



# **AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

## **COLLIER COUNTY REGULAR BOARD MEETING MAY 2, 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**

**May 2, 2023**

**9:00 a.m.**

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

**5080 Annunciation Circle, Unit 101**

**Ave Maria, Florida 34142**

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

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

- A. Call to Order
- B. Pledge of Allegiance
- C. Invocation
- D. Proof of Publication.....Page 1
- E. Establish a Quorum
- F. Additions or Deletions to Agenda
- G. Comments from the Public for Items Not on the Agenda
- H. Approval of Minutes
  - 1. April 4, 2023 Regular Board Meeting Minutes.....Page 2
- I. Old Business
- J. New Business
  - 1. Consider Approval First Amendment to the Amended and Restated Landscape and Irrigation Maintenance Agreement Between the District and Davey Tree Expert Company.....Page 12
    - Audience Comments
  - 2. Consider Approval of RFP Criteria and Evaluation for Landscaping Contract.....Page 23
    - Audience Comments
- K. Administrative Matters
  - 1. Legal Report
  - 2. Engineer Report
  - 3. Manager's Report
    - a. AMSCD Projects Update.....Page 24
    - b. Financials.....Page 25
- L. Board Members Comments
- M. Adjourn

# Public Notice

04/24/2023

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**Print**

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**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 May 2, 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: 4/24/2023 No. 5672251

**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**

**APRIL 4, 2023**

**A. CALL TO ORDER**

The April 4, 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 March 24, 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 (via zoom at 9:40 am)
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 (via Zoom)	Kutak Rock, LLP

District Engineer	Ted Tryka (via Zoom)	Agnoli Barber & Brundage, Inc.
Owner Representative	David Genson	Barron Collier Companies

Also present were the following:

Donnie Diaz, Roger Echols, Commissioner McDaniel, Fire Chief Choate and the following Ave Maria residents: Alicia & Craig Hough, Karissa Holmes, Scott & Carol Dobson, David Samson, David Shnaider, Rae & David Arsenault, John Turner, Victor Acquista, Katie Stella, Janetlynn Hood, Jane Mitchell, Nicole Green, Todd & Krystal Thibault, Michael Horne, and Bea & David Sanford.

There were also others present via Zoom.

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

There were no additions or deletions to the agenda.

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

District resident David Samson had a question about the signage in the community. Mr. Klucik agreed that this has taken a long time to resolve but is on the ongoing projects list and signs are in fabrication.

District resident Beatrice Sanford stated that she had heard the district was selling their parks? The board informed her that was not the case, and that the district is not selling any parks.

There was a question from the residents about the no parking signs going up, but nothing has been enforced? The board informed the public that the signs are being installed but not being enforced until May 1, 2023. Mr. Klucik asked who was present from the Master Association today? Mr. Karmeris informed Mr. Klucik that Ms. Twiss was on vacation.

A district resident asked about the water park and the board stated that the water park is owned by the association.

District resident Nicole Green thanked barron collier and Joe Ellis from the sheriff's office for responding to the Mercato noise complaint. District resident David Schneider informed the board that the sheriff's office was under the impression that the district had an exemption regarding the noise ordinance

Mr. Klucik stated that there is not much the district can do as the district does not own the building the business is leasing. He then stated that the direct concern of the district is the public sidewalks and crosswalks being blocked by the business. He added that it seems to be a matter of informing the business owner of the rules and boundaries.

Commissioner McDaniel informed everyone in attendance to dial 311 when there is an issue going on in your community.

District Resident Victor Acquista had the following questions:

1. What is the deadline for enforcement of the new resolution that was approved at the last meeting?  
**May 1<sup>st</sup>, 2023.**
2. How do I contact the person responsible for enforcement?  
**Kim Twiss at First Residential is the on-site contact person.**
3. Are the lease arrangements for an alternative parking area finalized and if not when will they be finalized?  
**Not finalized as there is new personnel at the university but it is moving forward.**
4. Will residents either directly or indirectly be responsible for cost of this lease?  
**The district will lease the land and charge rent for parking spots. The developer will fund anything over budget.**
5. The signs posted on Colby state “No Overnight Parking”, does that mean commercial vehicles can park during the day?  
**The signs will be modified to be in line with the policy.**
6. Can existing parking at North Park be used to accommodate these vehicles?  
**The district does not own North park.**

## **H. APPROVAL OF MINUTES**

### **1. March 7, 2023, Regular Board Meeting & Public Hearing Minutes**

The minutes of the March 7, 2023, Regular Board Meeting & Public Hearing were presented for consideration.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving the minutes of the March 7, 2023, Regular Board Meeting & Public Hearing, as presented.

