



**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

**COLLIER COUNTY
REGULAR BOARD MEETING
& PUBLIC HEARING
MARCH 7, 2023
6:00 P.M.**

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

www.avemariastewardshipcd.org

561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
REGULAR BOARD MEETING & PUBLIC HEARING

March 7, 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. February 7, 2023 Regular Board Meeting Minutes.....Page 2
- I. Public Hearing
 - 1. Proof of Publication.....Page 9
 - 2. Receive Public Comments Adopting Rules Relating to Parking and Parking Enforcement
 - 3. Consider Resolution No. 2023-04 – Adopting Rules Relating to Parking and Parking Enforcement.....Page 10
- J. Old Business
- K. New Business
 - 1. Discussion Regarding the Presentation of District Meeting Materials
 - Audience Comments
 - 2. Consider Approval of Cost Share Agreement between the District and Ave Maria Utility Agreement.....Page 16
 - Audience Comments
 - 3. Consider Approval of Proposal from Davey for Tree PruningPage 28
 - Audience Comments
- L. Administrative Matters
 - 1. Legal Report
 - a. Update on National Gate Operation
 - 2. Engineer Report
 - a. Discussion Regarding Restriping Agreement
 - 3. Manager’s Report
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- M. Board Members Comments
- N. Adjourn

Miscellaneous Notices

Published in Naples Daily News on February 28, 2023

Location

Collier County, Florida

Notice Text

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT NOTICE OF REGULAR BOARD MEETING The Board of Supervisors (the "Board") of the Ave Maria Stewardship Community District (the "District") will hold a Regular Board Meeting ("Meeting") at 6:00 p.m. on March 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 PUBLISH: 2/28/2023 No. 5605947

**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

FEBRUARY 7, 2023

A. CALL TO ORDER

The February 7, 2023, Regular Board Meeting of the Ave Maria Stewardship Community District (the “District”) was called to order at 9:00 a.m. in the Ave Maria Master Association located at 5080 Annunciation Circle, Unit 101, Ave Maria, Florida 34142. The meeting was also available via the Zoom information indicated above.

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

Mr. Klucik led the meeting in prayer.

D. PROOF OF PUBLICATION

Proof of publication was presented indicating that notice of the Regular Board Meeting had been published in the *Naples Daily News* on January 30, 2023, as legally required.

E. ESTABLISH A QUORUM

A quorum was established with the following:

Board of Supervisors

Chairman	Thomas Peek	Absent
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, Commissioner McDaniel, and the following Ave Maria residents: David Shnaider, John & Yvonne Turner, Stu Grzenkiewicz, Kevin Schang, Leslie Beal, Mary Bethhickey, Bea & David Sanford, Sue Schweizer, Debbie Saultz, and Mary Mootz.

There were also others present via Zoom.

F. ADDITIONS AND DELETIONS TO AGENDA

New Business item #5 Consider Two Proposals from O'Donnell Landscaping regarding palm tree replacement.

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

Beatrice Sanford asked about a bench on Milano that went missing? Mr. Diaz informed Ms. Sanford that there were a supply chain issues with the manufacturer that led to the specific bench no longer being produced. A replacement bench will be installed.

A resident also asked about the sidewalks on at the National being open to the public. Staff stated they would research who owns the sidewalk but believes they are public.

H. APPROVAL OF MINUTES

1. January 10, 2023, Regular Board Meeting Minutes

The minutes of the January 10, 2023, Regular Board Meeting were presented for consideration.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Sonalia and passed unanimously approving the minutes of the January 10, 2023, Regular Board Meeting, as presented.

I. OLD BUSINESS

1. Discussion Regarding Updated Parking Policy

Ms. Willson presented her memo provided in the agenda package and explained the towing policy and rules. She also added that as previously discussed by the Board, an alternative location for parking large vehicles is being evaluated.

Mr. Klucik thanked Ms. Willson for the comprehensive memo and policy. He then asked multiple questions regarding specific language in the policy and discussed defining additional terms in the policy.

Mr. Roth asked how a towing company would know the weight of certain vehicles? Do the tow companies weigh each vehicle?

Mr. Karmeris was directed to find out how a towing company would determine weight of vehicles.

a. Consider Resolution No. 2023-03 Adopting Rules Related to Overnight Parking

Ms. Willson presented:

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.

A resident asked if there was a provision to accommodate vehicle parking in Ave Maria?

Mr. Genson stated that an alternative location for parking is being worked on and will hopefully be the old construction compound where the temporary EMS Fire was located.

A **motion** was made by Mr. Klucik, seconded by Mr. DiFlorio and passed unanimously to adopt Resolution 2023-03 Adopting Rules Related to Overnight Parking upon district counsel making the modifications to the language as discussed.

I. NEW BUSINESS

1. Presentation on New Urgent Care Facility

This item was tabled for an upcoming meeting (either March or April).

2. Consider Approval of Cost Share Agreement

Ms. Willson presented and explained that it would be developer funded. Mr. Klucik asked what the plan was for restriping all roads in the community? Mr. Genson stated that all of the assets of the District are being compiled into the new asset management software in order to plan for future repairs and maintenance. Mr. Klucik thanked the developer.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Sonalia and passed unanimously approving the Cost Share Agreement as presented.

3. Consider Approval of Davey Tree Landscaping Installation

Mr. Diaz presented the proposals and identified the areas of the community in which they apply to.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Sonalia and passed unanimously approving the Davey Tree Landscaping Installation proposal.

4. Consider Approval of Proposals for Walking Path Repairs

Mr. Diaz presented the proposals and identified the areas of the community in which they apply to.

A **motion** was made by Mr. Klucik, seconded by Mr. DiFlorio and passed unanimously approving the Walking Path (Sidewalks) Repair proposals.

