



AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

COLLIER COUNTY REGULAR BOARD MEETING DECEMBER 19, 2023 9:00 A.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

December 19, 2023

9:00 a.m.

Ave Maria Master Association (office/fitness center)

5080 Annunciation Circle, Unit 101

Ave Maria, Florida 34142

TO JOIN VIA ZOOM: <https://us02web.zoom.us/j/84779450200>

MEETING ID: 847 7945 0200 DIAL IN AT: 1-929-436-2866

- A. Call to Order
- B. Pledge of Allegiance
- C. Invocation
- D. Proof of PublicationPage 1
- E. Establish a Quorum
- F. Additions or Deletions to Agenda
- G. Comments from the Public for District Items on the Agenda
- H. Approval of Minutes
 - 1. November 7, 2023 Regular Board Meeting & Public Hearing MinutesPage 2
 - 2. December 13, 2023 Evaluation Committee Meeting.....Page 11
- I. Consent Agenda
 - 1. Consider Approval of CenturyLink Lumen Anthem Parkway Phase 5 Proposal.....Page 12
- J. Old Business
 - 1. AMSCD Projects Update.....Page 13
- K. New Business
 - 1. Consider Approval of Current Rates Mosquito Services.....Page 16
 - 2. Presentation of Evaluation Committee's Recommendation on Prequalified Contractor Applicants..Page 18
 - 3. Consider Resolution No. 2023-29 – Adopting Prequalified Contractors List.....Page 20
 - 4. Consider Resolution No. 2023-30 – Awarding Contract for Earthwork & Paving, Sanitary Sewer, Irrigation for Massa Way Irrigation Extension.....Page 22
 - 5. Consider Resolution No. 2023-31 – Adopting a Vehicle Use Policy.....Page 24
 - 6. Consider Resolution No. 2023-32 – Awarding Construction Contract for Ave Maria Blvd. and Oil Well Road Lighting.....Page 30
 - 7. Consider Resolution No. 2023-33 – Approving the Use of District Issued Debit Card.....Page 33
 - 8. Consider Approval of Temporary Construction Easement Agreement.....Page 38
 - 9. Consider Approval of First Amendment to Cost Share Agreement between the District and Ave Maria Utility Company LLLP for Consulting Services.....Page 46
- L. Administrative Matters
 - 1. Legal Report
 - 2. Engineer Report
 - 3. Manager's Report
 - a. Financials.....Page 70
- M. Final Public Comments
- N. Board Members Comments
- O. Adjourn

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

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
NOTICE OF CHANGE OF DATE OF REGULAR BOARD MEETING

The Board of Supervisors (the Board) of the Ave Maria Stewardship Community District (the District) will hold a Regular Board Meeting (Meeting) at 9:00 a.m. on December 19, 2023, in the Ave Maria Master Association located at 5080 Annunciation Circle, Unit 101, Ave Maria, Florida 34142, instead of December 5, 2023, as previously advertised.

The Meeting will be also 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.

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

Meeting ID: 847 7945 0200

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

Meeting ID: 847 7945 0200

The purpose of the Meeting is for the Board to address District related items as noted on the Agenda. At such time the Board is so authorized and may consider any business that may properly come before it.

A copy of the agenda may be obtained at the offices of the District Manager, Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (561) 630-4922, during normal business hours, or by visiting the Districts website at www.avemariastewardshipcd.org seven (7) days prior to the meeting date.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone or other communications media technology.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Managers 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 Managers office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

www.avemariastewardshipcd.org

November 27, 2023 9548497

**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/84779450200>

MEETING ID: 831 9805 1068 DIAL IN AT: 1 929 436 2866

November 7, 2023

A. CALL TO ORDER

The November 7, 2023, Regular Board Meeting of the Ave Maria Stewardship Community District (the “District”) was called to order at 6:00 p.m. in the Ave Maria Master Association located at 5080 Annunciation Circle, Unit 101, Ave Maria, Florida 34142. The meeting was also available via the Zoom information indicated above.

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

Mr. Klucik led the meeting in prayer.

D. PROOF OF PUBLICATION

Proof of publication was presented indicating that notice of the Regular Board Meeting had been published in the *Naples Daily News* on 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.
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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

Staff presented a Drainage Easement Agreement for the Phase 5A project be added to the agenda as New Business item #1.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously adopting the agenda.

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

Chairman Peek informed the Board, staff and members of the public that the meetings would be a little more formal than they have been in the past. He stated that there would be two public comment sections on the agenda, one at the beginning of the meeting and one at the end of the meeting.

District resident John Lanham commented that he believes regulations are exceeding the Ave Maria Stewardship Community District's mandate in regard to insurance requirements for special events. Mr. D'Angelo added that he is working with legal on the forms needed for special use permit events. Mr. Klucik asked if everyone holding events is being treated the same way and added that he believes it is important to have the district's liability covered when events use district land. Ms. Willson stated that special use permit forms are being updated and will be uniform for everyone attempting to acquire a special use permit for an event. Mr. Lanham added that he does not believe the district's rules are industry standard or what Collier County is doing. He stated he has a problem with the liability waivers.

District resident Paula Csantaverin asked if cell towers were being built in Ave Maria? Mr. DiFlorio stated that he believed there was one by the softball field.

Arlen Smith asked if the district or developer had considered a place for commercial vehicles to park or if there were plans? Ms. Twiss stated that the developer had designated a place at the tennis courts and applications for parking permits are available in the master association offices.

H. APPROVAL OF MINUTES

1. October 3, 2023, Regular Board Meeting

The minutes of the October 3, 2023, Regular Board Meeting were presented for consideration.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Roth and passed unanimously approving the minutes of the October 3, 2023, Regular Board Meeting, as presented.

I. DISCUSSION REGARDING PUBLIC COMMENT PROCEDURES

A lengthy discussion ensued as the Board reviewed the district's public comment policy which was adopted via resolution No. 2013-08. Mr. Klucik asked staff to check if a more recent policy had been adopted. He then stated he agreed the public comment dialogue during meetings had become a little loose but believes public input on agenda items is important and needed. Mr. Klucik then said he would like to have a public comment section after each agenda item with a limit of three (3) minutes enforced. Chairman Peek suggested the Board follow this meeting's structure and the adopted resolution for a few future meetings before re-evaluating the public comment procedures. The Board agreed and will re-evaluate the public comment procedures at a future meeting.

At 6:39 p.m. the regular board meeting was recessed and the public hearing on proposed construction prequalification criteria and procedures was opened.

J. PUBLIC HEARING

1. Proof of Publication Naples Daily News on 10/17/2023

2. Receive Public Comments and Objections on the Adoption of the District's Proposed Construction Prequalification Criteria and Procedures

There were no comments from the public.

3. Consider Resolution No. 2023-24 – Adopting Proposed Construction Prequalification Criteria and Procedures

Mr. Tryka presented. Mr. Klucik requested the RFQ be posted on social media and the district's website.

A **motion** was made by Mr. Klucik, seconded by Mr. Roth and passed unanimously approving Resolution No. 2023-24 – Adopting Proposed Construction Prequalification Criteria and Procedures adjusting the opening date to November 10, 2023 and the due date to December 11, 2023 and appointing David Genson, Sal D'Angelo and Ted Tryka as the evaluation committee.

At 6:49 p.m. the public hearing was closed and the regular board meeting reconvened.

K. CONSENT AGENDA

1. Consider Approval of Anthem Parkway Phase 5A Proposals

2. Consider Approval of Temporary Construction Easement

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving consent agenda.

L. OLD BUSINESS

1. AMSCD Projects Update

Staff reviewed the list. Dan Hartley stated that contracts for Anthem Parkway Phase 5A are being finalized.

Mr. Klucik asked staff to review the landscape contract regarding veteran's memorial plaza.

Mr. D'Angelo gave an update on towing company search and informed the board that he meets weekly with asset management consultant.

M. NEW BUSINESS

1. Consider Approval of Drainage Easement Agreement between Ave Maria Master Association, Inc and Ave Maria Stewardship Community District

Ms. Willson presented.

A **motion** was made by Mr. Klucik, seconded by Mr. Roth and passed unanimously approving Drainage Easement Agreement between Ave Maria Master Association, Inc and Ave Maria Stewardship Community District, as presented.

2. Consider Resolution No. 2023-25 – Adopting a Fiscal Year 2022/2023 Amended Budget

Mr. Karmeris presented and explained the purpose of the amended budget.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously adopting Resolution No. 2023-25 – Adopting a Fiscal Year 2022/2023 Amended Budget, as presented.

3. Consider Resolution No. 2023-26 – Adopting a Fiscal Year 2022/2023 Amended Budget for Master Irrigation Utility System

Mr. Karmeris presented.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Roth and passed unanimously adopting Resolution No. 2023-26 – Adopting a Fiscal Year 2022/2023 Amended Budget for Master Irrigation Utility System, as presented.

4. Consider Resolution No. 2023-27 – Adopting Amended Construction Protocols

Ms. Willson presented and fielded questions from the Board.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously adopting Resolution No. 2023-27 – Adopting Amended Construction Protocols, as presented.

5. Consider Selection and Approval of a Reserve Study Proposals

Mr. D'Angelo presented and explained his rationale for recommending Reserve Advisors LLC. The Board discussed the proposals with Mr. D'Angelo and accepted his recommendation.

A **motion** was made by Mr. Klucik, seconded by Mr. Roth and passed unanimously selecting Reserve Advisors LLC reserve study proposal subject to developer funding approval and legal contract preparation.

6. Consider Resolution No. 2023-28 – Adopting A Revised Lake Fishing Policy

Mr. D’Angelo presented, and a discussion ensued regarding the map of lakes. Mr. Klucik suggested a change to Section 2.c. to the following sentence: The general public may only fish in District lake #TN1A and #UN1A. When fishing in those lakes, they may only fish from the public access points.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously adopting Resolution No. 2023-28 – Adopting A Revised Lake Fishing Policy, as amended with Mr. Klucik’s suggested revision.

7. Discussion Regarding Food Truck Requests

Mr. D’Angelo informed the board that a request for a food truck on district roads was received and denied. Mr. Klucik added that there is a mechanism through the private property owner to do food trucks and does not believe the district has food truck events on its roads.

8. Discussion Regarding Memorandum on Gate Items

Ms. Willson presented her memo provided in the agenda packet. A lengthy discussion ensued regarding county permits, the issuing process, and the process of revoking permits. Ms. Willson added that she did not research the county’s revoking process.

N. AUDITOR SELECTION COMMITTEE

1. Ranking of Proposals/Consider Selection of an Auditor

Mr. Karmeris presented staff’s recommendation in the agenda packet. The Audit committee adopted staff’s rankings and recommended Grau & Associates to the board of supervisors.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously selecting Grau & Associates as Auditor.

