



AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

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

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

www.avemariastewardshipcd.org

DISTRICT MANAGER

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

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

AGENDA
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
REGULAR BOARD MEETING & PUBLIC HEARING
November 7, 2023
6:00 p.m.
Ave Maria Master Association (office/fitness center)
5080 Annunciation Circle, Unit 101
Ave Maria, Florida 34142

TO JOIN VIA ZOOM: <https://us02web.zoom.us/j/84779450200>
MEETING ID: 847 7945 0200 DIAL IN AT: 1-929-436-2866

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***Public Comment will be limited to three minutes (3:00) with no rebuttal**



Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Ave Maria Stewardship
c/o Special District Services, Inc.
Ave Maria Stewardship
2501A Burns Road
Palm Beach Gardens FL 33410

STATE OF WISCONSIN, COUNTY OF BROWN

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

10/17/2023

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 10/17/2023

Legal Clerk

Nancy Heyrman
Notary, State of WI, County of Brown

5.15.27

My commission expires

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AVE MARIA STEWARDSHIP COMMUNITY DISTRICT NOTICE OF PUBLIC HEARING AND REGULAR BOARD MEETING

A public hearing of the Board of Supervisors ("Board") of the Ave Maria Stewardship Community District ("District") is scheduled to be held on November 7, 2023, at 6:00 p.m. at the Ave Maria Master Association located at 5080 Annunciation Circle, Suite 101, Ave Maria, Florida 34142, for the purpose of hearing comments and objections on the adoption of the District's proposed construction prequalification criteria and procedures. A regular board meeting of the District (the "Meeting") will also be held at that time where the Board may consider any other business that may properly come before it. The Meeting will be available for viewing utilizing communications media technology ("Virtual Attendance") through the following login information, however public comment will only be available to those participating in person. Virtual Attendance is offered for convenience only and in the event there are interruptions in internet service or other technical difficulties the Meeting will continue at the physical location regardless of availability of the Virtual Attendance option.

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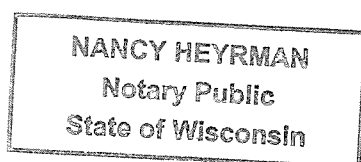
Meeting ID: 847 7945 0200
Join by PHONE at: 1-929-436-2866
Meeting ID: 847 7945 0200

A copy of the agenda for this meeting may be obtained from Special District Services, Inc., 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410, 561-630-4922 ("District Manager's Office"). The public hearing and Meeting are open to the public and will be conducted in accordance with provisions of Florida law. The public hearing and Meeting may be continued to a date, time, and place to be specified on the record of the meeting. There may be occasions when one or more Supervisors or District Staff will participate by telephone or other communications media technology.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing 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 Kormeris
District Manager
AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT
Pub Date: Oct. 17, 2023 9393922



**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

October 3, 2023

A. CALL TO ORDER

The October 3, 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 September 25, 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	Andrew Karmeris	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.
Owner Representative	David Genson (via Zoom)	Barron Collier Companies

Also present were the following:

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

Mr. Karmeris provided an update on the technology issues that had been occurring. He explained that staff believes we have a solution and should not have any issues with zoom going forward.

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

District Resident John Stryzik had questions regarding the number of buildable lots in Ave Maria and whether the additional acreage added to the district increased the units. Mr. Genson stated that there will be approximately 11,000 units. Mr. Klucik followed up by explaining how the increase in acreage effects board seat turnover to general election.

There was a brief discussion regarding parks that are not district business.

A discussion ensued regarding the future need for a district owned building to hold meetings and house district staff.

H. APPROVAL OF MINUTES

1. September 12, 2023, Regular Board Meeting

The minutes of the September 12, 2023, Regular Board Meeting were presented for consideration.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Sonalia and passed unanimously approving the minutes of the September 12, 2023, Regular Board Meeting, as presented.

I. CONSENT AGENDA

1. Consider Ratification of LCEC Invoice 26476

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving the Ratification of LCEC Invoice 26476, as presented.

2. Consider Ratification of Comcast Invoice JB0001539441

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

J. OLD BUSINESS

1. AMSCD Projects List

Staff reviewed the list briefly.

Mr. Tryka reported that the re-striping of traffic marks was a priority and that bolstered up construction equipment signs had been ordered.

Mr. Klucik had questions above the vandalism of semi trucks and asked where they were parked. Mr. Diaz provided answers and stated it was near Publix.

K. NEW BUSINESS

1. Discussion/Update on the Ave Maria National

A lengthy discussion ensued regarding gates, public access and public roads.

Mr. Strysik asked where does the district get the authority to install gates on a public road? Mr. Klucik asked that Ms. Willson come back with a report or memo regarding gates on public roads.

2. Asset Management Software Presentation

Daniel Johns with ETM Inc presented a brief powerpoint presentation regarding the asset management software and its capabilities.

3. Discussion Regarding Future Walking Trail System

Mr. Genson shared a preliminary plan and explained that this walking trail system is programmed for the 2027 bonds.

4. Consider Resolution No. 2023-22 – Re-Setting the Public Hearing on Prequalification Procedures

A **motion** was made by Mr. Klucik, seconded by Mr. DiFlorio and passed unanimously approving Resolution No. 2023-22 – Re-Setting the Public Hearing on Prequalification Procedures for November 7, 2023 at 6:00 p.m., as presented.

A **motion** was made by Mr. Klucik, seconded by Mr. Roth and passed unanimously moving the December 5th meeting to December 19th at 9:00 a.m., as presented.

5. Consider Resolution No. 2023-23 – Awarding Construction Contract for Anthem Parkway Phase 5A

Mr. Klucik asked if each part of this Phase is awarded separately or if one contractor gets a portion do they get selected for all of it? Ms. Willson stated that generally you would bid them separately.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Roth and passed unanimously approving Resolution No. 2023-23 – Awarding Construction Contract for Anthem Parkway Phase 5A to Earth Tech Enterprises, Inc., as presented.

6. Security Items Update

Mr. Genson discussed the vandalism of the trucks in Ave Maria and how disappointed he was that it had happened. He informed the Board that he planned to have the district’s insurance carrier and law enforcement come to a meeting with district staff to discuss risk assessment.

A discussion ensued.

L. 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. Karmeris went over the financials provided in the agenda packet.

M. BOARD MEMBER COMMENTS

Mr. Roth had a question about the mosquito control expansion. Ms. Willson stated that legislation is moving forward with a new bill.

N. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 10:43 a.m. by Chairman Peek. There were no objections.

Secretary/Assistant Secretary

Chair/Vice-Chairman

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

OCTOBER 2023

Project Name	Date appeared on List	Start Date	End Date	Est. Cost	% Complete	Responsible Party	Comments
Anthem Parkway Phase 5A (Starts at North park to Avalon)	06/07/2022	2 nd Quarter 2023	TBD	Costs being reviewed	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)	06/07/2022	3 rd Quarter 2023	TBD	Costs being reviewed	0%	Andrew Karmeris (District)	Environmental permits expected June 2024
Apron at Owens roundabout & vet handicap parking spot	06/06/2023	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	07/11/2023	August 2023	Oct 2023	Expected to have pricing by end October	0%	David Genson (AMD)	AMD is working on pricing and expected.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

Parking on District Roads	09/13/2022	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.
Town Core Striping and Flashing Signs	09/13/2022	01/2023	9/15/23	\$188,000	98%	Ted Tryka (District)	Flashing signs installed 8-18-23. 2 Parking Spots Remain.
Asset Management (Placeholder for FY24)	11/01/2022	March 2023	June 2023	\$50,000	FY 23 – 100%	Sal DeAngelo (District)	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)	11/01/2022	TBD	N/A	TBD	TBD	David Genson (AMD)	Rate Adjustment presentation expected at Fall 2023 meeting.
Front Fountain (Letters)	04/04/2023	N/A	Oct 2023	\$22,000	80%	Donny Diaz	Fountain is operational. Letters contract was approved expected to start in August 2023.
National Gate	05/02/2023	2023	Ongoing	N/A	N/A	Alyssa Willson	The District continues

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

monitoring						(District)	to monitor National Gate operation. Residents have been instructed to file complaints filed with District Manager.
Sign at Oil Well Road	10/03/2023	Spring 2024	TBD	\$430,000	0%	Ted Tryka (District	Proposals to be requested from prequalified contractors.

RESOLUTION 2013-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF AVE MARIA STEWARDSHIP COMMUNITY DISTRICT PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, Chapter 2004-461, Laws of Florida, authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 286.0114, Florida Statutes, requires that members of the public be given a reasonable opportunity to be heard on a proposition before a board or commission; and

WHEREAS, Section 286.0114, Florida Statutes, sets forth guidelines for rules and policies that govern the public's opportunity to be heard at a public meeting; and

WHEREAS, the District's Board of Supervisors ("**Board**") finds that it is in the best interests of the District to adopt by resolution a policy (the "**Public Comment Policy**") for immediate use and application.

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

SECTION 1. DESIGNATING PUBLIC COMMENT PERIODS. The District's Chairperson, his or her designee, or such other person conducting a District meeting ("**Presiding Officer**"), shall ensure that there is at least one period of time ("**Public Comment Period**") in the District's meeting agenda whereby the public has an opportunity to be heard on propositions before the Board, as follows:

- a) An initial Public Comment Period shall be provided at the start of each Board meeting before consideration of any propositions by the Board. In the event there are propositions that come before the Board that are not listed on the agenda, the Presiding Officer shall announce a Public Comment Period on such proposition prior to the Board voting on the matter.

- b) Speakers shall be permitted to address any agenda item or non-agenda matter(s) of personal or general concern, during the initial Public Comment Period.
- c) Individuals wishing to make a public comment are limited to three (3) minutes per person. Potential speakers may not assign his/her three (3) minutes to extend another speaker's time.
- d) The Presiding Officer may extend or reduce the time periods set forth herein in order to facilitate orderly and efficient District business, provided however that a reasonable opportunity for public comment shall be provided consistent with the requirements of Section 286.0114, Florida Statutes. The Presiding Officer may also elect to set and announce additional Public Comment Periods if he or she deems it appropriate.

SECTION 2. DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD. Unless otherwise directed and declared by the Presiding Officer, individuals seeking to be heard on propositions before the Board shall identify themselves by a show of hands at the beginning of each Public Comment Period, as announced by the Presiding Officer. Alternatively, in the event that public attendance is high, and/or if otherwise in the best interests of the District in order to facilitate efficient and orderly District business, the Presiding Officer may require individuals to complete speaker cards that include the individual's name, address, the proposition on which they wish to be heard, the individual's position on the proposition (i.e., "for," "against," or "undecided"), and if appropriate, to indicate the designation of a representative to speak for the individual or the individual's group. In the event large groups of individuals desire to speak, the Presiding Officer may require each group to designate a representative to speak on behalf of such group.

Sections 1 and 2 herein shall be deemed to apply only to District Board meetings, but the Presiding Officer of a District workshop in his or her discretion may elect to apply such Sections to District workshops.

SECTION 3. PUBLIC DECORUM. The following policies govern public decorum at public meetings and workshops:

- a) Each person addressing the Board shall proceed to the place assigned for speaking, and should state his or her name and address in an audible tone of voice for the public record.
- b) All remarks shall be addressed to the Board as a body and not to any member thereof or to any staff member. No person other than a Board Supervisor or District staff member shall be permitted to enter into any discussion with an individual speaker while he or she has the floor, without the permission of the Presiding Officer.
- c) Nothing herein shall be construed to prohibit the Presiding Officer from maintaining orderly conduct and proper decorum in a public meeting. Speakers

shall refrain from disruptive behavior, and from making vulgar or threatening remarks. Speakers shall refrain from launching personal attacks against any Board Supervisor, District staff member, or member of the public. The Presiding Officer shall have the discretion to remove any speaker who disregards these policies from the meeting.

- d) In the case that any person is declared out of order by the Presiding Officer and ordered expelled, and does not immediately leave the meeting facilities, the following steps may be taken:
- i. The Presiding Officer may declare a recess.
 - ii. The Presiding Officer may contact the local law enforcement authority.
 - iii. In case the person does not remove himself or herself from the meeting, the Presiding Officer may request that he or she be placed under arrest by local law enforcement authorities for violation of Section 871.01, Florida Statutes, or other applicable law.

SECTION 4. EXCEPTIONS. The Board recognizes and may apply all applicable exceptions to Section 286.0114, including those set forth in Section 286.0114(3) and other applicable law. Additionally, the Presiding Officer may alter the procedures set forth in this Public Comment Policy for public hearings and other special proceedings that may require a different procedure under Florida law.

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

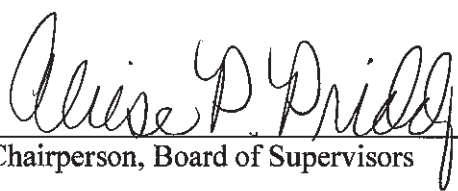
SECTION 6. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed. Furthermore, upon its passage this Resolution supersedes any Public Comment Policy previously adopted by the District.

PASSED AND ADOPTED this 5th day of November, 2013.

ATTEST:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**


Print Name: Todd Wodraska
Secretary/Assistant Secretary


Chairperson, Board of Supervisors



Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Ave Maria Stewardship
c/o Special District Services, Inc.
Ave Maria Stewardship
2501A Burns Road
Palm Beach Gardens FL 33410

STATE OF WISCONSIN, COUNTY OF BROWN

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

10/17/2023

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 10/17/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

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AVE MARIA STEWARDSHIP COMMUNITY DISTRICT NOTICE OF PUBLIC HEARING AND REGULAR BOARD MEETING

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Andrew Karmeris
District Manager
AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT
Pub Date: Oct. 17, 2023 9393922

NANCY HEYRMAN
Notary Public
State of Wisconsin

RESOLUTION 2023-24

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ADOPTING PREQUALIFICATION CRITERIA AND PROCEDURES; APPOINTING AN EVALUATION COMMITTEE; 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”); and

WHEREAS, the Act authorizes the District to construct, install, acquire, operate and/or maintain systems and facilities for certain basic public infrastructure; and

WHEREAS, the District’s Board of Supervisors (“Board”) held a publicly noticed, public hearing in accordance with its Rules of Procedure and finds it is in the District’s best interests to prequalify contractors for construction and maintenance services pursuant to the Prequalification Criteria and Procedures attached hereto as **Exhibit A**, its Rules of Procedure and Chapter 255, Florida Statutes; and

WHEREAS, the Board desires to appoint an evaluation committee to review and evaluate the qualifications received and provide a recommendation to the Board and authorizes scheduling a meeting of the evaluation committee regarding same; and

WHEREAS, the Board further desires to authorize entities submitting qualifications to submit bids in response to any District invitation to bid open during this prequalification period in a category in which such entity is submitting qualifications.

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 above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. The attached Prequalification Criteria and Procedures are hereby adopted pursuant to this resolution. Further the Board hereby appoints the following committee to review and evaluate the qualifications, which committee will provide a recommendation to the Board for its consideration and final action:

The District Manager is hereby authorized to schedule and publish a notice of meeting of the evaluation committee. Finally, the Board authorizes District staff to solicit bids from any entity submitting qualifications for projects within such entity's desired qualification category. Consideration and award of any bid shall be contingent upon entity being deemed prequalified.

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 7th day of November, 2023.

ATTEST:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

Secretary

Chairman/Vice Chairman

Exhibit A: Prequalification Criteria and Procedures

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

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

Contractor

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ADVERTISEMENT

NOTICE TO PROSPECTIVE BIDDERS

MINIMUM CONTRACTOR QUALIFICATIONS

APPLICATION FOR CONTRACTOR PREQUALIFICATION

AFFIDAVIT FOR INDIVIDUAL

AFFIDAVIT FOR PARTNERSHIP

AFFIDAVIT FOR CORPORATION

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

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 ()
In 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



*YPC Consulting Group, P.L.
5931 Country Lakes Drive
Fort Myers, Florida 33905
Phone (239) 693-7700
Fax (239) 690-0271*

Florida Certificate of Authorization No. 28233

via e-mail only

JCanerdy@barroncollier.com

11 October 2023

Ave Maria Stewardship Community District
2501A Burns Road
Palm Beach Gardens, Florida 33410
c/o Ms. Jaclyn Canerdy

Subject: Construction Material Testing Services Proposal
Anthem Parkway Phase 5A
Anthem Parkway
Ave Maria, Collier County, Florida

YPC Proposal No. 23677YFM

Dear Ms. Canerdy:

YPC Consulting Group, P.L. (YPC) is pleased to submit this proposal to provide Construction Material Testing Services for the project referenced above. **To authorize our services, please read, sign, and return to YPC the Proposal Acceptance Agreement Form attached to this document. Alternately, you can issue a purchase order to cover the cost of these services.**

PROJECT DESCRIPTION

YPC understands that the proposed project will include construction of Phase 5A of the Anthem Parkway as prepared and specified on plans prepared by Peninsula Engineering.

SCOPE OF SERVICES

YPC anticipates that our scope of work for this project will involve soil density testing in the field, asphalt and limerock core thickness verification, and proctor and LBR testing in our laboratory. YPC believes these services will be provided "on-call" and require the part-time services of a technician.

-
- | | |
|---|--|
| • Geotechnical Engineering | • Pre-Condition Surveys |
| • Construction Materials Testing | • Threshold Inspection Services |
| • Pile Monitoring Services | • Vibration Monitoring Services |

c/o Ms. Jaclyn Canerdy
Ave Maria Stewardship Community District
Construction Materials Testing Services Proposal
Anthem Parkway Phase 5A
Anthem Parkway
Ave Maria, Collier County, Florida
YPC Proposal No. 23677YFM

YPC Consulting Group, P.L.
11 October 2023
Page 2

ESTIMATED PROJECT BUDGET

YPC proposes an estimated project budget of \$17,900.00. This estimate is based on information obtained from the above-referenced plans. Please see the **Attachment 1** for an Estimated Project Budget. The actual cost for our services will depend on the staging of work, site conditions and frequency of testing. The fees for our services will be charged in accordance with the itemized unit prices presented in **Attachment 2**.

CLOSURE

YPC appreciates the opportunity to submit this information for your evaluation, and looks forward to working with you on this project. Thank you and we hope to hear from you soon.

Respectively submitted,

YPC Consulting Group, P.L.