5. Consider Approval of O'Donnell Landscape Installation Proposals

Mr. Diaz presented the proposals and identified the areas of the community in which they apply to.

A **motion** was made by Mr. Klucik, seconded by Mr. DiFlorio and passed unanimously approving the O'Donnell Landscaping Palm Tree Replacement proposals.

P. ADMINISTRATIVE MATTERS

1. Legal Report

a. Update on National Gate Operation Procedures Letter

Ms. Willson presented her letter that was sent to Lennar and the gate operations vendor regarding the procedures that must be followed. Mr. Roth asked if the sidewalks going in to the National had gates as previously mentioned by a resident during the meeting. It was confirmed that there are gates and Mr. Klucik stated that you cannot force pedestrians into the road therefore the gates should be open to the public if funded by district bond proceeds.

Mr. Grzenkiewicz stated that nothing has changed as far as operations at the National Gate as of the date of this meeting. Ms. Sanford asked if Mr. Genson as the developer could address the issue with the developer of the National. Mr. Genson stated that the developer is letting the district go through the process of getting district business resolved until the point it necessitates developer intervention.

Mr. Klucik added that he will be vigilant in getting this issue resolved and is hopeful that Ms. Willson's efforts are effective.

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 10:17 a.m. by ViceChair Roth. There were no objections.

Secretary/Assistant Secretary

Chair/Vice-Chairman

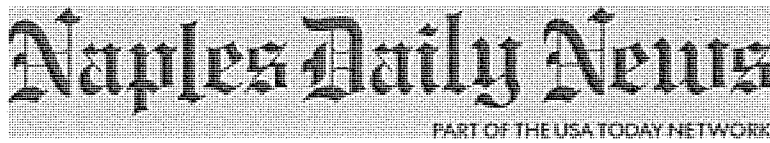
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

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.



Published Daily
Naples, FL 34110

AVE MARIA STEWARDSHIP
2501A BURNS ROAD

PALM BEACH GARDENS, FL 33410

Affidavit of Publication

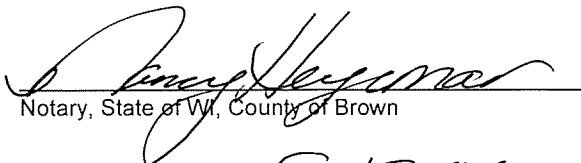
STATE OF WISCONSIN
COUNTY OF BROWN

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

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

Issue(s) dated: 02/06/2023

Subscribed and sworn to before on February 6, 2023:


Notary, State of WI, County of Brown

5.15.23

My commission expires

Publication Cost: \$420.00
Ad No: 0005577991
Customer No: 1303725
PO #: PARKING & TOWING Policy
of Affidavits 1

This is not an invoice

NOTICE OF RULEMAKING FOR PARKING ENFORCEMENT, TOWING, AND OTHER DISTRICT OPERATIONS BY AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

A public hearing will be conducted by the Board of Supervisors of the Ave Maria Stewardship Community District ("District") on March 7, 2023, at 6:00 p.m., at the Ave Maria Master Association, 5080 Annunciation Circle, Unit 101, Ave Maria, Florida 34142.

In accordance with Chapter 120, Florida Statutes, and Chapter 2004-461, Laws of Florida, the District hereby gives the public notice of its intent to adopt proposed rules related to parking enforcement, towing, and other district operations. The proposed rules related to parking enforcement are available to the District office.

The proposed rules may be adjusted at the public hearing pursuant to discussion by the Board of Supervisors and public comment. Specific legal authority for the rules includes Section 120.54, Florida Statutes. Prior notice of rule development was published in the Naples Daily News on February 3, 2023.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.54(1), Florida Statutes, must do so in writing within twenty one (21) days after publication of this notice to the District Manager's Office.

The public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing is asked to advise the District Manager, c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, or by calling (561) 630-4922 (hereinafter, the "District Office") at least forty-eight (48) hours prior to the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) or 1 800-955-8770 (Voice), who can aid you in contacting the District Office.

A copy of the proposed rules may be obtained by contacting the District Manager's Office at 2501A Burns Road, Palm Beach Gardens, Florida 33410, or by calling (561) 630-4922.

Andrew Karmeris
District Manager

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
www.avemariastewardshipcd.org
PUBLISH: 2/6/2023 No. 5577991

NANCY HEYRMAN
Notary Public
State of Wisconsin

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ADOPTING RULES RELATING TO PARKING AND PARKING ENFORCEMENT; RATIFYING THE ACTIONS OF THE DISTRICT MANAGER TO PROVIDE NOTICE THEREOF; 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 resolutions as may be necessary for the conduct of district business; and

WHEREAS, the Board of Supervisors of the District (“Board”) is authorized by the Act to tow vehicles and vessels from its property pursuant provided that the District follows the authorization and notice and procedural requirements in Section 715.07, *Florida Statutes*; and

WHEREAS, the District desires to adopt *Rules Relating to Parking and Parking Enforcement* (“Rule”), pursuant to the provisions of the Act and Section 715.07, *Florida Statutes*, designate Tow-Away Zones, authorize contracting of proper towing vendors and provide for operation and enforcement of the Rules by the District; and

WHEREAS, the Board scheduled the date of the public hearing for Tuesday, March 7, 2023, at 6:00 P.M., at 5080 Annunciation Circle, Unit 101, Ave Maria, Florida 34142, and the District Manager has caused the notice of the public hearing, with the date to be published in a newspaper of general circulation in Collier County, Florida, consistent with the requirements of the Act; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt by resolution the Rule for immediate use and application.

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

SECTION 1. The District Manager’s actions in setting the public hearing are hereby ratified.

SECTION 2. The District hereby adopts the Rule, attached hereto as **Exhibit A**.