O. ADMINISTRATIVE MATTERS

1. Legal Report

Ms. Willson stated that she was looking into the gate at Maple Ridge model homes.

2. Engineer’s Report

Mr. Tryka had nothing further to report.

3. Manager’s Report

a. Request for District Credit Card for Operations

The Board asked that a policy be brought back at the next meeting.

b. Financials

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

P. FINAL PUBLIC COMMENTS

District Resident John Strysik commented about gates being on district property and asked how the IRS is involved with issuing district bonds.

District Resident Ronny Lambotte asked if the county could review the permit for the National Gate. Ms. Willson stated the gates were constructed in accordance with county approved site plans.

Q. BOARD MEMBER COMMENTS

Mr. Klucik repeated that he liked having the public comment section under each agenda item.

Mr. Roth added that he and the board appreciate public input and welcomes it in the proper format.

R. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 8:33 p.m. by Chairman Peek. There were no objections.

Secretary/Assistant Secretary

Chair/Vice-Chairman

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.

Contractor Prequalification Public Meeting

Wednesday, December 13, 2023, 2:00 PM

5080 Annunciation Circle, Unit #101

Ave Maria, FL. 34142

Contractor's Prequalification Statement (Construction of Public Infrastructure Improvements and Maintenance Services).

In attendance: Sal D'Angelo, Dave Genson, and Ted Tryka

No public or contractors in attendance.

The evaluation committee reviewed and discussed the six (6) submitted proposals based on the *Notice to Prospective Bidders* and *Request for Qualifications*. The following firms submitted proposals:

- American Infrastructure Services (AIS)
- Haleakala Construction, Inc.
- Jensen Underground Utilities, Inc.
- Mitchell and Stark Construction
- O'Donnell Landscaping
- Woods and Wetlands, Inc.

It was concluded that all firms submitted the proper paperwork and were qualified to perform said work in their respective categories. Ted Tryka, District Engineer, is going to complete a memorandum for Board review and approval.

Sal D'Angelo III

Director of Operations/ SDS/AMSCD

Special Construction ProposalDate: 11/8/2023

Billing Address:

Work Location:

Customer: AVE MARIA STEWARDSHIP COMMUNIT ANTHEM PKW NE_AVE MARIAAttention: Daniel C. Hartley, P.E. County COLLIER
2501A BURNS ROAD NAPLES, FLPALM BEACH GARDENS, FL 33410

This Proposal is governed by the terms and conditions set forth herein as well as any applicable state or federal tariffs filed with the appropriate state or federal regulators. Description and/or specifications of work to be performed by an operating affiliate of CenturyLink Inc. ("CenturyLink") under this Proposal ("Work") is as follows:

ATC Project proposes to relocate an estimated 5000 feet of 24 fiber cable onto a customer placed new temporary aerial cable route, when new 24 fiber is placed and cutover to new cable. Then proceed with removing existing aerial 24 fiber cable with one not in service aerial 25 pair copper cable lashed together.

Advance Payment (required before work begins): \$44,070.40Total Charges: Forty-Four Thousand Seventy Dollars and 40/100

Customer shall indicate its acceptance of this Proposal by signing where indicated below. The date of Customer's signature shall be the effective date of this Proposal (the "Effective Date"). Upon such acceptance by Customer, this Proposal and the terms and conditions of any applicable Tariffs shall constitute a binding agreement.

For the Work performed hereunder, Customer will be responsible for the actual charges incurred by the Lumen affiliate performing the Work ("Provider"). The estimated charges above shall be paid prior to commencement of the Work ("Advance Payment"). Amounts due from Customer in excess of the Advance Payment shall be paid by Customer within thirty (30) days of invoice, or such longer time, if any, as set forth on such invoice. Refunds due Customer, if any, shall be refunded if and as required by applicable Tariffs. All past due, undisputed amounts due from Customer to Provider will be assessed a late fee at 14% APR. Where applicable, Customer shall also be responsible for foreign, federal, state and local taxes assessed in connection with the Work, including without limitation, all use, sales, value added, surcharges, excise, franchises, commercial, gross receipts, license, privilege or other similar charges, whether charged to or against Provider or Customer, but excluding any taxes based on Provider's net income.

For Governmental Customers only, no Advance Payment is due. Lumen will submit an invoice of charges upon completion of the Work, payable within forty-five (45) days of receipt. Past due undisputed amounts will be assessed a late fee in accordance with applicable laws.

The Work in this Proposal is separate from any work that may be performed pursuant to any other order or agreement, including but not limited to a Pre-Service Request for cell site provisioning.

This Proposal shall be deemed withdrawn by Provider if not accepted by Customer within thirty (30) days of the date of this Proposal. Except for Proposals signed by Governmental Customers, if Provider has not received the Advance Payment within thirty (30) days of the Effective Date, this Proposal will automatically expire without further action by either party.

Customer

Authorized Signature: _____

Name Printed/Typed: _____

Title: _____

Date: _____

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

DECEMBER 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	December 2024	Costs being reviewed	0%	Andrew Karmeris (District)	Permits have been issued, contracts are being finalized.
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	Dec 2023	Costs being reviewed.	0%	David Genson (AMD)	AMD is working on pricing.

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	11/01/2022	10/1/23	9/30/24	\$75,000	FY24 – 0%	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 Spring 2024 meeting.
Front Fountain	04/04/2023	N/A	Dec 2023	N/A	N/A	Donny Diaz	The signage lights project is complete. The fountains are currently down and waiting on parts to

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

							arrive.
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	End of 2024	\$430,000	0%	Ted Tryka (District)	Proposals to be requested from prequalified contractors.



600 North Road | Naples, FL 34104-3464 | P 239.436.1000 | F 239.436.1005

September 20, 2023

Ave Maria Stewardship Community District
Attn: Mr. Todd Wodraska, District Manager
c/o Special District Services, Inc.
2501 Burns Road, Suite A
Palm Beach Gardens, FL 33410

Dear Mr. Wodraska:

This letter is to inform you that, at the regularly scheduled Board Meeting of the Commissioners of the Collier Mosquito Control District on September 20, 2023, your request to renew the Interlocal Agreement for mosquito control services by the Collier Mosquito Control District for the Ave Maria Stewardship Community District through September 30, 2024, was approved.

The costs for aircraft time will be \$600 per hour for treatment by airplane and helicopter and \$50 per hour for UAS/ Drone.

The costs for chemical which may be utilized in your area are as follows and will be invoiced at the time services are rendered.

Adulticides	2022 Bid Price	2023 Bid Price
Dibrom Concentrate	\$251.70/gal	\$264.29/gal
Merus (OMRI)	\$321.66/gal	\$340.73/gal
Duet HD	\$223.64/gal	\$255.96/gal
Wisdom TC Flowable	\$37.25/gal	\$49.45/gal

Liquid Larvicides	2022 Bid Price	2023 Bid Price
Vectobac WDG	\$33.72/lb.	\$35.42/lb.
Natular SC (OMRI)	\$1,076.43/gal	\$1,319.25/gal
Vectobac 12 AS	\$36.87/gal	\$38.68/gal

Hangar | P 239.436.1008 | F 239.436.1007
Immokalee Substation | 2050 Commerce Avenue, Unit #7 | Immokalee, FL 34142 | 239.867.3200

Board of Commissioners D. Russell Burland, Chair | K. Edward Brandt, Vice-Chair/Secretary
Sandra Lee Buxton, Treasurer | Bruce J. Buchanan | John F. Johnson
Executive Director Patrick P. Linn, MS, MSHAPI

Granular Larvicides	2022 Bid Price	2023 Bid Price
Natular G30 (OMRI)	\$18.01/lb.	\$20.40/lb.
Vectoprime FG	\$3.97/lb.	\$4.17/lb.
Fourstar BTI CRG	\$13.01/lb.	\$13.91/lb.
Vectomax FG (OMRI)	\$7.82/lb.	\$8.09/lb.
Vectobac GR (OMRI)	N/A	\$2.10/lb

*Please note these prices are subject to change based on the District's December 2023 Bid for Chemical.

If you have any questions or require additional information, please feel free to contact me at (239) 436-1000.

Sincerely,



D. Russell Burland
Chair, CMCD Board of Commissioners

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
NOTICE OF EVALUATION COMMITTEE MEETING

A special public meeting of the Evaluation Committee of the Ave Maria Stewardship Community District (District) is scheduled to be held on December 13, 2023, at 2:00 p.m. at the Ave Maria Master Association Building, 5080 Annunciation Circle, Suite 101, Ave Maria, Florida 34142, to evaluate pre-qualification packages received in response to its request for qualifications for construction and maintenance services. No official action will be taken at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law including but not limited to Chapter 2004-461, Laws of Florida.

A copy of the agenda for this meeting may be obtained from Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, (561) 630-4922 (District Managers Office). The District Evaluation Committee Meeting is open to the public and will be conducted in accordance with provisions of Florida law. The District Evaluation Committee Meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Committee Members will participate by telephone or other telecommunication device.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Managers 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 Managers Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at a future Board meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Andrew Karmeris

District Manager

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

www.avemariastewardshipcd.org

No. 9548193 Nov. 30, 2023



Professional Engineers, Planners & Land Surveyors

7400 Tamiami Trail N., Suite 200, Naples, Florida 34108

Phone (239)597-3111

Fax: (239)566-2203

MEMORANDUM

Date: December 13, 2023
Project: AMSCD Prequalification Statement for Construction of Public Infrastructure Improvements and Maintenance Services
Subject: Selection Committee Meeting
From: Edward "Ted" F. Tryka III, P.E., District Engineer
To: Andrew Karmeris, District Manager

A meeting of the AMSCD selection committee, consisting of members Sal D'Angelo, David Genson, and Ted Tryka, was held on this date to review and qualify the responses which were submitted. The following Six (6) companies responded:

American Infrastructure Services (AIS)
Haleakala Construction, Inc.
Jensen Underground Utilities, Inc.
Mitchell and Stark Construction
O'Donnell Landscaping; and
Woods and Wetlands, Inc.

Each of the firms have offices in the Naples/Fort Myers area.