## **I. OLD BUSINESS**

## **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**

Mr. Genson presented and stated that additional planting was needed where gaps were noticed after initial planting.

District resident Beatrice Sanford asked if there was a plan for trees on Milano in the commercial area? Mr. Genson said there was no plan, but he noticed it this week and will address.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving Change Order No. 1 between the District and O'Donnell Landscapes, Inc., as presented.

### **2. Consider Resolution No. 2023-05 – Designating Registered Agent**

## **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.**

Ms. Willson presented and stated there would be no additional legal fee for this service.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving Resolution No. 2023-05 – Designating Registered Agent, as presented.

**3. Consider Approval of Bond Finance Team Funding Agreement**

Ms. Willson presented and stated this was similar to previously approved agreements.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving Bond Finance Team Funding Agreement, as presented.

**4. Consider Approval of Engagement Letter with MBS Capital Markets, LLC**

Mr. Klucik asked if the 1.39% fee is the same as prior engagements? Mr. Wodraska stated that it is.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving the Engagement Letter with MBS Capital Markets, LLC, as presented.

**5. Consider Approval of Engagement Letter with G. Russel Weyer**

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving the Engagement Letter with G. Russell Weyer, as presented.

**P. ADMINISTRATIVE MATTERS**

**1. Legal Report**

Ms. Willson informed the board that the district was served with a complaint about a slip and fall. The insurance provider has hired defense counsel. Mr. Klucik asked if any update on legislative process for acreage addition? Ms. Willson said it is headed to the floor at some point during session and there was no opposition. Mr. Klucik asked if Mr. Genson could share what the plan for that land is? Mr. Genson stated mostly residential with a commercial component as well.

**2. Engineer's Report**

Mr. Tryka addressed the stop sign study that was performed by Norm Trebilcok. The stop sign warrants were not met and a four-way stop is not warranted. Mr. Tryka went on to say that an alternative solution would be to remove some parking spots on the Dolan side to increase visibility. There are 5 spots total that would be removed on the university side. He then recommended a change order be made to the town core restriping project for those spot removals.

A **motion** was made by Mr. Klucik, seconded by Mr. DiFlorio and passed unanimously approving the change order to remove 5 parking spots, as presented.

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

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

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

#### **b. Financials**

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

### **Q. BOARD MEMBER COMMENTS**

Mr. Klucik read the attached New York Times article regarding masking as a public health measure.

### **M. ADJOURNMENT**

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 10:41 a.m. by Chairman Peek. There were no objections.

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**Secretary/Assistant Secretary**

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**Chair/Vice-Chairman**

# AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

APRIL 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.
Anthem Parkway (between Rimini and PJP)	March 2023	TBD	TBD	TBD	District	Speed limit and/or Tree/Vegetation.
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	Policy was approved at March 2023 meeting. Signage installation begins April 2023. Developer in discussions regarding alternative parking lot.
Town Core Striping and Flashing Signs	01/2023	6/2023	\$188,000	75%	District	Striping complete – Punchlist Flashing Signs on Order

# 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 April or May 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.
Front Fountain	N/A	N/A	N/A	N/A	District	Currently working. District will continue to monitor.
Dolan/Assisi Intersection	TBD	TBD	TBD	TBD	District	District Engineer to modify stop sign analysis regarding Dolan side parking spots.
Policy for Public Use of District Land	TBD	TBD	TBD	TBD	District	Board directed counsel to draft policy and present at future meeting (May-June)
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 future meeting.

# Opinion | The Mask Mandates Did Nothing. Will Any Lessons Be Learned?

Feb. 21, 2023



Credit... Benjamin Lowy

Opinion Columnist

The [most rigorous and comprehensive analysis](#) of scientific studies conducted on the efficacy of masks for reducing the spread of respiratory illnesses — including Covid-19 — was published late last month. Its conclusions, said Tom Jefferson, the Oxford epidemiologist who is its lead author, were unambiguous.