SECTION 3. If any provision of this Resolution or the Rule is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 7th day of March 2023.

ATTEST:

**AVE MARIA STEWARDSHIP COMMUNITY
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

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 or Trailer which exceeds the designated area of a single parking space or is not connected to a motorized 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, Class C Vehicles, Vessels and Trailers 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.** *Trailer.* Any non-motorized, mobile structure which normally uses wheels that is drawn by a Vehicle.
- D.** *Vehicle.* Any mobile item which normally uses wheels, whether motorized or not.
- E.** *Vessel.* Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
- F.** *Parked.* A Vehicle, Trailer or Vessel left unattended by its owner or user.

- G.** *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 or Trailer which exceeds the designated area of a single parking space or is not connected to a motorized Vehicle ("**Tow Away Zone**"). Exceptions to this Policy include parking of any Vehicle providing a construction or service operation within a quarter mile of the site where it is parked for a maximum period of three hours. To be entitled to this exemption, the owner or driver must post on the Vehicle's windshield the time initially Parked and address of service site. Furthermore, 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 or Trailer which exceeds the designated area of a single parking space or is not connected to a motorized 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.

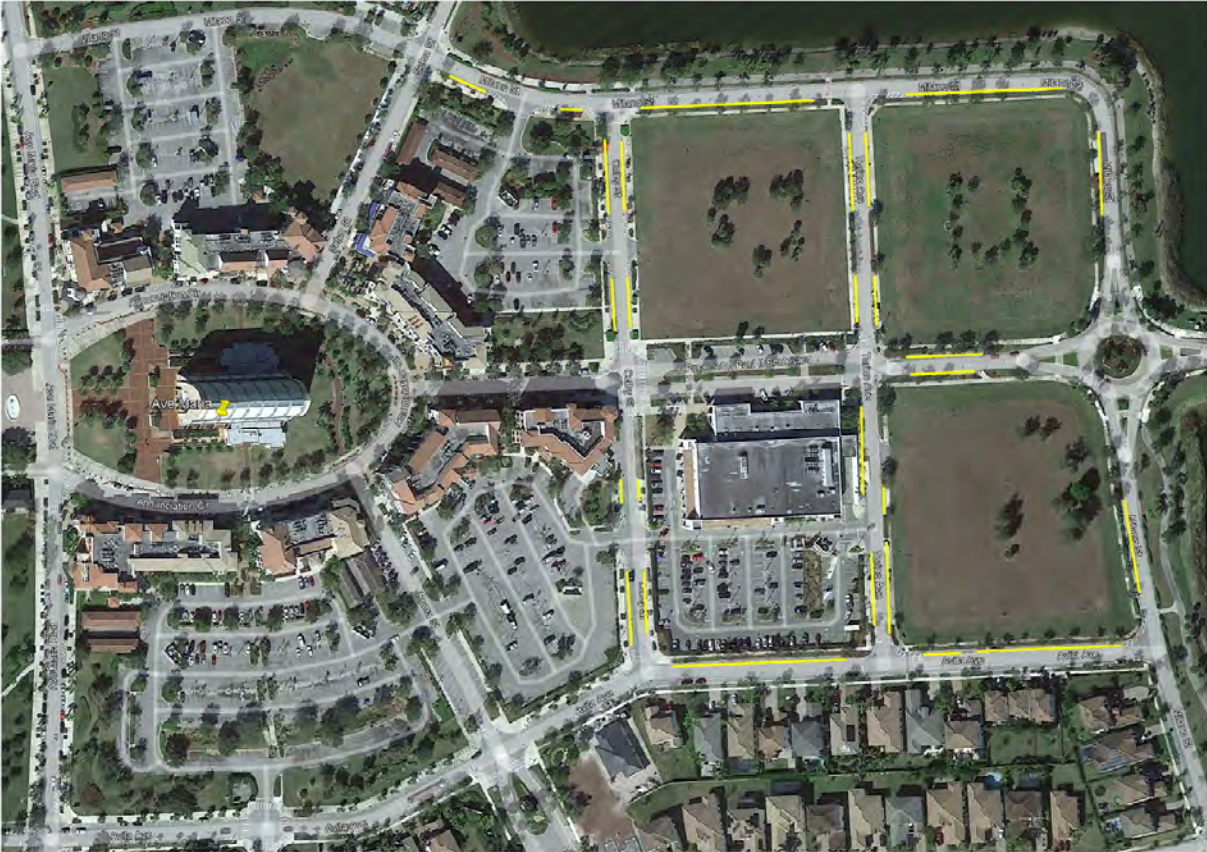
SECTION 6. PARKING AT YOUR OWN RISK. Vehicles may be parked on District property pursuant to this rule, provided however that the District assumes no liability for any theft, vandalism and/or damage that might occur to personal property and/or to such vehicles.

EXHIBIT A – *Tow Away Zone*

Effective date: _____, 2023

Exhibit A:

Tow Away Zone Depicted in Yellow Highlight



**COST SHARE AGREEMENT BETWEEN AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT AND AVE MARIA UTILITY COMPANY, LLLP, FOR
CONSULTING 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 Utility Company, LLLP, a Florida limited liability limited partnership, whose address is 2600 Golden Gate Parkway, Naples, Florida 34105 (“AMUC” 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; and

WHEREAS, AMUC has contracted with an independent contractor to provide geographic information system and asset management consulting services (the “Services”) for assets located within the District owned by a variety of community parties, including the District, as further outlined in **Exhibit A**, attached hereto; and

WHEREAS, for ease of administration and the benefits received by the residents and property owners within the District, the District has agreed to provide funding for a portion of the Services as described in Exhibit A related to District assets; 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 the Services 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:

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. CONSULTING SERVICES CONTRACT AND COST SHARING.

