



**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

**COLLIER COUNTY
REGULAR BOARD MEETING
APRIL 2, 2024
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

April 2, 2024

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 Publication.....Page 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. March 5, 2024 Regular Board Meeting Minutes.....Page 2
- I. Consent Agenda
 - 1. Consider Ratification of Peninsula Engineering Agreement/Approval of Work Authorizations
 - 2. Consider Approval of Updated Estimate form Paradise Builders for Concrete Pad.....Page 10
 - 3. Consider Approval of Tropic Trailer and US Mini Truck Trailer Quotes.....Page 11
- J. Old Business
 - 1. AMSCD Projects Update.....Page 13
- K. New Business
 - 1. Discussion Regarding Summit Broadband Protocol
 - 2. Consider Approval of Temporary Construction Access AgreementPage 15
 - 3. Consider Resolution No. 2024-03 – Responding to Utility Work Requests and Providing for Severability and Effective Date.....Page 23
 - 4. Consider Approval of Figueroa v Ave Maria, 23-269 Settlement
 - 5. Discussion Regarding Golf Cart Use and Traffic Regulation
- L. Administrative Matters
 - 1. Legal Report
 - 2. Engineer Report
 - 3. Manager’s Report
 - a. Financials.....Page 25
- 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 REGULAR BOARD MEETING

The Board of Supervisors (the Board) of the Ave Maria Stewardship Community District (the District) will hold a Regular Board Meeting (Meeting) at 9:00 a.m. on April 2, 2024, in the Ave Maria Master Association located at 5080 Annunciation Circle, Unit 101, Ave Maria, Florida 34142. The Meeting will 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

PUBLISH: NAPLES DAILY NEWS 03/22/24

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
REGULAR BOARD MEETING
Ave Maria Master Association
5080 Annunciation Circle, Unit 101
Ave Maria, Florida 34142**

or

TO JOIN VIA ZOOM: <https://us02web.zoom.us/j/83198051068>

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

March 5, 2024

A. CALL TO ORDER

The March 5, 2024, Regular Board Meeting of the Ave Maria Stewardship Community District (the “District”) was called to order at 6:00 p.m. in the Ave Maria Master Association located at 5080 Annunciation Circle, Unit 101, Ave Maria, Florida 34142. The meeting was also available via the Zoom information indicated above.

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

Mr. Klucik led the meeting in prayer.

D. PROOF OF PUBLICATION

Proof of publication was presented indicating that notice of the Regular Board Meeting had been published in the *Naples Daily News* on February 23, 2024, 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 (via Zoom)	Kutak Rock, LLP

District Engineer	Ted Tryka	Agnoli Barber & Brundage, Inc.
-------------------	-----------	--------------------------------

Also present were the following:

Kim Twiss, Donnie Diaz, Roger Echols, Commissioner McDaniels and several members of the public.

There were also many others present via Zoom.

F. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

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

District resident Chris Aubert informed the board that he believed there was a public safety issue on the roadways in Ave Maria. He explained that he had witnessed several vehicles speeding, sometimes as fast as 70 mph. He also addressed street signage and striping around the community adding that it needed to be repaired and visible.

District resident Joseph Palomino informed the board that he enters the National 3 times a week to play pickle ball and gets stopped at the gate. He stated that he does get access after a few minutes. Mr. Klucik asked what happens with pedestrians trying to enter the National? He added that he filed a complaint after having difficulty entering and asked the guard if the procedures for public access were listed on the wall in the guardhouse.

The board directed operations staff to check on pedestrian access as well as if the gate procedures are posted in the guardhouse.

H. APPROVAL OF MINUTES

1. February 6, 2024, Regular Board Meeting

The minutes of the February 6, 2024, Regular Board Meeting were presented for consideration.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Sonalia and passed unanimously approving the minutes of the February 6, 2024, Regular Board Meeting, as amended.

2. February 29, 2024 Public Meeting for Bid Opening for Anthem Pkwy Phase 5A Project Minutes

The minutes of the February 29, 2024, Public Meeting for Bid Opening were presented for acceptance.

