



AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

COLLIER COUNTY REGULAR BOARD MEETING & PUBLIC HEARING SEPTEMBER 12, 2023 9:00 A.M.

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

www.avemariastewardshipcd.org

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

AGENDA
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
REGULAR BOARD MEETING & PUBLIC HEARING
September 12, 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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 - 3. Consider Resolution No. 2023-13 – Adopting a Fiscal Year 2023/2024 Final Budget.....Page 10
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- M. New Business
 - 1. Consider Approval of Fiscal Year 2023/2024 Developer Funding Agreement.....Page 61
 - Audience Comments

2. Consider Resolution No. 2023-18 – Ratifying Sale of Series 2023 Bonds – Phase 4 Master Improvements.....Page 66
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 - Audience Comments
4. Consider Resolution No. 2023-19 – Awarding Landscape and Irrigation Maintenance Services Contract.....Page 87
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 - Audience Comments

N. Administrative Matters

1. Legal Report
2. Engineer Report
3. Manager’s Report
 - a. Financials.....Page 159

O. Board Members Comments

P. Adjourn

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors (“**Board**”) for the Ave Maria Stewardship Community District (“**District**”) will hold the following two public hearings and a regular meeting:

DATE:	September 12, 2023
TIME:	9:00 a.m.
LOCATION:	Ave Maria Master Association 5080 Annunciation Circle, Unite 101 Ave Maria, Florida 34142

The first public hearing is being held pursuant to Chapter 197, Florida Statutes, and Chapter 2004-461, Laws of Florida, to receive public comment and objections on the District's proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”). The second public hearing is being held pursuant to pursuant to Chapter 197, Florida Statutes, and Chapter 2004-461, Laws of Florida, to consider the imposition of operations and maintenance special assessments (“**O&M Assessments**”) upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2023/2024; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. Pursuant to pursuant to Chapter 197, Florida Statutes, and Chapter 2004-461, Laws of Florida, a description of the services to be funded by the O&M Assessments, and the properties to be improved and benefitted from the O&M Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units Platted	Per Unit Type	Fiscal Year 2022-2023 O&M Assessment	Proposed O&M Assessment increase due to CPI (5%)	Proposed Fiscal Year 2023-2024 Annual O&M Assessment (including collection costs / early payment discounts)
Multi Family / Attached	414	Unit	\$457.98	\$22.90	\$480.88
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Apartments	0	Unit	\$108.27	\$5.41	\$113.68
MB Low Affordable Housing	48	Unit	\$68.75	\$3.44	\$72.19
Retail/Entertainment/Service	140,442	Sq. Ft.	\$0.52	\$0.03	\$0.55
Professional Offices	51,529	Sq. Ft.	\$0.33	\$0.02	\$0.35
Light Manufacturing	508,807	Sq. Ft.	\$0.22	\$0.01	\$0.23
Hotel	0	Room	\$386.69	\$19.33	\$406.02
Medical Facilities	10,904	Sq. Ft.	\$1.07	\$0.05	\$1.12
Institutional – AM University	1,234	Student	\$23.48	\$1.17	\$24.65
Private K-12 School	377	Student	\$36.68	\$1.83	\$38.51

The proposed O&M Assessments as stated include collection costs and/or early payment discounts, which Collier County (“**County**”) may impose on assessments that are collected on the County tax bill. Moreover, pursuant to Chapter 197, Florida Statutes, and Chapter 2004-461, Laws of Florida, the lien amount shall serve as the “maximum rate” authorized by law for O&M Assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), Florida Statutes, is met. Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2023/2024.

For Fiscal Year 2023/2024, the District intends to have the County tax collector collect the assessments imposed on certain developed property and will directly collect the assessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2023. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at 2501A Burns Road, Palm Beach Gardens, Florida 33410, Ph: (561) 630-4922 (“**District Manager's Office**”), during normal business hours. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members 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.

Please note that all affected property owners have the right to appear at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or 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.

Andrew Karmeris
District Manager

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

WWW.AVEMARIASTEWARDSHIPCD.ORG

PUBLISH: NAPLES DAILY NEWS 08/18/23 & 08/25/23

IMMOKALEE ROAD

CAMP KEAIS ROAD

AVE MARIA BLVD

Page 1

**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

August 1, 2023

A. CALL TO ORDER

The August 1, 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 July 24, 2023, as legally required.

E. ESTABLISH A QUORUM

A quorum was established with the following:

Board of Supervisors

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

District Staff in attendance were:

District Manager	Todd Wodraska	Special District Services, Inc.
Director of Operations	Sal D’Angelo	Special District Services, Inc.
General Counsel	Alyssa Willson	Kutak Rock, LLP

District Engineer	Ted Tryka	Agnoli Barber & Brundage, Inc.
Bond Counsel	Cynthia Wilhelm	Nabors Giblin & Nickerson
Methodology Consultant	Russ Weyer	Real EstatEconometrics

Also present were the following:

Commissioner Bill McDaniel, Kim Twiss, Donnie Diaz, and several members of the public.

There were also many others present via Zoom.

F. ADDITIONS OR DELETIONS TO THE AGENDA

None.

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

None.

H. APPROVAL OF MINUTES

1. July 11, 2023, Regular Board Meeting

The minutes of the July 11, 2023, Regular Board Meeting were presented for consideration.

Mr. Sanford requested a clarification on page 4 paragraph 4 that when he inquired about non-conforming signs on AMSCD roads that he was directed to report such issues to the Collier County Code Enforcement.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving the minutes of the July 11, 2023, Regular Board Meeting, as amended.

I. OLD BUSINESS

1. AMSCD Projects List

Staff reviewed the list briefly.

Mr. Tryka reported that the re-striping of traffic marks was a priority. Mr. Klucik suggested that the project needed to happen very soon as the University and school is about to begin which will increase traffic and make it more difficult.

Mrs. Willson provided an update on the gate at The National and noted that the developer has requested installing a second gate at an alternative entrance to the community. There was a lengthy discussion about the gate and general dismay that the gate does not consistently allow the public unfettered access.

Mr. Strysik asked that his comments included in the minutes stating “there should be installed at the entrance of The National stating that the road is open to the public and that Board should not allow the developer to install a second gate”.

After a lengthy debate about the gate Chairman Peek stated this item is tabled from discussion until Mr. Genson has an opportunity to meet with the developers to discuss the District’s concerns.

J. NEW BUSINESS

1. Presentation of the Town of Ave Maria Stewardship Receiving Area Updated Sub-Master Assessment Methodology

Mr. Russ Weyer presented the report.

Mr. Klucik had a question about land on the map in the report that was at the corner of the AMSCD that he thought was owned by the Arch Diocese of Venice. Mr. Sonolia explained that the map was a zoning map and since that land was not owned by Ave Maria Development the future land use was unknown.

2. Consider Resolution No. 2023-09 – Adopting a Revised Town of Ave Maria Stewardship Receiving Area Updated Sub-Master Assessment Methodology Report 2023

Staff recommended approval.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving Resolution No. 2023-09 – Adopting a Revised Town of Ave Maria Stewardship Receiving Area Updated Sub-Master Assessment Methodology Report 2023

3. Presentation of the Series 2023 Master Bonds Supplemental to the Fifth Sub-Master Supplemental Assessment Report

Mr. Weyer presented the report.

4. Consider Resolution No. 2023-10 – Adopting the Supplemental Assessment Resolution for Series 2023 Master Bonds

Staff recommended approval.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving Resolution No. 2023-10 – Adopting the Supplemental Assessment Resolution for Series 2023 Master Bonds

5. Consider Resolution No. 2023-11 – Expressing Intent to Utilize the Uniform Method for Purposes of Setting Public Hearing

Staff recommended approval.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving Resolution No. 2023-11 – Expressing Intent to Utilize the Uniform Method for Purposes of Setting Public Hearing.

6. Consider Resolution No. 2023-12 – Setting a Hearing to Adopt Amended Parking & Towing Policies

Staff recommended approval noting the hearing is set for the meeting in September. Mr. Stryzik asked about how much the District can recover is legal and administrative fees. Mrs. Willson responded that there is a statutory limit of \$1,000 fine.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving Resolution No. 2023-12 – Setting a Hearing to Adopt Amended Parking & Towing Policies

K.ADMINISTRATIVE MATTERS

1. Legal Report

Ms. Willson had nothing further to report.

2. Engineer's Report

Mr. Tryka had nothing further to report.

3. Manager's Report

Mr. Wodraska introduced Sal D'Angelo the new Director of Operations. Mr. D'Angelo is an employee of Special District Services, Inc. but will be onsite at Ave Maria along with a team that will be responsible for maintaining the works of the District. Mr. D'Angelo emphasized his approach is to be proactive in tackling issues.

L. BOARD MEMBER COMMENTS

Mr. Klucik had a suggestion that when trees have fruit or seeds that are growing that the maintenance team cut the fruit before they fall because when it does it causes stains on roads and sidewalks and has an unpleasant odor.

Mr. Roth noted that he is not available for the next meeting scheduled for September 12, 2023.

M. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 10:36 a.m. by Chairman Peek. There were no objections.

Secretary/Assistant Secretary

Chair/Vice-Chairman

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

AUGUST 2023

Project Name	Start Date	End Date	Est. Cost	% Complete	Responsible Party	Comments
Anthem Parkway Phase 5A (Starts at North park to Avalon)	2 nd Quarter 2023	TBD	TBD	0%	Andrew Karmeris (District)	Permits expected in Sept/Oct 2023. Ready to commence immediately upon permit approval.
Anthem Parkway Phase 5B (Will include roundabout at Pope John Paul)	3 rd Quarter 2023	TBD	TBD	0%	Andrew Karmeris (District)	Environmental permits expected June 2024
Apron at Owens roundabout	May 2023	TBD	TBD	0%	Ted Tryka (District)	To present estimated prices at July meeting for Board direction
Additional Landscaping on Milano	August 2023	Sept 2023	TBD	0%	David Genson (AMD)	AMD is working on pricing and expected to have a proposal at August or September meeting.
Parking on District Roads	01/2023	2 nd Quarter 2023	N/A	N/A	Andrew Karmeris (District Manager) Kim Twiss (Master Association Manager)	Signs have been delivered and approximately 40% have been installed. Remainder to be installed weather permitting during the next few weeks.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

Town Core Striping and Flashing Signs	01/2023	7/2023	\$188,000	85%	Ted Tryka (District)	Striping is awaiting towing for access. Four or five spots left. Flashing Signs on back order.
Asset Management (Placeholder for FY24)	March 2023	June 2023	\$50,000	FY 23 – 100%	David Genson (AMD)	Mapping of roadways, sidewalks, curbs, light poles are complete. Budgeting for Fiscal Year 2024 to include site visits, mapping of additional assets such as signs, fixtures, etc.
Reserve Funds (Irrigation and O&M)	TBD	N/A	TBD	TBD	David Genson (AMD)	Rate Adjustment presentation expected at Summer 2023 meeting.
Front Fountain (Letters)	N/A	August 2023	\$22,000	80%	Donny Diaz	Fountain is operational. Letters contract was approved expected to start in August 2023.
National Gate monitoring	2023	Ongoing	N/A	N/A	Alyssa Willson (District)	The District continues to monitor National Gate operation. Residents have been instructed to file complaints filed with District Manager.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

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Andrew Karmeris
District Manager

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

WWW.AVEMARIASTEWARDSHIPCD.ORG

PUBLISH: NAPLES DAILY NEWS 08/18/23 & 08/25/23

IMMOKALEE ROAD

CAMP KEAIS ROAD

AVE MARIA BLVD

RESOLUTION 2023-13

THE ANNUAL APPROPRIATION RESOLUTION OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June 2023, submitted to the Board of Supervisors ("**Board**") of the Ave Maria Stewardship Community District ("**District**") proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Chapter 2004-461(4)(6)(b), *Laws of Florida*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Chapter 2004-461(4)(6)(b), *Laws of Florida*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

WHEREAS, Chapter 2004-461(4)(6)(b), *Laws of Florida*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Chapter 2004-461(4)(6)(b), *Laws of Florida (“Adopted Budget”)*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Ave Maria Stewardship Community District for the Fiscal Year Ending September 30, 2024.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$11,679,468 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ <u>656,697</u>
DEBT SERVICE FUNDS	\$ <u>7,328,771</u>
MAINTENANCE FUNDS	\$ <u>3,694,000</u>
TOTAL ALL FUNDS	\$ <u>11,679,468</u>

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if

c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

Its: _____

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Exhibit A

Fiscal Year 2023/2024 Budget

Ave Maria Stewardship Community District

**Final Budget For
Fiscal Year 2023/2024
October 1, 2023 - September 30, 2024**

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

FISCAL YEAR 2023/2024 BUDGET

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Debt Service

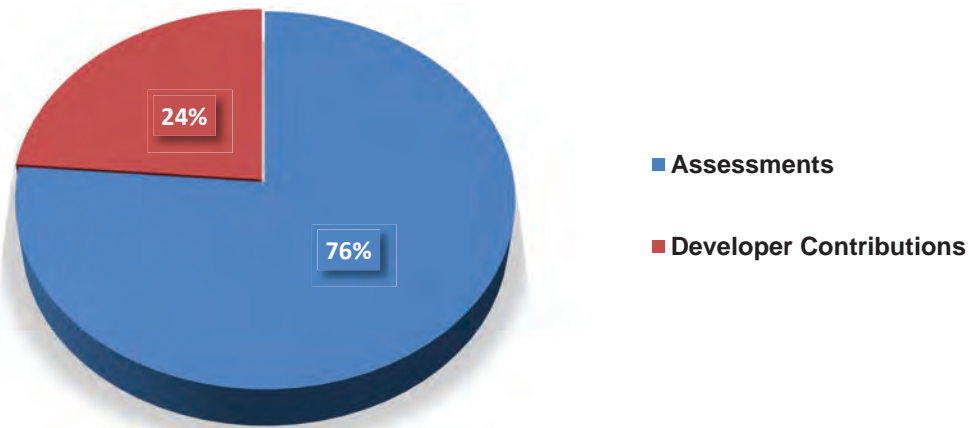
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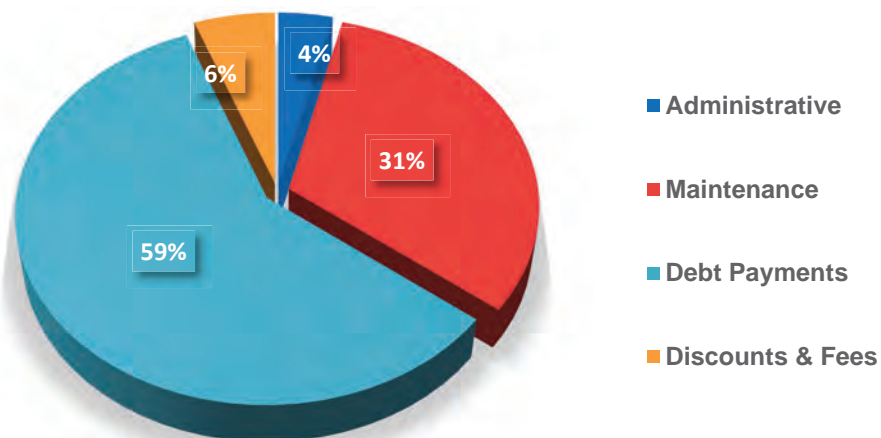
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FINAL BUDGET
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

Sources	Revenue	Percentage
Assessments	\$ 8,914,584	76%
Developer Contributions	\$ 2,765,026	24%
Other	\$ 400	0%
Total Revenue	\$ 11,680,010	100%



Sources	Expenditures	Percentage
Administrative	\$ 447,534	4%
Maintenance	\$ 3,694,000	32%
Debt Payments	\$ 6,869,882	59%
Discounts & Fees	\$ 668,593	6%
Total Expenditures	\$ 11,680,009	100%



DETAILED BUDGET
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

	FISCAL YEAR 2023/2024 BUDGET
REVENUES	
O & M ASSESSMENTS	2,796,068
DEBT ASSESSMENTS	6,118,516
DEVELOPER CONTRIBUTION FOR O & M	1,554,771
DEVELOPER CONTRIBUTION FOR DEBT	1,210,255
OTHER REVENUES	0
INTEREST	400
TOTAL REVENUES	\$ 11,680,010
EXPENDITURES	
ADMINISTRATIVE EXPENDITURES	
SUPERVISORS FEES	9,600
PAYROLL TAX EXPENSE	734
ENGINEERING	85,000
MANAGEMENT	108,000
SECRETARIAL	0
LEGAL	80,000
ASSESSMENT ROLL	20,000
AUDIT FEES	20,300
ARBITRAGE REBATE FEE	3,900
TRAVEL & LODGING	5,000
INSURANCE	45,000
LEGAL ADVERTISING	8,000
MISCELLANEOUS	6,000
POSTAGE	2,000
OFFICE SUPPLIES	3,500
DUES, LICENSE, & SUBSCRIPTIONS	500
MISCELLANEOUS FILINGS, NOTICES, ETC.	500
WEBSITE HOSTING FEES	2,500
TRUSTEE FEES	35,000
CONTINUING DISCLOSURE FEE	12,000
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 447,534
MAINTENANCE EXPENDITURES	
MAINTENANCE	3,694,000
TOTAL MAINTENANCE EXPENDITURES	\$ 3,694,000
TOTAL EXPENDITURES	\$ 4,141,534
EXCESS OR (SHORTFALL)	\$ 7,538,476
BOND PAYMENTS	\$ (6,869,882)
BALANCE	\$ 668,594
COUNTY APPRAISER & TAX COLLECTOR COST	(312,010)
DISCOUNTS FOR EARLY PAYMENTS	(356,583)
NET EXCESS / (SHORTFALL)	\$ 1

Note: Reserve Fund Balance As Of 3-31-23 is \$293,492.09

DETAILED BUDGET COMPARISON
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
REVENUES				
O & M ASSESSMENTS	1,556,860	2,152,573	2,796,068	See Detail on Page 9
DEBT ASSESSMENTS	4,238,061	4,575,451	6,118,516	See Detail on Page 9
DEVELOPER CONTRIBUTION FOR O & M	1,626,977	1,533,332	1,554,771	
DEVELOPER CONTRIBUTION FOR DEBT	1,635,173	1,897,382	1,210,255	
OTHER REVENUES / FEMA	71,990	0	0	
INTEREST	387	0	400	
BOND PREPAYMENTS	9,351	0	0	
BOND PREPAYMENTS PAID TO TRUSTEE	(9,351)	0	0	
TOTAL REVENUES	\$ 9,129,448	\$ 10,158,738	\$ 11,680,010	
EXPENDITURES				
ADMINISTRATIVE EXPENDITURES				
SUPERVISORS FEES	9,600	8,000	9,600	\$1,600 Increase From Previous Budget
PAYROLL TAX EXPENSE	734	612	734	Supervisor Fees * 7.65%
ENGINEERING	74,577	55,000	85,000	\$30,000 Increase From Previous Budget
MANAGEMENT	70,216	84,000	108,000	\$24,000 Increase From Previous Budget
SECRETARIAL	4,500	0	0	No Change From Previous Budget
LEGAL	61,908	75,000	80,000	\$5,000 Increase From Previous Budget
ASSESSMENT ROLL	15,000	15,000	20,000	\$5,000 Increase From Previous Budget
AUDIT FEES	18,100	18,100	20,300	\$2,200 Increase From Previous Budget
ARBITRAGE REBATE FEE	3,900	3,250	3,900	\$650 Increase From Previous Budget
TRAVEL & LODGING	4,743	4,000	5,000	\$1,000 Increase From Previous Budget
INSURANCE	35,707	37,000	45,000	\$8,000 Increase From Previous Budget
LEGAL ADVERTISING	8,058	8,000	8,000	No Change From Previous Budget
MISCELLANEOUS	78,459	6,000	6,000	No Change From Previous Budget
POSTAGE	1,258	2,000	2,000	No Change From Previous Budget
OFFICE SUPPLIES	3,742	3,500	3,500	No Change From Previous Budget
DUES, LICENSE, & SUBSCRIPTIONS	175	500	500	No Change From Previous Budget
MISCELLANEOUS FILINGS, NOTICES, ETC.	0	500	500	No Change From Previous Budget
WEBSITE HOSTING FEES	2,500	2,500	2,500	No Change From Previous Budget
TRUSTEE FEES	33,612	35,000	35,000	No Change From Previous Budget
CONTINUING DISCLOSURE FEE	10,500	12,000	12,000	No Change From Previous Budget
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 437,289	\$ 369,962	\$ 447,534	
MAINTENANCE EXPENDITURES				
MAINTENANCE	2,722,905	3,154,500	3,694,000	Total Maintenance - See Detail On Page 16
TOTAL MAINTENANCE EXPENDITURES	\$ 2,722,905	\$ 3,154,500	\$ 3,694,000	
TOTAL EXPENDITURES	\$ 3,160,194	\$ 3,524,462	\$ 4,141,534	
EXCESS OR (SHORTFALL)	\$ 5,969,254	\$ 6,634,276	\$ 7,538,476	
BOND PAYMENTS	(5,614,894)	(6,129,674)	(6,869,882)	2023 P & I Payments
BALANCE	\$ 354,360	\$ 504,602	\$ 668,594	
COUNTY APPRAISER & TAX COLLECTOR COST	(80,720)	(235,481)	(312,010)	3.5% Of Total Roll (2% Appraiser, 1.5% Collector)
DISCOUNTS FOR EARLY PAYMENTS	(223,952)	(269,121)	(356,583)	4% Of Total Tax Roll
NET EXCESS / (SHORTFALL)	\$ 49,688	\$ -	\$ 1	

Note: Reserve Fund Balance As Of 3-31-23 is \$293,492.09

DETAILED DEBT SERVICE BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2019

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET
REVENUES			
Interest Income (19) (refi of 06)	51	500	500
Net NAV Collection (19) (refi of 06)	1,393,160	1,368,371	1,368,371
Developer Contribution (refi of 06)	0	0	0
Prepaid Bonds (19) (refi of 06)	9,351	0	0
Bond Proceeds	0	0	0
Total Revenues	\$ 1,402,563	\$ 1,368,871	\$ 1,368,871
EXPENDITURES			
Principal Payments (19) (refi of 06)	910,000	920,000	940,000
Extraordinary Principal Pymt (19) (refi of 06)	0	477	-923
Interest Payments (19) (refi of 06)	475,488	448,394	429,794
Cost of Issuance	0		
Total Expenditures	\$ 1,385,488	\$ 1,368,871	\$ 1,368,871
Net Excess/ (Shortfall)	\$ 17,075	\$ -	\$ -

Series 2019 Bond Information (Refi of 2006)

Original Par Amount =	\$20,310,000	Annual Principal Payments Due:
Average Interest Rate =	2.725%	May 1st
Issue Date =	June 2019	Annual Interest Payments Due:
Maturity Date =	May 2038	May 1st & November 1st
Par Amount As Of 1/1/23 =	\$17,640,000	

DETAILED DEBT SERVICE BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2022

	FISCAL YEAR 2020/2021 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET
REVENUES			
Interest Income (22) (refi of 12)	6,242	100	100
Net NAV Collection (22) (refi of 12)	1,852,815	1,643,963	1,643,963
Developer Contribution (22) (refi of 12)	0	0	0
Prepaid Bonds (22) (refi of 12)	0	0	0
Total Revenues	\$ 1,859,058	\$ 1,644,063	\$ 1,644,063
EXPENDITURES			
Principal Payments (22) (refi of 12)	0	820,000	845,000
Extraordinary Principal Pymt (22) (refi of 12)	0	4,888	3,822
Interest Payments (22) (refi of 12)	1,894,707	819,175	795,241
Total Expenditures	\$ 1,894,707	\$ 1,644,063	\$ 1,644,063
Net Excess/ (Shortfall)	\$ (35,649)	\$ -	\$ -

Series 2022 Bond Information (Refi of 2012)

Original Par Amount =	\$22,950,000	Annual Principal Payments Due:
Average Interest Rate =	3.825%	May 1st
Issue Date =	February 2022	Annual Interest Payments Due:
Maturity Date =	May 2042	May 1st & November 1st
Par Amount As Of 1/1/23 =	\$22,950,000	

DETAILED DEBT SERVICE BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2021 (MASTER)

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET
REVENUES			
Interest Income (21)	33	100	100
Net NAV Collection (21)	0	114,412	640,319
Developer Contribution (21)	0	521,194	0
Capitalized Interest (21)	278,884	0	0
Total Revenues	\$ 278,918	\$ 635,706	\$ 640,419
EXPENDITURES			
Principal Payments (21)	0	240,000	250,000
Extraordinary Principal Payments (21)	0	0	225
Interest Payments (21)	278,884	395,706	390,194
Total Expenditures	\$ 278,884	\$ 635,706	\$ 640,419
Net Excess/ (Shortfall)	\$ 33	\$ -	\$ -

Series 2021 Bond Information

Original Par Amount =	\$11,610,000	Annual Principal Payments Due:
Average Interest Rate =	3.691%	May 1st
Issue Date =	August 2021	Annual Interest Payments Due:
Maturity Date =	May 2052	May 1st & November 1st
Par Amount As Of 1/1/23 =	\$11,610,000	

DETAILED DEBT SERVICE BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2023 (MASTER)

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET
REVENUES			
Interest Income (23)	0	0	100
Net NAV Collection (23)	0	0	339,521
Developer Contribution (23)	0	0	942,617
Capitalized Interest (23)	0	0	0
Total Revenues	\$ -	\$ -	\$ 1,282,238
EXPENDITURES			
Principal Payments (23)	0	0	285,000
Extraordinary Principal Payments (23)	0	0	0
Interest Payments (23)	0	0	997,238
Total Expenditures	\$ -	\$ -	\$ 1,282,238
Net Excess/ (Shortfall)	\$ -	\$ -	\$ -

Note: Capitalized Interest Was Set-Up Through 11-1-2023

Series 2023 Bond Information

Original Par Amount =	\$19,150,000	Annual Principal Payments Due:
Average Interest Rate =	5.384%	May 1st
Issue Date =	8/2023	Annual Interest Payments Due:
Maturity Date =	5/2053	May 1st & November 1st
Par Amount As Of 8/3/23 =	\$19,150,000	

DETAILED DEBT SERVICE BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2021 (BOND ANTICIPATION NOTES)