H. Frank Murati, P.E.
VP-Principal

Attachments: **Attachment 1** – Estimated Project Budget
 Attachment 2 - Fee Schedule and Unit Rates
 Proposal Acceptance Agreement Form/General Terms and Conditions

Attachment 1
Estimated Project Budget
Construction Material Testing Services

ITEM	DESCRIPTION	QUANTITY	RATE	AMOUNT
1	Modified Proctor Tests (ASTM D1557)	5 ea	\$ 100.00 ea	\$ 500.00
2	Limerock Bearing Ratio Tests (FM 5-515)	3 ea	250.00 ea	750.00
3	Field Density Tests (ASTM D2922)	395 ea	20.00 ea	7,900.00
4	Asphalt, Limerock Verification Cores	27 ea	175.00 ea	4,725.00
5	Engineering Technician	85 hrs	40.00/hr	3,400.00
6	Project Professional Engineer	5 hrs	125.00/hr	625.00
TOTAL ESTIMATED BUDGET				\$ 17,900.00


GENERAL NOTES:

- ▶ **Prices for other services not identified in this fee schedule can be quoted request.**
- ▶ **YPC personnel standby time or travel or site time in excess of 5 field densities/trip/hour (anything over 1 hour) will be charged at the appropriate hourly rate.**
- ▶ **The above fees include engineering supervision of technicians.** Engineering evaluation and consultation concerning problems which are outside the scope of technician services can be arranged at an engineering rate.
- ▶ **Our hourly rate services are for portal-to-portal time from our office.** Overtime, more than 8 hours per day, hours before 7:30 a.m. and after 5:30 p.m. and each item or hourly work on Saturday will be at the regular rate times 1.5.
- ▶ **It is normal for technicians and inspectors to check calculations and prepare reports for typing after they return to the laboratory.** Therefore, some time should be expected, in addition to site and travel time.
- ▶ **In order to efficiently schedule work assignments, a 24 hour notice is required to secure services.** Otherwise, services will depend on availability of personnel at the time of the work order or work order change. Work order cancellation must be received by our dispatcher at least 4 hours in advance of the scheduled service or a \$30.00 cancellation fee could apply.
- ▶ **YPC fees are due 30 days after receipt of invoice.**

Attachment 2
YPC Consulting Group, P.L.
Fee Schedule and Unit Prices
Construction Material Testing Services

WORK ITEM	UNIT RATE
SOILS	
Field Density Test (minimum of 5 tests/trip/hour)	\$ 20.00 ea
Modified Proctor Test (ASTM D1557)	\$ 100.00 ea
Limerock Bearing Ratio Test (FM 5-515)	\$ 250.00 ea
CONCRETE	
Compression Test Cylinders, Sample, Slump Test, and Mold, Set of 5 Cylinders (minimum 1 set/hour)	\$ 75.00/set
Additional Cylinders	\$ 10.00 ea
Additional Slump (Rate Plus Technician Time)	\$ 10.00 ea
CONCRETE MASONRY	
Grout Prisms, set of 3	\$ 75.00/set
ASPHALT CORING SERVICES	
Asphalt thickness and limerock thickness Cores	\$ 175.00 ea
PROFESSIONAL ENGINEERING AND CONSULTATION SERVICES	
Engineering Technician	\$ 40.00/hr
Senior Engineering Technician	\$ 50.00/hr
Service Administration Charge/Clerical	\$ 50.00/hr
Professional Engineer	\$ 125.00/hr

PROPOSAL AGREEMENT ACCEPTANCE FORM

YPC PROPOSAL NO.:	23677YFM	DATE:	11 October 2023	YPC PROJECT NO.:	
PROJECT NAME:	Anthem Parkway Phase 5A				
PROJECT ADDRESS:	Anthem Parkway, Ave Maria, Collier County, Florida				
This AGREEMENT is entered between Ave Maria Stewardship Community District and YPC Consulting Group, P.L.					
this 11 th day of October 2023.					
GENERAL TERMS AND CONDITIONS: Attached to this Proposal Agreement Acceptance Form					
Total Number of Reports Needed:					
Addressee 1:					
Addressee 2:					
Addressee 3:					
Direct Invoices to:					
Name:		Title:			
Firm:					
Address:					
Phone:		Fax:		e-mail:	
The undersigned hereby accepts all terms and conditions set forth in this AGREEMENT and warrants that he or she has full authority to bind the Client.					
CLIENT COMPANY NAME:		YPC CONSULTING GROUP, P.L. (CONSULTANT):			
REPRESENTATIVE PRINTED NAME:		PRINTED NAME:	H. Frank Murati, P.E.		
SIGNATURE:		SIGNATURE:			
TITLE:		TITLE:	VP-Principal		
Please note that YPC reserves the right to withhold reports or other deliverable products until such time as we receive a signed PROPOSAL AGREEMENT ACCEPTANCE FORM or other written authorization referencing this PROPOSAL AGREEMENT ACCEPTANCE FORM in its entirety. This PROPOSAL AGREEMENT ACCEPTANCE FORM (page 1 of 3) together with YPC's proposal and the attached GENERAL TERMS AND CONDITIONS (pages 2 of 3 and 3 of 3) constitute the entire agreement between the CLIENT and YPC and supersedes all prior written or oral understandings or interpretations.					

GENERAL TERMS AND CONDITIONS

1. Term of Proposal and Scope of Work: This proposal is valid for a period of thirty (30) days. After thirty (30) days, CONSULTANT (YPC Consulting Group, PL) reserves the right to review the proposal and adjust the fees. Either party may terminate this agreement upon ten (10) days prior written notice, provided, however, that if CLIENT terminates this agreement, it shall compensate CONSULTANT for all work performed prior to actual receipt of notice and all of CONSULTANT's costs and expenses incurred as a result of the termination. This proposal shall be subject to renegotiation if unreasonable delays are caused by CLIENT's failure to provide specified facilities or information. Unless otherwise specified in writing, the CLIENT assumes sole responsibility for determining whether the quantity and nature of services is adequate and sufficient for client's intended purpose.

2. Billing and Payments: Except as specifically noted, CONSULTANT's charges for services consist of agreed to fees between CONSULTANT and CLIENT. Billing will be submitted for payment on a regular basis, and CLIENT agrees to pay such bills within thirty (30) days of receipt, unless some other arrangement has been agreed upon in writing by CONSULTANT. If payment is not received within thirty (30) days, the amount due shall bear a service charge of 1.5 % per month or the maximum permissible rate permitted under state law, whichever is less. All sums shall be paid without deduction, setoff, or adjustment of any kind whatsoever, unless previously agreed to between the CLIENT AND CONSULTANT. The CLIENT agrees to pay CONSULTANT's cost for collection of all amounts due and unpaid after ninety (90) days, including court costs and reasonable attorney's fees. The CLIENT'S obligation to pay for services provided and invoiced by CONSULTANT is in no way dependent upon the CLIENT'S ability to obtain financing, payment from a third party, approval of governmental or regulatory agencies, or upon the CLIENT'S successful completion of a project.

3. Disclosure of Information: CLIENT shall advise CONSULTANT, upon execution of this agreement, and thereafter as necessary, of any hazardous substances or conditions existing on or about the site that may present a potential danger to human health, the environment, or equipment. CLIENT takes sole responsibility for reporting to any applicable governmental agency about the condition of the site or any discharges or hazards associated therewith, unless CLIENT has specifically instructed CONSULTANT to do so and CONSULTANT has acknowledged that responsibility to CLIENT in writing.

4. Limitations of Liability: CLIENT specifically acknowledges that CONSULTANT has neither created nor contributed to the existence of any type of hazardous or toxic waste, material, or substance or any other type of environmental hazard or pollution on or about the site and that the compensation to be paid to CONSULTANT hereunder is not commensurate with, and has not been calculated by reference to, the potential risk or injury or loss which may be caused by the exposure of persons or properties to such substances or conditions. In consideration thereof, CLIENT agrees as follows:

CLIENT agrees to limit CONSULTANT's liability to CLIENT or to any third party arising from negligent professional acts, errors or omissions, or any other acts, or for any damages based in contract, or for any other cause of action whatsoever, such that CONSULTANT's total aggregate liability shall not exceed \$ 50,000.00 or CONSULTANT's total fee, whichever is less, and CLIENT hereby forever releases and discharges CONSULTANT, its officers, principals, employees, and agents from any liability for losses or damage in excess of such amount. All such claims shall be deemed waived unless made by CLIENT in writing and received by CONSULTANT within one (1) year after completion of the services with respect to which the claim is made. Notwithstanding any other provisions contained herein to the contrary, in no event shall CONSULTANT be responsible for any incidental, indirect, or consequential damages (including loss of profits) incurred by CLIENT or any third party as a result of CONSULTANT's performance or non-performance of this agreement or by application or use of reports or other work prepared or performed hereunder.

CLIENT further agrees to indemnify and hold CONSULTANT (including its officers, directors, employees, and agents) harmless from and against any and all losses, damages, liabilities, and expenses, fines, penalties, court costs, and costs of defense, including without limitation, reasonable attorneys' fees, resulting from or arising out of: (a) any negligent or willful misconduct of CLIENT; (b) any breach by CLIENT of any warranties or other provisions hereunder; (c) any non-conforming waste or discrepancies in any manifest as defined in applicable regulations; (d) any conditions existing at the site prior to the arrival of CONSULTANT of which consultant had no actual knowledge and over which CONSULTANT had no control; (e) any non-conforming hazardous substance, provided, however, that such indemnification shall not apply to the extent any such losses result from or arise out of any willful misconduct of CONSULTANT, any unjustifiable delay attributable solely to CONSULTANT's conduct, or any material breach by CONSULTANT of any warranties hereunder; or, (f) CLIENT's violation of any applicable law or regulation relating to the handling of hazardous substances, waste or constituents.

CONSULTANT is not liable for alleged defects in services performed to third parties or assigned parties or anyone with whom it does not have a direct contractual relationship. CONSULTANT is not liable for special, indirect, incidental, or consequential loss or damages. CONSULTANT shall not be liable for defects or deficiencies provided by secondary sources (e.g., governmental agencies, environmental databases, etc.)

5. Indemnification: The CLIENT agrees to indemnify, defend, and hold CONSULTANT, its officers, employees and agents harmless from any and all claims, suits, losses, costs, and expenses, including but not limited to, court costs and attorney's fees arising or alleged to have arisen out of or to have resulted from the performance of CONSULTANT's work on or about the subject project, and caused in whole or in part be a negligent, willful, or wanton act or omission of the CLIENT. In the event that the CLIENT shall bring any claim, suit, cause of action, or counterclaim against CONSULTANT, to the extent that CONSULTANT shall prevail in such action, the CLIENT shall pay CONSULTANT the costs expended by CONSULTANT to defend against such action, including attorney's fees, witness fees, and other related expenses.

CONSULTANT shall indemnify CLIENT for any loss or damage actually sustained and incurred by the CLIENT, or for which is legally liable, which is caused solely by: (a) acts, errors, or omissions of CONSULTANT, including its officers, directors, employees, and agents; (b) a material breach by CONSULTANT of warranties hereunder; or, (c) failure of CONSULTANT to comply in material respects with applicable laws or regulations relating to services undertaken hereunder which constitute the gross negligence or willful misconduct of CONSULTANT.

6. Project Site: CONSULTANT shall not be liable for any property damage or bodily injury arising from damage to or interference with surface or subsurface structures at or about the site (including, without limitation, pipes, tanks, cables, etc.) which are not called to CONSULTANT's attention in writing and correctly shown on any plans furnished by CLIENT to CONSULTANT in connection with the work performed hereunder. CLIENT acknowledges that the use of exploration and test equipment may unavoidably alter, affect, or damage the terrain, subsurface, improvements, or fixtures in or upon the site, and CONSULTANT shall have no liability for any such effect, alteration, or damage thereto. CLIENT further agrees to locate and disclose all utilities serving the project site(s) and the presence and accurate location of otherwise obscure objects. CLIENT agrees to indemnify and hold harmless CONSULTANT from all claims, suits, losses, personal injuries, death, and property liability resulting from damage or injury to hidden structures arising from performance of CONSULTANT'S services when the existence of such are not called to our attention or the locations not correctly shown on any plans furnished to CONSULTANT.

7. Access to Site, Permits, and Tests: CLIENT shall arrange and provide access to the project site as is necessary for CONSULTANT to perform the work. CLIENT shall obtain at CLIENT'S cost, unless provided for as a separate cost item in CONSULTANT'S proposal, all permits, tests, and/or inspections of the site.

8. Borings and Test Locations: Unless otherwise expressly provided, the accuracy of test locations and elevations will be commensurate with approximate estimates. If greater accuracy is required, the services of a professional surveyor should be obtained by the CLIENT.

9. Force Majeure: Whenever a period of time is herein prescribed for action to be taken by either party, that party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strike, riots, acts of God or the public enemy, acts of the Government of the United States or of several states, or any foreign country, acts or shortages of labor or materials, theft, fire, public enemy, injunction, insurrection, court order, requisition of other governmental body or authority, war, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of that party.

10. Severability: Each covenant and agreement contained herein shall be construed to be separate and independent from any other covenant or agreement and the breach of any covenant or agreement by either party shall not discharge or relieve the other party from any of its obligations hereunder. If any provision of this agreement is held to be invalid, such holding shall not invalidate or affect any other provisions of this agreement.

11. Miscellaneous: This agreement contains the entire agreement of the parties and no agreement, unless incorporated herein in writing, shall be binding upon the parties. This agreement shall be binding upon and its benefits and advantages shall inure to the successors and assigns of the parties, provided however, CLIENT may not assign this agreement without the prior written consent of CONSULTANT. This agreement shall be governed in all respects by the laws of the State of Florida. No promise of any terms or provisions hereof, the prevailing party shall, in addition to any other remedies sought, be entitled to attorneys fees and costs (including fees and costs on appeal, in administrative or bankruptcy proceedings). CLIENT agrees that CONSULTANT has the authority to use its name as CLIENT, along with a general description of the project or services performed, as a reference for prospective clients.

This Instrument Prepared
without opinion of title by:
Matthew L. Grabinski, Esq.
COLEMAN, YOVANOVICH
& KOESTER, P.A.
4001 Tamiami Trail N., #300
Naples, Florida 34103
239-435-3535

GRANT OF TEMPORARY CONSTRUCTION EASEMENT TO AMSCD

[RE: Anthem Parkway Phase 5 Work]

THIS INDENTURE (this “Easement”) is made and entered into this ____ day November of 2023, by and between, THE DISTRICT SCHOOL BOARD OF COLLIER COUNTY, FLORIDA (“Grantor”) and AVE MARIA STEWARDSHIP COMMUNITY DISTRICT, its successors and assigns (the “Grantee”).

WITNESSETH:

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a non-exclusive temporary construction easement situated in Collier County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof (the “Easement Area”).

2. The GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to use the Easement Area for access and construction staging for the purpose of effectuating the construction, re-grading, placement of fill and/or placement of pavement, drainage, or other infrastructure within lands located adjacent to the Easement Area. The GRANTEE, as the holder of this temporary Easement, shall have the right to delegate (on a non-exclusive basis) its rights hereunder to its contractors or other private parties, for the purpose of effectuating the construction and installation of drainage and/or utility facilities on lands adjacent to the Easement Area.

3. **The Easement granted hereby is temporary in nature, and shall automatically terminate and be of no further force or effect on the date that is eighteen (18) months after the date this Easement is first recorded in the public records of Collier County, Florida.**

4. Subject to any pre-existing easements and other recorded instruments covering the Easement Area described, GRANTOR covenants that it is lawfully seized and possessed of the Easement Area, has good and lawful right and power to grant this Easement.

5. The GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

6. The GRANTEE shall be responsible for the removal and satisfaction of any and all liens that may be filed against the Easement Area as a result of actions by or on behalf of the GRANTEE. It is also acknowledge and agreed that GRANTEE will place and grade fill within the Easement Area, and that GRANTEE shall not be required to remove such graded fill from the Easement Area.

7. Any contractors utilized by the GRANTEE in connection with activities undertaken in connection with this Easement shall be obligated under their respective contracts to: (1) obtain and provide to GRANTOR evidence of comprehensive general liability insurance and auto liability insurance with minimum limits of coverage in the amount of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, bodily and property damage combined; (2) list GRANTOR as additional insured under such contractor's liability insurance; (3) provide certificates of the required insurance prior to conducting any activities within the Easement Area and maintain the required insurance at all times while conducting activities within the Easement Area and (4) repair any damage to the Easement Area caused by the contractors, or any of their subcontractors, removal of vegetation excepted (unless the same was previously covered with grass, in which event grass shall be planted in the damaged or disturbed areas).

8. This Easement shall run with the land and shall be binding upon the parties hereto, their successors in interest and any assigns, all purchasers of the land described in Exhibit "A", and persons or entities acquiring any right, title or interest in the land described in Exhibit "A".

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

THE SCHOOL DISTRICT OF COLLIER
COUNTY, FLORIDA

Witness #1

By: _____
Kelly Lichter, Chair

Printed Name of Witness #1

Witness #2

Printed Name of Witness #2

ATTEST:

By: _____
Dr. Leslie C. Ricciardelli, Superintendant

APPROVED AS TO FORM AND LEGALITY:

Jon Fishbane, District General Counsel

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing was acknowledged before me this ____ day of _____, 2023, by Dr. Leslie C. Ricciardelli, Superintendant of THE SCHOOL DISTRICT OF COLLIER COUNTY, FLORIDA, who is signing on behalf of the School District and (____) who is personally known to me or (____) who produced a driver's license as identification.

(Notary Seal)

Notary Public
Printed Name: _____
My Commission Expires: _____

GRANTEE:

AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT,
a local unit of special purpose government
established pursuant to Fla. Stat. Ch. 189,
located in Collier County, FL

Witness #1

Printed Name of Witness #1

Witness #2

Printed Name of Witness #2

By: _____
_____, as _____

ATTESTATION OF DISTRICT MANAGER:

By: _____
Todd Wodraska, District Manager

STATE OF FLORIDA

COUNTY OF _____

The foregoing was acknowledged before me this _____ day of _____, 2023, by _____, as Chair of a local unit of special purpose government established pursuant to Fla. Stat. Ch. 189, located in Collier County, FL, who is signing on behalf of the District and (____) who is personally known to me or (____) who produced a driver's license as identification.

(Notary Seal)

Notary Public
Printed Name: _____
My Commission Expires: _____

Exhibit "A"

Legal Description and Sketch of Temporary Easement Area

[See attached]

This Instrument Prepared
without opinion of title by:
Matthew L. Grabinski, Esq.
COLEMAN, YOVANOVICH
& KOESTER, P.A.
4001 Tamiami Trail N., #300
Naples, Florida 34103
239-435-3535

GRANT OF TEMPORARY CONSTRUCTION EASEMENT TO AMSCD

[RE: Anthem Parkway Phase 5 Work]

THIS INDENTURE (this “Easement”) is made and entered into this ____ day November of 2023, by and between, AVE MARIA MASTER ASSOCIATION, INC, a Florida not for profit corporation (“Grantor”) and AVE MARIA STEWARDSHIP COMMUNITY DISTRICT, its successors and assigns (the “Grantee”).

WITNESSETH:

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a non-exclusive temporary construction easement situated in Collier County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof (the “Easement Area”).

2. The GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to use the Easement Area for access and construction staging for the purpose of effectuating the construction, re-grading, placement of fill and/or placement of pavement, drainage, or other infrastructure within lands located adjacent to the Easement Area. The GRANTEE, as the holder of this temporary Easement, shall have the right to delegate (on a non-exclusive basis) its rights hereunder to its contractors or other private parties, for the purpose of effectuating the construction and installation of drainage and/or utility facilities on lands adjacent to the Easement Area.

3. **The Easement granted hereby is temporary in nature, and shall automatically terminate and be of no further force or effect on the date that is eighteen (18) months after the date this Easement is first recorded in the public records of Collier County, Florida.**

4. Subject to any pre-existing easements and other recorded instruments covering the Easement Area described, GRANTOR covenants that it is lawfully seized and possessed of the Easement Area , has good and lawful right and power to grant this Easement.

5. The GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

6. The GRANTEE shall be responsible for the removal and satisfaction of any and all liens that may be filed against the Easement Area as a result of actions by or on behalf of the GRANTEE. It is also acknowledge and agreed that GRANTEE will place and grade fill within the Easement Area, and that GRANTEE shall not be required to remove such graded fill from the Easement Area.