The board accepted the minutes as presented.

I. CONSENT AGENDA

1. Consider Ratification of Change Order No. 1 between the District and Earth Tech Enterprises, Inc. for Work Related to Anthem Parkway Phase 5A
2. Consider Ratification of Change Order No. 2 between the District and Earth Tech Enterprises, Inc. for Work Related to Anthem Parkway Phase 5A
3. Consider Ratification of Change Order No. 1 between the District and Quality Enterprises USA, Inc. for Work Related to Oil Well Road Lighting
4. Consider Ratification of Davey Tree and Landscape Trimming
5. Consider Approval of American Infrastructure Services Proposal
6. Consider Approval of Estimate form Paradise Builders for Concrete Pad

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

J. OLD BUSINESS

1. AMSCD Projects List

Staff reviewed the list briefly.

Mr. Karmeris provided updates on Anthem Parkway Phase 5A and 5B.

Mr. Tryka reported on the Apron at Owens roundabout should have an estimated end date of Fall 2024. He also clarified that the handicap parking spot is in front of the animal hospital, not the veteran's memorial. Staff was directed to change the wording from vet to either veterinarian or animal hospital on the projects list.

Mr. D'Angelo addressed the parking on District roads and the asset management software updates.

K. NEW BUSINESS

1. Evaluate Responses to RFQ for Project Engineering, Survey and Landscape Architect Services

Mr. Tryka presented the memo provided in the agenda packet and explained that there was only one response to the request.

2. Consider Resolution No. 2024-01 – Awarding Contract for Engineering and Surveying Services

Ms. Willson presented Resolution No. 2024-01.

Mr. Klucik asked if a negotiated contract would come back before the board for approval? Ms. Willson said yes.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving Resolution No. 2024-01 – Awarding Contract for Engineering and Surveying Services, as presented.

3. Consider Approval of Maple Ridge License Agreement

Ms. Willson presented the Maple Ridge License Agreement and explained that is for a temporary gate for the model homes. Mr. Klucik asked if it was a soft gate? Ms. Willson stated no, it is a temporary gate that would stay closed until model homes were sold to end user. Mr. Klucik posed a hypothetical question as to what would happen if a group of homeowners on a cul-de-sac wanted a temporary gate to their homes? Ms. Willson stated she was asked to address a specification situation not a hypothetical situation. Mr. DiFlorio added that the point of this gate was to funnel future buyers through the sales center to the model homes and he did not see the issue with it. Mr. Klucik disagreed and added that it should not be supported. Mr. Sonalia commented that it is a temporary issue that was blessed by bond counsel, therefore he was ok with approving.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Sonalia and passed **4 to 1**, Mr. Klucik voted against, approving Maple Ridge License Agreement, as presented.

4. Discussion Regarding Oak Tree Placement and Stop Sign Safety

Mr. Tryka discussed the ownership of the roads and added that 2 items brought to the district's attention by Mr. Aubert were on district right of way. One was striping of the letter S in school on the road and it had already been addressed by the district's operations staff. The second was a stop sign with an oak tree growing next to it. Mr. Tryka showed the photos provide in the agenda packet and added that a tree limb had already been removed to increase visibility. The board discussed what could be done to increase visibility or awareness of the stop sign. Mr. Tryka stated that there was already STOP striped on the street but the district could explore getting a stop ahead sign and placing it on the route leading up to the stop sign. He added that the district would likely need Pulte's permission as the stop ahead sign would need to go on Pulte owned property.

A **motion** was made by Mr. Klucik, seconded by Mr. Sonalia and passed unanimously, directing Mr. Tryka to review the stop sign situation and prepare solutions.

Mr. Klucik then asked that a review of signage and street striping conditions be added to the ongoing projects list.

5. Discussion of Dining and Merchant use of District Property

Mr. D'Angelo provided a handout of a map of buildings around Annunciation circle. Mr. Sonalia commented that he believed this was not district property but private property. Staff was directed to review further prior to the board discussing.