“There is just no evidence that they” — masks — “make any difference,” [he told the journalist Maryanne Demasi](#). “Full stop.”

But, wait, hold on. What about N-95 masks, as opposed to lower-quality surgical or cloth masks?

“Makes no difference — none of it,” said Jefferson.

What about the studies that initially persuaded policymakers to impose mask mandates?

“They were convinced by nonrandomized studies, flawed

observational studies.”

What about the utility of masks in conjunction with other preventive measures, such as hand hygiene, physical distancing or air filtration?

“There’s no evidence that many of these things make any difference.”

These observations don’t come from just anywhere. Jefferson and 11 colleagues conducted the study for [Cochrane](#), a British nonprofit that is widely considered the gold standard for its reviews of health care data. The conclusions were based on 78 randomized controlled trials, six of them during the Covid pandemic, with a total of 610,872 participants in multiple countries. And they track what has been widely observed in the United States: States with mask mandates fared no better against Covid than those without.

No study — or study of studies — is ever perfect. Science is never absolutely settled. What’s more, the analysis does *not* prove that proper masks, properly worn, had no benefit at an individual level. People may have good personal reasons to wear masks, and they may have the discipline to wear them consistently. Their choices are their own.

But when it comes to the *population*-level benefits of masking, the verdict is in: Mask mandates were a bust. Those skeptics who were furiously mocked as cranks and occasionally censored as “misinformers” for opposing mandates were right. The mainstream experts and pundits who supported mandates were wrong. In a better world, it would behoove the latter group to acknowledge their error, along with its considerable [physical](#), [psychological](#), [pedagogical](#) and [political](#) costs.

Don’t count on it. In [congressional testimony this month](#), Rochelle Walensky, director of the Centers for Disease Control and Prevention, called into question the Cochrane analysis’s reliance on a small number of Covid-specific randomized controlled trials and insisted that her agency’s guidance on masking in schools [wouldn’t change](#). If she ever wonders why respect for the C.D.C. keeps falling, she could look to herself, and resign, and leave it to someone else [to reorganize her agency](#).

That, too, probably won’t happen: We no longer live in a culture in which resignation is seen as the honorable course for public officials who fail in their jobs.

But the costs go deeper. When people say they “trust the science,”

what they presumably mean is that science is rational, empirical, rigorous, receptive to new information, sensitive to competing concerns and risks. Also: humble, transparent, open to criticism, honest about what it doesn't know, willing to admit error.

The C.D.C.'s increasingly mindless [adherence to its masking guidance](#) is none of those things. It isn't merely undermining the trust it requires to operate as an effective public institution. It is turning itself into an unwitting accomplice to the genuine enemies of reason and science — conspiracy theorists and quack-cure peddlers — by so badly representing the values and practices that science is supposed to exemplify.

It also betrays the technocratic mind-set that has the unpleasant habit of assuming that nothing is ever wrong with the bureaucracy's well-laid plans — provided nobody gets in its way, nobody has a dissenting point of view, everyone does exactly what it asks, and for as long as officialdom demands. This is the mentality that once believed that China provided a highly successful model for pandemic response.

Yet there was never a chance that mask mandates in the United States would get anywhere close to 100 percent compliance or that people would or could wear masks in a way that would meaningfully reduce transmission. Part of the reason is specific to American habits and culture, part of it to constitutional limits on government power, part of it to human nature, part of it to competing social and economic necessities, part of it to the evolution of the virus itself.

But whatever the reason, mask mandates were a fool's errand from the start. They may have created a false sense of safety — and thus permission to resume semi-normal life. They did almost nothing to advance safety itself. The Cochrane report ought to be the final nail in this particular coffin.

There's a final lesson. The last justification for masks is that, even if they proved to be ineffective, they seemed like a relatively low-cost, intuitively effective way of doing something against the virus in the early days of the pandemic. But "do something" is not science, and it shouldn't have been public policy. And the people who had the courage to say as much deserved to be listened to, not treated with contempt. They may not ever get the apology they deserve, but vindication ought to be enough.

