



# **AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

## **COLLIER COUNTY REGULAR BOARD MEETING & PUBLIC HEARING SEPTEMBER 10, 2024 9:00 A.M.**

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

**[www.avemariastewardshipcd.org](http://www.avemariastewardshipcd.org)**

### **DISTRICT MANAGER**

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

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

**AGENDA**  
**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**  
**REGULAR BOARD MEETING & PUBLIC HEARING**

**September 10, 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**

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O. Adjourn

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

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

**NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2024/2025 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.**

**Upcoming Public Hearings, and Regular Meeting**

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

DATE: September 10, 2024  
 TIME: 9:00 a.m.  
 LOCATION: Ave Maria Master Association  
 5080 Annunciation Circle, Unit 101  
 Ave Maria, Florida 34142

The first public hearing is being held pursuant to Chapter 197, Florida Statutes, and Chapter 2004-461, Laws of Florida, to receive public comment and objections on the District's proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("**Fiscal Year 2024/2025**"). The second public hearing is being held pursuant to Chapter 197, Florida Statutes, and Chapter 2004-461, Laws of Florida, to consider the imposition of operations and maintenance special assessments ("**O&M Assessments**") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2024/2025; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of O&M Assessments. At the conclusion of the public hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business that may properly come before it.

**Description of Assessments**

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

Land Use	Total # of Units Platted	Per Unit Type	Fiscal Year 2023-2024 O&M Assessment	Proposed O&M Assessment increase	Proposed Fiscal Year 2024-2025 Annual O&M Assessment (including collection costs/early payment discounts)
Multi Family / Attached	608	Unit	\$480.88	\$102.31	\$583.19
Single Family / Detached	4,635	Unit	\$480.88	\$102.31	\$583.19
ALF Apartments	0	Unit	\$31.37	\$31.09	\$62.46
Apartments	0	Unit	\$113.68	\$54.54	\$168.22
MB Low Affordable Housing	48	Unit	\$72.19	\$46.80	\$118.99
Retail/Entertainment/Service	140,442	Sq. Ft.	\$0.55	N/A*	N/A*
Goods and Services	202,875	Sq. Ft.	N/A*	N/A*	\$0.27
Professional Offices	51,529	Sq. Ft.	\$0.35	N/A*	N/A*
Mini Warehouse (Self Storage)	50,440	Sq. Ft.	N/A*	N/A*	\$0.09
Light Manufacturing	416,961	Sq. Ft.	\$0.23	\$0.33	\$0.56
Hotel	0	Room	\$406.02	(\$109.54)	\$296.48
Institutional – AM University	1,250	Student	\$24.65	\$6.22	\$30.87
Private K-12 School	416	Student	\$38.51	\$38.18	\$76.69

**NOTE: THE DISTRICT RESERVES ALL RIGHTS TO CHANGE THE LAND USES, NUMBER OF UNITS, EQUIVALENT ASSESSMENT OR RESIDENTIAL UNIT ("EAU/ERU") FACTORS, AND O&M ASSESSMENT AMOUNTS AT THE PUBLIC HEARING, WITHOUT FURTHER NOTICE.**

The proposed O&M Assessments as stated include collection costs and/or early payment discounts imposed on assessments collected by the Collier County ("**County**") Tax Collector on the County tax bill. Moreover, pursuant to Section 197.3632, Florida Statutes, and Chapter 2004-461, Laws of Florida, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no public hearing on O&M Assessments shall be held or notice provided in future years unless the O&M Assessments are proposed to be increased or another criterion within Section 197.3632(4), Florida Statutes, is met. Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2024/2025.

For Fiscal Year 2024/2025, the District intends to have the County Tax Collector collect the O&M Assessments imposed on certain developed property and will directly collect the O&M Assessments imposed on the remaining benefitted property by sending out a bill no later than November 2024. It is important to pay your O&M Assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed O&M Assessments, may result in a foreclosure action, which also may result in a loss of title. The District's decision to collect O&M Assessments on the County tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

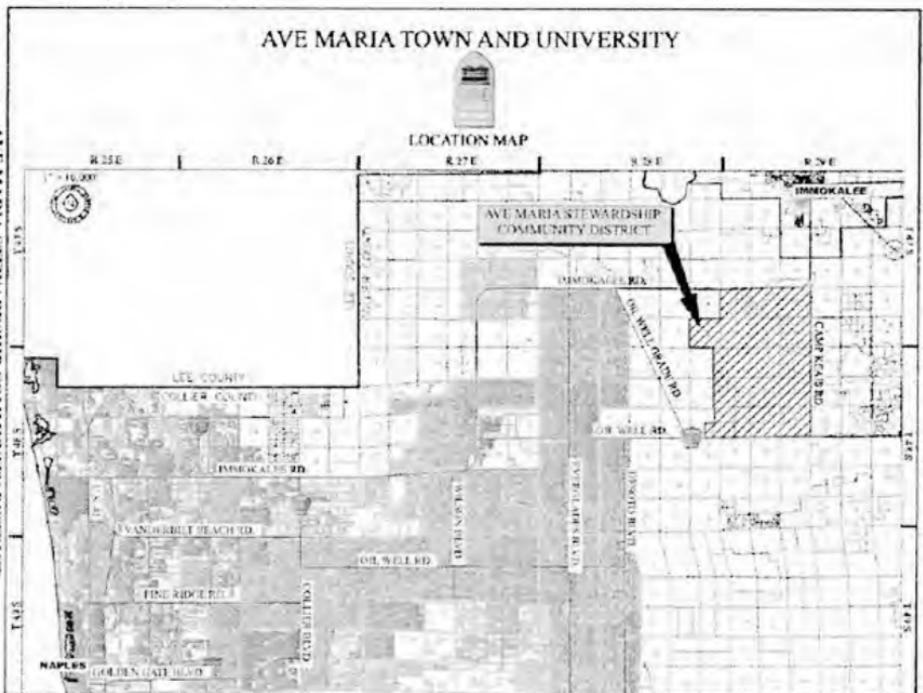
**Additional Provisions**

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

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

Please note that all affected property owners have the right to appear at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Allyson Holland  
District Manager



**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT  
REGULAR BOARD MEETING**

**August 6, 2024**

**9:00 a.m.**

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

**5080 Annunciation Circle, Suite 101**

**Ave Maria, Florida 34142**

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

**MEETING ID: 851 5123 1786 DIAL IN AT: 1-929-436-2866**

**A. Call to Order**

The August 6, 2024 Regular Board Meeting of the Ave Maria Stewardship Community District (the “District”) was called to order at 9:00 a.m. in the Ave Maria Master Association located at 5080 Annunciation Circle, Suite 101, Ave Maria, FL 34142. The meeting was also available via Zoom information indicated above.

**B. Pledge of Allegiance**

**C. Invocation**

Supervisor Klucik led the meeting in prayer.

**D. Proof of Publication**

Proof of publication was presented indicating that notice of the Regular Board Meeting had been published in the Naples Daily News on July 25, 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	Todd Wodraska	Special District Services, Inc.
District Manager	Allyson Holland	Special District Services, Inc.
General Counsel	Alyssa Willson (via Zoom)	Kutak Rock, LLP
District Engineer	Ted Tryka	LJA Engineering, Inc.
Owner Representative	David Genson	Barron Collier Companies

Also present were the following:

Donny Diaz, Collier County Commissioner Bill McDaniel, and approximately 15 members of the public.

There were also approximately 10 present via Zoom.

## F. Additions or Deletions to Agenda

There were no additions or deletions to the agenda, however, Mr. Klucik stated that he wishes to address the member of the public who brought the petition before the Board [at the July 2, 2024 board meeting]. Chairman Peek stated that Legal Counsel advised the Board no public discussion regarding any potential litigation was advised at this time. Ms. Willson concurred that any comments on the petition may impact any potential litigation. Mr. Klucik stated that he has the right to comment, provided comments regarding the District and its enabling legislation and noted he doesn't feel there's anything to do at this time.

## G. Comments from the Public for District Items on the Agenda

- Sue Schweizer: The turn lane to Bellera has a pole that is missing a sign; she requested the pole be removed. Donny Diaz stated that the poles belong to Pulte and they have been advised to remove the poles. Donny will follow up with Pulte to ensure the poles are removed.
- Bob Wunker: Requested the stop signs at Avila Ave and Taylor Dr be replaced. He stated that the stop signs were relocated to Avila Ave and Roma St. Mr. Wunker is concerned about the safety at the Avila/Taylor intersection due to the curve in the road and the number of kids who travel through the intersection. Chairman Peek stated that we should add this intersection to our current traffic study with Mr. Trebilcock. Ms. Holland stated that Mr. Wunker stopped by to discuss this stop sign change last week, and she confirmed that the stop sign relocation was permitted Collier County (Site Development Plan Insubstantial Change was approved in 2021). Staff will follow up with Mr. Trebilcock to add this location to the traffic study to determine if stop signs are warranted.
- John Lanham: Thanked staff, likes the executive summaries that staff has provided with this month's agenda.

## H. Approval of Minutes

### 1. June 19, 2024 Reconvened Regular Board Meeting Minutes

The minutes of the June 19, 2024 Reconvened 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 June 19, 2024 Reconvened Regular Board Meeting.

### 2. July 2, 2024 Regular Board Meeting Minutes

The minutes of the July 2, 2024 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 July 2, 2024 Regular Board Meeting.

## I. Consent Agenda

### 1. Consider Approval of Change Order No. 1 to AIS for Anthem Parkway Phase 5

### 2. Consider Approval of Change Order No. 1 to O'Donnell for Anthem Parkway Phase 5

Mr. Klucik stated that high dollar amount change orders should not be placed on Consent Agenda. Mr. Roth asked what Mr. Klucik suggested the threshold should be for change orders on consent? Mr. Klucik suggested over \$50,000, maybe? Ms. Willson advised that consent agenda process is new to this Board and that the Board can make a motion to pull consent items for discussion. Mr. Klucik recommended these items be pulled for discussion.

Mr. Tryka presented the change orders. He explained that I.1. is for dry utilities that include lots of conduit. The ACOE permit was at risk of expiring, so construction commenced without finalized plans to avoid delays. This change order also includes control panels for the recharge wells and relocating a light pole. Mr. Sonalia asked if the change order was included in the bonds. Mr. Tryka and Mr. Genson confirmed that the scope of the work within the change order was included in the bonds. Ms. Willson added that if additional bonds are required, they would be the responsibility of future property owners under a new series of master bonds, not current homeowners. Mr. Genson stated that \$8.0M in bonds was issued for Anthem Parkway Ph. 5 and that if additional funds are needed the developer funding will fund the rest, [pursuant to an applicable funding agreement] and the developer will be reimbursed later on.

Mr. Tryka explained that I.2. is for additional landscaping (pine trees) that were included in the plans, but not included on the bid form, and for additional irrigation clocks.

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 Update**

Mr. Tryka reviewed the list briefly and mentioned that one item is on the agenda today for consideration of Board approval. Mr. Klucik asked that the project table be updated, suggested including a funding source and if the project is under or over budget. Ms. Holland added that she intended to update the project list and that it would be updated by next meeting. Ms. Holland gave a brief update on District projects in accordance with the updated project list. She specifically noted that the Reserve Study was added to the project list pursuant to the Board's request and that ETM is tentatively scheduled to provide a presentation with respect to the asset management software for the District.

## K. **New Business**

### 1. **Consider Amended and Restated Contract between AMSCD and Special District Services, Inc.**

Mr. Wodraska presented this item and stated that he provided the board with an organizational chart showing District staff responsibilities. He explained that a year ago, SDS increased the contract scope of work which included Operations Manager Mr. DeAngelo. Mr. Wodraska thanked Mr. DeAngelo for his year of service. Mr. DeAngelo facilitated valuable advancements for our operations team including 7 days per week operations for the District. Mr. DeAngelo led us to Ms. Holland with her fulltime administration onsite position. Mr. Wodraska explained the administrative and operation costs this year vs last year. He confirmed that the overall budget increase is reflected in the proposed budget that was approved in July 2024. Mr. Wodraska confirmed that the contract in the Meeting Book is in substantial form and that Ms. Willson has several suggested changes that will be incorporated in the final proposed contract. He clarified that the contract will include language that confirms SDS will only get paid when employees are actually employed by SDS. If there is a vacant position, SDS will not get paid for the vacancy.

Mr. Klucik asked if the proposed contract was for one year. Mr. Wodraska responded no, the continuing contract was amended. Mr. Klucik asked if we can come back with a comparison, he would like to see salaries itemized. Mr. Roth stated that SDS is a private company and that they are not required to disclose salaries. He stated that they may need to breakdown hours instead of sharing salaries. Mr. Sonalia suggested that the Board approve the proposed contract pending the additional information requested by Mr. Klucik. Mr. Wodraska stated that SDS was willing to provide the additional information and they will be able to provide services without approval of immediate contract amendments. A **motion** was made by Mr. Klucik to table the contract until the additional information was provided, seconded by Mr. DiFloria. The motion passed 3 to 2 (Sonalia approving, Peek and Roth opposing).

### 2. **Consider Purchase of Ford F150**

Mr. Wodraska presented this item. He explained that Mr. DeAngelo used the F150 and that he envisioned Mr. DeAngelo being the operations director at other sites, not just Ave Maria. That is why he didn't feel it was appropriate for the District to purchase the vehicle. The position didn't work out for Mr. DeAngelo and now Ms. Holland will use the truck. Ave Maria Development agreed to pay for the unbudgeted expense. Ms. Willson stated that legal counsel has no comments; the purchase was reviewed and in accordance with the law. Mr. Peek asked if Ms. Holland has commuting rights with the truck and Mr. Wodraska replied yes. Mr. Klucik stated that the Kelley Bluebook value included for the truck value is for a 2024 model year, not the current 2023 vehicle. A **motion** was made to approve the transfer of the title with the developer to purchase the vehicle at the correct Kelley Bluebook year value by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously.

**3. Consider Resolution No. 2024-10 – Resetting the Date for the Landowners’ Election**

Note that the title of Item K.3. is incorrect and should be **Consider Resolution No. 2024-10 – Resetting the Location for the Landowners’ Election**

Ms. Willson presented this item. She explained that the Board previously adopted a Resolution setting the date, time, and location for the Landowners’ Meeting and Election for November 12, 2024 at 6:00 p.m. at the Ave Maria Master Association. Ms. Willson explained that due to the recent increased attendance at 6 pm meetings, staff reserved the Grand Hall at Del Webb for the Landowners’ Election on 11/12/2024 per the Board’s request if the room was available. Mr. Sonalia questioned the attendance at past landowners’ election meetings. Staff confirmed that attendance was similar to today’s meeting (+/-15 members of the public). Mr. Klucik stated that the Collier County Commission Chambers only seats approximately 100 for the entire County. Ms. Willson responded that Collier County has a different public comment policy that allows the public to comment via Zoom. Staff was asked to check with Del Webb to see if they would allow the District to hold night meetings at their facility for next fiscal year. Ms. Willson stated that Del Webb will accommodate increased attendance if members of the public choose to attend.

A **motion** was made by Mr. Sonalia to approve Resolution No. 2024-10 – Resetting the Location for the Landowners’ Election, seconded by Mr. Roth and passed unanimously approving Resolution No. 2024-10 – Resetting the Location for the Landowners’ Election.

**4. Consider Resolution No. 2024-11 – Awarding Contract for District Construction of Improvements**

Mr. Tryka presented this item. He explained that the Owens roundabout improvements, Merrit Lane Fire Station signage, and the handicap parking space on Pope John Paul II Blvd (all projects the Board is aware of) were bid together. All prequalified contractors in the civil engineering category were contacted with an invitation to bid on 6/19/24. Bids were opened on 7/26/24 and two (2) bids were received: Earth Tech (\$97,949.00) and Quality Enterprises (\$197,391.35). Earth Tech submitted the lowest responsive and responsible bidder and their bid came in just under the Engineer’s Estimate of Probable Construction Cost (\$98,000). Mr. Roth asked about opening up the current library of contractors in an attempt to get more contractors to bid construction in Ave Maria. Mr. Genson stated that if the Board wants, we can open up the RFP process. Mr. Tryka stated that current library of prequalified contractors went through the prequalification submittal process and was awarded late 2023. Ms. Holland stated that she would reach out to the contractors in the current library to encourage them to bid construction projects as she has recent experience with most of them. Ms. Holland also suggested that we require statements of no bid when contractors are invited to bid, but choose not to submit a bid.

A **motion** was made by Mr. Roth to approve Resolution No. 2024-11 – Awarding Contract for District Construction Improvements, seconded by Mr. DiFlorio and passed unanimously approving Resolution No. 2024-11 – Awarding Contract for District Construction Improvements.

**5. Discussion Regarding Location of the Budget Public Hearing and Regular Board Meeting on September 10, 2024**

**a. Consider Resolution No. 2024-12 – Resetting Proposed Budget Public Hearing Location**

Ms. Holland presented this item and explained that this item includes a discussion on the meeting location for the Budget Public Hearing on 9/10/24 and a Resolution has been drafted for approval should the Board agree to move the meeting location. Public attendance at Board meetings has recently increased. Meetings have historically been held at the Master Association Building, with a room capacity of 65. To accommodate the increased attendance at the June and July Board meetings, we moved the location of the meetings to Grand Hall at Del Webb.

The final budget hearing is scheduled for Tuesday, September 10, 2024 at 9 a.m. at the Master Association. It was discussed internally to move the meeting to a different meeting space that accommodates a larger group in the case more than 65 people choose to attend the meeting. Ave Maria has limited meeting room spaces that accommodate large groups. Grand Hall at Del Webb is not available. Staff reached out to AMU and confirmed that the O’Bryan Performance Hall is available for the date and time of the final budget hearing. The cost to use the hall is approximately \$1,400.

Staff requested direction from the Board for the meeting location of the final budget hearing. A resolution is drafted if the decision is made to move the meeting to AMU to accommodate an increased amount of public attendance.

Mr. Roth stated that he will not be present for the meeting on September 10, 2024. The public has already had a chance to weigh in on the budget. It was agreed by the Board they don’t believe attendance will be high. Ms. Willson stated that, if needed, we can make accommodations in this room for members of the public who wish to speak. The Board unanimously agreed that there is no need to move the meeting to AMU and no vote is necessary (no need for the Resolution).

**6. Consider Approval of Extending the Contract with Davey Tree Expert Company for Landscape and Irrigation Maintenance Services**

Ms. Holland presented this item and explained that this item includes a discussion regarding the contract extension for Davey Tree and that staff will bring the amended contact extension to the Board for approval on 9/10/24, should the Board agree to consider the contract extension.

In May 2023, AMSCD solicited proposals for qualified Lawn Maintenance Firms. On July 28, 2023, AMSCD conducted a public opening for said proposals, then in August, AMSCD staff preliminarily ranked the five (5) responsive firms based on the stated criterion with a 100-point scale: Personnel, Experience, Understanding Scope, Financial Capacity, Pricing, and Reasonableness of Numbers. Of the five (5) firms ranked, Davey Tree scored the highest (98.7) and Landcare ranked second highest (96.7).