	FISCAL YEAR 2020/2021 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET
REVENUES			
Interest Income (21 BANS)	51	0	0
Net NAV Collection (21 BANS)	0	0	0
Developer Contribution (21 BANS)	345,459	547,400	0
Prepaid Bonds (21 BANS)	0	0	0
Total Revenues	\$ 345,510	\$ 547,400	\$ -
EXPENDITURES			
Principal Payments (21 BANS)	0	0	0
Extraordinary Principal Payments (21 BANS)	0	0	0
Interest Payments (21 BANS)	383,180	547,400	0
Total Expenditures	\$ 383,180	\$ 547,400	\$ -
Net Excess/ (Shortfall)	\$ (37,670)	\$ -	\$ -

*Paid in Full from Series 2023 Bond closed in August 2023

Series 2021 BAN Information

Original Par Amount =	\$15,640,000	Annual Principal Payments Due:
Interest Rate =	3.500%	N/A
Issue Date =	August 2021	Annual Interest Payments Due:
Maturity Date =	May 2026	May 1st & November 1st
Par Amount As Of 8/3/23 =	\$0	

DETAILED DEBT SERVICE BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2015 (MAPLE RIDGE)

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET
REVENUES			
Interest Income (15)	776	100	100
Net NAV Collection (15)	167,049	163,890	163,890
Developer Contribution (15)	0	0	0
Prepaid Bonds (15)	0	0	0
Total Revenues	\$ 167,825	\$ 163,990	\$ 163,990
EXPENDITURES			
Principal Payments (15)	55,000	50,000	55,000
Extraordinary Principal Payments (15)	0	1,171	-935
Interest Payments (15)	116,569	112,819	109,925
Total Expenditures	\$ 171,569	\$ 163,990	\$ 163,990
Net Excess/ (Shortfall)	\$ (3,743)	\$ -	\$ -

Series 2015 Bond (Maple Ridge) Information

Original Par Amount =	\$2,530,000	Annual Principal Payments Due:
Interest Rate =	5.0% - 5.375%	May 1st
Issue Date =	February 2015	Annual Interest Payments Due:
Maturity Date =	May 2045	May 1st & November 1st
Par Amount As Of 1/1/23 =	\$2,150,000	

DETAILED DEBT SERVICE BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2016 (MAPLE RIDGE)

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET
REVENUES			
Interest Income (16)	768	100	100
Net NAV Collection (16)	230,920	226,663	226,663
Developer Contribution (16)	0	0	0
Prepaid Bonds (16)	0	0	0
Total Revenues	\$ 231,688	\$ 226,763	\$ 226,763
EXPENDITURES			
Principal Payments (16)	60,000	60,000	65,000
Extraordinary Principal Payments (16)	0	4,538	2,819
Interest Payments (16)	166,950	162,225	158,944
Total Expenditures	\$ 226,950	\$ 226,763	\$ 226,763
Net Excess/ (Shortfall)	\$ 4,738	\$ -	\$ -

Series 2016 Bond (Maple Ridge) Information

Original Par Amount =	\$3,390,000	Annual Principal Payments Due:
Interest Rate =	5.250%	May 1st
Issue Date =	October 2016	Annual Interest Payments Due:
Maturity Date =	May 2047	May 1st & November 1st
Par Amount As Of 1/1/23 =	\$3,120,000	

DETAILED DEBT SERVICE BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2018 (MAPLE RIDGE)

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET
REVENUES			
Interest Income (18)	12	100	100
Net NAV Collection (18)	258,760	253,748	253,748
Developer Contribution (18)	1,801	0	0
Prepaid Bonds (18)	0	0	0
Total Revenues	\$ 260,574	\$ 253,848	\$ 253,848
EXPENDITURES			
Principal Payments (18)	60,000	65,000	65,000
Extraordinary Principal Payments (18)	0	490	3,675
Interest Payments (18)	192,890	188,358	185,173
Total Expenditures	\$ 252,890	\$ 253,848	\$ 253,848
Net Excess/ (Shortfall)	\$ 7,684	\$ -	\$ -

Series 2018 Bond (Maple Ridge) Information

Original Par Amount =	\$4,000,000	Annual Principal Payments Due:
Interest Rate =	4.9% - 5.375%	May 1st
Issue Date =	June 2018	Annual Interest Payments Due:
Maturity Date =	May 2049	May 1st & November 1st
Par Amount As Of 1/1/23 =	\$3,595,000	

DETAILED DEBT SERVICE BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2020 (MAPLE RIDGE)

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET
REVENUES			
Interest Income (20)	11	100	100
Net NAV Collection (20)	0	207,616	207,616
Developer Contribution (20)	0	0	0
Capitalized Interest	146,853	0	0
Total Revenues	\$ 146,863	\$ 207,716	\$ 207,716
EXPENDITURES			
Principal Payments (20)	0	60,000	60,000
Extraordinary Principal Payments (20)	0	2,004	4,283
Interest Payments (20)	146,853	145,713	143,433
Total Expenditures	\$ 146,853	\$ 207,716	\$ 207,716
Net Excess/ (Shortfall)	\$ 11	\$ -	\$ -

Note: Capitalized Interest Was Set-Up Through November 1, 2022

Series 2020 Bond (Maple Ridge) Information

Original Par Amount =	\$3,440,000	Annual Principal Payments Due:
Interest Rate =	3.8% - 4.45%	May 1st
Issue Date =	July 2020	Annual Interest Payments Due:
Maturity Date =	May 2052	May 1st & November 1st
Par Amount As Of 1/1/23 =	\$3,440,000	

DETAILED DEBT SERVICE BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2022 (MAPLE RIDGE)

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET
REVENUES			
Interest Income (22)	12	100	100
Net NAV Collection (22)	0	70,032	444,361
Developer Contribution (22)	0	371,713	0
Capitalized Interest	72,562	0	0
Total Revenues	\$ 72,574	\$ 441,845	\$ 444,461
EXPENDITURES			
Principal Payments (22)	0	145,000	150,000
Extraordinary Principal Payments (22)	0	0	4,216
Interest Payments (22)	72,562	296,845	290,245
Total Expenditures	\$ 72,562	\$ 441,845	\$ 444,461
Net Excess/ (Shortfall)	\$ 12	\$ -	\$ -

Note: Capitalized Interest Was Set-Up Through November 1, 2022

Series 2022 Bond (Maple Ridge) Information

Original Par Amount =	\$7,775,000	Annual Principal Payments Due:
Average Interest Rate =	3.00% - 4.00%	May 1st
Issue Date =	February 2022	Annual Interest Payments Due:
Maturity Date =	May 2052	May 1st & November 1st
Par Amount As Of 1/1/23 =	\$7,775,000	

DETAILED DEBT SERVICE BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2021 (AVE MARIA NATIONAL)

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET
REVENUES			
Interest Income (21)	20	0	0
Net NAV Collection (21)	90,074	185,033	373,327
Developer Contribution (21)	552,304	454,440	264,186
Capitalized Interest	0	0	0
Total Revenues	\$ 642,398	\$ 639,473	\$ 637,513
EXPENDITURES			
Principal Payments (21)	225,000	225,000	235,000
Extraordinary Principal Payments (21)	0	0	0
Interest Payments (21)	417,398	414,473	402,513
Total Expenditures	\$ 642,398	\$ 639,473	\$ 637,513
Net Excess/ (Shortfall)	\$ -	\$ -	\$ -

Series 2021 Bond (Ave Maria National) Information

Original Par Amount =	\$11,340,000	Annual Principal Payments Due:
Interest Rate =	2.6% - 4.0%	May 1st
Issue Date =	March 2021	Annual Interest Payments Due:
Maturity Date =	May 2051	May 1st & November 1st
Par Amount As Of 1/1/23 =	\$11,115,000	

**DETAILED MAINTENANCE BUDGET
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET
MAINTENANCE EXPENDITURES			
AQUATIC REPLACEMENTS	0	0	0
IRRIGATION REPAIR	209,568	95,000	110,000
MISCELLANEOUS MAINTENANCE	15,774	50,000	50,000
PRESSURE WASHING	0	0	50,000
ELECTRIC (STREETLIGHTS, LANDSCAPE)	108,417	85,000	89,250
STREET SWEEPING	0	1,000	1,050
STRIPING & TRAFFIC MARKINGS	25,858	100,000	150,000
STREET LIGHT MAINTENANCE	169,281	110,000	120,000
SIDEWALK / CURB REPAIRS	111,267	150,000	157,500
LANDSCAPE MAINT / ENHANCE (ROADWAY, ENTRIES):	0	30,000	31,500
MAINTENANCE CONTRACTS	677,593	630,000	715,000
TREE TRIMMING	3,125	146,000	153,300
STORM CLEANUP	0	25,000	60,000
STORM CLEANUP - ELECTRIC	0	25,000	26,250
STORM CLEANUP - LANDSCAPING	0	25,000	26,250
PLANT REPLACEMENT	144,514	90,000	100,000
MULCH & MISCELLANEOUS	119,137	140,000	147,000
WATER MANAGEMENT & DRAINAGE	3,600	4,000	4,200
ENTRY FEATURE WATER	4,943	4,500	4,725
IRRIGATION WATER	64,148	85,000	89,250
FOUNTAIN MAINTENANCE	55,285	25,000	50,000
RODENT / PEST CONTROL	7,500	8,000	8,400
EQUIPMENT REPAIR	18,282	8,000	8,400
SIGNAGE REPAIR	30,352	15,000	15,750
STORM DRAIN CLEANING	78,751	50,000	52,500
DRAINAGE / LAKE MAINTENANCE/ LITTORALS	53,739	75,000	78,750
AERATORS	0	2,000	2,100
PRESERVE MAINTENANCE	59,192	60,000	63,000
SMALL TOOLS	12,045	3,500	3,675
MISCELLANEOUS MAINTENANCE REPAIR	2,225	0	30,000
VEHICLE LEASE / FUEL / REPAIRS (MAINT TECH)	4,985	20,000	21,000
MOSQUITO CONTROL	389,296	500,000	525,000
TEMP FIRE FACILITY OPERATING COSTS	119,654	90,000	9,650
MAINTENANCE TECHNICIANS	115,028	110,000	0
BASE MANAGEMENT FEE	20,857	20,000	23,000
ADMIN PAYROLL	61,389	55,000	0
ASSET MANAGER	0	50,000	75,000
LANDSCAPING PH 2 CAPITAL PROJECT	0	225,000	0
OPERATIONS TEAM	0	0	600,000
TOTAL MAINTENANCE EXPENDITURES	\$ 2,685,805	\$ 3,112,000	\$ 3,651,500
RESERVE FUND	27,500	27,500	27,500
CONTINGENCY FUND	9,600	15,000	15,000
TOTAL	\$ 2,722,905	\$ 3,154,500	\$ 3,694,000

**Ave Maria Stewardship Community District
Assessment Breakdown - Fiscal Year 2023-2024**

O&M Assessments*

	Number of Total Units Platted for Fiscal Year 2021- 2022		Per Unit Operation & Maintenance Assessment	Category Total Operation & Maintenance Assessment
Residential		Per		
Multi Family / Attached	608	Unit	\$ 480.88	\$ 292,375.04
Single Family / Detached	4,635	Unit	\$ 480.88	\$ 2,228,878.80
Other Uses		Per		
ALF Apartments	0	Unit	\$ 31.37	\$ -
Apartments	0	Unit	\$ 113.68	\$ -
MB Low Affordable Housing	48	Unit	\$ 72.19	\$ 3,465.12
Retail/Entertainment/Service	140,442	Sq. Ft.	\$ 0.55	\$ 77,243.10
Professional Offices	51,529	Sq. Ft.	\$ 0.35	\$ 18,035.15
Light Manufacturing	508,807	Sq. Ft.	\$ 0.23	\$ 117,025.61
Hotel	0	Room	\$ 406.02	\$ -
Medical Facilities	10,904	Sq. Ft.	\$ 1.12	\$ 12,212.48
Institutional - AM University	1,250	Student	\$ 24.65	\$ 30,812.50
Private K-12 School	416	Student	\$ 38.51	\$ 16,020.16
Total				\$ 2,796,067.96

Automatic CPI Increase Calculation

O&M Assessment Before CPI Adjustment	Year End March 2023 CPI Rate	Amount of O&M Assessment Increase due to CPI	New O&M Assessment Amount
\$ 457.98	5.00%	\$ 22.90	\$ 480.88
\$ 457.98	5.00%	\$ 22.90	\$ 480.88
\$ 29.88	5.00%	\$ 1.49	\$ 31.37
\$ 108.27	5.00%	\$ 5.41	\$ 113.68
\$ 68.75	5.00%	\$ 3.44	\$ 72.19
\$ 0.52	5.00%	\$ 0.03	\$ 0.55
\$ 0.33	5.00%	\$ 0.02	\$ 0.35
\$ 0.22	5.00%	\$ 0.01	\$ 0.23
\$ 386.69	5.00%	\$ 19.33	\$ 406.02
\$ 1.07	5.00%	\$ 0.05	\$ 1.12
\$ 23.48	5.00%	\$ 1.17	\$ 24.65
\$ 36.68	5.00%	\$ 1.83	\$ 38.51

Debt Assessments *

	Gross Units Platted	Units Prepaid	Net Units Assessed	Series 2019 Bonds	Series 2022 Bonds	Series 2021 Bonds	Series 2023 Bonds	Series 2015 MR Bonds	Series 2016 MR Bonds	Series 2018 MR Bonds	Series 2020 MR Bonds	Series 2021 AMN Bonds	Series 2022 MR Bonds	Total Debt Assessment Per Unit	Total Debt Assessment On Roll
Multi Family	166	(1)	165	\$ 403.00										\$ 403.00	66,495.00
16 Unit Ver / 30 Unit Ter	92		92		\$ 495.00									\$ 495.00	45,540.00
	46		46		\$ 495.00							\$ 455.46		\$ 950.46	43,721.16
Coach / 12 Unit Ver	40		40			\$ 449.15								\$ 449.15	17,966.00
16 Unit Ver / 30 Unit Ter	40		40			\$ 449.15						\$ 530.29		\$ 979.44	39,177.60
	92		92			\$ 449.15						\$ 455.46		\$ 904.61	83,224.12
	8		8				\$ 532.19							\$ 532.19	4,257.52
Coach / 12 Unit Ver	48		48				\$ 532.19					\$ 530.29		\$ 1,062.48	50,999.04
16 Unit Ver / 30 Unit Ter	76		76				\$ 532.19					\$ 455.46		\$ 987.65	75,061.40
Single Family	1167	(14)	1153	\$ 775.00				\$ 449.69						\$ 775.00	893,575.00
	394		394	\$ 775.00										\$ 1,224.69	482,527.86
	270		270	\$ 775.00					\$ 673.19					\$ 1,448.19	391,011.30
	3		3	\$ 775.00						\$ 667.45				\$ 1,442.45	4,327.35
	631	(2)	629		\$ 951.00									\$ 951.00	598,179.00
	94		94		\$ 951.00									\$ 1,624.19	152,673.86
	408		408		\$ 951.00				\$ 673.19					\$ 1,618.45	680,327.60
	335		335		\$ 951.00					\$ 667.45				\$ 1,621.00	543,035.00
	218		218		\$ 951.00						\$ 670.00			\$ 1,618.00	352,724.00
	113		113		\$ 951.00							\$ 667.00		\$ 1,621.00	183,173.00
	227		227			\$ 863.74							\$ 670.00	\$ 863.74	196,068.98
	314		314			\$ 863.74								\$ 1,533.74	481,594.36
	171		171			\$ 863.74						\$ 667.00		\$ 1,530.74	261,756.54
	0		0				\$ 1,023.45							\$ 1,023.45	0.00
	290		290				\$ 1,023.45						\$ 670.00	\$ 1,693.45	491,100.50
Total	5,243	(17)	5,226												6,118,516.19

* All Assessments Include the Following :
4% Discount for Early Payments
1.5% County Tax Collector Administrative Cost
2% County Property Appraiser Administrative Cost

**Ave Maria Stewardship Community District
Debt Assessment Comparison 2023-2024**

Type	Bonds Series	Number of Platted Units	FY 2022-2023 Per Unit Assessment	FY 2023-2024 Per Unit Assessment	Change - Increase / (Decrease)
Multi Family	2019	166	\$860.98	\$883.88	\$22.90
	2022	92	\$952.98	\$975.88	\$22.90
	2022 + 2021 AMN	46	\$1,408.44	\$1,431.34	\$22.90
	2021	40	\$907.13	\$930.03	\$22.90
	2021 + 2021 AMN	40	\$1,437.42	\$1,460.32	\$22.90
	2021 + 2021 AMN	92	\$1,362.59	\$1,385.49	\$22.90
	2023	8	\$0.00	\$1,013.07	\$1,013.07
	2023 + 2021 AMN	48	\$0.00	\$1,543.36	\$1,543.36
	2023 + 2021 AMN	76	\$0.00	\$1,468.53	\$1,468.53
Single Family	2019	1,167	\$1,232.98	\$1,255.88	\$22.90
	2019 + 2015 MR	394	\$1,682.67	\$1,705.57	\$22.90
	2019 + 2016 MR	270	\$1,906.17	\$1,929.07	\$22.90
	2019 + 2018 MR	3	\$1,900.43	\$1,923.33	\$22.90
	2022	631	\$1,408.98	\$1,431.88	\$22.90
	2022 + 2016 MR	94	\$2,082.17	\$2,105.07	\$22.90
	2022 + 2018 MR	408	\$2,076.43	\$2,099.33	\$22.90
	2022 + 2020 MR	335	\$2,078.98	\$2,101.88	\$22.90
	2022 + 2021 AMN	218	\$2,075.98	\$2,098.88	\$22.90
	2022 + 2022 MR	113	\$2,078.98	\$2,101.88	\$22.90
	2021	227	\$1,321.72	\$1,344.62	\$22.90
	2021 + 2022 MR	314	\$0.00	\$2,014.62	\$2,014.62
	2021 + 2021 AMN	171	\$0.00	\$1,530.74	\$1,530.74
	2023	0	\$0.00	\$1,504.33	\$1,504.33
	2023 + 2022 MR	290	\$0.00	\$2,174.33	\$2,174.33
ALF Apartments		0	\$29.88	\$31.37	\$1.49
Apartments		0	\$108.27	\$113.68	\$5.41
Low Affordable Housing		48	\$68.75	\$72.19	\$3.44
Retail/Entertainment/Service (sqft)		140,442	\$0.52	\$0.55	\$0.03
Professional Offices (sqft)		51,529	\$0.33	\$0.35	\$0.02
Light Manufacturing (sqft)		508,807	\$0.22	\$0.23	\$0.01
Hotel (rooms)		0	\$386.69	\$406.02	\$19.33
Medical Facilities (sqft)		10,904	\$1.07	\$1.12	\$0.05
Institutional - AM University (students)		1,250	\$23.48	\$24.65	\$1.17
Private K-12 School (students)		416	\$36.68	\$38.51	\$1.83

Assessments Include the Following :
4% Discount for Early Payments
1.5% County Tax Collector Administrative Cost
2% County Property Appraiser Administrative Cost

RESOLUTION 2023-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Ave Maria Stewardship Community District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 2004-461, *Laws of Florida*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Collier County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 2004-461, *Laws of Florida*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"), attached hereto as **Exhibit "A,"** and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 2004-461, *Laws of Florida*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2023/2024; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll ("**Assessment Roll**") attached to this Resolution as **Exhibit "B,"** and to certify the portion of the Assessment Roll related to certain developed property ("**Tax Roll Property**") to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property ("**Direct Collect Property**"), all as set forth in **Exhibit "B,"** and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits "A" and "B,"** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapter 2004-461, *Laws of Florida*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits "A" and "B."**

- B. **Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits "A" and "B."** In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit "B,"** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 12th day of September 2023.

ATTEST:

Secretary / Assistant Secretary

**AVE MARIA STEWARDSHIP COMMUNITY
DISTRICT**

By: _____
Its: _____

Exhibit A: Budget
Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

Exhibit A
Budget

Exhibit B

Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

RESOLUTION NO. 2023-15

A RESOLUTION OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ADOPTING A FINAL FISCAL YEAR 2023/2024 BUDGET FOR THE MASTER IRRIGATION UTILITY SYSTEM

WHEREAS, the Board of Supervisors of the Ave Maria Stewardship Community District (hereinafter called District) is empowered to charge customers for irrigation water from the District-Owned Master Irrigation Utility System; and,

WHEREAS, the District Manager has prepared a final fiscal year 2023/2024 budget for the Master Irrigation Utility System.

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

Section 1. The Final Budget for Fiscal Year 2023/2024 for the District's Master Irrigation Utility System is attached hereto as Exhibit "A" is hereby approved and adopted.

Section 2. The Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 12th day of September, 2023.

ATTEST:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairman/Vice Chairman

Ave Maria Master Irrigation Utility

Final Budget For Fiscal Year 2023/2024 October 1, 2023 - September 30, 2024

**FINAL AVE MARIA MASTER IRRIGATION UTILITY BUDGET
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024**

	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
AMUC Revenue (Irrigation)	1,253,135	1,241,132	1,241,132	Irrigation
Developer Contribution	0	375,971	375,971	Developer Contribution
Connection Fees	0	7,180	7,180	Connection Fees
Installations	0	148,967	148,967	Installations
Miscellaneous / Carryover Revenue	340,489	9,180	9,180	Miscellaneous Revenue
Peninsula True-Up Of Expenditures	0	0	0	Estimate Of True-Up Of Expenditures
Total Revenues	\$ 1,593,624	\$ 1,782,430	\$ 1,782,430	
EXPENDITURES				
Management Fee	134,367	153,680	153,680	Estimate of \$12,806.7 per Month
Electricity	176,624	243,812	243,812	Electricity
Labor & Benefits	348,215	427,906	427,906	Labor & Benefits
Chemicals	6,000	1,500	1,500	Chemicals
Repairs & Maintenance	169,575	157,240	157,240	Repairs & Maintenance
Testing	1,550	2,000	2,000	Testing
Sludge Disposal	0		0	Sludge Disposal
Plan Review	0		0	Plan Review
Meter Purchase	220,845	159,700	159,700	Meter Purchase
Meter Installation	8,050	6,785	6,785	Meter Installation
Other Direct Costs	144,080	230,500	230,500	Other Direct Costs
Administration Fee	8,000	8,000	8,000	
AMUC Bulk Water Charge	357,395	391,306	391,306	Estimate of \$32,608 per Month
Other Expenses	18,923	0	0	
Total Expenditures	\$ 1,593,624	\$ 1,782,430	\$ 1,782,430	
Excess / (Shortfall)	\$ -	\$ -	\$ -	

Public Notice

Originally published at naplesnews.com on 08/15/2023

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT NOTICE OF THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD OF COLLECTION OF NON-AD VALOREM SPECIAL ASSESSMENTS Notice is hereby given that the Ave Maria Stewardship Community District (District) intends to use the uniform method of collecting non-ad valorem special assessments to be levied by the District pursuant to Section 197.3632, Florida Statutes. The Board of Supervisors of the District will conduct a public hearing on September 12, 2023 at 9:00 a.m. at the Ave Maria Master Association located at 5080 Annunciation Circle, Suite 101, Ave Maria, Florida 34142. The purpose of the public hearing is to consider the adoption of a resolution authorizing the District to use the uniform method of collecting non-ad valorem special assessments (Uniform Method) to be levied by the District on properties located on land included in, or to be added to, the District. The District may levy non-ad valorem special assessments for the purpose of financing, acquiring, maintaining and/or operating community development facilities, services, and improvements within and without the boundaries of the District, to consist of, among other things, roadway improvements, utility improvements, stormwater management facilities, landscape and irrigation improvement, and/or any other lawful improvements or services of the District. Owners of the properties to be assessed and other interested parties may appear at the public hearing and be heard regarding the use of the Uniform Method. This hearing is open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing may be continued to a date, time, and location to be specified on the record at the hearing. There may be occasions when Supervisors or District Staff may participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the hearing and/or meeting is asked to contact the District Manager's office at 2501A Burns Road, Palm Beach Gardens, Florida 33410, (561) 630-4922, at least forty-eight (48) hours before the hearing and/or meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 who can aid you 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 hearing is advised that person will need a record of the 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. Andrew Karmeris District Manager AVE MARIA STEWARDSHIP COMMUNITY DISTRICT www.avemariastewardshipcd.org Aug 15, 22, 29, Sept. 5, 2023 #5794721

RESOLUTION 2023-16

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Ave Maria Stewardship Community District (“District”), is a local unit of special-purpose government created and existing pursuant to Chapter 2004-461, *Laws of Florida*, as amended (the “Act”), which authorizes the District to levy certain assessments which include benefit and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapters 170 and 197, *Florida Statutes*, for the acquisition, maintenance, construction, or reconstruction of assessable improvements authorized by the Act; and

WHEREAS, the above referenced assessments are non-ad valorem in nature and, therefore, may be levied and collected under the provisions of Section 197.3632, *Florida Statutes*, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments (the “Uniform Method”); and

WHEREAS, effective June 23, 2023, the boundaries of the District were subsequently amended by Chapter 2023-333, *Laws of Florida*, adding additional land to those lands within the boundaries of the District (“Expansion Parcel”); and

WHEREAS, the Board has previously adopted Resolution 2023-11 declaring the intent to use the Uniform Method over the Expansion Parcel for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, over certain lands within the District as described therein; and

WHEREAS, pursuant to Section 197.3632, *Florida Statutes*, the District has caused notice of a public hearing on the District’s intent to use the Uniform Method to be advertised weekly in a newspaper of general circulation within Collier County for four (4) consecutive weeks prior to such hearing; and

WHEREAS, the District has held a public hearing pursuant to Section 197.3632, *Florida Statutes*, where public and landowners were allowed to give testimony regarding the use of the Uniform Method; and

WHEREAS, the District desires to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida*

Statutes, for special assessments, including benefit and maintenance assessments, over all the lands in the District as further described in **Exhibit A**.

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

SECTION 1. The Ave Maria Stewardship Community District upon conducting its public hearing as required by Section 197.3632, *Florida Statutes*, hereby expresses its need and intent to use the Uniform Method of collecting assessments imposed by the District over the lands described in **Exhibit A**, as provided in the Act and Chapter 170, *Florida Statutes*, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of the Act, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District's use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

SECTION 2. The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Collier County and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

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

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

PASSED AND ADOPTED this 12th day of September 2023.