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**FIRST AMENDMENT TO THE AMENDED AND RESTATED LANDSCAPE AND  
IRRIGATION MAINTENANCE AGREEMENT BY AND BETWEEN  
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT AND  
THE DAVEY TREE EXPERT COMPANY**

**This First Amendment** (the “First Amendment”) is made and entered into as of this 2nd day of May 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, whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”), and

**The Davey Tree Expert Company**, an Ohio Corporation, whose mailing address is 5072 Annunciation Circle, Suite 333, Ave Maria, Florida 34142 (the “Contractor” and together with the District the “Parties”).

**RECITALS**

**WHEREAS**, the District and the Contractor entered into that *Amended and Restated Landscape and Irrigation Maintenance Agreement* (the “Agreement”), dated October 25, 2022; and

**WHEREAS**, pursuant to Section 20 of the Agreement, the Parties desire to amend the Agreement as set forth in more detail in Section 2 below and

**WHEREAS**, any terms not otherwise defined herein shall have the meaning set forth in the Agreement.

**WHEREAS**, the Parties each represent that it has the authority to execute this First Amendment and to perform its obligations and duties hereunder, and each has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each party hereto.

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

**SECTION 1.** The Agreement is hereby affirmed and continues to constitute a valid and binding Agreement between the Parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification and sovereign immunity provisions, remain in full effect and fully enforceable.

**SECTION 2.** The Agreement is hereby amended pursuant to Contractor’s proposal attached hereto as **Exhibit A**. Compensation shall be amended in accordance with **Exhibit A**. Such payment shall be due and payable in accordance with the terms of the Agreement, as amended.

**SECTION 3.** To the extent that the terms of the Agreement or the Proposals conflict with the terms set forth in Section 2 above, the terms of the Agreement and First Amendment shall control.

**SECTION 4.** All remaining terms and conditions of the Agreement, without limitation, are hereby adopted, reaffirmed and incorporated as if restated herein.

**IN WITNESS WHEREOF,** the Parties execute this First Amendment the day and year first written above.

Attest:

**AVE MARIA STEWARDSHIP COMMUNITY  
DISTRICT**

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

\_\_\_\_\_  
Chairman / Vice Chairman

ATTEST:

