



# **AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

## **COLLIER COUNTY REGULAR BOARD MEETING APRIL 4, 2023 9:00 A.M.**

**5080 ANNUNCIATION CIRCLE, SUITE 101, AVE MARIA, FLORIDA 34142**

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

### **DISTRICT MANAGER**

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

**561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile**

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

**April 4, 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
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- J. New Business
  - 1. Consider Approval of Change Order No. 1 between the District and O'Donnell Landscapes, Inc. for Ave Maria Boulevard Phase 2 Landscape Installation.....Page 10
    - Audience Comments
  - 2. Consider Resolution No. 2023-05 – Designating Registered Agent.....Page 24
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  - 3. Consider Approval Bond Finance Team Funding Agreement.....Page 25
    - Audience Comments
  - 4. Consider Approval Engagement Letter with MBS Capital Markets, LLC .....Page 30
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- K. Administrative Matters
  - 1. Legal Report
  - 2. Engineer Report
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- L. Board Members Comments
- M. Adjourn

# Miscellaneous Notices

Published in Naples Daily News on March 24, 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 9:00 a.m. on April 4, 2023, in the Ave Maria Master Association located at 5080 Annunciation Circle, Unit 101, Ave Maria, Florida 34142, and will also hold the Meeting utilizing communications media technology through the following login information: Join by URL for VIDEO ACCESS at: <https://us02web.zoom.us/j/84351784590> Meeting ID: 843 5178 4590 Join by PHONE at: 1-929-436-2866 Meeting ID: 843 5178 4590 The purpose of the Meeting is for the Board to address District related items as noted on the Agenda. At such time the Board is so authorized and may consider any business that may properly come before it. A copy of the agenda may be obtained at the offices of the District Manager, Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (561) 630-4922, during normal business hours, or by visiting the District's website at [www.avemariastewardshipcd.org](http://www.avemariastewardshipcd.org) seven (7) days prior to the meeting date. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY)/1-800-955-8770 (Voice), for aid in contacting the District Manager's office. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. AVE MARIA STEWARDSHIP COMMUNITY DISTRICT [www.avemariastewardshipcd.org](http://www.avemariastewardshipcd.org) PUBLISH: 3/24/2023 No. 5635327

**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 March 7, 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 February 28, 2023, as legally required.

**E. ESTABLISH A QUORUM**

A quorum was established with the following:

**Board of Supervisors**

Chairman	Thomas Peek	Present (via Zoom)
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 (via phone)	Barron Collier Companies

Also present were the following:

Kim Twiss, Roger Echols, Jason Vogel and the following Ave Maria residents: Ronny Lambotte, Theresa & Steve DeMaio, David & Rae Arsenault, Scott & Carol Dobson, Victor Acquista, Paula Csantaveri, Gerard & Paula Federici, John & Yvonne Turner, Jean & Jeff Burns, Bea & David Sanford, Sue Schweizer, Jeff Plys, Joseph MaryAnn and Cali Cavanaugh, Ben Anderson, Joe Palomino, Kevin Iepson, Geovanni Rodriguez, Mike Mayo, Nicole C. Green and Kevin Schang.

There were also others present via Zoom.

#### **F. ADDITIONS AND DELETIONS TO AGENDA**

New Business item #4 Standards and Criteria in Place for Use on District Lands.

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

Sue Schweizer, a district resident, addressed the board regarding golf cart speed enforcement and the possibility of hiring a security company to police and enforce golf cart rules. Mr. Karmeris reminded the Board that the Sheriff's Office said they cannot enforce golf cart speeds on the path.

Ben Anderson, a district resident, thanks Mr. Klucik for assisting him with an American flag issue in his HOA. He then asked if it was possible to hire additional police to patrol the community? The Board informed Mr. Anderson that the Sheriff's Office has stated they do not have the manpower and hiring off duty police officers is not possible at this time.

Ronny Lambotte, a district resident, addressed the Board regarding the newly opened segment of Anthem. He asked that the speed limit be lowered and additional trees/vegetation be put in on the east side of Anthem's new section. Mr. Sonalia responded that the developer is aware of this and that section is part of a future landscape plan. Mr. Klucik had follow up questions regarding other homes in that area. Mr. Lambotte stated there was no foliage on Anthem near the other homes either.

Jean Burns, a district resident, asked about putting another golf cart path on the other side of Ave Maria Boulevard.

Nicole Green, a district resident, asked if Chairman Peek will be able to vote via zoom? Ms. Willson stated that in accordance with the District's Rules of Procedure, he could vote but does not count towards the three board member physical quorum.

Jeff Plys, a district resident, stated that the golf cart speeding has gotten out of hand and he seen golf cart drivers running stop signs. Mr. Roth asked residents to please call the Sheriff's Department when they see violations.

Mr. Klucik stated that he was very disappointed to see a fire truck speed by to get to Publix, not to an emergency.

Mr. DiFlorio informed the maintenance team that the flashing light that says stop was not working.

## **H. APPROVAL OF MINUTES**

### **1. February 7, 2023, Regular Board Meeting Minutes**

The minutes of the February 7, 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 February 7, 2023, Regular Board Meeting, as presented.