At the September 12, 2023, Regular Board Meeting, this recommendation was presented and the Board unanimously adopted staff’s ranking and adopted Resolution No. 2023-19, Awarding Landscape and Maintenance Services Contract to Davey Tree. Section 5 of the executed contract/agreement states: “Work shall commence on October 1, 2023, and end September 30, 2024, unless terminated earlier in accordance with Section 13 below. At the end of the term set forth above, the District shall have the option, in its sole and absolute discretion, of extending the agreement for up to four additional one year (12 month) periods.” Section 13 in the executed agreement is the “Termination” component.

Staff recommends extending the agreement with Davey Tree for another year commencing October 1, 2024, and end September 30, 2025. Davey has been on property for more than eight (8) years and over that time, they have provided quality work and have proved they are capable of properly staffing/responding to day-to-day operations and also at times of inclement weather situations. Staff believes Davey Tree will

continue to provide continuity of service in all facets of Landscape Maintenance to ensure the community's expectations to service levels are maintained.

It is common for contracts such as this type of contract to be executed (or extended) for more than one year. The logistics of this type of work takes time to familiarize yourself with the community. Staff recommends, in the best interest of the District and the community, extending the contract with Davey at this time.

Staff recommends Approval of Extending the Contract with Davey Tree Expert Company for Landscape and Irrigation Maintenance Services in Accordance with Contract Terms and Conditions, Subject to an Amendment for Additional District Roadways Recently Turned Over, and subject to legal review. If the Board agrees, the Contract will be brought before the Board at the September Board meeting.

Ms. Holland stated that she chose to bring this item before the Board to be completely transparent as the contract was set to expire at the end of September and she preferred to discuss the extension with the Board before they needed to vote on the contract extension. Ms. Willson stated that the contract does include a 30-day termination clause. The Board asked if Davey's contract price is included in the budget and staff responded yes. Mr. Peek asked if the budget will increase due to the amendment for the additional roadway that was recently turned over. Staff responded that they will look into it and include this information when the contract is brought before the Board in September. The Board was not required to vote on this item, but did unanimously agree with proceeding with the amended contract extension for presentation next month.

**7. Discussion Regarding Sunshine Law & Committees**

Ms. Willson began presenting this item. At the July 2, 2024 Board Meeting, members of the public and Board members discussed the possibility of creating committees for the budget and the reserve study. Ms. Willson provided a memo for the Board that includes three (3) requirements for such meetings: (1) meetings must be open to public, (2) meetings must be noticed, and (3) minutes of the meeting must be taken. Mrs. Willson advised Florida's Sunshine Law applies to committees except in very limited circumstances which would not be applicable to budget or reserve study discussions. Staff met with several Board members individually and discussed alternatives including Workshops instead of creating committees. Ms. Holland stated that she had a discussion with Mr. Klucik late yesterday afternoon and they recognized that having Workshops was similar to creating a committee with respect to the legal requirements. An alternative can be having one-on-one meetings with the District Manager and each Board member individually. The District Manager can also meet members of the community to discuss the budget and reserve study. We recognize that there are certain members of the community who have been present for the past several meetings and appear to be liaisons for the community with valuable input. One-on-one meetings will likely be more productive because the budget and reserve study are detailed documents that will be more productive than a group setting. Ms. Willson noted that the one-on-one meetings cannot be used as a conduit to communicate among Board members. A budget calendar was discussed/recommended that includes the one-on-one meetings, workshops, the hearing process, and touching on a strategic plan including more staff to communicate with residents.

Mr. Lanham spoke up acknowledging that he recognized this was not time for public comment. The Board allowed him to speak. Mr. Lanham stated that he is the Civic Association president. He stated that the public needs more opportunities to have staff present to answer questions. He stated that the association finds solutions to problems in the community and he believes the association is the perfect forum/vehicle to assist getting information to the public including the budget and reserve study. Ms. Holland acknowledged that she spoke with Mr. Lanham regarding the Civic Association, but her concern is that they only meet quarterly. Mr. Lanham said that they can schedule Town Hall meetings, not just meet quarterly.

The Board unanimously agreed to proceed with one-on-one meetings for the reserve study to expedite the review. Staff will continue to provide updates at each Board meeting.

**L. Administrative Matters**

**1. Legal Report**

Ms. Willson had nothing further to report.

**2. Engineer Report**

Mr. Tryka had nothing further to report.

**3. Manager's Report**

**a. Financials**

Mr. Wodraska reviewed the financials and explained that some items are over budget including, but not limited to misc. landscaping, irrigation repair, mosquito control, etc. Mr. Sonalia asked what's causing the additional irrigation repair. Mr. Donny Diaz responded that it was mostly the older wires (electrical), repairs, valves, and clocks – mainly due to the age of the system. Mr. Sonalia asked staff to remind Davey Tree to submit invoices on time. It is anticipated that the budget will be over for the year and the overages will be paid by the developer. Mr. Klucik asked what we do when we run out of money. Mr. Wodraska responded that we ran out of money already and the developer funds the deficits. Ms. Willson stated that the current developer funding agreement obligated the developer to fund budgeted items

**M. Final Public Comments**

- Diana Romero completed a comment card, but did not stay for final public comments. Ms. Romero's comment asked if we can install a fence around the water utility located on the corner of Avila and the 5080 Annunciation Circle parking lot to ensure the stop signs are visible. Ms. Holland will follow up with Ms. Romero to discuss her concerns.

**N. Board Members Comments**

Mr. Klucik stated that he is enjoying the new approach and enthusiasm by the District Manager.

**O. Adjourn**

There being no further business to come before the Board, the reconvened Regular Board Meeting was adjourned at 11:07 a.m. by Chairman Peek. There were no objections.

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**Secretary/Assistant Secretary**

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**Chair/Vice-Chairman**

# AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

August 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 <sup>nd</sup> Quarter 2023	01/13/2025	Est. \$10,264,854	70%	Allyson Holland (District)	<p>Project underway – Ave Maria Blvd is near completion. Temporary Overhead Utilities have been installed. Existing overhead utilities in conflict with road construction will be removed soon, enabling continuation of construction on Anthem Parkway.</p> <p>Design and permitting for IPS #4, Irrigation Lake, and Master AMUC Lift Station in progress. New construction contracts, or change orders to existing construction contracts, will be</p>

# AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

							required for these and related facilities.
Anthem Parkway Phase 5B (Will include roundabout at Pope John Paul)	06/07/2022	4th Quarter 2024	1 <sup>st</sup> Quarter 2026	Est. \$8,394,852	0%	Allyson Holland (District)	Currently in design and permitting. Coordination of the access configurations to adjacent existing and future development areas is in progress.
Massa Way Irrigation Extension	05/07/2024	05/02/2024	01/15/2025	Est, \$734,741	80%	Allyson Holland (District)	Utilities have been completed. Waiting on tie-ins and pressure tests. Coordinating w/ finish/site contractor to complete scope.
Arthrex Commerce Park	05/07/2024	02/01/2024	01/15/2025	\$2,402,283	65%	Allyson Holland (District)	Lake excavation is complete. Filling of berm is ongoing. Roadwork commenced. Received landscape bid. Landscape on hold until berm is complete.
Oil Well Berm Landscaping	05/07/2024	05/01/2024	10/01/2024	\$359,475.80	0%	Allyson Holland (District)	Contract awarded to O'Donnell Landscaping. Anticipate NTP in August.

# AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

Apron at Owens roundabout & animal clinic handicap parking spot	06/06/2023	Fall 2023	Winter 2024	\$97,949	Commence construction – Fall 2024	Ted Tryka (District)	Present bids and recommendation at August Board Meeting.
Asset Management	11/01/2022	10/1/23	09/30/24	\$75,000	FY24 – 90%	Allyson Holland/ Donny Diaz (District)	Mapping of roadways, sidewalks, curbs, light poles are complete. FY 24-25 includes site visits, mapping of additional assets such as signs, fixtures, etc. ETM tentatively to present update at Oct 2024 meeting.
Sign at Oil Well Road/ Lighting Project	10/03/2023	01/17/2024	11/12/2024	\$544,758	68%	Ted Tryka (District)	Light installation 90% complete. Project completion: end of August.
Reserve Study	08/06/24	11/2023	12/2024	\$11,000	75%	Allyson Holland (District)	Received draft reserve study late May 2024. Staff is reviewing and will provide any comments for consideration.

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

**NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2024/2025 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.**

**Upcoming Public Hearings, and Regular Meeting**

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

DATE: September 10, 2024  
 TIME: 9:00 a.m.  
 LOCATION: Ave Maria Master Association  
 5080 Annunciation Circle, Unit 101  
 Ave Maria, Florida 34142

The first public hearing is being held pursuant to Chapter 197, Florida Statutes, and Chapter 2004-461, Laws of Florida, to receive public comment and objections on the District's proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("**Fiscal Year 2024/2025**"). The second public hearing is being held pursuant to Chapter 197, Florida Statutes, and Chapter 2004-461, Laws of Florida, to consider the imposition of operations and maintenance special assessments ("**O&M Assessments**") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2024/2025; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of O&M Assessments. At the conclusion of the public hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business that may properly come before it.

**Description of Assessments**

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

Land Use	Total # of Units Platted	Per Unit Type	Fiscal Year 2023-2024 O&M Assessment	Proposed O&M Assessment increase	Proposed Fiscal Year 2024-2025 Annual O&M Assessment (including collection costs/early payment discounts)
Multi Family / Attached	608	Unit	\$480.88	\$102.31	\$583.19
Single Family / Detached	4,635	Unit	\$480.88	\$102.31	\$583.19
ALF Apartments	0	Unit	\$31.37	\$31.09	\$62.46
Apartments	0	Unit	\$113.68	\$54.54	\$168.22
MB Low Affordable Housing	48	Unit	\$72.19	\$46.80	\$118.99
Retail/Entertainment/Service	140,442	Sq. Ft.	\$0.55	N/A*	N/A*
Goods and Services	202,875	Sq. Ft.	N/A*	N/A*	\$0.27
Professional Offices	51,529	Sq. Ft.	\$0.35	N/A*	N/A*
Mini Warehouse (Self Storage)	50,440	Sq. Ft.	N/A*	N/A*	\$0.09
Light Manufacturing	416,961	Sq. Ft.	\$0.23	\$0.33	\$0.56
Hotel	0	Room	\$406.02	(\$109.54)	\$296.48
Institutional – AM University	1,250	Student	\$24.65	\$6.22	\$30.87
Private K-12 School	416	Student	\$38.51	\$38.18	\$76.69

**NOTE: THE DISTRICT RESERVES ALL RIGHTS TO CHANGE THE LAND USES, NUMBER OF UNITS, EQUIVALENT ASSESSMENT OR RESIDENTIAL UNIT ("EAU/ERU") FACTORS, AND O&M ASSESSMENT AMOUNTS AT THE PUBLIC HEARING, WITHOUT FURTHER NOTICE.**

The proposed O&M Assessments as stated include collection costs and/or early payment discounts imposed on assessments collected by the Collier County ("**County**") Tax Collector on the County tax bill. Moreover, pursuant to Section 197.3632, Florida Statutes, and Chapter 2004-461, Laws of Florida, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no public hearing on O&M Assessments shall be held or notice provided in future years unless the O&M Assessments are proposed to be increased or another criterion within Section 197.3632(4), Florida Statutes, is met. Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2024/2025.

For Fiscal Year 2024/2025, the District intends to have the County Tax Collector collect the O&M Assessments imposed on certain developed property and will directly collect the O&M Assessments imposed on the remaining benefitted property by sending out a bill no later than November 2024. It is important to pay your O&M Assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed O&M Assessments, may result in a foreclosure action, which also may result in a loss of title. The District's decision to collect O&M Assessments on the County tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

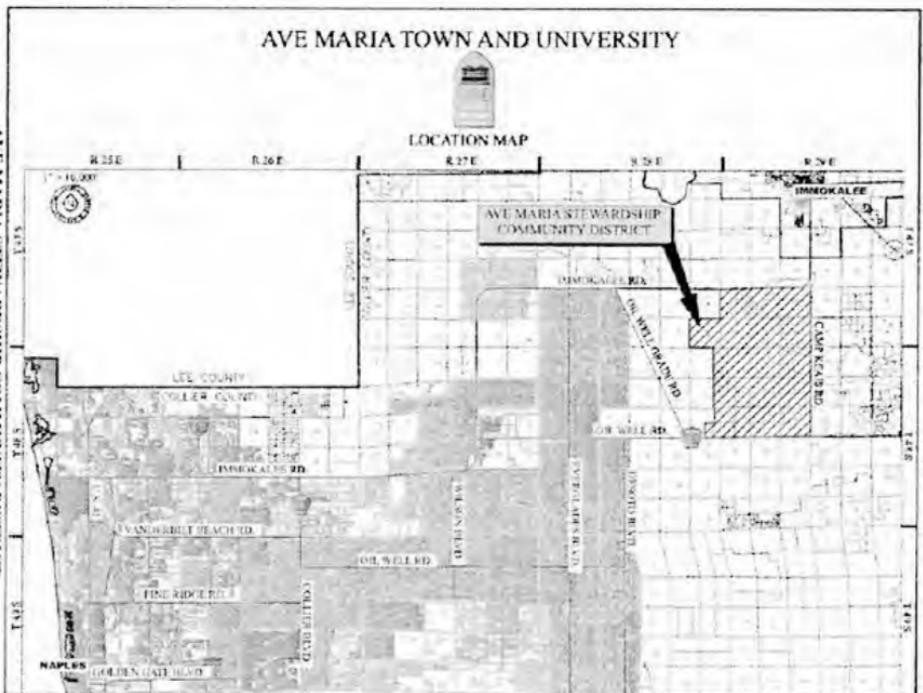
**Additional Provisions**

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

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

Please note that all affected property owners have the right to appear at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Allyson Holland  
District Manager



**RESOLUTION 2024-12**  
**[FY 2025 APPROPRIATION RESOLUTION]**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**FY 2025**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Ave Maria Stewardship Community District (“**District**”) prior to June 15, 2024, proposed budget(s) (“**Proposed Budget**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Chapter 2004-461(4)(6)(b), *Laws of Florida*; and

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

**WHEREAS**, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication; and

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

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

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

**SECTION 1. BUDGET**

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Chapter 2004-461(4)(6)(b), *Laws of Florida* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Ave Maria Stewardship Community District for the Fiscal Year Ending September 30, 2025.”

- c. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least two (2) years.

**SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for FY 2025, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

**SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2025 or within 60 days following the end of the FY 2025 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District’s website in accordance with Section 189.016, *Florida Statutes*, and remain on the website for at least two (2) years.

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

**PASSED AND ADOPTED THIS 10<sup>TH</sup> DAY OF SEPTEMBER, 2024.**

ATTEST:

**AVE MARIA STEWARDSHIP COMMUNITY  
DISTRICT**

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

\_\_\_\_\_  
Chair / Vice Chair, Board of Supervisors

**Exhibit A:** FY 2025 Budget

**Exhibit A**

FY 2025 Budget

Ave Maria Stewardship  
Community District

**Final Budget For  
Fiscal Year 2024/2025  
October 1, 2024 - September 30, 2025**

# AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

## FISCAL YEAR 2024/2025 BUDGET

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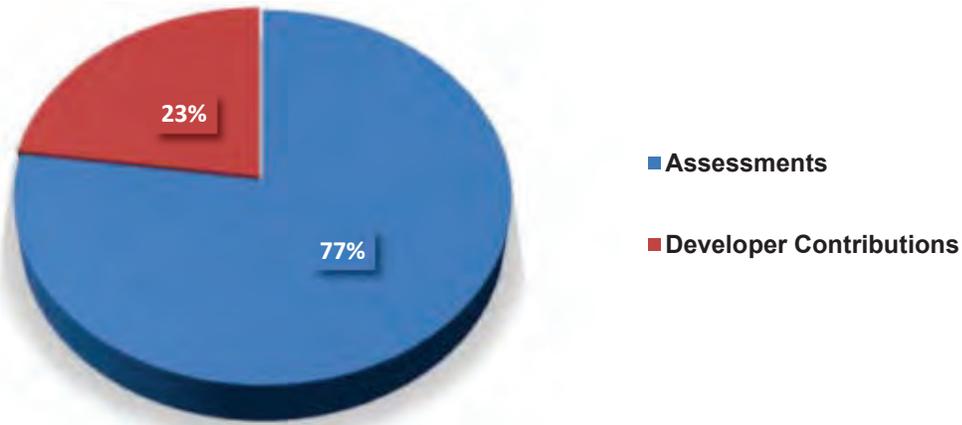
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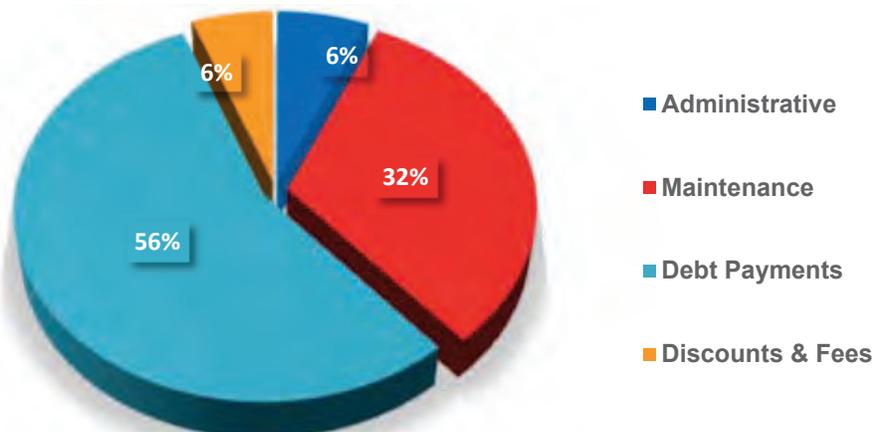
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**FINAL BUDGET**  
**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**  
**FISCAL YEAR 2024/2025**  
**OCTOBER 1, 2024 - SEPTEMBER 30, 2025**

<b>Sources</b>	<b>Revenue</b>	<b>Percentage</b>
Assessments	\$ 9,545,197	77%
Developer Contributions	\$ 2,813,780	23%
Other	\$ 500	0%
<b>Total Revenue</b>	<b>\$ 12,359,477</b>	<b>100%</b>



<b>Sources</b>	<b>Expenditures</b>	<b>Percentage</b>
Administrative	\$ 808,534	7%
Maintenance	\$ 3,964,509	32%
Debt Payments	\$ 6,870,544	56%
Discounts & Fees	\$ 715,890	6%
<b>Total Expenditures</b>	<b>\$ 12,359,477</b>	<b>100%</b>