**THE DAVEY TREE EXPERT COMPANY**

\_\_\_\_\_  
Witness

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

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

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

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

**Exhibit A:** Proposal

Exhibit A  
Proposal

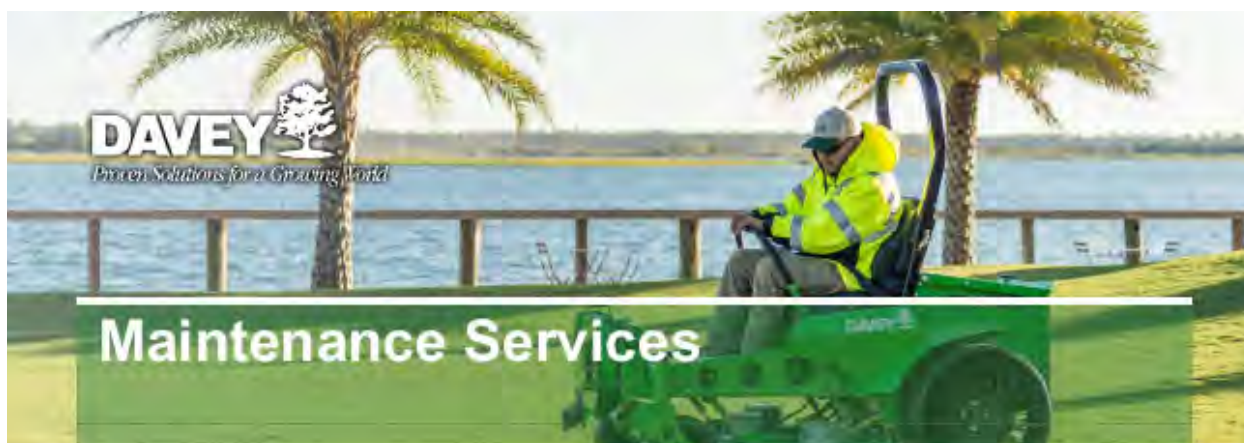


**PROPOSAL TO:**

Ave Maria Stewardship District  
Ave Maria, FL 34142

**SERVICE ADDRESS:**

Anthem Pkwy Phase V  
Ave Maria, FL 34142



## Maintenance Services

### DETAILED

Davey Commercial Landscape Services is a landscape management firm providing a complete range of grounds related services to the real estate development industry and to homeowner associations. This service is accomplished by coordinating the efforts of skilled professionals. The key to the success of our firm has been to have this compliment of professionals complete all contracted services on a scheduled basis. By consolidating the total landscape management responsibilities and acquiring the services of a professional firm such as Davey, a property manager can eliminate the finger pointing that can occur when a number of firms are involved with various landscape operations.

Through the employment of quality-minded professionals we are certain Davey can continually EARN your business. We will deliver a well maintained landscape using the following Scope of Work as a guideline.

#### A. IRRIGATION MAINTENANCE

1. Check clock(s) and valves during each visit to insure proper operation. Adjust and clean sprinkler heads as needed, perform minor repairs.
2. Monitor all landscape areas each visit to ensure adequate water is being provided by system.
3. Any repairs except for damage done by Davey will be billed Time and Material at the rate of \$65.00 per hour plus materials. Only upon approval will these items be repaired and will the Owner be billed extra for these repairs. Existing system must be brought to operable condition prior to normal maintenance commencement.

#### B. MECHANICAL LAWN MAINTENANCE

1. **TURF EDGING AND TRIMMING.** All road edges, sidewalks and plant beds shall be edged with a mechanical edger in conjunction with each mowing. All obstacles including utility poles, signs, transformers etc. will be trimmed as needed in conjunction with each mowing.

2. **MOWING.** All areas improved with St. Augustine and Bahia turf shall be mowed to a height of 3"- 4" on a weekly basis the months of May thru September, bi-weekly the months of October thru April for a total of (40) mowing visits annually.





#### **C. SHRUB BED AND TREE MAINTENANCE**

1. Prune all shrub material as needed to keep a neat and even appearance throughout the course of the year.
2. Prune all small trees (15 feet and under) to maintain the desired shape and size. Maintain 8' clearance under shade trees throughout parking areas to avoid vehicular and pedestrian conflict. Prune all palms one time annually to remove brown mature branching and seed pods.

#### **D. ORNAMENTAL & SHADE TREE MAINTENANCE**

1. Prune all small trees (15 feet and under) to maintain the desired shape and size. Maintain 6' - 8' clearance under shade trees throughout parking areas to avoid vehicular and pedestrian conflict.

#### **E. TRASH & DETAIL**

1. Collect trash and debris during each visit.
2. Monitor the entire site for any landscape irregularities and recommend action to correct.



#### **F. LAWN NUTRITION & PEST CONTROL**

1. Fertilize all lawn areas 4 times per year with a properly balanced fertilizer to provide 1 to 2 pounds nitrogen per thousand square feet. All fertilizers will contain a minimum of 25% slow release nitrogen and will contain proper levels of iron and trace elements.
2. Apply three applications insect control per year to all St. Augustine areas for the control of chinch bugs and sod webworms. Integrated pest management practices will be observed and spot treatments for surface insects and disease control will be applied at no additional cost.
3. Apply a selective broadleaf weed control product along with the spring and fall applications.

#### **G. TREE - SHRUB NUTRITION & PEST CONTROL**

1. Fertilize all plants using a fertilizer with a balanced (N-P-K) ratio plus trace elements and iron during April and October.
2. Fertilize all palms (excluding Cabbage palms) with a special palm fertilizer containing Mg, Mn, and Fe during March and October.
3. Apply plant insect and disease control as needed.