ATTEST:

**AVE MARIA STEWARDSHIP COMMUNITY
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Legal Description of Ave Maria Stewardship Community District

EXHIBIT A

Legal Description of Ave Maria Stewardship Community District

METES AND BOUNDS DESCRIPTION

DESCRIPTION OF PART OF SECTIONS 21, 22, 27, 28, 29, 30, AND 33
AND ALL OF SECTIONS 31 AND 32, TOWNSHIP 47 SOUTH, RANGE
29 EAST,

AND

PART OF SECTIONS 4, 9, 16, 17, AND 18 AND ALL OF SECTIONS 5,
6, 7, AND 8, TOWNSHIP 48 SOUTH, RANGE 29 EAST,

AND

PART OF SECTIONS 1, 12 AND 13, TOWNSHIP 48 SOUTH, RANGE
28 EAST,

AND

ALL OF SECTION 36, TOWNSHIP 47 SOUTH, RANGE 28 EAST,
COLLIER COUNTY, FLORIDA

COMMENCING AT THE NORTHWEST CORNER OF SECTION 27,
TOWNSHIP 47 SOUTH, RANGE 29 EAST, COLLIER COUNTY,
FLORIDA.

THENCE ALONG THE NORTH LINE OF SAID SECTION 27 NORTH
89°42'22" EAST 40.00 FEET TO THE INTERSECTION WITH THE
WEST RIGHT-OF-WAY LINE OF CAMP KEIAS ROAD (80' RIGHT-
OF-WAY) AND THE POINT OF BEGINNING OF THE PARCEL
HEREIN DESCRIBED:

THENCE ALONG SAID RIGHT-OF-WAY LINE IN THE FOLLOWING
TWENTY FOUR (24) DESCRIBED COURSES;

- 1) SOUTH 00°15'32" EAST 4936.39 FEET;
- 2) 395.35 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 3,707.51 FEET THROUGH A CENTRAL ANGLE OF 06°05'35" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 02°47'23" WEST 395.17 FEET;
- 3) SOUTH 05°50'40" WEST 101.17 FEET;
- 4) THENCE SOUTH 89°37'49" WEST 7.63 FEET;
- 5) SOUTH 00°14'32" EAST 73.58 FEET;
- 6) SOUTH 05°51'27" WEST 224.83 FEET;
- 7) 403.87 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 3,798.14 FEET THROUGH A CENTRAL ANGLE OF 06°05'33" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 02°45'21" WEST 403.68 FEET;
- 8) SOUTH 00°14'33" EAST 1,907.96 FEET;
- 9) SOUTH 00°22'10" EAST 2,609.43 FEET;
- 10) SOUTH 00°30'10" EAST 2,673.59 FEET;
- 11) SOUTH 00°35'31" EAST 2,684.14 FEET;
- 12) SOUTH 00°38'11" EAST 2,610.47 FEET;
- 13) SOUTH 00°30'34" EAST 200.03 FEET;
- 14) 202.91 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 2,702.95 FEET THROUGH CENTRAL ANGLE OF 04°18'04" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 02°39'36" EAST 202.86 FEET;
- 15) SOUTH 04°48'38" EAST 400.00 FEET;
- 16) SOUTH 05°08'04" EAST 95.99 FEET;
- 17) SOUTH 00°29'16" EAST 101.03 FEET;
- 18) CONTINUE ALONG SAID LINE SOUTH 00°29'16" EAST 1,609.23 FEET;
- 19) SOUTH 00°59'03" EAST 2,660.06 FEET;

20) SOUTH 00°56'00" EAST 2,246.44 FEET;

21) 104.19 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 461.33 FEET THROUGH A CENTRAL ANGLE OF 12°56'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 05°33'57" WEST 103.97 FEET;

22) SOUTH 12°02'43" WEST 100.00 FEET;

23) 122.31 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 540.00 FEET THROUGH CENTRAL ANGLE OF 12°58'40" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 05°33'23" WEST 122.05 FEET;

24) SOUTH 00°55'58" EAST 49.54 FEET TO THE NORTH RIGHT OF WAY LINE OF OIL WELL ROAD (100' RIGHT OF WAY)

THENCE ALONG SAID NORTH RIGHT OF WAY IN THE FOLLOWING EIGHT (8) DESCRIBED COURSES;

1) SOUTH 88°57'46" WEST 2,595.92 FEET;

2) SOUTH 88°54'34" WEST 2,641.05 FEET;

3) SOUTH 88°57'06" WEST 2,570.04 FEET;

4) SOUTH 88°55'37" WEST 2,702.71 FEET;

5) SOUTH 88°56'50" WEST 2,645.03 FEET;

6) SOUTH 88°56'28" WEST 2,639.06 FEET;

7) SOUTH 89°44'55" WEST 2,676.56 FEET;

8) SOUTH 89°44'33" WEST 0.82 FEET TO THE WEST LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 2493, PAGE 2779-2796;

THENCE ALONG SAID LINE NORTH 01°11'28" WEST 2,637.90 FEET TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 2493, PAGE 2779-2796;

THENCE ALONG SAID LINE NORTH 89°32'26" EAST 1,332.28 FEET TO A NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN O.R. BOOK 2009 PAGE 1554-1558;

THENCE ALONG THE NORTH LINE OF SAID LANDS NORTH 89°32'26" EAST 360.40 FEET TO THE INTERSECTION WITH THE WEST LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 2943 PAGE 2779-2796;

THENCE ALONG THE WEST LINE OF SAID LANDS NORTH 01°11'02" WEST 2,688.15 FEET TO THE INTERSECTION WITH SOUTH LINE OF SECTION 12, TOWNSHIP 48 SOUTH, RANGE 28 EAST;

THENCE ALONG SAID LINE SOUTH 89°24'56" WEST 151.63 FEET TO THE INTERSECTION WITH THE WEST LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 2493 PAGE 2779-2796;

THENCE ALONG THE WEST LINE OF SAID LANDS NORTH 00°44'30" WEST 5,387.66 FEET TO THE INTERSECTION WITH THE NORTH LINE OF SAID SECTION 12;

THENCE ALONG SAID NORTH LINE NORTH 89°00'09" EAST 23.81 FEET TO INTERSECTION WITH THE WEST LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 2493 PAGES 2779-2796;

THENCE ALONG THE WEST LINE OF SAID LANDS NORTH 00°43'12" WEST 5,312.87 FEET TO THE SOUTH LINE OF SECTION 36, TOWNSHIP 47 SOUTH, RANGE 28 EAST;

THENCE ALONG SAID SOUTH LINE SOUTH 89°28'47" WEST 1,591.63 FEET;

THENCE CONTINUE ALONG SAID SOUTH LINE SOUTH 89°28'47" WEST 2,658.12 FEET TO THE SOUTH WEST CORNER OF SAID SECTION 36;

THENCE ALONG THE WEST LINE OF SAID SECTION 36 NORTH 00°12'02" WEST 2,594.56 FEET;

THENCE CONTINUE ALONG THE WEST LINE OF SAID SECTION 36 NORTH 00°13'09" EAST 2,595.59 FEET TO THE NORTHWEST CORNER OF SAID SECTION 36;

THENCE ALONG THE NORTH LINE OF SAID SECTION 36 NORTH 89°57'18" EAST 2,678.23 FEET;

THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION NORTH 89°57'18" EAST 2,678.23 FEET TO THE NORTH EAST CORNER OF SAID SECTION 36;

THENCE ALONG THE WEST LINE OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 29 EAST, NORTH 00°13'04" WEST 2,580.06 FEET;

THENCE CONTINUE ALONG SAID WEST LINE OF SAID SECTION 30 NORTH 00°10'45" WEST 2,527.41 FEET TO THE SOUTH RIGHT OF WAY LINE OF IMMOKALEE ROAD (100' RIGHT OF WAY);

THENCE ALONG SAID RIGHT OF WAY LINE FOR THE FOLLOWING NINE (9) DESCRIBED COURSES;

- 1) SOUTH 89°43'35" EAST 0.74 FEET;
- 2) NORTH 87°40'12" EAST 2,582.06 FEET;
- 3) NORTH 87°38'44" EAST 2,630.49 FEET;
- 4) NORTH 87°41'38" EAST 2,640.92 FEET;
- 5) NORTH 87°46'05" EAST 2,645.58 FEET;
- 6) NORTH 89°37'45" EAST 2,687.06 FEET;
- 7) NORTH 89°39'06" EAST 780.08 FEET;
- 8) 3,074.23 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 1,960.26 FEET THROUGH A CENTRAL ANGLE OF 89°51'20" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 44°42'37" EAST 2,768.73 FEET;
- 9) NORTH 00°27'14" WEST 663.14 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID CAMP KEIAS ROAD;

THENCE ALONG SAID RIGHT-OF-WAY LINE IN THE FOLLOWING SEVEN (7) DESCRIBED COURSES:

- 1) SOUTH 89°56'24" EAST 266.14 FEET;
- 2) 722.56 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 460.00 FEET THROUGH A CENTRAL ANGLE OF 89°59'58" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 44°56'23" EAST 650.54 FEET;
- 3) SOUTH 00°03'36" WEST 600.00 FEET;
- 4) 529.01 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 760.00 FEET THROUGH CENTRAL ANGLE OF 39°52'53" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 20°00'02" WEST 518.39 FEET;
- 5) SOUTH 39°56'29" WEST 543.45 FEET;
- 6) 589.90 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 840.00 FEET THROUGH CENTRAL ANGLE OF 40°14'11" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 19°49'24" WEST 577.85 FEET;
- 7) SOUTH 00°17'42" EAST 60.83 FEET TO THE POINT OF BEGINNING. CONTAINING 10805.08 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. BEARINGS

ARE BASED ON THE WEST HALF OF THE SOUTH LINE OF SECTION 16, TOWNSHIP 48 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA BEING SOUTH 88°54'34" WEST.

ALSO:

SECTION 34, TOWNSHIP 47 SOUTH, RANGE 29 EAST, AND THE NORTH ½ OF SECTION 3, AND THE NORTHWEST ¼ OF SECTION 2, LYING WEST OF THE WEST TOE OF THE RESERVOIR PERIMETER DIKE, TOWNSHIP 48 SOUTH, RANGE 29 EAST, ALL LYING IN COLLIER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE NORTH 88°16'07" EAST, ALONG THE NORTH LINE OF SECTION 34, A DISTANCE OF 2676.29 FEET, TO THE NORTH ¼ CORNER OF SAID SECTION; THENCE NORTH 88°14'03" EAST, ALONG THE NORTH LINE OF SECTION 34, A DISTANCE OF 2674.26 FEET, TO THE NORTHEAST CORNER OF SECTION 34; THENCE SOUTH 01°10'01" EAST, ALONG THE EAST LINE OF SECTION 34, A DISTANCE OF 2612.26 FEET TO THE EAST ¼ CORNER OF SECTION 34; THENCE SOUTH 01°10'03" EAST ALONG THE EAST LINE OF SECTION 34 A DISTANCE OF 2612.26 FEET, TO THE SOUTHEAST CORNER OF SECTION 34; THENCE NORTH 88°19'34" EAST, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 1303.65 FEET, TO THE WEST TOE OF THE RESERVOIR PERIMETER DIKE; THENCE ALONG SAID TOE OF DIKE, THE FOLLOWING COURSES AND DISTANCES: SOUTH 22°48'31" WEST, DISTANCE 1909.13 FEET; SOUTH 01°27'33" WEST, DISTANCE 455.64 FEET; SOUTH 35°43'39" WEST, DISTANCE 456.61 FEET; SOUTH 46°03'55" WEST, DISTANCE 182.61 FEET, TO THE EAST-WEST ¼ SECTION LINE OF SAID SECTION 2; THENCE SOUTH 88°17'59" WEST, ALONG THE EAST-WEST ¼ SECTION LINE OF SECTION 2, A DISTANCE OF 110.56 FEET, TO THE WEST ¼ CORNER OF SECTION 2; THENCE SOUTH 88°22'29" WEST, ALONG THE EAST-WEST ¼ SECTION LINE OF SAID SECTION 3, A DISTANCE OF 5326.54 FEET, TO THE WEST ¼ CORNER OF SECTION 3; THENCE NORTH 01°23'05" WEST, ALONG THE WEST SECTION LINE, A DISTANCE OF 2673.56 FEET, TO THE NORTHWEST CORNER OF SECTION 3; THENCE NORTH 01°15'11" WEST, ALONG THE WEST LINE OF SECTION 34, A DISTANCE OF 2609.46 FEET, TO THE WEST ¼ CORNER OF SECTION 34; THENCE NORTH 01°07'28" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 2608.05 FEET, TO THE NORTHWEST CORNER OF SECTION 34, AND THE POINT OF BEGINNING, LESS THE NORTH 60 FEET OF SAID SECTION 34 THEREOF, AND LESS LANDS LYING WITHIN CAMP KEAIS ROAD AND LANDS CONVEYED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 1579, PAGE 1757.

SAID LANDS CONTAIN APPROXIMATELY 1,001.06 ACRES, MORE OR LESS. BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 34, TOWNSHIP 47 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA BEING NORTH 88°16'07" EAST.

CONTAINING A TOTAL OVERALL AREA OF 11,806.14 ACRES, MORE OR LESS.

Naples Daily News

PART OF THE USA TODAY NETWORK

Published Daily
Naples, FL 34110

AVE MARIA STEWARDSHIP
2501A BURNS ROAD

PALM BEACH GARDENS, FL 33410

Affidavit of Publication

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Naples Daily News, published in Collier County, Florida; that the attached copy of advertisement, being a Public Notice, was published on the publicly accessible website of Collier and Lee Counties, Florida, or in a newspaper by print in the issues of, on:

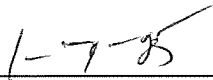
Issue(s) dated: 08/11/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

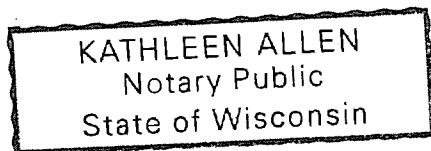
Subscribed and sworn to before me, by the legal clerk, who is personally Known to me, on August 11, 2023:



Notary, State of WI, County of Brown



My commission expires



NOTICE OF RULE DEVELOPMENT BY THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

In accordance with Chapter 120, Florida Statutes, and Chapter 2004-461, Laws of the Florida, as amended, the Ave Maria Stewardship Community District ("District") hereby gives notice of its intention to amend rules related to parking enforcement, enforcement fine, towing, and other district operations.

Specific legal authority for the rules includes Section 120.54, Florida Statutes. A public hearing will be conducted by the District on September 12, 2023, at 9:00 a.m., at 5080 Annunciation Circle, Unit 101, Ave Maria, Florida 34142.

Additional information regarding this public hearing may be obtained from the District's website <https://avemariastewardshipcd.org/> or by contacting the District Manager, Andrew Karmeris, at akarmeris@sdsinc.org or by calling (561) 630-4922.

A copy of the proposed amended rules may be obtained by contacting the District Manager, c/o Special District Services, Inc., at 2501A Burns Road, Palm Beach Gardens, Florida 33410, or by calling (561) 630-4922.

Andrew Karmeris
District Manager

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

www.avemariastewardshipcd.org
Aug 11, 2023

#5793931

Publication Cost: \$217.00

Ad No: 0005793931

Customer No: 1303725

PO #:

of Affidavits: 1

This is not an invoice

Published Daily
Naples, FL 34110

AVE MARIA STEWARDSHIP
2501A BURNS ROAD

PALM BEACH GARDENS, FL 33410

Affidavit of Publication

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Naples Daily News, published in Collier County, Florida; that the attached copy of advertisement, being a Public Notice, was published on the publicly accessible website of Collier and Lee Counties, Florida, or in a newspaper by print in the issues of, on:

Issue(s) dated: 08/14/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally Known to me, on August 14, 2023:

Notary, State of WI, County of Brown

My commission expires

VICKY FELTY
Notary Public
State of Wisconsin

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

A public hearing will be conducted by the Board of Supervisors of the Ave Maria Stewardship Community District ("District") on September 12, 2023 at 9:00 a.m., at 5080 Annunciation Circle, Unit 101, Ave Maria, Florida 34142.

In accordance with Chapter 120, Florida Statutes, and Chapter 2004-461, Laws of Florida, as amended, the District hereby gives the public notice of its intent to adopt proposed amended rules related to parking enforcement, a one thousand dollar (\$1,000.00) enforcement fine, towing, and other district operations. The proposed amended rules related to parking enforcement are available at the District office.

The proposed rules may be adjusted at the public hearing pursuant to discussion by the Board of Supervisors and public comment. Specific legal authority for the rules includes Section 120.54, Florida Statutes. Prior notice of rule development was published in the Naples Daily News on August 11, 2023.

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

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

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

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

Andrew Karmeris
District Manager

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

www.avemariastewardshipcd.org
Aug 14, 2023

#5793935

Publication Cost: \$427.00

Ad No: 0005793935

Customer No: 1303725

PO #:

of Affidavits 1

This is not an invoice

RESOLUTION 2023-17

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ADOPTING AMENDED RULES RELATING TO PARKING AND PARKING ENFORCEMENT; RATIFYING THE ACTIONS OF THE DISTRICT MANAGER TO PROVIDE NOTICE THEREOF; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the Act authorizes the District to adopt resolutions as may be necessary for the conduct of district business; and

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

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

WHEREAS, the Board scheduled the date of the public hearing for Tuesday, September 12, 2023, at 9:00 A.M., at 5080 Annunciation Circle, Unit 101, Ave Maria, Florida 34142, and the District Manager has caused the notice of the public hearing, with the date to be published in a newspaper of general circulation in Collier County, Florida, consistent with the requirements of the Act; and

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

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

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

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

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

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

PASSED AND ADOPTED this 12th day of September 2023.

ATTEST:

**AVE MARIA STEWARDSHIP COMMUNITY
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

EXHIBIT A

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

In accordance with Chapter 2004-461, Laws of Florida and Chapter 120, Florida Statutes, on September 12, 2023 at a duly noticed public meeting following public hearing, the Board of Supervisors of the Ave Maria Stewardship Community District (the “District”) adopted the following policy to govern parking and parking enforcement on District property (the “Rule”).

SECTION 1. INTRODUCTION. The District finds that parked Class B Vehicles, Class C Vehicles, and any Vehicle, Vessel or Trailer which exceeds the designated area of a single parking space or is not connected to a motorized Vehicle (as such capitalized terms are hereinafter defined) on its property cause hazards and danger to the health, safety and welfare of District residents and the public. Furthermore, this Rule prohibits parking any Vehicle, Vessel, or Trailer on any District property not designated as a parking space as such may cause hazards and danger to the health, safety and welfare of District residents and the public and its property. This Rule is intended to provide the District with the ability to remove such Class B Vehicles, Class C Vehicles, and Vehicles, Vessels and Trailers from District designated Tow-Away Zones consistent with this Rule and as indicated on **Exhibit A** attached hereto. Furthermore, this Rule is intended to allow for collection of a fine for parking in violation of this Rule and enforcement via any process allowed under law including but not limited to suit in circuit court.

SECTION 2. DEFINITIONS.

- A.** *Class B Vehicle.* Any mobile item which normally uses wheels, whether motorized or not, that weighs between 10,001 pounds and 20,000 pounds (gross vehicle weight), including but not limited to medium duty trucks, motor homes and camper trailers.
- B.** *Class C Vehicle.* Any mobile item which normally uses wheels, whether motorized or not, that weighs more than 20,001 pounds (gross vehicle weight), including but not limited to heavy duty trucks, house trailers and buses.
- C.** *Trailer.* Any non-motorized, mobile structure which normally uses wheels that is drawn by a Vehicle.
- D.** *Vehicle.* Any mobile item which normally uses wheels, whether motorized or not.

- E.** *Vessel.* Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
- F.** *Parked.* A Vehicle, Trailer or Vessel left unattended by its owner or user.
- G.** *Tow-Away Zone.* District property in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action.

SECTION 3. DESIGNATED TOWING AREAS. Those areas within the District's boundaries depicted in **Exhibit A**, which is incorporated herein by reference, are hereby established as "Tow-Away Zones" for all Class B Vehicles, Class C Vehicles and any Vehicle, Vessel or Trailer which exceeds the designated area of a single parking space or is not connected to a motorized Vehicle ("**Tow Away Zone**"). Exceptions to this Rule include parking of any Vehicle providing a construction or service operation within a quarter mile of the site where it is parked for a maximum period of three hours. To be entitled to this exemption, the owner or driver must post on the Vehicle's windshield the time initially Parked and address of service site. Furthermore, Vehicle must be removed as soon as the construction or service activity is completed.

SECTION 4. ESTABLISHMENT OF NO PARKING AND TOW-AWAY ZONES. The areas set forth in **Exhibit A** attached hereto are declared a Tow Away Zone.

SECTION 5. TOWING/REMOVAL AND ENFORCEMENT PROCEDURES.

- A. SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of the Tow-Away Zones shall be approved by the District's Board of Supervisors and shall be posted on District property in the manner set forth in section 715.07, *Florida Statutes* and all applicable Collier County requirements including but not limited to the Collier County Non-Consent Towing, Private Property Towing, Immobilization and Storage of Vehicles Ordinance, as such may be amended from time to time. Such signage is to be placed in conspicuous locations, in accordance with section 715.07, *Florida Statutes*.
- B. TOWING/REMOVAL AUTHORITY.** To effect towing/removal of a Class B Vehicle, Class C Vehicle and any Vehicle, Vessel or Trailer which exceeds the designated area of a single parking space or is not connected to a motorized Vehicle (the "Designated Vehicle"), the District Manager or his/her designee must verify that the Designated Vehicle was not authorized to Park under this Rule. Upon such verification, the District Manager or his/her designee shall determine whether this is the Designated Vehicle's first offense of this Rule.
 - 1. If the first offense, the District Manager or his/her designee shall place a written warning on the windshield of the Designated Vehicle. Such written warning shall include the time of issuance of the warning. If the Designated Vehicle remains parked in the Tow Away Zone for 24 hours following the issuance of a written warning, the District Manager or his/her designee then must contact a firm authorized by Florida law to tow/remove the Designated Vehicle for the removal at the owner's expense. The Designated Vehicle shall be towed/removed by the firm

in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.

2. If the Designated Vehicle has previously parked in violation on this Rule and received a warning as described above, the District Manager or his/her designee may immediately contact a firm authorized by Florida law to tow/remove the Designated Vehicle for the removal at the owner's expense. The Designated Vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.

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

SECTION 6. ADDITIONAL PARKING PROHIBITION. Any parking of a Vehicle, Vessel or Trailer which exceeds the designated area of a single parking space or is not connected to a motorized Vehicle on District property is prohibited. Furthermore, this Rule prohibits parking any Vehicle, Vessel, or Trailer on any District property not designated as a parking space. The only exemptions to this Rule are Vehicles or Trailers present for services associated with pre-approved, District-authorized events or parking of any Vehicle providing a construction or service operation within a quarter mile of the site where it is parked for a maximum period of three (3) hours. To be entitled to this exemption, the owner or driver must post on the Vehicle's windshield the time initially Parked and address of service site. Furthermore, Vehicle must be removed as soon as the construction or service activity is completed.

SECTION 7. ADDITIONAL ENFORCEMENT AND FINE. In lieu of towing of any Designated Vehicles and for enforcement of any provision of the Rule, the District may elect to charge an enforcement fine of one thousand dollars (\$1,000.00) per violation of this Rule pursuant to section 120.69, *Florida Statutes*, (the "Enforcement Fine"). When implementing the Enforcement Fine, the District shall:

1. For an initial violation of this Rule, post an initial notice of violation on the Vehicle, Vessel or Trailer and send copy of notice to its owner.
2. If after twenty-four (24) hours from delivery of the notice, the Vehicle, Vessel or Trailer remains parked in violation of this Rule, an Enforcement Fine shall be charged to the owner of the Vehicle, Vessel or Trailer. The District shall provide owner notice of the Enforcement Fine. Furthermore, District shall be authorized to enforce this Rule and the Enforcement Fine in any manner authorized by law including but not limited to filing an action in circuit court pursuant to section 120.69, *Florida Statutes*, and request to recover attorney's fees.
3. After providing notice of the initial violation, each day a Vehicle, Vessel or Trailer is parked in violation of this Rule shall be an additional violation of the Rule and subject to an additional Enforcement Fine.
4. The District Manager or its designee shall maintain records of all violations of this Rule including but not limited to date-stamped photographs, copies of correspondence and other records.

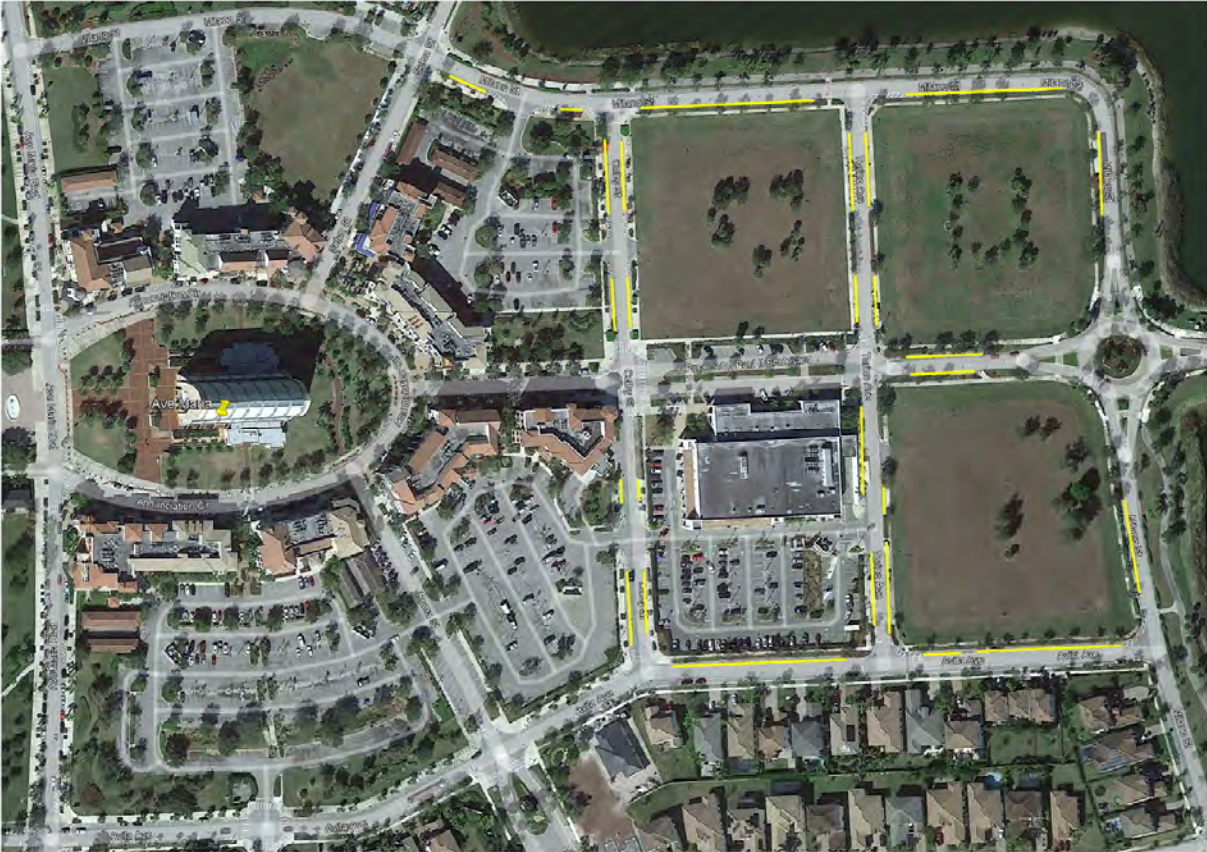
SECTION 8. PARKING AT YOUR OWN RISK. Vehicles may be parked on District property pursuant to this Rule, provided however that the District assumes no liability for any theft, vandalism and/or damage that might occur to personal property and/or to such vehicles.