After reviewing the submission packages the committee members agreed the contractors met all the requirements and were highly qualified to perform the work in the categories which they submitted. After a brief discussion, the selection committee unanimously agreed to recommend selection of all six (6) of the contractors, in their respective categories, to the AMSCD Board. The following is a listing of each contractor and their categories:

Categories	AIS	Haleakala Const.	Jensen Underground	Mitchell & Stark	O'Donnell Landscapes	Woods and Wetlands
1 - Excavation / Earthwork / Underground		X	X	X		
2 - Road Paving				X		
3 - Landscape					X	X
4 - Irrigation					X	
5 - Hardscape						
6 - Street Lighting	X					
7 - Stormwater Management			X	X		X
8 - Exotic Vegetation Removal						X
9 - Lake and Littoral Maintenance				X		X

RESOLUTION 2023-29

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ADOPTING THE PREQUALIFIED CONSTRUCTION AND MAINTENANCE CONTRACTORS; 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, 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, in November of 2023, the District issued a Request for Qualifications (“RFQ”) in order to prequalify 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, at the December 19, 2023, meeting of the Board of Supervisors of the District, the District considered the Evaluation Committee’s recommendation of adopted all applicants as prequalified infrastructure or maintenance contractors; and

WHEREAS, pursuant to the terms of the RFQ, the prequalification decision of the Board of Supervisors was to be valid for a period of three (3) years, 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 further desires to extend the previous prequalified contractors’, adopted per Resolution 2021-07 on May 4, 2021, status to an additional three (3) years with up to an additional two (2) years extension; and

WHEREAS, the District now desires to adopt prequalified construction and maintenance contractors 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 hereby adopts the below list of prequalified contractors in the categories indicated. Such prequalification term will expire December 18, 2026. At such time the Board of Supervisors of the District may determine, at its sole discretion, whether to extend the

term of the prequalified contractors for an additional two (2) years or begin the prequalification process again.

Contractor:

Category:

SECTION 2. The District hereby extends the previous prequalified contractors adopted per Resolution 2021-07, dated May 4, 2021. Such prequalification term will expire December 18, 2026. At such time the Board of Supervisors of the District may determine, at its sole discretion, whether to extend the term of the prequalified contractors for an additional two (2) years or begin the prequalification process again. Pursuant to the District Rules of Procedure (the “Rules”), Rule 3.7, it shall be in the District’s sole discretion to utilize the prequalified vendors for a particular category of service. In the event District elects not to utilize prequalified vendors, procurement shall be made in accordance with the Rules and applicable Florida law.

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 19th day of December, 2023.

ATTEST:

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

Secretary / Assistant Secretary

Thomas Peek, Chairman

RESOLUTION 2023-30

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT REGARDING THE AWARD OF A CONSTRUCTION CONTRACT AND EXECUTION OF APPLICABLE COST SHARES; 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 established pursuant to Chapter 2004-461, Laws of Florida, as amended, to plan, construct, install, acquire, finance, manage and operate public improvements and community facilities for lands within the District; and

WHEREAS, the District has solicited bids from prequalified contractors interested in providing earthwork and paving, sanitary sewer, irrigation, and effluent construction services related to the Massa Way Irrigation Extension project (the “Project”); and

WHEREAS, the District has received and evaluated bids from two (2) prequalified contractor interested in providing those services; and

WHEREAS, _____ submitted a responsive bid for earthwork and paving services (the “Earthwork and Paving Contractor”); and

WHEREAS, in the best interest of the District, the Board desires to award a contract to the Earthwork and Paving Contractor; and

WHEREAS, _____ submitted a responsive bid for sanitary sewer, irrigation and effluent services (the “Sanitary Sewer, Irrigation and Effluent Contractor”); and

WHEREAS, in the best interest of the District, the Board desires to award contracts to the Earthwork and Paving Contractor and the Sanitary Sewer, Irrigation and Effluent Contractor.

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

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

SECTION 2. The bid submitted by the Earthwork and Paving Contractor and the Sanitary Sewer, Irrigation and Effluent Contractor are the bids which best serve the interests of the District.

SECTION 3. The Earthwork and Paving Contractor shall be awarded a contract for construction services relating to earthwork and paving portion of the Project. The Sanitary Sewer, Irrigation and Effluent Contractor shall be awarded a contract for construction services relating to the sanitary sewer, irrigation and effluent portion of the Project.

SECTION 4. The Chairman and District Staff are hereby authorized to give notice of this award to all bidders to the extent required by law and to proceed with the execution of a contract with the selected proposer. Further, if applicable, the Chairman is authorized to execute a cost share agreement with Ave Maria Utility Company, LLLP or other respective entities for non-District items of work related to the included in the Contractor's bid and related to the Project.

SECTION 6. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 7. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 19th day of December, 2023.

ATTEST:

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

Secretary / Assistant Secretary

Thomas Peek, Chairman

RESOLUTION 2023-31

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
ADOPTING A FLEET SAFETY AND DRIVING POLICY;
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 2004-461, Laws of Florida, as amended (the “Act”), for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

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

WHEREAS, the Board recognizes the District has purchased vehicles for use by District Field Operations Management Services Staff for the purpose of conducting District business (the “Vehicles”); and

WHEREAS, the hereby determines it is in the best interests of the District, and necessary for the conduct of District business, to establish a policy governing the use of such vehicles, as set forth in **Exhibit A**.

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

SECTION 1. The attached Fleet Safety and Driving Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution. All District Field Operations Management Services Staff must execute the notice included in Exhibit A and District Manager shall ensure an executed copy is maintained in the District’s records.

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 19th DAY OF DECEMBER, 2023

ATTEST:

**AVE MARIA STEWARDSHIP COMMUNITY
DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

EXHIBIT “A”

Fleet Safety and Driving Policy

Special District Services/Ave Maria Stewardship Community District

Purpose

Ave Maria Stewardship Community District (“AMSCD”) has acquired vehicles (the “Vehicles”) for use by District Field Operations Management Services Staff (as such term is defined in the Agreement) pursuant to the Amended and Restated Agreement for Services Management dated July 11, 2023 (the “Agreement”). The District is committed to reducing accidents and providing a safe environment for all users of the vehicles.

The environment in which motor vehicle accidents occur involves numerous complex factors, many of which are uncontrollable. The purpose of AMSCD Fleet Safety and Driving Policy is to eliminate unnecessary injuries and fatal circumstances by reducing those factors that we can control.

To further this goal, AMSCD developed a Fleet Safety and Driving Policy (the “Policy”) effective December 19, 2023. This Policy applies to all current and future District Field Operations Management Services Staff.

Objective

AMSCD purchases, maintains, and services the Vehicles for daily use by District Field Operations Management Services Staff. As such, this policy provides direction and sets forth District Field Operations Management Services Staff expectations in the operation and use of District Vehicles.

Basic Vehicle Operation Guidelines

District Field Operations Management Services Staff are expected to treat District Vehicles with an appropriate level of respect and care, demonstrating an attitude of loyalty and pride to the District. The following are basic Vehicle operation principles to which District Field Operations Management Services Staff are required to adhere:

- Always wear a seat belt.
- Drive defensively. Always anticipate what other drivers on the road might do wrong and plan your mode of escape. Never move through traffic aggressively.
- Respect speed limits and traffic signs. Follow all traffic signals.
- Use parking brakes as necessary to stabilize the vehicle from moving/rolling.

Traffic Violations

AMSCD is not responsible for any traffic violations or parking tickets acquired by violation of ordinance, state or federal laws regarding your driving habits and operation of your motor vehicle. Any ticket issued is the District Field Operations Management Services Staff responsibility, even if the ticket is issued while conducting business for AMSCD.

Distracted Driving

AMSCD is committed to District Field Operations Management Services Staff safety, and for this reason firmly prohibits all behavior that distracts District Field Operations Management Services Staff while they are operating a district vehicle. General guidelines for behavior while driving are as follows:

- Use of cell phones while driving is strictly prohibited: This includes all functions of the cell phone including, but not limited to, phone calls, text messaging/SMS, email, MMS, Internet use and camera use.
- Use of electronic devices (including laptops, PDAs, cameras and pagers): While driving is strictly prohibited unless specifically outlined below.
- Voicemail must handle all calls while driving, and calls may only be returned when stopped or pulled off the road.
- Passengers making or taking calls for the driver is permissible provided the interaction does not affect the driver's performance.
- Regular callers must be informed that you will not be available while driving and should be notified of the best times to call based on the driving schedule.
- District Field Operations Management Services Staff who receive calls from others who are driving are obligated to ask that the staff member call back at a more appropriate time.

Headset/Hands-free Use

AMSCD prohibits the use of hand-held mobile devices while driving. Using a hand-held mobile device means using at least one hand to hold the mobile device, dialing a mobile device by pressing more than a single button or reaching for a mobile device in a manner that requires the driver to maneuver so they are no longer in a seated driving position, restrained by a seat belt. However, the use of headsets or hands-free devices while driving is permissible if:

- The device is preapproved by the District for use.
- Use of the device does not cause distraction (for example, fiddling with the device or taking eyes off the road to get it to function properly).
- Any dialing or use of the handset requires a single button.
- Any dialing or use of the handset is handled while stopped or pulled to the side of the road.
- Conversations do not interfere with the driver's ability to drive safely.
- Road conditions are generally good and do not threaten the driver's safety.

Emergency Calls

The only exception to the cell phone use guideline is calls placed to 911. If placing or accepting an emergency call, it should be kept short with a hands-free option if available. The vehicle should be pulled over if possible.

GPS Systems

AMSCD understands that sometimes, especially when traveling in unfamiliar areas, drivers require assistance with directions. GPS systems are extremely helpful devices, but they can also be distracting if used improperly. Field Operations Management Services Staff must adhere to the following:

- Mounted GPS systems may not block or obstruct the driver's view in any way.
- GPS systems must be voice narrated and must not require that the driver look away from the road to follow instructions.
- Field Operations Management Services Staff may not program the system while in motion.
- Programming or otherwise engaging with the GPS screen may only occur while stopped or while pulled off the road.

Audio Devices

In some cases, worrying about music selection or touching dials and buttons on the radio or audio device may be just as dangerous as cell phone use. It takes eyes and concentration off the road, which is not permissible under AMSCD policy. AMSCD allows District Field Operations Management Services Staff use of personal, portable audio devices, because we do not want to eliminate Field Operations Management Services Staff's ability to enjoy music while behind the wheel. However, District Field Operations Management Services Staff must follow these guidelines:

- District Field Operations Management Services Staff may not take eyes off the road to adjust music settings.
- Programming music settings while stopped, pulled off the road or before departing is permissible behavior.
- District Field Operations Management Services Staff may not under any circumstances use MP3 players or other handheld electronic audio devices with headphones. Not only is it illegal in most states, but it also impedes the driver's ability to properly hear warning signs, signals or sirens.

Preventive Maintenance

To maintain the safety and integrity of the vehicle, AMSCD will provide the necessary resources to ensure all vehicles are operating properly. All routine motor vehicle maintenance will be done according to the manufacturer's specifications. Critical components that must always be controlled, maintained and promptly repaired are brakes, tires, suspension, steering, lights, mirrors, windows and windshield wipers. AMSCD vehicles shall remain in a clean and functioning state ready for use.

Accident Investigation Procedures

AMSCD realizes some accidents are unpreventable. Drivers should seek medical attention immediately, if necessary, Supervisors and drivers will be trained in post-accident procedures to secure the details of the accident and document the damage. Providing detailed facts of the accident will help our insurance carrier deter fraudulent actions.