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

	<b>FISCAL YEAR 2024/2025 BUDGET</b>
<b>REVENUES</b>	
O & M ASSESSMENTS	3,426,681
DEBT ASSESSMENTS	6,118,516
DEVELOPER CONTRIBUTION FOR O & M	1,602,863
DEVELOPER CONTRIBUTION FOR DEBT	1,210,917
OTHER REVENUES	0
INTEREST	500
BOND PREPAYMENTS	0
BOND PREPAYMENTS PAID TO TRUSTEE	0
<b>TOTAL REVENUES</b>	<b>\$ 12,359,477</b>
<b>EXPENDITURES</b>	
<b>ADMINISTRATIVE EXPENDITURES</b>	
SUPERVISORS FEES	9,600
PAYROLL TAX EXPENSE	734
ENGINEERING	90,000
MANAGEMENT	350,000
LEGAL	100,000
ASSESSMENT ROLL	25,000
AUDIT FEES	18,300
ARBITRAGE REBATE FEE	3,900
TRAVEL & LODGING	10,000
INSURANCE	120,000
LEGAL ADVERTISING	8,000
MISCELLANEOUS	10,000
POSTAGE	3,000
OFFICE SUPPLIES	3,500
RENTS & LEASES	1,000
DUES, LICENSE, & SUBSCRIPTIONS	500
MISCELLANEOUS FILINGS, NOTICES, ETC.	500
WEBSITE HOSTING FEES	2,500
TRUSTEE FEES	40,000
CONTINUING DISCLOSURE FEE	12,000
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 808,534</b>
<b>MAINTENANCE EXPENDITURES</b>	
MAINTENANCE	3,964,509
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 3,964,509</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 4,773,043</b>
<b>EXCESS OR (SHORTFALL)</b>	<b>\$ 7,586,434</b>
BOND PAYMENTS	(6,870,544)
<b>BALANCE</b>	<b>\$ 715,890</b>
COUNTY APPRAISER & TAX COLLECTOR COST	(334,082)
DISCOUNTS FOR EARLY PAYMENTS	(381,808)
<b>NET EXCESS / (SHORTFALL)</b>	<b>\$ -</b>

Note: Reserve Fund Balance As Of 3-31-24 is \$331,584.96

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

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET
<b>REVENUES</b>			
O & M ASSESSMENTS	2,156,850	2,786,545	3,426,681
DEBT ASSESSMENTS	4,577,197	6,118,516	6,118,516
DEVELOPER CONTRIBUTION FOR O & M	2,146,961	1,563,580	1,602,863
DEVELOPER CONTRIBUTION FOR DEBT	1,577,362	1,210,255	1,210,917
OTHER REVENUES / FEMA	0	0	0
INTEREST	31,328	399	500
BOND PREPAYMENTS	8,769	0	0
BOND PREPAYMENTS PAID TO TRUSTEE	(8,769)	0	0
<b>TOTAL REVENUES</b>	<b>\$ 10,489,698</b>	<b>\$ 11,679,296</b>	<b>\$ 12,359,477</b>
<b>EXPENDITURES</b>			
<b>ADMINISTRATIVE EXPENDITURES</b>			
SUPERVISORS FEES	7,600	9,600	9,600
PAYROLL TAX EXPENSE	581	734	734
ENGINEERING	90,442	85,000	90,000
MANAGEMENT	79,662	108,000	350,000
LEGAL	105,059	80,000	100,000
ASSESSMENT ROLL	20,000	20,000	25,000
AUDIT FEES	20,300	20,300	18,300
ARBITRAGE REBATE FEE	3,900	3,900	3,900
TRAVEL & LODGING	7,127	5,000	10,000
INSURANCE	39,973	45,000	120,000
LEGAL ADVERTISING	10,889	8,000	8,000
MISCELLANEOUS	945	6,000	10,000
POSTAGE	2,939	2,000	3,000
OFFICE SUPPLIES	5,529	3,500	3,500
RENTS & LEASES	0	0	1,000
DUES, LICENSE, & SUBSCRIPTIONS	615	500	500
MISCELLANEOUS FILINGS, NOTICES, ETC.	0	500	500
WEBSITE HOSTING FEES	2,625	2,500	2,500
TRUSTEE FEES	39,272	35,000	40,000
CONTINUING DISCLOSURE FEE	9,000	12,000	12,000
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 446,459</b>	<b>\$ 447,534</b>	<b>\$ 808,534</b>
<b>MAINTENANCE EXPENDITURES</b>			
MAINTENANCE	3,681,170	3,694,000	3,964,509
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 3,681,170</b>	<b>\$ 3,694,000</b>	<b>\$ 3,964,509</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 4,127,629</b>	<b>\$ 4,141,534</b>	<b>\$ 4,773,043</b>
<b>EXCESS OR (SHORTFALL)</b>	<b>\$ 6,362,069</b>	<b>\$ 7,537,762</b>	<b>\$ 7,586,434</b>
BOND PAYMENTS	(5,891,492)	\$(6,869,882)	\$(6,870,544)
<b>BALANCE</b>	<b>\$ 470,577</b>	<b>\$ 667,880</b>	<b>\$ 715,890</b>
COUNTY APPRAISER & TAX COLLECTOR COST	(82,581)	(311,677)	(334,082)
DISCOUNTS FOR EARLY PAYMENTS	(257,356)	(356,202)	(381,808)
<b>NET EXCESS / (SHORTFALL)</b>	<b>\$ 130,639</b>	<b>\$ -</b>	<b>\$ -</b>

Note: Reserve Fund Balance As Of 3-31-24 is \$331,584.96

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

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET
<b>REVENUES</b>			
Interest Income (19) (refi of 06)	31,510	500	500
Net NAV Collection (19) (refi of 06)	1,393,004	1,368,371	1,368,371
Developer Contribution (refi of 06)	0	0	0
Prepaid Bonds (19) (refi of 06)	8,769	0	0
Bond Proceeds	0	0	0
<b>Total Revenues</b>	<b>\$ 1,433,282</b>	<b>\$ 1,368,871</b>	<b>\$ 1,368,871</b>
<b>EXPENDITURES</b>			
Principal Payments (19) (refi of 06)	935,000	940,000	955,000
Extraordinary Principal Pymt (19) (refi of 06)	0	-923	3,565
Interest Payments (19) (refi of 06)	457,381	429,794	410,306
Cost of Issuance	0		
<b>Total Expenditures</b>	<b>\$ 1,392,381</b>	<b>\$ 1,368,871</b>	<b>\$ 1,368,871</b>
<b>Net Excess/ (Shortfall)</b>	<b>\$ 40,901</b>	<b>\$ -</b>	<b>\$ -</b>

**Series 2019 Bond Information (Refi of 2006)**

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

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

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET
<b>REVENUES</b>			
Interest Income (22) (refi of 12)	49,309	100	100
Net NAV Collection (22) (refi of 12)	1,675,918	1,643,963	1,643,963
Developer Contribution (22) (refi of 12)	0	0	0
Prepaid Bonds (22) (refi of 12)	0	0	0
<b>Total Revenues</b>	<b>\$ 1,725,227</b>	<b>\$ 1,644,063</b>	<b>\$ 1,644,063</b>
<b>EXPENDITURES</b>			
Principal Payments (22) (refi of 12)	820,000	845,000	870,000
Extraordinary Principal Pymt (22) (refi of 12)	0	3,822	3,475
Interest Payments (22) (refi of 12)	830,963	795,241	770,588
<b>Total Expenditures</b>	<b>\$ 1,650,963</b>	<b>\$ 1,644,063</b>	<b>\$ 1,644,063</b>
<b>Net Excess/ (Shortfall)</b>	<b>\$ 74,264</b>	<b>\$ -</b>	<b>\$ -</b>

**Series 2022 Bond Information (Refi of 2012)**

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

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

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET
<b>REVENUES</b>			
Interest Income (21)	11,394	100	100
Net NAV Collection (21)	116,719	640,319	640,319
Developer Contribution (21)	320,645	0	0
Capitalized Interest (21)	199,203	0	0
<b>Total Revenues</b>	<b>\$ 647,961</b>	<b>\$ 640,419</b>	<b>\$ 640,419</b>
<b>EXPENDITURES</b>			
Principal Payments (21)	240,000	250,000	255,000
Extraordinary Principal Payments (21)	0	225	906
Interest Payments (21)	398,406	390,194	384,513
<b>Total Expenditures</b>	<b>\$ 638,406</b>	<b>\$ 640,419</b>	<b>\$ 640,419</b>
<b>Net Excess/ (Shortfall)</b>	<b>\$ 9,555</b>	<b>\$ -</b>	<b>\$ -</b>

**Series 2021 Bond Information**

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

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

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET
<b>REVENUES</b>			
Interest Income (23)	3,774	100	100
Net NAV Collection (23)	0	339,521	339,521
Developer Contribution (23)	0	942,617	944,454
Capitalized Interest (23)	0	0	0
<b>Total Revenues</b>	<b>\$ 3,774</b>	<b>\$ 1,282,238</b>	<b>\$ 1,284,075</b>
<b>EXPENDITURES</b>			
Principal Payments (23)	0	285,000	300,000
Extraordinary Principal Payments (23)	0	0	0
Interest Payments (23)	0	997,238	984,075
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ 1,282,238</b>	<b>\$ 1,284,075</b>
<b>Net Excess/ (Shortfall)</b>	<b>\$ 3,774</b>	<b>\$ -</b>	<b>\$ -</b>

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

**Series 2023 Bond Information**

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

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

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET
<b>REVENUES</b>			
Interest Income (15)	10,507	100	100
Net NAV Collection (15)	166,831	163,890	163,890
Developer Contribution (15)	0	0	0
Prepaid Bonds (15)	0	0	0
<b>Total Revenues</b>	<b>\$ 177,338</b>	<b>\$ 163,990</b>	<b>\$ 163,990</b>
<b>EXPENDITURES</b>			
Principal Payments (15)	50,000	55,000	55,000
Extraordinary Principal Payments (15)	0	-935	1,815
Interest Payments (15)	113,800	109,925	107,175
<b>Total Expenditures</b>	<b>\$ 163,800</b>	<b>\$ 163,990</b>	<b>\$ 163,990</b>
<b>Net Excess/ (Shortfall)</b>	<b>\$ 13,538</b>	<b>\$ -</b>	<b>\$ -</b>

**Series 2015 Bond (Maple Ridge) Information**

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

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

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET
<b>REVENUES</b>			
Interest Income (16)	10,422	100	100
Net NAV Collection (16)	230,899	226,663	226,663
Developer Contribution (16)	0	0	0
Prepaid Bonds (16)	0	0	0
<b>Total Revenues</b>	<b>\$ 241,322</b>	<b>\$ 226,763</b>	<b>\$ 226,763</b>
<b>EXPENDITURES</b>			
Principal Payments (16)	60,000	65,000	70,000
Extraordinary Principal Payments (16)	0	2,819	1,363
Interest Payments (16)	163,800	158,944	155,400
<b>Total Expenditures</b>	<b>\$ 223,800</b>	<b>\$ 226,763</b>	<b>\$ 226,763</b>
<b>Net Excess/ (Shortfall)</b>	<b>\$ 17,522</b>	<b>\$ -</b>	<b>\$ -</b>

**Series 2016 Bond (Maple Ridge) Information**

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

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

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET
<b>REVENUES</b>			
Interest Income (18)	6,103	100	100
Net NAV Collection (18)	258,810	253,748	253,748
Developer Contribution (18)	0	0	0
Prepaid Bonds (18)	0	0	0
<b>Total Revenues</b>	<b>\$ 264,913</b>	<b>\$ 253,848</b>	<b>\$ 253,848</b>
<b>EXPENDITURES</b>			
Principal Payments (18)	65,000	65,000	70,000
Extraordinary Principal Payments (18)	0	3,675	2,683
Interest Payments (18)	189,950	185,173	181,165
<b>Total Expenditures</b>	<b>\$ 254,950</b>	<b>\$ 253,848</b>	<b>\$ 253,848</b>
<b>Net Excess/ (Shortfall)</b>	<b>\$ 9,963</b>	<b>\$ -</b>	<b>\$ -</b>

**Series 2018 Bond (Maple Ridge) Information**

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

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

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET
<b>REVENUES</b>			
Interest Income (20)	4,592	100	100
Net NAV Collection (20)	211,869	207,616	207,616
Developer Contribution (20)	0	0	0
Capitalized Interest	0	0	0
<b>Total Revenues</b>	<b>\$ 216,461</b>	<b>\$ 207,716</b>	<b>\$ 207,716</b>
<b>EXPENDITURES</b>			
Principal Payments (20)	60,000	60,000	65,000
Extraordinary Principal Payments (20)	0	4,283	1,659
Interest Payments (20)	146,853	143,433	141,058
<b>Total Expenditures</b>	<b>\$ 206,853</b>	<b>\$ 207,716</b>	<b>\$ 207,716</b>
<b>Net Excess/ (Shortfall)</b>	<b>\$ 9,609</b>	<b>\$ -</b>	<b>\$ -</b>

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

**Series 2020 Bond (Maple Ridge) Information**

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

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

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET
<b>REVENUES</b>			
Interest Income (22)	779	100	100
Net NAV Collection (22)	71,681	444,361	444,361
Developer Contribution (22)	221,712	0	0
Capitalized Interest	148,423	0	0
<b>Total Revenues</b>	<b>\$ 442,594</b>	<b>\$ 444,461</b>	<b>\$ 444,461</b>
<b>EXPENDITURES</b>			
Principal Payments (22)	145,000	150,000	155,000
Extraordinary Principal Payments (22)	0	4,216	3,791
Interest Payments (22)	296,845	290,245	285,670
<b>Total Expenditures</b>	<b>\$ 441,845</b>	<b>\$ 444,461</b>	<b>\$ 444,461</b>
<b>Net Excess/ (Shortfall)</b>	<b>\$ 749</b>	<b>\$ -</b>	<b>\$ -</b>

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

**Series 2022 Bond (Maple Ridge) Information**

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

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

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET
<b>REVENUES</b>			
Interest Income (21)	12,093	0	0
Net NAV Collection (21)	188,399	373,327	373,327
Developer Contribution (21)	250,106	264,186	263,011
Capitalized Interest	0	0	0
<b>Total Revenues</b>	<b>\$ 450,598</b>	<b>\$ 637,513</b>	<b>\$ 636,338</b>
<b>EXPENDITURES</b>			
Principal Payments (21)	230,000	235,000	240,000
Extraordinary Principal Payments (21)	0	0	0
Interest Payments (21)	411,548	402,513	396,338
<b>Total Expenditures</b>	<b>\$ 641,548</b>	<b>\$ 637,513</b>	<b>\$ 636,338</b>
<b>Net Excess/ (Shortfall)</b>	<b>\$ (190,949)</b>	<b>\$ -</b>	<b>\$ -</b>

**Series 2021 Bond (Ave Maria National) Information**

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

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

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET
<b>MAINTENANCE EXPENDITURES</b>			
IRRIGATION REPAIR	175,095	110,000	205,000
MISCELLANEOUS MAINTENANCE	112,104	50,000	75,000
PRESSURE WASHING	0	50,000	60,000
ELECTRIC (STREETLIGHTS, LANDSCAPE)	117,030	89,250	150,000
STREET SWEEPING	0	1,050	30,000
STRIPING & TRAFFIC MARKINGS	187,838	150,000	250,000
STREET LIGHT MAINTENANCE	151,267	120,000	140,000
SIDEWALK / CURB REPAIRS	175,850	157,500	200,000
LANDSCAPE MAINT / ENHANCE (ROADWAY, ENTRIES):	0	31,500	0
MAINTENANCE CONTRACTS	716,727	715,000	729,793
TREE TRIMMING	123,463	153,300	160,000
STORM CLEANUP	0	60,000	60,000
STORM CLEANUP - ELECTRIC	0	26,250	26,250
STORM CLEANUP - LANDSCAPING	61,420	26,250	26,250
PLANT REPLACEMENT	182,816	100,000	200,000
MULCH & MISCELLANEOUS	182,661	147,000	150,000
WATER MANAGEMENT & DRAINAGE	3,600	4,200	0
ENTRY FEATURE WATER	7,363	4,725	5,500
IRRIGATION WATER	115,065	89,250	93,713
FOUNTAIN MAINTENANCE	78,836	50,000	50,000
RODENT / PEST CONTROL	15,900	8,400	25,000
EQUIPMENT REPAIR	2,308	8,400	8,400
SIGNAGE REPAIR	32,990	15,750	20,000
STORM DRAIN CLEANING	34,779	52,500	52,500
DRAINAGE / LAKE MAINTENANCE/ LITTORALS	53,512	78,750	81,113
AERATORS	0	2,100	2,100
PRESERVE MAINTENANCE	90,862	63,000	64,890
SMALL TOOLS	11,001	3,675	7,500
MISCELLANEOUS MAINTENANCE REPAIR	26,186	30,000	30,000
VEHICLE LEASE / FUEL / REPAIRS (MAINT TECH)	23,139	21,000	35,000
MOSQUITO CONTROL	358,833	525,000	0
TEMP FIRE FACILITY OPERATING COSTS	80,000	9,650	0
MAINTENANCE TECHNICIANS	33,749	0	0
BASE MANAGEMENT FEE	21,483	23,000	23,000
ADMIN PAYROLL	43,860	0	0
ASSET MANAGEMENT & SOFTWARE	56,470	75,000	139,000
LANDSCAPING PH 2 CAPITAL PROJECT	195,294	0	0
OPERATIONS TEAM SALARIES & BENEFITS	69,377	600,000	462,000
PUBLIC SAFETY PROJECTS	0	0	250,000
CAPITAL ASSET PURCHASE	102,692	0	110,000
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 3,643,570</b>	<b>\$ 3,651,500</b>	<b>\$ 3,922,009</b>
RESERVE FUND	27,500	27,500	27,500
CONTINGENCY FUND	10,100	15,000	15,000
<b>TOTAL</b>	<b>\$ 3,681,170</b>	<b>\$ 3,694,000</b>	<b>\$ 3,964,509</b>

**Ave Maria Stewardship Community District  
Assessment Breakdown - Fiscal Year 2024-2025**

**O&M Assessments\***

	Number of Total Units Platted for Fiscal Year 2024-2025		Per Unit Operation & Maintenance Assessment	Category Total Operation & Maintenance Assessment
		Per		
<b>Residential</b>				
Multi Family / Attached	608	Unit	\$ 583.19	\$ 354,579.52
Single Family / Detached	4,635	Unit	\$ 583.19	\$ 2,703,085.65
<b>Other Uses</b>				
ALF Apartments	0	Unit	\$ 62.46	\$ -
Apartments	0	Unit	\$ 168.22	\$ -
MB Low Affordable Housing	48	Unit	\$ 118.99	\$ 5,711.52
Goods and Services	202,875	Sq. Ft.	\$ 0.27	\$ 54,776.25
Mini Warehouse (Self Storage)	50,440	Sq. Ft.	\$ 0.09	\$ 4,539.60
Light Manufacturing	416,961	Sq. Ft.	\$ 0.56	\$ 233,498.16
Hotel	0	Room	\$ 296.48	\$ -
Institutional - AM University	1,250	Student	\$ 30.87	\$ 38,587.50
Private K-12 School	416	Student	\$ 76.69	\$ 31,903.04
<b>Total</b>				<b>\$ 3,426,681.24</b>