#### **H. ANNUAL FLOWER INSTALLATION**

Install up to (300) 4" annual flowers four times annually in the existing established flower beds. Service includes all fertilizers and necessary soil amendments. N/A

#### **I. MULCHING**

Install up to (20) cubic yards mulch one time annually in landscape beds and tree rings not currently occupying river gravel. N/A



## J. REMEDIAL LANDSCAPE WORK ORDERS

Upon request, Davey would be pleased to offer quotations on any project not included in this scope that may be included in the following list of services rendered:

- Landscape design and installation
- Drainage system design and installation
- Grading
- Sodding, plugging and seeding
- Tree trimming and removal
- Bush Hog mowing
- Tree injection and surgery
- Borer control on trees
- Horticultural consulting
- Aquatic weed and algae control
- Mulching
- Annual flower planting

Price Total (A-J):\$ \_\_\_\_\_

## PRICING AND PAYMENT TERMS

Total Program Cost: \$63,770 \_\_\_\_\_

### Billing Options:

A. Monthly Billing: Total Program Cost can be invoiced in equal monthly installments over **12** months from **April 2023** to **March 2024**. Cost per month: \$5,314.17 \_\_\_\_\_

☐ **Yes, please bill me monthly**

or:

B. I prefer to be invoiced as services are performed:

☐ **Weekly**      or      ☐ **Monthly**

### Contract Extension Options:

By checking the box(es) below, you are acknowledging that you would like to extend the terms of this contract through the following calendar years.

☐ **1-year extension**

☐ **2-year extension**

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



**PROPOSAL TO:**

Ave Maria Stewardship District  
Ave Maria, FL 34142

**SERVICE ADDRESS:**

Anthem Pkwy Phase V  
Ave Maria, FL 34142

# Maintenance Services

## DETAILED

Davey Commercial Landscape Services is a landscape management firm providing a complete range of grounds related services to the real estate development industry and to homeowner associations. This service is accomplished by coordinating the efforts of skilled professionals. The key to the success of our firm has been to have this compliment of professionals complete all contracted services on a scheduled basis. By consolidating the total landscape management responsibilities and acquiring the services of a professional firm such as Davey, a property manager can eliminate the finger pointing that can occur when a number of firms are involved with various landscape operations.

Through the employment of quality-minded professionals we are certain Davey can continually EARN your business. We will deliver a well maintained landscape using the following Scope of Work as a guideline.

### A. IRRIGATION MAINTENANCE

1. Check clock(s) and valves during each visit to insure proper operation. Adjust and clean sprinkler heads as needed, perform minor repairs.
2. Monitor all landscape areas each visit to ensure adequate water is being provided by system.
3. Any repairs except for damage done by Davey will be billed Time and Material at the rate of \$65.00 per hour plus materials. Only upon approval will these items be repaired and will the Owner be billed extra for these repairs. Existing system must be brought to operable condition prior to normal maintenance commencement.

### B. MECHANICAL LAWN MAINTENANCE

1. **TURF EDGING AND TRIMMING.** All road edges, sidewalks and plant beds shall be edged with a mechanical edger in conjunction with each mowing. All obstacles including utility poles, signs, transformers etc. will be trimmed as needed in conjunction with each mowing.

2. **MOWING.** All areas improved with St. Augustine and Bahia turf shall be mowed to a height of 3" - 4" on a weekly basis the months of May thru September, bi-weekly the months of October thru April for a total of (40) mowing visits annually.





### C. SHRUB BED AND TREE MAINTENANCE

1. Prune all shrub material as needed to keep a neat and even appearance throughout the course of the year.
2. Prune all small trees (15 feet and under) to maintain the desired shape and size. Maintain 8' clearance under shade trees throughout parking areas to avoid vehicular and pedestrian conflict. Prune all palms one time annually to remove brown mature branching and seed pods.

### D. ORNAMENTAL & SHADE TREE MAINTENANCE

1. Prune all small trees (15 feet and under) to maintain the desired shape and size. Maintain 6' – 8' clearance under shade trees throughout parking areas to avoid vehicular and pedestrian conflict.

### E. TRASH & DETAIL

1. Collect trash and debris during each visit.
2. Monitor the entire site for any landscape irregularities and recommend action to correct.

### F. LAWN NUTRITION & PEST CONTROL

1. Fertilize all lawn areas 4 times per year with a properly balanced fertilizer to provide 1 to 2 pounds nitrogen per thousand square feet. All fertilizers will contain a minimum of 25% slow release nitrogen and will contain proper levels of iron and trace elements.
2. Apply three applications insect control per year to all St. Augustine areas for the control of chinch bugs and sod webworms. Integrated pest management practices will be observed and spot treatments for surface insects and disease control will be applied at no additional cost.
3. Apply a selective broadleaf weed control product along with the spring and fall applications.