Drivers are required to document all details of the accident: traffic flow, speed limits, stop lights/signs, weather conditions, citations issued and all other relevant information. Pictures should be taken to document the extent of damage to all vehicles involved.

Once this information is secured, the driver is to report all accidents immediately to their supervisor. If the vehicle is inoperable, arrangements need to be made for towing and delivery of cargo.

District Vehicles for Personal Use

Personal use of District Vehicles is prohibited. Use of the District Vehicle is limited to travel to and

District-related events. Any errand or travel that is not directly District related is considered personal travel. The Vehicle is not to be used for personal or entertainment purposes.

Prohibited Behavior

Use of District Vehicles is a privilege. Behaviors that result in termination, suspension, and/or permanent loss of driving privileges include but are not limited to the following:

- Driving while under the influence of drugs or alcohol
- Negligent homicide
- Operating a Vehicle with a suspended license
- Using a motor vehicle for commission of a felony
- Aggravated assault with a motor vehicle
- Reckless driving
- Hit and run
- Three convictions for moving violations
- Use of a district vehicle without authorization
- Three or more major traffic violations
- More than two preventable accidents involving personal injury or property damage in any three-year period

Specialty Vehicles

Golf carts and other specialty vehicles in use on AMSCD property to move people and materials around the facility require specific precautions:

- Vehicles must travel at an acceptable speed, slowing down in wet or slippery conditions.
- Vehicles must yield to pedestrians.
- Vehicles must keep to designated paths and roadways, staying off major streets. Carts may not block traffic paths where parked.
- Vehicles may not carry more passengers than the cart is designed to accommodate. If the vehicle is equipped with seat belts, they must be used.
- All passengers must keep their hands, feet and other body parts inside the vehicle.
- The driver must be aware of the surroundings, paying attention to driving signs and warnings, even if they are directed at autos and listening for warnings like emergency vehicle sirens, children playing or other vehicles.

District Fuel Use and Associated Charges

Fuel costs for AMSCD vehicles shall be expensed through the approved/ratified annual budget under the appropriate Operations and Maintenance Expenditure line item.

Fleet Safety and Driving Policy

Notice to District Field Operations Management Services Staff

The environment in which motor vehicle accidents occur involves numerous complex factors, many of which are uncontrollable. The purpose of AMSCD Fleet Safety Policy is to eliminate unnecessary injuries and fatal circumstances by reducing those factors that we can control.

All District Field Operations Management Services Staff are expected and required to actively participate in this policy for their own health and well-being. AMSCD encourages its District Field Operations Management Services Staff to take a proactive approach in identifying potential hazards by promptly reporting them to their supervisor. **The use of seat belts and other safety devices is mandatory.**

Driving under the influence of alcohol or other illegal substances is prohibited.

We encourage all District Field Operations Management Services Staff to report all maintenance and malfunction issues immediately to the Operations Manager or Director of Operations. AMSCD realizes a proper working vehicle is the first step to ensuring everyone's safety.

Regarding vehicle accidents, drivers are required to document all details of the accident: traffic flow, speed limits, stop lights/signs, weather conditions, citations issued and other relevant information. Pictures should be taken to document the extent of damage to all vehicles involved. **Report all accidents immediately to the Operations Manager or Director of Operations.**

Personal use of District Vehicles is prohibited.

I have read and understand AMSCD Fleet Safety and Driving Policy, and its requirements and expectations of me.

Staff signature

Date

Specific Authority: Ch. 2004-461, *Laws of Florida*
Effective date: December 19, 2023

RESOLUTION 2023-32

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT REGARDING THE AWARD OF A CONSTRUCTION CONTRACT AND EXECUTION OF APPLICABLE COST SHARES; 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 established pursuant to Chapter 2004-461, Laws of Florida to plan, construct, install, acquire, finance, manage and operate public improvements and community facilities for lands within the District; and

WHEREAS, the District has solicited bids from prequalified contractors interested in providing construction services related to the Ave Maria Blvd. and Oil Well Road Lighting project (the “Project”); and

WHEREAS, the District has received and evaluated bids from one (1) prequalified contractor interested in providing those services; and

WHEREAS, Quality Enterprises, Inc. submitted a responsive bid (the “Contractor”); and

WHEREAS, in the best interest of the District, the Board desires to award a contract to the Contractor.

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

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

SECTION 2. The bid submitted by the Contractor is the bid which best serves the interests of the District.

SECTION 3. The Contractor shall be awarded a contract for construction services for the Project.

SECTION 4. The Chairman and District Staff are hereby authorized to give notice of this award to all bidders to the extent required by law and to proceed with the execution of a contract with the selected proposer. Further the Chairman is authorized to execute a cost share agreement with any respective entities for non-District items of work related to the included in the Contractor’s bid and related to the Project.

SECTION 6. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 7. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 19th day of December, 2023.

ATTEST:

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

Secretary / Assistant Secretary

Thomas Peek, Chairman



Professional Engineers, Planners & Land Surveyors

7400 Tamiami Trail N., Suite 200, Naples, Florida 34108

Phone (239)597-3111

Fax: (239)566-2203

MEMORANDUM

Date: December 18, 2023
Project: Ave Maria Blvd. and Oil Well Road Lighting
Subject: Bid Results and Recommendation of Award of Contract
From: Edward F. Tryka III, PE, District Engineer
To: Andrew Karmeris, District Manager

All prequalified contractors were contacted with an invitation to bid due on December 15, 2023. One bid was received from Quality Enterprises, Inc. for \$538,958.00

The bid was checked for mathematical errors, and none were found.

Based upon our review of the bid received for the above-listed project it is our recommendation to the Board that it finds Quality Enterprises, Inc. the lowest responsive bid submitted by a responsive bidder for the project. In accordance with District Rule of Procedure 3.5, the lowest responsive bid submitted by a responsive and responsible bidder in response to an Invitation to Bid shall be accepted.

We are not aware of any outstanding issues or problems with Quality Enterprises, Inc. that would prevent us from recommending their selection as the lowest responsive bid submitted by a responsive and responsible bidder.

Agnoli, Barber & Brundage, Inc. looks forward to working successfully with the selected bidder on this project.

RESOLUTION 2023-33

A RESOLUTION OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT (THE “DISTRICT”) AUTHORIZING THE DISBURSEMENT OF FUNDS OF THE DISTRICT WITHOUT PRIOR APPROVAL OF THE DISTRICT’S BOARD OF SUPERVISORS (“BOARD”); SETTING CERTAIN MONETARY THRESHOLDS; ESTABLISHING CONDITIONS PRECEDENT TO THE DISBURSEMENT OF FUNDS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 2004-461, Laws of Florida, as amended (the “Act”), for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

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

WHEREAS, Rule 1.1(2)(f) of the District’s Rules of Procedure contemplates that the Board may delegate authority to others to contract or make expenditures on behalf of the District; and

WHEREAS, the Board hereby determines that for purposes of administrative and accounting necessity, it is in the best interests of the District, and necessary for the conduct of District business, to establish a policy governing the disbursement of funds with prior approval by the District Manager, Operations Director, Chairperson and/or Vice Chairperson, as set forth below.

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

Section 1. Payment of Expenses.

A. Continuing Expenses. The Board hereby authorizes the payment of invoices of continuing expenses, which meet the following requirements:

- 1.** The invoices must be due on or before the next scheduled meeting of the Board of Supervisors.
- 2.** The invoice must be pursuant to a contract or agreement authorized by the Board of Supervisors.
- 3.** The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.

B. Non-Continuing Expenses. The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses which are 1) required or appropriate for the District to maintain orderly, efficient and effective operations, maintenance and replacement of the District's facilities and infrastructure, 2) required to provide for the health, safety, and welfare of the residents within the District; or 3) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, pursuant to the following schedule:

1. Non-Continuing Expenses Not Exceeding \$12,000 with approval of the District Manager or Operations Director; and

2. Non-Continuing Expenses Not Exceeding \$20,000 with approval of the District Manager and Operations Director; and

Non-Continuing Expenses exceeding \$20,000 shall be approved by the Board unless they are an Emergency Expense authorized under Section 1.C.

Before any expenditure is made under Section 1.B., the District Manager and/or the Operations Director shall confirm that there are available funds in the budget to pay the expense, either in the line item most germane to the expense or in another budget line item that has the capacity to be used for the expense.

C. Emergency Expenses. For emergency expenses exceeding the authorization in Section 1.B. above, and in the event that an emergency meeting of the Board cannot timely be convened pursuant to the District's Rule 1.3(6) and Florida law, the Board hereby authorizes the disbursement of funds in an amount not to exceed \$50,000 to address any emergency condition affecting the District, but only with the prior written approval of the Chairperson, or in his or her absence, the Vice Chairperson of the District. For purposes of this Resolution, the term "emergency expense" means a purchase or payment necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the delay of waiting for a board meeting would be detrimental to the interests of the District. This includes, but is not limited to, instances where delay will jeopardize the funding for the project, will materially increase the cost of the project, will likely cause damage to property, will prejudice the District's interest in a project already in progress, or will create an undue hardship on the public health, safety, or welfare.

Section 2. Conditions Precedent to Payment of Expenses.

1. For Non-Continuing Expenses greater than \$5,000, the Operations Director shall obtain a minimum of two bids for the work. For Non-Continuing Expenses greater than \$20,000, the Operations Director and/or District Manager shall obtain three bids for the work. If the Operations Director and/or District Manager is unable to obtain the required number of bids, the Operations Director and/or District Manager shall notify the Chairperson of the Board of the efforts undertaken to obtain multiple bids or the rationale behind a sole source bid.
2. If a purchasing card is utilized for such purchase, the District Chair and Operations Director, or its designee authorized to utilize such card, shall execute and abide by the District's *Agreement Regarding Use of District-Issued Debit Card*, the form of which is attached hereto as **Exhibit A**.

Section 3. Board Consideration. Any payment made pursuant to the Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification. Copies of any disbursements made under the authority of this Resolution shall be included in the agenda package for the scheduled meeting or otherwise distributed to the Board at the meeting.

Section 4. Severability. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

Section 5. Effective Date; Conflicts. This Resolution shall take effect upon the passage and adoption by the Board, and shall remain in effect unless rescinded or repealed. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

PASSED AND ADOPTED this 19th day of December, 2023.