6. Consider Approval of Anthem 5A Landscape Dry Utility Bid Recommendation

Mr. Tryka presented the memo provided in the agenda packet and explained that the bid was split into two categories between Landscape/Irrigation and Dry Utilities.

7. Consider Resolution No. 2024-02 – Awarding Construction Contract for Anthem Pkwy Phase 5A Landscaping and Dry Utilities

Ms. Willson presented Resolution No. 2024-02.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving Resolution No. 2024-02 – Awarding Construction Contract for Anthem Pkwy Phase 5A Landscaping and Dry Utilities to O’Donnell Landscapes, Inc. and American Infrastructure Services, as presented.

L. ADMINISTRATIVE MATTERS

1. Legal Report

Ms. Willson had nothing further to report.

2. Engineer’s Report

Mr. Tryka informed the board that Agnoli, Barber & Brundage Inc. would be merging with LJA Engineering, Inc. but it would not be changing his role.

3. Manager’s Report

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

M. FINAL PUBLIC COMMENTS

District resident Jeff Plys commented about Collier County Vet Nursing Home awareness in Ave Maria and thanked the board for their time.

District resident Nicole Green read a prepared statement regarding many items in Ave Maria including additional little league baseball fields being constructed in Ave Maria, the creation of a building in the center of the baseball fields, how residents could see the ongoing expenditures of the approximate \$15,000,000 as it gets used on parks and recreation, and if it was too late to hear from AMLL and other residents. She then thanked the board for their time.

District resident Rich Evans asked about political signs on Ave Maria Blvd and what was or was not allowed. He then asked about signs in resident’s private property. He also asked for full disclosure of CDD contribution in regards to his experience getting a homestead exemption.

District resident John Turner asked why the board was not assuring that there are a minimum of 3 or at least 2 bids on projects over a certain dollar amount. He added that it takes additional work sometimes but it is for the benefit of all to get the best pricing.

District resident Nancy Freeman recommended that construction trucks use Camp Keais to enter Ave Maria because the construction use of Ave Maria Blvd is deteriorating the road and it is getting dangerous.

Commissioner McDaniel addressed the board and the members of the public. He commented on multiple items brought up by the residents and added that he would meet with anyone who wanted to discuss further after the meeting.

N. BOARD MEMBER COMMENTS

Mr. Klucik suggested moving public comments for items on the agenda to earlier in the meeting.

O. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 7:53 p.m. by Chairman Peek. There were no objections.

Secretary/Assistant Secretary

Chair/Vice-Chairman

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

MARCH 2024

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	01/13/25	Est. \$10,264,854	25%	Andrew Karmeris (District)	Project underway
Anthem Parkway Phase 5B (Will include roundabout at Pope John Paul)	06/07/2022	4 th Quarter 2024	1 st Quarter 2026	Est. \$8,394,852	0%	Andrew Karmeris (District)	Currently in design and permitting
Apron at Owens roundabout & vet handicap parking spot	06/06/2023	Fall 2023	Design Plans Complete	Est. Const. \$98,500	Design-100% Begin Const. Phase	Ted Tryka (District)	Begin permitting. Complete Late Fall.
Parking on District Roads	09/13/2022	01/2023	Ongoing	N/A	N/A	Sal D'Angelo (District Operations Manager)	Towing contract has been executed. QR Code for parking policy and rules has been created and sent to vendor for fabrication.
Asset Management	11/01/2022	10/1/23	09/30/24	\$75,000	FY24 – 42%	Sal DeAngelo (District)	Mapping of roadways, sidewalks, curbs, light poles are complete. Budgeting for Fiscal

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

							Year 2024 to include site visits, mapping of additional assets such as signs, fixtures, etc.
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	01/17/2024	11/12/2024	\$544,758	16%	Ted Tryka (District)	Signs Scheduled for installation this week. Lighting Shop drawings approved.