## **I. PUBLIC HEARING – RULES RELATING TO PARKING AND ENFORCEMENT**

Vice Chairman Roth opened the Public Hearing at 6:26 p.m.

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

Proof of publication was presented indicating that notice of the Public Hearing had been published in the *Naples Daily News* on February 6, 2023, as legally required.

### **2. Receive Public Comments Adopting Rules Relating to Parking and Parking Enforcement**

Ms. Willson presented the Towing and Parking Procedures and gave some background from the prior two meetings.

Geovanni Rodriguez, a district resident, discussed his profession as a truck driver and stated that there aren't any other places to park trucks in the area. Mr. Rodriguez' wife thanked the Board for being conscience of the residents whose professions involve truck and trailers.

Victor Acquista, a district resident, expressed his support for Resolution 2023-04. He stated that 14 vehicles were parked in what would soon become a restricted parking area. He then asked the board if they believed the parking situation reached the definition of a truck depot? The board declined to comment but stated they are taking action to resolve the issue.

### **3. Consider Resolution No. 2023-04 – Adopting Rules Relating to Parking and Parking Enforcement**

## **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.**

Mr. Klucik asked about abandoned cars and whether it would be problematic to update the language? Ms. Willson said it would not be problematic to amend the policy language but procedurally it would be difficult to log daily which vehicles may or may not be abandoned.

Mr. DiFlorio asked if the developer has a plan for an alternative location. Ms. Willson stated yes, Mr. Genson plans to meet with Ave Maria University as soon as possible regarding the area that was used for the temporary EMS facility.

Mr. Klucik asked if we can make this effective as of May 1, 2023? Ms. Willson stated that the adoption date would be the effective date but could wait until alternative locations and the signs are up.

Mr. Genson stated that this is not a simple matter on public roads and the process takes time. He then apologized if it is not being resolved as quickly as some would like it to. He made it clear that the developer does not want to penalize residents for their profession but also understands that the parking situation is an issue and we are working towards a resolution.

A **motion** was made by Mr. Klucik, seconded by Mr. DiFlorio and passed unanimously approving Resolution 2023-04 Adopting Rules Relating to Parking and Parking Enforcement as presented.

The public hearing was closed at 7:01 p.m. and the regular board meeting was reconvened.

## **J. OLD BUSINESS**

## **K. NEW BUSINESS**

### **1. Discussion Regarding the Presentation of District Meeting Materials**

Mr. Klucik would like to put Ave Maria's information on the cover page including meeting location, website, etc.

Mr. Sonalia suggested that an Ave Maria Stewardship District logo be created. Mr. Klucik volunteered to work on a logo.

### **2. Consider Approval of Cost Share Agreement Between Ave Maria Stewardship Community District and Ave Maria Utility Company, LLP for Consulting Services**

Ms. Willson presented the agreement. Mr. Vogel of Ave Maria Utility Company, LLP asked the board to enter into the agreement and for the approval of the \$50,000 budgeted for asset management be used towards sharing in the cost with Ave Maria Utility Company. Mr. Klucik had some follow up questions regarding the agreement and whether it was always planned to be done with the utility company? Mr. Genson stated that it was not always planned to do in step with the utility company, however, the District always planned to catalog all the assets it owned through asset management software. He then stated the utility company is already going through this process and it was more cost effective to piggy back on what the utility company was already doing. Mr. Vogel stated that all the data collected would be digital in nature and given to the District upon completion for future use. After a lengthy discussion, the board was in agreement that sharing the cost with utility company made sense.

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

### **3. Consider Approval of Davey Tree Pruning Proposal**

Mr. Karmeris presented the proposal and informed the board that this is a budgeted item and would be under budget for the year.

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

### **4. Use of District Land – Criteria or Standards for Use**

Mr. Klucik stated that he would like to be careful on how the District allows certain events going forward. Mr. Sonalia agreed that this was a good idea. Ms. Willson encourage the district to establish a special event permit process. The Board directed district counsel to draft policy and procedures for events using district land for consideration at a future meeting.

District resident Nicole Green encouraged the district to carefully craft the language to clarify which parks are public and which are private.

## **L. ADMINISTRATIVE MATTERS**

### **1. Legal Report**

#### **a. Update on National Gate Operation**

Ms. Willson informed the board that the sidewalks are also public and entry should not be denied to the public. Mr. Klucik stated that pedestrians should not be forced to walk in the street to the guard gate to ask for entry if the sidewalk gates are locked. Robb asked that a discussion with Lennar regarding the sidewalk gate access be held.

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

#### **a. Discussion Regarding Restriping Agreement**

Mr. Tryka stated that the majority of the project had been completed but a small punch list of items remains. Ms. Twiss stated that the association has received positive compliments regarding the restriping project.

#### **b. University Intersection**

Mr. Tryka gave an update. He stated that traffic engineer Norm Trebilcock's stop sign study would be completed by the end of the week.