ATTEST:

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

Secretary / Assistant Secretary

Thomas Peek, Chairperson

Exhibit A: Agreement Regarding Use of District-Issued Debit Card

Exhibit A

Agreement Regarding Use of District Issued Debit Card

AGREEMENT REGARDING USE OF DISTRICT-ISSUED DEBIT CARD

As the _____ for the Ave Maria Stewardship Community District (“District”), I, _____, as District Manager/Operations Director, understand that I am authorized to use the District-issued Debit Card (the “Debit Card”) to make purchases as set forth in Resolution 2024-_____ adopted by the District on December 19, 2023 (the “Resolution”). In this respect, I will adhere to the following:

1. Compliance with Resolution, Rules & Policies. I agree to abide by all of the terms of the Resolution, as may be amended from time to time. I further agree to abide by the policies of the bank from which the Debit Card is issued. I understand all such terms, rules, and policies.

2. Authorized Expenditures Only. I agree to use the Debit Card for approved District expenditures only, as set forth in the Resolution, and not personal expenses. I further agree not to use the Debit Card to obtain cash advances of any kind, whether from banks, credit unions, automatic tellers, or other means. I understand that in all cases of misuse, the District reserves the right to recover any monies and other damages from me.

3. Procurement Procedures by District Manager/Operations Director. District Manager/Operations Director shall have the authority to make payment directly to vendors for emergency or non-recurring purchases using the Debit Card as described in this section. All of District Manager/Operations Director’s expenditures shall be in accordance with the District’s Rules of Procedure and Florida law. The District shall provide to District Manager/Operations Director one Debit Card with a limit of _____ Dollars (\$) for the District Manager/Operations Director. The District Manager/Operations Director shall be the only individual authorized to use the Debit Card. To the extent feasible, the District Manager/Operations Director shall take all necessary steps to ensure that any Debit Card purchases are made on a tax-exempt basis. The District shall not replenish the Debit Card until provided with a full accounting, including copies of any receipts, for any monies the District Manager/Operations Director spent. Any purchases pursuant to this section that would require spending in excess of the applicable line-item amounts set forth in the annual operations and maintenance budget adopted by the District’s Board and as may be amended from time to time (“O&M Budget”) shall require prior approval from the Board. The District Manager/Operations Director shall be responsible for reimbursing the District for any Debit Card purchases that are not supported by appropriate receipts, or other proof of payment mutually agreed upon by the Parties, or that are not approved as part of the O&M Budget or by the Board (“Reimbursement Amount”) as well as any fees or penalties incurred as a result of such purchases. The District Manager/Operations Director shall pay the District an additional fee in the amount of ten (10) percent of the Reimbursement Amount in the event District Manager/Operations Director fails to reimburse the District within fifteen (15) days of receipt of notice from the District of unsupported Debit Card charges.

4. Security. I agree to maintain the security of the Debit Card at all times in order to prevent the Debit Card from being used for fraudulent or corrupt purposes, and to account for all Debit Card expenditures with appropriate receipts.

5. Accounting. I understand that the Debit Card will be funded only up to Dollars (\$) at any given time, and in order for the account to be replenished I must submit appropriate receipts to the District pursuant to the terms of the Resolution. I understand that unaccounted for or unapproved Debit Card expenditures are my responsibility, and that I may be liable for them at the discretion of the District. I will notify the District immediately upon discovering the Debit Card has been lost, misused, or stolen.

6. Conclusion of Employment. Upon the conclusion of my employment, I agree to submit the Debit Card to the District and all receipts within twenty-four (24) hours of my last day of work.

Signature: _____ Title: _____ Date: _____

Signature: _____ Title: District Chair Date: _____

Upon recording, this instrument should be returned to:

Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
[AVE MARIA BOULEVARD]

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“**Agreement**”) is made this _____ day of _____, 2023 by **AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2004-461, Laws of Florida, whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (“**District**”), and **AVE MARIA UNIVERSITY, INC.** a Florida not-for-profit corporation, whose address for purposes hereof is 5050 Ave Maria Boulevard, Ave Maria, Florida 34142 (“**University**,” and together with District, the “**Parties**,” and each a “**Party**”).

WITNESSETH:

WHEREAS, the District was established pursuant to Chapter 2004-461, Laws of Florida, (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure and other infrastructure improvements within or without the boundaries of the District; and

WHEREAS, the District presently owns the land described in **Exhibit A** (“**Easement Area**”); and

WHEREAS, the University desires to construct median and related landscape and irrigation improvements (the “**Improvements**”) within the Easement Area as further depicted in the attached **Exhibit B** (“**Work**”); and

WHEREAS, given that the District has no objections, the University desires to undertake the Work.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. **Construction Easement.** The District hereby grants to University an easement over, upon, under, through, and across the Easement Area for ingress and egress for the Work (“Easement”). University shall use all due care to protect the Easement Area and adjoining property from damage resulting from University’s use of the Easement Area. The University agrees to pay the cost associated with and cooperate fully in the transfer of any permits to the District for any improvements conveyed pursuant to this Easement. University shall remain responsible for completion of all required permits, certifications or other approvals necessary to convey the improvements to the District, and upon completion of the Work and approval by the District Engineer shall convey the Improvements to the District via bill of sale for District’s operation and maintenance.

3. **Damage.** In the event that University, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, University, at University’s sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition.

4. **Insurance and Indemnity.** University and/or any contractors performing work for University on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for University on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming University and District as insureds, as their interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by District. University hereby agrees to indemnify and hold harmless District from and against any and all liability arising out of University’s activities within the Easement Area. University agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of District’s limitations on liability as set forth in Section 768.28, Florida Statutes, or other applicable law.

5. **Liens.** University shall not permit (and shall promptly satisfy or bond) any construction, mechanic’s lien or encumbrance against the Easement Area in connection with the exercise of rights hereunder. If any contract for Work within the Easement Area total exceeds \$200,000.00, University shall require contractor post a payment and performance bond in accordance with the requirements of s. 255.05, Florida Statutes.

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

7. **Enforcement of Agreement.** In the event that the District or University seeks to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be

entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

8. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any Party is required, or may desire, to give to or make upon the other Party pursuant to this Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other Party at the addresses first listed above (or to such other place as any Party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel(s) for University may deliver Notice on behalf of the District and University, respectively.

9. **Third Parties.** This Agreement is solely for the benefit of the District and University, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the District and University any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party.

10. **Assignment.** Neither of the Parties hereto may assign, transfer, or license all or any portion of its rights under this Agreement without the prior written consent of the other Party. Any purported assignment, transfer, or license by one of the Parties absent the written consent of the other Party shall be void and unenforceable.

11. **Controlling Law and Venue.** This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Collier County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Agreement.

12. **Public Records.** All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law.

13. **Severability.** The invalidity or unenforceability of any one or more provisions or part of a provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

14. **Binding Effect.** This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.

15. **Authorization.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, that the respective Parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

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

17. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

18. **Effective Date.** The effective date of this Agreement shall be the date first written above. The Easement shall automatically terminate as it relates to any portion of the Easement Area upon the conclusion of the Work and acceptance of the Improvements by the District.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, District and University caused this Agreement to be executed, to be effective as of the day and year first written above.

WITNESSES:

Signed, sealed and delivered
in the presence of:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

Print Name: _____

By: _____
Chairperson/Vice Chairperson

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by means of ☐ physical presence or ☐ online notarization the Chairperson/Vice Chairperson of the Ave Maria Stewardship Community District, on behalf of District. He/She is personally known to me or has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

{Notary Seal}

Signed, sealed and delivered
in the presence of:

AVE MARIA UNIVERSITY, INC.

Print Name:_____

By:_____
Name:_____
Title:_____

Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing was sworn to and subscribed before me this _____ day of _____, 2023, by means of ☐ physical presence or ☐ online notarization _____, as _____ of Ave Maria University, Inc.
He/She is personally known to me or has produced _____ as identification.

Print Name:_____
Notary Public, State of Florida
Commission No.:_____
My Commission Expires:_____

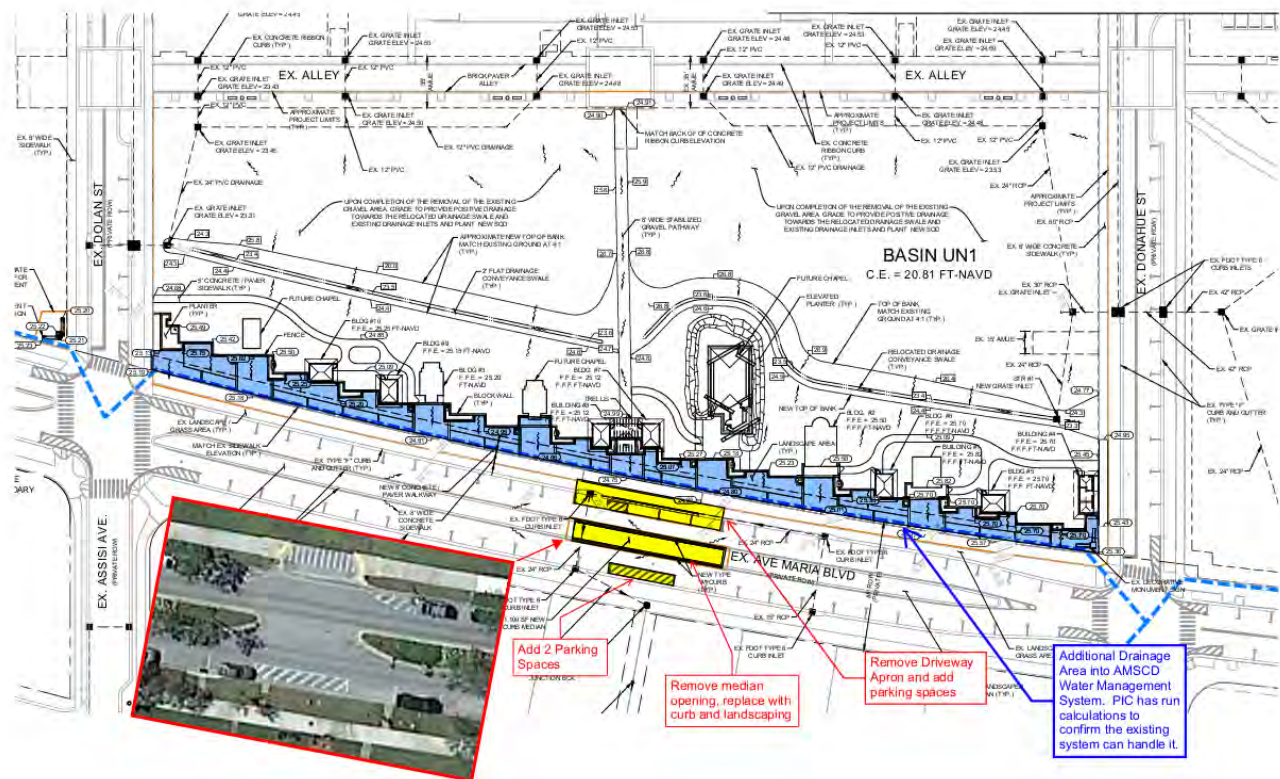
{Notary Seal}

Exhibit A

Legal Description

Tract R, of Ave Maria Phase One, according to the plat thereof recorded in Plat Book 46, pages 16 through 29 of the Public Records of Collier County, Florida.