EXHIBIT A – *Tow Away Zone*

Effective date: September 12, 2023

Exhibit A

Tow Away Zone Depicted in Yellow Highlight



AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

SEPTEMBER 2023

Project Name	Start Date	End Date	Est. Cost	% Complete	Responsible Party	Comments
Anthem Parkway Phase 5A (Starts at North park to Avalon)	2 nd Quarter 2023	TBD	TBD	0%	Andrew Karmeris (District)	Permits expected in Sept/Oct 2023. Ready to commence immediately upon permit approval.
Anthem Parkway Phase 5B (Will include roundabout at Pope John Paul)	3 rd Quarter 2023	TBD	TBD	0%	Andrew Karmeris (District)	Environmental permits expected June 2024
Apron at Owens roundabout	May 2023	Design Plans 11/30/23	TBD	0%	Ted Tryka (District)	Given ok to proceed by attorney/insurance on 8-25-2023
Additional Landscaping on Milano	August 2023	Sept 2023	TBD	0%	David Genson (AMD)	AMD is working on pricing and expected to have a proposal at fall meeting.
Parking on District Roads	01/2023	2 nd Quarter 2023	N/A	N/A	Andrew Karmeris (District Manager) Kim Twiss (Master Association Manager)	Signs have been delivered and approximately 90% have been installed. Remainder to be installed weather permitting during the next few weeks.
Town Core Striping and Flashing Signs	01/2023	9/15/23	\$188,000	98%	Ted Tryka (District)	Flashing signs installed 8-18-23. 2 Parking Spots Remain.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

Asset Management (Placeholder for FY24)	March 2023	Sept 2023	\$50,000	FY 23 – 100%	David Genson (AMD)	Mapping of roadways, sidewalks, curbs, light poles are complete. Budgeting for Fiscal Year 2024 to include site visits, mapping of additional assets such as signs, fixtures, etc.
Reserve Funds (Irrigation and O&M)	TBD	N/A	TBD	TBD	David Genson (AMD)	Rate Adjustment presentation expected at Fall 2023 meeting.
Front Fountain (Letters)	N/A	Sept/Oct2 023	\$22,000	80%	Donny Diaz	Fountain is operational. Project has begun, expected to be complete in approximately 4 weeks.
National Gate monitoring	2023	Ongoing	N/A	N/A	Alyssa Willson (District)	The District continues to monitor National Gate operation. Residents have been instructed to file complaints filed with District Manager.

FY 2024 DEVELOPER CONTRIBUTION AND DEFICIT FUNDING AGREEMENT

THIS FY 2024 DEVELOPER CONTRIBUTION AND DEFICIT FUNDING AGREEMENT (“Agreement”) is made and entered into to be effective the 12th day of September 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, (the “Act”) and located in Collier County, Florida (“**District**”), and

Ave Maria Development, LLLP, a Florida limited liability limited partnership, the primary developer of lands within the boundary of the District, and whose address is 2600 Golden Gate Parkway, Naples, Florida 34105 (“**Developer**”).

RECITALS

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

WHEREAS, the District, pursuant to the Act is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District has adopted the District’s operations and maintenance budget (“**O&M Budget**”) for the fiscal year ending September 30, 2024 (“**FY 2024**”) and has levied special assessments (“**O&M Assessments**”) to fund a portion of the O&M Budget a copy of which is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Board has adopted the Ave Maria Master Irrigation Utility budget (“**Utility Budget**”) for FY 2024 a copy of which is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, in connection with the adoption of the O&M Budget and the levy of the O&M Assessments, and in consideration for the District not levying additional O&M Assessments, the Developer has agreed to pay the O&M Assessments levied on its properties, and additionally to fund any portion (“**O&M Deficit**”) of the O&M Budget needed by the District above and beyond the amount of the O&M Assessments actually levied;

WHEREAS, in connection with the adoption of the Utility Budget, the Developer has agreed to pay the developer contribution outlined in the Utility Budget and fund any funding deficits;

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

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.

2. **FUNDING OBLIGATION.**

(a) **O&M Budget.** The Developer agrees to make available to the District the monies necessary to fund any O&M Deficit for FY 2024, as detailed in the O&M Budget, within thirty (30) days of written

request by the District. The funds shall be placed in the District's general checking account and used to fund the actual administrative and operations expenses of the District's O&M Budget. The Developer agrees to fund any O&M Deficit for actual expenses of the District and up to the total amount of the O&M Budget; provided, however, that the Developer shall not be responsible for any O&M Deficit resulting from amendments to the O&M Budget, unless the Developer approves of such amendments. The Developer's payment of funds pursuant to this Agreement in no way affects Developer's obligation to pay O&M Assessments levied on lands it owns within the District. The District shall have no obligation to reimburse the Developer for any monies paid under this Agreement.

(b) Utility Budget. The Developer agrees to make available to the District the monies necessary to fund any developer contributions for FY 2024, as detailed in the Utility Budget. Further, the Developer agrees to fund any utility funding deficit for actual expenses of the District. Developer agrees to provide such developer contributions and funding deficit within thirty (30) days of written request by the District. The funds shall be placed in the District's general checking account and used to fund the actual administrative and operations expenses of the District's Utility Budget. The District shall have no obligation to reimburse the Developer for any monies paid under this Agreement.

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

4. **AUTHORITY.** 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.

5. **ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other. Any purported assignment without such consent shall be void.

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

7. **ATTORNEY'S FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

8. **BENEFICIARIES.** This Agreement is solely for the benefit of the formal 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 formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

9. **APPLICABLE LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any action under this Agreement shall be in a state circuit court of competent jurisdiction in and for Collier County, Florida.

10. **ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

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

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

By: _____
Its: _____

AVE MARIA DEVELOPMENT, LLLP

By: _____
Name: _____
Title: _____

EXHIBIT A: O&M Budget with Assessment Schedule
EXHIBIT B: Utility Budget

EXHIBIT A
O&M Budget with Assessment Schedule

EXHIBIT B
Utility Budget

RESOLUTION 2023-18

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2023; RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2023; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 2004-461, Laws of Florida, including its \$19,150,000 Ave Maria Stewardship Community District Capital Improvement Revenue Bonds, Series 2023 (Phase 4 Master Improvements Project) (the “Series 2023 Bonds”); and

WHEREAS, the District closed on the sale of the Series 2023 Bonds on August 3, 2023; and

WHEREAS, as prerequisites to the issuance of the Series 2023 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (the “Closing Documents”); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in closing the sale of the Series 2023 Bonds.

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

SECTION 1. The sale, issuance, and closing of the Series 2023 Bonds is in the best interests of the District.

SECTION 2. The issuance and sale of the Series 2023 Bonds, the adoption of resolutions relating to such bonds, and all actions taken in the furtherance of the closing on

such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

SECTION 3. The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2023 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2023 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 12th day of September 2023.

ATTEST:

**AVE MARIA STEWARDSHIP COMMUNITY
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

**This Instrument Prepared by
and return to:**

**Ave Maria Stewardship Community District
c/o Special District Services
2501 A Burns Road
Palm Beach Gardens, Florida 33410**

**SUPPLEMENTAL DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF
IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY
THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
[SERIES 2023 MASTER BONDS]**

Board of Supervisors and Officers¹

Thomas Peek
Chairman

Jay Roth
Vice Chairman

Robb Klucik
Board Member

Thomas DiFlorio
Board Member

Jeff Sonalia
Board Member

Special District Services
District Manager
The Oaks Center, 2501A Burns Road
Palm Beach Gardens, Florida 33410
(561) 630-4922

District records are on file at the offices of the District Manager and at the local records office 2600 Golden Gate Parkway, Naples, Florida 334105, and are available for public inspection upon request during normal business hours.

¹ This list reflects the composition of the Board of Supervisors and Officers as of September 12, 2023. For a current list, please contact the District Manager or visit avemariastewardshipcd.org.

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Introduction

On behalf of the Board of Supervisors of the Ave Maria Stewardship Community District (the "District"), the following information is provided to give you a description of the District's services and the assessments that are anticipated to be levied within the District to pay for certain community infrastructure, and the manner in which the District is operated. The District is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 2004-461, Laws of Florida, as amended. Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, construction and/or acquisition, as well maintenance, of roadways, stormwater management, reclaimed water transmission facilities and landscaping improvements, and other related public infrastructure.

Under Florida law, special districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the Ave Maria Stewardship Community District and the assessments, fees and charges that are anticipated to be levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

What is the District and how is it governed?

The District is an independent special taxing district created pursuant to and existing under the provisions of Chapter 2004-461, Laws of Florida, enacted on June 17, 2004, as amended. The District currently encompasses approximately 11,806 acres of land located within the jurisdictional boundaries of Collier County, Florida. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors, the members of which must be residents of Florida and citizens of the United States. Initially, members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. The two candidates receiving the highest number of votes were elected to terms which expired in November 2006, and the three candidates receiving the next largest amount of votes were elected to terms which expired in November 2008. Thereafter, there shall be an election by landowners for the District every two years in November on a date established and noticed by the Board. The Board called for a referendum on the question of whether certain members of the Board should be elected by qualified electors, which was approved. A "qualified elector" in this instance is any person at least 18 years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in Collier County. The Board has approved maps of the District describing and locating the urban areas within the District (the "Map"). The Map is used to determine the number of Supervisors to be elected by the qualified electors. The Map is to be updated every five years, or sooner at the discretion of the Board. Currently, the District is between 25% and 50% urban, and two

Supervisors were elected by qualified electors in November 2022 and the remaining three Supervisors were elected on a one-acre, one-vote principal. When the urban areas are at least 50%, but less than 70% of the District, three Supervisors will be elected by qualified electors and the remaining two Supervisors will be elected on a one-acre, one-vote principal. When urban areas constitute at least 70%, but less than 90% of the District, four Supervisors will be elected by qualified electors and the remaining Supervisor will be elected on a one-acre, one-vote principal. When urban areas are at least 90% of the District, all five Supervisors will be elected by qualified electors. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

Board meetings are noticed in the local newspaper and are conducted in a public forum in which public participation is permitted. Consistent with Florida's public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State's open meetings law and are subject to the same disclosure requirements as other elected officials under the State's ethics laws.

What infrastructure improvements does the District provide and how are the improvements paid for?

The boundaries of the District encompass approximately 11,806 acres of land located in Collier County. The legal description of the land encompassed within the District is attached hereto as **Exhibit A**. The public infrastructure necessary to support the District's development program includes, but is not limited to, the following: drainage and stormwater management system, roadways, a master irrigation system, landscaping, mitigation and restoration, land acquisition and public facilities, and water and wastewater utilities. The District's master infrastructure improvement plan is described in the Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Ave Maria Stewardship Community District, which has been previously recorded in Book 5164, Page 551 of the Official Records of Collier County (the "Master Disclosure"), as well as the District's Engineer's Reports on file in the District's public records. These improvements have been or will be funded by the District's sale of special assessment bonds (discussed below).

On December 1, 2006, the District issued \$26,245,000 Ave Maria Stewardship Community District Capital Improvement Revenue, Series 2006A (the "Series 2006A Bonds") and \$26,220,000 Ave Maria Stewardship Community District Bond Anticipation Notes, Series 2006 (the "Series 2006 BANs" together the "2006 Bonds") for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements described in the Master Disclosure; (2) paying certain costs associated with the issuance of the 2006 Bonds; (3) making a deposit into the Reserve Account for the benefit of all of the 2006 Bonds and (4) paying a portion of the interest to become due on the 2006 Bonds.

On June 7, 2012, the District issued \$29,100,000 Ave Maria Stewardship Community District Capital Improvement Revenue Refunding Bonds, Series 2012 (the "Series 2012 Bonds") for the purpose of: (1) refunding and redeem all of the outstanding original aggregate principal

amount of Series 2006 BANs; (2) paying certain costs associated with the issuance of the Series 2012 Bonds and (3) making a deposit into the 2012 Reserve Account for the benefit of all of the 2012 Bonds.

On March 5, 2015, the District issued \$2,530,000 Ave Maria Stewardship Community District Capital Improvement Revenue, Series 2015 (the “Series 2015 Bonds”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements described below; (2) paying certain costs associated with the issuance of the Series 2015 Bonds; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2015 Bonds and (4) paying a portion of the interest to become due on the Series 2015 Bonds.

On November 2, 2016, the District issued \$11,085,000.00 Ave Maria Stewardship Community District Bond Anticipation Notes, Series 2016 (Phase 3 Master Improvements Project) (the “Series 2016 BANs”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements comprising the Phase 3 Master Improvements Project; (2) paying certain costs associated with the issuance of the Series 2016 BANs; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2016 BANs and (4) paying a portion of the interest to become due on the Series 2016 BANs.

Also on November 2, 2016, the District issued \$3,390,000 Ave Maria Stewardship Community District Capital Improvement Revenue Bonds, Series 2016 (Maple Ridge Phase 2 Project) (the “Series 2016 Bonds”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements described below; (2) paying certain costs associated with the issuance of the Series 2016 Bonds; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2016 Bonds and (4) paying a portion of the interest to become due on the Series 2016 Bonds.

On June 7, 2018, the District issued \$4,000,000 Ave Maria Stewardship Community District Capital Improvement Revenue Bonds, Series 2018 (Maple Ridge Phase 3 Project) (the “Series 2018 Bonds”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements described below; (2) paying certain costs associated with the issuance of the Series 2018 Bonds; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2018 Bonds and (4) paying a portion of the interest to become due on the Series 2018 Bonds.

On June 27, 2019, the District issued \$20,310,000 Ave Maria Stewardship Community District Capital Improvement Revenue Refunding Bonds, Series 2019 (the “Series 2019 Bonds”) for the purpose of: (1) refunding and redeeming all of the outstanding Series 2006A Bonds; (2) paying certain costs associated with the issuance of the Series 2019 Bonds and (3) making a deposit into the 2019 Reserve Account for the benefit of all of the 2019 Bonds.

On July 16, 2020, the District issued \$3,400,000 Ave Maria Stewardship Community District Capital Improvement Revenue Bonds, Series 2020 (Maple Ridge Phase 4 Project) (Bank Qualified) (the “Series 2020 Bonds”) for the purpose of: (1) financing a portion of the costs

associated with the acquisition, construction, installation and equipping certain infrastructure improvements described below; (2) paying certain costs associated with the issuance of the Series 2020 Bonds; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2020 Bonds and (4) paying a portion of the interest to become due on the Series 2020 Bonds.

On March 4, 2021, the District issued \$11,340,000 Ave Maria Stewardship Community District Capital Improvement Revenue Bonds, Series 2021 (Ave Maria National Project) (the “Series 2021 Ave Maria National Bonds”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements described below; (2) paying certain costs associated with the issuance of the Series 2021 Ave Maria National Bonds; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2021 Ave Maria National Bonds and (4) paying a portion of the interest to become due on the Series 2021 Ave Maria National Bonds.

On August 19, 2021, the District issued \$16,640,000 Ave Maria Stewardship Community District Bond Anticipation Notes, Series 2021 (Phase 4 Master Improvements Project) (the “Series 2021 BANs”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements comprising the Phase 4 Master Improvements Project; (2) paying certain costs associated with the issuance of the Series 2021 BANs; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2021 BANs and (4) paying a portion of the interest to become due on the Series 2021 BANs.

On August 19, 2021, the District issued \$11,610,000 Ave Maria Stewardship Community District Capital Improvement Revenue Bonds, Series 2021 (Phase 3 Master Improvements Project) (the “Series 2021 Master Bonds”) for the purpose of: (1) redeeming all of the outstanding Series 2016 BANs described above; (2) paying certain costs associated with the issuance of the Series 2021 Master Bonds; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2021 Master Bonds and (4) paying a portion of the interest to become due on the Series 2021 Master Bonds.

On February 3, 2022, the District issued \$7,775,000 Ave Maria Stewardship Community District Capital Improvement Revenue Bonds, Series 2022 (Maple Ridge Phase 5 Project) (the “Series 2022 Bonds”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements described below; (2) paying certain costs associated with the issuance of the Series 2022 Bonds; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2022 Bonds and (4) paying a portion of the interest to become due on the Series 2022 Bonds.

On February 3, 2022, the District issued \$22,950,000 Ave Maria Stewardship Community District Capital Improvement Revenue Refunding Bonds, Series 2022A (the “Series 2022A Bonds”) for the purpose of: (1) refunding and redeeming all of the outstanding Series 2012 Bonds; (2) paying certain costs associated with the issuance of the Series 2022A Bonds and (3) making a deposit into the 2022A Reserve Account for the benefit of all of the 2022A Bonds.

On August 3, 2023, the District issued \$19,150,000 Ave Maria Stewardship Community District Capital Improvement Revenue Bonds, Series 2023 (Phase 4 Master Improvements Project) (the “Series 2023 Bonds”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements described below; (2) paying certain costs associated with the issuance of the Series 2023 Bonds; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2023 Bonds and (4) paying a portion of the interest to become due on the Series 2023 Bonds.

Assessments, Fees, and Charges

The costs of acquisition or construction of a portion of the District’s infrastructure improvements have been financed by the District through the sale of its Series 2012 Bonds, Series 2015 Bonds, Series 2016 BANs, Series 2016 Bonds, Series 2018 Bonds, Series 2019 Bonds, Series 2020 Bonds, Series 2021 Ave Maria National Bonds, Series 2021 BANs, Series 2021 Bonds, Series 2022 Bonds, Series 2022A Bonds and Series 2023 Bonds. The Series 2022A Bonds will refinance and refund the Series 2012 Bonds, resulting in a reduction in the special assessment amounts for those units. The annual debt service payments, including interest due thereon, are payable solely from and secured by the levy of non-ad valorem or special assessments against lands within the District which benefit from the construction, acquisition, establishment and operation of the District’s improvements. The annual debt service obligations of the District which must be defrayed by annual assessments upon each parcel of land or platted lot will depend upon the type of property purchased. Depending on your location, you may be subject to any of the assessments listed below. Interested persons are encouraged to contact the District Manager for information regarding special assessments on a particular lot or parcel of lands. A copy of the District’s assessment methodology and assessment roll are available for review in the District’s public records.

The current maximum annual debt assessments for the Series 2015 Bonds per unit are as follows:

Product Type	Series 2015 Maximum Annual Assessment Level Per Unit
Maple Ridge Phase 3 – 55’	\$449.69
Maple Ridge Phase 3 – 65’	\$449.69
Estate Lots Phase 1 – 90’	\$449.69
Coquina at Maple Ridge Phase 1 – 0’	\$449.69

The current maximum annual debt assessments for the Series 2016 Bonds per unit are as follows:

Product Type	Series 2016 Bonds Maximum Annual Assessment Level Per Unit
Maple Ridge Phase 4 – 55’	\$673.19
Maple Ridge Phase 4 – 65’	\$673.19

Estate Lots Phase 2 – 90’	\$673.19
Coquina at Maple Ridge Phases 2 & 3 – 0’	\$673.19

The current maximum annual debt assessments for the Series 2018 Bonds per unit are as follows:

Product Type	Series 2018 Bonds Maximum Annual Assessment Level Per Unit
Maple Ridge Model Homes - 90’	\$667.45
Maple Ridge Phase 5A – 55’	\$667.45
Maple Ridge Phase 5A – 65’	\$667.45
Maple Ridge Phase 5B – 45’	\$667.45
Maple Ridge Phase 6A – 55’	\$667.45
Maple Ridge Phase 6A – 65’	\$667.45
Maple Ridge Phase 6A – zero lot line	\$667.45
Silverwood Phase 1B – zero lot line	\$667.45
Silverwood Phase 2A – zero lot line	\$667.45

Provided below are the current maximum annual assessment levels for the Series 2019 Bonds:

Product Type	Series 2019 Bonds Maximum Annual Assessment Level Per Unit
Multi-Family	\$403
Single-Family	\$775

The current maximum annual debt assessments for the Series 2020 Bonds per unit within the Maple Ridge Phase 4 Project are as follows:

Product Type	Series 2020 Bonds Maximum Annual Assessment Level Per Unit
Maple Ridge Phase 6B – 55’	\$670.00
Maple Ridge Phase 6B – 65’	\$670.00
Maple Ridge Phase 6C – 65’	\$670.00
Silverwood Phase 2B – 40’ zero lot line	\$670.00

The current maximum annual debt assessments for the Series 2021 Ave Maria National Bonds per unit within the Ave Maria National Project are as follows:

Product Type	Series 2021 Ave Maria National Bonds Maximum Annual Assessment Level Per Unit
50’SF	\$667.00
70’ SF	\$667.00
Coach	\$530.29
12 Unit Veranda	\$530.29
16 Unit Veranda	\$455.46
30 Unit Veranda	\$455.46

The current debt assessments for the 2021 BANs per acre within Phase 4 Master Improvements Project assessment area are as follows:

Unit	2021 BANs Maximum Assessment Per Unit
Acre	\$9,655.46

The current maximum annual debt assessments for the Series 2021 Master Bonds per platted unit within Phase 3 Master Improvements Project assessment area are as follows:

Unit Type	Series 2021 Master Bonds Maximum Annual Assessment Level Per Unit
Multi Family	\$449.15
Single Family	\$832.25

Note: The maximum annual assessments level amounts have been grossed up to include collection costs from Collier County and a maximum discount for early payment as authorized by law. Further, until fully assigned to platted lots, a portion of the Assessments securing repayment of the 2012 Bonds, 2020 Bonds, 2021 Notes and 2021 Master Bonds are secured from the same unplatted land described in Exhibit A. The 2019 Bonds were allocated to the first 2,000 units within the District. The 2012 Bonds are estimated to be allocated to the next 2,092 units within the District on a first platted, first assigned basis. The Series 2021 Master Bonds will be allocated to the 1,024 units following the previous 4,092 assessable units on a first platted, first assigned basis.

The current maximum annual debt assessments for the Series 2022 Bonds per unit within the Maple Ridge Phase 5 Project are as follows:

Product Type	Series 2022 Bonds Maximum Annual Assessment Level Per Unit
Maple Ridge Phase 7A	\$670.00
Maple Ridge Phase 7B	\$670.00
Silverwood Phase 3	\$670.00
Silverwood Phase 4	\$670.00

The current maximum annual debt assessments for the Series 2022A Bonds per unit are as follows:

Product Type	Series 2022A Bonds Maximum Annual Assessment Level Per Unit
Multi-Family	\$495
Single Family	\$951

The current maximum annual debt assessments for the Series 2023 Bonds per unit within the Phase 4 Master Improvements Project are as follows:

Product Type	Series 2023 Bonds Maximum Annual Assessment Level Per Unit
Multi-Family	\$532.19
Single Family	\$1,023.45

Note: The maximum annual assessments level amounts have been grossed up to include collection costs from Collier County and a maximum discount for early payment as authorized by law.

The District may undertake the construction, acquisition, or installation of other future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by 2004-461, Laws of Florida, as amended. More information can be obtained from the improvement plan, as revised and supplemented, on file with the District.

The amounts described above exclude any operations and maintenance assessments which may be determined and calculated annually by the District's Board of Supervisors against all benefited lands in the District. These assessments will also be collected in the same manner as county ad valorem taxes.

A detailed description of all costs and allocations which result in the formulation of assessments, fees and charges are available for public inspection upon request.

Method of Collection

The District's special and maintenance assessments may appear on that portion of the annual real estate tax bill entitled "non-ad valorem assessments," and will be collected by the county tax collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax bill, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property.

This description of the Ave Maria Stewardship Community District's operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing infrastructure improvements essential to the development of new communities. If you have questions or would simply like additional information about the District, please write to Special District Services, The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410, or call (561) 630-4922.

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IN WITNESS WHEREOF, this Supplemental Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been executed as of the 12th day of September, 2023, and recorded in the Official Records of Collier County, Florida.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

By: _____
Thomas Peek, Chairman

Witness

Witness

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 12th day of September, 2023, by Thomas Peek, as Chairman of the of the Ave Maria Stewardship Community District, for and on behalf of the District. He [] is personally known to me or [] produced _____ as identification.

Exhibit A: Legal Description

Exhibit A

METES AND BOUNDS DESCRIPTION

DESCRIPTION OF PART OF SECTIONS 21, 22, 27, 28, 29, 30, AND 33
AND ALL OF SECTIONS 31 AND 32, TOWNSHIP 47 SOUTH, RANGE
29 EAST,

AND

PART OF SECTIONS 4, 9, 16, 17, AND 18 AND ALL OF SECTIONS 5,
6, 7, AND 8, TOWNSHIP 48 SOUTH, RANGE 29 EAST,

AND

PART OF SECTIONS 1, 12 AND 13, TOWNSHIP 48 SOUTH, RANGE
28 EAST,

AND

ALL OF SECTION 36, TOWNSHIP 47 SOUTH, RANGE 28 EAST,
COLLIER COUNTY, FLORIDA

COMMENCING AT THE NORTHWEST CORNER OF SECTION 27,
TOWNSHIP 47 SOUTH, RANGE 29 EAST, COLLIER COUNTY,
FLORIDA.