There were additional questions for Mr. Tryka regarding single yellow line striping near public. Mr. Tryka stated that the restriping project restripes over the old stripes. Mr. Tryka confirmed that the striping is in compliance with current permitting.

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



**a AMSCD Projects Update**

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

**b. Financials**

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

**M. BOARD MEMBER COMMENTS**

There were no board member comments.

**N. ADJOURNMENT**

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 8:22 p.m. by Vice Chair Roth. There were no objections.

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**Secretary/Assistant Secretary**

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**Chair/Vice-Chairman**

# 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 <sup>nd</sup> Quarter 2023	Public School Start	TBD	TBD	AMD	Design and Permitting underway
Anthem Parkway Phase 5B	3 <sup>rd</sup> 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 <sup>nd</sup> Quarter 2023	N/A	N/A	AMD	Signs are in fabrication and expected installation 2 <sup>nd</sup> quarter of 2023.
Parking on District Roads	01/2023	2 <sup>nd</sup> 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

Asset Management	TBD	TBD	TBD	TBD	AMD/District	Subcontractor has been hired and is collecting data for system.
Reserve Funds (Irrigation and O&M)	TBD	4/2023	TBD	TBD	District	Rate Adjustment presentation expected at March or April 2023 meeting.
Bench on Milano	3/2023	4/2023	\$1,600	TBD	District	Benches have been ordered and will be installed as soon as received.
External Projects						
Public School K-5	2023	2025	NA	NA	School District	School District took over project
Immediate Medical Care	TBD	TBD	TBD	TBD		Provider to give presentation at March or April 2023 meeting.
Ave Maria National Entrance – Speed and Golf Cart Signage	NA	NA	NA	NA		Monitoring and documenting situation.

## Change Order No. 1

Date of Issuance: 3/10/2023 Effective Date: 3/10/2023

Project: Ave Maria Blvd Phase 2	Owner: Ave Maria Stewardship Community District	Owner's Contract No.:
Contract: Landscape Installation Services	Date of Contract: 11/14/2022	
Contractor: O'Donnell Landscapes, Inc.	Engineer's Project No.: P-AMSCD-003	

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

Description: Revisions throughout the installation of the landscaping due to availability of plantings.

Add: \$9,375.00

Attachments (list documents supporting change): N/A

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$ 185,919.00

[Increase] [Decrease] from previously approved Change Orders No. NA to No. NA

\$ -0-

Contract Price prior to this Change Order:

\$ 185,919.00

Add of this Change Order:

\$9,375.00

Contract Price incorporating this Change Order:

\$ 195,294.00

**CHANGE IN CONTRACT TIMES:**

Original Contract Times: Calendar days

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

[Increase] [Decrease] from previously approved Change Orders No. NA to No. NA:

Substantial completion (days): NA

Ready for final payment (days): NA

Contract Times prior to this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): No change

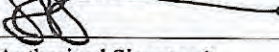
Ready for final payment (days or date): No change

Contract Times with all approved Change Orders:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

RECOMMENDED:

By:   
(Authorized Signatory)

Date: 3.13.23


Approved by Funding Agency (if applicable):

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

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

ACCEPTED:

By:   
Contractor (Authorized Signature)

Date: 3.15.23

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



**AGREEMENT BETWEEN THE AVE MARIA STEWARDSHIP COMMUNITY  
DISTRICT AND THE O'DONNELL LANDSCAPES, INC., FOR LANDSCAPE  
INSTALLATION SERVICES**

THIS AGREEMENT (the "Agreement") is made and entered into this 14<sup>TH</sup> day of November 2022 (the "Effective Date"), by and between:

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

**O'Donnell Landscapes, Inc.**, a Florida corporation, with a mailing address of 4291 Williams Road, Estero, Florida 33928 (the "Contractor").

**RECITALS**

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including but not limited to landscaping and irrigation; and

**WHEREAS**, the District has a need to retain an independent contractor to provide landscape installation services for certain lands within and around the District, as described herein and in the attached **Exhibit A**, which is incorporated herein by reference (the "Services"); and

**WHEREAS**, the Contractor represents that it is capable of providing the Services and desires to contract with the District to do so in accordance with the terms of this Agreement; and

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

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

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

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.**

- A.** The duties, obligations, and responsibilities of the Contractor are to provide the services, labor and materials necessary for the installation of certain landscape improvements, including materials and related site preparation, as described herein and in the attached **Exhibit A**.