Depiction of Work area



**FIRST AMENDMENT TO COST SHARE AGREEMENT BETWEEN AVE MARIA
STEWARDSHIP COMMUNITY DISTRICT AND AVE MARIA UTILITY COMPANY,
LLP, FOR CONSULTING SERVICES**

THIS FIRST AMENDMENT (“First Amendment”) is made and entered into as of this _____ day of _____ 2023, by and between:

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

Ave Maria Utility Company, LLP, a Florida limited liability limited partnership, whose address is 2600 Golden Gate Parkway, Naples, Florida 34105 (“AMUC” together with the District, the “Parties”).

RECITALS

WHEREAS, the District and AMUC previously entered into that *Cost Share Agreement for Consulting Services*, dated March 7, 2023 (“Agreement”); and

WHEREAS, pursuant to Sections 3 and 8 of the Agreement, the Parties desire to amend the Agreement adding the additional services as set forth in more detail below and as further described in **Exhibit A**, attached hereto (“Services”); and

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

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

SECTION 1. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Sections 2 and 3 of this First Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.

SECTION 2. The Agreement is hereby amended to reflect the addition of the Services as further described in **Exhibit A** attached hereto.

SECTION 3. As compensation for the Services described in **Exhibit A**, the District agrees to pay AMUC a total of eighty percent (80%) of the total cost.

SECTION 4. Except as specifically amended above, the Agreement shall remain in full force and effect, unaltered by this First Amendment.

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

Attest:

Ave Maria Stewardship Community District

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Print Name

Print Name: _____

Attest:

Ave Maria Utility Company, LLLP
a Florida limited liability limited partnership

Witness

By: _____

Print Name: _____

Print Name

Title: _____

Exhibit A: Scope of Additional Services

EXHIBIT A

Scope of Additional Services

Statement of Work

This statement of work details services to be performed and products to be delivered by **Cyclomedia Technology, Inc.** to the town of Ave Maria (the "Client"), pricing and payment terms, and the designated project areas with respect to the defined deliverables.

1. Deliverables/Professional Services:

1.1. Professional Services:

360° GeoCycloramas™ will be captured for approximately **135** total miles which will include LiDAR capture and processing, that will be generated from the shapefiles provided by the Client.

- Prices include cloud-based storage and access for the duration of the license term.
- All standard license terms and agreements apply. See attached Schedule B.
- As long as Client continues to be an active customer (i.e. has a current license to Cyclomedia Imagery), no additional fees will be charged for storing historical data.
- Privacy Filter Option – face and vehicle license plate blurring must be included for public websites.
- Elevation Visualization Tool – generated from the LiDAR point cloud, allows users to rapidly visualize change in elevations and make measurements within the solution (i.e. water issues, slopes, crowns, pot-holes, etc.).
- Esri integrations and customer support
- Two hours of web based training.
- The Client's access to and use of the Professional Services is subject to the Client accepting and agreeing to the Cyclomedia End User Terms and Service Schedule attached as Schedule B.
- Asset Extraction Services
 - **This estimate is based on the following assumptions:**
 - Assets to be extracted
 - Standard Traffic Signs with Condition Analysis
 - » Signs
 - » Sign Supports
 - » Sign Condition Analysis
 - Road Features
 - » Median
 - » Rumble Strip
 - » Shoulder
 - Pedestrian Ramp (Enhanced)
 - Public Lighting and Traffic Lights
 - » Streetlight
 - » Streetlight Foot
 - » Traffic Light
 - » Traffic Light Foot
 - Road Markings
 - » Pavement Striping with Condition Analysis
 - » Pavement Messaging
 - Driveways, Sidewalks, and EDP
 - » Driveways
 - » Sidewalks

- Edge of Pavement
 - Drains and Catch Basins
 - Cabinets
 - Fire Hydrants
 - Manholes
 - Valves, Vaults, and Substructure
 - Valve
 - Vault
 - Substructure
 - Road Surface Analysis PASER-based
- Quantity – 113 miles of city maintained roadways

1.2. Software:

Unlimited logins for County staff to access GeoCycloramas using Street Smart web applications for the duration of the license term. Staff with licenses for the appropriate Esri™ products can also access GeoCycloramas using Street Smart for ArcGIS and the Street Smart Widget for ArcGIS Web AppBuilder.

2. Fee Schedule:

Prices valid through December 31st, 2023.

2.1. Professional Services:

Service	Quantity	Unit	Price	Total
3D Geocyclorama Imagery	135	Miles	\$334.00	\$45,090.00
Elevation Visualization Tool	135	Miles	\$5.00	\$675.00
Privacy Filter Blurring (Included with Geocyclorama Imagery)	135	Miles	\$0.00	\$0.00
Traffic Signs (With Condition Analysis)	113	Miles	\$147.00	\$16,611.00
Road Features	113	Miles	\$72.00	\$8,136.00
ADA Ramps Enhanced	113	Miles	\$118.00	\$13,334.00
Public Lighting and Traffic Lights	113	Miles	\$34.00	\$3,842.00
Road Markings (With Pavement Striping Condition Analysis)	113	Miles	\$49.00	\$5,537.00
Driveways, Sidwalks, and Edge of Pavement	113	Miles	\$133.00	\$15,029.00
Drains and Catch Basins	113	Miles	\$10.00	\$1,130.00
Cabinets	113	Miles	\$3.00	\$339.00
Fire Hydrants	113	Miles	\$4.00	\$452.00
Manholes	113	Miles	\$32.00	\$3,616.00
Trees	113	Miles	\$156.00	\$17,628.00
Valves, Vaults, and Substructures	113	Miles	\$51.00	\$5,763.00
Road Surface Analysis - PASER	113	Miles	\$85.00	\$9,605.00
ESRI Add-In and AGOL Widget	1	Years	\$2,500.00	\$2,500.00
Total				\$149,287.00

** A Mobilization fee of 30% of the imagery collection fee (\$13,527.00) will be invoiced on signature of license agreement. The remainder of the imagery collection fee (\$31,563.00) will be invoiced when imagery is published and accessible to the customer. The remaining elements of the contract (\$104,197.00) will be invoiced upon delivery. Any mileage delivered over the contracted amount will be invoiced @\$150 per mile. Any analytics extracted beyond the contracted amounts will be invoiced according to the table above.

Data dictionaries and product specs available upon request.

NOTE: Client required to download LiDAR point cloud data within 60 days of availability if Client does not choose to buy 3D GeoCycloramas with LiDAR Point Cloud Integration and Hosting. A premium fee will be charged for Cyclomedia to host the LiDAR Point Cloud Data over the license term.

2.2. Optional Products/Services:

2.2.1 Asset Extraction Services:	Available Upon Request
2.2.2 Customer Support:	
Service Portal, Troubleshooting	No Additional Charge
2.2.3 Training:	
Up to two hours of web-based training is included with the license agreement. On-site training is available for \$1,750 per day plus travel expenses and training materials (estimate for travel and materials is \$1,500).	

3. Corporate Information:

Firm Name	Cyclomedia Technology, Inc.
Business Address	8215 Greenway Blvd Suite 300 Middleton, WI 53562
General Contact Information	info-us@cyclomedia.com (510) 900-5142
Point of Contact	Taylor Tieche E: ttieche@cyclomedia.com P: (615) 881-4288

3.1. Cyclomedia Technology, Inc. Project Team

Serge Lupas, Chief Executive Officer	slupas@cyclomedia.com	(510) 900-5142
Taylor Tieche	ttieche@cyclomedia.com	(615) 881-4288
Kory Ainsworth, PSM II; Operations Mgr	kainsworth@cyclomedia.com	(608) 921-9172
Brock Duos, Solution Engineer	bduos@cyclomedia.com	(318) 446-0520

3.2. Cyclomedia Content

Our patented technology creates a GeoCyclorama™ which is a spherical 360° panoramic image. More than just pictures, GeoCycloramas provide an immediate and comprehensive overview of the geography. GeoCycloramas are recorded every five (5) meters (approximately 16.4 ft.); providing multiple viewing perspectives of all objects.

3.3. Software:

3.3.1 Street Smart™:

This interactive web viewer built on HTML5 technology provides cloud access to GeoCycloramas and tools.

- Use Street Smart on the desktop
- Conduct searches with address, postal code or coordinates
- Integrate with your own applications and work processes using the Street Smart API
- Where historical GeoCycloramas exist, "time travel" to see previous dates
- Save GeoCyclorama views as images

3.3.2 Street Smart Widget for Web AppBuilder for ArcGIS:

Bring GeoCyclorama display into applications created using Web AppBuilder with the Street Smart widget.

- Add recording point layer to web map used in the application
- View GeoCycloramas
- Where historical GeoCycloramas exist, "time travel" to see previous dates
- Save GeoCyclorama views as images
- Edit feature layers in the web map with the measurement tool or enable ad hoc measuring

3.3.3 Street Smart for ArcGIS Desktop:

Visualization, measurement and overlay tools within ArcMap or ArcGIS Pro allow you to fully leverage the power of GeoCycloramas within your existing ArcGIS environment.

- Open GeoCycloramas from a recording point layer added to the map
- View one or multiple GeoCycloramas
- Measure on GeoCycloramas
- Use the native editing capabilities of ArcGIS to collect features in 2D or 3D
- Save GeoCyclorama views as images

3.3.4 Hosting:

- Street Smart Cloud – Secure, scalable hosting service managed by Cyclomedia is included with the Project. Cyclomedia processes and stores GeoCycloramas in the Microsoft Azure Cloud.
- Street Smart Administrator – The named administrator can view the settings and statistics for the customer account in the Street Smart account tool. New accounts, restrictions and permissions are managed by Cyclomedia.
- If you prefer to host the data on premise, Street Smart Server is available for an additional fee.
- For active customers with multiple data collections, the two most current GeoCyclorama collections are stored as high-definition 100-megapixel images. Unless prior arrangement is made, older years are resampled to 11 megapixels.

3.3.5 Developer Tools:

Street Smart APIs are industry standard Javascript APIs. Documentation, code examples and support are available through our website.

3.4. Acquisition

Cyclomedia's solution will provide the Client with high resolution, 100-megapixel images captured every 5-meters with high accuracy. Multiple images will be available in which to view, analyze, and measure assets.

In order to determine the proper coverage, Cyclomedia will refer to the Shapefiles provided by the Client that delineate the area to be driven in one or multiple passes. The Cyclomedia vehicle is equipped with a tracking device. This enables Cyclomedia managers to login and track the location of the driver.