7. Any contractors utilized by the GRANTEE in connection with activities undertaken in connection with this Easement shall be obligated under their respective contracts to: (1) obtain and provide to GRANTOR evidence of comprehensive general liability insurance and auto liability insurance with minimum limits of coverage in the amount of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, bodily and property damage combined; (2) list GRANTOR as additional insured under such contractor's liability insurance; (3) provide certificates of the required insurance prior to conducting any activities within the Easement Area and maintain the required insurance at all times while conducting activities within the Easement Area and (4) repair any damage to the Easement Area caused by the contractors, or any of their subcontractors, removal of vegetation excepted (unless the same was previously covered with grass, in which event grass shall be planted in the damaged or disturbed areas).

8. This Easement shall run with the land and shall be binding upon the parties hereto, their successors in interest and any assigns, all purchasers of the land described in Exhibit "A", and persons or entities acquiring any right, title or interest in the land described in Exhibit "A".

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

Signed in the presence of these witnesses:

AVE MARIA MASTER ASSOCIATION, INC.,
a Florida not-for-profit corporation

Witness: _____
Print Name: _____

By: _____
David Genson, President

Witness: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me ____ in person or ____ by online notary on this ____ day of November, 2023, by David Genson, as President of Ave Maria Master Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is [] personally known to me or [] who has produced _____ as identification.

[SEAL]

Notary Public
Print Name: _____
My Commission Expires: _____

GRANTEE:

AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT,
a local unit of special purpose government
established pursuant to Fla. Stat. Ch. 189,
located in Collier County, FL

Witness #1

Printed Name of Witness #1

Witness #2

Printed Name of Witness #2

By: _____
_____, as _____

ATTESTATION OF DISTRICT MANAGER:

By: _____
Todd Wodraska, District Manager

STATE OF FLORIDA

COUNTY OF _____

The foregoing was acknowledged before me this _____ day of _____, 2023, by _____, as Chair of a local unit of special purpose government established pursuant to Fla. Stat. Ch. 189, located in Collier County, FL, who is signing on behalf of the District and (____) who is personally known to me or (____) who produced a driver's license as identification.

(Notary Seal)

Notary Public
Printed Name: _____
My Commission Expires: _____

Exhibit "A"

Legal Description and Sketch of Temporary Easement Area

[See attached]

This Instrument Prepared
without opinion of title by:
Matthew L. Grabinski, Esq.
COLEMAN, YOVANOVICH
& KOESTER, P.A.
4001 Tamiami Trail N., #300
Naples, Florida 34103
239-435-3535

GRANT OF TEMPORARY CONSTRUCTION EASEMENT TO AMSCD

[RE: Anthem Parkway Phase 5 Work]

THIS INDENTURE (this “Easement”) is made and entered into this ____ day November of 2023, by and between, PULTE HOME COMPANY, LLC, a Michigan limited liability company (“Grantor”) and AVE MARIA STEWARDSHIP COMMUNITY DISTRICT, its successors and assigns (the “Grantee”).

WITNESSETH:

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a non-exclusive temporary construction easement situated in Collier County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof (the “Easement Area”).

2. The GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to use the Easement Area for access and construction staging for the purpose of effectuating the construction, re-grading, placement of fill and/or placement of pavement, drainage, or other infrastructure within lands located adjacent to the Easement Area. The GRANTEE, as the holder of this temporary Easement, shall have the right to delegate (on a non-exclusive basis) its rights hereunder to its contractors or other private parties, for the purpose of effectuating the construction and installation of drainage and/or utility facilities on lands adjacent to the Easement Area.

3. **The Easement granted hereby is temporary in nature, and shall automatically terminate and be of no further force or effect on the date that is eighteen (18) months after the date this Easement is first recorded in the public records of Collier County, Florida.**

4. Subject to any pre-existing easements and other recorded instruments covering the Easement Area described, GRANTOR covenants that it is lawfully seized and possessed of the Easement Area , has good and lawful right and power to grant this Easement.

5. The GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

6. The GRANTEE shall be responsible for the removal and satisfaction of any and all liens that may be filed against the Easement Area as a result of actions by or on behalf of the GRANTEE. It is also acknowledge and agreed that GRANTEE will place and grade fill within the Easement Area, and that GRANTEE shall not be required to remove such graded fill from the Easement Area.

7. Any contractors utilized by the GRANTEE in connection with activities undertaken in connection with this Easement shall be obligated under their respective contracts to: (1) obtain and provide to GRANTOR evidence of comprehensive general liability insurance and auto liability insurance with minimum limits of coverage in the amount of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, bodily and property damage combined; (2) list GRANTOR as additional insured under such contractor's liability insurance; (3) provide certificates of the required insurance prior to conducting any activities within the Easement Area and maintain the required insurance at all times while conducting activities within the Easement Area and (4) repair any damage to the Easement Area caused by the contractors, or any of their subcontractors, removal of vegetation excepted (unless the same was previously covered with grass, in which event grass shall be planted in the damaged or disturbed areas).

8. This Easement shall run with the land and shall be binding upon the parties hereto, their successors in interest and any assigns, all purchasers of the land described in Exhibit "A", and persons or entities acquiring any right, title or interest in the land described in Exhibit "A".

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

Signed in the presence of these witnesses:

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

Witness: _____
Print Name: _____

By: _____
Print Name: _____
Title: _____

Witness: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me ____ in person or ____ by online notary on this ____ day of November, 2023, by _____, as _____ of Pulte Home Company, LLC, a Michigan limited liability company, who is ☐ personally known to me or ☐ who has produced _____ as identification.

[SEAL]

Notary Public
Print Name: _____
My Commission Expires: _____

GRANTEE:

AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT,
a local unit of special purpose government
established pursuant to Fla. Stat. Ch. 189,
located in Collier County, FL

Witness #1

Printed Name of Witness #1

Witness #2

Printed Name of Witness #2

By: _____
_____, as _____

ATTESTATION OF DISTRICT MANAGER:

By: _____
Todd Wodraska, District Manager

STATE OF FLORIDA

COUNTY OF _____

The foregoing was acknowledged before me this _____ day of _____, 2023, by _____, as Chair of a local unit of special purpose government established pursuant to Fla. Stat. Ch. 189, located in Collier County, FL, who is signing on behalf of the District and (____) who is personally known to me or (____) who produced a driver's license as identification.

(Notary Seal)

Notary Public
Printed Name: _____
My Commission Expires: _____

Exhibit "A"

Legal Description and Sketch of Temporary Easement Area

[See attached]

This Instrument Prepared
without opinion of title by:
Matthew L. Grabinski, Esq.
COLEMAN, YOVANOVICH
& KOESTER, P.A.
4001 Tamiami Trail N., #300
Naples, Florida 34103
239-435-3535

GRANT OF TEMPORARY CONSTRUCTION EASEMENT TO AMSCD

[RE: Anthem Parkway Phase 5 Work]

THIS INDENTURE (this “Easement”) is made and entered into this ____ day November of 2023, by and between, AVE MARIA DEVELOPMENT, LLLP, a Florida limited liability limited partnership (“Grantor”) and AVE MARIA STEWARDSHIP COMMUNITY DISTRICT, its successors and assigns (the “Grantee”).

WITNESSETH:

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a non-exclusive temporary construction easement situated in Collier County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof (the “Easement Area”).

2. The GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to use the Easement Area for access and construction staging for the purpose of effectuating the construction, re-grading, placement of fill and/or placement of pavement, drainage, or other infrastructure within lands located adjacent to the Easement Area. The GRANTEE, as the holder of this temporary Easement, shall have the right to delegate (on a non-exclusive basis) its rights hereunder to its contractors or other private parties, for the purpose of effectuating the construction and installation of drainage and/or utility facilities on lands adjacent to the Easement Area.

3. **The Easement granted hereby is temporary in nature, and shall automatically terminate and be of no further force or effect on the date that is eighteen (18) months after the date this Easement is first recorded in the public records of Collier County, Florida.**

4. Subject to any pre-existing easements and other recorded instruments covering the Easement Area described, GRANTOR covenants that it is lawfully seized and possessed of the Easement Area , has good and lawful right and power to grant this Easement.

5. The GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

6. The GRANTEE shall be responsible for the removal and satisfaction of any and all liens that may be filed against the Easement Area as a result of actions by or on behalf of the GRANTEE. It is also acknowledge and agreed that GRANTEE will place and grade fill within the Easement Area, and that GRANTEE shall not be required to remove such graded fill from the Easement Area.

7. Any contractors utilized by the GRANTEE in connection with activities undertaken in connection with this Easement shall be obligated under their respective contracts to: (1) obtain and provide to GRANTOR evidence of comprehensive general liability insurance and auto liability insurance with minimum limits of coverage in the amount of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, bodily and property damage combined; (2) list GRANTOR as additional insured under such contractor's liability insurance; (3) provide certificates of the required insurance prior to conducting any activities within the Easement Area and maintain the required insurance at all times while conducting activities within the Easement Area and (4) repair any damage to the Easement Area caused by the contractors, or any of their subcontractors, removal of vegetation excepted (unless the same was previously covered with grass, in which event grass shall be planted in the damaged or disturbed areas).

8. This Easement shall run with the land and shall be binding upon the parties hereto, their successors in interest and any assigns, all purchasers of the land described in Exhibit "A", and persons or entities acquiring any right, title or interest in the land described in Exhibit "A".

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

Signed in the presence of these witnesses:

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

Witness: _____
Print Name: _____

By: BARRON COLLIER CORPORATION,
a Florida corporation, its Managing Partner

Witness: _____
Print Name: _____

By: _____
Name: Brian Goguen
Title: Vice President

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me ____ in person or ____ by online notary on this ____ day of November, 2023, by Brian Goguen, Vice President of Barron Collier Corporation, a Florida corporation, on behalf of Ave Maria Development, LLLP, a Florida limited liability limited partnership, who is ☐ personally known to me or ☐ who has produced _____ as identification.

[SEAL]

Notary Public
Print Name: _____
My Commission Expires: _____

Signed in the presence of these witnesses:

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

Witness: _____
Print Name: _____

By: NUA BAILE, LLC,
a Florida limited liability company,
a general partner

Witness: _____
Print Name: _____

By: _____
Name: Paul R. Roney
Title: President

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me ____ in person or ____ by online notary on this _____ day of November, 2023, by Paul R. Roney, as President of NUA BAILE, LLC, a Florida limited liability company, on behalf of Ave Maria Development, LLLP, a Florida limited liability limited partnership, who is [] personally known to me or [] who has produced _____ as identification.

[SEAL]

Notary Public
Print Name: _____
My Commission Expires: _____

GRANTEE:

AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT,
a local unit of special purpose government
established pursuant to Fla. Stat. Ch. 189,
located in Collier County, FL

Witness #1

Printed Name of Witness #1

Witness #2

Printed Name of Witness #2

By: _____
_____, as _____

ATTESTATION OF DISTRICT MANAGER:

By: _____
Todd Wodraska, District Manager

STATE OF FLORIDA

COUNTY OF _____

The foregoing was acknowledged before me this _____ day of _____, 2023, by _____, as Chair of a local unit of special purpose government established pursuant to Fla. Stat. Ch. 189, located in Collier County, FL, who is signing on behalf of the District and (____) who is personally known to me or (____) who produced a driver's license as identification.

(Notary Seal)

Notary Public
Printed Name: _____
My Commission Expires: _____

Exhibit "A"

Legal Description and Sketch of Temporary Easement Area

[See attached]

Prepared By: Engineering Department

Lee County Electric Cooperative, Inc.
Post Office Box 3455
N. Ft. Myers, FL 33918-3455

WO #400767962

PARCEL ID 00138560616, 22671400305 and 00138602202

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the District School Board of Collier County, Florida, whose post office address is 5775 Osceola Trail, Naples, Florida 34109-0919, and

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT, whose post office address is 2600 Golden Gate Parkway, Naples, Florida 34105, and

AVE MARIA DEVELOPMENT, LLLP, a Florida limited liability limited partnership, whose post office address is 2600 Golden Gate Parkway, Naples, Florida 34105, and

BARRON COLLIER PARTNERSHIP, LLLP, a Florida limited liability limited partnership, and AMULT, LLC, a Florida limited liability Company, as tenants in common, whose respective post office addresses are 2600 Golden Gate Parkway, Naples, Florida 34105 and 5050 Ave Maria Blvd., Suite 356, Ave Maria, Florida 34142-9505,

collectively as Grantors,

in consideration of the **sum of TEN (\$10.00) dollars** and other valuable considerations, receipt of which is hereby acknowledged, does hereby grant to **Lee County Electric Cooperative, Inc.**, a Florida not for profit corporation, as Grantee, whose post office address is **Post Office Box 3455, North Fort Myers, Florida 33918**, and to its successors and assigns (the term "assigns" meaning any person, firm, or corporation owning by way of assignment all rights under this Agreement or a portion of such rights, with the Grantee or its other assigns retaining and exercising the other rights), a non exclusive temporary easement for a right-of-way to be used for the construction, operation, and maintenance of one or more overhead and underground electric distribution or transmission lines, including, but not limited to, wires, poles, cables, conduits, anchors, guys, and roads, trails, and equipment associated therewith, attachments and appurtenant equipment for fiber optic telecommunications and television purposes (all of the foregoing hereinafter referred to as "facilities"), over, under, in, on, upon, and across the lands of the Grantor situated in the **County of Collier and State of Florida** and being more particularly described as follows:

SEE ATTACHED SKETCH & DESCRIPTION OF PART OF THE NORTH HALF

OF SECTIONS 32 AND 33, TOWNSHIP 47 SOUTH, RANGE 29 EAST,
COLLIER COUNTY, FLORIDA.

This is a temporary easement, and this temporary easement and all rights of Grantee hereunder shall automatically terminate and be of no further force or effect upon completion of construction of the work by Grantee; after such work is completed and upon the written request of Grantor, Grantee shall execute (in recordable form) a written confirmation that this temporary easement has terminated.

together with the right and privilege from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove, or relocate such facilities or any part of them upon, across, over, or under the right-of-way described above with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the purposes described herein, including, but not limited to, the right to trim, spray, cut, and keep clear all trees and undergrowth and other obstructions within said right-of-way and on lands of Grantor adjacent to said right-of-way that may interfere with the proper construction, operation, and maintenance of such facilities or any part of them, the right to mark the location of any underground facilities by above-ground markers and other suitable markers, and the right of ingress and egress for Grantee, over the adjoining lands of the Grantor, for the purpose of exercising and enjoying the rights granted by this temporary easement and any or all of the rights granted hereunder.

By the execution and delivery hereof, Grantor so expressly agrees that no portion of the right-of-way shall be excavated, altered, obstructed, improved, surfaced, or paved without the prior written permission of the Grantee, or its successors or assigns, and no building, well, irrigation system, drainage system, structure, obstruction, or improvement (including any improvements for recreational activities) shall be located, constructed, maintained, or operated over, under, upon, or across said right-of-way by the Grantor, or the heirs, personal representatives, successors or assigns of Grantor.

By the execution hereof, Grantor covenants that it has the right to convey this temporary easement and that the Grantee and its successors and assigns shall have quiet and peaceful possession, use, and enjoyment of this temporary easement and the rights granted hereby.

(Signature Pages to Follow)

IN WITNESS WHEREOF, the Grantor has executed this Temporary Easement this _____ day of _____ 20__.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

**District School Board of Collier County,
Florida**

First Witness (Signature)

By: _____

Printed, Typed, or Stamped Name of
First Witness

Erick Carter, School Board Chair
Printed, Typed, or Stamped Name

Second Witness (Signature)

Attest: _____
Dr. Leslie C. Ricciardelli, Superintendent

Printed, Typed, or Stamped Name of
Second Witness

Approved as to Form & Legal Sufficiency:

By: _____
Jon Fishbane, District General Counsel

ACKNOWLEDGEMENT

STATE OF FLORIDA _____
COUNTY OF COLLIER _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ on-line notarization this _____ day of _____ - _____ 20__, by **Erick Carter, as the Chair of the District School Board of Collier County Florida, on behalf of the School District.** Who is personally known to me or has produced _____ as identification.

(NOTARIAL SEAL)

Signature of Notary Public

Name of Notary Public, Printed or Stamped
My commission expires: _____

IN WITNESS WHEREOF, the Grantor has signed these presents to be effective the day and year first written above.

Signed in the presence of these
witnesses:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

Witness: _____
Print Name: _____

By: _____
Print Name: _____
Title: _____

Witness: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 202_, by Thomas Peek, as Chairperson of the Board of Supervisors of Ave Maria Stewardship Community District, for and on behalf of the District. He [____] is personally known to me or [____] produced _____ as identification.

Print Name: _____
Notary Public, State of Florida

IN WITNESS WHEREOF, the Grantor has signed these presents to be effective the day and year first written above.

Signed in the presence of these
witnesses:

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

Witness: _____
Print Name: _____

By: BARRON COLLIER CORPORATION,
a Florida corporation, its Managing Partner

Witness: _____
Print Name: _____

By: _____
Name: Brian Goguen
Title: Vice President

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me ____ in person or ____ by online notary on this ____ day of _____, 202_, by Brian Goguen, as Vice President of Barron Collier Corporation, a Florida corporation, Managing Partner of Ave Maria Development, LLLP, a Florida limited liability limited partnership, who is [] personally known to me or [] who has produced _____ as identification..

Notary Public
Print Name: _____
My Commission Expires:

IN WITNESS WHEREOF, the Grantor has signed these presents to be effective the day and year first written above.

Signed in the presence of these witnesses: **BARRON COLLIER PARTNERSHIP, LLLP**, a
Florida limited liability limited partnership, as a tenant in
common with AMULT, LLC

Witness: _____
Print Name: _____

Witness: _____
Print Name: _____

By: **Barron Collier Management, LLC**,
a Florida limited liability company

Its: General Partner

By: _____
Jeff Sonalia, Chief Financial Officer

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me ____ in person or ____ by online notary
on this _____ day of _____, 202_, by Jeff Sonalia, as Chief Financial Officer of Barron
Collier Management, LLC, a Florida limited liability company, General Partner of Barron
Collier Partnership, LLLP, a Florida limited liability limited partnership, on behalf of said
partnership, who [] is personally known to me or [] has produced
_____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

Signed in the presence of these witnesses:

Witness: _____

Print Name: _____

Witness: _____

Print Name: _____

BARRON COLLIER PARTNERSHIP, LLLP, a
Florida limited liability limited partnership, as a tenant in
common with AMULT, LLC

By: **Barron Collier Management, LLC**,
a Florida limited liability company
Its: General Partner

By: _____

Brian Goguen, Chief Investment Officer

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me ____ in person or ____ by online notary on
this _____ day of _____, 202_, by Brian Goguen, as Chief Investment Officer of Barron
Collier Management, LLC, a Florida limited liability company, General Partner of Barron
Collier Partnership, LLLP, a Florida limited liability limited partnership, on behalf of said
partnership, who [] is personally known to me or [] has produced
_____ as identification.

Notary Public

Print Name: _____

My Commission Expires: _____

IN WITNESS WHEREOF, the Grantor has signed these presents to be effective the day and year first written above.