- B.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional duties shall be paid only as negotiated between the parties and upon the written authorization of the District.
- C.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D.** The Contractor shall report directly to the District's Designee who shall be the District Engineer. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the Services set forth in **Exhibit A**. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

### **SECTION 3. DATE OF COMPLETION.**

- A.** Contractor shall complete the installation services within forty-five (45) days of the Effective Date, provided however that such completion date may be adjusted to address any delays caused by the District. Contractor shall be allowed additional days for Adverse Weather. "Adverse Weather" is defined as the occurrence of one or more of the following conditions within a twenty-four (24) hour day that prevents construction activity exposed to weather conditions or access to the site: (1) precipitation (rain, snow, or ice) in excess of one-half inch (0.50") liquid measure ("standard baseline"); or (2) sustained wind in excess of twenty-five (25) m.p.h. Contractor must document such Adverse Weather and notify the District promptly of its occurrence and in no event later than seven days after said Adverse Weather, otherwise such request will be deemed waived.
- B.** The Contractor and District recognize that time is of the essence of this Agreement and that the District will suffer financial loss if the installation services are not completed within the times specified herein. The District and the Contractor also recognize the delays, expense, and difficulties involved in proving in a legal proceeding and the actual loss suffered by District if the installation services are not completed on time. Accordingly, instead of requiring any such proof, District and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the District Five Hundred Dollars (\$500) for each day that expires after the time specified herein. Contractor must coordinate its work with others performing work for the District as the District directs. Contractor will work overtime or extra shifts as necessary to meet the timeframe provided for herein.

### **SECTION 4. COMPENSATION; TERM.**



- A. As compensation for the completion of the Services, the District agrees to pay the Contractor a lump sum amount of One Hundred Eighty-Five Thousand, Nine Hundred Nineteen Dollars and Zero Cents (\$185,919.00) for the Services set forth in **Exhibit A**, which total amount includes all tools, labor, and materials necessary to complete the Services.
- B. If the District should desire additional work or services not provided in **Exhibit A**, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement, as set forth in more detail in Section 5 herein.
- C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- D. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within thirty (30) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

**SECTION 5. CHANGE ORDERS.** Contractor understands that the Services may be reduced, enlarged or otherwise modified in scope. If any additional services are proposed beyond those identified in this Agreement, Contractor shall perform them but only after receiving a written change order from the District. Contractor shall cooperate with and assist the District in preparing and determining the scope of any change order. In the event the service represents a unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order in accordance with the unit prices established in the Agreement. In the event the service is not represented by a lump sum or unit price set forth in this Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order as reasonably determined by the District in conference with the Contractor.

**SECTION 6. WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall



be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of twelve (12) months after final acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of twelve (12) months from final acceptance by the District except plants damaged by acts of God, plants subjected to extreme weather conditions, or for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting there from to District property or the property of landowners within the District.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

#### SECTION 7. INSURANCE.

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

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000



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

**SECTION 8. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

**SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, effective immediately upon the giving of notice of termination.



**SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 11. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 12. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

**SECTION 13. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 14. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**A. If to Contractor:** O'Donnell Landscapes, Inc.  
4291 Williams Road  
Estero, Florida 33928  
Attn: \_\_\_\_\_

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

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

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



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

**SECTION 15. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both 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, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

**SECTION 16. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

**SECTION 17. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

**SECTION 18. 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. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Collier County, Florida.

**SECTION 19. INDEMNIFICATION.**

- A.** Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy).



proceedings) as ordered.

**SECTION 20. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 21. TERMINATION.** The District agrees that the Contractor may terminate this Agreement for cause by providing ten (10) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide ten (10) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

**SECTION 22. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Andrew Karmaris (the "Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922,**



**AKARMERIS@SDSINC.ORG, OR AT 2501A BURNS ROAD,  
PALM BEACH GARDENS, FLORIDA 33410.**

**SECTION 23. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

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

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

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

**SECTION 25. 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.

**SECTION 26. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the Agreement between the parties relating to the subject matter of this Agreement.

**SECTION 27. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

Agreement)

SECTION 27. COMPLIANCE WITH SECTION 20.055, *Florida Statutes*. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

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

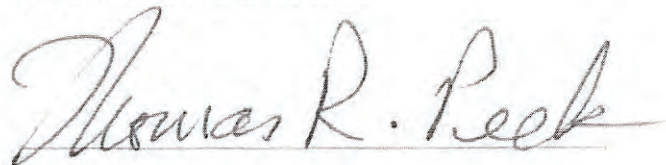
Attest:

AVE MARIA STEWARDSHIP  
COMMUNITY

DEVELOPMENT DISTRICT




Secretary / Assistant Secretary



Chairperson, Board of Supervisors

Witness:

O'DONNELL LANDSCAPES, INC., a Florida  
Corporation



Signature of Witness

By:



PRES

Its:

Sarah Lozano

Print Name

Exhibit A: Scope of Services



**EXHIBIT A**  
**Scope of Services**

**O'DONNELL LANDSCAPES, INC.**

4291 Williams Road, Estero, FL 33928 239-992-8842 Fax# 239-992-2188

www.ODonnellLandscapes.com

**Preliminary Budget Estimate****PROJECT: Ave Maria Blvd**

Ave Maria Blvd, FL

**DATE: 01/21/22**

Steve Sammons

Peninsula Engineering

ssammons@barroncollier.com

Page 1 of 2

Sym	Description	Specification	Qty	Unit P	S.Total
	<b>Per Peninsula Engineering Ave Maria Blvd Phase 2</b>				
	<b>Phase 2</b>				
	Live Oak	#45 12-14'h	44	550	\$ 24,200.00
	<b>Alt: Live Oak #25 12-14'h \$290</b>				
	Weeping Bottlebrush	#25	46	250	\$ 11,500.00
	Slash Pine	8',10',12'	35	200	\$ 7,000.00
	Ligustrum	6'oa	13	250	\$ 3,250.00
	Sabal Palm	8-14'ct	31	250	\$ 7,750.00
	Sylvester Date Palm	8'ct	7	1600	\$ 11,200.00
	Bismarck Palm	6'ct	1	1000	\$ 1,000.00
	Blakeana Orchid Tree Purple 14'		7	650	\$ 4,550.00
SCH	Green Schefflera	#7	44	30	\$ 1,320.00
SCT	Schefflera Trinette	#3	1960	9	\$ 17,640.00
TRD	Fakahatchee Grass	#1	560	4.5	\$ 2,520.00
TRF	Gama Grass	#1	85	4.5	\$ 382.50
MUC	Muhly Grass	#1	1095	4.5	\$ 4,927.50
FIM	Green Island Ficus	#3 Rabbits	755	9	\$ 6,795.00
HAC	Compact Firebush	#3	285	9	\$ 2,565.00
LEG	Liriope	#1	75	5.5	\$ 412.50
JUN	Parsonii Juniper	#1	160	5	\$ 800.00
ANN	Annuals	4.5" + Bed prep	540	5.5	\$ 2,970.00
SEC	Silver Saw Palmetto	#7	50	65	\$ 3,250.00
BGG	Purple Bougainvillea	#7	42	40	\$ 1,680.00
DUR	Duranta	#3	30	9	\$ 270.00
DUR	Duranta	#3	45	9	\$ 405.00
ZAF	Coontie	#3	3	16	\$ 48.00
PEN	Green Fountain Grass	#1	37	4.5	\$ 166.50
MYF	Simpsons Stopper	#7	100	35	\$ 3,500.00
MYF	Simpsons Stopper	#15	5	60	\$ 300.00
JAM	Downy Jasmine	#3	495	9	\$ 4,455.00
VIO	Dwf Walters Viburnum	#3	400	10	\$ 4,000.00
	Wax Myrtle	6-8' multi trunk	7	200	\$ 1,400.00
		<b>Subtotal Page 1</b>			<b>\$ 130,257.00</b>



**O'DONNELL LANDSCAPES, INC.**

4291 Williams Road, Estero, FL 33928 239-992-8842 Fax# 239-992-2188  
www.ODonnellLandscapes.com

**Preliminary Budget Estimate**

**PROJECT: Ave Maria Blvd**  
**Ave Maria Blvd, FL**

**DATE: 01/21/22**

**Steve Sammons**  
**Peninsula Engineering**  
**ssammons@barroncollier.com**

**Page 2 of 2**

Description	Specification	Qty	Unit P	S.Total
<b>Per Peninsula Engineering Ave Maria Blvd Phase 2</b>				
<b>Phase 2</b>				
Floritam Sod	Allowance	15600	0.52	\$ 8,112.00
Pine Straw Mulch	Allowance	1	10000	\$ 10,000.00
Cocobrown Mulch	Allowance	1	10000	\$ 10,000.00
Tree Removal Small Magnolia		30	350	\$ 10,500.00
Tree Removal Sabal		7	150	\$ 1,050.00
Shrubs Removal		1	15000	\$ 15,000.00
Irrigation Retrofit		1	1000	\$ 1,000.00
	<b>Subtotal This Page (Page 2)</b>			<b>\$ 55,662.00</b>
	<b>Subtotal Page 1</b>			<b>\$ 130,257.00</b>
	<b>Lump Sum Total</b>			<b>\$ 185,919.00</b>

**RESOLUTION 2023-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT.**

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

**WHEREAS**, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

**SECTION 1.** Alyssa Willson of Kutak Rock LLP is hereby designated as the Registered Agent for the Ave Maria Stewardship Community District.

**SECTION 2.** The District’s Registered Office shall be located at the office of Kutak Rock LLP, 107 West College Avenue, Tallahassee, Florida 32301.

**SECTION 3.** In accordance with Section 189.014, *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this Resolution with Charlotte County, Lee County, and the Florida Department of Economic Opportunity.

**SECTION 4.** This Resolution shall become effective immediately upon adoption and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

**PASSED AND ADOPTED** this 4<sup>th</sup> day of April 2023.

**ATTEST:**

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

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

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

**BOND FINANCING TEAM FUNDING AGREEMENT  
BETWEEN THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT AND  
AVE MARIA DEVELOPMENT, LLLP**

This Bond Financing Team Funding Agreement (the "Agreement") is made and entered into 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, and located in Collier County, Florida, whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"), and

**AVE MARIA DEVELOPMENT, LLLP**, a Florida limited liability limited partnership and a landowner in the District, whose mailing address is 2600 Golden Gate Parkway, Naples, Florida 34105 (the "Developer").

**RECITALS**

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

**WHEREAS**, the District presently expects to access the public bond market to provide for the financing of certain capital improvements, facilities, and services to benefit the lands within the District; and

**WHEREAS**, the District and the Developer desire to enter into this Agreement to provide funds to enable the District to commence its series 2023 financing program.