Images will not be collected during rainstorms, dust storms, with snow cover, at night or during any other environmental factors that will obscure the image quality and detail. It is Cyclomedia's standard operating procedure that imagery is only collected when the sun angle is at least 12° above the horizon and with minimal moisture in the environment.

4. Production

During the image production phase, Cyclomedia will ensure that the imagery is of high quality and meets internal quality control standards for imagery including, at a minimum, images will be free of digital artifacts, excessive shadows, radiometric and tonal imbalance, glare, extreme contrast, smearing, warping or distortion of features, ghosting, voids, and artificial colorations.

The raw position measurements from the GPS/IMU sensors in the vehicle, plus the reference data from a network of permanent GNSS reference stations, are processed into an accurate position and orientation for each 360° image. Our patent portfolio enables Cyclomedia alone to construct geometrically correct 360° images from a moving vehicle, creating distortion-free street level imagery. Our unmatched location fidelity, with an average standard deviation across projects of 10 cm and approximately 3.9-inches allows our imagery to become a valuable GIS asset.

The five images captured by our camera unit at each recording point are prepared for editing including adjustment for white balance, chromatic aberration, de-mosaicking (color filter array interpolation), color artifacts reduction and tone mapping and then combined into a 360° view. Several different image operations are performed on the 360° image soon after, including local contrast enhancement, sharpening and adaptive histogram enhancements.

The LiDAR data is processed to produce a depth surface for Cyclomedia's MeasureSmart technology. MeasureSmart is enhanced measuring technology that relies on the depth surface rather than calculating location based on pixel locations in multiple GeoCycloramas. MeasureSmart makes measuring quicker and easier.

As soon as these steps are done, quality reports are automatically generated. These reports are used in the manual controls to approve a series of images. Images may be rejected after the automated reporting or after visual inspection. Examples of problems that are caught by the quality control process are over or underexposure, wide class differences between the front and rear camera, or high inaccuracy in the position. In addition, systematic series of images are randomly checked for visible defects, such as dirt or water on the lenses or low sun angle glare. Quality control requires that images in urban areas are visually inspected every tenth image and those in outlying areas are inspected every tenth image. In addition, the team will also check whether the recordings completely cover the project area.

This completeness check is done based on the recording locations compared with the Client's map or Open Street Map data stored by default in Street Smart. Images that have been rejected or areas that are missing will be redone in the rework process.

5. Schedule and Delivery

This Project covers the capture of approximately 135 miles. Cyclomedia will plan, drive, process, and perform quality control on the imagery commencing as soon as practical following the signing of the license agreement.

A driver can be expected to collect approximately 40 linear miles of data per day. This collection timeframe factors in a slower drive time in densely populated areas. At this rate, collection of this project will require an estimated three weeks of collection including contingency time for bad weather and missed days. Cyclomedia will make images accessible approximately six weeks after the start of image collection.

5.1. Data Dictionary

A project kickoff meeting is usually scheduled within the two weeks following the fully executed agreement or the official notice to proceed. During the kickoff meeting the standard definitions of each of the assets in the data dictionary and the attributes of each of them will be reviewed by Cyclomedia and the Client. At the completion of this kickoff meeting, Cyclomedia will send an email to the client confirming that the standard assets and attributes have been reviewed and agreed upon. The client is required to acknowledge confirmation by email that this has been completed and the client agrees. Any delays in receipt of the acknowledgement beyond 3 business days may result in a delay to the total project schedule.

If there is any lack of agreement, the sale staff will engage with the client to work out a written change order for the additional cost of non-standard assets or non-standard attributes. After the change order is fully executed, the process of confirming the revised data dictionary will begin again until Cyclomedia and the client have acknowledged agreement by email. Once there is acknowledged agreement of the data dictionary and all assets, the project will be scheduled.

5.2. Schedule for Data Collection and Publication

The schedule for data collection depends on geographic location, availability of systems and staff, and weather restrictions. Cyclomedia cannot accurately collect any data below 32 degrees F and cannot collect LIDAR with snow on the ground due to reflectivity. Typical schedule times are 3-6 weeks, more during the busy times of the year, or when awaiting snow melt to be complete.

Once initial data collection starts, the project proceeds forward in drive areas. The data is reviewed for quality and completeness by the Cyclomedia team and is then submitted for the automated processing using Cyclomedia's proprietary cloud software. The post-processed data is again reviewed for quality and is then published. The first images through this entire process will be published for the client to see approximately 6 weeks after the first drive is completed. Additional imagery will be published in cascading drives, and the final imagery will be published approximately 6 weeks after the final drive is completed. At times, the drives are non-contiguous such as when systems are redeployed due to weather delays and must then be rescheduled to complete the collection process. If the drive collects 95% of the agreed upon area of interest, Cyclomedia may determine that the drive is complete.

After the first several data sets have been published, if included in the contract, client training will be scheduled so that the client is given instruction on how to access and use the data sets as published.

5.3. Schedule for Data Extraction

Once the imagery is published, the process of extracting creates the data files of the assets and the attributes of each of the items included in the data dictionary. This step cannot begin until after imagery is complete and typically takes 30 days to schedule, but if data collection is part of the project, these 30 days can be covered by the data collection and publication process so that the data extraction can begin soon after publication.

Cyclomedia will prepare an initial data extraction on a small portion of the project (between 10 to 50 miles, or 100 – 200 property images or elevations), known as **Phase Zero**. This Phase Zero sample will be delivered to the client, the delivery manager will review the submittal with the Client during a project status meeting. The purpose of the status meeting and Phase Zero submittal is to confirm to the client that the deliverables are meeting the specifications of the data dictionary. If obvious issues are mutually discovered, the delivery manager will review the data dictionary specifications and take actions as appropriate. The Client shall have one week to further review the Phase Zero submittal and shall confirm in writing that the Phase Zero deliverable is appropriate for the project. Any issues or concerns by the Client that the Phase Zero deliverable is not conforming to the approved data dictionary shall immediately be brought to the attention of the deliver manager.

The project cannot continue until the client acknowledges that the Phase Zero deliverable complies with the data dictionary. Any delays in this acknowledgement may have DISPROPORTIONAL delays in the entire project as the extraction team may be redeployed to other projects.

Once the acknowledgement is completed, the data extraction will be scheduled and completed. All further Phase Deliverables will align with the Phase Zero specification.

Two weeks after the final deliverable to the Client, the project will be deemed accepted.

6. Quality Control

The recording of 3D Cycloramas takes place systematically and on a large scale. However, we do not lose sight of the details and we strive for the maximum coverage in each recording area. The recording area is agreed upon with the customer before capture, and will define the locations where images will be recorded. On roadways divided by a median, the images are recorded in both directions. We photograph all paved public roads. Private properties and Risk areas are excluded from capturing. Prior to delivery, we check the dataset for its completeness and quality and return to recapture any missing 3D Cycloramas, if necessary.

During capture, parts of the project area can be non-accessible because of construction, etc. Further, 3D Cycloramas can be rejected during the internal quality check. If more than three 3D Cycloramas in a row are missing and redrives are necessary, these streets will be captured again. Cyclomedia will only return for recapturing if more than 2% of the agreed project area is missing or doesn't meet the quality criteria.

6.1. Data Collection

Resolution: Cyclorama/360°image = 14400 x 7200 pixels (100 MP)
Field of View:

- Horizontal (HFOV): 360°
 - Vertical (VFOV): 180° (in which part of the photography vehicle is visible and the lowest 30° is monochrome)
- Spatial pixel size:
- Cyclorama: 0.025° (= 0.44 cm <0.17 in> at 10 m <33 ft> from the capture location)
- Positioning quality:
- The average standard deviation of the position is 10 cm (4 in), while the orientation deviation is 0.1° (excluding in long tunnels, forested areas and urban canyons).
- Metric Quality:
- Geometrically correct: The accuracy of the spatial angle between 2 pixels is 0.025° for HD-Cyclorama's, and 0.075° for standard resolution.
 - Precise measurements of objects: X, Y and Z measurements have an average absolute standard deviation of 10 cm (4 in), excluding in long tunnels, forested areas and urban canyons.
 - Precise measurements of distances: Measurement of heights, lengths or widths have a relative standard deviation of approximately 2 cm (0.79 in)

6.2. Data Extraction

Detection distance of objects:

- Objects > 25cm x 25 cm: up to 10 meters from the car
- Objects > 50cm x 50 cm: up to 30 meters from the car
- Both only when the object is visible in at least 1 image.
- Objects beyond 30 meters do not have a quality specification

Positional accuracy (absolute):

- The average standard deviation of all the measured points is 10 cm or 6" inches (1-a) in all directions, except in long tunnels, woody areas, occluded areas and urban canyons where the positional accuracy is not specified.

Standard completeness/correctness of delivery:

- Goal is 95% of all the specified objects that are visible on the GeoCyclorama, and within distance spec. from the Cyclorama recording locations, are inventoried. Of the objects detected, 95% are expected to be accurately extracted and attributed.
- In tunnels, the objects are only inventoried if there is enough light to take photographs. Also, the positional accuracy will decrease inside tunnels.
- Quality control is done via a statistical process where the number of checks depends on the size of the dataset, based on the AQL method. 100% QA is not performed.

6.3. Conforming Data Quality

Cyclomedia will evaluate a random sample of data and if the quality is within the specifications, the data set is deemed accepted. Any correction of detected errors is at the sole option of Cyclomedia and does not change the acceptance of the entire data set. If the client does not provide written documentation of quality outside of specification within 15 days of delivery to the client, that data is deemed acceptance. Cyclomedia has 15 days from the receipt of any such documentation to respond, including if considered necessary by Cyclomedia, a plan to address the issues documented.

6.4. Cyclomedia Product Specifications:

Cyclomedia product offers and solutions are summarized in the above sections. Product specifications that define the details for Client deliverables are listed below and available as separate PDF documents upon request.

- Street Smart
- 3D GeoCyclorama
- LIDAR Point Cloud
- Blurring Process
- Data Analytics Standards by Vertical
- Cutouts for Tax Assessment

6.5. Other

Unless specified elsewhere, hosting of delivered data in a GIS environment is not included or is provided at additional cost. If tax cutouts are included in the scope, there are additional requirements from the client to provide acceptable data to Cyclomedia to perform the project.

7. Training

Up to two (2) hours of web-based training is included with the license agreement. Please contact Cyclomedia for additional web-based training pricing. A technician is available to answer questions via email or phone for the duration of the license term.

Cyclomedia will train AMUD staff on the extraction of the 43 additional developer signs within the StreetSmart application.

8. Technical Support

Technical support services, via phone or email, are available via the Cyclomedia Service Desk contact form for all support cases is on our website at: <http://www.cyclomedia.com/us/support/contact-service-desk>. Typical response/resolution time for tech support inquiries is within 24 hours of initial contact.

