoating.com



| |
|--|
| Name / Address |
| Ave Maria Stewardship District Ave Maria Walking Path Ave Maria FL |

NOTE: Pricing for all items will only be valid for 30 days due to unstable markets and supplier pricing.

| Description | Qty | Rate | Total |
|---|-----|-----------|-----------|
| PATCHING: Approx. 2512 SqFt 90 Locations Sawcut, remove and replace with type S-3 asphalt Patches are assumed to be 2" thick, if thicker added costs will be charged at \$150/ton for overages NOTES: Pricing for all Asphalt line items are based on current FOB pricing from the asphalt supplier. Expiration dates for each line item can be given upon request. Asphalt overruns due to pre-existing conditions including soft base, subgrade or base tolerance will be charged at the rate of \$150.00 per ton. Price does not include: MOT, layout or survey, sawcutting, as built or permit fees. Paramount Asphalt is not responsible for positive drainage with less than a 1% slope or inverted crown. Finish grade work to be done by others. PAYMENT TERMS: Payment is due within 30 days of date of invoice regardless of when payment is made by owner. | 1 | 24,000.00 | 24,000.00 |
| | | 0.00 | 0.00 |

Signature _____

Total

\$24,000.00

Pricing for asphalt is only valid for 30 days. If the asphalt price per ton increases before the job is performed a change order will be submitted for the increased amount regardless of a signed contract.

January 31, 2023

Via Fedex Delivery and Electronic Mail

The National at Ave Maria Property Owners Association, Inc.
Attn: Gregory Roughgarden
10481 Six Mile Cypress Parkway
Fort Myers, Florida 33966
gregory.roughgarden@lennar.com

RE: The National at Ave Maria Property Owners Association, Inc.

Dear Mr. Roughgarden,

As you are aware, the Ave Maria Stewardship Community District (the “**District**”) and The National at Ave Maria Property Owners Association, Inc. (the “**Association**”) previously entered into that certain *Agreement Between the Ave Maria Stewardship Community District and The National at Ave Maria Property Owners Association, Inc., for Facility Maintenance and Repair Services*, dated March 4, 2021 as may be amended from time to time (the “**Maintenance Agreement**”) providing for the Association’s operation and maintenance of various District-owned improvements within The National residential development (the “**Development**”). The Maintenance Agreement specifically addresses, in part, access to the District’s roadways (the “**Roadway Improvements**”) via the operation and maintenance of the Association’s main entry gatehouse feature improvements (the “**Gate and Guardhouse Improvements**”).

Due to the fact that the Roadway Improvements were financed with tax-exempt debt and are owned by a government entity, the Gate and Guardhouse Improvements are required to be operated in a manner consistent with law including but not limited to legal requirements for public access. In furtherance thereof, Section 3.G. of the Maintenance Agreement, a copy of which is enclosed, states as follows:

G. Operation of Association Gate and Guardhouse Improvements. The Association agrees to operate the gate and guardhouse improvements which shall be owned by the Association in a manner **which permits all public access** to the District Improvements [roadways owned by the District within The National] as required pursuant to the Ave Maria Stewardship Community Capital Improvement Revenue Bonds, Series 2021 (Ave Maria National Project) (the “**Series 2021 Bonds**”) documents in order to maintain the Series 2021 Bonds tax-exempt status. This

obligation shall remain so long as there are any Series 2021 Bonds or associated refinancing bonds outstanding. (emphasis added)

Furthermore, the two easements providing access to the Roadway Improvements from Lennar Homes, LLC, to the District, dated October 28, 2021, and November 14, 2022, ensure public access to the Roadway Improvements (the “**Easement Agreements**”). See section 5 of each Easement Agreement which provides that for so long as the Series 2021 Bonds are outstanding, access will not be prohibited to the referenced roadway tracts.

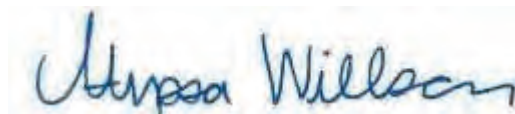
As previously discussed, current guidance to ensure compliance with the Maintenance Agreement and Easement Agreements provides:

- **Public must be permitted to access the Roadway Improvements at all times.**
- **Driver’s licenses may be requested by the agent manning the Gate and Guardhouse Improvements. However, if someone refuses to provide their license, they cannot be refused entry.**
- **Gate and Guardhouse Improvements agent is not permitted to ask an individual where they are going.**
- **Entire interaction at the Gate and Guardhouse Improvements location may only take a few seconds before entry is permitted.**

Accordingly, the District’s Board of Supervisors (the “**Board**”) directed staff at its January 10, 2023, meeting to provide this guidance relative to the operation of the Gate and Guardhouse Improvements by the Association and its subcontractors, with the request that a copy be kept at all times within the Gate and Guardhouse Improvements. Please promptly provide an acknowledgment of receipt and confirmation of posting this guidance to me at the e-mail address provided below. Further, should the District receive any notifications of any violations of these requirements, it will promptly provide a copy of such correspondence for your review and comment.