A. The Parties acknowledge that it is in the best interest of the residents and property owners within the District for the Services to be provided within the District. The Parties herein agree that the District shall not be

considered a party to the consulting services contract other than by virtue of the District's status.

- B.** As compensation for the Services described in Exhibit A rendered through September 30, 2023, the District agrees to pay AMUC a total of Fifty Thousand Dollars and No Cents (\$50,000.00). It is anticipated that there may be remaining Services provided after September 30, 2023, or supplemental Services that may be authorized pursuant to Section 3 below in future fiscal years. Additional compensation for such Services may be authorized pursuant to future amendment executed by both Parties pursuant to Section 8 below.

3. APPROVAL OF SUPPLEMENTAL SERVICES. AMUC shall notify the District, in advance, of any supplemental services proposed to be provided by AMUC that it is requesting additional funds from the District. The District shall approve or deny the provision of such supplemental services, in writing within forty-five (45) days of the notification, prior to commencement of such services. The District shall not be required to compensate AMUC for any supplemental services performed without prior written consent.

4. PAYMENT OF COSTS. The District shall make payments in advance to AMUC for the costs, including any supplemental services approved pursuant to Paragraph 3, above. AMUC shall invoice the District for their payment. The District shall make payments no later than fifteen (15) days after receipt of invoice.

5. TERMINATION. The Parties shall each have the right to terminate this Agreement for any reason upon sixty (60) days written notice. Upon termination, the District and AMUC shall account to each other with respect to all matters outstanding as of the date of termination. Upon termination, the District shall not be responsible for any future services, including any Services that have not yet been performed. If District had advance funded any Services that have not been performed at the time of termination, AMUC shall refund such monies to the District. Upon termination of this Agreement, AMUC shall provide District with all records pertaining to the District assets and compiled on its behalf in a format accessible by the District.

6. INDEMNIFICATION. AMUC agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or other damage of any nature, arising out of, or in connection with, any negligent act or omission, or willful misconduct, of AMUC. The provisions of this Paragraph 6 shall survive any revocation, suspension or termination of this Agreement.

7. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arms-length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

8. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all of the Parties hereto.

9. 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 instrument.

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

If to AMD: Ave Maria Utility Company, LLLP
2600 Golden Gate Parkway
Naples, Florida 34105
Attn: Jason Vogel

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 Parties may deliver Notice on behalf of the Parties. 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.

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

12. TERM. This Agreement shall become effective as of the date of execution by the last signing party and renew annually until completion of the Services, along with any additional services authorized pursuant to Section 3 above. Prior to each renewal the AMUC may, with 60 days' written notice to District request an update to the costs described in section 2 upon reassessment. Any such change in cost allocation and computation of the costs will only be effective once executed by the Parties.

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

14. ATTORNEYS' FEES. In the event any Party is required to enforce this Agreement or any provision hereof through binding arbitration, court proceedings or otherwise, the prevailing Party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any such arbitration, litigation or other dispute resolution, and including fees incurred in appellate proceedings.

15. ASSIGNMENT. This Agreement may not be assigned, in whole or in part, by any Party. Any purported assignment without such approval shall be void.

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

17. PUBLIC RECORDS. The AMUC understands and agrees that all documents of any kind for Services performed on behalf of the District, pertaining to District assets, or provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

18. BINDING EFFECT; NO THIRD PARTY BENEFICIARIES. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the District and AMUC. 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 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.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and all antecedent and contemporaneous

negotiations, undertakings, representations, warranties, inducements and obligations are merged into this Agreement and superseded by its delivery. No provision of this Agreement may be amended, waived or modified unless the same is set forth in writing and signed by all of the parties to this Agreement, or their respective successors or assigns.

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

[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 Utility Company, LLLP
a Florida limited liability limited partnership

Witness

By: _____

Print Name

Print Name: _____

Title: _____

Exhibit A: Consulting Services Proposal

EXHIBIT A

Consulting Services Proposal

February 9, 2023

Jason D. Vogel
Ave Maria Utility Company
5076 Annunciation Cir, Suite 102 Ave Maria, FL 34142
JVogel@amuc.com
239-348-0248

RE: Ave Maria Utility Company GIS and Asset Management Services

Dear Jason D. Vogel:

Pursuant to your request, England, Thims & Miller, Inc. (ETM) is pleased to submit a professional services fee proposal to Ave Maria Utility Company for continued geographic information system (GIS) and asset management consulting services for infrastructure described below located within the Ave Maria Stewardship Community District boundaries.

Task 1 – GIS and Asset Management Support Services

Place of Performance: Virtual/Remote/On-site

Approach:

ETM will provide on-going consulting services for Ave Maria Utility Company to support GIS and asset management services throughout the Ave Maria through staff augmentation. ETM will provide a dedicated geospatial consultant and team to provide the following, but not limited to type of services.

- **System Optimization:** ETM's team will review and standardize Ave Maria Utility Company's Esri ArcGIS Online and Cartegraph's OMS environments to better align with industry standards.
- **Data Management:** ETM's team will routinely update Ave Maria Utility Company's GIS data features via digitizing or CAD-to-GIS conversion and help automate updates using GIS python scripts, (if possible). Create data collection processes using Cartegraph's mobile application.
- **Training and Support.** ETM's team will provide GIS and asset management training and dedicated support to Ave Maria Utility Company.
- **Work and Asset Management Optimization.** ETM's team will review existing work and asset management environments and provide recommendations, correct errors/issues with configuration. Additionally, ETM's team will review existing OMS preventive maintenance plans, automations, reports, dashboard gadgets, filters and or create ones to expedite/optimize workflows.