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

**1. PROVISION OF FUNDS.** Developer agrees to make available to the District such monies as are necessary to proceed with the issuance of bonds or other indebtedness to fund the District's improvements, facilities and services.

**A.** Developer agrees to provide to the District any such monies upon receipt of an invoice from the District requesting such funds. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with the work contemplated by this Agreement, and to retain a Bond Counsel and Financial

Advisor and other professional assistance as may be necessary to proceed with the work contemplated by this Agreement.

**B.** Developer and the District agree that all fees, costs or other expenses incurred by the District for the services of the District's Engineer, Counsel, Financial Advisor or other professionals, for the work contemplated by this Agreement shall be paid solely from the funds provided by Developer pursuant to this Agreement. Such payments shall be made in accordance with the District's normal invoice and payment procedures. The District agrees that any funds provided by Developer pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the work contemplated by this Agreement.

**C.** The District agrees to provide to Developer, on a monthly basis, copies of all invoices, requisitions, or other bills for which payment is to be made from the funds provided by Developer. The District agrees to provide to Developer, monthly, a statement from the District Manager showing funds on deposit prior to payment, payments made, and funds remaining on deposit with the District.

**D.** Developer agrees to provide funds within fifteen (15) days of receipt of written notification from the District Manager of the need for such funds.

**E.** In the event that Developer fails to provide any such funds pursuant to this Agreement, Developer and the District agree the work may be halted until such time as sufficient funds are provided by Developer to ensure payment of the costs, fees or expenses which may be incurred in the performance of such work.

**2. TERMINATION.** Developer and District agree that Developer may terminate this Agreement without cause by providing ten (10) days written notice of termination to the District. Any such termination by Developer is contingent upon Developer's provision of sufficient funds to cover any and all fees, costs or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date by when notice of termination is received. Developer and the District agree that the District may terminate this Agreement due to a failure of Developer to provide funds in accordance with Section 1 of this Agreement, by providing ten (10) days written notice of termination to Developer; provided, however, that the Developer shall be provided a reasonable opportunity to cure any such failure.

**3. CAPITALIZATION.** The parties agree that all funds provided by Developer pursuant to this Agreement may be reimbursable from proceeds of District financing for capital improvements, and that within forty-five (45) days of receipt of the proceeds by the District of bonds or notes for the District's capital projects, the District shall reimburse Developer in full, exclusive of interest, for these advances; provided, however, that in the event Bond Counsel determines that any such monies are not properly reimbursable, such funds shall be deemed paid in lieu of taxes or assessments. In the event that District bonds are not issued within five (5)

years of the date of this Agreement, all funds provided by Developer pursuant to this Agreement shall be deemed paid in lieu of taxes or assessments.

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

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

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

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

**8. AUTHORIZATION.** 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.

**9. 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 overnight delivery service, to the parties, as follows:

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

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

**B. If to Developer:** Ave Maria Development, LLLP  
2600 Golden Gate Parkway  
Naples, Florida 34105  
Attn: \_\_\_\_\_

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. 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.

**10. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the parties herein 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 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.

**11. ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

**12. CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**13. EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

**14. PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties execute this Agreement to be effective the day and year first written above.

**ATTEST:**

**AVE MARIA STEWARDSHIP  
COMMUNITY DISTRICT**

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

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

**WITNESSES:**

**AVE MARIA DEVELOPMENT, LLLP,**  
a Florida limited liability limited partnership

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

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

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



**SUPPLEMENT TO INVESTMENT BANKING AGREEMENT  
DATED NOVEMBER 4, 2014 REGARDING BOND ISSUANCES BY  
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

April 4, 2023

Board of Supervisors  
Ave Maria Stewardship Community District

Dear Supervisors:

MBS Capital Markets, LLC (“Underwriter”) and the Board of Supervisors of the Ave Maria Stewardship Community District (“District”) entered into an Investment Banking Agreement effective November 4, 2014 (“Agreement”) wherein the District engaged the Underwriter to provide investment banking services for the District. The purpose of this letter is to supplement the Agreement by specifying the particular planned transaction currently being contemplated by the District for which such investment banking services are to be provided by the Underwriter.

The District is considering the issuance of its Series 2023 Capital Improvement Revenue Bonds (the “Bonds”) for the purpose of refunding the Series 2021 Bond Anticipation Notes that funded Phase 4 Master Infrastructure Improvements, (the “BANs”) in order to fund certain master infrastructure improvements within Ave Maria Stewardship Community District. It is the District’s intent to engage the Underwriter to provide investment banking services for the issuance of the Bonds.

**1. Scope of Services:** The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.

- Advice regarding the structure, timing, terms, and other similar matters concerning the particular of municipal securities described above.
- Preparation of rating strategies and presentations related to the issue being underwritten.
- Preparations for and assistance with investor “road shows,” if any, and investor discussions related to the issue being underwritten.
- Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.