Signed in the presence of these
witnesses:

AMULT, LLC, a Florida limited liability company, as a
tenant in common with Barron Collier Partnership, LLLP

Witness: _____
Print Name: _____

By: Ave Maria University Land Trust, Inc., Managing
Member

Witness: _____
Print Name: _____

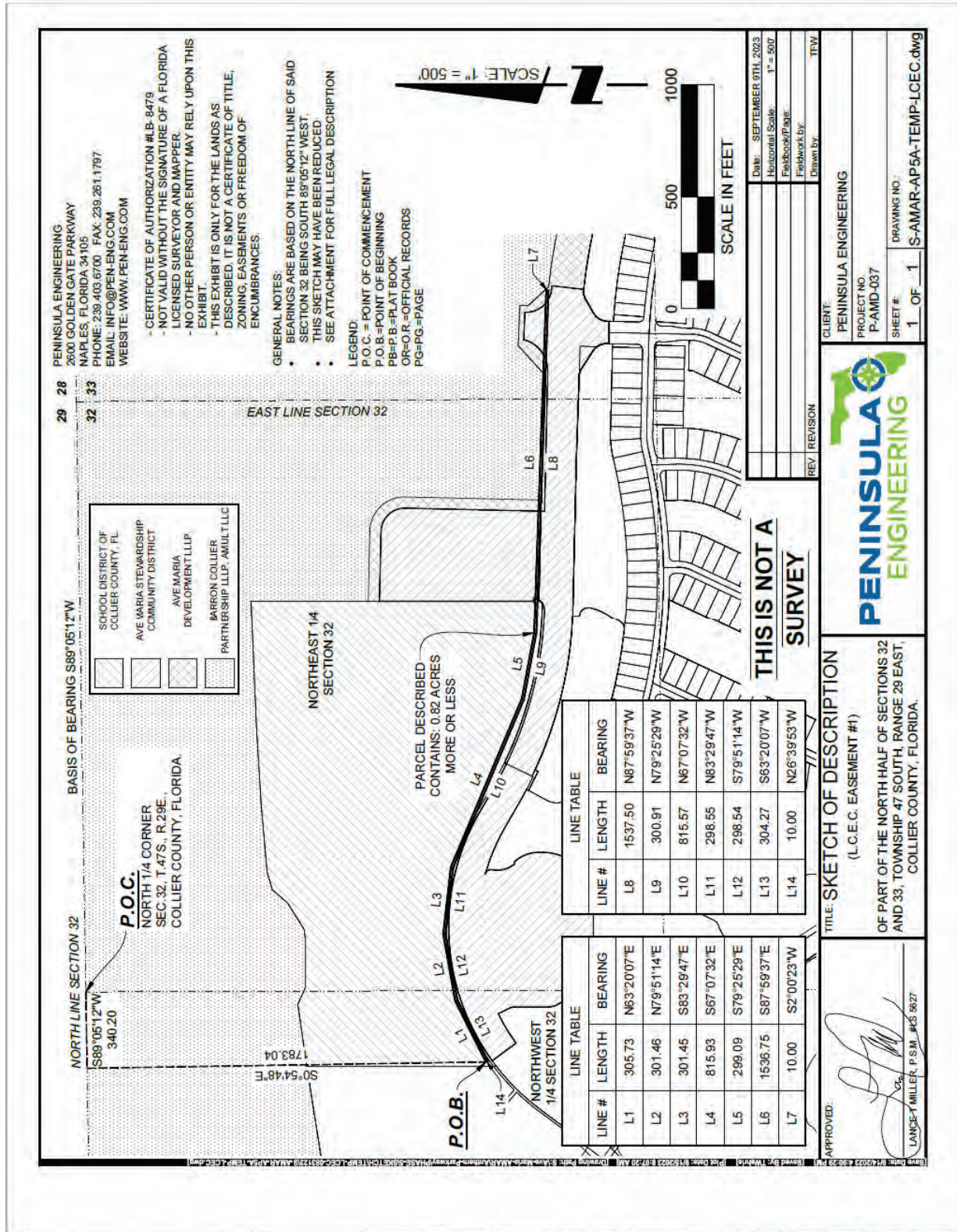
By: _____
Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me ____ in person or ____ by online notary on this _____
__ day of _____, 202_, by _____, as _____ of
Ave Maria University Land Trust, Inc., managing member of AMULT, LLC, a Florida limited liability
company, who is personally known to me or who has produced _____ as
identification.

Notary Public
Print Name: _____
My Commission Expires:

Exhibit "A"





LEGAL DESCRIPTION
OF PART OF THE NORTH HALF OF
SECTIONS 32 AND 33, TOWNSHIP 47 SOUTH, RANGE 29 EAST,
COLLIER COUNTY, FLORIDA.
(TEMPORARY LEE COUNTY ELECTRIC COOPERATIVE (L.C.E.C.) EASEMENT #1)

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 32, TOWNSHIP 47 SOUTH, RANGE 29 EAST;

THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32 SOUTH 89°05'12" WEST 340.20 FEET;

THENCE LEAVING SAID LINE SOUTH 00°54'48" EAST 1,783.04 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 63°20'07" EAST 305.73 FEET;

THENCE NORTH 79°51'14" EAST 301.46 FEET;

THENCE SOUTH 83°29'47" EAST 301.45 FEET;

THENCE SOUTH 67°07'32" EAST 815.57 FEET;

THENCE SOUTH 79°25'29" EAST 299.09 FEET;

THENCE SOUTH 87°59'37" EAST 1,536.75 FEET;

THENCE SOUTH 02°00'23" WEST 10.00 FEET;

THENCE NORTH 87°59'37" WEST 1,537.50 FEET;

THENCE NORTH 79°25'29" WEST 300.91 FEET;

THENCE NORTH 67°07'32" WEST 815.57 FEET;

THENCE NORTH 83°29'47" WEST 298.55 FEET;

THENCE SOUTH 79°51'14" WEST 298.54 FEET;

THENCE SOUTH 63°20'07" WEST 304.27 FEET;

THENCE NORTH 26°39'53" WEST 10.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.82 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS ARE BASED ON THE NORTH LINE OF SAID SECTION 32 BEING SOUTH 89°05'12" WEST.

LANCE T MILLER, P.S.M. #LS5627

CERTIFICATE OF AUTHORIZATION #LB-8479

REFERENCE: S:\Ave-Maria-AMAR\Anthem-Parkway\PHASE-5\SKETCH\TEMP-LCEC-083123\ S-AMAR-AP5A-TEMP-LCEC.dwg (SK-01)

September 7th, 2023

DATE OF SURVEY

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

NOVEMBER 2023

Project Name	Date appeared on List	Start Date	End Date	Est. Cost	% Complete	Responsible Party	Comments
Anthem Parkway Phase 5A (Starts at North park to Avalon)	06/07/2022	2 nd Quarter 2023	TBD	Costs being reviewed	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)	06/07/2022	3 rd Quarter 2023	TBD	Costs being reviewed	0%	Andrew Karmeris (District)	Environmental permits expected June 2024
Apron at Owens roundabout & vet handicap parking spot	06/06/2023	May 2023	Design Plans 11/30/23	TBD	0%	Ted Tryka (District)	Plan and permitting to be completed by the end of the year.
Additional Landscaping on Milano	07/11/2023	August 2023	Oct 2023	Expected to have pricing by end October	0%	David Genson (AMD)	AMD is working on pricing and expected.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

Parking on District Roads	09/13/2022	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.
Town Core Striping and Flashing Signs	09/13/2022	01/2023	9/15/23	\$188,000	98%	Ted Tryka (District)	2 Parking Spots Remain. Construction Equipment signs have been ordered to block off spots.
Asset Management (Placeholder for FY24)	11/01/2022	March 2023	June 2023	\$50,000	FY 23 – 100%	Sal DeAngelo (District)	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)	11/01/2022	TBD	N/A	TBD	TBD	David Genson (AMD)	Rate Adjustment presentation expected at Fall 2023 meeting.
Front Fountain (Letters)	04/04/2023	N/A	Oct 2023	\$22,000	80%	Donny Diaz	Fountain is operational. Letters contract was approved expected to start in August 2023.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

National Gate monitoring	05/02/2023	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.
Sign at Oil Well Road/ Lighting Project	10/03/2023	Spring 2024	TBD	\$430,000	0%	Ted Tryka (District)	Proposals to be requested from prequalified contractors.

RESOLUTION NO. 2023-25

A RESOLUTION OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ADOPTING A REVISED AMENDED FISCAL YEAR 2022/2023 BUDGET ADMINISTRATION, OPERATION AND MAINTENANCE AND DEBT.

WHEREAS, the Board of Supervisors of the Ave Maria Stewardship Community District (hereinafter called District) is empowered to impose special assessments upon the properties within the District; and,

WHEREAS, the District Manager has prepared a Revised Amended Budget for fiscal year 2022/202 for the administration, operation and maintenance and debt of the District.

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

Section 1. The Revised Amended Budget for Fiscal Year 2022/2023 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 7th day of November, 2023.

ATTEST:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairman/Vice Chairman

Ave Maria Stewardship Community District

**Amended Final Budget For
Fiscal Year 2022/2023
October 1, 2022 - September 30, 2023**

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT FY 2022/2023 AMENDED FINAL BUDGET

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AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
OPERATING FUND
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 ANNUAL BUDGET	FISCAL YEAR 2022/2023 AMENDED FINAL BUDGET	YEAR TO DATE ACTUALS 10/1/2022 - 9/29/2023	DIFFERENCE BETWEEN ACTUALS AND ANNUAL BUDGET
REVENUES				
O & M ASSESSMENTS	2,152,573	2,156,850	2,156,850	4,277
DEBT ASSESSMENTS	4,575,451	4,577,197	4,577,197	1,746
DEVELOPER CONTRIBUTION FOR O & M	1,533,332	2,100,000	2,044,269	510,937
DEVELOPER CONTRIBUTION FOR DEBT	1,897,382	1,577,362	1,577,362	(320,020)
DEVELOPER CONTRIBUTION - OTHER	0	102,692	102,692	102,692
OTHER REVENUES	0	0	0	-
INTEREST INCOME	0	31,328	31,328	31,328
TOTAL REVENUES	\$ 10,158,738	\$ 10,545,429	\$ 10,489,698	330,960
EXPENDITURES				
ADMINISTRATIVE EXPENDITURES				
SUPERVISORS FEES	8,000	7,600	7,600	400
PAYROLL TAX EXPENSE	612	581	581	31
ENGINEERING	55,000	95,000	90,442	(35,442)
MANAGEMENT	84,000	83,037	83,037	963
LEGAL	75,000	100,000	88,774	(13,774)
ASSESSMENT ROLL	15,000	20,000	20,000	(5,000)
AUDIT FEES	18,100	20,300	20,300	(2,200)
ARBITRAGE REBATE FEE	3,250	3,900	3,900	(650)
TRAVEL & LODGING	4,000	8,000	7,127	(3,127)
INSURANCE	37,000	39,973	39,973	(2,973)
LEGAL ADVERTISING	8,000	12,000	10,890	(2,890)
MISCELLANEOUS	6,000	3,000	945	5,055
POSTAGE	2,000	2,975	2,939	(939)
OFFICE SUPPLIES	3,500	5,600	5,529	(2,029)
DUES, LICENSE, & SUBSCRIPTIONS	500	175	175	325
MISCELLANEOUS FILINGS, NOTICES, ETC.	500	0	0	500
WEBSITE HOSTING FEES	2,500	2,625	2,625	(125)
TRUSTEE FEES	35,000	39,272	39,272	(4,272)
CONTINUING DISCLOSURE FEE	12,000	9,000	9,000	3,000
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 369,962	\$ 453,038	\$ 433,109	\$ (63,147)
MAINTENANCE EXPENDITURES				
MAINTENANCE	3,154,500	3,683,229	3,479,700	(325,200)
CAPITAL OUTLAY	0	102,692	102,692	(102,692)
TOTAL MAINTENANCE EXPENDITURES	\$ 3,154,500	\$ 3,785,921	\$ 3,582,392	\$ (427,892)
TOTAL EXPENDITURES	\$ 3,524,462	\$ 4,238,959	\$ 4,015,501	(491,039)
EXCESS OR (SHORTFALL)	\$ 6,634,276	\$ 6,306,470	\$ 6,474,197	160,079
BOND PAYMENTS	\$ (6,129,674)	\$ (5,891,492)	\$ (5,891,492)	238,182
BALANCE	\$ 504,602	\$ 414,978	\$ 582,705	(78,103)
COUNTY APPRAISER & TAX COLLECTOR FEE	(235,481)	(155,502)	(155,502)	79,979
DISCOUNTS FOR EARLY PAYMENTS	(269,121)	(257,356)	(257,356)	11,765
NET EXCESS/ (SHORTFALL)	\$ -	\$ 2,120	\$ 169,847	(169,847)

FUND BALANCE (LESS RESERVE) AS OF 9/30/22
FY 2022/2023 ACTIVITY
FUND BALANCE (LESS RESERVE) AS OF 9/30/23

\$ 103,438
\$ 2,120
\$ 105,558

Note: Reserve Fund Balance As Of 9-30-23 is \$297,148.

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
MAINTENANCE
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 ANNUAL BUDGET	FISCAL YEAR 2022/2023 AMENDED FINAL BUDGET	YEAR TO DATE ACTUALS 10/1/2022 - 9/29/2023	DIFFERENCE BETWEEN ACTUALS AND ANNUAL BUDGET
MAINTENANCE EXPENDITURES				
IRRIGATION REPAIR	95,000	180,000	175,095	(80,095)
MISCELLANEOUS MAINTENANCE	50,000	115,000	111,465	(61,465)
ELECTRIC (STREETLIGHTS, LANDSCAPE)	85,000	120,000	117,030	(32,030)
STREET SWEEPING	1,000	0	0	1,000
STRIPING & TRAFFIC MARKINGS	100,000	192,000	187,838	(87,838)
STREET LIGHT MAINTENANCE	110,000	156,000	151,267	(41,267)
SIDEWALK / CURB REPAIRS	150,000	181,000	175,850	(25,850)
LANDSCAPE MAINTENANCE (ROADWAY, ENTRIES):	30,000	27,500	25,313	4,687
MAINTENANCE CONTRACTS	630,000	745,000	716,727	(86,727)
TREE TRIMMING	146,000	130,000	123,463	22,537
STORM CLEANUP	25,000	0	0	25,000
STORM CLEANUP - ELECTRIC	25,000	0	0	25,000
STORM CLEANUP - LANDSCAPING	25,000	61,420	61,420	(36,420)
PLANT REPLACEMENT	90,000	187,000	182,816	(92,816)
MULCH & MISCELLANEOUS	140,000	162,000	157,348	(17,348)
WATER MANAGEMENT & DRAINAGE	4,000	4,000	3,600	400
ENTRY FEATURE WATER	4,500	8,000	7,363	(2,863)
MISCELLANEOUS UTILITIES	0	17	17	(17)
IRRIGATION WATER	85,000	115,065	115,065	(30,065)
FOUNTAIN MAINTENANCE	25,000	83,000	78,836	(53,836)
RODENT/PEST CONTROL	8,000	17,500	15,900	(7,900)
EQUIPMENT REPAIR	8,000	2,750	2,308	5,692
SIGNAGE REPAIR	15,000	24,000	21,660	(6,660)
STORM DRAIN CLEANING	50,000	36,000	31,301	18,699
DRAINAGE / LAKE MAINTENANCE/ LITTORALS	75,000	57,000	53,512	21,488
AERATORS	2,000	500	0	2,000
PRESERVE MAINTENANCE	60,000	95,000	90,862	(30,862)
SMALL TOOLS	3,500	11,500	11,001	(7,501)
MISCELLANEOUS REPAIRS	0	26,186	26,186	(26,186)
VEHICLE LEASE / FUEL / REPAIRS (MAINT TECH)	20,000	24,200	23,139	(3,139)
MOSQUITO CONTROL	500,000	410,000	358,833	141,167
TEMP FIRE FACILITY OPERATING COSTS	90,000	80,000	80,000	10,000
MISCELLANEOUS OFFICE UTILITIES	0	622	622	(622)
MAINTENANCE TECHNICIANS	110,000	33,749	33,749	76,251
BASE MANAGEMENT FEE	20,000	21,483	21,483	(1,483)
ADMIN PAYROLL	55,000	43,860	43,860	11,140
ASSET MANAGER	50,000	10,000	0	50,000
LANDSCAPING PH 2 CAPITAL PROJECT	225,000	210,000	195,294	29,706
FIELD OPERATIONS	0	69,377	69,377	(69,377)
TOTAL MAINTENANCE EXPENDITURES	\$ 3,112,000	\$ 3,640,729	\$ 3,469,600	(357,600)
RESERVE FUND	27,500	27,500	0	27,500
CONTINGENCY FUND	15,000	15,000	10,100	4,900
TOTAL	\$ 3,154,500	\$ 3,683,229	\$ 3,479,700	(325,200)

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2019
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 ANNUAL BUDGET	FISCAL YEAR 2022/2023 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2022 - 9/29/2023
REVENUES			
Interest Income (2019)	500	28,327	28,227
Net NAV Collection (2019)	1,368,371	1,393,004	1,393,004
Prepaid Bond Collection (2019)	0	8,769	8,769
Total Revenues	\$ 1,368,871	\$ 1,430,100	\$ 1,430,000
EXPENDITURES			
Principal Payments (2019)	920,000	920,000	920,000
Interest Payments (2019)	448,394	457,381	457,381
Extraordinary Principal Payments (2019)	477	15,000	15,000
Total Expenditures	\$ 1,368,871	\$ 1,392,381	\$ 1,392,381
Net Excess/ (Shortfall)	\$ -	\$ 37,719	\$ 37,619

FUND BALANCE AS OF 9/30/22	\$685,104
FY 2022/2023 ACTIVITY	\$37,719
FUND BALANCE AS OF 9/30/23	\$722,823

Notes

Reserve Fund Balance = \$342,563*. Revenue Fund Balance = \$376,762*.

Prepayment Fund Balance = \$3,498*.

Revenue Account Balance To Be Used To Make 11/1/2023 Interest Payment Of \$219,278.

* Approximate Amounts

Series 2019 Bond Refunding Information

Original Par Amount =	\$20,310,000	Annual Principal Payments Due:
Interest Rate =	2.00% - 3.00%	May 1st
Issue Date =	June 2019	Annual Interest Payments Due:
Maturity Date =	May 2038	May 1st & November 1st
Par Amount As Of 9/30/23 =	\$16,705,000	

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2022A
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 ANNUAL BUDGET	FISCAL YEAR 2022/2023 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2022 - 9/29/2023
REVENUES			
Interest Income (2022A)	100	43,478	43,378
Net NAV Collection (2022A)	1,643,963	1,675,918	1,675,918
Developer Contribution (2022A)	0	0	0
Total Revenues	\$ 1,644,063	\$ 1,719,396	\$ 1,719,296
EXPENDITURES			
Principal Payments (2022A)	820,000	820,000	820,000
Extraordinary Principal Payments (2022A)	4,888	0	0
Interest Payments (2022A)	819,175	830,963	830,963
Total Expenditures	\$ 1,644,063	\$ 1,650,963	\$ 1,650,963
Net Excess/ (Shortfall)	\$ -	\$ 68,433	\$ 68,333

FUND BALANCE AS OF 9/30/22	\$1,237,198
FY 2022/2023 ACTIVITY	\$68,433
FUND BALANCE AS OF 9/30/23	\$1,305,631

Notes

Reserve Fund Balance = \$821,715*. Revenue Fund Balance = \$483,916*.

Revenue Fund Balance To Be Used To Make 11/1/2023 Interest Payment Of \$403,694.