Paradise Coast Builders

PO BOX 2623
Immokalee, FL, 34143
Paradisecoastbuilders@yahoo.com
239-658-5360
CGC #1506217
CCC #1331875
BBB accredited business
A+



Estimate

Estimate No: 1213
Date: 02/14/2024

For: Donny Diaz
ddiaz@sdsinc.org
Ave Maria, FL 34142

Description	Quantity	Rate	Amount
Concrete Pad 50x40	1	\$35,897.00	\$35,897.00
1) Grade area and form with slight slope for drainage			
2) Compact and dig 12"x12" footer and install #5 rebar around perimeter for added strength			
3) Pour new 5" thick concrete with fiber for added strength			

Subtotal \$35,897.00
Total \$35,897.00

Total \$35,897.00

Paradise Coast Builders

Client's signature



TROPIC TRAILER BILL OF SALE

9451 WORKMEN WAY FORT MYERS, FL 33905
 Phone#: (239) 482-4430 Fax#: (239) 482-3386

BUYER'S PERSONAL INFORMATION			
Buyer : AVE MARIA STEWARDSHIP DISTRICT		DL :	DOB :
Co-Buyer :		DL :	DOB :
Buyer Cell Phone : (239) 877-9517	Buyer Work Phone :	Co-Buyer Phone :	
Address : 5080 ANNUNCIATION CIRCLE SUITE 101 IMMOKALEE, FL 34142			
Delivery Date :	Account Number : -120097	Sales Person : JONATHAN MAILE	
RETAIL UNIT 1		ITEMIZATION	
N/UID : NEW	Year : 2024	Make : BIG TEX	BASE SELLING PRICE: 7000.00
Model : 30SA-08BK4RG	Odometer :		N/A
Color : BLACK	Type : UTILITY	GVW : 2995	N/A
VIN : 16V1U1117R3322317			N/A
Stock Number : 234119	Price : 2,300.00		N/A
RETAIL UNIT 2			N/A
N/UID : New	Year : 24	Make : PJ TRAILERS	N/A
Model : UL142	Odometer :		N/A
Color : BLACK	Type : UTILITY	GVW :	N/A
VIN : 3CV1U1823R2665416			N/A
Stock Number : 231854	Price : 4,700.00		N/A
LIENHOLDER			
Name :			
Address :			
Phone Number :			
Account Number :			
TRADE 1			
Year :	Make :	Model :	
Odometer :	Color :	Type :	
Serial Number :	WGT :		
Length :	Tag # :		
LIEN PAYOFF			
Payoff To :		Payoff :	
TRADE 2			
Year :	Make :	Model :	
Odometer :	Type :		
Serial Number :	WGT :		
Length :	Tag # :		
SIGNATURES			
Buyer :	Date : 3/22/2024		
Co-Buyer :	Date : 3/22/2024		
Agent :	Date : 3/22/2024		
		DOWN PAYMENT :	N/A
		SUB TOTAL :	7000.00
		STATE TAX :	N/A
		COUNTY TAX :	N/A
		TOTAL SALES TAX :	N/A
		SUB TOTAL :	7000.00
		TAG/TRANSFER/LIEN FEE :	N/A
		ADMINISTRATION FEE :	198.00
		TIRE FEE :	6.00
		BATTERY FEE :	N/A
		OTHER FEES :	N/A
		TOTAL FEES :	204.00
		SUB TOTAL :	7204.00
		TIRE & WHEEL :	N/A
			N/A
			N/A
			N/A
			N/A
			N/A
		GRAND TOTAL :	7204.00
		CASH BALANCE :	7204.00
		AMOUNT TO FINANCE :	N/A
COMMENTS			

*-CK-
 DBG
 3/25/2024*



QUOTE

US Mini Truck Sales

1995 East Snell Rd
Rochester, MI 48306

Stewardship District Services
5325 Ave Maria Blvd
Ave Maria, FL 34142

Quote ID **03222024**
Quote Date **03/22/24**

			AMOUNT
NEW Daihatsu Hijet HD Dump, White, 5 Speed Manual Transmission, Push Button 4WD, HI/LO Range Transfer Case, Locking Rear Differential, Heat, Air Conditioning, Defrost, Power Brakes, Power Steering. 2" Suspension Lift/ Off Road Tires/Wheels. Estimated 6/15/24 Arrival to our Facility			\$26,500.00
Upgraded 24" Hard Surface All Terrain Tires/14" Wheels			\$300.00
Rear Bumper with 2" Receiver Installed			\$450.00
Front Brushguard Installed			\$650.00
Spray on Bedliner			\$550.00
Delivery to Ave Maria, FL			\$1,100.00
ORV Title (Arrives Approx. 4 weeks after delivery of truck)			
		SUBTOTAL	\$29,550.00
		SALES TAX	
		TOTAL	\$29,550.00
		DEPOSIT OWED	\$14,775.00
		FINAL DUE	\$14,775.00