**Automatic CPI Increase Calculation**

O&M Assessment Before CPI Adjustment	Reserve Assessment Before CPI Adjustment	Total O&M + Reserve Assessment Before CPI Adjustment	Year End March 2024 CPI Rate - No CPI Increase in Year 1 of New Methodology	Amount of O&M Assessment Increase due to CPI	Amount of Reserve Assessment Increase due to CPI	New O&M Assessment Amount	New Reserve Assessment Amount	New Total O&M + Reserve Assessment Amount
\$ 583.19	\$ -	\$ 583.19	0.00%	\$ -	\$ -	\$ 583.19	\$ -	\$ 583.19
\$ 583.19	\$ -	\$ 583.19	0.00%	\$ -	\$ -	\$ 583.19	\$ -	\$ 583.19
\$ 62.46	\$ -	\$ 62.46	0.00%	\$ -	\$ -	\$ 62.46	\$ -	\$ 62.46
\$ 168.22	\$ -	\$ 168.22	0.00%	\$ -	\$ -	\$ 168.22	\$ -	\$ 168.22
\$ 118.99	\$ -	\$ 118.99	0.00%	\$ -	\$ -	\$ 118.99	\$ -	\$ 118.99
\$ 0.27	\$ -	\$ 0.27	0.00%	\$ -	\$ -	\$ 0.27	\$ -	\$ 0.27
\$ 0.09	\$ -	\$ 0.09	0.00%	\$ -	\$ -	\$ 0.09	\$ -	\$ 0.09
\$ 0.56	\$ -	\$ 0.56	0.00%	\$ -	\$ -	\$ 0.56	\$ -	\$ 0.56
\$ 296.48	\$ -	\$ 296.48	0.00%	\$ -	\$ -	\$ 296.48	\$ -	\$ 296.48
\$ 30.87	\$ -	\$ 30.87	0.00%	\$ -	\$ -	\$ 30.87	\$ -	\$ 30.87
\$ 76.69	\$ -	\$ 76.69	0.00%	\$ -	\$ -	\$ 76.69	\$ -	\$ 76.69

**Debt Assessments \***

	Gross Units Platted	Units Prepaid	Net Units Assessed	Series 2019 Bonds	Series 2022 Bonds	Series 2021 Bonds	Series 2023 Bonds	Series 2015 MR Bonds	Series 2016 MR Bonds	Series 2018 MR Bonds	Series 2020 MR Bonds	Series 2021 AMN Bonds	Series 2022 MR Bonds	Total Debt Assessment Per Unit	Total Debt Assessment On Roll
<b>Multi Family</b>															
	166	(1)	165	\$ 403.00										\$ 403.00	66,495.00
16 Unit Ver / 30 Unit Ter	92		92		\$ 495.00									\$ 495.00	45,540.00
	46		46		\$ 495.00							\$ 455.46		\$ 950.46	43,721.16
Coach / 12 Unit Ver	40		40			\$ 449.15								\$ 449.15	17,966.00
16 Unit Ver / 30 Unit Ter	40		40			\$ 449.15						\$ 530.29		\$ 979.44	39,177.60
	92		92			\$ 449.15						\$ 455.46		\$ 904.61	83,224.12
Coach / 12 Unit Ver	8		8				\$ 532.19							\$ 532.19	4,257.52
16 Unit Ver / 30 Unit Ter	48		48				\$ 532.19					\$ 530.29		\$ 1,062.48	50,999.04
	76		76				\$ 532.19					\$ 455.46		\$ 987.65	75,061.40
<b>Single Family</b>															
	1167	(14)	1153	\$ 775.00										\$ 775.00	893,575.00
	394		394	\$ 775.00				\$ 449.69						\$ 1,224.69	482,527.86
	270		270	\$ 775.00					\$ 673.19			\$ 667.45		\$ 1,448.19	391,011.30
	3		3	\$ 775.00										\$ 1,442.45	4,327.35
	631	(2)	629		\$ 951.00									\$ 951.00	598,179.00
	94		94		\$ 951.00				\$ 673.19					\$ 1,624.19	152,673.86
	408		408		\$ 951.00					\$ 667.45				\$ 1,618.45	660,327.60
	335		335		\$ 951.00						\$ 670.00			\$ 1,621.00	543,035.00
	218		218		\$ 951.00							\$ 667.00		\$ 1,618.00	352,724.00
	113		113		\$ 951.00								\$ 670.00	\$ 1,621.00	183,173.00
	227		227			\$ 863.74								\$ 863.74	196,068.98
	314		314			\$ 863.74							\$ 670.00	\$ 1,533.74	481,594.36
	171		171			\$ 863.74						\$ 667.00		\$ 1,530.74	261,756.54
	0		0				\$ 1,023.45							\$ 1,023.45	0.00
	290		290				\$ 1,023.45						\$ 670.00	\$ 1,693.45	491,100.50
<b>Total</b>	<b>5,243</b>	<b>(17)</b>	<b>5,226</b>												<b>6,118,516.19</b>

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

**Ave Maria Stewardship Community District  
Total Assessment Comparison 2024-2025**

Type	Bonds Series	Number of Platted Units	FY 2023-2024 Per Unit Assessment	FY 2024-2025 Per Unit Assessment	Change - Increase / (Decrease)
Multi Family	2019	166	\$883.88	<b>\$986.19</b>	\$102.31
	2022	92	\$975.88	<b>\$1,078.19</b>	\$102.31
	2022 + 2021 AMN	46	\$1,431.34	<b>\$1,533.65</b>	\$102.31
	2021	40	\$930.03	<b>\$1,032.34</b>	\$102.31
	2021 + 2021 AMN	40	\$1,460.32	<b>\$1,562.63</b>	\$102.31
	2021 + 2021 AMN	92	\$1,385.49	<b>\$1,487.80</b>	\$102.31
	2023	8	\$1,013.07	<b>\$1,115.38</b>	\$102.31
	2023 + 2021 AMN	48	\$1,543.36	<b>\$1,645.67</b>	\$102.31
	2023 + 2021 AMN	76	\$1,468.53	<b>\$1,570.84</b>	\$102.31
Single Family	2019	1,167	\$1,255.88	<b>\$1,358.19</b>	\$102.31
	2019 + 2015 MR	394	\$1,705.57	<b>\$1,807.88</b>	\$102.31
	2019 + 2016 MR	270	\$1,929.07	<b>\$2,031.38</b>	\$102.31
	2019 + 2018 MR	3	\$1,923.33	<b>\$2,025.64</b>	\$102.31
	2022	631	\$1,431.88	<b>\$1,534.19</b>	\$102.31
	2022 + 2016 MR	94	\$2,105.07	<b>\$2,207.38</b>	\$102.31
	2022 + 2018 MR	408	\$2,099.33	<b>\$2,201.64</b>	\$102.31
	2022 + 2020 MR	335	\$2,101.88	<b>\$2,204.19</b>	\$102.31
	2022 + 2021 AMN	218	\$2,098.88	<b>\$2,201.19</b>	\$102.31
	2022 + 2022 MR	113	\$2,101.88	<b>\$2,204.19</b>	\$102.31
	2021	227	\$1,344.62	<b>\$1,446.93</b>	\$102.31
	2021 + 2022 MR	314	\$2,014.62	<b>\$2,116.93</b>	\$102.31
	2021 + 2021 AMN	171	\$2,011.62	<b>\$2,113.93</b>	\$102.31
	2023	0	\$1,504.33	<b>\$1,606.64</b>	\$102.31
	2023 + 2022 MR	290	\$2,174.33	<b>\$2,276.64</b>	\$102.31
ALF Apartments		0	\$31.37	<b>\$62.46</b>	\$31.09
Apartments		0	\$113.68	<b>\$168.22</b>	\$54.54
Low Affordable Housing		48	\$72.19	<b>\$118.99</b>	\$46.80
Goods and Services (sqft)		202,875	\$0.55	<b>\$0.27</b>	(\$0.28)
Mini Warehouse (Self Storage) (sqft)		50,440	\$0.35	<b>\$0.09</b>	(\$0.26)
Light Manufacturing (sqft)		416,961	\$0.23	<b>\$0.56</b>	\$0.33
Hotel (rooms)		0	\$406.02	<b>\$296.48</b>	(\$109.54)
Institutional - AM University (students)		1,250	\$24.65	<b>\$30.87</b>	\$6.22
Private K-12 School (students)		416	\$38.51	<b>\$76.69</b>	\$38.18

Assessments Include the Following :

4% Discount for Early Payments

1.5% County Tax Collector Administrative Cost

2% County Property Appraiser Administrative Cost

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT  
Budget Revenue & Expense Descriptions**

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**REVENUES**

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***O&M ASSESSMENTS***

Operations & Maintenance assessments placed on the property tax roll for Operations & Maintenance expenses.

***DEBT ASSESSMENTS***

Debt assessments collected via the property tax roll for Bond Debt.

***DEVELOPER CONTRIBUTION FOR O & M***

The Developer is direct billed for the undeveloped land and any agreed upon nonbudgeted items for O&M Assessments.

***DEVELOPER CONTRIBUTION FOR DEBT***

The Developer is direct billed for the undeveloped land for Debt Assessments.

***OTHER REVENUES***

This is usually carry over funds from a prior year or reimbursement for shared expenses with the master association.

***INTEREST INCOME***

Any interest earned on the general fund balance.

***BOND PREPAYMENTS***

Debt Assessments used to pay down Bond debt before the required payments by individuals or the District as a whole.

***BOND PREPAYMENTS PAID TO TRUSTEE***

Any bond prepayments used to pay down Bond debt are recorded here as a negative when sent to the Bond trustee.

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**ADMINISTRATIVE EXPENDITURES**

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***SUPERVISOR FEES***

Fees paid to Board supervisors for their service to the District.

***PAYROLL TAX EXPENSE***

For taxes associated with the payroll to Board supervisors.

***ENGINEERING***

State statute requires the District to have an engineer and pay for his or her services to the District.

***MANAGEMENT***

State statute requires the District to have a manager and pay for his or her services to the District.

***LEGAL***

State statute requires the District to have an attorney and pay for his or her services to the District.

***ASSESSMENT ROLL***

The cost to prepare the combined O&M and Debt assessment roll, submit it to the county tax collector, a field inquires regarding the roll.

***ANNUAL AUDIT***

State statute requires the District to have financial statements audited yearly.

***ARBITRAGE REBATE FEE***

A bond requirement related to the tax exempt status of the bonds where the dollar amount of profit earned from arbitrage must be paid back.

***TRAVEL & LODGING***

Encompasses expenses for staff mileage, board member conference attendance, and related accommodations.

***INSURANCE***

The District has a liability insurance policy that protects the supervisors and staff acting on the District's behalf as well as the assets of the District.

***LEGAL ADVERTISING***

State statute requires the District to advertise meetings in advance.

***MISCELLANEOUS***

Any item that does not fit into a category already established.

***POSTAGE***

Any packages/letters sent on behalf of the district. Proposals, certified mail, notices, etc. are charged to this category.

***OFFICE SUPPLIES***

This is mainly paper and ink cost related to any printed documents for the District.

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT  
Budget Revenue & Expense Descriptions**

**RENTS & LEASES**

This covers any costs associated with renting meeting locations for the District if needed.

**DUES, LICENSE & SUBSCRIPTIONS**

An annual due is required to pay to the state.

**MISCELLANEOUS FILINGS, NOTICES, ETC.**

Costs for other legal filings and notices not covered by Dues/License & Subscriptions.

**WEBSITE**

State statute requires the District to have a public website. This is the cost to run and host the website.

**TRUSTEE FEES**

Fees paid to the Bank Trustee responsible for the Bond bank accounts.

**CONTINUING DISCLOSURE FEE**

These are reports that have to be filed with the SEC related to any bonds.

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**MAINTENANCE EXPENDITURES**

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**IRRIGATION REPAIR**

Covers the costs associated with fixing and maintaining irrigation systems to ensure efficient water distribution and prevent disruptions.

**MISCELLANEOUS MAINTENANCE**

Line item covers maintenance projects that arise but are not planned/anticipated and not included in another budget item. In the past, this has included loader rental, shell rock replacement, repairs to dog waste stations, etc.

**PRESSURE WASHING**

Costs for pressure washing services.

**ELECTRIC (STREETLIGHTS, LANDSCAPE)**

Electric costs for streetlights and landscape lighting.

**STREET SWEEPING**

Costs of either renting a street sweeper or paying for the service.

**STRIPING & TRAFFIC MARKINGS**

Costs of restriping traffic and pedestrian safety signs and markings on District property.

**STREET LIGHT MAINTENANCE**

Includes expenses for the repair, upkeep, and operation of street lighting to ensure safe and functional roadways.

**SIDEWALK / CURB REPAIRS**

Costs for fixing and maintaining sidewalks and curbs to ensure safety and accessibility for pedestrians

**LANDSCAPE MAINT / ENHANCE (ROADWAY, ENTRIES):**

This line item has been removed and has been broken down into the next 7 line items.

**MAINTENANCE CONTRACTS**

This is the cost of the annual landscaping contract with current vendor Davey Tree Expert Company.

**TREE TRIMMING**

The additional landscaping cost for palm tree trimming on District property.

**STORM CLEANUP**

Includes expenses for debris removal and cleanup from landscaped areas affected by storm damage.

**STORM CLEANUP - ELECTRIC**

Includes expenses for restoring electric to landscaped areas affected by storm damage.

**STORM CLEANUP - LANDSCAPING**

Includes expenses for repairing landscaped areas affected by storm damage.

**PLANT REPLACEMENT**

Includes expenses for restoring and replacing landscape in areas affected by storm damage.

**MULCH & MISCELLANEOUS**

Cost of applying pine straw as mulch to enhance soil health and improve the appearance of landscaped spaces.

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT  
Budget Revenue & Expense Descriptions**

**WATER MANAGEMENT & DRAINAGE**

This line item has been removed from the budget for the upcoming year.

**ENTRY FEATURE WATER**

Cost of water for the community entry feature.

**IRRIGATION WATER**

Costs associated with the water used for irrigating landscaped areas and maintaining vegetation.

**FOUNTAIN MAINTENANCE**

Covers expenses for the upkeep, repair, and cleaning of fountains to ensure their proper functioning and appearance.

**RODENT / PEST CONTROL**

Costs for managing and eliminating rodents and pests such as bees, alligator carcasses removal, etc.

**EQUIPMENT REPAIR**

Costs of fixing and maintaining maintenance equipment to ensure its proper and efficient operation.

**SIGNAGE REPAIR**

Expenses for fixing and maintaining signs to ensure they are clear, visible, and functional.

**STORM DRAIN CLEANING**

Costs of removing debris and maintaining storm drains to ensure proper drainage and prevent flooding.

**DRAINAGE / LAKE MAINTENANCE/ LITTORALS**

Costs for maintaining drainage systems, lake areas, and littoral zones to ensure proper water flow and ecological health.

**AERATORS**

Costs of maintaining equipment that enhances oxygen levels in water bodies to support aquatic life and improve water quality.

**PRESERVE MAINTENANCE**

Expenses for the upkeep and management of natural preserves to protect and sustain their ecological health and functionality.

**SMALL TOOLS**

This covers the costs of small tools used by maintenance techs including toolboxes/beds for district owned minitrucks.

**MISCELLANEOUS MAINTENANCE REPAIR**

Covers costs for maintenance repairs that are unpredictable and not accounted for elsewhere in the budget.

**VEHICLE LEASE / FUEL / REPAIRS (MAINT TECH)**

Cover the costs of fuel and necessary repairs for district owned maintenance vehicles to ensure their operational efficiency.

**MOSQUITO CONTROL**

This line item has been removed but previously covered the costs for mosquito treatment paid to Collier County Mosquito Control District.

**TEMP FIRE FACILITY OPERATING COSTS**

This line item has been removed but previously covered the costs for the temporary fire facility used prior to the new fire station completion.

**MAINTENANCE TECHNICIANS**

This line item has been removed and absorbed by the Operations Team line item below.

**BASE MANAGEMENT FEE**

Covers the monthly fee paid to First Residential Services for administrative duties provided to the District such as golf cart registration, invoicing, etc.

**ADMIN PAYROLL**

This line item has been removed and absorbed by the management line item detailed in Administrative Expenditures.

**ASSET MANAGEMENT & SOFTWARE**

Includes expenses for GIS-based tools that map and track all district-owned assets for efficient management and maintenance.

**LANDSCAPING PH 2 CAPITAL PROJECT**

This line item has been removed as the project was completed in Fiscal Year 2022-2023.

**OPERATIONS TEAM SALARIES & BENEFITS**

Covers the costs associated with personnel (4) and resources required for the management and execution of daily operational activities.

**PUBLIC SAFETY PROJECTS**

Expenses for initiatives and measures aimed at enhancing community safety and emergency preparedness.

**CAPITAL ASSET PURCHASE**

Covers the costs of acquiring long-term assets that contribute to the district's infrastructure and operational capacity.

**RESOLUTION 2024-13  
[FY 2025 ASSESSMENT RESOLUTION]**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT PROVIDING FOR FUNDING FOR THE FY 2025 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("**FY 2025**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

**WHEREAS**, pursuant to Chapter 2004-461, *Laws of Florida*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

**WHEREAS**, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

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

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B ("Assessment Roll")**.

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

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

- b. O&M Assessment Imposition.** Pursuant to Chapter 2004-461, *Laws of Florida*, a special assessment for operations and maintenance (“**O&M Assessment(s)**”) is hereby levied and imposed on benefitted lands within the District and in accordance with the Third Revised Operations & Maintenance Assessment Methodology Report for the Ave Maria Stewardship Community District dated July 2, 2024, which is hereby adopted and implemented and attached hereto as **Exhibit C, Exhibit A and Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
  - c. Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.
- 3. DEBT SERVICE SPECIAL ASSESSMENTS.** The District’s Board hereby certifies for collection the FY 2025 installment of the District’s previously levied debt service special assessments (“**Debt Assessments**,” and together with the O&M Assessments, the “**Assessments**”) in accordance with this Resolution and as further set forth in **Exhibit A and Exhibit B**, and hereby directs District staff to affect the collection of the same.
- 4. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 2004-461, *Laws of Florida*, the District is authorized to collect and enforce the Assessments as set forth below.

  - a. Tax Roll Assessments.** To the extent indicated in **Exhibit A and Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the “**Tax Roll Property**” identified in **Exhibit B** shall be collected by the County Tax Collector at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* (“**Uniform Method**”). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County property taxes. The District’s Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
  - b. Direct Bill Assessments.** To the extent indicated in **Exhibit A and Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on “**Direct Collect Property**” identified in **Exhibit B** shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibit A and Exhibit B**. The District’s Board finds and determines that such collection method is an efficient method of collection for the Direct Collect Property.