* Approximate Amounts

Series 2022 Refunding Bond Information

Original Par Amount =	\$22,950,000	Annual Principal Payments Due:
Interest Rate =	2.875% - 4.00%	May 1st
Issue Date =	February 2022	Annual Interest Payments Due:
Maturity Date =	May 2042	May 1st & November 1st
Par Amount As Of 9/30/23 =	\$22,130,000	

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2015 (MAPLE RIDGE)
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 ANNUAL BUDGET	FISCAL YEAR 2022/2023 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2022 - 9/29/2023
REVENUES			
Interest Income (2015)	100	9,542	9,442
Net NAV Collection (2015)	163,890	166,831	166,831
Prepaid Bond Collection (2015)	0	0	0
Total Revenues	\$ 163,990	\$ 176,373	\$ 176,273
EXPENDITURES			
Principal Payments (2015)	50,000	50,000	50,000
Extraordinary Principal Payments (2015)	1,171	0	0
Interest Payments (2015)	112,819	113,800	113,800
Total Expenditures	\$ 163,990	\$ 163,800	\$ 163,800
Net Excess/ (Shortfall)	\$ -	\$ 12,573	\$ 12,473

FUND BALANCE AS OF 9/30/22	\$242,127
FY 2022/2023 ACTIVITY	\$12,573
FUND BALANCE AS OF 9/30/23	\$254,700

Notes

Reserve Fund Balance = \$168,150*. Revenue Fund Balance = \$83,774*.

Prepayment Account Balance = \$2,776*

Revenue Fund Balance To Be Used To Make 11/1/2023 Interest Payment Of \$55,650.

* Approximate Amounts

Series 2015 Bond Information

Original Par Amount =	\$2,530,000	Annual Principal Payments Due:
Interest Rate =	5.000% - 5.375%	May 1st
Issue Date =	February 2015	Annual Interest Payments Due:
Maturity Date =	May 2045	May 1st & November 1st
Par Amount As Of 9/30/23 =	\$2,100,000	

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2016 BOND (MAPLE RIDGE)
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 ANNUAL BUDGET	FISCAL YEAR 2022/2023 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2022 - 9/29/2023
REVENUES			
Interest Income (2016 - Bond)	100	9,501	9,401
Net NAV Collection (2016 - Bond)	226,663	230,899	230,899
Prepaid Bond Collection (2016 - Bond)	0	0	0
Total Revenues	\$ 226,763	\$ 240,400	\$ 240,300
EXPENDITURES			
Principal Payments (16 - Bond)	60,000	60,000	60,000
Extraordinary Principal Payments (16 - Bond)	4,538	0	0
Interest Payments (16 - Bond)	162,225	163,800	163,800
Total Expenditures	\$ 226,763	\$ 223,800	\$ 223,800
Net Excess/ (Shortfall)	\$ -	\$ 16,600	\$ 16,500

FUND BALANCE AS OF 9/30/22
FY 2022/2023 ACTIVITY
FUND BALANCE AS OF 9/30/23

\$227,019
\$16,600
\$243,619

Notes

Reserve Fund Balance = \$113,297*. Revenue Fund Balance = \$130,288*.

Prepayment Account Balance = \$34*

Revenue Fund Balance To Be Used To Make 11/1/2023 Interest Payment Of \$80,325.

* Approximate Amounts

Series 2016 Bond Information

Original Par Amount =	\$3,390,000	Annual Principal Payments Due:
Interest Rate =	5.25%	May 1st
Issue Date =	October 2016	Annual Interest Payments Due:
Maturity Date =	May 2047	May 1st & November 1st
Par Amount As Of 9/30/23 =	\$3,060,000	

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2018 BOND (MAPLE RIDGE)
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 ANNUAL BUDGET	FISCAL YEAR 2022/2023 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2022 - 9/29/2023
REVENUES			
Interest Income (2018)	100	5,202	5,102
Net NAV Collection (2018)	253,748	258,810	258,810
Prepaid Bond Collection (2018)	0	0	0
Total Revenues	\$ 253,848	\$ 264,012	\$ 263,912
EXPENDITURES			
Principal Payments (2018)	65,000	65,000	65,000
Extraordinary Principal Payments (2018)	490	0	0
Interest Payments (2018)	188,358	189,950	189,950
Total Expenditures	\$ 253,848	\$ 254,950	\$ 254,950
Net Excess/ (Shortfall)	\$ -	\$ 9,062	\$ 8,962

FUND BALANCE AS OF 9/30/22	\$211,396
FY 2022/2023 ACTIVITY	\$9,062
FUND BALANCE AS OF 9/30/23	\$220,458

Notes

Reserve Fund Balance = \$118,591*. Revenue Fund Balance = \$100,950*.

Revenue Fund Balance To Be Used To Make 11/1/2023 Interest Payment Of \$93,383.

Prepayment Account Balance = \$917*

* Approximate Amounts

Series 2018 Bond 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 9/30/23 =	\$3,530,000	

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2020 BOND (MAPLE RIDGE)
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 ANNUAL BUDGET	FISCAL YEAR 2022/2023 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2022 - 9/29/2023
REVENUES			
Interest Income (2020)	100	3,941	3,841
Net NAV Collection (2020)	207,616	211,869	211,869
Prepaid Bond Collection (2020)	0	0	0
Total Revenues	\$ 207,716	\$ 215,810	\$ 215,710
EXPENDITURES			
Principal Payments (2020)	60,000	60,000	60,000
Extraordinary Principal Payments (20)	2,003	0	0
Interest Payments (2020)	145,713	146,853	146,853
Transfer To Construction Fund (2020)	0	132	32
Total Expenditures	\$ 207,716	\$ 206,985	\$ 206,885
Net Excess/ (Shortfall)	\$ -	\$ 8,825	\$ 8,825

FUND BALANCE AS OF 9/30/22	\$156,523
FY 2022/2023 ACTIVITY	\$8,825
FUND BALANCE AS OF 9/30/23	\$165,348

Notes

Reserve Fund Balance = \$83,065*.

Revenue Account Balance = \$82,283*.

Revenue Account Balance To Be Used To Make 11/1/2023 Interest Payment Of \$72,286.

* Approximate Amounts

Series 2020 Bond 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 9/30/23 =	\$3,380,000	

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2021 BOND (AVE MARIA NATIONAL)
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 ANNUAL BUDGET	FISCAL YEAR 2022/2023 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2022 - 9/29/2023
REVENUES			
Interest Income (2021 - National)	0	12,094	11,994
Net NAV Collection (2021 - National)	185,033	188,399	188,399
Developer Contribution (2021 - National)	454,440	438,066	438,066
Prepaid Bond Collection (2021 - National)	0	0	0
Total Revenues	\$ 639,473	\$ 638,559	\$ 638,459
EXPENDITURES			
Principal Payments (2021 - National)	225,000	230,000	230,000
Interest Payments (2021 - National)	414,473	411,548	411,548
Transfer To Construction Fund (2021 - National)	0	0	0
Total Expenditures	\$ 639,473	\$ 641,548	\$ 641,548
Net Excess/ (Shortfall)	\$ -	\$ (2,989)	\$ (3,089)

FUND BALANCE AS OF 9/30/22	\$525,517
FY 2022/2023 ACTIVITY	(\$2,989)
FUND BALANCE AS OF 9/30/23	\$522,528

Notes

Reserve Fund Balance = \$319,744*.

Revenue Account Balance = \$202,784*.

Revenue Account Balance To Be Used To Make 11/1/2023 Interest Payment Of \$202,784.

* Approximate Amounts - Revenue Account Balance As Of 10/31/2023

Series 2021 (Ave Maria National) Bond 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 9/30/23 =	\$10,885,000	

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2021 BOND (MASTER)
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 ANNUAL BUDGET	FISCAL YEAR 2022/2023 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2022 - 9/29/2023
REVENUES			
Interest Income (2021 - Master)	100	11,394	11,294
Net NAV Collection (2021 - Master)	114,412	116,719	116,719
Developer Contribution (2021 - Master)	521,194	505,386	505,386
Prepaid Bond Collection (2021 - Master)	0	0	0
Total Revenues	\$ 635,706	\$ 633,499	\$ 633,399
EXPENDITURES			
Principal Payments (2021 - Master)	240,000	240,000	240,000
Interest Payments (2021 - Master)	395,706	398,406	398,406
Transfer To Construction Fund (2021 - Master)	0	0	0
Total Expenditures	\$ 635,706	\$ 638,406	\$ 638,406
Net Excess/ (Shortfall)	\$ -	\$ (4,907)	\$ (5,007)

FUND BALANCE AS OF 9/30/22	\$521,507
FY 2022/2023 ACTIVITY	(\$4,907)
FUND BALANCE AS OF 9/30/23	\$516,600

Notes

Reserve Fund Balance = \$320,097*.

Revenue Account Balance = \$196,503*.

Revenue Account Balance To Be Used To Make 11/1/2023 Interest Payment Of \$196,503.

* Approximate Amounts - Revenue Account Balance As Of 10/31/2023

Series 2021 (Master) Bond Information

Original Par Amount =	\$11,610,000	Annual Principal Payments Due:
Interest Rate =	2.25% - 4.0%	May 1st
Issue Date =	August 2021	Annual Interest Payments Due:
Maturity Date =	May 2052	May 1st & November 1st
Par Amount As Of 9/30/23 =	\$11,370,000	

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2021 BANS
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 ANNUAL BUDGET	FISCAL YEAR 2022/2023 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2022 - 9/29/2023
REVENUES			
Interest Income (2021 - BAN)	0	54,048	53,948
Transfer From Construction Fund (2021 - BAN)	0	9,993,120	9,993,120
Developer Contribution (2021 - BAN)	547,400	273,700	273,700
Bond Proceeds (2023)	0	5,266,657	5,266,657
Total Revenues	\$ 547,400	\$ 15,587,525	\$ 15,587,425
EXPENDITURES			
Principal Payments (2021 - BAN)	0	15,640,000	15,640,000
Interest Payments (2021 - BAN)	547,400	714,661	714,661
Transfer To Construction Fund (2021 - BAN)	0	53,649	53,549
Total Expenditures	\$ 547,400	\$ 16,408,310	\$ 16,408,210
Net Excess/ (Shortfall)	\$ -	\$ (820,785)	\$ (820,785)

FUND BALANCE AS OF 9/30/22
FY 2022/2023 ACTIVITY
FUND BALANCE AS OF 9/30/23

\$821,153
(\$820,785)
\$368

Notes

Interest Account Balance = \$368*. Construction Fund Balance = \$50,797*.

2021 BAN Paid In Full On 8/21/23.

FY 2022/2023 Capital Outlay = \$1,120,736.

Series 2021 BANS Information

Original Par Amount =	\$15,640,000	Annual Principal Payments Due:
Interest Rate =	3.50%	N/A
Issue Date =	August 2021	Annual Interest Payments Due:
Maturity Date =	May 2026	May 1st & November 1st
Par Amount As Of 9/30/23 =	\$0	2021 BAN Paid In Full On 8/21/23.

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2022 MAPLE RIDGE
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 ANNUAL BUDGET	FISCAL YEAR 2022/2023 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2022 - 9/29/2023
REVENUES			
Interest Income (2022)	100	7,781	7,681
Net NAV Collection (2022)	70,032	71,681	71,681
Developer Contribution (2022)	371,713	360,211	360,211
Prepaid Bond Collection (2022)	0	0	0
Total Revenues	\$ 441,845	\$ 439,673	\$ 439,573
EXPENDITURES			
Principal Payments (2022)	145,000	145,000	145,000
Interest Payments (2022)	296,845	296,845	296,845
Transfer To Construction Fund (2022)	0	14	14
Total Expenditures	\$ 441,845	\$ 441,859	\$ 441,859
Net Excess/ (Shortfall)	\$ -	\$ (2,186)	\$ (2,286)

FUND BALANCE AS OF 9/30/22	\$370,584
FY 2022/2023 ACTIVITY	(\$2,186)
FUND BALANCE AS OF 9/30/23	\$368,398

Notes

Reserve Fund Balance = \$222,150*. Revenue Account Balance = \$146,248*.

Revenue Account Balance To Be Used To Make 11/1/2023 Interest Payment Of \$146,248.

* Approximate Amounts - Revenue Account Balance As Of 10/31/2023

FY 2022/2023 Capital Outlay = \$4,540,741.

Series 2022 Bond Information

Original Par Amount =	\$7,775,000	Annual Principal Payments Due:
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 9/30/23 =	\$7,630,000	

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2023 (MASTER)
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023 ANNUAL BUDGET	FISCAL YEAR 2022/2023 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2022 - 9/29/2023
REVENUES			
Interest Income (2023)	0	3,774	3,674
Net NAV Collection (2023)	0	0	0
Developer Contribution (2023)	0	0	0
Prepaid Bond Collection (2023)	0	0	0
Bond Proceeds (2023)	0	887,799	887,799
Total Revenues	\$ -	\$ 891,573	\$ 891,473
EXPENDITURES			
Principal Payments (2023)	0	0	0
Interest Payments (2023)	0	0	0
Transfer To Construction Fund (2023)	0	0	0
Total Expenditures	\$ -	\$ -	\$ -
Net Excess/ (Shortfall)	\$ -	\$ 891,573	\$ 891,473

FUND BALANCE AS OF 9/30/22	\$0
FY 2022/2023 ACTIVITY	\$891,573
FUND BALANCE AS OF 9/30/23	\$891,573

Notes

Reserve Fund Balance = \$642,463*. Capital Interest Account Balance = \$249,110*.

Capital Interest Account Balance To Be Used To Make 11/1/2023 Interest Payment Of \$245,337.

* Approximate Amounts

Capital Interest Set-Up Through November 2023.

Total Bond Proceeds = \$19,150,000. Capital Projects Bond Proceeds = \$12,995,544.

Payoff Of Series 2021 BAN Bond Proceeds = \$5,266,657.

FY 2022/2023 Capital Outlay = \$307,847. FY 2022/2023 Cost Of Issuance = \$435,352.

Series 2023 Bond Information

Original Par Amount =	\$19,150,000	Annual Principal Payments Due:
Interest Rate =	4.50% - 5.50%	May 1st
Issue Date =	August 2023	Annual Interest Payments Due:
Maturity Date =	May 2053	May 1st & November 1st
Par Amount As Of 9/30/23 =	\$7,630,000	

RESOLUTION NO. 2022-26

A RESOLUTION OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ADOPTING A REVISED AMENDED FISCAL YEAR 2022/2023 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 impose special assessments upon the properties within the District; and,

WHEREAS, the District Manager has prepared a Revised Amended Budget for fiscal year 2022/2023 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 Revised Amended Budget for Fiscal Year 2022/2023 for the District's Master irrigation utility 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 7th day of November, 2023.

ATTEST:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairman/Vice Chairman

Ave Maria Master Irrigation Utility

Amended Final Budget For Fiscal Year 2022/2023 October 1, 2022 - September 30, 2023

AMENDED FINAL BUDGET
AVE MARIA MASTER IRRIGATION UTILITY
FISCAL YEAR 2022/2023
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

	FISCAL YEAR 2022/2023	FISCAL YEAR 2022/2023	YEAR TO DATE ACTUAL
REVENUES	ANNUAL BUDGET	AMENDED FINAL BUDGET	10/1/2022 - 9/29/2023
Ave Maria Utility Revenue (Irrigation)	1,124,204	1,482,017	1,482,017
Developer Contribution	392,328	476,940	326,940
Connection Fees	8,010	0	0
Installations	197,880	0	0
Miscellaneous Revenue	4,236	0	0
Peninsula True-Up Of Expenditures	0	0	0
Total Revenues	\$ 1,726,658	\$ 1,958,957	\$ 1,808,957
EXPENDITURES			
Management Fee	152,205	152,205	152,205
Electricity	157,352	157,352	157,352
Labor & Benefits	401,587	401,587	401,587
Chemicals	1,500	1,500	1,500
Repairs & Maintenance	157,640	157,640	157,640
Testing	1,200	1,200	1,200
Meter Purchase	236,352	236,351	236,351
Meter Installation	13,892	13,892	13,892
Other Direct Costs	248,120	248,120	248,120
Administration Fee	8,000	8,000	8,000
AMUC Bulk Water Charge (Reclaimed)	348,810	397,019	397,019
Peninsula True-Up Of Expenditures	0	150,000	0
Total Expenditures	\$ 1,726,658	\$ 1,924,866	\$ 1,774,866
Excess/ (Shortfall)	\$ -	\$ 34,091	\$ 34,091

FUND BALANCE AS OF 9/30/2022
PROJECTED FY 2022/2023 ACTIVITY
PROJECTED FUND BALANCE AS OF 9/30/2023

\$	50,671
\$	34,091
\$	84,762

RESOLUTION 2023-27

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ADOPTING CONSTRUCTION PROTOCOLS; 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, (the “Act”); and

WHEREAS, the Act authorizes the District to construct, install, acquire, operate and/or maintain systems and facilities for certain basic public infrastructure; and

WHEREAS, the District has adopted its *Master Capital Improvement Program*, dated May 2, 2006, as may be amended and/or supplemented (the “Engineer’s Report”), which sets forth the scope of the District’s capital improvement plan and the improvements which are to be constructed therewith (the “Improvements”); and

WHEREAS, in connection with the development of the Improvements in accordance with the Engineer’s Report, which includes, but is not limited to, obtaining all necessary permits and approvals from local governments and agencies for the construction and/or operation of infrastructure improvements, the District is required, from time to time, to accept certain easements for access to real property and submit various permitting and approval applications and documentation; and

WHEREAS, the District prequalified contractors for future District infrastructure construction and maintenance projects, 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; and

WHEREAS, such prequalification is valid for a period of three (3) years until May 4, 2024, after which time the Board of Supervisors, at its own discretion, could extend the prequalification period for up to an additional two (2) years or begin the prequalification process again; and

WHEREAS, the District adopted prior Resolutions adopting construction contracting protocols (the “Construction Contracting Protocols”); and

WHEREAS, the District desires to amend the construction protocols to (1) clarify proposals may be solicited from providers other than prequalified contractors in the District Board’s sole discretion; and (2) include a process for reviewing and executing government approval and permit-related items and easement agreements as delayed review until a future board meeting may cause undue delay and increased cost to the District; and

WHEREAS, the District now desires to adopt amended Construction Contracting Protocols in accordance with Section 1 below.

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

SECTION 1. The District shall adhere to the following amended Construction Contracting Protocols:

1. District Engineer and Construction Manager shall compile a scope of work to solicit bids from prequalified contractors unless requested by the Board of Supervisors in its sole discretion to solicit proposals or bids from a larger pool of vendors in accordance with District Rules of Procedure and statutory requirements. For construction projects in excess of \$200,000.00 such scope of work shall require bids to include the cost of a payment and performance bond.
2. District Engineer and Construction Manager shall review the bids and provide an analysis and recommendation to the Board of Supervisors.
3. Board of Supervisors shall review the analysis and recommendation which shall be accepted or rejected in accordance with the District's Rules of Procedures or as authorized by law.
4. In the event of selection of the contractor, Board shall authorize District staff to prepare the requisite agreement and District chairman or vice chairman to execute the agreement. District may require contractor to provide payment and performance bond or in its sole discretion may accept an alternate form of security as allowed pursuant to law.
5. During the course of design and construction of portions of the District's Capital Improvement Program described in the Engineer's Report, the District Chairman, or in his absence the Vice Chairman, is authorized to execute documentation required to obtain all necessary permits and approvals from local governments and agencies for the construction and/or operation of the infrastructure improvements upon approval of such items by District Engineer and District Counsel. Further the District Chairman, or in his absence the Vice Chairman, is authorized to execute easements necessary to obtain access to the construction site if District does not currently have fee simple title to all necessary property upon approval of the easement agreement by District Engineer and District Counsel. Upon such execution by District Chairman or Vice Chairman, District Staff shall be authorized to countersign any such items.
6. During the course of construction, the District Manager is authorized to execute change orders after review and approval by the District Engineer if such change order is (1) less than or equal to \$200,000.00; (2) included within the original scope of work; and (3) funding, whether through applicable bond series construction account proceeds, developer authorized contribution, or through District budgeted-funds, is available. Change orders executed by the District Manager shall be included on the next Board meeting agenda for ratification. Change orders (1) in excess of \$200,000.00; (2) for additional items to be added to the scope of work; or

(3) for which funding is not currently available shall be brought to the Board for consideration.