*-OK-
DBG
03/23/2024*

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

APRIL 2024

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	01/13/25	Est. \$10,264,854	30%	Andrew Karmeris (District)	Project underway
Anthem Parkway Phase 5B (Will include roundabout at Pope John Paul)	06/07/2022	4 th Quarter 2024	1 st Quarter 2026	Est. \$8,394,852	0%	Andrew Karmeris (District)	Currently in design and permitting
Apron at Owens roundabout & animal clinic handicap parking spot	06/06/2023	Fall 2023	Design Plans Complete	Est. Const. \$98,500	Design-100% Begin Const. Phase	Ted Tryka (District)	Permitting, prepare specs and contract docs. Complete Late Fall.
Parking on District Roads	09/13/2022	01/2023	Ongoing	N/A	N/A	Sal D'Angelo (District Operations Manager)	QR Codes and towing company address has been ordered and will be installed upon receipt.
Asset Management	11/01/2022	10/1/23	09/30/24	\$75,000	FY24 – 65%	Sal DeAngelo (District)	Mapping of roadways, sidewalks, curbs, light poles are complete. Budgeting for Fiscal

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

							Year 2024 to include site visits, mapping of additional assets such as signs, fixtures, etc.
Review of Signage, potential obstructed views, and street striping conditions	03/05/2024	03/06/2024	04/16/2024	N/A	50%	Sal D'Angelo (District Operations Manager)	District staff is in the process of reviewing, and any issues discovered are being noted in the asset management program.
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	01/17/2024	11/12/2024	\$544,758	25%	Ted Tryka (District)	Signs installed first week of March. Light poles to be delivered end of May.

TEMPORARY CONSTRUCTION ACCESS AGREEMENT

THIS TEMPORARY CONSTRUCTION ACCESS AGREEMENT (“Agreement”) is made this ____ day of _____, 20____ 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 _____, a Florida limited liability limited partnership whose address is _____ (“**Contractor**,” and together with District, the “**Parties**,” and each a “**Party**”).

WITNESSETH:

WHEREAS, the District was established pursuant to Chapter 2004-461, Laws of Florida, as amended (“**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 certain land located within the boundaries of the District as further described in **Exhibit “A”** attached hereto and made a part hereof (“**Property**”) which has a platted public utility easement (“**P.U.E.**”); and

WHEREAS, the Contractor desires to install _____ utility within the P.U.E. located on the Property in accordance with the plans attached hereto and made a part hereof as **Exhibit “B”** (“**Work**”); and

WHEREAS, given that the District has no objections, the Contractor desires to have the ability to effect 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 Access.** The District hereby grants to Contractor access over, upon, under, through, and across the Property for ingress and egress for the Work (“**Grant of**

Access”). Contractor must locate all existing utilities prior to commencement of the Work. Contractor shall use all due care to protect the Property and adjoining property from damage resulting from Contractor’s use of the Property. Contractor agrees to repair and remediate any such damage to the satisfaction of the District, any other governmental entity, or owner of existing utilities located within the P.U.E. Contractor shall remain responsible for completion of any required permits, certifications or other approvals necessary to complete the Work and shall provide copies of such documents to the District upon request. This Agreement provides access only to complete the Work and the Contractor shall remain responsible for the maintenance of any facilities placed within the P.U.E. until they are removed.