- **Operational Process Review.** ETM's team will work with Ave Maria Utility Company's staff and assist with identifying opportunities to improve processes and workflows for work and asset management.
- **System Administration:** ETM's team will provide Esri GIS and Cartegraph OMS system administration for Ave Maria Utility Company. Tasks include, but are not limited to the following: update data structure, creating new fields, editing layouts, etc.

Requirement Gathering Workshop On-Site Session

ETM proposes a 3-day on-site requirement gathering workshop (RGW) to meet with Ave Maria Utility Company's key personnel and gather workflow processes and current challenges. Through the workshops and interviews, ETM will identify best fit scenarios for OMS and use the information to best configure and optimize the services listed above.

Task 1 - Cost	
GIS and Asset Management Services *	\$138,000
Travel Expenses **	\$5,000
Total Cost	\$143,000

* Service fees not to exceed amount without prior approval

** Travel and expense fees not to exceed without prior approval

Task 2 – Additional On-site Services and Travel Expenses (if needed)

ETM will provide additional on-site visits/sessions at the request of the Ave Maria Utility Company team. A rate **\$155/hr.** will be applied for 'Task 2' to capture ETM's staff travel time. Any additional travel expenses for meals, rentals, and hotels, etc. related to the request will also be applied.

ETM's team will work with Ave Maria Utility Company to coordinate additional on-site visits related to the services listed above in 'Task 1'.

If the scope of a request overlaps with services identified in 'Task 1' or hours dedicated to ETM through Cartegraph's 'Orange Advantage' hours, only the time and expenses that exceed the dedicated hours for 'Orange Advantage' and travel will be invoiced.

Requests for services not included in 'Task 1' by Ave Maria Utility Company, or would take an extended period time/effort and require extra resources would be communicated and applied to 'Task 2'.

Task 2 - Cost Budget	
Additional Services/Expenses ***	\$10,000

*** Services, expense, and travel fees not to exceed without prior approval

Task 1 & 2 – Billing and Invoicing Approach

ETM's team will track the billing of time, expenses, and invoicing against two (2) classifications of asset groups ('wet' and 'dry' as shown below). ETM will use their internal project and billing system to separately track and invoice Ave Maria Utility Company for services using two separate project numbers.

Using the two separate project numbers will allow ETM and Ave Maria Utility Company to easily separate and track against current fiscal budget funds. Future project codes can be added in the future as needed.

- (1) All types of assets that fall under the following domains are considered '**wet**' and will bill against a bucket of funds supported, **Water, Wastewater, Irrigation, Treatment Plants**
- (2) All types of assets that fall under the following domains are considered '**dry**' and will bill against a bucket of funds supported, **Storm, Transportation, Walkability, Parks & Recreation, and other custom assets such as 'curb', 'easement,' 'fence', and 'reflectors.'**
 - i. Funding for the scope of work related to bullet (2) above ('dry') are subject to district board review and approval.

ETM Software Supplement As Shown in Task 1

Client Name: Ave Maria Utility Company ("Client")

Client Address: 5076 Annunciation Cir, Suite 102 Ave Maria, FL 34142

Client Contact: Jason D. Vogel

Client Email: JVogel@amuc.com

Client Phone: 239-348-0248

Software: ☐ DeepVUE ☒ Esri ☒ Cartegraph ☐ Other:

Scope of Work: Client hereby retains ETM to perform the services (the "**Services**") outlined in the '**Scope of Work**' section above starting on Page 1.

Any software deliverable arising from the Services, together with any software elected above, together constitute the "**Software**." Client's use of the Software is subject to the Software Supplement on the next page.

Software-Specific Terms

Incorporation: This Software Supplement incorporates by reference the General Conditions, attached hereto.

Access and Use: ETM hereby grants to Client a non-exclusive, non-sublicensable, non-transferable right to access and use the Software (and any applicable web portal) during the Term. ETM reserves the right to suspend Client's access to any applicable online portal if Client breaches this Software Supplement or the General Terms, including the terms requiring timely payment of invoices.

Client shall not use the Software for any purposes beyond the scope of access granted herein and shall not reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any code supporting the Software, nor shall Client use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right of any person or applicable law. Client is responsible for all acts and omissions of its employees or agents who access the Software through Client's access to the Software.

Support: If the Software has any issues impairing Client's use of same, such as delays, inoperability, or glitches, then Client's sole remedy is to contact ETM's support team. Client may contact ETM's support team through Client's dedicated contact with ETM during normal business hours or by emailing SolutionSupport@etm-inc.com. ETM will use commercially reasonable efforts to respond and address the issues in a timely manner.

Suspension of Software: ETM may suspend Client's access to the Software if: (a) ETM reasonably determines that there is a threat or attack on the Software or other ETM or third-party intellectual property rights; (b) continued access to the Software could violate applicable law or infringe the intellectual property rights of a third party; (c) if Client uses the Software for fraudulent or illegal activities; or (d) if any third-party vendor of ETM suspends ETM's access or use of the third party's services necessary for the provision of the Software. ETM shall use commercially reasonable efforts to apprise Client of such suspension and to resume providing access to the Software as soon as reasonably possible after the event giving rise to the suspension has been resolved. ETM will have no liability for any damage, liabilities, losses (including loss of data or profits) incurred as a result of such a suspension.

Mutual Confidentiality: In the course of performing the Services, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Information obtained from Cartegraph services is also **Confidential Information**. **Confidential Information** does not include information that, at the time of disclosure, is (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party.

The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees or agents who have a need to know the Confidential Information to exercise the receiving party's rights or perform the receiving party's obligations hereunder. Either party may disclose Confidential Information to the limited extent necessary to comply with the order of a court or governmental body, or as necessary to comply with applicable law, provided that the party making the disclosure first gives written notice to the other party (if permitted by law) to give the other party a reasonable opportunity to obtain a protective order.