9. Project Management

Cyclomedia will designate a Project Manager ("Cyclomedia PM") for this project who will be the main point of contact for all communication with the Client. The Cyclomedia PM will lead its project team and ensure the project progresses with minimal interruption to the proposed schedule.

10. Invoicing

Cyclomedia Technology Inc. will invoice as follows:

- 30% as a mobilization fee (\$13,527.00)
- Remaining 70% upon delivery of street level imagery (\$31,563.00).
- Remaining contracting elements upon delivery of data analytics (\$104,197.00).
- Net 30-day payment terms

11. Final Delivery Report

The Final Delivery Report provides the Client with a summary of the overall miles driven, areas collected and positional accuracy of the recording points. Each GeoCyclorama has associated metadata with information on the date and time it was captured, the accuracy of the recording point, the spatial reference system, and camera system information. The accuracy of each recording point is reported to the Client geographically in a heat map as Figure 1 below demonstrates.



Figure 1. Green shows high positional accuracy, red is poor positional accuracy due to minimal GPS/IMU signal under urban canyons and dense vegetation.

Ave Maria, Florida AOI Map



**COST SHARE AGREEMENT BETWEEN AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT AND AVE MARIA UTILITY COMPANY, LLLP, FOR
CONSULTING SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into as of this 7 day of March 2023, by and between:

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

Ave Maria Utility Company, LLLP, a Florida limited liability limited partnership, whose address is 2600 Golden Gate Parkway, Naples, Florida 34105 ("AMUC" together with the District, the "Parties").

RECITALS

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

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

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

WHEREAS, the Parties desire to memorialize and set forth clearly their understanding and agreement with respect to allocation of costs between the Parties for the Services as well as certain other matters addressed herein.

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

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. CONSULTING SERVICES CONTRACT AND COST SHARING.

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

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

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

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

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

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

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

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

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

9. **AUTHORITY TO CONTRACT.** The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

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

If to AMD:	Ave Maria Utility Company, LLLP 2600 Golden Gate Parkway Naples, Florida 34105 Attn: Jason Vogel
If to District:	Ave Maria Stewardship Community District 2501A Burns Road Palm Beach Gardens, Florida 33410 Attn: District Manager
With a copy to:	Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: Alyssa C. Willson

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

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

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

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

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

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

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

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

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


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

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

[Remainder of Page Intentionally Left Blank]

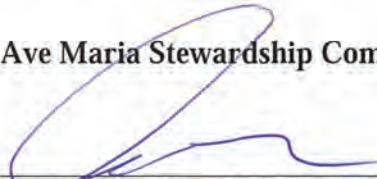
IN WITNESS WHEREOF, the Parties execute this agreement the day and year first written above.

Attest:



Secretary / Assistant Secretary
Andrew Karmeris
Print Name

Ave Maria Stewardship Community District

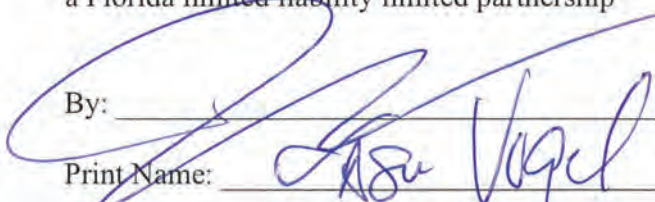


Chairperson, Board of Supervisors
Print Name: A Jay Rom

Attest:

Witness
Tammy Smith
Print Name

Ave Maria Utility Company, LLLP
a Florida limited liability limited partnership

By: 

Print Name: Asu Vogel
Title: _____

Exhibit A: Consulting Services Proposal

EXHIBIT A

Consulting Services Proposal

February 9, 2023

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

RE: Ave Maria Utility Company GIS and Asset Management Services

Dear Jason D. Vogel:

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

Task 1 – GIS and Asset Management Support Services

Place of Performance: Virtual/Remote/On-site

Approach:

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

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

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

Requirement Gathering Workshop On-Site Session

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

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

* Service fees not to exceed amount without prior approval

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

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

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

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

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

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

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

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

Task 1 & 2 – Billing and Invoicing Approach

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

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

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

ETM Software Supplement As Shown in Task 1

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

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

Client Contact: Jason D. Vogel

Client Email: JVogel@amuc.com

Client Phone: 239-348-0248

Software: ☐ DeepVUE ☒ Esri ☒ Cartegraph ☐ Other:

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

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

Software-Specific Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

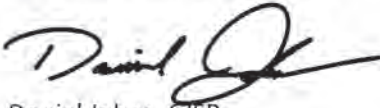
Survival: The Mutual Confidentiality, Indemnification, Warranty Disclaimer, and Intellectual Property Ownership, and Submission to Jurisdiction clauses hereof will survive the termination or expiration of this Software Supplement.

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

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

Sincerely,

England-Thims & Miller, Inc.



Daniel Johns, GISP
Director of Geospatial Technologies



Shawn Barnett
EVP, Survey and Geospatial Technologies

Accepted this _____ day

of _____, 2023

By: _____

For: Ave Maria Utility Company

Its: _____

Ave Maria Stewardship Community District
Budget vs. Actual
October 2023

	Oct 23	23/24 Budget	\$ Over Budget	% of Budget
Expenditures				
01-1130 · Payroll Tax Expense	61.20	734.00	-672.80	8.34%
01-1131 · Supervisor Fees	800.00	9,600.00	-8,800.00	8.33%
01-1310 · Engineering	5,880.00	85,000.00	-79,120.00	6.92%
01-1311 · Management Fees	9,000.00	108,000.00	-99,000.00	8.33%
01-1313 · Website Management	250.00	2,500.00	-2,250.00	10.0%
01-1315 · Legal Fees	10,398.28	80,000.00	-69,601.72	13.0%
01-1320 · Audit Fees	0.00	20,300.00	-20,300.00	0.0%
01-1330 · Arbitrage Rebate Fee	0.00	3,900.00	-3,900.00	0.0%
01-1441 · Travel & Lodging	2,136.09	5,000.00	-2,863.91	42.72%
01-1450 · Insurance	88,418.00	45,000.00	43,418.00	196.48%
01-1480 · Legal Advertisements	2,834.16	8,000.00	-5,165.84	35.43%
01-1512 · Miscellaneous	414.07	6,000.00	-5,585.93	6.9%
01-1513 · Postage and Delivery	32.47	2,000.00	-1,967.53	1.62%
01-1514 · Office Supplies	684.25	3,500.00	-2,815.75	19.55%
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	0.00	35,000.00	-35,000.00	0.0%
01-1734 · Continuing Disclosure Fee	0.00	12,000.00	-12,000.00	0.0%
01-1735 · Assessment Roll	0.00	20,000.00	-20,000.00	0.0%
01-1801 · Landscaping - Miscellaneous	3,920.00	31,500.00	-27,580.00	12.44%
01-1808 · Irrigation Repair	16,047.20	110,000.00	-93,952.80	14.59%
01-1813 · Storm Cleanup - Electric	0.00	26,250.00	-26,250.00	0.0%
01-1814 · Storm Cleanup	0.00	60,000.00	-60,000.00	0.0%
01-1815 · Miscellaneous Maintenance	1,188.00	50,000.00	-48,812.00	2.38%
01-1816 · Electric-Streetlights,Landscape	6,641.24	89,250.00	-82,608.76	7.44%
01-1817 · Maintenance Street Sweeping	0.00	1,050.00	-1,050.00	0.0%
01-1818 · Striping & Traffic Markings	0.00	150,000.00	-150,000.00	0.0%
01-1819 · Street Light Maintenance	13,131.94	120,000.00	-106,868.06	10.94%
01-1820 · Maint Sidewalk/Curb Repairs	0.00	157,500.00	-157,500.00	0.0%
01-1830 · Maintenance Contracts	70,392.59	715,000.00	-644,607.41	9.85%

Ave Maria Stewardship Community District
Budget vs. Actual
October 2023

	Oct 23	23/24 Budget	\$ Over Budget	% of Budget
01-1831 · Tree Trimming	0.00	153,300.00	-153,300.00	0.0%
01-1832 · Storm Cleanup - Landscaping	0.00	26,250.00	-26,250.00	0.0%
01-1833 · Plant Replacement	0.00	100,000.00	-100,000.00	0.0%
01-1834 · Mulch	0.00	147,000.00	-147,000.00	0.0%
01-1838 · Water Management & Drain	0.00	4,200.00	-4,200.00	0.0%
01-1839 · Entry Feature/Near Well Water	562.26	4,725.00	-4,162.74	11.9%
01-1841 · Maintenance Irrigation Water	6,711.61	89,250.00	-82,538.39	7.52%
01-1842 · Maint Fountain/Repair	23,330.66	50,000.00	-26,669.34	46.66%
01-1843 · Maintenance Rodent Control	570.00	8,400.00	-7,830.00	6.79%
01-1844 · Maint Equipment Repair	0.00	8,400.00	-8,400.00	0.0%
01-1845 · Maint Signage Repair	0.00	15,750.00	-15,750.00	0.0%
01-1846 · Maint Storm Drain Cleaning	0.00	52,500.00	-52,500.00	0.0%
01-1847 · Mnt Drainage/Lke Mnt/Littorals	4,809.00	78,750.00	-73,941.00	6.11%
01-1848 · Maintenance Aerators	0.00	2,100.00	-2,100.00	0.0%
01-1850 · Maint-Preserve Maintenance	21,350.00	63,000.00	-41,650.00	33.89%
01-1853 · Maintenance Small Tools	2,860.55	3,675.00	-814.45	77.84%
01-1854 · Maint Miscellaneous Repairs	0.00	30,000.00	-30,000.00	0.0%
01-1855 · Maint Vehicle Lease/Fuel/Repair	0.00	21,000.00	-21,000.00	0.0%
01-1856 · Maint Mosquito Control	165,510.41	525,000.00	-359,489.59	31.53%
01-1858 · Maint Temp EMS/Fire Facility	0.00	9,650.00	-9,650.00	0.0%
01-1863 · Maint Base Management Fee	1,812.23	23,000.00	-21,187.77	7.88%
01-1864 · Maintenance Admin Payroll	2,901.17	0.00	2,901.17	100.0%
01-1867 · Asset Manager	0.00	75,000.00	-75,000.00	0.0%
01-1869 · Field Operations	44,266.70	600,000.00	-555,733.30	7.38%
01-1872 · Pressure Washing	0.00	50,000.00	-50,000.00	0.0%
01-1890 · Maint-Reserve Fund	0.00	27,500.00	-27,500.00	0.0%
01-1891 · Maint Contingency	0.00	15,000.00	-15,000.00	0.0%
Total Expenditures	507,089.08	4,141,534.00	-3,634,444.92	12.24%