3. Damage. In the event that Contractor, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Property, existing utilities within the P.U.E. or to adjacent property or improvements in the exercise of the access rights granted herein, Contractor, at Contractor’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. Contractor 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 shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming District as an additional insured, as their 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. Contractor hereby agrees to indemnify and hold harmless District from and against any and all liability arising out of Contractor’s activities within the Property. Contractor 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. Contractor shall not permit (and shall promptly satisfy or bond) any construction, mechanic’s lien or encumbrance against the Property in connection with the exercise of rights hereunder. Contractor 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 Contractor 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 Contractor 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 Contractor may deliver Notice on behalf of the District and Contractor, respectively.

9. Third Parties. This Agreement is solely for the benefit of the District and Contractor, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the District and Contractor 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 Contractor.

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 and Term.** The effective date of this Agreement shall be the date first written above. This Agreement shall terminate upon completion of the Work and inspection by the District confirming restoration of the Property. Either Party may terminate this Agreement with cause, however, non-terminating Party shall have 10 days from receipt of notice of default to cure any such default prior to termination.

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 Contractor 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 _____, 2022, 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 DEVELOPMENT, LLLP

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing was sworn to and subscribed before me this _____ day of _____,
2022, by means of physical presence or online notarization by _____,
as _____ of AVE MARIA DEVELOPMENT, LLLP. He/She is
personally known to me or has produced _____ as identification.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

Exhibit “A”

District Property

Exhibit “B”

Utility Plans

RESOLUTION 2024-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
REGARDING RESPONDING TO UTILITY WORK
REQUESTS AND PROVIDING FOR SEVERABILITY AND
EFFECTIVE DATE.**

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

WHEREAS, the District was established for the single purpose of the provision of government systems, facilities, services, improvements, works and infrastructure to the Ave Maria Community; and

WHEREAS, the District owns property throughout the Ave Maria Community (the “Property”) which has been encumbered with public utility easement (the “P.U.E”) within the District; and

WHEREAS, there have been requests from contractors to construct additional utilities within such easement or make repairs to such utilities located within a P.U.E. on District Property; and

WHEREAS, in response to such requests, the District wishes provide such access in the form attached hereto as **Exhibit A** (the “Access Agreement”); and

WHEREAS, the District’s Board of Supervisors (the “Board”) finds that it is in the best interests of the District to adopt by resolution the below procedures for handling requests to construct or repair utilities within P.U.E. located on District Property.

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

SECTION 1. The District hereby finds it is in the best interest of the District and its residents to authorize the District Manager and its designee to process requests for installation or repair of utilities within P.U.E. areas located on District Property. Upon District Counsel preparation of such agreement, the District Manager and its designee are authorized to execute Access Agreements in substantially similar form to those attached hereto as Exhibit A.

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 2nd day of April, 2024.

ATTEST:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

ASSISTANT SECRETARY

CHAIRMAN/VICE CHAIRMAN

Ave Maria Stewardship Community District
Budget vs. Actual
October 2023 through February 2024