7. In the event District requires contracting for work for which there are no prequalified contractors, District shall procure such work in accordance with the District's Rules of Procedures.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 7th day of November, 2023.

ATTEST:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

Secretary

Chairman



Property Wellness Reserve Study Program Proposal Level I Reserve Study

Reserve Advisors, LLC
201 E. Kennedy Boulevard, Suite 1150
Tampa, FL 33602
(800) 980-9881
reserveadvisors.com

Ave Maria Stewardship Community Association, Inc.
Ave Maria, FL



Report Overview



82% of
associations
have insufficient
reserve funds
on hand

Reserve Advisors

Your Property Wellness Consultants

Our Property Wellness Reserve Study Program

Your home is the most expensive personal property you will ever own. The responsibility for preserving its value reaches beyond your home to include the spaces you share with your neighbors. Structures, systems, streets and amenities must be maintained to protect the value of your investment. But the required responsibility often stretches beyond individual knowledge and expertise. That's why associations turn to Reserve Advisors. As your property wellness consultants, our reserve study helps associations understand their assets, expected lifespans, and both the budgets and maintenance needed to keep them in great working order.



A Proactive Property Wellness Program

Our engineers provide a thorough evaluation of your property and shared assets, and create a strong, informed plan to maximize your community's physical and financial wellness for the long haul. Because proactive care ensures that your shared property is cared for the way you would care for your home. We have been helping communities thrive for over 30 years. But the job we are obsessed with is making sure you and your neighbors have what you need to protect your property today, and prevent costly and avoidable repairs tomorrow. It is the best way to care for the place that makes you feel welcome, safe, secure and proud.



Threshold Funding Strategy

The most stable and equitable approach to funding reserves, this strategy aggregates all future expenditures and calculates annual reserve contributions such that the reserve balance never falls below a minimum threshold.

Helping Communities Thrive for Over 30 Years

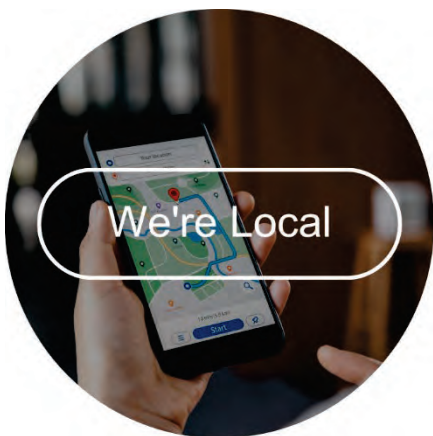
Reserve Advisors has prepared over 29,000 reserve studies for common interest realty associations nationwide. Our service area is one of the largest in the industry.

Through the leadership of our founders, John Poehlmann and Theodore Salgado, we helped pioneer the standards that all reserve study providers are measured by today. This success comes from our independence, extensive knowledge and experience. We pride ourselves on delivering unbiased recommendations that give community associations the plans they need to ensure the future well-being of their property.

60+
ENGINEERS

29,000
RESERVE STUDIES CONDUCTED

300+
YEARS OF RESERVE STUDY EXPERIENCE



Local Conditions

Drawing upon our broad national experience, we recognize the profound impact local conditions have on the wear and tear of common property and subsequent replacement needs.

Local Costs

Our exclusive database of client project costs grants you real-time access to localized pricing, ensuring that your reserve study projections are not reliant on standardized costs.

Property Wellness Reserve Study Program

Level I Full Reserve Study



	LEVEL I	LEVEL II	LEVEL III
	FULL RESERVE STUDY	RESERVE STUDY UPDATE WITH SITE-VISIT	RESERVE STUDY WITHOUT SITE-VISIT
		RESERVE STUDY PROCESS	
ONSITE VISUAL INSPECTION	✓	✓	
PRE-INSPECTION MEETING	✓	✓	
COMPONENT INVENTORY PLUS COMPONENT QUANTITIES & MEASUREMENTS	Established	Re-Assessed/Evaluated	Reflects prior study
CONDITION ASSESSMENTS	Based on visual observation	Based on visual observation	As reported by association
USEFUL LIFE ESTIMATES	Based on engineer's condition assessment	Based on engineer's condition assessment	Based on client's reported condition
VALUATION/COST ESTIMATES VIA PROPRIETARY BID DATABASE	Established for each reserve component	Re-evaluated for each reserve component	Re-evaluated for each reserve component
		KEY DELIVERABLES	
MEETS AND EXCEEDS CAI'S NATIONAL RESERVE STUDY STANDARDS	✓	✓	✓
PRIORITIZED LIST OF CAPITAL EXPENDITURES	✓	✓	✓
CUSTOMIZED RECOMMENDED FUNDING PLAN(S)	✓	✓	✓
RECOMMENDED PREVENTATIVE MAINTENANCE ACTIVITIES	✓	✓	
INCLUSION OF LONG-LIVED ASSETS	✓	✓	✓
ELECTRONIC REPORT	Comprehensive report with component detail	Comprehensive report with component detail	Executive summary overview
EXCEL SPREADSHEETS	✓	✓	✓
SUPPORT WITH IMPLEMENTATION OF REPORT	✓	✓	✓
COMPLIMENTARY REPORT REVISION	✓	✓	
UNCONDITIONAL POST-STUDY SUPPORT AT NO ADDITIONAL COST INCLUDING REPORT PRESENTATION	✓	✓	✓
	RECOMMENDED SERVICE LEVEL		

We are proposing a Level I Full Reserve Study. This service involves developing a component list and quantification of each item - a crucial aspect often overlooked by unqualified providers. This service is suitable for communities that have never undergone a reserve study, as well as those contemplating a change in reserve study providers. Conducting a Level I Reserve Study allows us to not only verify the accuracy of the component inventory and related quantities/measurements with certainty - the foundation of any reserve study - but to also present capital planning recommendations with unwavering confidence.

Property Wellness Reserve Study Program - Level I

Reserve Advisors will perform a Level I Reserve Study in accordance with Community Associations Institute (CAI) National Reserve Study Standards. Your reserve study is comprised of the following:

Physical Analysis: The reserve study consultant will develop a detailed list of reserve components, also known as a component inventory, and related quantities for each. We will complete a condition assessment or physical evaluation for each reserve component and the current condition of each will be documented with photographs. Life and cost estimates will be performed to determine estimated useful lives, remaining useful lives and current cost of repair or replacement.

Financial Analysis: The reserve study consultant will identify the current reserve fund status in terms of cash value and prepare a customized funding plan. The funding plan outlines recommended annual reserve contributions to offset the future cost of capital projects over the next 30 years.

Property Description

We've identified and will include the following reserve components.

- Streets & Curbs
- Post or Pole Lights
- Sidewalks
- Walking Paths
- Ponds (15)
- Irrigation System
- Landscaping
- Signage
- District Bridges (3)
- Entry Fountains
- Preserves
- Stormwater and Surface Management
Lakes
- Wells (7)
- Pump Stations (3)

Scope of work includes all property owned-in-common as defined in your association's declaration and other property specifically identified that you'd like us to include.

Key Elements of Your Level I Property Wellness Reserve Study Program

Reserve Advisors' Exclusive Tools

Reserve Advisors' exclusive tools allow you to make informed decisions to maintain your association's long-term physical and financial health.



Reserve Expenditures

View your community's entire schedule of prioritized expenditures for the next 30-years on one easy-to-read spreadsheet.

[View Example](#)

Funding Plan

Establishes the most stable and equitable recommended annual reserve contributions necessary to meet your future project needs.

[View Example](#)

Reserve Funding Graph

Highlights your community's current financial health and provides visibility to your projected cash flow over the next 30 years.

[View Example](#)

Component Specific Details

Including photographic documentation of conditions, project specific best practices outlining the scope of future projects, and preventative maintenance activities to maximize component useful lives.

[View Example](#)

Excel Spreadsheets

Empowering you to make more informed decisions by adjusting project schedules, future costs, and annual contributions in real time.



Our 100% Assurance Guarantee

We're so confident of your satisfaction, we give you a 100% Assurance Guarantee. If you do not understand our findings and recommendations, just contact us. Our team will do whatever it takes to ensure you have complete confidence in interpreting the results and applying the recommendations outlined in your reserve study.

We understand your property is your biggest investment. Here's why our solution is the best solution for your community:



Full Engagement

It's our job to understand your specific concerns and to discuss your priorities in order to ensure your reserve study experience exceeds expectations.



Detailed Understanding

We will do whatever it takes to ensure you have complete confidence in interpreting and putting into practice our findings and recommendations.



Ongoing Support

Unlike other firms, we provide current and future boards with additional insight, availability to answer questions and guidance well beyond report delivery.

The Time to Protect Your Property's Long-term Health is Now

Start your Property Wellness Reserve Study Program today

This proposal, dated October 23, 2023, is for a **Level I Property Wellness Reserve Study Program**, for an all-inclusive investment of **\$11,000**. This service includes:



To authorize your Level I Property Wellness Reserve Study Program:

1. “✓” **Check the service options** below to confirm scope of engagement

☒ Level I Property Wellness Reserve Study – \$11,000

-
2. **Sign and email agreement** to Matt@reserveadvisors.com

Signature: _____ Title: _____
Name: _____ Date: _____
For: Ave Maria Stewardship Community Association, Inc. (Ref. 234032)

-
3. **Send \$5,500 retainer** to:

Mailing Address
Reserve Advisors, LLC
735 N. Water Street, Suite 175
Milwaukee, WI 53202

OR

ACH Address
Checking Account Number: 151391168
Routing Number: 075905787
Financial Institution: First Business Bank
17335 Golf Parkway, Suite 150, Brookfield, WI 53045

You will receive your electronic report approximately four (4) weeks after our inspection, based on timely receipt of all necessary information from you. Authorization to inspection time varies depending on demand for our services. This proposal, dated October 23, 2023, is valid for 45 days, and may be executed and delivered by facsimile, portable document format (.pdf) or other electronic signature pages, and in any number of counterparts, which taken together shall be deemed one and the same instrument. One complimentary hard copy report is available upon request.

Professional Service Conditions

Our Services - Reserve Advisors, LLC ("RA" or "us" or "we") performs its services as an independent contractor in accordance with our professional practice standards and its compensation is not contingent upon our conclusions. The purpose of our reserve study is to provide a budget planning tool that identifies the current status of the reserve fund, and an opinion recommending an annual funding plan, to create reserves for anticipated future replacement expenditures of the subject property. The purpose of our energy benchmarking services is to track, collect and summarize the subject property's energy consumption over time for your use in comparison with other buildings of similar size and establishing a performance baseline for your planning of long-term energy efficiency goals.

Our inspection and analysis of the subject property is limited to visual observations, is noninvasive and is not meant to nor does it include investigation into statutory, regulatory or code compliance. RA inspects sloped roofs from the ground and inspects flat roofs where safe access (stairs or ladder permanently attached to the structure) is available. Our energy benchmarking services with respect to the subject property is limited to collecting energy and utility data and summarizing such data in the form of an Energy Star Portfolio Manager Report or any other similar report, and hereby expressly excludes any recommendations with respect to the results of such energy benchmarking services or the accuracy of the energy information obtained from utility companies and other third-party sources with respect to the subject property. The reserve report and any energy benchmarking report (i.e., any Energy Star Portfolio Manager Report) (including any subsequent revisions thereto pursuant to the terms hereof, collectively, the "Report") are based upon a "snapshot in time" at the moment of inspection. RA may note visible physical defects in the Report. The inspection is made by employees generally familiar with real estate and building construction. Except to the extent readily apparent to RA, RA cannot and shall not opine on the structural integrity of or other physical defects in the property under any circumstances. Without limitation to the foregoing, RA cannot and shall not opine on, nor is RA responsible for, the property's conformity to specific governmental code requirements for fire, building, earthquake, occupancy or otherwise.

RA is not responsible for conditions that have changed between the time of inspection and the issuance of the Report. RA does not provide invasive testing on any mechanical systems that provide energy to the property, nor can RA opine on any system components that are not easily accessible during the inspection. RA does not investigate, nor assume any responsibility for any existence or impact of any hazardous materials, such as asbestos, urea-formaldehyde foam insulation, other chemicals, toxic wastes, environmental mold or other potentially hazardous materials or structural defects that are latent or hidden defects which may or may not be present on or within the property. RA does not make any soil analysis or geological study as part of its services, nor does RA investigate vapor, water, oil, gas, coal, or other subsurface mineral and use rights or such hidden conditions, and RA assumes no responsibility for any such conditions. The Report contains opinions of estimated replacement costs or deferred maintenance expenses and remaining useful lives, which are neither a guarantee of the actual costs or expenses of replacement or deferred maintenance nor a guarantee of remaining useful lives of any property element.

RA assumes, without independent verification, the accuracy of all data provided to it. Except to the extent resulting from RA's willful misconduct in connection with the performance of its obligations under this agreement, you agree to indemnify, defend, and hold RA and its affiliates, officers, managers, employees, agents, successors and assigns (each, an "RA Party") harmless from and against (and promptly reimburse each RA Party for) any and all losses, claims, actions, demands, judgments, orders, damages, expenses or liabilities, including, without limitation, reasonable attorneys' fees, asserted against or to which any RA Party may become subject in connection with this engagement, including, without limitation, as a result of any false, misleading or incomplete information which RA relied upon that was supplied by you or others under your direction, or which may result from any improper use or reliance on the Report by you or third parties under your control or direction or to whom you provided the Report. NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, THE AGGREGATE LIABILITY (IF ANY) OF RA WITH RESPECT TO THIS AGREEMENT AND RA'S OBLIGATIONS HEREUNDER IS LIMITED TO THE AMOUNT OF THE FEES ACTUALLY RECEIVED BY RA FROM YOU FOR THE SERVICES AND REPORT PERFORMED BY RA UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. YOUR REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE YOUR SOLE REMEDIES FOR ANY FAILURE OF RA TO COMPLY WITH ITS OBLIGATIONS HEREUNDER OR OTHERWISE. RA SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS AND LOST SAVINGS, LOSS OF USE OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, STRICT LIABILITY OR OTHERWISE, EVEN IF RA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL RA BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. RA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED OR OF ANY NATURE, WITH REGARD TO THE SERVICES AND THE REPORT, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Professional Service Conditions - Continued

Report - RA will complete the services in accordance with the Proposal. The Report represents a valid opinion of RA's findings and recommendations with respect to the reserve study and is deemed complete. RA will consider any additional information made available to RA within 6 months of issuing the Report and issue a revised Report based on such additional information if a timely request for a revised Report is made by you. RA retains the right to withhold a revised Report if payment for services was not tendered in a timely manner. All information received by RA and all files, work papers or documents developed by RA during the course of the engagement shall remain the property of RA and may be used for whatever purpose it sees fit. RA reserves the right to, and you acknowledge and agree that RA may, use any data provided by you in connection with the services, or gathered as a result of providing such services, including in connection with creating and issuing any Report, in a de-identified and aggregated form for RA's business purposes.

Your Obligations - You agree to provide us access to the subject property for an on-site visual inspection. You agree to provide RA all available, historical and budgetary information, the governing documents, and other information that we request and deem necessary to complete the Report. Additionally, you agree to provide historical replacement schedules, utility bills and historical energy usage files that RA requests and deems necessary to complete the energy benchmarking services, and you agree to provide any utility release(s) reasonably requested by RA permitting RA to obtain any such data and/or information from any utility representative or other third party. You agree to pay actual attorneys' fees and any other costs incurred to collect on any unpaid balance for RA's services.

Use of Our Report - Use of the Report is limited to only the purpose stated herein. You acknowledge that RA is the exclusive owner of all intellectual property rights in and relating to the Report. You hereby acknowledge that any use or reliance by you on the Report for any unauthorized purpose is at your own risk and that you will be liable for the consequences of any unauthorized use or distribution of the Report. Use or possession of the Report by any unauthorized third party is prohibited. The Report in whole or in part is not and cannot be used as a design specification for design engineering purposes or as an appraisal. You may show the Report in its entirety to the following third parties: members of your organization (including your directors, officers, tenants and prospective purchasers), your accountants, attorneys, financial institutions and property managers who need to review the information contained herein, and any other third party who has a right to inspect the Report under applicable law including, but not limited, to any government entity or agency, or any utility companies. Without the written consent of RA, you shall not disclose the Report to any other third party. By engaging our services, you agree that the Report contains intellectual property developed (and owned solely) by RA and agree that you will not reproduce or distribute the Report to any party that conducts reserve studies or energy benchmarking services without the written consent of RA.

RA will include (and you hereby agree that RA may include) your name in our client lists. RA reserves the right to use (and you hereby agree that RA may use) property information to obtain estimates of replacement costs, useful life of property elements or otherwise as RA, in its sole discretion, deems appropriate.

Payment Terms, Due Dates and Interest Charges - If reserve study and energy benchmarking services are performed by RA, then the retainer payment is due upon execution of this agreement and prior to the inspection by RA, and any balance is due net 30 days from the Report shipment date. If only energy benchmarking services are performed by RA, then the retainer payment is due upon execution of this agreement and any balance is due net 30 days from the Report shipment date. In any case, any balance remaining 30 days after delivery of the Report shall accrue an interest charge of 1.5% per month. Unless this agreement is earlier terminated by RA in the event you breach or otherwise fail to comply with your obligations under this agreement, RA's obligations under this agreement shall commence on the date you execute and deliver this agreement and terminate on the date that is 6 months from the date of delivery of the Report by RA. Notwithstanding anything herein to the contrary, each provision that by its context and nature should survive the expiration or early termination of this agreement shall so survive, including, without limitation, any provisions with respect to payment, intellectual property rights, limitations of liability and governing law.

Miscellaneous - Neither party shall be liable for any failures or delays in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority, riot, embargo, fuel or energy shortage, pandemic, wrecks or delays in transportation, or due to any other cause beyond such party's reasonable control; provided, however, that you shall not be relieved from your obligations to make any payment(s) to RA as and when due hereunder. In the event of a delay in performance due to any such cause, the time for completion or date of delivery will be extended by a period of time reasonably necessary to overcome the effect of such delay. You may not assign or otherwise transfer this agreement, in whole or in part, without the prior written consent of RA. RA may freely assign or otherwise transfer this agreement, in whole or in part, without your prior consent. This agreement shall be governed by the laws of the State of Wisconsin without regard to any principles of conflicts of law that would apply the laws of another jurisdiction. Any dispute with respect to this agreement shall be exclusively venued in Milwaukee County Circuit Court or in the United States District Court for the Eastern District of Wisconsin. Each party hereto agrees and hereby waives the right to a trial by jury in any action, proceeding or claim brought by or on behalf of the parties hereto with respect to any matter related to this agreement.