    - i. Due Date (O&M Assessments).** O&M Assessments directly collected by the District shall be due and payable on the dates set forth in the invoices prepared by the District Manager, but no earlier than October 1<sup>st</sup> and no later than September 30<sup>th</sup> of FY 2025.
    - ii. Due Date (Debt Assessments).** Debt Assessments directly collected by the District shall be due and payable in full on December 1, 2024 provided,

however, that, to the extent permitted by law, the Debt Assessments due may be paid in partial, deferred payments and on dates that are 30 days prior to the District's corresponding debt service payment dates all as set forth in the invoice(s) prepared by the District Manager.

iii. In the event that an Assessment payment is not made in accordance with the schedule(s) stated above, the whole of such Assessment, including any remaining partial, deferred payments for the Fiscal Year: shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent Assessments shall accrue at the rate of any bonds secured by the Assessments, or at the statutory prejudgment interest rate, as applicable. In the event an Assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole Assessment, as set forth herein.

c. **Future Collection Methods.** The District's decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

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

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

**PASSED AND ADOPTED** this 10<sup>th</sup> day of September, 2024.

ATTEST:

**AVE MARIA STEWARDSHIP COMMUNITY  
DISTRICT**

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

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

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

- Exhibit A:** Budget
- Exhibit B:** Assessment Roll
- Exhibit C:** Third Revised Operations & Maintenance Assessment Methodology Report for the Ave Maria Stewardship Community District dated July 2, 2024

**Exhibit A**

Budget

**Exhibit B**

Assessment Roll

**Exhibit C**

Third Revised Operations & Maintenance Assessment Methodology Report for the Ave Maria  
Stewardship Community District dated July 2, 2024

**RESOLUTION NO. 2024-14**

**A RESOLUTION OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ADOPTING A FINAL FISCAL YEAR 2024/2025 BUDGET FOR THE MASTER IRRIGATION UTILITY SYSTEM**

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

**WHEREAS**, the District Manager has prepared a final fiscal year 2024/2025 budget for the Master Irrigation Utility System.

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

**Section 1.** The Final Budget for Fiscal Year 2024/2025 for the District’s Master Irrigation Utility System is attached hereto as Exhibit “A” is hereby approved and adopted.

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

**PASSED, ADOPTED and EFFECTIVE** this 10<sup>th</sup> day of September, 2024.

**ATTEST:**

**AVE MARIA STEWARDSHIP  
COMMUNITY DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairman/Vice Chairman

# Ave Maria Master Irrigation Utility

## **Final Budget For Fiscal Year 2024/2025 October 1, 2024 - September 30, 2025**

**FINAL AVE MARIA MASTER IRRIGATION UTILITY BUDGET  
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT  
FISCAL YEAR 2024/2025  
OCTOBER 1, 2024 - SEPTEMBER 30, 2025**

	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
AMUC Revenue (Irrigation)	1,482,017	1,241,132	1,760,626	Irrigation
Developer Contribution	326,940	375,971	238,939	Developer Contribution
Connection Fees	0	7,180	2,700	Connection Fees
Installations	0	148,967	141,738	Installations
Miscellaneous / Carryover Revenue	0	9,180	10,416	Miscellaneous Revenue
Peninsula True-Up Of Expenditures	18,379	0	0	Estimate Of True-Up Of Expenditures
<b>Total Revenues</b>	<b>\$ 1,827,336</b>	<b>\$ 1,782,430</b>	<b>\$ 2,154,419</b>	
<b>EXPENDITURES</b>				
Management Fee	152,205	153,680	250,247	Estimate of \$12,806.7 per Month
Electricity	157,352	243,812	259,394	Electricity
Labor & Benefits	401,587	427,906	590,163	Labor & Benefits
Chemicals	1,500	1,500	1,500	Chemicals
Repairs & Maintenance	157,640	157,240	167,565	Repairs & Maintenance
Testing	1,200	2,000	1,500	Testing
Sludge Disposal	0	0	0	Sludge Disposal
Plan Review	0	0	0	Plan Review
Meter Purchase	236,351	159,700	225,620	Meter Purchase
Meter Installation	13,892	6,785	9,971	Meter Installation
Other Direct Costs	248,120	230,500	216,330	Other Direct Costs
Administration Fee	8,000	8,000	12,000	
AMUC Bulk Water Charge	397,019	391,306	420,129	Estimate of \$37,572 per Month
Other Expenses	0	0	0	
<b>Total Expenditures</b>	<b>\$ 1,774,866</b>	<b>\$ 1,782,430</b>	<b>\$ 2,154,419</b>	
<b>Excess / (Shortfall)</b>	<b>\$ 52,470</b>	<b>\$ -</b>	<b>\$ -</b>	

Project Name and Date Appeared on List	Start Date	End Date	% Complete	Est. Cost	Cost Under Contract (to-date) *denotes approximate cost	Funding Source	EOR/Vendor	Responsible Party	Comments
Anthem Parkway Ph 5A (North Park to Avalon)  6/7/2022	2nd quarter 2023	1/13/2025	100% Design 70% Construction	\$10,264,854	*\$8,430,000	2023 Bonds and future 2025 Bond Issuance	Daniel Hartley	Allyson Holland (District)	Project under construction. Ave Maria Blvd is near completion, with landscape installation expected to commence soon. Existing overhead utilities in conflicts with road with road construction have been removed, enabling continuation of construction on Anthem Parkway. Design and permitting for IPS #4, Irrigation Lake, and Master AMUC Lift Station in progress. New construction contracts, or change orders to existing construction contracts, will be required for these and related facilities.
Anthem Parkway Ph 5B (Includes roundabout at PJII) 6  6/7/2022	4th quarter 2024	1st Quarter 2026	60% Design	\$8,394,852	*\$278,000	2023 Bonds and future 2025 Bond Issuance	Daniel Hartley	Allyson Holland (District)	Currently in design and permitting. Coordination of the access configurations to adjacent existing and future development areas is in progress.
Massa Way Irrigation Extension 5/7/2024	5/2/2024	1/15/2025	100% Design 80% Construction	\$530,000	\$781,241.35	2023 Bonds and future Bond Issuance	David Hurst	Allyson Holland (District)	Coastal Concrete is completing site restoration and prepping for sod installation. Change order for O'Donnell Landscaping was signed to replace trees and repair irrigation.
Arthex Commerce Park  5/7/2024	2/1/2024	1/15/2025	100% Design 65% Construction	\$2,402,283	\$2,426,195	Developer Contribution Agreement, partial 2023 bonds, and future 2025 bonds	David Hurst	AMD and District	Lake excavation is complete. Filling of berm is ongoing. Roadwork commenced. Received landscape bid. Landscape will commence after berm is complete.
Oil Well Berm Landscaping  5/7/2024	5/1/2024	11/1/2024	100% Design 5% Construction	\$300,000	\$359,476	Developer Contribution Agreement, intent to get reimbursement from 2025 bonds	Steve Sammons	Allyson Holland (District)	Contractor commenced construction 8/26/24 and started initial phases of prepping site.
Owens Roundabout, handicap parking space, and signage 6/6/2023	Fall 2024	Winter 2024	100% Design 0% Construction	\$98,000	\$97,949	FY23/24 O&M Budget	Ted Tryka	Ted Tryka (District)	Contract awarded to Earthtech Enterprises. Contract in progress. Anticipate NTP in September.
Oil Well Road Lighting & Sign Project 10/3/2023	1/17/2024	11/12/2024	100% Design 79% Construction		\$544,758	2023 Bonds	Ted Tryka	Ted Tryka (District)	Light installation 100% complete. Awaiting final connection power source - LCEC-Collier County Coordination. Complete End Sept.
Asset Management 11/1/2022	10/1/2023	9/30/2024	90%	\$75,000	\$75,000	FY23/24 O&M Budget	ETM	Allyson Holland (District)	Cartegraph and Cyclomedia are operational. Minor adjustments are ongoing. ETM tentatively to present update at Oct 2024 meeting.
Reserve Study 8/6/2024	11/1/2023	12/1/2024	75%	\$11,000	\$11,000	FY23/24 O&M Budget	Reserve Advisors	Allyson Holland (District)	Received draft reserve study late May 2024. Staff is reviewing and will provide comments for consideration.

**To:** Board of Supervisors  
**Via:** Allyson Holland, P.E., District Manager  
**From:** Todd Wodraska, President, Special District Services, Inc.  
**Date:** August 30, 2024

**Board Meeting Date:** September 10, 2024

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**SUBJECT**

Amended and Restated Contract between AMSCD and Special District Services, Inc. to provide Management and Operations staff and services to the AMSCD.

**STAFF RECOMMENDATION**

Board of Supervisors to approved the Amended and Restated Contract between AMSCD and Special District Services, Inc. to provide Management and Operations staff and services to the AMSCD, effective June 3, 2024.

**GENERAL INFORMATION**

The AMSCD and SDS entered into an Amended and Restated Agreement in 2023 to reflect the hiring of an operations team led by Sal D'Angelo as the Director of Operations, an Operations Manager, Donny Diaz and a team of up to three Operations Technicians to maintain the works of the AMSCD. The agreement also called for an increase in the administrative fee SDS charges for general management.

With Sal D'Angelo announcing his departure effective August 2, 2024, the staff moved forward with a plan that would call for SDS to hire a full-time, on-site District Manager in Allyson Holland who started June 3, 2024. Donny Diaz remains as the Operations Manager and there is currently a full compliment of Operations team members.

This new Amended and Restated Agreement includes increases for the full time District Manager's salary and benefits to \$280,000, reduces the administrative fee SDS charges from \$108,000 to \$70,000. This agreement also reduces the Salaries and benefits for the Operations team from \$600,000 to \$440,000 (proposed budget amount is \$462,000) to reflect the elimination of the Director of Operations position.

**DISTRICT LEGAL COUNSEL REVIEW**

District Attorney and insurance agent have signed off on the contract.

**FUNDING REVIEW**

Funding is within the budgeted amounts in the FY24/25 Proposed Budget that was approved by the Board in July 2024.

Attachments



## AMENDED AND RESTATED AGREEMENT FOR DISTRICT MANAGEMENT & OPERATIONS SERVICES

This Amended and Restated Agreement For District Management and Operations is made and entered effective this \_\_\_\_ day of \_\_\_\_\_, 2024 between Ave Maria Stewardship Community District (hereinafter referred to as “**District**”) located in Collier County, Florida (hereinafter referred to as the **County**) and Special District Services, Inc. (hereinafter referred to as “**SDS**” or “**District Manager**”).

**WHEREAS**, the primary objective of this Agreement is for **SDS** to provide management, operations and consulting services to the **District** acting as the appointed **District Manager** and agent of the District as mandated by Chapter 2004-461, *Laws of Florida, as may be amended from time to time (the “Act”)* and as referenced in Florida Statute § 768.28(9)(a) (and in Florida Statute § 768.28(5), if it is determined by a court of appropriate jurisdiction that § 768.28(9)(a) would not be applicable to SDS’ status under this Agreement; and

**WHEREAS**, **District** proposes to continue to engage **SDS** to perform the tasks identified herein; and,

**WHEREAS**, **District** has previously engaged and hereby continues to engage **SDS**, as **District Manager** to perform the services management tasks identified in the Agreement for Management Services Between District and SDS dated April 1, 2008 (the “April 1, 2008 Agreement”); and

**WHEREAS**, **District** and **SDS** previously made certain amendments and modifications to the terms and provisions of the April 1, 2008 Agreement to update, modify and restate the services to be rendered by **SDS** to **District** and the compensation to be paid by **District** to **SDS** for such services rendered under this Agreement (the “July 11, 2023 Agreement”); and

**WHEREAS**, **District** and **SDS** desire to make further amendments and modifications to the terms and provisions of the July 11, 2023 Agreement to update, modify and restate the services to be rendered by **SDS** to **District** and the compensation to be paid by **District** to **SDS** for such services rendered under this Agreement; and

**WHEREAS**, **SDS** is capable of providing the necessary services.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, it is agreed as follows:

### **SECTION I — RECITALS**

The recitals set forth hereinabove are true and correct and incorporated herein by reference.

### **SECTION II — PRIOR AGREEMENT**

Upon execution of this Agreement, the July 11, 2023 Agreement is deemed amended and restated in its entirety as of the effective date of the execution hereof and is replaced, in full, by the terms and provisions of this Amended and Restated Agreement for Services Management.

### **SECTION III — MANAGEMENT SERVICES**

#### ***A. SCOPE OF SERVICES — MANAGEMENT***

**SDS** shall provide District Manager Services as set forth in “Exhibit A” to this Agreement. Any material changes in or additions to the scope of services described in “Exhibit A” shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by **SDS** which are not specifically referenced in the scope of services set forth in “Exhibit A” of this Agreement shall be completed as agreed in writing in advance between the **District** and **SDS**. Upon request of **District**, **SDS** or an affiliate of **SDS**, may agree to additional services to be provided by **SDS** or an affiliate of **SDS**, by a separate written amendment or agreement between the **District** and **SDS** or its respective affiliate. Such additional services shall be deemed rendered under the terms and provisions of this Agreement unless otherwise specifically agreed in a separate written agreement.

#### ***B. SCOPE OF SERVICES – OPERATIONS SERVICES***

**SDS** shall provide operations services as set forth in “Exhibit B” to this Agreement (the “Operations Services”). Any material changes in or additions to the scope of services described in “Exhibit B” shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by **SDS** which are not specifically referenced in the scope of services set forth in “Exhibit B” of this Agreement shall be completed as agreed in writing in advance between the **District** and **SDS**. Upon request of **District**, **SDS** or an affiliate of **SDS**, may agree to additional services to be provided by **SDS** or an affiliate of **SDS**, by a separate agreement between the **District** and **SDS** or its respective affiliate.

**C.** All such services, including additional services, set forth above in Sections A and B, or otherwise, including those set forth in the attached Exhibits, shall be rendered pursuant to the provisions of § 768.28(9)(a) and Florida Statute § 768.28(5), if deemed applicable by a court having jurisdiction thereof.

### **SECTION IV — COMPENSATION**

#### ***A. MANAGEMENT SERVICES***

For the services provided under this Agreement, **SDS**'s professional fees shall be paid as provided in “Exhibit C” to this Agreement and **District** shall pay expenses and fees as provided below.

##### **1. Reimbursable Expenses**

In addition to fees for services, **SDS** will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, mail, and

other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by **SDS** only as authorized by the **District's** approved budget. Documentation of such expenses will be provided to the **District** upon request.

## **2. Other Services**

Any services which are not included in the scope of services set forth in "Exhibit A" of this Agreement will be subject to separate, mutually acceptable fee structures and evidenced in advance in a written amendment or addendum to this Agreement.

### ***B. OPERATIONS SERVICES***

**Task 1.** **SDS** shall interview prospective candidates for the Operations Services staff and shall hire, train and retain the Operations team comprised of an Operations Manager and three Operations Technicians (the "Operations Services Staff"). Upon any such employment by **SDS**, **District** shall pay **SDS** for such services in accordance with the attached "Exhibit D". In the event of a vacancy of any of the positions comprising the Operations Services Staff, the District shall deduct from its compensation a prorated amount based on number of days in such month such position was vacant based upon such position's salary. For purposes of any such prorated calculation of payment, **SDS** shall inform the District of such position's current salary and upon request provide evidence of same in the form of redacted pay information or alternate records, in no such event shall annual compensation to **SDS** for any Operations Services exceed the total amount identified in **Exhibit D** for the initial twelve months of this Agreement, unless otherwise specifically agreed, in writing.

In addition to compensation for **Operations Services** of the **District** as set forth in "Exhibit D", **SDS** shall be reimbursed for **out-of-pocket expenses** incurred in the performance of the services defined herein (i.e. photocopies, postage, mileage, etc.). **SDS** will submit monthly invoices to **District** for work performed under the terms of this Agreement. Payment shall become due and payable within fifteen (15) days of receipt. Compensation for additional services shall be in accordance with the terms mutually agreed to by the parties.

NOTE: There will likely be other costs associated with the management of the **District** such as the engineer's reports, financial advisory fees, legal fees and legal advertising, etc. These functions will be performed by third parties and are not a part of this agreement. **SDS** shall not be responsible for services rendered by such independent contractors.

- C.** All such services, as set forth above in Sections A and B, or otherwise, or in the attached Exhibits shall be rendered pursuant to the provisions of § 768.28(9)(a) and, if deemed applicable, Florida Statute § 768.28(5).

## **SECTION V — DOCUMENTS**

All documents, maps, drawings, data and worksheets prepared by **SDS** under this Agreement shall be the property of the **District**, upon payment in full of all fees and costs.

### **SECTION VI-INSURANCE**

**SDS** and **District** shall maintain insurance coverage with policy limits not less than as stated in Exhibit E attached hereto and made a part hereof.

Except with respect to Professional Liability and Workers' Compensation insurance policies, the **District** and its officers, supervisors, staff, and employees shall be listed as additional insured on each insurance policy described above. None of the policies listed in Exhibit E may be canceled during the term of this Agreement (or otherwise cause the **District** to not be named as an additional insured where applicable) without thirty (30) days written notice to the **District**. **SDS** will furnish the **District** with Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

If **SDS** fails to secure or maintain the required insurance, the **District** has the right (without any obligation to do so) to secure such required insurance, in which event **SDS** shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the **District's** obtaining the required insurance.

### **SECTION VII – TERM OF AGREEMENT**

This Agreement shall be continuous beginning with the date the Agreement is signed. Termination of the Agreement shall be available to each party with written notice to be given by either party at least sixty (60) days in advance of the intent to terminate. If termination is by the **District** and not for cause, **District** will pay **SDS** through the end of the sixty (60) day termination notice period, plus an additional thirty (30) days, in addition to any other fees or costs due hereunder, subject to any claims or off-sets the **District** may have against **SDS**.

If termination is by the **District** and for cause, ("For Cause Termination") this Agreement will terminate immediately without advance written notice. For Cause Termination shall be defined, for purposes of this Agreement, as the breach of any material term of this Agreement. If **District** exercises For Cause Termination **District** shall pay **SDS** for services rendered through date of termination, subject to any claims or off-sets the **District** may have against **SDS**. For the purposes of this Agreement, the term "FOR CAUSE TERMINATION" shall be deemed to mean the termination of this Agreement as a result of **SDS'** material breach of this Agreement after having received written notice and an opportunity to cure any such breach, prior to any such termination of this Agreement.

**SDS** will make all reasonable efforts to provide for an orderly transfer of the books and records of the **District** to the **District** or its designee.

### **SECTION VIII —AMENDMENTS/ASSIGNMENTS**

This Agreement represents the entire understanding between the parties.

This Agreement is non-transferable and non-assignable without the express written consent of both parties.

This Agreement may be amended only by a written addendum, addenda or amendment agreed to by both parties.

This Agreement may be executed in counterparts, all of which together shall constitute one Agreement,

This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.