	<u>Oct '23 - Feb 24</u>	<u>23/24 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Expenditures				
01-1130 · Payroll Tax Expense	229.50	734.00	-504.50	31.27%
01-1131 · Supervisor Fees	3,000.00	9,600.00	-6,600.00	31.25%
01-1310 · Engineering	23,375.50	85,000.00	-61,624.50	27.5%
01-1311 · Management Fees	45,000.00	108,000.00	-63,000.00	41.67%
01-1313 · Website Management	1,250.00	2,500.00	-1,250.00	50.0%
01-1315 · Legal Fees	28,560.99	80,000.00	-51,439.01	35.7%
01-1320 · Audit Fees	0.00	20,300.00	-20,300.00	0.0%
01-1330 · Arbitrage Rebate Fee	650.00	3,900.00	-3,250.00	16.67%
01-1441 · Travel & Lodging	8,647.11	5,000.00	3,647.11	172.94%
01-1450 · Insurance	107,697.00	45,000.00	62,697.00	239.33%
01-1480 · Legal Advertisements	3,888.64	8,000.00	-4,111.36	48.61%
01-1512 · Miscellaneous	6,481.62	6,000.00	481.62	108.03%
01-1513 · Postage and Delivery	812.52	2,000.00	-1,187.48	40.63%
01-1514 · Office Supplies	1,674.65	3,500.00	-1,825.35	47.85%
01-1540 · Dues, License & Subscriptions	7,898.55	500.00	7,398.55	1,579.71%
01-1541 · Misc Filing, Notices, etc.	0.00	500.00	-500.00	0.0%
01-1733 · Trustee Fees	12,335.00	35,000.00	-22,665.00	35.24%
01-1734 · Continuing Disclosure Fee	0.00	12,000.00	-12,000.00	0.0%
01-1735 · Assessment Roll	0.00	20,000.00	-20,000.00	0.0%
01-1801 · Landscaping - Miscellaneous	31,818.00	31,500.00	318.00	101.01%
01-1808 · Irrigation Repair	180,552.90	110,000.00	70,552.90	164.14%
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	10,505.90	50,000.00	-39,494.10	21.01%
01-1816 · Electric-Streetlights,Landscape	40,885.46	89,250.00	-48,364.54	45.81%
01-1817 · Maintenance Street Sweeping	0.00	1,050.00	-1,050.00	0.0%
01-1818 · Striping & Traffic Markings	6,443.95	150,000.00	-143,556.05	4.3%
01-1819 · Street Light Maintenance	65,441.61	120,000.00	-54,558.39	54.54%
01-1820 · Maint Sidewalk/Curb Repairs	58,590.01	157,500.00	-98,909.99	37.2%

Ave Maria Stewardship Community District
Budget vs. Actual
October 2023 through February 2024

	<u>Oct '23 - Feb 24</u>	<u>23/24 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
01-1830 · Maintenance Contracts	353,950.02	715,000.00	-361,049.98	49.5%
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	139,353.27	100,000.00	39,353.27	139.35%
01-1834 · Mulch	106,148.00	147,000.00	-40,852.00	72.21%
01-1838 · Water Management & Drain	2,900.00	4,200.00	-1,300.00	69.05%
01-1839 · Entry Feature/Near Well Water	2,569.53	4,725.00	-2,155.47	54.38%
01-1841 · Maintenance Irrigation Water	46,790.10	89,250.00	-42,459.90	52.43%
01-1842 · Maint Fountain/Repair	42,111.58	50,000.00	-7,888.42	84.22%
01-1843 · Maintenance Rodent Control	9,220.00	8,400.00	820.00	109.76%
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	23,732.00	78,750.00	-55,018.00	30.14%
01-1848 · Maintenance Aerators	0.00	2,100.00	-2,100.00	0.0%
01-1850 · Maint-Preserve Maintenance	56,901.50	63,000.00	-6,098.50	90.32%
01-1853 · Maintenance Small Tools	4,887.34	3,675.00	1,212.34	132.99%
01-1854 · Maint Miscellaneous Repairs	146.55	30,000.00	-29,853.45	0.49%
01-1855 · Maint Vehicle Lease/Fuel/Repair	1,682.98	21,000.00	-19,317.02	8.01%
01-1856 · Maint Mosquito Control	352,379.79	525,000.00	-172,620.21	67.12%
01-1858 · Maint Temp EMS/Fire Facility	0.00	9,650.00	-9,650.00	0.0%
01-1863 · Maint Base Management Fee	9,375.00	23,000.00	-13,625.00	40.76%
01-1864 · Maintenance Admin Payroll	2,851.64	0.00	2,851.64	100.0%
01-1867 · Asset Manager	4,019.75	75,000.00	-70,980.25	5.36%
01-1869 · Field Operations	226,666.80	600,000.00	-373,333.20	37.78%
01-1871 · Verizon - Internet	422.80	0.00	422.80	100.0%
01-1872 · Pressure Washing	22,990.00	50,000.00	-27,010.00	45.98%
01-1890 · Maint-Reserve Fund	0.00	27,500.00	-27,500.00	0.0%
01-1891 · Maint Contingency	5,175.00	15,000.00	-9,825.00	34.5%
Total Expenditures	2,060,012.56	4,141,534.00	-2,081,521.44	49.74%