Should you have any questions please do not hesitate to contact me at (850) 692-7300 or alyssa.willson@kutakrock.com

Sincerely,



Alyssa Willson
Ave Maria Stewardship Community District
District Counsel

cc (via e-mail):

Evonne Ott, ICON Management Services, Inc.- eott@theiconteam.com

Darin McMurray, Division President, Lennar- darin.mcmurray@lennar.com

Chris Hasty, Vice President of Land Acquisition, Lennar- chris.hasty@lennar.com

Tom Peek, District Chairman- tompeek@aol.com

Andrew Karmeris, District Manager- akarmeris@sdsinc.org

Enclosures

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

FEBRUARY 2023

| Project Name | Start Date | End Date | Est. Cost | % Complete | Responsible Party | Comments |
|---|------------------------------|------------------------------|-----------|------------|-------------------|---|
| Landscaping S. AMB- Phase II | 01/2023 | TBD | TBD | 0% | District | In current year operating budget. |
| Anthem Parkway Phase 5A & 5B | 2 nd Quarter 2023 | Public School Start | TBD | TBD | AMD | Design and Permitting underway |
| Trees Replacement around Milano, Avilla and AMB | 2022 | TBD | TBD | TBD | District | Proposal in February meeting packet. |
| Signage throughout community | N/A | 1 st Quarter 2023 | N/A | N/A | AMD | Signage plan and guidelines presented at January 2023 Meeting. |
| 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 | Board awarded contract at January 2023 meeting. Timetable will be updated once available. |
| Asset Management | TBD | TBD | TBD | TBD | AMD/District | Subcontractor has been hired and is collected data for system. |
| Reserve Funds (Irrigation and O&M) | TBD | TBD | TBD | TBD | District | Rate Adjustment presentation expected at February or March 2023 meeting. |

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

| External Projects | | | | | | |
|---|------|------|-----|--|-----------------|--|
| Public School K-5 | 2023 | 2025 | | | School District | School District took over project |
| Immediate Medical Care | TBD | TBD | TBD | | | Provider to give presentation at February or March 2023 meeting. |
| Ave Maria National Entrance – Speed and Golf Cart Signage | NA | NA | NA | | | Monitoring and documenting situation. |

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

| | Oct - Dec 22 | 22/23 Budget | \$ Over Budget | % of Budget |
|--|---------------------|---------------------|-----------------------|--------------------|
| Expenditures | | | | |
| 01-1130 · Payroll Tax Expense | 45.90 | 612.00 | -566.10 | 7.5% |
| 01-1131 · Supervisor Fees | 600.00 | 8,000.00 | -7,400.00 | 7.5% |
| 01-1310 · Engineering | 18,231.50 | 55,000.00 | -36,768.50 | 33.15% |
| 01-1311 · Management Fees | 18,678.99 | 84,000.00 | -65,321.01 | 22.24% |
| 01-1313 · Website Management | 624.99 | 2,500.00 | -1,875.01 | 25.0% |
| 01-1315 · Legal Fees | 15,842.46 | 75,000.00 | -59,157.54 | 21.12% |
| 01-1320 · Audit Fees | 0.00 | 18,100.00 | -18,100.00 | 0.0% |
| 01-1330 · Arbitrage Rebate Fee | 650.00 | 3,250.00 | -2,600.00 | 20.0% |
| 01-1441 · Travel & Lodging | 362.50 | 4,000.00 | -3,637.50 | 9.06% |
| 01-1450 · Insurance | 39,517.00 | 37,000.00 | 2,517.00 | 106.8% |
| 01-1480 · Legal Advertisements | 1,750.00 | 8,000.00 | -6,250.00 | 21.88% |
| 01-1512 · Miscellaneous | 70.55 | 6,000.00 | -5,929.45 | 1.18% |
| 01-1513 · Postage and Delivery | 84.70 | 2,000.00 | -1,915.30 | 4.24% |
| 01-1514 · Office Supplies | 796.80 | 3,500.00 | -2,703.20 | 22.77% |
| 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 | 3,950.00 | 35,000.00 | -31,050.00 | 11.29% |
| 01-1734 · Continuing Disclosure Fee | 0.00 | 12,000.00 | -12,000.00 | 0.0% |
| 01-1735 · Assessment Roll | 0.00 | 15,000.00 | -15,000.00 | 0.0% |
| 01-1801 · Landscaping - Miscellaneous | 525.00 | 30,000.00 | -29,475.00 | 1.75% |
| 01-1808 · Irrigation Repair | 46,811.27 | 95,000.00 | -48,188.73 | 49.28% |
| 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 | 30,530.71 | 50,000.00 | -19,469.29 | 61.06% |
| 01-1816 · Electric-Streetlights,Landscape | 27,083.65 | 85,000.00 | -57,916.35 | 31.86% |
| 01-1817 · Maintenance Street Sweeping | 0.00 | 1,000.00 | -1,000.00 | 0.0% |
| 01-1818 · Striping & Traffic Markings | 22,625.29 | 100,000.00 | -77,374.71 | 22.63% |
| 01-1819 · Street Light Maintenance | 38,992.39 | 110,000.00 | -71,007.61 | 35.45% |
| 01-1820 · Maint Sidewalk/Curb Repairs | 8,404.05 | 150,000.00 | -141,595.95 | 5.6% |
| 01-1830 · Maintenance Contracts | 166,974.99 | 630,000.00 | -463,025.01 | 26.5% |