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3414 W. BAY TO BAY BLVD., UNIT #3  
TAMPA, FLORIDA 33629  
PHONE: 813.281.2700

152 LINCOLN AVENUE  
WINTER PARK, FLORIDA 32789  
PHONE: 407.622.0130

1005 BRADFORD WAY  
KINGSTON, TENNESSEE 37763  
PHONE: 865.717.0303





- Assistance in the preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
  - Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
  - Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
  - Preparation of post-sale reports for the issue, if any.
  - Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.
2. Fees: The Underwriter will be responsible for its own out-of-pocket expenses other than the fees and disbursements of underwriter's or disclosure counsel which fees shall be paid from the proceeds of the Bonds. Any fees payable to the Underwriter will be contingent upon the successful sale and delivery or placement of the Bonds. The underwriting fee for the sale or placement of the Bonds will be 1.3% of the par amount of Bonds issued, but not less than \$50,000.

All other terms of the Agreement shall remain in effect, including specifically the Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17 which is again being provided in Exhibit A hereto. By execution of this supplement to the Agreement you are acknowledging receipt of the same.

This supplement to the Agreement shall be effective upon your acceptance and shall remain in effect until such time as the financing described herein has been completed or the Agreement is terminated as provided in Section 3 of the Agreement.

[Signature Page to Follow]



Sincerely,  
**MBS Capital Markets, LLC**

*Rhonda Mossing*

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Rhonda Mossing  
Managing Partner

Approved and Accepted By: \_\_\_\_\_

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

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



## **EXHIBIT A**

### **Disclosures Concerning the Underwriter's Role**

- (i) Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
- (ii) The Underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the District and it has financial and other interests that differ from those of the District;
- (iii) Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests;
- (iv) The Underwriter has a duty to purchase securities from the District at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- (v) The Underwriter will review the official statement for the District's securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

### **Disclosure Concerning the Underwriter's Compensation**

Underwriter's compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest, because it may cause the Underwriter to recommend a transaction that it is unnecessary or to recommend that the size of the transaction be larger than is necessary.

### **Conflicts of Interest**

**Payments to or from Third Parties.** There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than

the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.

**Profit-Sharing with Investors.** There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the



resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

**Credit Default Swaps.** There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

**Retail Order Periods.** For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

**Dealer Payments to District Personnel.** Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.



## MEMORANDUM

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**TO:** Mr. Todd Wodraska  
District Manager, Ave Maria Community Stewardship District  
Special District Services, Inc.

**FROM:** G. Russell Weyer  
President  
Real Estate Econometrics, Inc.

**SUBJECT:** Ave Maria Stewardship Community District Series 2023 Bonds  
Supplemental Assessment Methodology Report

G. Russell  
Weyer

Digitally signed by G. Russell  
Weyer  
DN: cn=G. Russell Weyer, o=Real  
Estate Econometrics, Inc., ou,  
email=rweyer@ree-i.com, c=US  
Date: 2023.03.28 15:07:09 -04'00'

**DATE:** March 28, 2023

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### Scope of Work

#### Background

The Ave Maria Stewardship Community District, ("District") is looking to issue a new series of bonds ("Series 2023 Bonds") that will defease all or a portion of the Series 2021 Bond Anticipation Notes ("Series 2021 BANs") and be allocated and apportioned to current and future development areas in the Town of Ave Maria. The proposed bond issue requires a supplemental assessment methodology report that will allocate and apportion the Series 2023 Bonds in the estimated amount of \$17,320,000 over 1,500 projected units.

The Series 2021 BANs funded a portion of the CIP master improvements (the "2021 BANs CIP") as more fully described in the Amended Fourth Sub-Master Supplemental Engineer's Report amended February 26, 2018 and July 6, 2021 (the "2021 BANs Report").

The District is requesting Real Estate Econometrics, Inc ("Consultant") to prepare the supplemental assessment methodology report for the Series 2023 Bonds issue and to

assess the benefits of the infrastructure to the proposed new units.

Real Estate Econometrics, Inc (“Consultant”) is well versed in developing assessment methodology reports for bond issues that address the following: (1) the cost allocation methodologies, (2) the assessment methodologies, and (3) application of the resulting proportionate special benefits to determine the final assessment configuration. The result will be the assessment in a non-ad valorem assessment roll.

## **Assignment Plan**

### Assignment 1 – Supplemental Assessment Methodology Reports

The Consultant will prepare a supplemental assessment methodology report that will allocate and apportion Series 2023 Bonds in the estimated amount of \$17,320,000 over 1,500 projected units.

The assessment methodology is a process by which the District will mathematically allocate the costs associated with the financing of its CIP to vacant parcels of land then special benefits will be determined proportionately to each parcel and finally the dollar amount of the assessment will be determined based on the proportionate benefit to each parcel.

### Assignment 2 – Meetings and Presentations

The Consultant will make presentations and attend meetings at the direction of the Client as needed.

## **Fee Proposal and Billing Arrangements**

### Fee Proposal

The consultant’s fixed fee proposal for Assignments 1 and 2 as outlined above is \$11,000 for the Series 2023 Bonds. The Consultant will attend meetings and make presentations as needed. Meeting attendance and presentations are included in the fixed fee. It is understood that the fees will be a part of the cost of issuance funds from the bond issues.