THENCE ALONG THE NORTH LINE OF SAID SECTION 27 NORTH
89°42'22" EAST 40.00 FEET TO THE INTERSECTION WITH THE
WEST RIGHT-OF-WAY LINE OF CAMP KEIAS ROAD (80' RIGHT-
OF-WAY) AND THE POINT OF BEGINNING OF THE PARCEL
HEREIN DESCRIBED:

THENCE ALONG SAID RIGHT-OF-WAY LINE IN THE FOLLOWING
TWENTY FOUR (24) DESCRIBED COURSES;

- 1) SOUTH 00°15'32" EAST 4936.39 FEET;
- 2) 395.35 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 3,707.51 FEET THROUGH A CENTRAL ANGLE OF 06°05'35" AND BEING SUBTENDE BY A CHORD WHICH BEARS SOUTH 02°47'23" WEST 395.17 FEET;
- 3) SOUTH 05°50'40" WEST 101.17 FEET;
- 4) THENCE SOUTH 89°37'49" WEST 7.63 FEET;
- 5) SOUTH 00°14'32" EAST 73.58 FEET;
- 6) SOUTH 05°51'27" WEST 224.83 FEET;
- 7) 403.87 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 3,798.14 FEET THROUGH A CENTRAL ANGLE OF 06°05'33" AND BEING SUBTENDE BY A CHORD WHICH BEARS SOUTH 02°45'21" WEST 403.68 FEET;
- 8) SOUTH 00°14'33" EAST 1,907.96 FEET;
- 9) SOUTH 00°22'10" EAST 2,609.43 FEET;
- 10) SOUTH 00°30'10" EAST 2,673.59 FEET;
- 11) SOUTH 00°35'31" EAST 2,684.14 FEET;
- 12) SOUTH 00°38'11" EAST 2,610.47 FEET;
- 13) SOUTH 00°30'34" EAST 200.03 FEET;
- 14) 202.91 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 2,702.95 FEET THROUGH CENTRAL ANGLE OF 04°18'04" AND BEING SUBTENDE BY A CHORD WHICH BEARS SOUTH 02°39'36" EAST 202.86 FEET;
- 15) SOUTH 04°48'38" EAST 400.00 FEET;
- 16) SOUTH 05°08'04" EAST 95.99 FEET;
- 17) SOUTH 00°29'16" EAST 101.03 FEET;
- 18) CONTINUE ALONG SAID LINE SOUTH 00°29'16" EAST 1,609.23 FEET;
- 19) SOUTH 00°59'03" EAST 2,660.06 FEET;

20) SOUTH 00°56'00" EAST 2,246.44 FEET;

21) 104.19 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 461.33 FEET THROUGH A CENTRAL ANGLE OF 12°56'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 05°33'57" WEST 103.97 FEET;

22) SOUTH 12°02'43" WEST 100.00 FEET;

23) 122.31 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 540.00 FEET THROUGH CENTRAL ANGLE OF 12°58'40" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 05°33'23" WEST 122.05 FEET;

24) SOUTH 00°55'58" EAST 49.54 FEET TO THE NORTH RIGHT OF WAY LINE OF OIL WELL ROAD (100' RIGHT OF WAY)

THENCE ALONG SAID NORTH RIGHT OF WAY IN THE FOLLOWING EIGHT (8) DESCRIBED COURSES;

1) SOUTH 88°57'46" WEST 2,595.92 FEET;

2) SOUTH 88°54'34" WEST 2,641.05 FEET;

3) SOUTH 88°57'06" WEST 2,570.04 FEET;

4) SOUTH 88°55'37" WEST 2,702.71 FEET;

5) SOUTH 88°56'50" WEST 2,645.03 FEET;

6) SOUTH 88°56'28" WEST 2,639.06 FEET;

7) SOUTH 89°44'55" WEST 2,676.56 FEET;

8) SOUTH 89°44'33" WEST 0.82 FEET TO THE WEST LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 2493, PAGE 2779-2796;

THENCE ALONG SAID LINE NORTH 01°11'28" WEST 2,637.90 FEET TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 2493, PAGE 2779-2796;

THENCE ALONG SAID LINE NORTH 89°32'26" EAST 1,332.28 FEET TO A NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN O.R. BOOK 2009 PAGE 1554-1558;

THENCE ALONG THE NORTH LINE OF SAID LANDS NORTH 89°32'26" EAST 360.40 FEET TO THE INTERSECTION WITH THE WEST LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 2943 PAGE 2779-2796;

THENCE ALONG THE WEST LINE OF SAID LANDS NORTH 01°11'02" WEST 2,688.15 FEET TO THE INTERSECTION WITH SOUTH LINE OF SECTION 12, TOWNSHIP 48 SOUTH, RANGE 28 EAST;

THENCE ALONG SAID LINE SOUTH 89°24'56" WEST 151.63 FEET TO THE INTERSECTION WITH THE WEST LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 2493 PAGE 2779-2796;

THENCE ALONG THE WEST LINE OF SAID LANDS NORTH 00°44'30" WEST 5,387.66 FEET TO THE INTERSECTION WITH THE NORTH LINE OF SAID SECTION 12;

THENCE ALONG SAID NORTH LINE NORTH 89°00'09" EAST 23.81 FEET TO INTERSECTION WITH THE WEST LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 2493 PAGES 2779-2796;

THENCE ALONG THE WEST LINE OF SAID LANDS NORTH 00°43'12" WEST 5,312.87 FEET TO THE SOUTH LINE OF SECTION 36, TOWNSHIP 47 SOUTH, RANGE 28 EAST;

THENCE ALONG SAID SOUTH LINE SOUTH 89°28'47" WEST 1,591.63 FEET;

THENCE CONTINUE ALONG SAID SOUTH LINE SOUTH 89°28'47" WEST 2,658.12 FEET TO THE SOUTH WEST CORNER OF SAID SECTION 36;

THENCE ALONG THE WEST LINE OF SAID SECTION 36 NORTH 00°12'02" WEST 2,594.56 FEET;

THENCE CONTINUE ALONG THE WEST LINE OF SAID SECTION 36 NORTH 00°13'09" EAST 2,595.59 FEET TO THE NORTHWEST CORNER OF SAID SECTION 36;

THENCE ALONG THE NORTH LINE OF SAID SECTION 36 NORTH 89°57'18" EAST 2,678.23 FEET;

THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION NORTH 89°57'18" EAST 2,678.23 FEET TO THE NORTH EAST CORNER OF SAID SECTION 36;

THENCE ALONG THE WEST LINE OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 29 EAST, NORTH 00°13'04" WEST 2,580.06 FEET;

THENCE CONTINUE ALONG SAID WEST LINE OF SAID SECTION 30 NORTH 00°10'45" WEST 2,527.41 FEET TO THE SOUTH RIGHT OF WAY LINE OF IMMOKALEE ROAD (100' RIGHT OF WAY);

THENCE ALONG SAID RIGHT OF WAY LINE FOR THE FOLLOWING NINE (9) DESCRIBED COURSES;

- 1) SOUTH 89°43'35" EAST 0.74 FEET;
- 2) NORTH 87°40'12" EAST 2,582.06 FEET;
- 3) NORTH 87°38'44" EAST 2,630.49 FEET;
- 4) NORTH 87°41'38" EAST 2,640.92 FEET;
- 5) NORTH 87°46'05" EAST 2,645.58 FEET;
- 6) NORTH 89°37'45" EAST 2,687.06 FEET;
- 7) NORTH 89°39'06" EAST 780.08 FEET;
- 8) 3,074.23 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 1,960.26 FEET THROUGH A CENTRAL ANGLE OF 89°51'20" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 44°42'37" EAST 2,768.73 FEET;
- 9) NORTH 00°27'14" WEST 663.14 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID CAMP KEIAS ROAD;

THENCE ALONG SAID RIGHT-OF-WAY LINE IN THE FOLLOWING SEVEN (7) DESCRIBED COURSES:

- 1) SOUTH 89°56'24" EAST 266.14 FEET;
- 2) 722.56 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 460.00 FEET THROUGH A CENTRAL ANGLE OF 89°59'58" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 44°56'23" EAST 650.54 FEET;
- 3) SOUTH 00°03'36" WEST 600.00 FEET;
- 4) 529.01 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 760.00 FEET THROUGH CENTRAL ANGLE OF 39°52'53" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 20°00'02" WEST 518.39 FEET;
- 5) SOUTH 39°56'29" WEST 543.45 FEET;
- 6) 589.90 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 840.00 FEET THROUGH CENTRAL ANGLE OF 40°14'11" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 19°49'24" WEST 577.85 FEET;
- 7) SOUTH 00°17'42" EAST 60.83 FEET TO THE POINT OF BEGINNING. CONTAINING 10805.08 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.- BEARINGS

ARE BASED ON THE WEST HALF OF THE SOUTH LINE OF SECTION 16, TOWNSHIP 48 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA BEING SOUTH 88°54'34" WEST.

ALSO:

SECTION 34, TOWNSHIP 47 SOUTH, RANGE 29 EAST, AND THE NORTH ½ OF SECTION 3, AND THE NORTHWEST ¼ OF SECTION 2, LYING WEST OF THE WEST TOE OF THE RESERVOIR PERIMETER DIKE, TOWNSHIP 48 SOUTH, RANGE 29 EAST, ALL LYING IN COLLIER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE NORTH 88°16'07" EAST, ALONG THE NORTH LINE OF SECTION 34, A DISTANCE OF 2676.29 FEET, TO THE NORTH ¼ CORNER OF SAID SECTION; THENCE NORTH 88°14'03" EAST, ALONG THE NORTH LINE OF SECTION 34, A DISTANCE OF 2674.26 FEET, TO THE NORTHEAST CORNER OF SECTION 34; THENCE SOUTH 01°10'01" EAST, ALONG THE EAST LINE OF SECTION 34, A DISTANCE OF 2612.26 FEET TO THE EAST ¼ CORNER OF SECTION 34; THENCE SOUTH 01°10'03" EAST ALONG THE EAST LINE OF SECTION 34 A DISTANCE OF 2612.26 FEET, TO THE SOUTHEAST CORNER OF SECTION 34; THENCE NORTH 88°19'34" EAST, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 1303.65 FEET, TO THE WEST TOE OF THE RESERVOIR PERIMETER DIKE; THENCE ALONG SAID TOE OF DIKE, THE FOLLOWING COURSES AND DISTANCES: SOUTH 22°48'31" WEST, DISTANCE 1909.13 FEET; SOUTH 01°27'33" WEST, DISTANCE 455.64 FEET; SOUTH 35°43'39" WEST, DISTANCE 456.61 FEET; SOUTH 46°03'55" WEST, DISTANCE 182.61 FEET, TO THE EAST-WEST ¼ SECTION LINE OF SAID SECTION 2; THENCE SOUTH 88°17'59" WEST, ALONG THE EAST-WEST ¼ SECTION LINE OF SECTION 2, A DISTANCE OF 110.56 FEET, TO THE WEST ¼ CORNER OF SECTION 2; THENCE SOUTH 88°22'29" WEST, ALONG THE EAST-WEST ¼ SECTION LINE OF SAID SECTION 3, A DISTANCE OF 5326.54 FEET, TO THE WEST ¼ CORNER OF SECTION 3; THENCE NORTH 01°23'05" WEST, ALONG THE WEST SECTION LINE, A DISTANCE OF 2673.56 FEET, TO THE NORTHWEST CORNER OF SECTION 3; THENCE NORTH 01°15'11" WEST, ALONG THE WEST LINE OF SECTION 34, A DISTANCE OF 2609.46 FEET, TO THE WEST ¼ CORNER OF SECTION 34; THENCE NORTH 01°07'28" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 2608.05 FEET, TO THE NORTHWEST CORNER OF SECTION 34, AND THE POINT OF BEGINNING, LESS THE NORTH 60 FEET OF SAID SECTION 34 THEREOF, AND LESS LANDS LYING WITHIN CAMP KEAIS ROAD AND LANDS CONVEYED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 1579, PAGE 1757.

SAID LANDS CONTAIN APPROXIMATELY 1,001.06 ACRES, MORE OR LESS. BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 34, TOWNSHIP 47 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA BEING NORTH 88°16'07" EAST.

CONTAINING A TOTAL OVERALL AREA OF 11,806.14 ACRES, MORE OR LESS.

RESOLUTION 2023-19

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT REGARDING THE AWARD OF A LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES CONTRACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District has received proposals from _____ (__) contractors interested in providing the Services; and

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

WHEREAS, the Board hereby determines its intent to award the contract for Services to _____.

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

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

SECTION 2. The response of _____ is the response which best serves the interests of the District.

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

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

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

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

PASSED AND ADOPTED this 12th day of September 2023.

ATTEST:

**AVE MARIA STEWARDSHIP COMMUNITY
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

**AMENDED AND RESTATED AGREEMENT BETWEEN THE AVE MARIA
STEWARDSHIP COMMUNITY DISTRICT AND THE NATIONAL AT AVE MARIA
PROPERTY OWNERS ASSOCIATION, INC., FOR FACILITY MAINTENANCE AND
REPAIR SERVICES**

THIS 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 (the "District"), and

THE NATIONAL AT AVE MARIA PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation, whose address is 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966 (the "Association," together with the District, the "Parties").

RECITALS

WHEREAS, the District was created and established on April 23, 2004, by Act passed by the Florida Legislature, Chapter 2004-461, Laws of Florida, as amended for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District will own various systems, facilities and infrastructure including, but not limited to, roadways, landscape and hardscape, reuse distribution facilities and stormwater management facilities ("District Improvements") as described in the Engineer's Report attached hereto as **Exhibit A**; and

WHEREAS, the District desires to retain an independent contractor to operate, maintain and repair the District Improvements, once acquired by the District, and otherwise provide the services ("**Services**") set forth in **Exhibit B** attached hereto, across the lands ("**Property**") identified in **Exhibit C**; and

WHEREAS, the Association is a Florida not-for-profit corporation owning, operating and maintaining various improvements and facilities for the community that the District serves; and

WHEREAS, the residents within the community that is served by both the Association and the District benefit from the District Improvements and may be required to pay for the cost of maintaining such improvements, regardless whether such maintenance is conducted by the Association or the District; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents and the benefits of full time on-site inspection, operation and maintenance personnel, the District desires to contract with the Association to inspect, maintain and repair District Improvements; and

WHEREAS, the Association represents that it is qualified, through its officers, employees, contractors and affiliates, to inspect, maintain and repair District Improvements and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, in 2021, the Parties previously entered into the Agreement Between the Ave Maria Stewardship Community District and The National at Ave Maria Property Owners Association, Inc., for Facility Maintenance and Repair Services (the “Original Agreement”), which the Parties now desire to amend and restate to clarify certain obligations and update the scope of work to reflect the District Improvements which are or will be subject to 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. Upon execution of this Agreement, the Original Agreement is deemed amended and restated in its entirety as of the execution hereof and is replaced, in full, by the terms and provisions of this Amended and Restated Agreement

SECTION 2. DEFINITIONS.

- A. **“Extraordinary Event”** – The term “Extraordinary Event” refers to any non-routine, non-recurring, or unforeseen event – other than an event that will be addressed through Routine Maintenance and Repairs – that will, or has, resulted in: (1) harm to the District’s Improvements; (2) suspension of any essential service to the District relating to the District’s Improvements; or (3) a violation of federal, state or local law, regulation or ordinance relating to the District’s Improvements.
- B. **“Inspections”** – The term “Inspections” shall refer to those services as set forth in Exhibits A and B.
- C. **“Routine Maintenance and Repairs”** – The term “Routine Maintenance and Repairs” shall refer to those services as set forth in Exhibit A. Routine Maintenance and Repairs shall not include repairs to the District Improvements that significantly affect the structural integrity of the District Improvements.

SECTION 3. ASSOCIATION’S MAINTENANCE AND INSPECTION OBLIGATIONS.

- A. **General Duties.** Association shall be responsible for the routine inspection, maintenance and repair of District Improvements in an efficient, lawful and satisfactory manner as follows:

- i. *Inspection Services.* Association shall provide Inspections for the District Improvements and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement. Association, as part of the District's annual budget process and in consideration of the Association's Inspections, shall provide input to assist the District in establishing an appropriate capital improvement reserve fund, which fund is intended to address costs associated with servicing, repairing and replacing the District Improvements other than the costs for Inspections and Routine Maintenance and Repairs.
- ii. *Maintenance and Repairs.* Association shall be responsible for the oversight, coordination and performance of Routine Maintenance and Repairs.

All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. All inspection, maintenance and repair responsibilities for District Improvements, other than Inspections and Routine Maintenance and Repairs, shall remain the sole responsibility of the District.

- B. *Investigation and Report of Accidents/Claims.* Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the management, maintenance, and operation of the District Improvements. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association shall not file any claims with the District's insurance company without the prior consent of the District Board of Supervisors.
- C. *Adherence to District Rules, Regulations and Policies.* Association shall ensure that Association's officers, employees, contractors and affiliates are familiar with all District policies and procedures and are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and Association shall ensure that said persons conform therewith. Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.
- D. *Care of the District Improvements.* Association shall use all due care to protect the property of the District, its residents and landowners from damage by Association or its officers, employees, contractors and affiliates. Association agrees to repair any damage resulting from the activities and work of the Association or its officers, employees, contractors and affiliates. The District is not responsible for the cost of repairs from damage resulting from the acts or omissions of the Association or its officers, employees, contractors and affiliates.

- E. Staffing and Billing.* Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the management and maintenance responsibilities set forth in this Agreement.
- F. Designation of District Representative.* The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Association's services. The District hereby designates the District Manager to act as its representative.
- G. Operation of Association Gate and Guardhouse Improvements.* The Association agrees to operate the gate and guardhouse improvements (the "Gate and Guardhouse Improvements") which shall be owned by the Association in a manner which permits all public access the District Improvements as required pursuant to the Ave Maria Stewardship Community District Capital Improvement Revenue Bonds, Series 2021 (Ave Maria National Project) (the "Series 2021 Bonds") documents in order to maintain the Series 2021 Bonds tax-exempt status. The Association agrees the Gate and Guardhouse Improvements shall be operated in accordance with the requirements included as **Exhibit D**, and a copy of Exhibit D shall be posted in the guardhouse for agent reference. Further the Parties agree that at any time the operation requirements shall be modified to reflect any additional IRS or applicable case law guidance regarding the operation of public improvements funded with tax-exempt bonds to the extent additional guidance becomes available. This obligation shall remain so long as there are any Series 2021 Bonds or associated refinancing bonds outstanding.

SECTION 4. EXTRAORDINARY AND EMERGENCY REPAIRS.

- A. Extraordinary Repairs.* If an Extraordinary Event occurs, the following procedure must be followed:

 - i.* Upon obtaining actual or constructive knowledge of the Extraordinary Event, the Association shall promptly notify the District of the Extraordinary Event, and, within a reasonable time thereafter, provide a full written report to the District Manager as to the Extraordinary Event and its effect on the District Improvements. Such report shall at a minimum include a description of:

 - a.* The location of the property;
 - b.* Any damage or destruction of property;
 - c.* The estimated cost of repair; and
 - d.* A proposed time to review the damage.

- ii. Representatives from the District and the Association shall cooperate with each other in setting a meeting and conducting a field review of the damage for verification and documentation within forty-eight (48) hours or as otherwise agreed to by the District and the Association.
 - iii. The District may elect to conduct any repairs resulting from an Extraordinary Event or may request that the Association conduct the repairs to the satisfaction of the District. If the damage from an Extraordinary Event is a result of an act or omission of the Association, the Association shall be responsible for payment of the cost of the repairs. If the damage from an Extraordinary Event is not a result of an act or omission of the Association, the District shall be responsible for payment of the cost of the repairs. In the event the parties dispute whether an Extraordinary Event is a result of an act or omission of the Association, the District may take action at its own expense to repair the District Improvements, but reserves the right to seek appropriate remedies pursuant to Section 13 of this Agreement.
- B. *Emergency Repairs.* If an Extraordinary Event occurs that requires an immediate response, and upon obtaining actual or constructive knowledge of the Extraordinary Event, Association shall immediately attempt to notify the District of the Extraordinary Event. In the event that the Association is unable after making reasonable efforts to contact the District in time to address the Extraordinary Event and mitigate any harm, the Association shall promptly take all steps necessary to address and mitigate the harm, until the District can be notified.
- C. Except to the extent contrary to the provisions of this Section 4, all of the provisions of Sections 3(B) through 3(F) apply to this Section 4 governing Extraordinary Events as if fully incorporated in Section 4.

SECTION 5. COMPENSATION. The District shall pay Association the sum of Ten Dollars (\$10.00) per year for the provision of management and maintenance services pursuant to the terms of this Agreement.

SECTION 6. TERM. The term of this Agreement commences upon execution and continues through date any Series 2021 Bonds or any associated refinancing bonds remain outstanding. The term shall be automatically renewed for additional one (1) year periods on the September 30 following the redemption of all Series 2021 Bonds and any associated refinancing bonds. Beginning on the date there are no outstanding Series 2021 Bonds or associated refinancing bonds outstanding (the “Final Redemption Date”), either party may provide the other party at least sixty (60) days written notice of its intent not to renew or otherwise terminates this Agreement pursuant to the terms stated herein. Prior to the Final Redemption Date, the parties may partially terminate this Agreement with at least sixty (60) day written notice as it relates to Association maintenance of District Improvements.

SECTION 7. INSURANCE. The Association shall maintain or cause to be maintained, at its own expense throughout the term of this Agreement, the following insurance with the Association and the District, and their respective staff, consultants, agents and supervisors, all of whom shall be named as additional insureds:

- A. Commercial General Liability Insurance covering the Association's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
- B. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- C.. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

Additionally, the Association shall maintain or cause to be maintained at its own expense throughout the term of this Agreement Worker's Compensation Insurance in accordance with the laws of the State of Florida. The Association shall ensure the Worker's Compensation Insurance includes a blanket waiver of subrogation on behalf of the District.

No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, 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. If the Association 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 Association 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.

In the event that the Association does not directly provide the insurance required by this Section 7 by obtaining a policy in the Association's name but instead causes another entity ("Third Party Insurer") to provide such insurance through a policy issued to the Third Party Insurer that additionally affords the coverage required herein, the Association shall require by written agreement with the Third Party Insurer that the Third Party Insurer shall comply with the terms of this Section 7; that the District shall have third party rights to pursue all available legal remedies against the Third Party Insurer in the event the Third Party Insurer fails to provide such insurance without first complying with the notice provisions stated in this Section 7; and that the Third Party Insurer, as a contractor, shall indemnify the District pursuant to Section 8. The Association shall provide proof of insurance upon request by the District.

SECTION 8. INDEMNIFICATION. Association agrees to indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims,

actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the acts or omissions of the Association, or its officers, employees, and representatives, including litigation or any appellate proceedings with respect thereto. Association agrees to require by written contract any contractor and subcontractors hired in connection with this Agreement to indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the acts or omissions of such contractors and subcontractors, including litigation or any appellate proceedings with respect thereto. 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. Association further agrees to indemnify, defend and hold harmless the District and its officers, agents and employees from any and all actions associated with the Series 2021 Bonds tax exempt status should it be impacted by any action or inaction of the Association resulting from its operation of its gate or guardhouse improvements. This right of indemnification shall not apply if the District or its officers, agents or employees are adjudged to be grossly negligent or engaged in wanton or willful misconduct.

SECTION 9. 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 10. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Association shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances.

SECTION 11. LIENS AND CLAIMS. The Association shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

SECTION 12. 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 damages, injunctive relief, and/or specific performance. 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 13. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the

conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 14. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 15. TERMINATION.

- A. The District shall have the right to partially terminate this Agreement as it relates to Association maintenance of District Improvements effective immediately at any time due to Association's failure to perform in accordance with the terms of this Agreement. In the event of termination by the District for cause, the Association shall be required to provide the District with sufficient funds to provide for the services contemplated by this Agreement through the end of the District's fiscal year which ends on September 30.
- B. The District shall have the right to partially terminate this Agreement as it relates to Association maintenance of District Improvements upon thirty (30) days written notice without a showing of cause. In the event of termination without cause, the Association shall have no further financial obligation to the District.
- C. The Association shall have the right to partially terminate this Agreement as it relates to Association maintenance of District Improvements upon sixty (60) days written notice without a showing of cause. In the event of partial termination by the Association, the Association shall be required to provide the District with sufficient funds to provide for the services contemplated by this Agreement through the end of the District's fiscal year which ends on September 30.
- D. Regardless of which party partially terminates this agreement and for what purpose, the Association and the District shall cooperate in effectuating a transfer of the obligations under this Agreement including the assignment of maintenance contracts and the transfer of all documentation associated with the provision of Services hereunder including warranty documentation.
- E. **The parties may not terminate this Agreement as it relates to operation and maintenance of the gate and guardhouse improvements as described in section 3.G. above prior to the Final Redemption Date of the Series 2021 Bonds.**

SECTION 16. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Association to perform under this Agreement shall be obtained and paid for by the Association.

SECTION 17. ASSIGNMENT. Neither party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

SECTION 18. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Association agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

SECTION 19. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 20. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Association is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 21. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

SECTION 22. 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 Association.

SECTION 23. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

SECTION 24. 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 District:	Ave Maria Stewardship Community District 2501A Burns Road Palm Beach Gardens, Florida 33410 Attn: District Manager
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With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: General Counsel

B. If to Association: The National at Ave Maria Property Owners
Association, Inc.
10481 Six Mile Cypress Parkway
Fort Myers, Florida 33966
Attn: Gregory Roughgarden

With a copy to: Dentons Cohen & Grigsby, P.C.
Mercato – Suite 6200
9110 Strada Place
Naples, Florida 34108
Attn: Christopher Davies

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 Association may deliver Notice on behalf of the District and the Association, respectively. 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 25. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association 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 Association 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 Association and their respective representatives, successors and assigns.

SECTION 26. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Collier County, Florida.

SECTION 27. PUBLIC RECORDS. Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Association acknowledges that the designated public records custodian for the District is Todd Wodraska ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Association 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 Association 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 Association'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 Association, the Association 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 ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT SPECIAL DISTRICT SERVICES, INC., 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410, (561)6301-4922, TWODRASKA@SDSINC.COM.