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

| | Oct - Dec 22 | 22/23 Budget | \$ Over Budget | % of Budget |
|---|---------------------|---------------------|-----------------------|--------------------|
| 01-1831 · Tree Trimming | 1,821.38 | 146,000.00 | -144,178.62 | 1.25% |
| 01-1832 · Storm Cleanup - Landscaping | 56,919.67 | 25,000.00 | 31,919.67 | 227.68% |
| 01-1833 · Plant Replacement | 41,226.20 | 90,000.00 | -48,773.80 | 45.81% |
| 01-1834 · Mulch | 70,580.40 | 140,000.00 | -69,419.60 | 50.42% |
| 01-1838 · Water Management & Drain | 600.00 | 4,000.00 | -3,400.00 | 15.0% |
| 01-1839 · Entry Feature/Near Well Water | 1,308.84 | 4,500.00 | -3,191.16 | 29.09% |
| 01-1840 · Maintenance Misc. Utilities | 17.20 | 0.00 | 17.20 | 100.0% |
| 01-1841 · Maintenance Irrigation Water | 12,880.42 | 85,000.00 | -72,119.58 | 15.15% |
| 01-1842 · Maint Fountain/Repair | 33,841.89 | 25,000.00 | 8,841.89 | 135.37% |
| 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 | 14,427.00 | 75,000.00 | -60,573.00 | 19.24% |
| 01-1848 · Maintenance Aerators | 0.00 | 2,000.00 | -2,000.00 | 0.0% |
| 01-1850 · Maint-Preserve Maintenance | 23,245.00 | 60,000.00 | -36,755.00 | 38.74% |
| 01-1853 · Maintenance Small Tools | 5,457.54 | 3,500.00 | 1,957.54 | 155.93% |
| 01-1854 · Maint Miscellaneous Repairs | 26,100.83 | 0.00 | 26,100.83 | 100.0% |
| 01-1855 · Maint Vehicle Lease/Fuel/Repair | 14,867.79 | 20,000.00 | -5,132.21 | 74.34% |
| 01-1856 · Maint Mosquito Control | 109,348.27 | 500,000.00 | -390,651.73 | 21.87% |
| 01-1858 · Maint Temp EMS/Fire Facility | 0.00 | 90,000.00 | -90,000.00 | 0.0% |
| 01-1861 · Maint Office Utilities | 621.71 | 0.00 | 621.71 | 100.0% |
| 01-1862 · Maintenance Technicians | 24,978.00 | 110,000.00 | -85,022.00 | 22.71% |
| 01-1863 · Maint Base Management Fee | 5,278.35 | 20,000.00 | -14,721.65 | 26.39% |
| 01-1864 · Maintenance Admin Payroll | 13,380.79 | 55,000.00 | -41,619.21 | 24.33% |
| 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% |
| Total Expenditures | 907,686.83 | 3,524,462.00 | -2,616,775.17 | 25.75% |