### G. TREE – SHRUB NUTRITION & PEST CONTROL

1. Fertilize all plants using a fertilizer with a balanced (N-P-K) ratio plus trace elements and iron during April and October.
2. Fertilize all palms (excluding Cabbage palms) with a special palm fertilizer containing Mg, Mn, and Fe during March and October.
3. Apply plant insect and disease control as needed.

### H. ANNUAL FLOWER INSTALLATION

Install up to (300) 4" annual flowers four times annually in the existing established flower beds. Service includes all fertilizers and necessary soil amendments. N/A

### I. MULCHING

Install up to (20) cubic yards mulch one time annually in landscape beds and tree rings not currently occupying river gravel. N/A





## J. REMEDIAL LANDSCAPE WORK ORDERS

Upon request, Davey would be pleased to offer quotations on any project not included in this scope that may be included in the following list of services rendered:

- Landscape design and installation
- Drainage system design and installation
- Grading
- Sodding, plugging and seeding
- Tree trimming and removal
- Bush Hog mowing
- Tree injection and surgery
- Borer control on trees
- Horticultural consulting
- Aquatic weed and algae control
- Mulching
- Annual flower planting

Price Total (A-J):\$\_\_\_\_\_

## PRICING AND PAYMENT TERMS

Total Program Cost: \$63,770\_\_\_\_\_

### Billing Options:

A. Monthly Billing: Total Program Cost can be invoiced in equal monthly installments over **12** months from **April 2023** to **March 2024**. Cost per month: \$5,314.17 \_\_\_\_\_

☐ **Yes, please bill me monthly**

or:

B. I prefer to be invoiced as services are performed:

☐ **Weekly**      or      ☐ **Monthly**

### Contract Extension Options:

By checking the box(es) below, you are acknowledging that you would like to extend the terms of this contract through the following calendar years.

☐ **1-year extension**

☐ **2-year extension**

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



## AUTHORIZATION

We, the undersigned client, have read and agree to the above grounds management proposal and accept its terms. Davey is authorized to proceed pursuant to this contract.

Accepted by:

**Company Name Here**

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Authorized Signature

Date

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Printed Name

Title

Proposed by:

**The Davey Tree Expert Company**

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Authorized Signature

Date

Prices quoted are guaranteed if the contract is signed within 60 days of issue.

## SERVICE TERMS

Davey Commercial Landscape Services, a division of The Davey Tree Expert Company ("Davey"), proposes to furnish all necessary labor, materials, equipment and supervision to perform grounds management services at the above noted service address (the "Site"). Our scope of work will be based on the client-approved services under the terms of this Grounds Management Contract (the "Contract").

Uniformed, professionally trained, and properly supervised personnel shall perform all work. Landscape debris generated from Davey's work will be removed from the site at the end of each working day.

Davey will maintain in effect throughout the term of this Contract the necessary insurance and worker's compensation coverage required by law. Certificates of Insurance and references will gladly be provided upon request.

Additional services not included in the original contract must be approved in writing by an authorized representative before Davey can proceed. Program costs do not include applicable sales tax. If the client chooses to cancel or delay normal weekly services, additional costs may be incurred due to additional time required to perform these delayed tasks.

On the contract anniversary date this contract automatically renews from year to year with an increase of 3% or CPI whichever is greater unless cancelled by either party with 30 days written notice received prior to the anniversary date. Upon cancellation, payment is due within 10 days for all services performed and unpaid. If billing option "A- monthly level billing" is chosen, the billed amount is not indicative of actual services performed. Accounts which are 30 days past due will accrue interest at a rate of one and one-half percent (1.5%) per month. Accounts with outstanding balances over 60 days may have services suspended until the account becomes current.