October 24, 2023

Mr. Sal D'Angelo, Director of Operations
Ave Maria Stewardship Community District
5080 Annunciation Circle, Suite 101
Ave Maria, Florida 34142

Re: Level I Reserve Study Proposal

Dear Mr. D'Angelo:

Thank you for the opportunity to submit a New Reserve Study with Site Visit proposal for this District. We have worked with many Districts providing accurate funding plans for future component replacement. Principle Charles Sheppard served as a District Supervisor therefore has valuable experience with both finances and operating procedures that are specific to Special Districts.

All work is completed or supervised by Reserve Analyst who have been awarded professional certifications of Certified Construction Inspector (CCI), Professional Reserve Analyst (PRA) and Reserve Specialist (RS) signifying broad experience with successful results. Your reserve study is completed following guidelines for Reserve Studies established by the Association of Professional Reserve Analysts (APRA) and the Community Associations Institute (CAI).

Best Regards,

Charles R. Sheppard *RS PRA CCI*
President & Reserve Analyst



Scope of Work for District

- Streets
- Concrete walks, curbs
- Stormwater system
- Entry features. Fountains
- 3 Pump stations/wells
- Signage
- Streetlights
- 3 vehicle bridges
- Landscaping and irrigation systems
- Other components identified at site visit
- District preserves (no analysis included)

Terms of Service

Physical Analysis

- ❖ The site visit includes meeting with your representative to discuss any maintenance or operational concerns. We observe major components to determine quantity, age, condition and remaining useful life. Quantities are determined by field measurement and internet measurement tools or aerial measurement services.
- ❖ Building walls, trim and other features are observed from ground level. Flat roofs are observed only if safe fixed stair access is available. Pitched roofs are observed from ground level. Building Systems are not operated.
- ❖ Upon completion of the site visit, an inventory of major components is established which includes quantity, replacement cost and remaining useful life. We recommend you review this information and provide historical cost and previous replacement time for any components.

Financial Analysis

- ❖ A review of your current funding plan is completed to determine fund status and performance. We provide a funding plan using the Cash Flow Method (pooled cash) with a funding goal of adequate funding which keeps reserves above a percent funded or balance threshold level. If component funding (line item) is used, then full funding is the funding goal with the understanding we included inflation of replacement cost and interest earned on reserve funds.

Your Reserve Study Includes

- ❖ Executive summary with current funding status, fund balances and assumptions.
- ❖ Cash Flow or Component Funding Plan and 30-Year cash flow projection.
- ❖ Inventory of major components with replacement cost, useful and remaining life projections.
- ❖ Various charts and photographs of major components.
- ❖ Completed Report is sent via email in a PDF file. Printed & bound copies available at additional cost.

Payment Agreement & Terms

- ❖ To maintain excellent customer service and requested delivery schedules we ask that your acceptance of this proposal is made within 30 days. Signed proposals received after 30 days are subject to revision of delivery time and cost. If indicated a deposit fee may be required with signed agreement to place your project in our production schedule and begin your study. A progress payment may be requested upon completion of site visit depending on the size of the project. Remaining fee is due upon receipt of the preliminary report. Payments not received 30 days after invoice date are assessed a 1.5% late fee per month. After 90 days past, due payments will be subject to addition charges for collection including attorney fees and other reasonable cost incurred by Community Advisors, LLC. We are available to meet with you and discuss your Reserve Study subject to availability and travel expenses. We are always available by phone at no cost. We will modify your Reserve Study one time at no additional cost if requested within 90 days of issue and all fees have been paid. Modification requested after report is issued may require additional cost.

This agreement for consulting services is accepted this date:

Professional Fee: \$15,900.00 Deposit Required: -0-

Progress invoices submitted after site visit, issue of draft report with final invoice submitted after issue of final report

*Fee based on two site visits, additional site visits and meetings subject to additional cost for travel and time.

Authorized Signature: _____ Title: _____

Printed Name: _____ Date: _____

Community Development Districts

Tolomato, (Nocatee)
Amelia Concourse
Tisons Landing
Amelia Walk
South Village
Sampson Creek
Middle Village
Ridgewood Trails
Glen St. Johns
Bartram Springs
Rivers Edge
Aberdeen
Durbin Crossing
St. Johns Forrest
Dunes Utility
Double Branch
Pine Ridge
Brandy Creek
Turnbull Creek
Arlington Ridge
Magnolia West
Trails
Southaven
Madeira
Beach
Armstrong

Communities

Hammock Dunes Communities
Queens Harbour - Jacksonville, FL
The Georgia Club - Statham, GA
Corolla Light POA - Corolla, NC
The Landings - Skidaway Island, GA
Beresford Hall Assembly - North Charleston, SC
Cumberland Harbour - St. Mary's, GA
Villas of Nocatee - Jacksonville, FL
Vizcaya HOA - Jacksonville, FL
Cimarrone POA - St. Johns, FL
Deercreek Country Club Owners Association - Jacksonville, FL
Deerwood Country Club - Jacksonville, FL
Coastal Oaks - Ponte Vedra, FL
Preserve at Summer Beach - Fernandina Beach, FL
Amelia Park Neighborhood - Fernandina Beach, FL
Amelia Oaks - Fernandina Beach, FL
Coastal Oaks Amelia - Fernandina Beach, FL
Oyster Bay POA - Fernandina, FL
Oyster Bay Yacht Club - Fernandina, FL
Ocean Breeze HOA - Fernandina Beach, FL
The Enclave at Summer Beach - Fernandina Beach, FL
RiverPlace at Summer Beach - Fernandina Beach, FL
Amelia National - Fernandina, FL

Condominiums

Carlton Dunes - Amelia Island, FL
Spyglass Villas - Amelia Island, FL
Ocean Club Villas - Amelia Island, FL
Sand Dollar Condominium - Amelia Island, FL
Captain's Court - Amelia Island, FL
Dunes Club Villas - Amelia Island, FL
Villas at Summer Beach - Amelia Island, FL
Beachwood Villas - Amelia Island, FL
Coastal Cottages - Amelia Island, FL
Harrison Cove - Amelia Island, FL
Marina San Pablo - Jacksonville, FL
Latterra at World Golf - St. Augustine, FL
Cumberland On Church - Nashville, TN
Surf Club III - Palm Coast, FL
The Peninsula - Jacksonville, FL
The Plaza at Berkman Plaza - Jacksonville, FL
1661 Riverside - Jacksonville, FL
Seascape - Jacksonville Beach, FL
Southshore Condominium - Jacksonville Beach, FL
Ocean Villas at Serenata Beach - St. Augustine, FL
Watermark - Jacksonville Beach, FL
Oceanic Condominium - Jacksonville Beach, FL
Ocean 14 Condominium - Jacksonville Beach, FL
Serena Point Condominium - Jacksonville Beach, FL
Oceania Condominium - Jacksonville Beach, FL

Active Adult Communities

Del Webb Ponte Vedra - Ponte Vedra, FL
Stone Creek by Del Webb - Ocala, FL
Villages of Seloy - St. Augustine, FL
Cascades at World Golf Village - St. Augustine, FL
The Haven at New Riverside – Bluffton, SC
Artisan Lakes – Jacksonville, FL

Religious/Schools

St. Mark's Episcopal Church - Brunswick, GA
Memorial Presbyterian - St. Augustine, FL
Grace Mem. Presbyterian - St. Augustine, FL
Trinity Episcopal Church - St. Augustine, FL
St. Mark's Towers - Brunswick, GA
Isle of Faith Methodist - Jacksonville, FL
Deermeadows Baptist - Jacksonville, FL
Frederica Academy - St. Simons Island, GA
Fishburne Military School - Waynesboro, VA
The Greenwood School - Jacksonville, FL

Reserve Analyst & Inspector's Credentials

Charles R. Sheppard RS PRA CCI

Charlie Sheppard is the owner and President of Community Advisors which provides capital reserve analysis, consulting services, commercial inspections and project management for community associations, private clubs, churches, schools and other entities.

He has over 30 years of experience in real estate development, property operation, commercial property inspections and construction management. He has participated on the development team for large planned unit developments and mid-rise office building parks. He has also worked for many years as commercial construction manager for a wide range of structures including medical facilities, office buildings, churches, restaurants, clubhouses, infrastructure installation and remodeling and repositioning of properties to match market conditions.

Areas of expertise include mechanical and electrical systems, energy management systems, life safety systems, plumbing systems, building envelope and roof components. Horizontal improvement experience include marine structures, street and site concrete construction, utilities, site work and landscaping improvements.

Inspection projects include: High rise office and residential buildings, restaurants, industrial properties, churches, private schools, private clubs, marinas, medical facilities, warehouse and industrial properties, water treatment facilities and residential properties.

Charlie is a regular speaker at CAI events, teaches continuing education classes and enjoys attending Board of Director meetings to share the benefits of Reserve Planning. He has also published articles on Capital Reserve Analysis and Construction Management.

Education - Virginia Polytechnic Institute & State University - BS

License - Certified General Contractor, Certified Home Inspector - Florida

Professional Designations & Memberships

Certified Construction Inspector, (CCI) Association of Construction Inspectors

Professional Reserve Analyst, (PRA) Association of Professional Reserve Analyst APRA

Reserve Specialist, (RS) Community Associations Institute CAI



PREPARED FOR:

Ave Maria Stewardship

Community District

Reserve Study Proposal

PREPARED BY:

Paul Grifoni, PRA, RS

Engineer
Reserve Specialist, RS
Professional Reserve Analyst, PRA
Licensed Home Inspector

Custom Reserves

5470 E Busch Blvd., Unit 171
Tampa, FL 33617
Office: (888) 927-7865
Fax: (813) 200-8448
www.CustomReserves.com



Ave Maria Stewardship Community District Reserve Study Proposal

Sal D' Angelo

Director of Operations

Ave Maria Stewardship Community District
Reference #1344

5080 Annunciation Circle, Suite 101
Ave Maria, Florida 34142

25+
YEARS OF
EXPERIENCE

Dear Board of Supervisors:

Thank you for the opportunity to be of service to your community. We take great pride in our work and in helping all our clients navigate through the Reserve Study process.

A Reserve Study is a key financial planning tool that helps Management and the Board in maintaining the common property components and planning for the future.

Included in Your Reserve Study:

- **Excellent communication** with our team. We listen to our clients' concerns. From the timing of the inspection and report delivery to the financial or physical aspects of the community, we always listen and hear your concerns.
- **Industry-leading experience** in all varieties of community associations, resorts, commercial properties, country clubs and more! With over 30 years of combined experience in the industry, we take the guess work out of budget season.
- **Timely contract completion** is a must. We understand how important your receivables can be for budget and community meetings. We take great care in saying what we mean and meaning what we say when it comes to timely delivery.
- **Accuracy** in results. The results depicted in a reserve study are only as good as the estimates of useful life, replacement cost and age of the individual components. More experience leads to greater accuracy in our product.
- **Relationship-building** is paramount. A reserve study requires updating every 2 to 3 years to keep up to date with changes in construction costs, inflation and interest rate, and new technology. We put our client relationships at the forefront of our core values.

Ave Maria Stewardship Community District Reserve Study Proposal

Benefits of a Custom Reserves Report

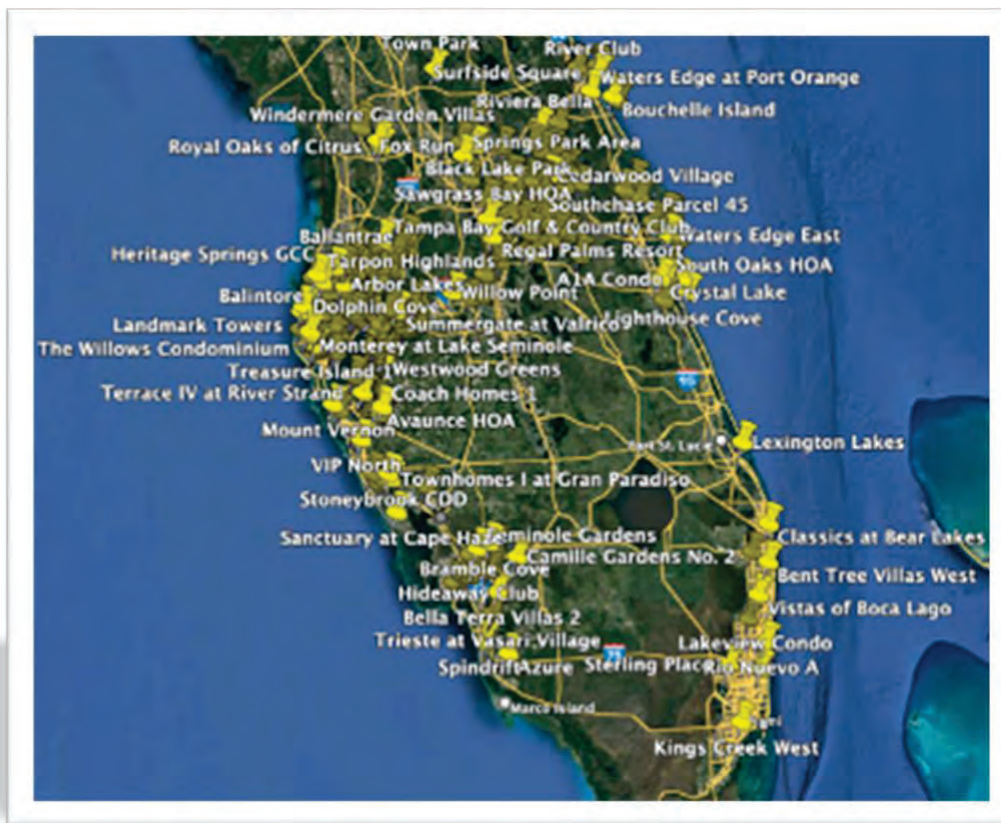
- **Proper and accurate** reserve planning for the future
- **Increased awareness** of upcoming major property repairs and replacements
- **Maximized** property and re-sale values when adequately funded
- **Increased** likelihood of loans being granted by lenders when adequately funded
- **Decreased** stress in knowing that a special assessment is not looming around the corner!

[Click Here](#)

For More Information



Florida Clients Served



Ave Maria Stewardship Community District Reserve Study Proposal

Report Content and Data Visualization

CONDITION MODEL				
Component Type	Component Name	Condition	Urgency	1st Year of Replacement
Exterior Building	Chimney Caps, Partial Replacements	5	✓	2027
Exterior Building	Roofs, Aluminum-Coated Shakes (Incl. Soffit and Fascia)	6	✓	2050
Exterior Building	Walls, Siding, Wood, Paint Finishes, Phased	6	✓	2023
Exterior Building	Walls, Siding, Wood, Partial Replacements	6	✓	2023
Property Site	Asphalt Pavement, Crack Repair and Patch	4	!	
Property Site	Asphalt Pavement, Mill and Overlay, Phased	4	!	
Property Site	Concrete Streets and Common Flatwork, Partial Replacement	5	!	
Property Site	Light Fixtures, Bollards (Incl. Pool Area)	6	✓	
Property Site	Pipes, Subsurface Utilities, Partial Replacement	7	✓	
Clubhouse	Clubhouse, Deck, Composite and Wood, Replacement (Incl. Rail)	10	✓	
Clubhouse	Clubhouse, Exterior Renovation	7	✓	
Clubhouse	Clubhouse, HVAC Equipment, Replacement	7	✓	
Clubhouse	Clubhouse, Interior Renovations	6	✓	
Clubhouse	Clubhouse, Parking Area and Pool, Light Poles and Fixtures	7	✓	
Clubhouse	Clubhouse, Roof, Aluminum (Incl. Gutters and Downspouts)	8	✓	2050
Clubhouse	Clubhouse, Windows and Doors	6	!	2028
Pool	Pool, Bulkhead, Wood, Replacement	3	✗	2024
Pool	Pool, Deck, Pavers, Replacement (Incl. Clubhouse Area)	4	!	2028
Pool	Pool, Fence, Metal, Replacement	4	!	2028
Pool	Pool, Finishes, Plaster and Tile (Incl. Coping)	4	!	2028
Pool	Pool, Structure and Deck, Total Replacement	4	!	2028
Pool	Pool, Trash Receptacles	4	!	2028

Easily view
components by
**Condition and
Urgency**

PROPERTY COMPONENT MODEL			COMMON COMPONENTS (X)			REMAINING COMPONENTS (O)	
COMPONENT	RESERVES	OPERATING	LONG-LIVED	OWNER	OTHER		
Asphalt Pavement, Crack Repair and Patch	X						
Asphalt Pavement, Mill and Overlay, Phased	X						
Chimney Caps, Partial Replacements	X						
Clubhouse, Bicycle Rack		X					
Clubhouse, Deck, Composite and Wood, Replacement (Incl. Rail)	X						
Clubhouse, Exterior Renovation	X						
Clubhouse, HVAC Equipment, Replacement	X						
Clubhouse, Interior Renovations	X						
Clubhouse, Parking Area and Pool, Light Poles and Fixtures	X						
Clubhouse, Roof, Aluminum (Incl. Gutters and Downspouts)	X						
Clubhouse, Windows and Doors	X						
Driveways at Cluster Homes				O			
Streets and Common Flatwork, Partial Replacement	X			O			
Light Fixtures, Serving Cluster Homes				O			
Walkways, Serving Cluster Homes				O			
Less Than \$7,000		X					
Light Fixtures					O		
Light Fixtures (s)			X				
Light Fixtures and Associated Components					O		
Downspouts, Serving Cluster Homes				O			
System Air Conditioners, Serving Cluster Homes				O			
Irrigation System, Controls		X					
Irrigation System, Pumps		X					
Light Fixtures, Bollards (Incl. Pool Area)	X						
Light Fixtures, Exterior, Serving Cluster Homes		X					
Light Poles and Fixtures at Streets					O		
Other Repairs Normally Funded Through the Operating Budget		X					
Pipes, Subsurface Utilities, Partial Replacement	X						
Ponds, Serving Golf Course					O		
Pool, Bulkhead, Wood, Replacement	X						
Pool, Deck, Pavers, Replacement (Incl. Clubhouse Area)	X						
Pool, Fence, Metal, Replacement	X						
Pool, Finishes, Plaster and Tile (Incl. Coping)	X						
Pool, Structure and Deck, Total Replacement	X						
Pool, Trash Receptacles		X					

Easily view
components by
**Funding Source and
Responsibility**

Ave Maria Stewardship Community District

Reserve Study Proposal

Objectives

Conduct an on-site inspection of the common property, document condition and forecast a customized funding plan required to replace or repair these elements as they wear out over the course of their useful lives.

Scope of Services

1. An on-site meeting with Management and/or the Board.
2. Physical Analysis that includes an on-site inspection of the common property documented by photographs.
3. 30-year replacement/repair schedule that includes custom useful lives.
4. Financial Analysis with a 30-year Cash Flow and/or Component method of funding.
5. Electronic copy in PDF format of the Reserve Study that includes a detailed narrative including tables, graphs and charts depicting the findings.
6. Expenditures and Funding Plan in Excel upon request.
7. One hard copy of the Full Reserve Study upon request.
8. Free unlimited phone and online support.
9. One revision of the study up to the end of the current fiscal year.