Upon termination of this Software Supplement, or upon request by the disclosing party, the receiving party shall promptly return or destroy all documents or electronic embodiments of the disclosing party's Confidential Information. Each party's obligations of nondisclosure with respect to Confidential Information will expire five years from the date first disclosed to the receiving party, except that with respect to any Confidential Information constituting a trade secret, such obligations of nondisclosure will survive the termination or expiration of this Software Supplement for as long as such Confidential Information remains a trade secret under applicable law.

Equitable Relief: Each party acknowledges that a breach or threatened breach by the party of its confidentiality obligations hereunder would cause the other party irreparable harm for which monetary damages would not be an adequate remedy. Each party therefore agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, without any requirement to post bond, in addition to all other remedies at law and equity.

Warranty Disclaimer: ETM PROVIDES ALL DATA, SOFTWARE, AND TRAINING "AS IS." ETM EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SOFTWARE, SERVICES OR DATA PROVIDED UNDER THIS SOFTWARE SUPPLEMENT. ETM MAKES NO WARRANTY THAT THE SOFTWARE OR PRODUCTS RESULTING FROM THE SERVICES WILL MEET CLIENT'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

Intellectual Property Ownership: Client acknowledges that, as between Client and ETM, ETM owns all right, title, and interest, including all intellectual property rights, in and to the Software (as configured by ETM), documentation accompanying any training, and other intellectual property provided by ETM to Client. If Client, or its employees or agents, suggests any feedback, such as a new feature or functionality to add to the Services or Software, then ETM is free to use such feedback irrespective of any other obligation or limitation between the parties. Client shall not remove any proprietary or confidential legends from any data outputs (or derivative works thereof) obtained from the Services. ETM reserves all rights not expressly granted to Client in this Software Supplement.

With respect to third-party products, such as products provided by Esri and Cartegraph, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to such products.

ETM acknowledges that, as between ETM and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to all information, trademarks, trade secrets, and other intellectual property provided by Client to ETM in any form or medium (the "**Client Data**"). Client grants to ETM a non-exclusive, worldwide, royalty-free license to reproduce, display, distribute, and otherwise use the Client Data and perform acts with respect to the Client Data that may be necessary for ETM to provide the Services to Client. It is Client's sole responsibility to inform ETM in writing in advance of any proprietary information, such as proprietary maps, that Client provides to ETM in connection with the Services.

Term and Termination: The Term of this Software Supplement will be for the duration listed on the first page hereto. If Client wishes to continue receiving the Services after the expiration of the Term, then Client must inform ETM in writing no later than 60 days before the expiration of the Term. ETM will then send Client monthly invoices, as stated in the General Conditions, at the hourly rate listed above.

If Client chooses to terminate this Software Supplement prior to the expiration of the Term, then Client shall provide written notice of same to ETM. Within 30 days of Client's termination of this Software Supplement, ETM shall provide to Client an itemized list showing all costs incurred by ETM as a result of Client's early termination, such as the pro rata cost of any third-party license fees procured by ETM for Client. Client shall reimburse ETM the full amount of all invoiced costs within 30 days of Client's receipt of same. Upon expiration or termination of this Software Supplement, Client shall immediately cease use of the Software.

Indemnification: Each party shall indemnify and hold harmless the other party from and against any and all claims arising from or relating to the party's breach of this Software Supplement or any representation or warranty herein. Notwithstanding the foregoing, if ETM receives notice that any Software provided hereunder infringes an intellectual property right of a third party, then Client's sole remedy is to obtain from ETM a non-infringing version of the Software with substantially the same functionality as the Software. If this remedy is insufficient or impracticable, then ETM may terminate this Software Supplement on notice to Client.

Entire Agreement: This Software Supplement, together with the General Terms, constitute the sole and entire agreement of the parties with respect to the Software and the Services and supersedes all prior and contemporaneous understandings, agreements, and representations with respect to same.

Amendment; Waiver: No amendment to this Software Supplement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereunder will be effective unless explicitly set forth in writing and signed by the waiving party.

Submission to Jurisdiction: Any legal action arising out of or relating to this Software Supplement must be instituted in the federal or state courts located in Jacksonville, Florida. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such action.

Survival: The Mutual Confidentiality, Indemnification, Warranty Disclaimer, and Intellectual Property Ownership, and Submission to Jurisdiction clauses hereof will survive the termination or expiration of this Software Supplement.

Please indicate your agreement with this proposal by signing in the space provided and return one copy to our office.

If you should have any questions or require additional information, please call. Thank you for this opportunity to be of professional service.

Sincerely,

England-Thims & Miller, Inc.



Daniel Johns, GISP
Director of Geospatial Technologies



Shawn Barnett
EVP, Survey and Geospatial Technologies

Accepted this _____ day

of _____, 2023

By: _____

For: Ave Maria Utility Company

Its: _____

Client	2/10/2023
THE DAVEY TREE EXPERT CO. ATTN: ROGER ECHOLS 5072 ANNUNCIATION CIR STE 333 Ave Maria, FL 34142-9730	Proposal #: 20030816-1675989938 Account #: 7562401 Home: (407) 468-0326 Work: (407) 468-0326 Mobile: (321) 695-9213 Email: roger.echols@davey.com

Tree Care	Service Period	Price	Tax	Total
<input type="checkbox"/> Tree Pruning		\$118,000.00		\$118,000.00

AVE MARIA:

1,073 Hardwood Trees along common area street sides and 3 lakes

- Crown Raise up to 16-18 feet over street and 12-14 feet over lawn by selective removal and/or pruning of branches to elevate and shorten for vertical clearance.