### **SECTION IX– INDEMNIFICATION**

**SDS** will defend, indemnify, hold harmless the **District** and its supervisors, officers, staff and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorneys' fees, that the **District** may hereafter incur, become responsible for, or be caused to pay out, provided, however, and notwithstanding the foregoing provision, this indemnification provision is specifically limited to those matters arising out of or relating to **SDS**'s willful and intentional failure to perform under this Agreement or at law, or grossly negligent, reckless, and/or intentionally wrongful acts or omissions of **SDS**. **SDS**'s payment obligations under this provision are limited to **SDS**'s apportionment of liability. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the **District** may be entitled and shall continue after **SDS** has ceased to be engaged under this Agreement. Additionally, in accordance with Resolution 2004-05, enacted by the **District**, **SDS** as the legally appointed District Manager, general manager and agent of the **District**, shall be entitled to the benefits, support and protections of, and shall be subject to the terms and provisions of, Resolution 2004-05 of the Ave Maria Stewardship Community District upon execution of this Agreement by all parties and upon vote of approval of this Agreement by a majority of the Board of Supervisors of the **District**. However, this Section shall be deemed to be in addition to, and not in replacement of, **SDS**' rights, privileges and immunities under Florida Statutes §768.28, and including subparagraphs (5), if applicable, and (9)(a) thereof, as an agent of the **District**.

### **SECTION X – COMPLIANCE WITH GOVERNMENTAL REGULATIONS**

In performing its obligations under this Agreement, **SDS** shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If **SDS** fails to notify the **District** in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement, or any action of **SDS** or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirement applicable to provision of services, or fails to comply with any requirement of such agency, or to have commenced a good faith, diligent effort to comply, within five (5) days after receipt of any such notice, order, request to comply notice, or report of a

violation of an alleged violation, the **District** may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

### **SECTION XI – COMPLIANCE WITH PUBLIC RECORDS LAWS**

**SDS** understands and agrees that all documents of any kind provided to the **District** in connection with this Agreement may be public records, and, accordingly, **SDS** agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. **SDS** acknowledges that the designated public records custodian for the **District** is Todd Wodraska (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the **SDS** shall 1) keep and maintain public records required by the **District** to perform the service; 2) upon request by the Public Records Custodian, provide the **District** with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the **SDS** does not transfer the records to the Public Records Custodian of the **District**; and 4) upon completion of the contract, transfer to the **District**, at no cost, all public records in **SDS**’ s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the **SDS**, **SDS** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the **District** in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF SDS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922, TWODRASKA@SDSINC.ORG, AND 2501 BURNS ROAD, SUITE A, PALM BEACH GARDENS, FLORIDA 33410.**

### **SECTION XII- LIMITS OF LIABILITY**

Nothing contained herein, or otherwise arising out of **SDS**’ performance of its duties under this Agreement, shall be deemed as a waiver of immunity or limits of liability of the **District** or of **SDS**, when acting as an agent of the **District**, beyond any statutory limited waiver of immunity or limits of liability contained in section 768.28, Florida Statutes, or other applicable 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 as codified by Florida Statutes and Florida appellate court decisions or otherwise by operation of law.

### **SECTION XIII – SCRUTINIZED COMPANIES STATEMENT.**

**SDS** certifies that it is not in violation of section 287.135, Florida Statutes, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in the Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If **SDS** is found to have submitted a false statement, has been placed

on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

#### **SECTION XIV – E-VERIFY REQUIREMENTS.**

SDS shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, SDS shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the SDS has knowingly violated Section 448.091, Florida Statutes. If the SDS anticipates entering into agreements with a subcontractor for the Services, SDS will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. SDS shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but SDS has otherwise complied with its obligations hereunder, the District shall promptly notify SDS. SDS agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, SDS or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, SDS represents that no public employer has terminated a contract with SDS under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

#### **SECTION XV – SEVERABILITY**

In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a court of competent jurisdiction, such unenforceability or invalidity of the particular provision shall not affect the enforceability or validity of the remaining provisions of the Agreement, which shall remain in full force and effect.

**SECTION XVI- MISCELLANEOUS**

If either party to this Agreement shall institute any suit or legal action to enforce any of the terms or conditions of this Agreement, the substantially prevailing party shall be entitled to recover all costs incurred, including but not limited to reasonable attorney's fees, paralegal fees and expert witness fees and cost for all matters related to such litigation, and any appeal thereto. Venue for any action arising out of this Agreement shall lie in Collier County, Florida.

The **District** acknowledges and agrees that **SDS** is an officer, to wit: the legally appointed District Manager and general manager of the **District** and is not an attorney and may not render legal advice or opinions, nor a financial advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board and is not engaged to give advice with respect to the issuance of bonds or municipal financial products.

Time is of the essence as to this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**AVE MARIA STEWARDSHIP  
COMMUNITY DISTRICT**

**SPECIAL DISTRICT SERVICES,  
INC.**

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

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

\_\_\_\_\_  
Printed Name and Title          Date

Todd Wodraska, President  
\_\_\_\_\_  
Printed Name and Title          Date

**“Exhibit A”**

**SCOPE OF SERVICES**  
**General Management Services**

**SDS** will serve as the legally mandated and appointed District Manager and agent of the District as defined and as set forth in Chapter 2004-461, Laws of Florida, as may be amended from time to time, (the “Act”) and **SDS** shall continue to be an agent of the **District** as contemplated by Section 768.28 (5), if deemed applicable, and (9)(a), Florida Statutes, and as general manager to the **District** and an officer of the **District** and will provide those services necessary for the management and operation of the **District** including, but not limited to, preparation of agendas, legal advertisements, minutes of meetings; preparation and maintenance of mandated **District** website (in accordance with section 189.069, Florida Statutes), including ADA compliance monitoring, communications and coordination with other governmental agencies and **District** professionals, general supervision; and day to day management of the operations of the **District** in accordance with the provisions of Chapters 119 and 189, Florida Statutes, and the Act.

**SDS** will assist the **District** in the selection of professionals and contractors or, if directed by the **District**, **SDS**, as an officer and general manager of the **District** will retain such professionals for the **District** in accordance with terms mutually agreed to by the parties.

**SDS**, as general manager of the **District**, will provide general consulting services to **District** on a continuing basis. Consulting services include, but are not limited to, budgeting, public bidding and competitive negotiation requirements for public works projects, policies and procedures, staffing and personnel requirements, and such other special district services that will need to be addressed in the immediate and long term future.

**Accounting & Finance Services**

**SDS** will maintain the **District** books, accounts, records, purchasing procedures and financial reporting procedures, governmental accounting and chart of account requirements, process all accounts payable/receivable and prepare financial reports in accordance with District policies and rules and Florida law.

**SDS** shall define and implement an integrated management reporting system which will allow the **District** to represent fairly and with full disclosure the financial position of the **District**. Furthermore, **SDS** will adhere to the Prompt Payment Act as it pertains to processing invoices of the vendors and contractors providing services to the **District**. Monthly financial statements will be provided in addition to a year-end audited financial statement to be prepared by a certified public accounting firm selected by the **District**. These services will be coordinated with the **District’s** auditors to assure a smooth and efficient audit of the **District’s** books.

**SDS** shall prepare and submit to the **District’s** Board of Supervisors a proposed annual budget and administer the adopted budget of the **District** in accordance with the Laws of the **District** and Florida Statutes.

**SDS** will prepare the annual assessment roll for the submittal to the **County** following adoption by the **District**. **SDS** will be responsible for any billing to developers for “off-roll” assessments.

**Issuance of Debt (Bonds) Related Services**

**SDS** will assist the **District** in the structuring or restructuring of bond issue(s) as necessary and agreed to by the **District**. Services include, but are not limited to, assistance in the preparation of the Schedule of Events, the financing plan, the Official Statement and other financing documents. A representative of **SDS** will be available to testify as an expert witness at any bond validation or other legal proceeding.

**“Exhibit B”**

**SCOPE OF SERVICES**  
**Operations Services**

- A. *Field Operations Management.*** SDS shall provide the **District** with field operations management services for the **District’s** systems, facilities and infrastructure including but not limited to, lake systems, landscaping, street lighting, signage, roads, sidewalks, monuments, wells, pumps, and master irrigation utility system (the “**Improvements**”) located on property owned by the District (the “**District Property**”). SDS shall be responsible for, and authorized to perform on behalf of the **District**, general oversight and management of the **Improvements**, which shall include:
- i.** Coordination and oversight of maintenance services for the **Improvements** (“**Maintenance Services**”), :
    - i.** Causing routine repair work or normal maintenance to be made to the **District Property** as may be required for the operation of the **District Property**, or as required under applicable government permits. Routine maintenance and repairs shall not include repairs to the **District Improvements** that significantly affect the structural integrity of the **District Improvements**.
    - ii.** Roadway maintenance and repair, including but not limited to pavement, curb and gutter, sidewalk, signage and markings within platted roadway tracts and common areas.
    - iii.** Primary irrigation facilities maintenance and repair, including but not limited to, irrigation mains, gate valves, air release valves, services, other appurtenances with platted tracts and common areas. This does not include irrigation facilities downstream of the irrigation meters on residential lots.
    - iv.** Primary drainage facilities maintenance and repair, including but not limited to, drainage lines, throat inlets, catch basins, junction boxes, headwalls, end walls, and control structures within platted drainage easements. This does not include any secondary drainage facilities located at the rear of residential lots.
    - v.** Landscaping maintenance and repair, including but not limited to, moving, trimming, and pruning of vegetation within platted roadway tracts and common areas.
    - vi.** Lake maintenance and repair, including but not limited to, aquatic weed control, littoral plantings, rip rap, fountains and lake slopes within platted lake maintenance easements.
  - ii.** Coordination with third party independent contractors to determine that all **Maintenance Services** for the **Improvements** are in compliance with contract specifications; provided, however, SDS shall not have legal liability for the performance, or failure to perform, on the part of third party

- independent contractor service provider, in conjunction with SDS' services and responsibilities under this Agreement.
- iii. Interface with third party independent contractors regarding deficiencies in service or need for additional services, billings/payments, and approval of certain invoices;
  - iv. Obtaining proposals for Maintenance Services as requested by the **District** and providing them to the District Manager;
- B. License.** This Agreement grants to **SDS** the right to enter and use the **District** Property for the purposes and uses described in this Agreement, and **SDS** hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement.
- C. Inspection.** **SDS** shall conduct periodic inspections of all District Property. In the event **SDS** discovers any irregularities of, or needs of repair to, the District Property, **SDS** shall promptly correct, or cause to be corrected, any such irregularities or repairs.
- D. Notification of Emergency Repairs.** **SDS** shall immediately notify the District Engineer and Ave Maria Development concerning the need for emergency repairs of which **SDS** is aware when such repairs are necessary for the preservation and safety of persons and/or property.
- E. Care of the Property.** **SDS** shall use commercially reasonable efforts to protect the District Property from damage by SDS, its employees or contractors. **SDS** agrees to promptly repair any damage to the District Property resulting from **SDS's** activities and work and to notify the **District** of the occurrence of such damage caused by **SDS's** activities within forty-eight (48) hours.

**“Exhibit C”**

**COMPENSATION  
Management Services**

<b>Ave Maria Stewardship Community District</b>	<b>Annual Fee</b>
Salaries and Benefits	\$280,000
Administrative Management/Finance	\$70,000
Assessment Roll	\$25,000
Website & Emails	\$2,500
<b>Additional Services</b>	<b>Cost of Issuance of Debt (per series)</b>
District Management	\$20,000

*Note: The fees outlined above may be increased or otherwise amended annually as reflected in the adopted budget for the District. New fees will become effective on October 1 of the applicable fiscal year.*

**“Exhibit D”**

**COMPENSATION  
Operations Services**

Ave Maria Stewardship Community District	Annual Fee
Salaries*	\$275,000
Benefits, Equipment, Overhead	\$165,000
Total	\$440,000

\*Salaries contemplate four full-time **SDS** employees dedicated to the **District** full-time:

1. Operations Manager
2. Operations Technician
3. Operations Technician
4. Operations Technician

*Note: The fees outlined above may be increased or otherwise amended annually as reflected in the adopted budget for the District. New fees will become effective on October 1 of the applicable fiscal year.*

**“Exhibit E”**

**INSURANCE**

- A. The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement.
- B. SDS shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Agreement:
  - 1. Workers’ Compensation Insurance in accordance with the laws of the State of Florida.
  - 2. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
  - 3. Comprehensive Automobile Liability Insurance for all vehicles used by the SDS’ staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
  - 4. Occurrence basis comprehensive general liability insurance (including a broad form contractual coverage) with minimum limits of \$2,000,000.00 respectively, protecting SDS and District from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of the SDS services under this Agreement, from or out of any act or omission of SDS, its officers, directors, agents, and employees.
- C. Except with respect to Professional Liability and Workers’ Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. SDS will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- D. If SDS fails to secure or maintain the required insurance, the District has the right (without any obligation to do so) to secure such required insurance, in which event SDS shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

**The above contractual insurance requirements are not to be construed to be, nor shall they be deemed as an acknowledgement or agreement that SDS, or the District, shall have waived any and all rights to sovereign immunity available under Florida law.**



**To:** Board of Supervisors  
**From:** Allyson Holland, P.E., District Manager  
**Date:** September 3, 2024

**Board Meeting Date:** September 12, 2024

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**SUBJECT**

Consider Approval of Amending and Extending the Contract with Davey Tree Expert Company for Landscape and Irrigation Maintenance Services

**STAFF RECOMMENDATION**

Staff recommends Approval of Extending the Contract with Davey Tree Expert Company for Landscape and Irrigation Maintenance Services in Accordance with Contract Terms and Conditions, Subject to an Amendment for Additional District Roadways Recently Turned Over.

**GENERAL INFORMATION**

At the September 12, 2023 Regular Board Meeting, the Board of Supervisors adopted Resolution No. 2023-19, Awarding Landscape and Maintenance Services Contract to Davey Tree Expert Company (Davey Tree). Section 5 of the executed contract/agreement states: "Work shall commence on October 1, 2023, and end September 30, 2024, unless terminated earlier in accordance with Section 13 (Termination) below. At the end of the term set forth above, the District shall have the option, in its sole and absolute discretion, of extending the agreement for up to four additional one year (12 month) periods."

At the August 6, 2024 Regular Board Meeting, staff discussed the contract extension and amendment with the Board of Supervisors. Staff recommended extending the agreement with Davey Tree for another year commencing October 1, 2024, and ending September 30, 2025. The Board of Supervisors unanimously agreed that they would consider approving the contact extension at the September Board Meeting. Davey Tree has been on property for more than eight (8) years and over that time, they have provided quality work and have proved they are capable of properly staffing/responding to day-to-day operations and also at times of inclement weather situations. Staff believes Davey Tree will continue to provide continuity of service in all facets of landscape and irrigation maintenance to ensure the community's expectations to service levels are maintained.

A portion of Massa Way was recently turned over to the Ave Maria Stewardship Community District, including landscape and irrigation maintenance, which is not a part of the existing Davey Tree contract. Davey Tree provided an annual cost of \$31,829.00 to provide service to this area. This cost is consistent with the existing contract for the required services on Massa Way.

The contractual cost for the first annual renewal is \$729,793.00 which was included in the proposed Operations and Maintenance Budget (Landscape Maintenance Contracts) that was prepared and approved prior to turning Massa Way over to the District. The Developer has agreed to fund the \$31,829.00 amendment to the contract extension.

**PROCUREMENT REVIEW**

Not applicable

**DISTRICT LEGAL COUNSEL REVIEW**

The District Legal Counsel has reviewed and approved the attached contract for legal form and sufficiency.

**FUNDING REVIEW**

The first annual renewal cost of \$729,793.00 is included in the proposed FY 2024-2025 Operations & Maintenance Budget. The Developer has agreed to fund the \$31,829.00 amendment for Massa Way.

Attachments

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

           **This First Amendment** (the “First Amendment”) is made and entered into as of this day of September, 2024, by and between:

**Ave Maria Stewardship Community District**, a local unit of special-purpose government established pursuant to Chapter 2004-461, Laws of Florida, as amended, being situated in Collier County, Florida, and having offices at 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”), and

**The Davey Tree Expert Company**, an Ohio Corporation, whose address is 1500 North Mantua Street, Kent Ohio 44240 (the “Contractor” and together with the District, the “Parties”).

**RECITALS**

**WHEREAS**, the District and the Contractor entered into that *Landscape and Irrigation Maintenance Services Agreement* (the “Agreement”), dated October 1, 2023; and

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

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

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

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

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

**SECTION 2.** Pursuant to Section 20 of the Agreement, the Agreement is hereby amended as follows:

- A.** The term of the Agreement is hereby renewed in accordance with Contractor’s proposal attached to the Agreement as **Exhibit B**, with a term from October 1, 2024 through September 30, 2025, (the “First Annual Renewal”) unless terminated earlier in accordance with the provisions of the Agreement. As compensation for the First Annual Renewal Services, the District agrees to pay Contractor the sum of amount of Seven Hundred Twenty-Nine Thousand and Seven Hundred Ninety-Three Dollars and No Cents (\$729,793.00). Such payment shall be due and payable in accordance with the terms of the Agreement.
- B.** The scope of services shall be revised pursuant to Contractor’s proposal for the addition of services (“Additional Services”) as further described in **Exhibit A** attached hereto. As compensation for the Additional Services the District agrees to pay Contractor an additional amount of Thirty-One Thousand Eight Hundred Twenty-Nine Dollars and No Cents (\$31,829.00) per year. Such payment shall be due and payable in accordance with the terms of the Agreement.

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

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

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

Attest:

**AVE MARIA STEWARDSHIP COMMUNITY  
DISTRICT**

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

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

ATTEST:

**THE DAVEY TREE EXPERT COMPANY**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A:** Proposal

Exhibit A

Proposal

## Massa Way Proposal

Having carefully examined the specifications, and agreement for services and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials, and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

**Total General Weekly Servies (mowing, edging & trimming, prunin, weed control, guying, soil testing)**

**\$ 27,281.00 Yr. Includes:**

**\$27,281.00    Massa Way**

**Fertilization (All labor and materials)**

**\$3,525 Yr.**

**Month of Fertilization:**

**January**

**March**

**May**

**July**

**September**

**November**

**Irrigation**

**\$1023 Yr.**

**Inspections will be done monthly**

**The total price of service for Massa Way**

**\$31,829 Yr.**

## Exhibit B Contractor's Proposal

Having carefully examined the specifications, agreement for services and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

**PART 1**

**Total General Weekly Services (mowing, edging & trimming, pruning, weed control, stakes and guying, soil testing)**  
\$ 558,794.00                      Yr. Includes:

\$ 242,221.00	Ave Maria Blvd.
\$ 103,494.00	Pope John Paul II
\$ 85,231.00	Anthem Pkwy
\$ 24,351.00	Ave Maria Park of Commerce
\$ 24,351.00	Town Center
\$ 58,700.00	Lakes Park
\$ 20,446.00	Oil Well Berm

- Storm Cleanup \$      /hr. \*\*Please see attached Exhibit M for Storm Agreement
  - |          |           |
|----------|-----------|
| Hardwood | Pinestraw |
|----------|-----------|
  - Mulching \$ 57 per yard \$ 32 per yard
  - Annuals \$ 2.55-\$3.30 per annual
  - Freeze Protection (description of ability) Supply labor and material to cover plants that are susceptible to freeze damage. Approximately 35 employees in the area that are available to cover the plants if needed.
  - ---
  - Please provide your charge associated with trash removal as detailed in Part 1 (7) \$ 52.00 (this one should be included in your general landscape bid price but the District wants an estimate for this portion and reserves the right to remove it from the bid price)  
\$ 52.00 /application
  - Hand Watering  

\$ <u>52.00</u> /hr. for employee with hand-held hose
\$ <u>60.00</u> /hr. for water truck/tanker
- These prices are informational only and NOT to be included in General Landscape Maintenance Cost**

**PART 2**

**Fertilization (All labor and materials)**

\$ 70,000.00 Yr.