SECTION 28. 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 29. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 30. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

Attest:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

**THE NATIONAL AT AVE MARIA
PROPERTY OWNERS ASSOCIATION, INC.**

(Signature of Witness)

By: _____

Its: _____

(Print Name of Witness)

EXHIBIT A
Engineer's Report

**SERIES 2021 BONDS SUPPLEMENT TO THE
SUB-MASTER SUPPLEMENTAL
ENGINEER'S REPORT
FOR THE NATIONAL AT AVE MARIA
CONTAINED WITHIN THE
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

PREPARED FOR:

**BOARD OF SUPERVISORS
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

**THOMAS PEEK
JEFF SONALIA
ROBB KLUCIK
THOMAS DI FLORIO
JAY ROTH**

ENGINEER:

**AGNOLI, BARBER & BRUNDAGE, INC.
7400 Trail Blvd., Suite 200
Naples, Florida 34108**

January 25, 2021

1. OVERVIEW

This is a Supplemental Engineer's Report (the "Report") prepared by Agnoli, Barber & Brundage, Inc. ("ABB"), the District Engineer for the Ave Maria Stewardship Community District ("AMSCD"), relating to the proposed The National at Ave Maria (collectively referred to as the "2021 Project") consisting of master roadway, irrigation, stormwater/drainage, and landscaping improvements expected to be constructed and/or acquired within the boundaries of the 5,027 acre Ave Maria Stewardship Community District (the "District"). All or a portion of the said improvements are planned to be funded through the issuance of a combination of one or more series of short and long-term bonds (the "Bonds") and by contributions effectuated by Lennar Homes, LLC (the "Developer"). The District's anticipated total infrastructure improvements are more fully described in the District Engineer's Report entitled "Master Capital Improvement Program for Ave Maria Stewardship Community District," dated May 2, 2006 as supplemented by the "Supplemental Sub-Master Engineer's Report for Ave Maria Stewardship Community District," dated November 14, 2006. This Report has been prepared to identify the 2021 Project scope of work to be covered by the Bonds, and to present estimated costs and permit status.

A. AUTHORIZATION

This Report was prepared at the direction of the District Board of Supervisors.

B. PURPOSE

The purpose of this Report is to present the nature, extent and costs of the proposed master roadway, irrigation, water management lakes and interconnecting culverts, stormwater/drainage, and landscaping improvements associated with the 2021 Project, including portions of the project's land acquisition costs for the road rights-of-way and water management; and related portions of the professional services and fees, all of which improvements are located within the boundaries of the District, collectively referred to as the "Ave Maria SRA Master Improvements." This Report is intended to be used as a representation of estimated costs of the improvements for financing

purposes. Detailed construction plans and/or specifications have been or will be prepared for the improvements described in this Report. The Engineer has considered and in certain instances, relied upon, opinions, information and documentation prepared or supplied by others, which may have included public officials, public entities, and engineering professionals.

C. DEVELOPMENT DESCRIPTION

The 2021 Project is wholly contained within the boundary of the District. The District is located within part of Sections 21, 22, 27, 28, 29, 30, and 33, and all of Sections 31 and 32, Township 47 South, Range 29 East; and part of Sections 4, 9, 16, 17, and 18, and all of Sections 5, 6, 7, and 8, Township 48 South, Range 29 East; and part of Sections 1, 12, and 13, Township 48 South, Range 28 East; and all of Section 36, Township 47 South, Range 28 East, Collier County, Florida. The District is currently bounded by Immokalee Road (CR-846) on the north, Camp Keais Road on the east, Oil Well Road (CR-858) on the south, and Camp Keais Strand on the west.

D. LAND USE

The 2021 Project consists of approximately 490.3 acres. The table below illustrates the anticipated 2021 Project land use plan.

Land Use Descriptions	Measurements Units	Total
Residential:		
Single Family Residential	Dwelling Units	387
Multi-Family Residential	Dwelling Units	892
<u>TOTAL</u>		1,279

II. INFRASTRUCTURE BENEFIT

The District will provide funding, maintenance and operation of the 2021 Project public infrastructure that is provided through its limited, single and specialized purpose. These master public infrastructure improvements include public roadways, stormwater management, irrigation water transmission facilities and landscaping improvements to serve the entire District.

The proposed infrastructure improvements identified in this Report are intended to provide specific comprehensive public services to the 2021 Project within the boundaries of the Ave Maria SRA. The construction and maintenance of the proposed infrastructure improvements are necessary and will benefit the property for the intended use as a master planned community. The District may construct, acquire, own, and operate all or any portion of the proposed infrastructure. The Developer may construct the infrastructure not constructed by the District subject to determination by the District's engineer that such infrastructure meets or exceeds the construction standards of the District and is therefore worthy of acquisition.

III. INFRASTRUCTURE IMPROVEMENTS

The proposed infrastructure improvements addressed by this Report are master infrastructure elements that will extend basic services to various land uses located within the 2021 Project which is contained within the boundaries of the District. Exhibit A shows the location of the subject improvements. The infrastructure elements include the cost of stormwater management, public roadways, supplemental wells, pumps and transmission facilities, and landscaping improvements. The costs for engineering/architectural design, inspection and verification of these elements as well as the anticipated cost for professional service fees and permitting fees have been included.

Detailed descriptions of the proposed infrastructure improvements are provided as follows:

A. Drainage/Stormwater Management System

The 2021 Project stormwater management system improvements consist of a system of lakes, interconnecting pipes, and control structures that provide both stormwater retention and water quality improvements. These improvements will be designed to meet the permit criteria of the South Florida Water Management District (SFWMD) and Collier County Development Services. Approximately 171.1 acres of water management lakes are expected to be constructed. Refer to Exhibit A for the location of the 2021 Project water management facilities.

B. Roadways

Exhibit A contains maps that show the location of the 2021 Project roadway improvements to be acquired or constructed. It is anticipated by this Report that the list of roadways to be acquired or constructed could vary from time to time as continued development takes place within the 2021 Project. The subject roadway drainage systems, fill material, stabilized subgrade, lime rock base, asphalt surfaces, sidewalks, signing, marking, lighting, irrigation and landscaping will be maintained by the District. The District roadways will be constructed within platted rights-of-way. It is currently estimated that approximately 46.2 acres of roadway rights-of-way will be platted and dedicated to the District for maintenance and operation. It is also anticipated that the District will enter into an agreement with the neighborhood master association for maintenance of those areas, as is done in the other communities throughout the District.

Gates will be installed along with an associated gatehouse at the main entrance to the project. However, the entry gates will not restrict access to the public and will function as a “soft-gate.” Approximately 44.5 acres of roadway rights-of-way will be located inside the gates and approximately 1.7 acres of roadway rights-of-way leading up to the gates from Ave Maria Boulevard. The infrastructure for the gates and gatehouse is not included within this report and will not be dedicated to the District for maintenance and operation.

1. Landscaping

Landscaping will be provided for the roadways, perimeter berms, lake littoral areas, and community entrances. The landscaping will consist of sod, annual flowers, shrubs, groundcover, littoral plantings, trees, fencing, walls, fountains, lighting, and irrigation systems.

C. Master Irrigation System

A Master Irrigation System will be constructed comprised of a transmission/distribution system which will send reclaimed water to several service areas. The District receives reclaimed water from the Ave Maria Utility Company. The District will distribute the reclaimed water along with supplemental water from ground water wells at a minimum pressure of 45 psi to the project. The 2021 Project master irrigation system facilities will be located within the roadway rights-of-way, or utility easements, where appropriate, as shown on Exhibit A.

D. Professional Services and Permitting Fees

Permit review fees may be required by Collier County, SFWMD, COE, and any other state or local agencies that impose fees for impact and plan reviews. These fees vary with the magnitude of the impact and size of the 2021 Project phases. Additionally, engineering, surveying, and landscape architecture, and facilities and management services are required for the design permitting, construction inspection, monitoring and verification of constructed quality, certifications, and management and operation of the District improvements. These costs have been included in the various cost categories as shown in Exhibit B.

E. Summary of 2021 Project Costs

Exhibit B reflects the 2021 Project Costs.

IV. PERMITS

All conditions of the zoning ordinance and the SRA Development Order are currently being complied with. In addition to the Permits received for development of the Ave Maria SRA referenced in the Supplemental Sub-Master Engineer's Report for Ave Maria Stewardship Community District dated November 30, 2006, Exhibit C lists the permits that have been obtained or will be required for development of the 2021 Project. It is our opinion that there are no technical reasons existing at this time which would prohibit the implementation of the plans for the Development as presented herein and that all permits not heretofore issued and which are necessary to affect the improvements described herein will be obtained during the ordinary course of development. Therefore, there are no technical reasons that would prohibit construction of the District's infrastructure that complies with, not inconsistent with, and subject to the local government's comprehensive plan and development standards, and Federal, State, and local environmental regulations.

V. SUMMARY

This Report has been issued to update the District's estimated project costs and the permit status. The infrastructure improvements as detailed herein are necessary for the functional development of the 2021 Project within the boundary of the District as required by the District and its charter. The planning and design of the infrastructure is in accordance with current governmental regulatory requirements. The infrastructure will provide the intended function so long as the construction is in substantial compliance with the design and permits and verified by inspections and monitoring reports (confirmed in the final Validation) by the District Engineer to the District Board. The District will need funding to construct or acquire a portion of the improvements included in this Report. In addition to the annual non-ad valorem assessments imposed, levied and to be collected, to pay debt service on the proposed Bonds, the District Engineer recommends that the District collect annual "Operating and Maintenance non-ad valorem assessments" to be determined, imposed and levied by the District's Board

of Supervisors upon the assessable real property within the District for the purpose of defraying the cost and expenses of maintaining District owned improvements.

It is my professional opinion that the infrastructure costs provided herein for the 2021 Project proposed infrastructure improvements are reasonable to complete the construction of the proposed infrastructure improvements described herein and that these infrastructure improvements will benefit and add value, by the Ave Maria Stewardship Community District, to the land within the District as more fully detailed in the Assessment Methodology Report. The District can fund all such proposed infrastructure and maintenance costs through the exercising of its general and special powers to provide basic public systems and facilities to the property as granted by Section 4, Subsection (8) and (9), Chapter 2004-461, Laws of Florida.

The estimate of infrastructure construction costs is only an estimate and not a guarantee maximum price. A portion of the costs are based on actual construction bids. Where necessary, historical costs, information from other professional or utility consultants and contractors have been used in preparation of this Report. Consultants and contractors who have contributed to providing the cost data included in this Report are reputable entities within the area. It is therefore our opinion that the construction of the proposed infrastructure can be completed at the costs as stated.

The labor market, future costs of equipment and materials, increased regulatory actions and the actual construction process are all beyond control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this estimate.

Edward F. Tryka, III
2021.01.25 11:18:29-05'00'

January 25, 2021

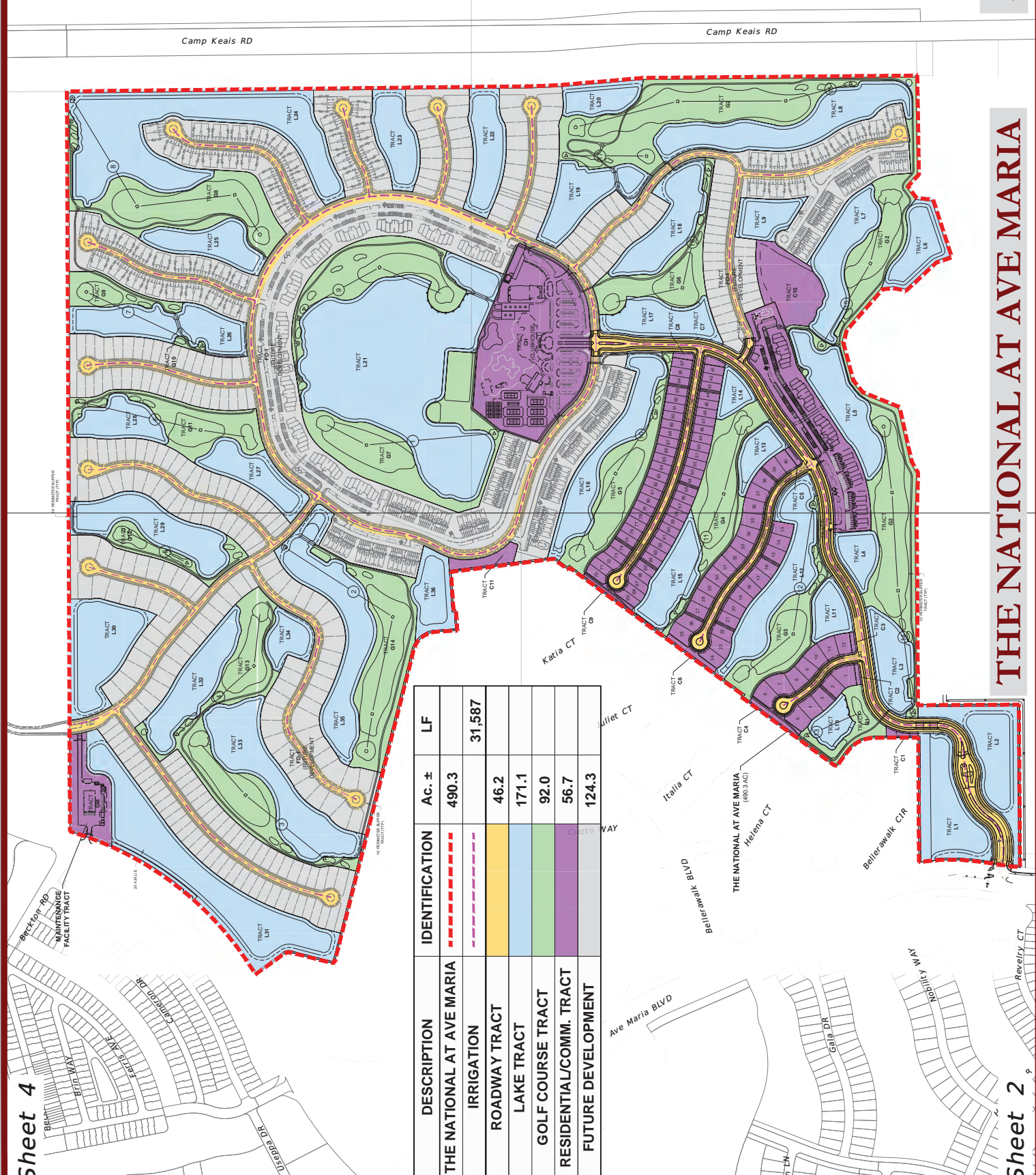
Edward F. Tryka III, P.E.
District Engineer
State of Florida Registration No. 60284

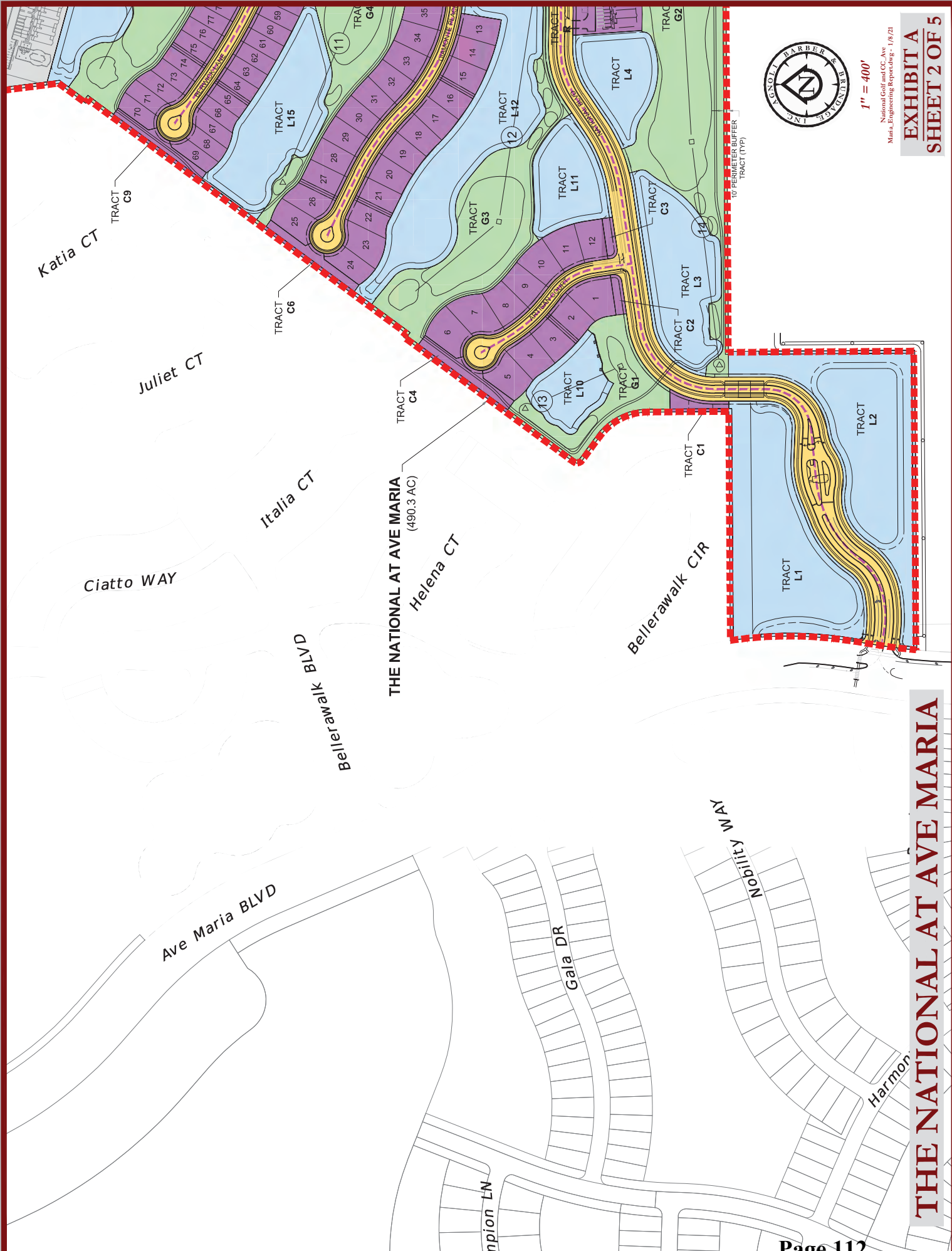


APPENDIX

1. Exhibit A – Infrastructure Location Maps
2. Exhibit B – Opinion of Probable Costs
3. Exhibit C – Permit Status

DESCRIPTION	IDENTIFICATION	Ac. ±	LF
THE NATIONAL AT AVE MARIA	-----	490.3	
IRRIGATION	-----		31,587
ROADWAY TRACT		46.2	
LAKE TRACT		171.1	
GOLF COURSE TRACT		92.0	
RESIDENTIAL/COMM. TRACT		56.7	
FUTURE DEVELOPMENT		124.3	





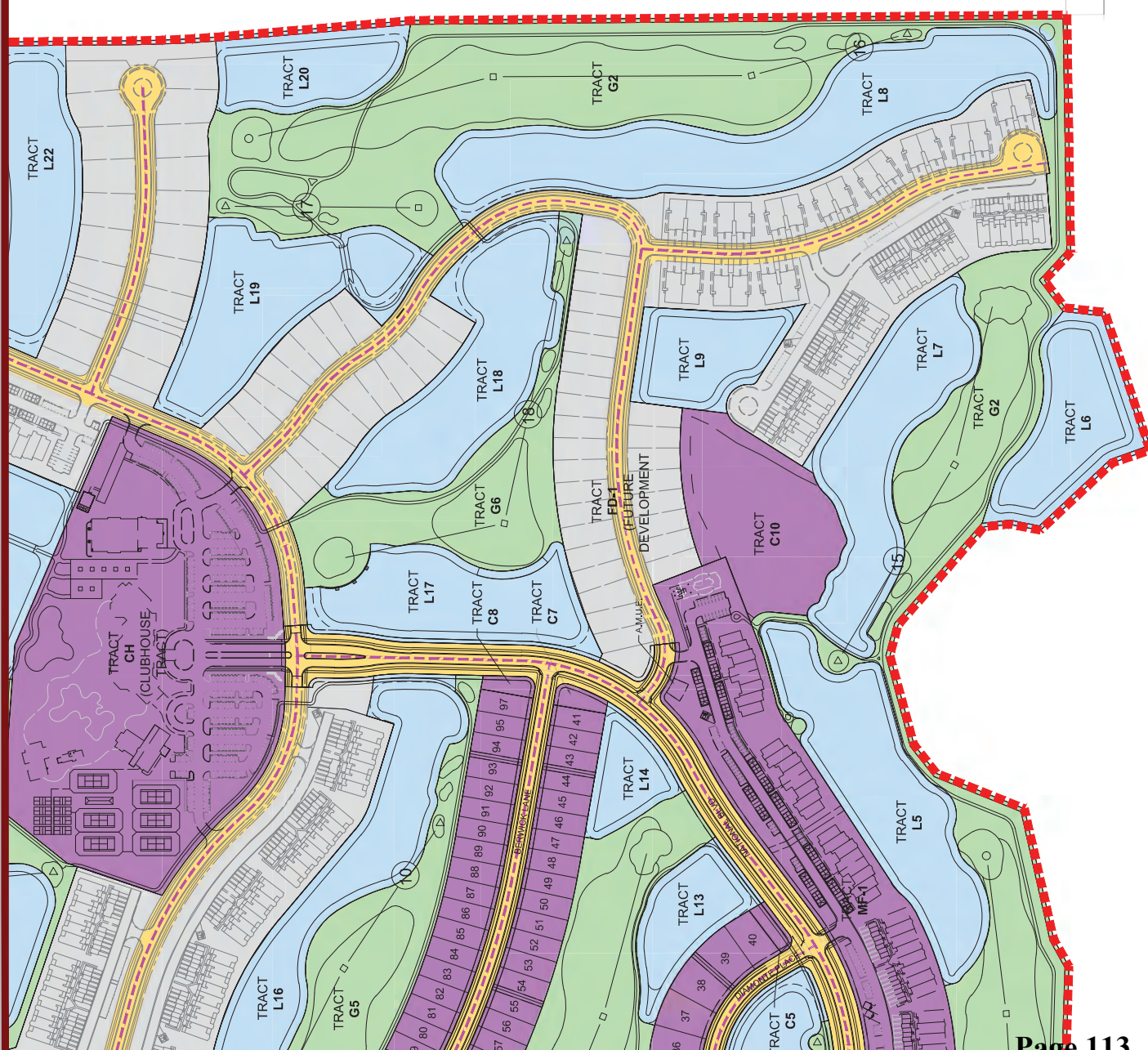
National Golf and CC, Ave
 Maria, Engineering Report - 1/8/21



National Golf and CC_Ave
Maria_Engineering Report.dwg - 1/8/21

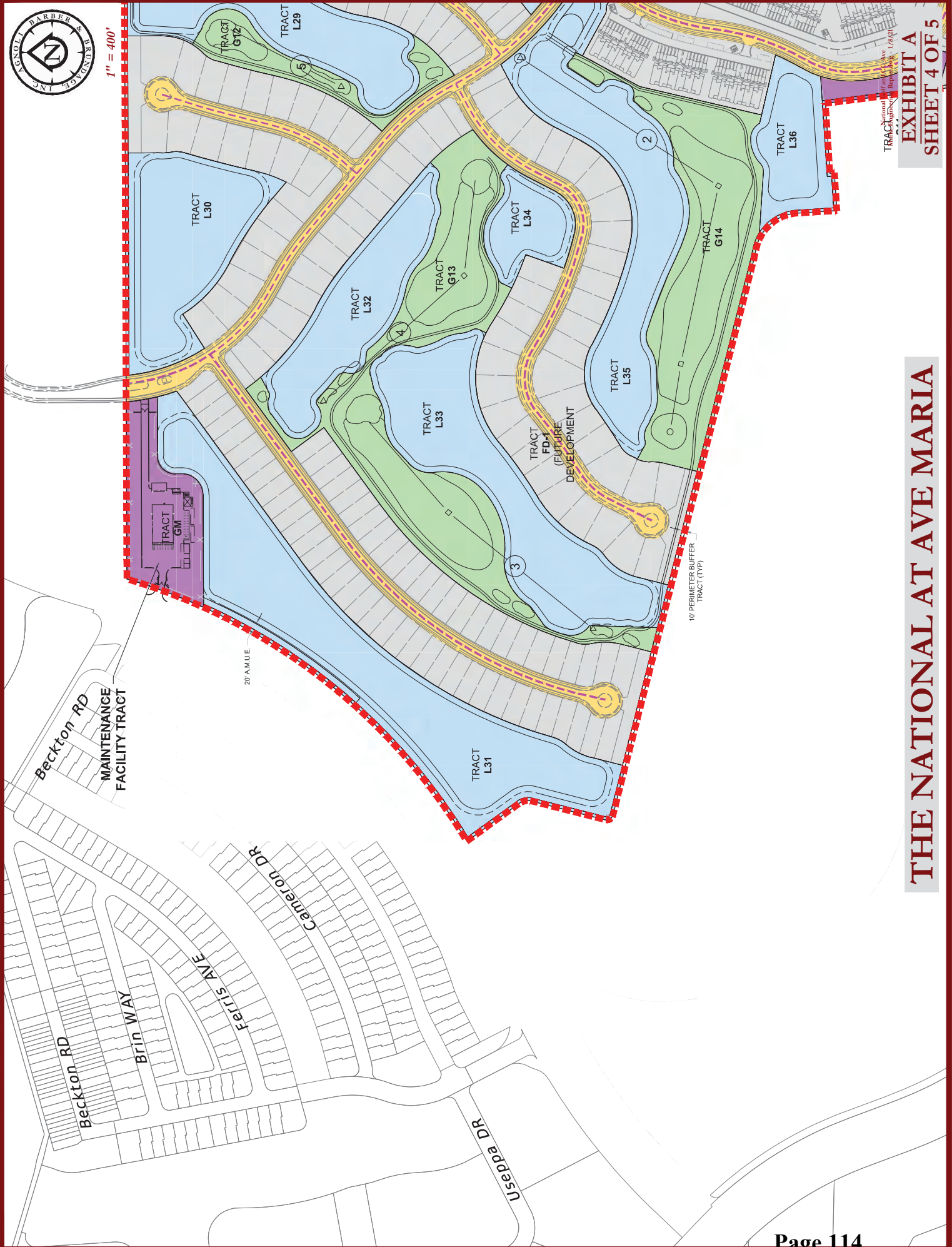
EXHIBIT A
SHEET 3 OF 5

THE NATIONAL AT AVE MARIA





1" = 400'