Affiliations

Our services are provided by an Engineer with reserve study credentials from the Association of Professional Reserve Analysts (APRA) and Community Associations Institute (CAI). Additional qualifications include a Licensed Home Inspector with the Florida Association of Building Inspectors, construction management experience including estimating and scheduling.

Custom Reserves experience includes inspection and condition analysis of hundreds of communities. A partial list of relevant experience is included on the last page.



Ave Maria Stewardship Community District

Reserve Study Proposal

Please allow approximately four weeks from inspection for report delivery. When the Reserve Study is complete, your community will have access to live support and edit capability until the budget is approved. These revisions include adjustments to variables such as costs, times of replacement, inflation, and interest rates.

Cost estimates are based on localized information gathered from resources that include, but are not limited to, local vendors and industry databases, combined with experience in home building, site development and actual data gathered from conducting thousands of reserve studies, collectively. Useful lives are generated from several factors such as environment, construction materials and historical information.

Client Responsibilities

This project requires involvement by your accounting personnel. To help achieve a smooth and successful implementation, it will be your responsibility to perform the following:

1. Include a copy of the financial statements i.e. (balance sheet, income statement and/or copy of the annual budget along with other financial reports.)
2. Supply the governing documents if applicable.
3. Provide access to all common areas.
4. Disclose known historical information.

Report Use

You may show our report in its entirety to those third parties who need to review the information contained herein. The Client and other third parties viewing this report should not reference Custom Reserves or our report, in whole or in part, in any document prepared and/or distributed to third parties without our written consent. This report contains intellectual property by Custom Reserves, LLC specified to this engagement.

Client agrees to indemnify and hold harmless Custom Reserves against any and all losses, claims, actions, damages, expenses or liabilities, including attorney's fees, to which Custom Reserves may become subject in connection with this engagement, because of any false, misleading or incomplete information supplied by client or third parties under client's control or direction.

The inspection and analysis of the subject property is limited to visual observations and is noninvasive. Custom Reserves does not investigate, nor assume any responsibility for any existence or impact of any hazardous materials, structural, latent or hidden defects which may or may not be present on or within the property. Our opinions of estimated costs and remaining useful lives are not a guarantee or a warranty of the common components.

Client Name

Custom Reserves maintains the confidentiality of all conversations, documents provided and the contents of the report, subject to legal or administrative process or proceedings. These conditions can only be modified by written documents executed by both parties.

Ave Maria Stewardship Community District Reserve Study Proposal

[Click Here](#)
For Sample Report



Components Anticipated to be Included in Your Custom Reserve Study

Component Category	Component Name
Property Site	Asphalt Pavement Bridges Concrete Flatwork Fountains Irrigation System Landscaping Lighting Ponds Storm Water System Signage

Ave Maria Stewardship Community District Reserve Study Proposal

REF #: 1344

Confirmation of Services

Fee estimates are based on the components summarized in the previous table. The fee for this Full Reserve Study is ----- **\$4,700.**

Custom Reserves appreciates the opportunity to be of service. Upon acceptance of this proposal, **please sign and return this page along with a fifty percent (50%) retainer payment.** We will contact you to schedule a site visit and inspection upon receipt of this payment. The remaining balance will be due upon receipt of the report.

This letter sets forth the understanding of the District and serves as confirmation of services provided by Custom Reserves.

Owner reserves the right to reject any and/or all Proposals received, and to rebid if the Owner deems necessary. Owner is not subject to pay any costs incurred by Vendors in the preparation and submission of their Proposals.

Sincerely,



Paul Grifoni, PRA, RS

Engineer
Reserve Specialist
Professional Reserve Analyst
Licensed Insurance Adjuster
Licensed Home Inspector



5470 E Busch Blvd., Unit 171
Tampa, FL 33617
Office: (888) 927-7865
Fax: (813) 200-8448
contact@customreserves.com
www.CustomReserves.com



Accepted By

Title

Date

OPTIONAL future services are available upon request as depicted below. If your Association is interested in any of the following services, **please check the appropriate box** and we can provide pricing upon completion of the current reserve study. Please note that a non-site update can only be conducted one time between site visits.

☐

Annual Review of the 30-year expenditures and funding plan(s) only

☐

Non-site update

☐

Update with site visit

Ave Maria Stewardship Community District

Reserve Study Proposal

Experience

Experience includes condominiums, homeowners associations, planned unit developments, property owner associations, co-operatives and community development districts with construction styles that range from townhouses to hi-rises. Other experience includes specialty establishments such as golf clubs, international properties, vacation ownership resorts (timeshares) as well as worship, retreat and camp facilities.

A partial list of recent reserve study experience follows below:

Venetian Community Development District is a local unit of special purpose government located within North Venice, FL built from 2003 through 2015 shared by 1,377 property owners. The development contains over 11 miles of roadways, fencing, gate systems, guard house, security system, perimeter wall, irrigation, pavers, signage ponds and storm water system, over 15,000 square feet of clubhouse and amenity center that includes resort style pools and recreational courts.

Lucaya Community Development District is a local unit of special purpose government established in 2006 and located in Fort Myers, FL shared by 360 unit owners. The development contains lift stations and a storm water system.

Paseo Community Development District is a local unit of special purpose government established in 2007 and located in Fort Myers, FL shared by 1,146 unit owners. The development contains asphalt pavement, vehicular bridge, storm water system, dock, signage, gate system, fences, gazebos, irrigation, lighting, pavers, railings, retaining walls, tile roofs, ponds, and aerators.

Harbor Bay Community Development District owns and operates the community areas of Mira Bay in Apollo Beach FL including common areas, recreational facilities, public roadways, storm water management systems, street lighting, landscaping, clubhouse with café, lap pool, waterslide, clay tennis courts 35,000 linear feet of sea wall, boatlifts.

Collier's Reserve is a homeowners association located in Naples, FL and is responsible for the common elements shared by 224 owners. Collier's Reserve was established in 1995 and the development contains streets with bridges, gate house with security systems, signage, irrigation and storm water systems.

Lake Club Homeowners' Association is a large, planned unit development located in Lakewood Ranch, FL. Lake Club was established in 2005. The development contains a clubhouse with two pools, tennis center and property site components located throughout the community.

RESOLUTION 2023-28

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ADOPTING AN AMENDED POLICY GOVERNING USE OF DISTRICT LAKES AND PROVIDING FOR SEVERABILITY AND 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, being situated in Collier County, Florida; and

WHEREAS, Chapter 2004-461, Laws of Florida, authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District previously adopted Resolution No. 2015-11 implementing a policy governing public use of District lakes as was amended by Resolution 2017-11; and

WHEREAS, the District’s Board finds that it is in the best interests of the District to amend and restate such policy for inclusion of an additional lake for immediate use and application (the “Lake Use Policy”).

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

SECTION 1. The District lakes were constructed for the sole purpose of being a drainage and stormwater management utility and there is no expectation of public access to the utility.

SECTION 2. The following policies govern the use of the District lakes:

- a. Wading and swimming in District lakes and other District stormwater management facilities is prohibited.
- b. Watercraft of any kind is prohibited in District lakes or other District stormwater management facilities.
- c. The District lakes and other stormwater management facilities primarily function as retention ponds to facilitate the District’s system for treatment and attenuation of stormwater run-off and overflow. As a result, contaminants may be present in the water and fishing is only permitted on a “CATCH AND RELEASE” basis. The general public may only fish in District lake #TN1A and #UN1A from the public access points described on the map attached hereto as Exhibit A. Residents of the District may fish from property in which they have a leasehold or fee interest. Any fish caught in any District lake or stormwater facility shall be immediately

released back into the District lake or stormwater management facility from which it was caught.

- d. All users of lakes and other stormwater management facilities shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement, or regulation of any governmental entity relating to the District lakes and other stormwater management facilities.

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 7th day of November, 2023.

ATTEST:

**AVE MARIA STEWARDSHIP COMMUNITY
DISTRICT**

ASSISTANT SECRETARY

CHAIRMAN

Exhibit A

MEMORANDUM

TO: Board of Supervisors
Ave Maria Stewardship Community District
FROM: Alyssa C. Willson
RE: Gates on District Rights-of-Way
DATE: November 7, 2023

As requested at the October 3, 2023, Ave Maria Stewardship Community District (“District”) meeting of the Board of Supervisors (“Board”), the purpose of this memorandum is to briefly summarize the laws and recommended procedures that govern the construction and operation of gates located across the Ave Maria Stewardship Community District (“District”) right of way. As discussed below, although the presence of gates may function to deter entry by non-residents and allow for monitoring of persons entering the community, by law gates cannot be used to deny public access to the District’s roads.

The District, a local unit of special-purpose government, was duly established by Chapter 2004-461, Laws of Florida, as amended by Chapter 2023-333, Laws of Florida (collectively the “Act”). Among other powers, Section 4., subsection (9)(l) of the Act provides the District authority to provide (emphasis added):

Security, including, but not limited to, guardhouses, fences and *gates*, electronic intrusion-detection systems, and patrol cars, *when authorized by proper governmental agencies*; except that the District may not exercise any powers of a law enforcement agency, but may contract with the appropriate local general-purpose government agencies for an increased level of such services within the District boundaries.¹

Although the District is authorized to construct fences, and gates, the District lacks authority to use the same to deny public access to the District’s roads because, as stated in Attorney General Opinion 2004-65, the District utilized the proceeds from the sale of tax-exempt public bonds to fund the construction of its roads:

T[he Attorney General’s Office] has generally recognized that a governmental entity may use public funds for the construction, maintenance, or repair of a road *only* when the road is a “public”

¹ The subsection continues as follows. Notwithstanding any provision of general law, the District may operate guardhouse for the limited purpose of providing security for the residents of the District and which serve a predominant public, as opposed to private, purpose. Such guardhouses shall be operated by the District or any other unit of local government pursuant to procedures designed to serve such security purposes as set forth in rules adopted by the board, from time to time, following the procedures set froth [sic] in chapter 120, Florida Statutes, as amended from time to time. As discussed herein, the guardhouse is not owned or operated by the District and is owned and operated by The National at Ave Maria Property Owners Association, Inc., (the “Association”) subject to the public access requirements of the agreement between the Association and District dated March 4, 2022.

road, *i.e.*, one open to and set apart for the public, as contrasted to a private road that by its nature is not open to the public and upon which the public has no right to travel.

(Emphasis in original). Further, the District's roads are owned and maintained by the District in its role as a special-purpose governmental entity, which also results in the District's roads being construed as "public" under Florida law. Because the District's roads are "public," the District cannot, by law, allow use of a gate to restrict public access thereto. As noted above, use of gates or fences may only be used when authorized by proper governmental authority. As the District does not have permitting or land development approval authority, Collier County is the entity with governmental authority to authorize such gates and fencing.

There are multiple gates located across District roadways. Such existing gates are not owned by the District but owned and operated by the respective neighborhood association. Such gates must be reviewed and approved by Collier County and operated in a manner to ensure public access. Such public access requirements are included in agreements with the respective neighborhood associations, consistent with the District's power described in the Act "to make and execute contracts and other instruments necessary or convenient to the exercise of its powers." To ensure compliance with state and federal law, attached hereto as Exhibit A are sample gate operation policies to help ensure that the public is afforded access to the District's roads.

While enforcing the road access procedures, note that section 316.2045, *Florida Statutes*, provides, subject to limited exceptions, "[a] person may not willfully obstruct the free, convenient, and normal use of a public street, highway, or road by: 1. Impeding, hindering, stifling, retarding, or restraining traffic or passage thereon; 2. Standing on or remaining in the street, highway, or road; or 3. Endangering the safe movement of vehicles or pedestrians traveling thereon." It goes on to state that "[a] person who violates [Florida Statute 316.2045(1)(a)] shall be cited for a pedestrian violation, punishable as provided in chapter 318."

As the District does not have traffic enforcement or police powers, the Collier County Sheriff's Office is the entity with authority to enforce section 316.2045, *Florida Statutes*, and other provisions of Chapter 316, *Florida Statutes*. The majority of available case law and other materials interpreting this statute regard first amendment right of assembly activities. However, Attorney General Opinion 90-51 regards the ability to construct a gate across a public roadway that would limit access to only residents or nonresidents that purchase a remote-control unit to open the gate, finding such use would be inconsistent with section 316.2045. Additionally, Attorney General Opinion 2004-65 provided that a security gate may be permitted by a city restricting access to a private drive that is connected to two public rights of way over which the public does not have access. While Attorney General Opinions are not binding on entities other than the requestor, these opinions offer the guidance on statutory interpretation. In this case, the gates were approved by Collier County as the entity with permitting and enforcement authority and enforcement jurisdiction.

In summary, because the District's roads are "public," the District cannot, by law allow use of gates to restrict public access thereto, such gates must be approved by Collier County and operated with procedures similar to the attached at all times to prevent restriction on public access.

EXHIBIT A

SAMPLE

Gate Operation Guidance

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

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
RANKING OF AUDITOR PROPOSALS
FOR FISCAL YEAR ENDING 9/30/23**

Audit Firms			
Criteria	Point Range	DiBartolomeo, McBee, Hartley & Barnes	Grau & Associates
Ability of Personnel: (E.g., geographic locations of the firms headquarters of permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load).	1-10	8	9
Proposer's Experience: (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).	1-10	7	9
Understanding of Scope of Work: Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.	1-10	7	9
Ability to Furnish the Required Services: 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.	1-10	7	9
Price: Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.	1-10	9	8
TOTAL POINTS	50	38	44
BID PRICE - 2022/2023 AUDIT		\$15,500.00	\$18,000.00
BID PRICE - 2023/2024 AUDIT		\$16,000.00	\$18,300.00
BID PRICE - 2024/2025 AUDIT		\$16,500.00	\$18,600.00
BID PRICE - 2025/2026 AUDIT		\$16,950.00	\$18,900.00
BID PRICE - 2026/2027 AUDIT		\$17,500.00	\$19,200.00
COMMENTS:		Currently the auditing firm for more than 30 Governmental Entities	Currently the auditing firm for more than 200 CDD's
RECOMMENDATION:			
Management recommends that Grau & Associates, the current auditor for the District and the firm with the most experience, be selected to perform the September 30, 2023, 2024 and 2025 annual audits, with an option subject to fee adjustments for inflation, to perform the fiscal year end audits for the two following years (FYE 9/30/26, FYE 9/30/27). Note that the name of the District was incorrect on the DiBartolomeo, McBee, Hartley & Barnes Proposal.			

Note: 2023/2024 Budget For Audit Services is \$20,300.

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

	<u>Oct '22 - Sep 23</u>	<u>22/23 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Expenditures				
01-1130 · Payroll Tax Expense	581.40	612.00	-30.60	95.0%
01-1131 · Supervisor Fees	7,600.00	8,000.00	-400.00	95.0%
01-1310 · Engineering	90,441.50	55,000.00	35,441.50	164.44%
01-1311 · Management Fees	83,036.97	84,000.00	-963.03	98.85%
01-1313 · Website Management	2,624.97	2,500.00	124.97	105.0%
01-1315 · Legal Fees	88,773.86	75,000.00	13,773.86	118.37%
01-1320 · Audit Fees	20,300.00	18,100.00	2,200.00	112.16%
01-1330 · Arbitrage Rebate Fee (2006)	3,900.00	3,250.00	650.00	120.0%
01-1441 · Travel & Lodging	7,126.95	4,000.00	3,126.95	178.17%
01-1450 · Insurance	39,973.00	37,000.00	2,973.00	108.04%
01-1480 · Legal Advertisements	10,889.48	8,000.00	2,889.48	136.12%
01-1512 · Miscellaneous	945.31	6,000.00	-5,054.69	15.76%
01-1513 · Postage and Delivery	2,939.10	2,000.00	939.10	146.96%
01-1514 · Office Supplies	5,529.04	3,500.00	2,029.04	157.97%
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	39,272.38	35,000.00	4,272.38	112.21%
01-1734 · Continuing Disclosure Fee	9,000.00	12,000.00	-3,000.00	75.0%
01-1735 · Assessment Roll	20,000.00	15,000.00	5,000.00	133.33%
01-1801 · Landscaping - Miscellaneous	25,312.86	30,000.00	-4,687.14	84.38%
01-1808 · Irrigation Repair	175,094.86	95,000.00	80,094.86	184.31%
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	111,464.76	50,000.00	61,464.76	222.93%
01-1816 · Electric-Streetlights,Landscape	117,030.37	85,000.00	32,030.37	137.68%
01-1817 · Maintenance Street Sweeping	0.00	1,000.00	-1,000.00	0.0%
01-1818 · Striping & Traffic Markings	187,837.84	100,000.00	87,837.84	187.84%
01-1819 · Street Light Maintenance	151,267.08	110,000.00	41,267.08	137.52%
01-1820 · Maint Sidewalk/Curb Repairs	175,849.60	150,000.00	25,849.60	117.23%
01-1830 · Maintenance Contracts	716,727.17	630,000.00	86,727.17	113.77%
01-1831 · Tree Trimming	123,463.42	146,000.00	-22,536.58	84.56%

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

	Oct '22 - Sep 23	22/23 Budget	\$ Over Budget	% of Budget
01-1832 · Storm Cleanup - Landscaping	61,419.67	25,000.00	36,419.67	245.68%
01-1833 · Plant Replacement	182,816.44	90,000.00	92,816.44	203.13%
01-1834 · Mulch	157,348.40	140,000.00	17,348.40	112.39%
01-1838 · Water Management & Drain	3,600.00	4,000.00	-400.00	90.0%
01-1839 · Entry Feature/Near Well Water	7,363.00	4,500.00	2,863.00	163.62%
01-1840 · Maintenance Misc. Utilities	17.20	0.00	17.20	100.0%
01-1841 · Maintenance Irrigation Water	115,064.96	85,000.00	30,064.96	135.37%
01-1842 · Maint Fountain/Repair	78,835.76	25,000.00	53,835.76	315.34%
01-1843 · Maintenance Rodent Control	15,900.00	8,000.00	7,900.00	198.75%
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	31,300.65	50,000.00	-18,699.35	62.6%
01-1847 · Mnt Drainage/Lke Mnt/Littorals	53,512.00	75,000.00	-21,488.00	71.35%
01-1848 · Maintenance Aerators	0.00	2,000.00	-2,000.00	0.0%
01-1850 · Maint-Preserve Maintenance	90,861.62	60,000.00	30,861.62	151.44%
01-1853 · Maintenance Small Tools	11,001.12	3,500.00	7,501.12	314.32%
01-1854 · Maint Miscellaneous Repairs	26,185.87	0.00	26,185.87	100.0%
01-1855 · Maint Vehicle Lease/Fuel/Repair	23,139.12	20,000.00	3,139.12	115.7%
01-1856 · Maint Mosquito Control	358,833.35	500,000.00	-141,166.65	71.77%
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	21,482.86	20,000.00	1,482.86	107.41%
01-1864 · Maintenance Admin Payroll	43,860.08	55,000.00	-11,139.92	79.75%
01-1867 · Asset Manager	0.00	50,000.00	-50,000.00	0.0%
01-1868 · Landcaping-Phase 2-Capital Prj	195,294.00	225,000.00	-29,706.00	86.8%
01-1869 · Field Operations	69,377.43	0.00	69,377.43	100.0%
01-1889 · Capital Outlay	102,691.81	0.00	102,691.81	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	4,015,501.08	3,524,462.00	491,039.08	113.93%