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

Floratan turf area				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Jan	20-0-10 w/ Atrazine	1	7,500	\$6,166.00
Mar & Nov	18-0-8 w/ Dimension	1	7,500	\$6,166.00 (x2)
May	13-2-13 w/ .069% Talstar	1	7,500	\$6,166.00
July & Sept	Talstar 1oz plus Micro-Mix	0	200	\$6,166.00 (x2)

Zoysia turf areas				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Jan & Nov	Heritage	0	3	\$600.00 (x2)
Mar & Oct	18-0-18 w/ Dimension	1	150	\$600.00 (x2)
May	Talstar plus Micro-Mix	0	3	\$600.00
July	0-0-50 (plus Micro-Mix if needed)	1	150	\$600.00

Trees, shrubs & ground cover				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
January	0-0-24 KSF	0	3,500	\$2,400.00
March	0-0-24 no KSF	0	3,500	\$2,400.00
May	13-3-3 Poly Plus	1	3,500	\$2,400.00
July	0-0-24 no KSF	0	3,500	\$2,400.00
September	0-0-24 no KSF	0	3,500	\$2,400.00

November	15-0-15	1	3,500	\$2,400.00

Palms				
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12 w/ Micro	5	1,900	\$5,000.00
July	8-2-12 w/ Micro	5	1,900	\$5,000.00
September	8-2-12 w/ Micro	5	1,900	\$5,000.00

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

**PART 3**

**Pest, Imported Pest, Insect & Disease Control (All labor and materials) \$ 35,000.00 Yr.**  
(if entire pesticide allowance is required) \*

\* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

The District reserves the right to subcontract out any and all OTC Injection events.

**PART 4**

**Irrigation** (All labor and materials)  
Irrigation will be serviced *monthly*

\$ 44,106.00 /Yr.

- The monitoring, cleaning, and adjustment of all irrigation system components on the property are to be included.
- The proposal will state that the Contractor will perform the following services once each month, twelve times per year, for the duration of the contract and will include the following language.
  - ✓ Activate each zone of the existing system.
  - ✓ Visually check for and report any damaged heads or ones needing repair.
  - ✓ Clean or adjust any heads not functioning properly.
  - ✓ Report any valve or valve box that may be damaged in any way.
  - ✓ Leave areas in which repairs or adjustments are made free of debris.
  - ✓ Adjust controller to the watering needs as dictated by weather conditions.
  - ✓ Repairs that become necessary, that are over and above routine maintenance will be done on a time and material basis. Service calls required between scheduled visits will be billed on a time and material basis.
  - ✓ In order to expedite minor repairs, Contractor is authorized to perform \$300.00 worth of repairs without prior approval.
  - ✓ Any repairs which will exceed the above authorized amount, must have written approval
  - ✓ Prior to the commencement of any work. Written estimates will be provided for approval

Freeze Protection (description of ability) We can rent a compressor and blow water out from piping if needed.  
We have 11 irrigation techs in Tampa that will assist with labor if needed.

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**\$ 85 hr /application (do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ 120 /hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

\*\*See attached Exhibit N for Irrigation Pricing List.

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**GRAND TOTAL (PARTS 1, 2, 3, & 4) - This is what contract will be written for)**

\$ 707,900.00 /Yr.

FIRST ANNUAL RENEWAL \$ 729,793.00 /Yr.

SECOND ANNUAL RENEWAL \$ 752,364.00 /Yr.

THIRD ANNUAL RENEWAL \$ 775,633.00 /Yr.

FOURTH ANNUAL RENEWAL \$ 799,622.00 /Yr.

Contractor/Firm Name The Davey Tree Expert Company

Firm Address 1500 N. Mantua Street

City/State/Zip Kent, Ohio 44240

Phone Number (330)673-9511 Fax Number (330)673-0702

Name and Title of Representative Jason Bassler, Regional Manager  
(Please Print)

**FY 2025 DEVELOPER CONTRIBUTION AND DEFICIT FUNDING AGREEMENT**

**THIS FY 2025 DEVELOPER CONTRIBUTION AND DEFICIT FUNDING AGREEMENT (“Agreement”)** is made and entered into to be effective the \_\_\_\_ day of \_\_\_\_\_ 2024, by and between:

**Ave Maria Stewardship Community District**, a local unit of special-purpose government established pursuant to Chapter 2004-461, Laws of Florida, (the “Act”) and located in Collier County, Florida (“**District**”), and

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

**RECITALS**

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

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

**WHEREAS**, the Board of Supervisors (“**Board**”) of the District has adopted the District’s operations and maintenance budget (“**O&M Budget**”) for the fiscal year ending September 30, 2025 (“**FY 2025**”) and has levied special assessments (“**O&M Assessments**”) to fund a portion of the O&M Budget a copy of which is attached hereto and made a part hereof as Exhibit A; and

**WHEREAS**, the Board has adopted the Ave Maria Master Irrigation Utility budget (“**Utility Budget**”) for FY 2025 a copy of which is attached hereto and made a part hereof as Exhibit B; and

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

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

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

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

2. **FUNDING OBLIGATION.**

**(a) O&M Budget.** The Developer agrees to make available to the District the monies necessary to fund any O&M Deficit for FY 2025, as detailed in the O&M Budget, within thirty (30) days of written

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

**(b) Utility Budget.** The Developer agrees to make available to the District the monies necessary to fund any developer contributions for FY 2025, as detailed in the Utility Budget. Further, the Developer agrees to fund any utility funding deficit for actual expenses of the District. Developer agrees to provide such developer contributions and funding deficit within thirty (30) days of written request by the District. The funds shall be placed in the District's general checking account and used to fund the actual administrative and operations expenses of the District's Utility Budget. The District shall have no obligation to reimburse the Developer for any monies paid under this Agreement.

3. **AMENDMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

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

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

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

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

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

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

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

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

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

**AVE MARIA DEVELOPMENT, LLLP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**EXHIBIT A**  
O&M Budget with Assessment Schedule

**EXHIBIT B**  
Utility Budget

**To:** Board of Supervisors

**From:** Allyson Holland, P.E., District Manager

**Date:** August 30, 2024

**Board Meeting Date:** September 10, 2024

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**SUBJECT**

Consideration and approval of Fiscal Year 2024/2025 meeting schedule for the Ave Maria Stewardship Community District Board of Supervisors.

**STAFF RECOMMENDATION**

Staff recommends the Board of Supervisors discuss the proposed schedule of the Fiscal Year 2024/2025 Board meetings, and approve a schedule in compliance with the requirements of Rule 1.1 (5) of the District's Rules of Procedure.

**GENERAL INFORMATION**

Annually, the Board of Supervisors considers and approves a meeting schedule for the upcoming fiscal year. Staff has prepared the Board's schedule of meetings to be held generally on the first Tuesday of each month in the Ave Maria Master Association Building. The majority of meetings are held at 9:00 a.m., but for the past few years, one meeting per quarter has been held at 6:00 p.m. to accommodate the classic 9-5 work schedule of members of the public. Please note that staff intends to schedule additional workshops (e.g. budget workshop) which will be noticed in accordance with statutory requirements. Provided below is the proposed twelve-month schedule of meeting dates for Fiscal Year 2024/2025 with notes to explain adjustments.

- October 1, 2024 at 9:00 a.m.
- November 12, 2024 at **6:00 p.m.** at Grand Hall at Del Webb (Landowners' Meeting, second Tuesday due to Election Day on 11/5/24)
- December 3, 2024 at 9:00 a.m.
- January 7, 2025, at 9:00 a.m.
- February 4, 2025 at 9:00 a.m.
- March 4, 2025 at **6:00 p.m.**
- April 1, 2025 at 9:00 a.m.
- May 6, 2025 at 9:00 a.m.
- June 3, 2025 at **6:00 p.m.** (Proposed Budget Meeting)
- July 1, 2025 at 9:00 a.m.
- August 5, 2025 at **6:00 p.m.** (Final Budget Hearing)
- September 9, 2025 at 9:00 a.m. (second Tuesday due to Labor Day)

**DISTRICT LEGAL COUNSEL**

**REVIEW** Not applicable.

**FUNDING REVIEW**

Not applicable.

Attachment

**RESOLUTION NO. 2024-15**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2024/2025 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary for the Ave Maria Stewardship Community District ("District") to establish a regular meeting schedule for fiscal year 2024/2025; and

**WHEREAS**, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2024/2025 which is attached hereto and made a part hereof as Exhibit "A".

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

**Section 1.** The above recitals are hereby adopted.

**Section 2.** The regular meeting schedule, time and location for meetings for fiscal year 2024/2025 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of September, 2024.

**ATTEST:**

**AVE MARIA STEWARDSHIP  
COMMUNITY DISTRICT**

\_\_\_\_\_  
**ASSISTANT SECRETARY**

\_\_\_\_\_  
**CHAIRMAN**

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT  
FISCAL YEAR 2024/2025 REGULAR MEETING SCHEDULE**

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

**October 1, 2024**  
**\*\*November 12, 2024 at 6:00 p.m. at Grand Hall at Del Webb\*\***  
**December 3, 2024**  
**January 7, 2025**  
**February 4, 2025**  
**\*\*March 4, 2025 at 6:00 p.m.\*\***  
**April 1, 2025**  
**May 6, 2025**  
**\*\*June 3, 2025 at 6:00 p.m.\*\***  
**July 1, 2025**  
**\*\*August 5, 2025 at 6:00 p.m.\*\***  
**September 9, 2025**

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

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

Meeting ID: 847 7945 0200

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

Meeting ID: 847 7945 0200

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

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

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.



**To:** Board of Supervisors  
**From:** Allyson Holland, P.E., District Manager  
**Date:** August 30, 2024

**Board Meeting Date:** September 10, 2024

---

**SUBJECT**

Resolution adopting goals, objectives, and performance measures and standards.

**STAFF RECOMMENDATION**

Staff recommends the Board of Supervisors discuss the proposed goals, objectives, and performance measures and standards and approve the Resolution adopting goals, objectives, and performance measures and standards.

**GENERAL INFORMATION**

During their 2024 legislative session, the Florida Legislature adopted House Bill 7013 (HB7013), which among other things, requires all special districts to adopt goals and objectives along with performance measures and standards to determine if a district has met its goals and objectives; this shall be done by October 1, 2024. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved. Staff has identified the following key categories to focus on for Fiscal Year 2024/2025 and develop statutorily compliant goals for each:

- Communication and Community Engagement
- Operation & Maintenance of Infrastructure and Assets
- Financial Transparency and Accountability

Staff has provided a single document that meets both the statutory requirements for goal/objective setting and annual reporting. The proposed goals/objectives and the annual reporting form are attached as Exhibit A to Resolution. Staff recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

**PROCUREMENT REVIEW**

Not applicable

**DISTRICT LEGAL COUNSEL REVIEW**

The District Legal Counsel has reviewed and approved.

**FUNDING REVIEW**

Not applicable

Attachments

## RESOLUTION 2024-16

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; 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*, being situated entirely within Collier County, Florida; and

**WHEREAS**, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, *Laws of Florida* (“HB 7013”) and creating Section 189.0694, *Florida Statutes*; and

**WHEREAS**, pursuant to HB 7013 and Section 189.0694, *Florida Statutes*, beginning October 1, 2024, the District shall establish goals and objectives for the District and create performance measures and standards to evaluate the District’s achievement of those goals and objectives; and

**WHEREAS**, the District Manager has prepared the attached goals, objectives, and performance measures and standards and presented them to the Board of the District; and

**WHEREAS**, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the attached goals, objectives and performance measures and standards.

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

**SECTION 1.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2.** The District Board of Supervisors hereby adopts the goals, objectives and performance measures and standards as provided in **Exhibit A**. The District Manager shall take all actions to comply with Section 189.0694, *Florida Statutes*, and shall prepare an annual report regarding the District’s success or failure in achieving the adopted goals and objectives for consideration by the Board of the District.

**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 10<sup>th</sup> day of September, 2024.

**ATTEST:**

**AVE MARIA STEWARDSHIP COMMUNITY  
DISTRICT**

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

\_\_\_\_\_  
Chairman, Board of Supervisors

**Exhibit A:** Goals, Objectives, and Performance Measures/Standards & Annual Reporting Form

**Exhibit A:**

**Goals, Objectives, and Performance Measures/Standards & Annual Reporting Form**



**Goals, Objectives, and Performance Measures/Standards & Annual Reporting Form  
October 1, 2024 – September 30, 2025**

**1. COMMUNICATION AND COMMUNITY ENGAGEMENT**

<b>Goal 1.1</b>	<b>Access to Records and Documents</b>
<b>Objective</b>	Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly website checks.
<b>Measurement</b>	Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management’s records.
<b>Standard</b>	100% of monthly website checks were completed by District Management
<b>Achieved</b>	<b>YES / NO</b>
<b>Comments</b>	

<b>Goal 1.2</b>	<b>Improve Communication</b>
<b>Objective</b>	Develop strategic messaging and communication materials to support the mission of the District. Inform and educate community members and key stakeholders about the role and responsibilities of the District. Explore options regarding how to best achieve including but not limited to working with a professional marketing & public relations firm.
<b>Measurement</b>	Provide District Overview Power Point Presentation at one or more Board meetings. Provide a minimum of two (2) communication outlets to effectively share information and initiatives.
<b>Standard</b>	Maintain communication outlets.
<b>Achieved</b>	<b>YES / NO</b>
<b>Comments</b>	

**2. OPERATION & MAINTENANCE OF INFRASTRUCTURE AND ASSETS**

<b>Goal 2.1</b>	<b>Operate &amp; Maintain District Infrastructure and Assets</b>
<b>Objective</b>	Insure, Operate, and Maintain District-owned Infrastructure and Assets.
<b>Measurement</b>	Ensure annual renewal of District Insurance Policy(s), ensure contracted services for District operations are in effect, and verify compliance with all required permits.
<b>Standard</b>	District insurance renewed and in force, contracted services in effect, and permits in compliance.
<b>Achieved</b>	<b>YES / NO</b>
<b>Comments</b>	

<b>Goal 2.2</b>	<b>Asset Management Software Integration</b>
<b>Objective</b>	Complete asset management software integration. Onboard select contractors to utilize asset management software for “live” update of District assets.
<b>Measurement</b>	Complete asset management integration. Complete onboarding process for at least one select contractor.
<b>Standard</b>	Utilize asset management software to assist with operating budgets.
<b>Achieved</b>	<b>YES / NO</b>
<b>Comments</b>	

**3. FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

<b>Goal 3.1</b>	<b>Annual budget preparation</b>
<b>Objective</b>	Prepare a budget planning calendar that includes dates for additional agreed upon tasks (e.g. one-on-one meetings, Workshops, etc.). Prepare and approve the proposed annual budget before July 15 and adopt final budget by September 15.
<b>Measurement</b>	Present budget planning calendar to the Board by January meeting date. Proposed budget approved by the Board before July 15 and final budget adopted by September 15 as evidenced by meeting minutes and budget documents listed on District website and/or within district records.
<b>Standard</b>	100% of budget approval and adoption completed by the statutory and Collier County deadlines and posted to the District website.
<b>Achieved</b>	<b>YES / NO</b>
<b>Comments</b>	

<b>Goal 3.2</b>	<b>Reserve Study</b>
<b>Objective</b>	Finalize and approve the final Reserve Study by February 2025. Incorporate plan for funding reserves based upon reserve study.
<b>Measurement</b>	Present final reserve study to Board for approval by February 2025. Incorporate plan for funding reserves for Fiscal Year 2025/2026.
<b>Standard</b>	Reserve study finalized and updated as needed.
<b>Achieved</b>	<b>YES / NO</b>
<b>Comments</b>	

**To:** Board of Supervisors

**From:** Allyson Holland, P.E., District Manager

**Date:** September 6, 2024

**Board Meeting Date:** September 10, 2024

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**SUBJECT**

Ratify executed agreements that were signed by District Manager between meetings.

**STAFF RECOMMENDATION**

Staff recommends the Board of Supervisors ratify the agreements that were executed by the District Manager between Board meetings pursuant to Resolutions 2023-27 and 2024-04.

**GENERAL INFORMATION**

The Board of Supervisors adopted Resolution 2024-04 on May 7, 2024, which among other items, authorized the District Manager to execute contracts between Board meetings for ongoing operation and maintenance activities of the District so long as (1) the current fiscal year adopted budget includes amounts sufficient to provide such scope of work or (2) District Manager has confirmed a developer contribution will be provided in such amount or availability of alternate funds. The Resolution requires any such executed agreements to be included on an upcoming agenda for Board ratification of such actions. Additionally, Resolution 2023-27, adopted by the Board of Supervisors on November 7, 2023, which authorizes the District Manager to execute change orders after review and approval by the District Engineer if such change order is (1) less than or equal to \$200,000.00; (2) included within the original scope of work; and (3) funding, whether through applicable bond series construction account proceeds, developer authorized contribution, or through District budgeted-funds, is available. The Resolution requires Change orders executed by the District Manager be included on the next Board meeting agenda for ratification.

The following contracts and change orders were executed by the District Manager:

1. LCEC Street Lighting Agreement for Anthem Parkway Phase 5A-1.
2. LCEC Street Lighting Agreement for Anthem Parkway Phase 5A-2.
3. LCEC Street Lighting Agreement for Arthrex Commerce Parkway.
4. Change order in the amount of \$28,600 to O'Donnell Landscapes, Inc. for the Massa Way Irrigation Extension project to replace trees and repair irrigation.
5. Change order in the amount of \$193,119.47 to Earth Tech Enterprises, Inc. for the Anthem Parkway Phase 5A project to cover the increase in cost to haul in suitable fill to build the roadway.

The funding source for the projects listed above is Ave Maria Stewardship Community District through 2023 bond funding, developer funding and eventually budgeted operation and maintenance assessments for LCEC electrical changes. The bonds allocated to the Massa Way Irrigation Extension is short by approximately \$230,000. A developer funding agreement will be presented to the Board for approval at the September 10, 2024 meeting regarding Ave Maria Development's provision of funding to complete construction with the reservation of right to reimbursement from future bond series construction proceeds.

### **DISTRICT LEGAL COUNSEL REVIEW**

District Legal Counsel reviewed and approved the documents

### **DISTRICT ENGINEERING REVIEW**

District Engineer review is pending as of 9/6/24.

### **FUNDING REVIEW**

Funding source is 2023 bonds, developer funding, and eventually budgeted operation and maintenance assessments.