### Time Table

We can complete the assignments in an expedited fashion to meet your needs in the Series 2023 Bond issue.

### Real Estate Econometrics, Inc. Billing Procedures

We begin each engagement with your signed authorization to proceed. Fees for services and expenses will be paid from the cost of issuances in the bonds proceeds.

## Authorization to Proceed

To authorize us to proceed, please sign below, keep a copy for your files and return a copy for our files.

## Authority to Execute

Each of the parties hereto covenant to the other that it has the lawful authority to enter into this relationship, that the governing or managing body of each party has approved this relationship and has similarly authorized the execution of this Agreement.

In witness whereof, the parties hereto have executed this Agreement, in duplicate, this 4<sup>th</sup> day of April, 2023.

Board of Supervisors  
Ave Maria Stewardship Community District

Signature \_\_\_\_\_  
Chairman

Printed Name: Mr. Thomas Peek

Invoice to: Ave Maria Stewardship Community District  
c/o Mr. Todd Wodraska  
Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410

Phone: (877) 737-4922  
Fax: (561) 630-4923

# **AMSCD PROJECTS UPDATE**

**TO BE DISTRIBUTED  
UNDER SEPARATE COVER**



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

	<b>Oct '22 - Feb 23</b>	<b>22/23 Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
<b>Expenditures</b>				
01-1130 · Payroll Tax Expense	153.00	612.00	-459.00	25.0%
01-1131 · Supervisor Fees	2,000.00	8,000.00	-6,000.00	25.0%
01-1310 · Engineering	40,159.00	55,000.00	-14,841.00	73.02%
01-1311 · Management Fees	31,131.65	84,000.00	-52,868.35	37.06%
01-1313 · Website Management	1,041.65	2,500.00	-1,458.35	41.67%
01-1315 · Legal Fees	34,417.57	75,000.00	-40,582.43	45.89%
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	552.45	4,000.00	-3,447.55	13.81%
01-1450 · Insurance	39,517.00	37,000.00	2,517.00	106.8%
01-1480 · Legal Advertisements	3,115.00	8,000.00	-4,885.00	38.94%
01-1512 · Miscellaneous	175.10	6,000.00	-5,824.90	2.92%
01-1513 · Postage and Delivery	601.88	2,000.00	-1,398.12	30.09%
01-1514 · Office Supplies	1,079.85	3,500.00	-2,420.15	30.85%
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	12,335.00	35,000.00	-22,665.00	35.24%
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	3,375.00	30,000.00	-26,625.00	11.25%
01-1808 · Irrigation Repair	47,340.70	95,000.00	-47,659.30	49.83%
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	34,449.60	50,000.00	-15,550.40	68.9%
01-1816 · Electric-Streetlights,Landscape	43,451.22	85,000.00	-41,548.78	51.12%
01-1817 · Maintenance Street Sweeping	0.00	1,000.00	-1,000.00	0.0%
01-1818 · Striping & Traffic Markings	22,763.18	100,000.00	-77,236.82	22.76%
01-1819 · Street Light Maintenance	80,998.65	110,000.00	-29,001.35	73.64%
01-1820 · Maint Sidewalk/Curb Repairs	31,519.05	150,000.00	-118,480.95	21.01%
01-1830 · Maintenance Contracts	279,394.11	630,000.00	-350,605.89	44.35%

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

	<b>Oct '22 - Feb 23</b>	<b>22/23 Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
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	106,408.90	90,000.00	16,408.90	118.23%
01-1834 · Mulch	70,580.40	140,000.00	-69,419.60	50.42%
01-1838 · Water Management & Drain	1,500.00	4,000.00	-2,500.00	37.5%
01-1839 · Entry Feature/Near Well Water	2,492.52	4,500.00	-2,007.48	55.39%
01-1840 · Maintenance Misc. Utilities	17.20	0.00	17.20	100.0%
01-1841 · Maintenance Irrigation Water	26,528.52	85,000.00	-58,471.48	31.21%
01-1842 · Maint Fountain/Repair	37,977.79	25,000.00	12,977.79	151.91%
01-1843 · Maintenance Rodent Control	2,650.00	8,000.00	-5,350.00	33.13%
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	24,045.00	75,000.00	-50,955.00	32.06%
01-1848 · Maintenance Aerators	0.00	2,000.00	-2,000.00	0.0%
01-1850 · Maint-Preserve Maintenance	43,391.75	60,000.00	-16,608.25	72.32%
01-1853 · Maintenance Small Tools	8,367.37	3,500.00	4,867.37	239.07%
01-1854 · Maint Miscellaneous Repairs	26,168.88	0.00	26,168.88	100.0%
01-1855 · Maint Vehicle Lease/Fuel/Repair	16,479.68	20,000.00	-3,520.32	82.4%
01-1856 · Maint Mosquito Control	140,230.97	500,000.00	-359,769.03	28.05%
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	8,797.25	20,000.00	-11,202.75	43.99%
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%
<b>Total Expenditures</b>	<b>1,344,461.41</b>	<b>3,524,462.00</b>	<b>-2,180,000.59</b>	<b>38.15%</b>