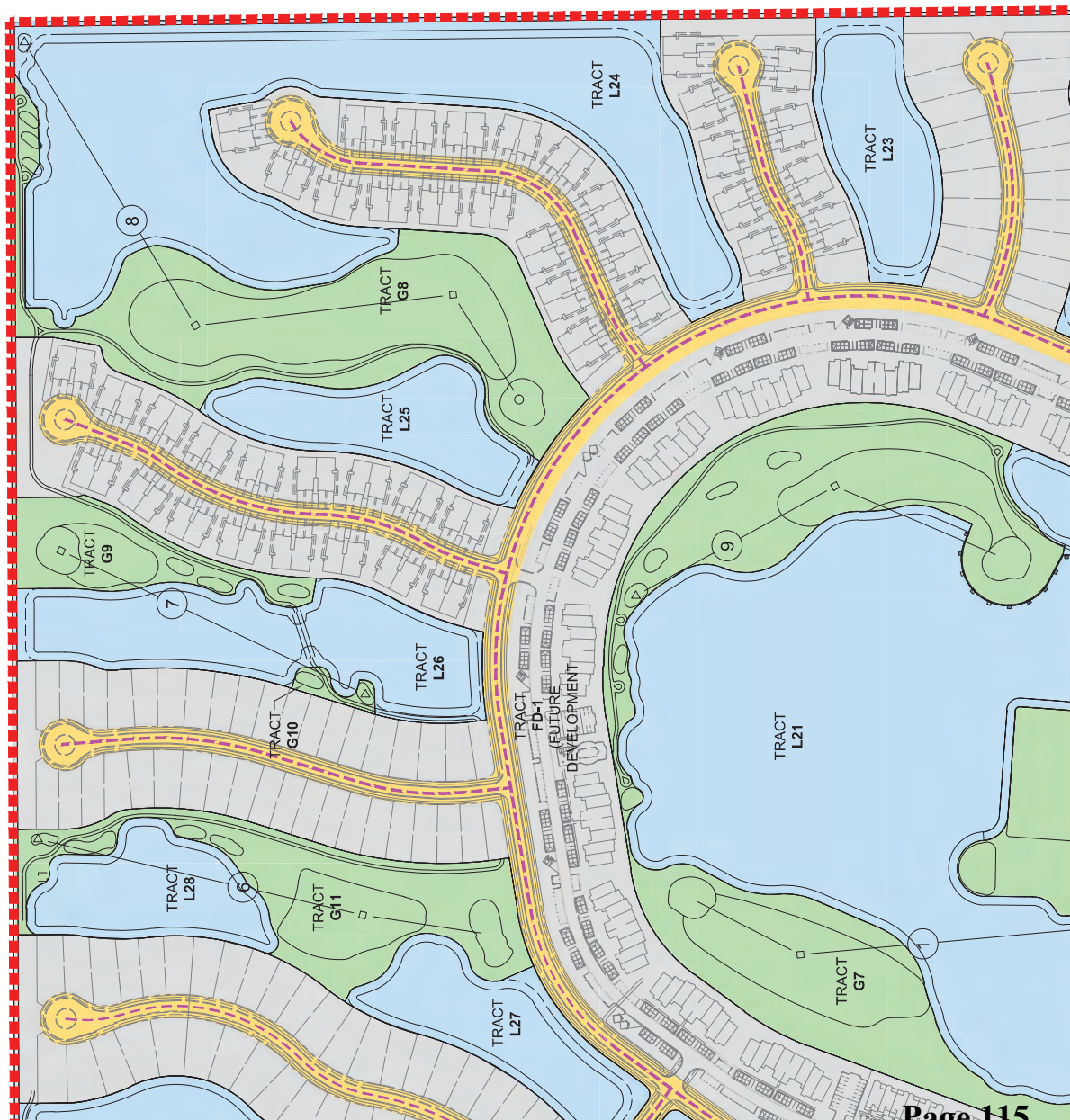


THE NATIONAL AT AVE MARIA

EXHIBIT A
SHEET 4 OF 5

TRACT National at Ave Maria - 1/8/21

PERIMETER BUFFER
TRACT (TYP)



Camp Keais RD



1" = 400'

National Golf and CC, Ave
Maria, Engineering Report.dwg - 1/8/21

EXHIBIT A
SHEET 5 OF 5

THE NATIONAL AT AVE MARIA

EXHIBIT B

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
SERIES 2021 BONDS SUPPLEMENT TO THE SUB-MASTER SUPPLEMENTAL ENGINEER'S REPORT
THE NATIONAL AT AVE MARIA
ESTIMATED DEVELOPER FEES, PROFESSIONAL SERVICES FEES, PERMITTING FEES, AND CONSTRUCTION COSTS**

01/25/2021

Earthwork Improvements	\$4,042,125.92
Drainage/Stormwater Management Improvements	\$1,795,137.61
Roadway Improvements	\$4,294,334.59
Landscaping Improvements	\$520,361.35
Master Irrigation System Improvements	\$785,678.90
TOTAL	\$11,437,638.37

EXHIBIT C
PERMIT STATUS

National at Ave Maria - Permit Summary				
Project Name	Permitting Agency	Permit Name	Permit No./ID	Issue Date
National at Ave Maria Phase 1 PPL				
	SFWMD	Environmental Resource Permit (ERP)	11-101824-P (Application 190524-6)	8/9/2019
	SFWMD	Dewatering Permit	11-04056-W (Application 190715-4)	8/15/2019
	SFWMD	Irrigation Permit	11-04054-W (Application 190712-10)	8/13/2019
	FDEP	Construction of Wastewater Collection System	249396-065-DWC/CM	8/30/2019
	FDEP	Construction of Water Main Extension	353996-006-DSGP/02	8/22/2019
	Collier County	Plans and Plat (PPL)	PL20180003167	12/11/2019
	Collier County	Early Work Authorization (EWA)	PL20190001727	10/17/2019
	Collier County	Excavation	PL20190001728	10/17/2019
	Collier County	Insubstantial Change to Construction Plan (ICP) #1	PL20200000203	3/23/2020
	Collier County	Insubstantial Change to Construction Plan (ICP) #2	PL20200001538	8/20/2020
	Collier County	Insubstantial Change to Construction Plan (ICP) #3	PL20200001230	7/30/2020
	Collier County	Plat Recording	PL20200000392	3/5/2020
	Ave Maria Utility Company (AMUC)	Utility Construction Permit	AMUC No. 006-18	9/11/2020

National at Ave Maria Phase 1 Multi-Family Tract SDP				
	FDEP	Construction of Wastewater Collection System	249396-068 DWC-CG	3/16/2020
	FDEP	Construction of Water Main Extension	353996-009-DSGP/02	3/24/2020
	Collier County	Site Development Plan (SDP)	PL20190002300	6/25/2020
	Collier County	Insubstantial Change to Site Development Plan (SDPI) #1	PL20200001392	8/28/2020
	Collier County	Insubstantial Change to Site Development Plan (SDPI) #2	PL20200001897	10/27/2020
	Collier County	Nominal Alteration Plan (NAP) #1	PL20200002340	11/23/2020
	Collier County	Nominal Alteration Plan (NAP) #2	PL20200002463	12/10/2020
	Collier County	Lot Split	PL20200000505	3/23/2020
	Ave Maria Utility Company (AMUC)	Utility Construction Permit	AMUC No. 002-19	2/18/2020
National at Ave Maria Phase 2 PPL				
	SFWMD	Environmental Resource Permit (ERP)	11-104182-P (Application No. 200929-4359)	10/23/2020
	FDEP	Construction of Wastewater Collection System	249396-072-DWC/CG	12/2/2020
	FDEP	Construction of Water Main Extension	353996-013-DSGP/02	12/2/2020
	Collier County	Plans and Plat (PPL)	PL20200001505	Pending
	Collier County	Early Work Authorization (EWA)	PL20200001996	11/24/2020
	Collier County	Construction Plan Phasing (CPP)	PL20200002587	Pending
	Ave Maria Utility Company (AMUC)	Utility Construction Permit	AMUC No. 006-20	11/3/2020

National at Ave Maria Phase 2 Multi-Family Tract SDP

	FDEP	Construction of Wastewater Collection System	249396-073-DWC-CG	12/4/2020
	FDEP	Construction of Water Main Extension	353996-014-DSGP/02	12/9/2020
	Collier County	Site Development Plan (SDP)	PL20200001800	12/22/2020
	Collier County	Early Work Authorization (EWA)	PL20200002092	12/7/2020
	Collier County	Construction Plan Phasing (CPP)	PL20200002586	Pending
	Ave Maria Utility Company (AMUC)	Utility Construction Permit	AMUC No. 007-20	11/3/2020

National at Ave Maria Amenity Center

	SFWMD	Environmental Resource Permit (ERP)	11-101824-P (Application 200730-3974)	8/24/2020
	FDEP	Construction of Wastewater Collection System	249396-070-DWC/CG	9/29/2020
	FDEP	Construction of Water Main Extension	353996-011-DSGP/02	10/14/2020
	Collier County	Site Development Plan (SDP)	PL20190002299	10/29/2020
	Collier County	Early Work Authorization (EWA)	PL20200001459	9/23/2020
	Collier County	Insubstantial Change to Site Development Plan (SDPI) #1	PL20200002535	1/11/2021
	Collier County	Construction Plan Phasing (CPP)	PL20200002079	11/3/2020
	Ave Maria Utility Company (AMUC)	Utility Construction Permit	AMUC No. 003-19	10/15/2020

EXHIBIT B

Services

- Roadway maintenance and repair, including but not limited to, pavement, curb and gutter, sidewalk, and signage and markings within platted roadway tracts and common areas.
- Primary irrigation facilities maintenance and repair, including but not limited to, irrigation mains, gate valves, air release valves, services, other appurtenances within platted tracts and common areas. For clarification purpose, this does not include irrigation facilities downstream of the irrigation meters on residential lots.
- Primary drainage facilities maintenance and repair, including but not limited to, drainage lines, throat inlets, catch basins, junction boxes, headwalls, endwalls, and control structures within platted roadway and common area tracts and drainage easements. For clarification purposes, this does not include any secondary drainage facilities located at the rear of residential lots.
- Landscaping maintenance and repair, including but not limited to, mowing, trimming, and pruning of all vegetation within platted roadway tracts and common areas. This shall also include secondary irrigation lines, irrigation heads, clocks/times, and other appurtenances.
- Lake maintenance and repair, including but not limited, aquatic weed control, littoral plantings, rip rap, and lake slopes within platted lake maintenance easements.

EXHIBIT C
Property

The National Golf and Country Club at Ave Maria
Legal Description

LEGAL DESCRIPTION

ALL THAT PART OF SECTIONS 8, 9 AND 16, TOWNSHIP 48 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 48 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA;

THENCE ALONG THE NORTH LINE OF SAID SECTION 9, SOUTH 89°45'53" WEST 375.06 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID SECTION LINE, ALONG THE WESTERLY BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5348, PAGES 3580 THROUGH 3585, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, FOR THE FOLLOWING SEVEN (7) DESCRIBED COURSES:

1. SOUTH 00°35'31" EAST 2.49 FEET;
2. SOUTH 00°38'11" EAST 2,610.24 FEET;
3. SOUTH 00°30'34" EAST 199.67 FEET;
4. 227.68 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 3,032.95 FEET THROUGH A CENTRAL ANGLE OF 04°18'04" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 02°39'36" EAST 227.63 FEET;
5. SOUTH 04°48'38" EAST 400.94 FEET;
6. SOUTH 05°08'04" EAST 83.53 FEET;
7. SOUTH 00°29'16" EAST 1,672.19 FEET;

THENCE LEAVING SAID BOUNDARY, SOUTH 89°04'49" WEST 604.79 FEET;

THENCE NORTH 47°03'54" WEST 98.67 FEET;

THENCE SOUTH 52°55'08" WEST 87.29 FEET;

THENCE SOUTH 06°39'26" WEST 102.55 FEET;

THENCE SOUTH 71°24'17" WEST 367.36 FEET;

THENCE NORTH 19°54'41" WEST 104.73 FEET;

THENCE NORTH 43°05'38" WEST 251.09 FEET;

THENCE NORTH 11°04'29" EAST 79.58 FEET;

THENCE NORTH 05°51'31" WEST 66.56 FEET;

THENCE NORTH 48°52'26" WEST 332.24 FEET;

THENCE NORTH 74°56'35" WEST 80.29 FEET;

THENCE SOUTH 74°58'06" WEST 235.65 FEET;

THENCE SOUTH 51°40'42" WEST 93.09 FEET;

THENCE SOUTH 21°53'05" WEST 241.50 FEET;

THENCE SOUTH 77°21'09" WEST 341.17 FEET;

THENCE SOUTH 60°48'05" WEST 79.49 FEET;

THENCE NORTH 88°09'54" WEST 265.68 FEET;

THENCE SOUTH 89°36'53" WEST 1,150.41 FEET;

THENCE SOUTH 00°23'11" EAST 619.66 FEET;

THENCE SOUTH 89°36'49" WEST 997.07 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF AVE MARIA BOULEVARD ACCORDING TO THE PLAT OF AVE MARIA UNIT 1, PLAT BOOK 46, PAGES 16 THROUGH 29, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, IN THE FOLLOWING THREE (3) DESCRIBED COURSES:

(Continued on Next Page)

The National Golf and Country Club at Ave Maria Legal Description, cont.

1. 122.25 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 1,975.00 FEET THROUGH A CENTRAL ANGLE OF 03°32'48" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 07°08'29" EAST 122.23 FEET;
2. NORTH 08°54'53" EAST 98.56 FEET;
3. 402.81 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 1,325.00 FEET THROUGH A CENTRAL ANGLE OF 17°25'06" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 00°12'20" EAST 401.26 FEET TO A POINT ON THE BOUNDARY OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 4109, PAGES 3377 THROUGH 3395, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;
THENCE ALONG SAID BOUNDARY IN THE FOLLOWING SIX (6) DESCRIBED COURSES:
 1. NORTH 89°36'53" EAST 760.98 FEET;
 2. NORTH 00°23'07" WEST 269.48 FEET;
 3. 186.02 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 200.04 FEET THROUGH A CENTRAL ANGLE OF 53°16'45" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 27°01'52" WEST 179.39 FEET;
 4. NORTH 53°40'37" WEST 99.20 FEET;
 5. 31.42 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'45" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 08°40'37" WEST 28.28 FEET;
 6. NORTH 36°19'46" EAST 702.44 FEET;
THENCE LEAVING SAID BOUNDARY SOUTH 53°40'14" EAST 15.00 FEET;
THENCE NORTH 36°19'46" EAST 1310.34 FEET;
THENCE NORTH 53°40'14" WEST 15.00 FEET;
THENCE NORTH 36°19'46" EAST 1310.34 FEET;
THENCE NORTH 53°40'14" WEST 15.00 FEET;
THENCE NORTH 36°19'46" EAST 111.26 FEET TO A POINT ON SAID BOUNDARY OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4109, PAGES 3377 THROUGH 3395;
THENCE ALONG SAID BOUNDARY 0.26 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 65.00 FEET THROUGH A CENTRAL ANGLE OF 00°13'48" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 07°22'05" WEST 0.26 FEET;
THENCE CONTINUE ALONG SAID BOUNDARY NORTH 07°15'11" WEST 631.39 FEET;
THENCE SOUTH 86°15'34" WEST 233.39 FEET;
THENCE SOUTH 03°44'26" EAST 15.00 FEET;
THENCE SOUTH 86°15'34" WEST 125.64 FEET;
THENCE NORTH 03°36'59" WEST 132.25 FEET;
THENCE 189.42 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 150.00 FEET THROUGH A CENTRAL ANGLE OF 72°21'10" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 39°47'34" WEST 177.08 FEET;
THENCE NORTH 77°41'01" WEST 42.84 FEET TO A POINT ON THE BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4109, PAGES 3377 THROUGH 3395;
THENCE ALONG SAID BOUNDARY IN THE FOLLOWING FIVE (5) DESCRIBED COURSES:
 1. NORTH 75°46'27" WEST 1,810.00 FEET;
 2. 31.42 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 19.99 FEET THROUGH A CENTRAL ANGLE OF 90°02'16" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 30°45'19" WEST 28.28 FEET;
 3. NORTH 14°14'41" EAST 254.02 FEET;
 4. 43.68 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 50°03'21" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 10°47'00" WEST 42.31 FEET;
 5. NORTH 35°48'41" WEST 215.02 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF ANTHEM PARKWAY, ACCORDING TO THE PLAT OF ANTHEM PARKWAY PHASE ONE, PLAT BOOK 61, PAGES 86 THROUGH 89, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY IN THE FOLLOWING TWO (2) DESCRIBED COURSES:
 1. 1,463.51 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 1,964.00 FEET THROUGH A CENTRAL ANGLE OF 42°41'42" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 37°38'40" EAST 1,429.88 FEET;
 2. NORTH 16°17'50" EAST 0.98 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 9;
THENCE ALONG SAID NORTH LINE OF SECTION 9, NORTH 89°45'53" EAST 4,518.66 FEET TO THE POINT OF BEGINNING, CONTAINING 490.37 ACRES, MORE OR LESS.

EXHIBIT D

Operation of Gate and Guardhouse Improvement Requirements

- Public must be permitted to access the sidewalk and roadway improvements included within the scope of the District Improvements at all times. Such access includes all roadways and sidewalks described below:
 - o All roadways and sidewalks lying within Tract R according to the Plat of National Golf and Country Club at Ave Maria, Phase 1 as recorded in Plat Book 67, Page 56-67 of the public records of Collier County, Florida being National Boulevard, Artisan Road, Diamonte Place and Berwick Lane;
 - o All roadways and sidewalks lying within Tract R and Tract R-1 according to the Plat of National Golf and Country Club at Ave Maria, Phase 2, as recorded in Plat Book 68, Pages 97-99 of the public records of Collier County, Florida being Double Eagle Circle, Sunningdale Street and Ellerston Way;
 - o All roadways and sidewalks lying within Tract R according to the Plat of National Golf and Country Club at Ave Maria, Phase 4, as recorded in Plat Book 72, Pages 18-25 of the public records of Collier County, Florida being Ternberry Road, Fancourt Links Way, Espada Court, Pikewood Court, Whistling Straights Court.
- Sidewalk access must be through the sidewalk entrance and not require going into the roadway.
- Driver's licenses may be requested by the agent manning the Gate and Guardhouse Improvements. However, if someone refuses to provide their license, they cannot be refused entry.
- Gate and Guardhouse Improvements agent is not permitted to ask an individual where they are going.
- Entire interaction at the Gate and Guardhouse Improvements location may only take a few seconds before entry is permitted.
- Access via the main gate is sufficient for this purposes described in this Agreement so long as any secondary unmanned hard gates have visible signage posted at the secondary entrance directing the public to enter at the primary manned entrance and providing such location.

RESOLUTION 2023-20

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING CONSTRUCTION AND MAINTENANCE SERVICES PREQUALIFICATION CRITERIA AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE

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, as amended, (the “Act”) being situated entirely within Collier County, Florida; and

WHEREAS, the Board of Supervisors of the District (the “Board”) is authorized by the Act to prequalify contractors for construction and maintenance services pursuant to its Rules of Procedure and Chapter 255, Florida Statutes.

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

SECTION 1. A Public Hearing will be held to adopt the District’s proposed construction prequalification criteria and procedures on _____, 2023, at _____ .m., at _____. Such proposed construction prequalification criteria and procedures shall be for consideration of additional prequalified contractors to supplement those prequalified by action of the Board May 4, 2021.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with its rules and Chapter 255, Florida Statutes.

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

PASSED AND ADOPTED this 12th day of September 2023.

ATTEST:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

**CONTRACTOR'S PREQUALIFICATION STATEMENT
(CONSTRUCTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS AND
MAINTENANCE SERVICES)**

Contractor

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CONTRACTOR CLASSIFICATION LISTING

DETERMINATION OF QUALIFIED PROSPECTIVE BIDDER

**REQUEST FOR QUALIFICATIONS
FOR CONSTRUCTION AND MAINTENANCE SERVICES
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
COLLIER COUNTY, FLORIDA**

The Ave Maria Stewardship Community District (“District”) requests Applications for Qualification from firms interested in providing construction and maintenance services for public infrastructure improvements. Upcoming projects include the construction of various infrastructure improvements and maintenance services in and around the District including construction of roadways, stormwater management facilities, irrigation facilities, earthwork, landscape, hardscape, street lighting, and other public improvements and maintenance services including exotic vegetation removal and lake and littoral maintenance. With the exception of landscaping, construction projects may include maintenance of existing infrastructure.

To be eligible to submit qualifications, firms must hold all required applicable licenses in good standing and be authorized to do business in the Collier County, and the State of Florida.

Applicants may request an Application for Qualification from Agnoli Barber & Brundage, Inc., 7400 Trail Boulevard, Suite 200, Naples, Florida 34108, or via email to tryka@abbinc.com beginning _____, **October _____, 2023**, after **12:00 p.m.** Applicants must submit one original and seven copies of the Application for Qualification, along with one (1) electronic copy (PDF format on a USB flash drive), by **3:00 p.m.** on _____, _____, **2023**. Address responses to: Mr. Ted Tryka, District Engineer, 7400 Trail Boulevard, Suite 200, Naples, Florida 34108.

Qualified firms will be selected based on experience, qualifications of personnel, and ability to perform construction or maintenance services. Packages will be reviewed and rated by a committee appointed by the District Board of Supervisors, with final selected expected to be made at a publicly noticed Board of Supervisors meeting as soon as practicable after receipt of the recommendations of the Committee appointed by the Board to evaluate the submitted packages. At that time, all qualified firms may be assigned a project qualification for work under District contracts. All applicants will be promptly notified after the construction and maintenance firms are selected. The pre-qualification decisions of the Board of Supervisors shall be valid for a period of three (3) years, after which the Board of Supervisors may either extend the prequalification period for an additional two (2) years or open the prequalification process again, at its sole discretion. The District reserves the right to waive any informality in the qualifications submitted, to reject any and all qualifications submitted and to advertise for the services.

Pre-qualified firms will be eligible to bid on construction and maintenance projects subject to the applicants approved project classification and aggregate limit. Failure to pre-qualify may preclude the District from awarding contracts for construction and maintenance services to non-qualified firms.

Applicants may contact the District Engineer, at Agnoli Barber & Brundage, Inc., 7400 Trail Boulevard, Suite 200, Naples, Florida 34108 or via email to tryka@abbinc.com, until the qualifications submittal deadline for further information. All requests for information shall be in writing.

Todd Wodraska, District Manager

Publication Date: _____, 2023

NOTICE TO PROSPECTIVE BIDDERS

The information required herein is for the purpose of fairly evaluating contractor qualifications to perform various construction and maintenance activities for the Ave Maria Stewardship Community District (the "District").

APPLICANTS FOR PREQUALIFICATION AS BIDDERS FOR THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT CONTRACTS ARE HEREBY NOTIFIED THAT INCLUSION OF FALSE, DECEPTIVE OR FRAUDULENT STATEMENTS ON THIS APPLICATION CONSTITUTES FRAUD. FURTHERMORE, YOU ARE HEREWITH NOTIFIED THAT THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT CONSIDERS SUCH ACTION ON THE PART OF THE APPLICANT TO CONSTITUTE GOOD CAUSE FOR DENIAL, SUSPENSION, OR REVOCATION OF THE PROSPECTIVE BIDDER'S QUALIFICATION FOR BIDDING ON ITS PROJECTS.

Please be advised that this application must be complete within itself without reference to any other application or statement. All sections of the application shall be completed. If any of the requested information does not apply, it shall be indicated as "None" or "N.A." as applicable. Failure to make entries in every section of this application may result in a disqualification.

All financial information provided in this application and accompanying audited financial statements are exempt from public record laws pursuant to Section 119.071(1)(c), Florida Statutes, and will be kept confidential. District can request annual audits and annual resubmittal of any or all financial statements from any prequalified contractor.

The properly completed Contractor's Prequalification Statement shall be submitted to Agnoli Barber & Brundage, Inc., 7400 Trail Boulevard, Suite 200, Naples, Florida 34108, Any questions with regard to the requests for information contained herein shall be addressed to Mr. Ted Tryka, District Engineer, Agnoli Barber & Brundage, Inc., 7400 Trail Boulevard, Suite 200, Naples, Florida 34108, or via email to tryka@abbinc.com.

**Ave Maria Stewardship Community District
Minimum Contractor Qualifications
For Public Infrastructure Improvements**

Contractor: _____ Contact: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Typical Work Description: Construction of Public Infrastructure Improvements may include earthwork, paving, drainage, irrigation, landscaping, hardscaping, roadway improvements and all work associated with these types of activities; maintenance services include exotic vegetation removal and lake and littoral maintenance. With the exception of landscaping, construction projects may include maintenance of existing infrastructure.

Owner: Ave Maria Stewardship Community District

Certification: I acknowledge that the Ave Maria Stewardship Community District has the right to deny, suspend or revoke a prospective bidder's qualification for bidding on the Public Infrastructure Construction and Maintenance Services based upon the Determination of Qualified Prospective Bidder information contained herein.

Signature

Print Name

Title

Date

Application for Contractor Prequalification
(Attach Additional Sheets if Necessary)

1. Applicant _____ /_/_ A Partnership
[Company Name] /_/_ A Corporation
 /_/_ A Subsidiary Corporation

2. Parent Company Name _____

3. Parent Company Address:

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

4. Applicant Company Address (if different):

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

5. List the location of the office from which the applicant would perform work for the Ave Maria Stewardship Community District work.

Street Address _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contract Name _____ Title _____

6. Is the applicant Company incorporated in the State of Florida? yes () no ()
- 6.1 If yes, provide the following:
- o Is the Company in good standing with the Florida Department of State Division of Corporations? yes () no ()
If no, please explain _____

 - o Date incorporated _____ Charter No. _____
- 6.2 If no, provide the following:
- o The State with whom the applicant company is incorporated in? _____
 - o Is the company in good standing with the State? yes () no ()
If no, please explain _____

 - o Date incorporated _____ Charter No. _____
 - o Is the applicant company authorized to do business in the State of Florida? yes () no ()
7. Is the applicant company a registered or licensed contractor with the State of Florida? yes () no ()
Provide copies of all licenses listed.
- 7.1 If yes, provide the following:
- o Type of registration (i.e. certified general contractor, certified electrical contractor, etc.) _____
_____.
 - o License No. _____ Expiration Date _____
 - o Qualifying individual _____ Title _____
 - o List company(s) currently qualified under this license _____

- 7.2 Is the applicant Company a registered or licensed Contractor with Collier County? yes () no ()
- 7.3 Has the applicant Company performed work for an independent special district previously? yes () no ()

8. Is the applicant company prequalified by the Florida Department of Transportation? yes () no ()

If yes, provide the following:

o Work Class Ratings _____

o Maximum Capacity Rating _____

9. Name of Applicant's Bonding Company _____

Address _____

Approved Bonding Capacities: Aggregate Limit \$ _____
Single Project Limit \$ _____
Total Current Contracts Bonded \$ _____

Note: All bonds and insurance policies obtained by Applicant required herein shall be issued by companies authorized to do business in the State of Florida and shall have a financial strength rating of A or better, and a financial size category of X or higher, as rated by A.M. Best Company.