**CONSIDER APPROVAL OF RFP  
CRITERIA AND EVALUATION FOR  
LANDSCAPING CONTRACT**

**TO BE DISTRIBUTED  
UNDER SEPARATE COVER**

# **AMSCD PROJECTS UPDATE**

**TO BE DISTRIBUTED  
UNDER SEPARATE COVER**

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

	<u>Oct '22 - Mar 23</u>	<u>22/23 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Expenditures</b>				
01-1130 · Payroll Tax Expense	214.20	612.00	-397.80	35.0%
01-1131 · Supervisor Fees	2,800.00	8,000.00	-5,200.00	35.0%
01-1310 · Engineering	50,764.00	55,000.00	-4,236.00	92.3%
01-1311 · Management Fees	37,357.98	84,000.00	-46,642.02	44.47%
01-1313 · Website Management	1,249.98	2,500.00	-1,250.02	50.0%
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	1,950.00	3,250.00	-1,300.00	60.0%
01-1441 · Travel & Lodging	2,920.85	4,000.00	-1,079.15	73.02%
01-1450 · Insurance	39,517.00	37,000.00	2,517.00	106.8%
01-1480 · Legal Advertisements	3,507.00	8,000.00	-4,493.00	43.84%
01-1512 · Miscellaneous	356.70	6,000.00	-5,643.30	5.95%
01-1513 · Postage and Delivery	654.65	2,000.00	-1,345.35	32.73%
01-1514 · Office Supplies	1,248.85	3,500.00	-2,251.15	35.68%
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	16,473.75	35,000.00	-18,526.25	47.07%
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	3,617.86	30,000.00	-26,382.14	12.06%
01-1808 · Irrigation Repair	59,699.47	95,000.00	-35,300.53	62.84%
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	46,419.75	50,000.00	-3,580.25	92.84%
01-1816 · Electric-Streetlights,Landscape	66,540.69	85,000.00	-18,459.31	78.28%
01-1817 · Maintenance Street Sweeping	0.00	1,000.00	-1,000.00	0.0%
01-1818 · Striping & Traffic Markings	133,400.70	100,000.00	33,400.70	133.4%
01-1819 · Street Light Maintenance	87,436.95	110,000.00	-22,563.05	79.49%
01-1820 · Maint Sidewalk/Curb Repairs	53,014.05	150,000.00	-96,985.95	35.34%
01-1830 · Maintenance Contracts	335,052.44	630,000.00	-294,947.56	53.18%

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

	<b>Oct '22 - Mar 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	104,703.03	90,000.00	14,703.03	116.34%
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	3,090.51	4,500.00	-1,409.49	68.68%
01-1840 · Maintenance Misc. Utilities	17.20	0.00	17.20	100.0%
01-1841 · Maintenance Irrigation Water	46,535.43	85,000.00	-38,464.57	54.75%
01-1842 · Maint Fountain/Repair	40,615.91	25,000.00	15,615.91	162.46%
01-1843 · Maintenance Rodent Control	3,800.00	8,000.00	-4,200.00	47.5%
01-1844 · Maint Equipment Repair	2,307.81	8,000.00	-5,692.19	28.85%
01-1845 · Maint Signage Repair	4,369.61	15,000.00	-10,630.39	29.13%
01-1846 · Maint Storm Drain Cleaning	0.00	50,000.00	-50,000.00	0.0%
01-1847 · Mnt Drainage/Lke Mnt/Littorals	28,854.00	75,000.00	-46,146.00	38.47%
01-1848 · Maintenance Aerators	0.00	2,000.00	-2,000.00	0.0%
01-1850 · Maint-Preserve Maintenance	47,791.75	60,000.00	-12,208.25	79.65%
01-1853 · Maintenance Small Tools	9,520.04	3,500.00	6,020.04	272.0%
01-1854 · Maint Miscellaneous Repairs	26,168.88	0.00	26,168.88	100.0%
01-1855 · Maint Vehicle Lease/Fuel/Repair	18,170.04	20,000.00	-1,829.96	90.85%
01-1856 · Maint Mosquito Control	140,230.97	500,000.00	-359,769.03	28.05%
01-1858 · Maint Temp EMS/Fire Facility	80,000.00	90,000.00	-10,000.00	88.89%
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	10,609.48	20,000.00	-9,390.52	53.05%
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	195,294.00	225,000.00	-29,706.00	86.8%
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>1,929,070.21</b>	<b>3,524,462.00</b>	<b>-1,595,391.79</b>	<b>54.73%</b>