Palm Pruning - pruning of selective fronds including dead, declining and dangerous fronds, flowers and fruit to a maximum angle of 180 degrees to the following palms:

- 950 Sabal Palms
- 256 Queen Palms
- 174 Medjool Palms

Remove all resulting debris

Streets listed below

Ave Maria Blvd
Useppa Dr.
Avila
Torino
Milano
Pope John Paul II
Colby
Seton
Owens Way
Iron Horse Way
Annunciation Cir
3 Lakes

☐ Yes, please schedule the services marked above.



The Davey Tree Expert Company
5515 Yahl St Suite A
Naples, FL 34109-1951
Phone: (239) 403-9665 Fax: (239) 403-9662
Email: Rich.Wiland@davey.com



Client

2/10/2023

THE DAVEY TREE EXPERT CO.
ATTN: ROGER ECHOLS
5072 ANNUNCIATION CIR STE 333
Ave Maria, FL 34142-9730

Proposal #: 20030816-1675989938
Account #: 7562401
Home: (407) 468-0326
Work: (407) 468-0326
Mobile: (321) 695-9213
Email: roger.echols@davey.com

\$ _____ Deposit Required / \$ _____ Deposit Received

Upon completion of work, please charge balance to credit card ____ Yes ____ No

Deposit payment options we accept are check or credit card

To pay by check mail to

To pay by credit card call

The Davey Tree Expert Company (239) 403-9665
5515 Yahl St Suite A
Naples, FL 34109-1951



ACCEPTANCE OF PROPOSAL: The above prices and conditions are hereby accepted. You are authorized to do this work as specified. I am familiar with and agree to the terms and conditions appended to this form. All deletions have been noted. I understand that once accepted, this proposal constitutes a binding contract. This proposal may be withdrawn if not accepted within 30 days.

Richard Wiland

Richard Wiland
ISA Certified Arborist FL-6320A

Authorization

Date

Client Guarantee

We use quality products that are administered by trained personnel. We guarantee to deliver what we have contracted to deliver. If we do not, we will work with you until you are satisfied, or you will not be charged for the disputed item. Our Client Care Guarantee demonstrates our commitment to creating lifelong client relationships.

Tree Care

PRUNING: Performed by trained arborists using industry and Tree Care Industry Association (TCIA) approved methods.

TREE REMOVAL: Removal to within 6" of ground level and cleanup of debris.

STUMP REMOVAL: Mechanical grinding of the visible tree stump to at or just below ground level. Stump area will be backfilled with stump chips and a mound of remaining chips will be left on site unless otherwise stated in the contract. Chip removal, grading and soil backfill are available.

CLEAN-UP: Logs, brush, and leaves, and twigs large enough to rake are removed. Sawdust and other small debris will not be removed.

CABLING/BRACING: Cabling and bracing of trees is intended to reduce damage potential. It does not permanently remedy structural weaknesses, is not a guarantee against failure and requires periodic inspection.

Tree and Shrub Fertilization/SoilCare

Your arborist will assess your property's overall soil conditions either through physical assessment or through soil testing and will recommend a soil management program to help the soil become a better medium to enable healthy plants to thrive or unhealthy plants to regain their vitality. SoilCare programs will include fertilizers, organic humates, fish emulsions and other organic soil conditioners.

Our advanced formula, Arbor Green PRO, works with nature to fertilize without burning delicate roots, building stronger root systems and healthier foliage. It contains no chlorides or nitrates. It is hydraulically injected into the root zone and the nutrients are gradually released over time. Research and experience shows the dramatic benefits Arbor Green PRO provides: greater resistance to insects and diseases, greater tolerance to drought stress, increased vitality, and healthier foliage.

Tree and Shrub Plant Health Care

PRESCRIPTION PEST MANAGEMENT: Customized treatments to manage disease and insect problems specific to plant variety and area conditions. Due to the short term residual of available pesticides, repeat applications may be required.

INSECT MANAGEMENT: Inspection and treatment visits are scheduled at the proper time to achieve management of destructive pests. Pesticides are applied to label specifications.

DISEASE MANAGEMENT: Specific treatments designed to manage particular disease problems. Whether preventative or curative, the material used, the plant variety being treated, and the environmental conditions all dictate what treatment is needed.

EPA approved materials will be applied in accordance with State and Federal regulations.

Lawn Care

FERTILIZER AND MECHANICAL SERVICES: Balanced fertilizer treatments applied throughout the growing season help provide greener turf color and denser root development. To help bring about a better response to these applications, we also provide aerification, lime, overseeding, and lawn renovation.

WEED CONTROL AND PEST MANAGEMENT: Broadleaf weed control is applied either as a broadcast or a spot treatment. Granular weed management may be broadcast. We also offer pre-emergent crabgrass management in the spring and, if needed, a post emergent application later in the year. Our surface insect management is timed to reduce chinch bugs, sod webworms, and billbugs. We also offer a grub management application. Disease management materials and treatments are matched to particular disease problems. This usually requires repeat applications.

Other Terms and Contract Conditions

INSURANCE: Our employees are covered by Worker's Compensation. The company is insured for personal injury and property damage liability. Proof of insurance can be verified by requesting a copy of our Certificate of Insurance.

WORKING WITH LIVING THINGS: As trees and other plant life are living, changing organisms affected by factors beyond our control, no guarantee on tree, plant or general landscape safety, health or condition is expressed or implied and is disclaimed in this contract unless that guarantee is specifically stated in writing by the company. Arborists cannot detect or anticipate every condition or event that could possibly lead to the structural failure of a tree or guarantee that a tree will be healthy or safe under all circumstances. Trees can be managed but not controlled. When elevated risk conditions in trees are observed and identified by our representatives and a contract has been signed to proceed with the remedial work we have recommended, we will make a reasonable effort to proceed with the job promptly. However, we will not assume liability for any accident, damage or injury that may occur on the ground or to any other object or structure prior to us beginning the work. Site inspections do not include internal or structural considerations unless so noted. Unless otherwise specified, tree assessment will not include investigations to determine a tree's structural integrity or stability. We may recommend a Risk Assessment be conducted for an additional charge.