Name of Applicant's Bonding Agency _____

Address _____

Contact Name _____ Phone _____

10. List the Applicant's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (2020) _____ (2021) _____, (2022) _____

11. List the classification(s) (refer to attached listing) of work the applicant is applying for prequalification based on the applicant company's ability to self perform the work (excluding general contracting).

12. What are the applicant company's current insurance limits? If contractor does not have a certain category of coverage listed below, please note none. (provide a copy of applicant's certificate of insurance)

General Liability \$ _____
Automobile Liability \$ _____
Workers Compensation \$ _____
Contractor's Pollution Liability \$ _____
Umbrella Liability/Excess Liability \$ _____
Contractors Additional Insured Status

- General Liability _____
- Auto Liability _____

Per Project Aggregate Limit
- General Liability _____

Waiver of Subrogation in favor of District
- General Liability _____
- Auto Liability _____
- Workers' Compensation _____

Expiration Date _____

Note: Applicant must provide a certification that their insurance carrier is authorized to conduct business in Florida. Coverage must be provided on a primary, non-contributory basis.

13. Has the applicant company been cited by OSHA for any job site or company office/shop safety violations in the past two years? yes () no ()

If yes, please describe each violation, fine, and resolution _____

- 13.1 What is the applicant's current worker compensation rating? _____

- 13.2 Has the applicant company experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two years? yes () no ()

If yes, please describe each incident _____

14. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local or federal-aid contracts in any state(s)? Yes _____ No _____ If so, state the name(s) of the company(ies)

the state(s) where barred or suspended _____
and the period(s) of debarment or suspension _____

15. What is the construction or maintenance experience of the principal supervisory construction or maintenance personnel of your organization? (Attach resumes here.)

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK*	YEARS OF CONSTRUCTION /MAINTENANCE EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?

*Give in sufficient detail for the District to evaluate your experience in the classifications of work for which you are requesting prequalification.

16. Have you ever failed to complete any work awarded to you? Yes _____ No _____ If so, where and why? _____

17. Has any officer or partner of your organization ever been an officer, partner, or owner of some other organization that has failed to complete a construction or maintenance contract? Yes _____ No _____ If so, state name of individual, other organization and reason therefore.

18. List any and all litigation with owners or major subcontractors to which the Applicant has been a party in the last five (5) years and describe the outcome or resolution.

19. Has the Applicant or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? _____ If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

20. Within the past five (5) years, has the Applicant failed to complete a project within the scheduled contract time? _____ If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof.

21. Does the Applicant have adequate equipment to perform normal construction or maintenance operations for each class of work for which prequalification is sought? Yes _____ No _____ If no, please explain:

INCLUDE THE FOLLOWING INFORMATION WITH THIS APPLICATION:

1. Applicants shall provide letters of recommendation from at least two agencies or firms with direct knowledge of the applicant's key personnel and work performance in sufficient detail to assist in rating the applicant's ability to perform the classification of work for which the applicant is applying for prequalification. The letters must contain specific information regarding the following:
 - (a) Specific projects, including project numbers and location.
 - (b) Size of projects by dollar value.
 - (c) Description of projects and classes of work performed with applicant's own employees and equipment.
 - (d) Whether projects were timely completed.
 - (e) Whether the applicant was cooperative and facilitated changes to the project when required.

(Continued)

Any contractor submitting a Contractor's Prequalification Statement, which in its judgment is adversely affected by the District's rating as to the contractor's qualifications and wishes to protest such decision must file with the District a notice of protest in writing within seventy-two (72) hours (excluding Saturdays, Sundays and state holidays) after receipt of the notice of the District's ranking, and shall file a formal written protest within seven (7) days (including Saturdays, Sundays and state holidays) after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. **Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings under Florida law and the District's Rules of Procedure.** You may obtain a copy of the District's Rules of Procedure by contacting the District Manager's Office at 2501A Burns Road, Palm Beach Gardens, Florida 33410 .

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Ave Maria Stewardship Community District, or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or necessary to determine whether the Ave Maria Stewardship Community District should prequalify the applicant for bidding on its construction or maintenance projects, including such matters as the applicant's ability, standing, integrity, quality of performance, efficiency and general reputation

The Ave Maria Stewardship Community District can terminate its use of the prequalification list for bidding purposes at any time.

Name of Applicant Company

By: _____

[Type Name and Title of Person Signing]

This _____ day of _____, 2023

(Corporate Seal)

Sworn to before me this _____ day of _____, 2023.

Notary Public/Expiration Date

(Seal)

Applicant acknowledges receipt of the following addenda:

Addendum No. _____

Date _____

Addendum No. _____

Date _____

AFFIDAVIT FOR INDIVIDUAL

State of _____ ss:

County of _____

_____, being duly sworn, deposes and says that the statements and answers to the questions concerning experience contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District considers such action on the part of the applicant to constitute good cause for denial, suspension or revocation of a certificate of qualification for bidding on Ave Maria Stewardship Community District projects.

Signature

Print Name

Sworn to before me this _____ day of _____, 2023.

Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT FOR PARTNERSHIP

State of _____ ss:

County of _____

_____, is a member of the firm of _____,
being duly sworn, deposes and says that the statements and answers to the questions of the foregoing experience
questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional
inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the District
considers such action on the part of the applicant to constitute good cause for denial, suspension or revocation of a
certificate of qualification for bidding on Ave Maria Stewardship Community District projects.

Signature

Print Name

Sworn to before me this _____ day of _____, 2023.

Notary Public/Expiration Date:

(SEAL)

AFFIDAVIT FOR CORPORATION

State of _____ ss:

County of _____

(title) _____
of the _____

(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning experience are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this application constitutes fraud; and, that the District considers such action on the part of the applicant to constitute good cause for denial, suspension or revocation of a certificate of qualification for bidding on Ave Maria Stewardship Community District projects.

(Officer must sign here)

Print Name

CORPORATE SEAL

Sworn to before me this _____ day of _____, 2023.

Notary Public/Expiration Date:

(SEAL)

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Ave Maria Stewardship Community District for Prequalification of Construction and/or Maintenance Contractors.

2. This sworn statement is submitted by _____
[Print Name of Entity Submitting Sworn Statement]
whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement: _____.)

3. My name is _____ and my relationship to the
entity named above is _____.

4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or,

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Signature

Print Name

Date: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____

_____ who, after first being sworn by me, affixed his/her signature in the
(name of individual signing)

space provided above on this _____ day of _____ 2023.

NOTARY PUBLIC

My commission expires:

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
CONTRACTOR CLASSIFICATION LISTING**

- | | |
|-------------------------|----------------------------------|
| 1. Excavation/Earthwork | 7. Stormwater Management |
| 2. Road Paving | 8. Exotic Vegetation Removal |
| 3. Landscape | 9. Lake and Littoral Maintenance |
| 4. Irrigation | |
| 5. Hardscape | |
| 6. Street Lighting | |

DETERMINATION OF QUALIFIED PROSPECTIVE BIDDER

The Ave Maria Stewardship Community District ("District") is authorized to maintain a list of qualified contractors ("Qualified Prospective Contractors") to submit bids for the procurement of District construction and maintenance projects. Any Qualified Prospective Contractor desiring to submit a bid to provide work for the District must submit a properly completed Contractor's Prequalification Statement to the District Engineer for review and evaluation. **Submittal of the Contractor's Prequalification Statement shall occur prior to the bidding process.**

The District shall evaluate the Contractor's Prequalification Statement and based on the District's judgment of the information provided, shall issue in writing to the contractor, the District's rating as to the classification(s) of the Work and the maximum Bid dollar amount for which the Qualified Prospective Contractor can submit a Bid to the District.

A Qualified Prospective Contractor shall mean a prospective contractor which in the sole judgment of the District has the capability, in all respects, to perform fully the contract requirements, and the business integrity and reliability which will assure good faith performance. In determining the Qualified Prospective Contractor's qualifications, the following criteria will be considered:

- The ability, capacity, and skill of the contractor to perform the contract or provide the work required;
- Whether the contractor can perform the contract or provide the work promptly, or within the time specified, without delay or interference;
- The character, integrity, reputation, judgment, experience, and efficiency of the contractor;
- The quality of performance of previous contract or work. For example, the following information will be considered:
 - o The cost overrun incurred by owners on previous contracts with contractor;
 - o The contractor's compliance record with contract general conditions on other projects;
 - o The contractor's record for completion of the work within the Contract Time or within Contract Milestones and contractor's compliance with scheduling and coordination requirements on other projects;
 - o The quality, availability, and adaptability of the goods or work to the particular use required;
 - o The contractor's demonstrated cooperation with owners, architects, engineers, and others on previous contracts; and;
 - o Whether the work performed and materials furnished on other contracts were in accordance with the contract documents; and
 - o Whether contractor has performed previous work for an independent special district.
- The previous and existing compliance by the contractor with laws and ordinances relating to contracts or work;
- The sufficiency of the financial resources and ability of the contractor to perform the contract or provide the work;
- The ability of the contractor to fulfill its guarantee and warranty period;
- Such other information as may be secured by the Board having a bearing on the decision to award a contract to include, but not be limited to:
 - o The ability, experience, and commitment of the contractor to properly and reasonably plan, schedule, coordinate, and execute the work; and,

- o Whether the contractor has ever been debarred from bidding or found ineligible for bidding on any other projects.
- The District will make such inquiries and investigations as deemed necessary to verify and evaluate the applicant's statements regarding:
 - o The necessary organization and management including experience possessed by the applicant's employees;
 - o Adequate equipment, as shown on the equipment list, to perform normal operations for each class of work in the industry such as that called for in the contract documents in force at the time of application;

If herein required, or if requested by the District at any time after the conclusion of the initial pre-qualification process, the Qualified Prospective Contractor shall submit a certified financial statement(s) in a form acceptable to the District, prepared no later than the past 180 days, indicating current financial resources, current bonding capacity, liabilities, capital equipment, and past financial history performance. Based on this updated financial information, the District, in its sole discretion, may adjust the Qualified Prospective Contractor's Prequalification contract limits or deem the Qualified Prospective Contractor no longer qualified with respect to future District Public Infrastructure projects. In this instance, the Qualified Prospective Contractor acknowledges the right of the District to refuse acceptance of a bid from any Qualified Prospective Contractor who fails to submit to the District documentation that may be required by the District. In such a case, such bid shall be rejected as non-responsive.

Furthermore, a Qualified Prospective Contractor acknowledges the right of the District to determine a Qualified Prospective Contractor to be not qualified to submit a Bid in response to the District's Advertisement for Bids at the sole determination of the District for, but not necessarily limited to, any of the following specific reasons:

- Failure to submit a properly completed Contractor's Prequalification Statement in accordance with the above requirements;
- Failure of the Qualified Prospective Contractor's rating by the District as to classification of the Work and the maximum Bid dollar amount to meet the requirements of the Bid;
- Reason to believe that collusion exists among Bidders;
- Determination of lack of competency as may be revealed by qualification statements, financial statements, experience records, or other sources;
- The Qualified Prospective Contractor's uncompleted work load which, in the judgment of the Board, may cause detrimental impact on timely completion of the project being bid; or
- The Qualified Prospective Contractor's Surety is unacceptable to District.
- Submission of excessive or unreasonable suggested modifications to the District's Standard Form of Construction or Maintenance Contract.

Any contractor submitting a Contractor's Prequalification Statement, which in its judgment is adversely affected by the District's rating as to the contractor's qualifications and wishes to protest such decision must file with the District a notice of protest in writing within seventy-two (72) hours (excluding Saturdays, Sundays and state holidays) after receipt of the notice of the District's ranking, and shall file a formal written protest within seven (7) days (including Saturdays, Sundays and state holidays) after the date of filing of the notice of protest. The formal written protest shall state with particularity facts and law upon which the protest is based. **Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of all further proceedings under Florida law and the District's Rules of Procedure.** You may obtain a copy of the District's Rules of Procedure by contacting the District Manager's Office at 2501A Burns Road, Palm Beach Gardens, FL 33410.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

**CONTRACTOR'S PREQUALIFICATION SUBMITTAL ANALYSIS
PUBLIC INFRASTRUCTURE CONSTRUCTION AND MAINTENANCE
SERVICES**

_____, 2023

Contractor: _____

CONTRACTOR'S PREQUALIFICATION SUBMITTAL ANALYSIS
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

- | | | | |
|-----|---|---|---|
| 1. | Were all sections of the application completed? | Y | N |
| 2. | Has the Bidder provided evidence of available bonding capacity of \$____ | Y | N |
| 3. | Has the Bidder constructed two similar projects valued @ \$_____or more | Y | N |
| 4. | Is the Bidder incorporated in the State of Florida? | Y | N |
| 5. | Is the Bidder in good standing with the Florida Department of State Division of Corporations? | Y | N |
| 6. | Date Incorporated _____ Charter No. _____ | | |
| 7. | If not Florida, what state is company incorporated? _____ | | |
| 8. | Is the Bidder in good standing with that State's Division of Corporations? | Y | N |
| 9. | Date Incorporated _____ Charter No. _____ | | |
| 10. | Is the Bidder a registered or licensed contractor with the State of Florida? | Y | N |
| 11. | Is the Bidder a registered or licensed Contractor with Collier County? | Y | N |
| 12. | Is the Bidder prequalified by the Florida Department of Transportation?
In what disciplines: _____

_____ | Y | N |
| | a. Has bidder ever been denied prequalification? | Y | N |
| | b. Has bidder ever been disqualified? | Y | N |
| 13. | Bidders Approved Bonding Capacity:
<div style="margin-left: 20px;"> • Aggregate Limit: \$ _____
 • Single Project Limit: \$ _____
 • Total Currently Bonded: \$ _____ </div> | | |
| 14. | Bidders total value of work: 2020 _____ 2021 _____ 2022 _____ | | |
| 15. | Does the Bidder have a local office to handle District work? | Y | N |
| 16. | Has Bidder performed work for other units of local government? | Y | N |
| 17. | What are the Bidder's current insurance limits?
General Liability \$ _____
Automobile Liability \$ _____
Workers Compensation \$ _____
Expiration Date _____ | | |

CONTRACTOR'S PREQUALIFICATION SUBMITTAL ANALYSIS
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

18.	Has the Bidder been cited by OSHA for any job site or company office/shop safety violations in the past two years?	Y	N
19.	Is the Bidder or any of its affiliates presently barred or suspended from bidding or contracting on any state or federal-aid contracts in any state?	Y	N
20.	Has the Bidder ever been debarred from bidding or found ineligible for bidding on any other projects?	Y	N
21.	Has the Bidder ever failed to complete any work awarded?	Y	N
22.	Does the Bidder have the ability, capacity, and skill to perform the District's work?	Y	N
23.	Has any officer or partner of the organization ever been an officer, partner, or owner of some other organization that has failed to complete a construction or maintenance contract? Y N		
24.	Has Bidder been involved in litigation recently?	Y	N
25.	Has the Company or any of its affiliates ever been disqualified or denied qualification by a governmental entity?	Y	N
26.	Has Bidder ever failed to complete a project on time?	Y	N
27.	Can the Bidder perform the District's work in a timely manner?	Y	N
28.	Will the Bidder's uncompleted work load, in the judgment of the District Prequalification Committee, cause detrimental impact on timely completion of District project?	Y	N
29.	Is the character, integrity, reputation, judgment, experience, and efficiency of the Bidder acceptable?	Y	N
30.	Is the Bidder's Surety acceptable to District?	Y	N
31.	In regard to the quality of performance of previous contract or work:		
	a. Were any cost overruns incurred by owners on previous contracts with this Bidder identified?	Y	N
	b. Does the Bidder have the necessary organization and management including construction or maintenance experience possessed by the applicant's employees?	Y	N
	c. Has the Bidder stated he has adequate equipment to perform normal construction or maintenance operations for each class of work for which prequalification is sought?	Y	N
32.	What areas of work does the Bidder qualify for? (See Attached Listing)_____		
33.	Was all financial information provided in this application and accompanying audited financial statements included?	Y	N

Attachments

- Contractor Classification Listing

CONTRACTOR'S PREQUALIFICATION SUBMITTAL ANALYSIS
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
CONTRACTOR CLASSIFICATION LISTING

1. Excavation/Earthwork
2. Road Paving
3. Landscape
4. Irrigation
5. Hardscape
6. Street Lighting
7. Stormwater Management
8. Exotic Vegetation Removal
9. Lake and Littoral Maintenance

RESOLUTION NO. 2023-21

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2023/2024 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Ave Maria Stewardship Community District ("District") to establish a regular meeting schedule for fiscal year 2023/2024; and

WHEREAS, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2023/2024 which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT, COLLIER COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2023/2024 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED AND ADOPTED this 12th day of September, 2023.

ATTEST:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

ASSISTANT SECRETARY

CHAIRMAN

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
FISCAL YEAR 2023/2024 REGULAR MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Ave Maria Stewardship Community District (the “District”) will hold Regular Meetings in the Ave Maria Master Association located at 5080 Annunciation Circle, Suite 101, Ave Maria, Florida 34142, at 9:00 a.m. (**unless otherwise noted**) on the following dates:

October 3, 2023
****November 7, 2023 at 6:00 p.m.****
December 5, 2023
****January 9, 2024 at 6:00 p.m.****
February 6, 2024
****March 5, 2024 at 6:00 p.m.****
April 2, 2024
May 7, 2024
****June 4, 2024 at 6:00 p.m.****
July 2, 2024
August 6, 2024
September 10, 2024

The District will also hold meetings utilizing communications media technology through the following login information:

Join by URL for VIDEO ACCESS at: <https://us02web.zoom.us/j/84779450200>

Meeting ID: 847 7945 0200

Join by PHONE at: 1-929-436-2866

Meeting ID: 847 7945 0200

****The November 7, 2023, January 9, 2024, March 5, 2024 and June 4, 2024 Regular Meeting will take place at 6:00 p.m. in the Ave Maria Master Association located at 5080 Annunciation Circle, Suite 101, Ave Maria, Florida 34142.**

The purpose of the meetings is to conduct any and all business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agenda for any of the meetings may be obtained from the District’s website or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or more Supervisors may participate by telephone; therefore a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Meetings may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure

that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (561) 630-4922 and/or toll-free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

www.avemariastewardshipcd.org

PUBLISH: NAPLES DAILY NEWS XX/XX/XX

**CONSIDER ACCEPTANCE OF BILL OF
SALE FOR VEHICLES AND
AUTHORIZING STAFF TO TAKE
ADMINISTRATIVE ACTIONS
FINALIZING TITLE AND INSURANCE**

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**

Summary Results

Precinct Results

Maps

Reports

Favorite Races

Filter Races

Select a race:

Mosquito Control Ref

Vote Type View:

Graphical

101

Show Detailed View

Choice		Percent	Votes
Yes (NON)	<div></div>	73.8%	384
No (NON)	<div></div>	26.2%	136
			520

145

Show Detailed View

Choice		Percent	Votes
Yes (NON)	<div></div>	73.2%	101
No (NON)	<div></div>	26.8%	37
			138

590

Show Detailed View

Choice		Percent	Votes
Yes (NON)	<div></div>	47.6%	20
No (NON)	<div></div>	52.4%	22
			42

593

Show Detailed View

Choice		Percent	Votes
Yes (NON)	<div></div>	70.6%	951
No (NON)	<div></div>	29.4%	396
			1,347

594

Show Detailed View

Choice		Percent	Votes
Yes (NON)	<div></div>	60.0%	15
No (NON)	<div></div>	40.0%	10
			25

Far East Naples
and Port of the
Islands

E. of 951, south
of Hwy 75

N. and W. of Ave
Maria

Ave Maria

Panther Preserve
to northern
Collier border

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA**

1. *Ability of Personnel (10 Points).*

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; evaluation of existing work load; proposed staffing levels, etc.)

2. *Proposer's Experience (10 Points).*

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation of Proposer, etc.)

3. *Understanding of Scope of Work (10 Points).*

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. *Ability to Furnish the Required Services (10 Points).*

Present ability to manage this project and the extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required (E.g. the existence of any natural disaster plan for business operations).

5. *Price (10 Points).*

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Years 2022/2023, 2023/2024 and 2024/2025
With Two Year Option (2025/2026 and 2026/2027)
Collier County, Florida**

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
AUDITOR SELECTION INSTRUCTIONS TO PROPOSERS**

SECTION 1. DUE DATE. Sealed proposals must be received no later than October 24, 2023 at 4:00 p.m., at the offices of District Manager, located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is affirming its familiarity and understanding with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. REJECTION OF PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit two (2) copies of the Proposal Documents and one digital copy, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Ave Maria Stewardship Community District" on the face of it.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. After proposals are opened by the District, no proposal may be withdrawn for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the “Proposal Documents”).

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District’s limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes or each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

SECTION 13. PROTESTS. Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after receipt of the Request for Proposals and Evaluation Criteria or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Request for Proposals, Evaluation Criteria, or other contract documents.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

SECTION 15. REJECTION OF ALL PROPOSALS. The District reserves the right to reject any and all bids, with or without cause, and to waive technical errors and informalities, as determined to be in the best interests of the District.

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

	Oct '22 - Jul 23	22/23 Budget	\$ Over Budget	% of Budget
Expenditures				
01-1130 · Payroll Tax Expense	459.00	612.00	-153.00	75.0%
01-1131 · Supervisor Fees	6,000.00	8,000.00	-2,000.00	75.0%
01-1310 · Engineering	72,138.50	55,000.00	17,138.50	131.16%
01-1311 · Management Fees	65,036.97	84,000.00	-18,963.03	77.43%
01-1313 · Website Management	2,124.97	2,500.00	-375.03	85.0%
01-1315 · Legal Fees	68,590.98	75,000.00	-6,409.02	91.46%
01-1320 · Audit Fees	20,300.00	18,100.00	2,200.00	112.16%
01-1330 · Arbitrage Rebate Fee	3,250.00	3,250.00	0.00	100.0%
01-1441 · Travel & Lodging	5,141.48	4,000.00	1,141.48	128.54%
01-1450 · Insurance	39,517.00	37,000.00	2,517.00	106.8%
01-1480 · Legal Advertisements	6,055.00	8,000.00	-1,945.00	75.69%
01-1512 · Miscellaneous	567.10	6,000.00	-5,432.90	9.45%
01-1513 · Postage and Delivery	780.34	2,000.00	-1,219.66	39.02%
01-1514 · Office Supplies	2,533.02	3,500.00	-966.98	72.37%
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	35,133.63	35,000.00	133.63	100.38%
01-1734 · Continuing Disclosure Fee	9,000.00	12,000.00	-3,000.00	75.0%
01-1735 · Assessment Roll	0.00	15,000.00	-15,000.00	0.0%
01-1801 · Landscaping - Miscellaneous	13,317.86	30,000.00	-16,682.14	44.39%
01-1808 · Irrigation Repair	123,721.76	95,000.00	28,721.76	130.23%
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	75,271.27	50,000.00	25,271.27	150.54%
01-1816 · Electric-Streetlights,Landscape	96,286.21	85,000.00	11,286.21	113.28%
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	133,983.96	110,000.00	23,983.96	121.8%
01-1820 · Maint Sidewalk/Curb Repairs	157,983.81	150,000.00	7,983.81	105.32%
01-1830 · Maintenance Contracts	578,839.66	630,000.00	-51,160.34	91.88%

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

	Oct '22 - Jul 23	22/23 Budget	\$ Over Budget	% of Budget
01-1831 · Tree Trimming	123,463.42	146,000.00	-22,536.58	84.56%
01-1832 · Storm Cleanup - Landscaping	61,419.67	25,000.00	36,419.67	245.68%
01-1833 · Plant Replacement	164,456.53	90,000.00	74,456.53	182.73%
01-1834 · Mulch	157,348.40	140,000.00	17,348.40	112.39%
01-1838 · Water Management & Drain	2,400.00	4,000.00	-1,600.00	60.0%
01-1839 · Entry Feature/Near Well Water	6,403.08	4,500.00	1,903.08	142.29%
01-1840 · Maintenance Misc. Utilities	17.20	0.00	17.20	100.0%
01-1841 · Maintenance Irrigation Water	93,082.32	85,000.00	8,082.32	109.51%
01-1842 · Maint Fountain/Repair	57,785.01	25,000.00	32,785.01	231.14%
01-1843 · Maintenance Rodent Control	11,150.00	8,000.00	3,150.00	139.38%
01-1844 · Maint Equipment Repair	2,307.81	8,000.00	-5,692.19	28.85%
01-1845 · Maint Signage Repair	21,660.11	15,000.00	6,660.11	144.4%
01-1846 · Maint Storm Drain Cleaning	0.00	50,000.00	-50,000.00	0.0%
01-1847 · Mnt Drainage/Lke Mnt/Littorals	48,090.00	75,000.00	-26,910.00	64.12%
01-1848 · Maintenance Aerators	0.00	2,000.00	-2,000.00	0.0%
01-1850 · Maint-Preserve Maintenance	81,930.62	60,000.00	21,930.62	136.55%
01-1853 · Maintenance Small Tools	10,873.16	3,500.00	7,373.16	310.66%
01-1854 · Maint Miscellaneous Repairs	26,168.88	0.00	26,168.88	100.0%
01-1855 · Maint Vehicle Lease/Fuel/Repair	22,646.99	20,000.00	2,646.99	113.24%
01-1856 · Maint Mosquito Control	258,310.93	500,000.00	-241,689.07	51.66%
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	17,858.40	20,000.00	-2,141.60	89.29%
01-1864 · Maintenance Admin Payroll	37,380.13	55,000.00	-17,619.87	67.96%
01-1867 · Asset Manager	0.00	50,000.00	-50,000.00	0.0%
01-1868 · Landscaping-Phase 2-Capital Prj	195,294.00	225,000.00	-29,706.00	86.8%
01-1869 · Field Operations	10,000.00	0.00	10,000.00	100.0%
01-1890 · Maint-Reserve Fund	0.00	27,500.00	-27,500.00	0.0%
01-1891 · Maint Contingency	10,100.00	15,000.00	-4,900.00	67.33%
Total Expenditures	3,184,125.78	3,524,462.00	-340,336.22	90.34%