TREE CARE STANDARDS: All work is to be performed in accordance with current American National Standards Institute (ANSI) Standard Practices for Tree Care Operations.

OWNERSHIP OF TREES/PROPERTY: Acceptance constitutes a representation and warranty that the trees and property referenced in this quote are either owned by the signee or that written permission has been received to work on trees which are not on the signee's property.

TIME & MATERIAL (T&M): Jobs performed on a T&M basis will be billed for the time on the job (not including lunch break), travel to and from the job, and materials used.

BILLING & SALES TAX: All amounts deposited with us will either be credited to your account or applied against any amounts currently due. Our invoices are due net 30 days from invoice date. Services may be delayed or cancelled due to outstanding account balances. Sales tax will be added as per local jurisdiction. Clients claiming any tax exempt status must submit a copy of their official exempt status form including their exemption number in order to waive the sales or capital improvement tax.

PAYMENT: We accept checks and credit cards. Credit card payments may be made online at our web site. Paying by check authorizes us to send the information from your check to your bank for payment.

UNDERGROUND PROPERTY: We are not responsible for any underground property unless we have been informed by you or the appropriate underground location agency.

SCHEDULING: Job scheduling is dependent upon weather conditions and work loads.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

MARCH 2023

Project Name	Start Date	End Date	Est. Cost	% Complete	Responsible Party	Comments
Landscaping S. AMB- Phase II	01/2023	09/2023	\$185,919	TBD%	District	Project is underway and in current year operating budget.
Anthem Parkway Phase 5A	2 nd Quarter 2023	Public School Start	TBD	TBD	AMD	Design and Permitting underway
Anthem Parkway Phase 5B	3 rd Quarter 2023	Public School Start	TBD	TBD	AMD	Will take longer due to environmental permits.
Trees Replacement around Milano, Avilla and AMB	2022	3/2023	\$90,000	TBD	District	Proposals approved at February meeting. Installation expected to be complete by early March.
Signage throughout community	N/A	2 nd Quarter 2023	N/A	N/A	AMD	Signs are in fabrication and expected installation 2 nd quarter of 2023.
Parking on District Roads	01/2023	2 nd Quarter 2023	N/A	N/A	District	Public hearing on towing policy set for March 2023 meeting. Lease agreement for old EMS site being prepared.
Town Core Striping and Flashing Signs	01/2023	6/2023	\$188,000	TBD	District	Board awarded contract at to Quality Enterprises USA.

Ave Maria Stewardship Community District
Budget vs. Actual
October 2022 through January 2023

	Oct '22 - Jan 23	22/23 Budget	\$ Over Budget	% of Budget
Expenditures				
01-1130 · Payroll Tax Expense	107.10	612.00	-504.90	17.5%
01-1131 · Supervisor Fees	1,400.00	8,000.00	-6,600.00	17.5%
01-1310 · Engineering	27,901.50	55,000.00	-27,098.50	50.73%
01-1311 · Management Fees	24,905.32	84,000.00	-59,094.68	29.65%
01-1313 · Website Management	833.32	2,500.00	-1,666.68	33.33%
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	2,086.00	8,000.00	-5,914.00	26.08%
01-1512 · Miscellaneous	123.15	6,000.00	-5,876.85	2.05%
01-1513 · Postage and Delivery	595.16	2,000.00	-1,404.84	29.76%
01-1514 · Office Supplies	877.35	3,500.00	-2,622.65	25.07%
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	2,375.00	30,000.00	-27,625.00	7.92%
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	30,825.71	50,000.00	-19,174.29	61.65%
01-1816 · Electric-Streetlights,Landscape	31,917.15	85,000.00	-53,082.85	37.55%
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	54,560.45	110,000.00	-55,439.55	49.6%
01-1820 · Maint Sidewalk/Curb Repairs	31,519.05	150,000.00	-118,480.95	21.01%
01-1830 · Maintenance Contracts	222,633.32	630,000.00	-407,366.68	35.34%

Ave Maria Stewardship Community District
Budget vs. Actual
October 2022 through January 2023

	Oct '22 - Jan 23	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	85,235.80	90,000.00	-4,764.20	94.71%
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	1,966.04	4,500.00	-2,533.96	43.69%
01-1840 · Maintenance Misc. Utilities	17.20	0.00	17.20	100.0%
01-1841 · Maintenance Irrigation Water	21,677.99	85,000.00	-63,322.01	25.5%
01-1842 · Maint Fountain/Repair	33,854.46	25,000.00	8,854.46	135.42%
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	19,236.00	75,000.00	-55,764.00	25.65%
01-1848 · Maintenance Aerators	0.00	2,000.00	-2,000.00	0.0%
01-1850 · Maint-Preserve Maintenance	26,495.25	60,000.00	-33,504.75	44.16%
01-1853 · Maintenance Small Tools	6,437.12	3,500.00	2,937.12	183.92%
01-1854 · Maint Miscellaneous Repairs	26,100.83	0.00	26,100.83	100.0%
01-1855 · Maint Vehicle Lease/Fuel/Repair	15,300.31	20,000.00	-4,699.69	76.5%
01-1856 · Maint Mosquito Control	128,847.87	500,000.00	-371,152.13	25.77%
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	33,749.19	110,000.00	-76,250.81	30.68%
01-1863 · Maint Base Management Fee	7,037.80	20,000.00	-12,962.20	35.19%
01-1864 · Maintenance Admin Payroll	18,084.76	55,000.00	-36,915.24	32.88%
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	1,124,634.69	3,524,462.00	-2,399,827.31	31.91%