Attachments



LCEC Account Number: 5757081758

### Street/Security Lighting Agreement

In accordance with the following terms and conditions, AVE MARIA STEWARDSHIP COMMUNITY DISTRICT (hereinafter called the Customer), located 2501A BURNS RD, PALM BEACH GARDENS FL 33410 at requests on this day of JUNE 3, 2024 from Lee County Electric Cooperative, Inc. (hereinafter called LCEC), a non-profit corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities located in COLLIER County, Florida.

The Light will be installed at ANTHEM PARKWAY PHASE 5A-2 (\* Specific location of light on the said property).

(a) Installation and/or removal of LCEC-owned facilities described as follows:

Lights Installed		Lights Removed	
Fixture Type	# Installed	Fixture Type	# Removed
115W LED / SHOEBOX	54		
M26-BX-115			

Poles Installed		Poles Removed	
Pole Type	# Installed	Pole Type	# Removed
30' CONCRETE	36		

(b) Modification to existing facilities other than described above (explain fully): New Street Lighting Agreement.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

**LCEC AGREES:**

- To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement.

For the purposes of this agreement, LCEC shall charge and collect for electric lighting service on the following bases of availability, application, character of service, monthly rate, power cost adjustment, and tax adjustment.

**Monthly Rate:**

The monthly rate is subject to change.

Energy	Fixture	Pole	Total
\$2.31	\$15.21	\$9.42	\$26.94 per light

**Power Cost Adjustment:**

The amount computed at the above rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the LCEC power cost adjustment clause which is part of this rate schedule.

**Tax Adjustment:**

The amount computed at the above monthly rate as adjusted by the application of the Lee County Electric Cooperative, Inc.'s power cost adjustment clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Lee County Electric Cooperative, Inc.'s tax adjustment clause which is a part of this rate schedule.

**THE CUSTOMER AGREES:**

- Customer is the owner of the real property upon which the requested facility is to be located.
- Customer is the Homeowners Association or the Developer of the property upon which the requested facility is to be located.
- Customer is duly authorized to enter into this Agreement, grant permission for the facility to be located upon the property and agrees to abide by all terms and conditions of this Agreement including payment.
- To pay a connection fee in the amount of \$10,800.00 for the light, along with the Cost in Aid of Construction fee in the amount of \$ TBD prior to LCEC's initiating the requested installation or modification.
- To purchase from LCEC all of the electric energy used for the operation of the Street Lighting System.
- To be responsible for paying, when due, all bills rendered by LCEC pursuant to LCEC's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- If requested by LCEC to provide access, final grading and good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-LCEC underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of LCEC facilities associated with the Street Lighting System.

6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by LCEC to accommodate the street lighting facilities.

**IT IS MUTUALLY AGREED THAT:**

1. Modifications to the facilities provided by LCEC under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of LCEC street lighting facilities is defined as the following:

- a) the addition of street lighting facilities;
- b) the removal of street lighting facilities; and
- c) the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in LCEC's currently effective street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

2. LCEC will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-way or easement. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of LCEC street lighting facilities. Payment shall be made by the Customer in advance of any relocation.

3. LCEC may, at any time; substitute for any luminaries/lamp installed hereunder another luminaries/lamp which shall be of at least equal illuminating capacity and efficiency.

4. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

5. In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to LCEC an amount equal to the original installed cost of the facilities provided by LCEC under this agreement less any salvage value and any depreciation, plus removal costs.

6. LCEC will not be required to install equipment at any location where the service may be objectionable to others. If it is found that the light is objectionable after it is installed, LCEC may at its option terminate the service.

7. The lighting equipment shall remain the property of the LCEC. The customer shall protect the lighting equipment from deliberate damage. The customer shall reimburse the Lee County Electric Cooperative, Inc., for the cost of maintenance which is caused by vandalism

8. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, LCEC may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of LCEC to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by LCEC, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.

9. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance and LCEC shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of LCEC, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its distribution or other electrical equipment.

10. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and LCEC, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by LCEC to third parties.

11. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and LCEC.

12. This Agreement is subject to LCEC's currently effective Tariff on file with Florida Public Service Commission (FPSC), including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC. In the event of any conflict between the terms of this Agreement and the provisions of the LCEC Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

13. Attorney's Fees and Costs. in the event of any dispute regarding the construction or enforcement of the terms of this Agreement, or any other dispute arising from this Agreement, the prevailing party in any resulting litigation shall be entitled to recover from the non-prevailing party, in addition to whatever other relief may be awarded, all legal expenses and attorney's fees incurred by the prevailing party, whether at trial or on appeal.

14. Venue. This Agreement is entered into in Lee County Florida, and any litigation arising out of this Agreement shall be brought in the Court of competent jurisdiction in and for Lee County, Florida

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representative to be effective as of the day and year first written above.

Charges and Terms Accepted:

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

Customer (Print or Type Name or Organization)

Account # 5757081758

By:   
Signature (Authorized Representative)

Andrew Karneris  
(Print or Type Name)

Title: District Manager

LEE COUNTY ELECTRIC COOPERATIVE, INC.

By:   
(Signature)

Paul Steed  
(Print or Type Name)

Title: Key Accounts

Please return with payment or pay online at: [www.LCEC.net](http://www.LCEC.net) and click "PAY NOW"

LCEC

433 N 15<sup>th</sup> St.

Immokalee, FL 34142

Fax: 239-995-4287

You may also submit at LCEC.net using Secure Document upload



LCEC Account Number: 6343512593

### Street/Security Lighting Agreement

In accordance with the following terms and conditions, AVE MARIA STEWARDSHIP COMMUNITY DISTRICT (hereinafter called the Customer), located at c/o Special District Services, Inc. 2501A BURNS RD, PALM BEACH GDNS FL, 33410 requests on this day of August 29, 2024 from Lee County Electric Cooperative, Inc. (hereinafter called LCEC), a non-profit corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities located in Collier County, Florida.

The Light will be installed at ARTHREX COMMERCE DR.

(a) Installation and/or removal of LCEC-owned facilities described as follows:

<u>Lights Installed</u>		<u>Lights Removed</u>	
Fixture Type	# Installed	Fixture Type	# Removed
210W LED	3		

<u>Poles Installed</u>		<u>Poles Removed</u>	
Pole Type	# Installed	Pole Type	# Removed
30' CONCRETE POLE	3		

(b) Modification to existing facilities other than described above (explain fully): New Street Lighting Agreement.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

**LCEC AGREES:**

1. To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement.

For the purposes of this agreement, LCEC shall charge and collect for electric lighting service on the following bases of availability, application, character of service, monthly rate, power cost adjustment, and tax adjustment.

**Monthly Rate:**

The monthly rate is subject to change.

Energy	Fixture	Pole	Total
\$3.83	\$19.49	\$9.42	\$32.74 per light

**Power Cost Adjustment:**

The amount computed at the above rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the LCEC power cost adjustment clause which is part of this rate schedule.

**Tax Adjustment:**

The amount computed at the above monthly rate as adjusted by the application of the Lee County Electric Cooperative, Inc.'s power cost adjustment clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Lee County Electric Cooperative, Inc.'s tax adjustment clause which is a part of this rate schedule.

**THE CUSTOMER AGREES:**

1.

Customer is the owner of the real property upon which the requested facility is to be located. Customer is duly authorized to enter into this Agreement, grant permission for the facility to be located upon the property and agrees to abide by all terms and conditions of this Agreement including payment.

Customer is the Independent Special District, Homeowners Association, or the Developer of the property upon which the requested facility is to be located. Customer is duly authorized to enter into this Agreement, grant permission for the facility to be located upon the property and agrees to abide by all terms and conditions of this Agreement including payment.

2. To pay a connection fee in the amount of \$600.00 for the light, along with the Cost in Aid of Construction fee in the amount of \$ TBD prior to LCEC's initiating the requested installation or modification.

3. To purchase from LCEC all of the electric energy used for the operation of the Street Lighting System.

4. To be responsible for paying, when due, all bills rendered by LCEC pursuant to LCEC's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.

5. If requested by LCEC to provide access, final grading and good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-LCEC underground facilities within or near pole or trench locations, and appropriate plats necessary for

planning the design and completing the construction of LCEC facilities associated with the Street Lighting System.

6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by LCEC to accommodate the street lighting facilities.

**IT IS MUTUALLY AGREED THAT:**

1. Modifications to the facilities provided by LCEC under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of LCEC street lighting facilities is defined as the following:

- a) the addition of street lighting facilities;
- b) the removal of street lighting facilities; and
- c) the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in LCEC's currently effective street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

2. LCEC will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-way or easement. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of LCEC street lighting facilities. Payment shall be made by the Customer in advance of any relocation.

3. LCEC may, at any time; substitute for any luminaries/lamp installed hereunder another luminaries/lamp which shall be of at least equal illuminating capacity and efficiency.

4. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

5. In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to LCEC an amount equal to the original installed cost of the facilities provided by LCEC under this agreement less any salvage value and any depreciation, plus removal costs.

6. LCEC will not be required to install equipment at any location where the service may be objectionable to others. If it is found that the light is objectionable after it is installed, LCEC may at its option terminate the service.

7. The lighting equipment shall remain the property of the LCEC. The customer shall protect the lighting equipment from deliberate damage. The customer shall reimburse the Lee County Electric Cooperative, Inc., for the cost of maintenance which is caused by vandalism

8. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, LCEC may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of LCEC to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by LCEC, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.

9. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance and LCEC shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of LCEC, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its distribution or other electrical equipment.

10. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and LCEC, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by LCEC to third parties.

11. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and LCEC.

12. This Agreement is subject to LCEC's currently effective Tariff on file with Florida Public Service Commission (FPSC), including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC. In the event of any conflict between the terms of this Agreement and the provisions of the LCEC Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

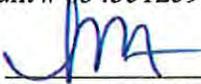
13. Attorney's Fees and Costs. in the event of any dispute regarding the construction or enforcement of the terms of this Agreement, or any other dispute arising from this Agreement, the prevailing party in any resulting litigation shall be entitled to recover from the non-prevailing party, in addition to whatever other relief may be awarded, all legal expenses and attorney's fees incurred by the prevailing party, whether at trial or on appeal.

14. Venue. This Agreement is entered into in Lee County Florida, and any litigation arising out of this Agreement shall be brought in the Court of competent jurisdiction in and for Lee County, Florida

**IN WITNESS WHEREOF**, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representative to be effective as of the day and year first written above.

Charges and Terms Accepted: AVE MARIA STEWARDSHIP COMMUNITY DISTRICT  
Customer (Print or Type Name or Organization)

Account # 6343512593

By:   
Signature (Authorized Representative)

Allyson M. Holland  
(Print or Type Name)

Title: District Manager

**LEE COUNTY ELECTRIC COOPERATIVE, INC.**

By:   
(Signature)

Paul Steed  
(Print or Type Name)

Title: Key Accounts

Please return with payment or pay online at: [www.LCEC.net](http://www.LCEC.net) and click "PAY NOW"

LCEC

433 N 15<sup>th</sup> St.

Immokalee, FL 34142

Fax: 239-995-4287

You may also submit at LCEC.net using Secure Document upload



LCEC Account Number: 8604448786

### Street/Security Lighting Agreement

In accordance with the following terms and conditions, AVE MARIA STEWARDSHIP COMMUNITY DISTRICT (hereinafter called the Customer), located 2501A BURNS RD, PALM BEACH GARDENS FL 33410 at requests on this day of JUNE 3, 2024 from Lee County Electric Cooperative, Inc. (hereinafter called LCEC), a non-profit corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities located in COLLIER County, Florida.

The Light will be installed at AVE MARIA BLVD 5A-1 (\* Specific location of light on the said property).

(a) Installation and/or removal of LCEC-owned facilities described as follows:

<u>Lights Installed</u>		<u>Lights Removed</u>	
Fixture Type	# Installed	Fixture Type	# Removed
140W LED COBRA HEAD	7		
M26-RW-140-10			

<u>Poles Installed</u>		<u>Poles Removed</u>	
Pole Type	# Installed	Pole Type	# Removed
30' CONCRETE	7		

(b) Modification to existing facilities other than described above (explain fully): New Street Lighting Agreement.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

**LCEC AGREES:**

1. To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement.

For the purposes of this agreement, LCEC shall charge and collect for electric lighting service on the following bases of availability, application, character of service, monthly rate, power cost adjustment, and tax adjustment.

**Monthly Rate:**

The monthly rate is subject to change.

Energy	Fixture	Pole	Total
\$2.71	\$14.70	\$9.42	\$26.83 per light

**Power Cost Adjustment:**

The amount computed at the above rate shall be adjusted plus or minus by an amount calculated in accordance with the formula specified in the LCEC power cost adjustment clause which is part of this rate schedule.

**Tax Adjustment:**

The amount computed at the above monthly rate as adjusted by the application of the Lee County Electric Cooperative, Inc.'s power cost adjustment clause shall be subject to taxes, assessments, and surcharges imposed by any governmental authority calculated in accordance with the Lee County Electric Cooperative, Inc.'s tax adjustment clause which is a part of this rate schedule.

**THE CUSTOMER AGREES:**

1.  Customer is the owner of the real property upon which the requested facility is to be located.
- Customer is the Homeowners Association or the Developer of the property upon which the requested facility is to be located.
- Customer is duly authorized to enter into this Agreement, grant permission for the facility to be located upon the property and agrees to abide by all terms and conditions of this Agreement including payment.
2. To pay a connection fee in the amount of \$1,400.00 for the light, along with the Cost in Aid of Construction fee in the amount of \$ TBD prior to LCEC's initiating the requested installation or modification.
3. To purchase from LCEC all of the electric energy used for the operation of the Street Lighting System.
4. To be responsible for paying, when due, all bills rendered by LCEC pursuant to LCEC's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
5. If requested by LCEC to provide access, final grading and good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-LCEC underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of LCEC facilities associated with the Street Lighting System.

6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by LCEC to accommodate the street lighting facilities.

**IT IS MUTUALLY AGREED THAT:**

1. Modifications to the facilities provided by LCEC under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of LCEC street lighting facilities is defined as the following:

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- b) the removal of street lighting facilities; and
- c) the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in LCEC's currently effective street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

2. LCEC will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-way or easement. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of LCEC street lighting facilities. Payment shall be made by the Customer in advance of any relocation.

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7. The lighting equipment shall remain the property of the LCEC. The customer shall protect the lighting equipment from deliberate damage. The customer shall reimburse the Lee County Electric Cooperative, Inc., for the cost of maintenance which is caused by vandalism
8. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, LCEC may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of LCEC to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by LCEC, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
9. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance and LCEC shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of LCEC, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its distribution or other electrical equipment.
10. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and LCEC, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by LCEC to third parties.
11. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and LCEC.
12. This Agreement is subject to LCEC's currently effective Tariff on file with Florida Public Service Commission (FPSC), including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC. In the event of any conflict between the terms of this Agreement and the provisions of the LCEC Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.
13. Attorney's Fees and Costs. in the event of any dispute regarding the construction or enforcement of the terms of this Agreement, or any other dispute arising from this Agreement, the prevailing party in any resulting litigation shall be entitled to recover from the non-prevailing party, in addition to whatever other relief may be awarded, all legal expenses and attorney's fees incurred by the prevailing party, whether at trial or on appeal.
14. Venue. This Agreement is entered into in Lee County Florida, and any litigation arising out of this Agreement shall be brought in the Court of competent jurisdiction in and for Lee County, Florida

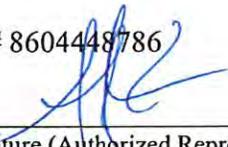
IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representative to be effective as of the day and year first written above.

Charges and Terms Accepted:

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

Customer (Print or Type Name or Organization)

Account # 8604448786

By:   
Signature (Authorized Representative)

Andrew Karmenis  
(Print or Type Name)

Title: District Manager

LEE COUNTY ELECTRIC COOPERATIVE, INC.

By:   
(Signature)

Paul Steed  
(Print or Type Name)

Title: Key Accounts

Please return with payment or pay online at: [www.LCEC.net](http://www.LCEC.net) and click "PAY NOW"

LCEC

433 N 15<sup>th</sup> St.

Immokalee, FL 34142

Fax: 239-995-4287

You may also submit at LCEC.net using Secure Document upload

# Change Order No. 4

Date of Issuance: 9/04/2024 Effective Date: 9/04/2024

Project: Anthem Parkway Phase 5A	Owner: Ave Maria Community District	Owner's Contract No.:
Contract: Earthwork, Paving, Underground Utilities Construction at Anthem Parkway Phase 5A		Date of Contract: 11/17/2023
Contractor: Earth Tech Enterprises, Inc.		Engineer's Project No.: P-AMD-037

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: Increase for cost increase for import fill & additional bond premium.

Earthwork Add: \$190,829.52  
 Bond Premium & Insurance Add: \$2,289.95

Attachments (documents supporting change): ETE proposal dated 9/3/2024

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:  
 \$7,360,163.74  
 [~~Increase~~][~~Decrease~~] from previously approved Change Orders No. NA to No. 3 :

\$596,975.00  
 Contract Price prior to this Change Order:

\$7,957,138.74  
 Increase of this Change Order:  
 \$193,119.47

Contract Price incorporating this Change Order:  
 \$8,150,258.21

**CHANGE IN CONTRACT TIMES:**

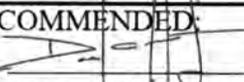
Original \_\_\_\_\_ Calendar days  
 Substantial completion (days or date): 365  
 Ready for final payment (days or date): 60  
 [~~Increase~~][~~Decrease~~] from previously approved Change Orders No. NA to No.     :

Substantial completion (days): NA  
 Ready for final payment (days): NA

Contract Times prior to this Change Order:  
 Substantial completion (days or date): 365  
 Ready for final payment (days or date): 60

[~~Increase~~][~~Decrease~~] of this Change Order:  
 Substantial completion (days or date): No change  
 Ready for final payment (days or date): No change

Contract Times with all approved Change Orders:  
 Substantial completion (days or date): 365  
 Ready for final payment (days or date): 60

~~RECOMMENDED:~~  
 By:   
 Engineer (Authorized)  
 Date: 09/04/2024

ACCEPTED:  
 By: Allyson Holland  
 Owner (Authorized Signature)  
 Date: 09/04/2024

ACCEPTED:  
 By:   
 Contractor (Authorized Signature)  
 Date: 9/5/24

Approved by Funding Agency (if applicable):  
 \_\_\_\_\_

Date: \_\_\_\_\_



**EARTH TECH  
ENTERPRISES**

6180 Federal Court  
 Ft. Myers, FL 33905  
 Phone 239-774-1223  
 Fax 239-774-1227

**Proposal**

Date: 9/3/2024

**CHANGE ORDER PROPOSAL**

**Submitted To:** Ave Maria Stewardship Community District  
**Project Name:** Anthem Parkway Phase 5A  
**Job Description:** Cost increase for Import fill

**Schedule of Values**

Description	Quantity	Measure	Price	Total
Cost increase over bid price for import fill (ADD)	32,454	CY	\$5.88	\$190,829.52
<b>SUBTOTAL</b>				<b>\$190,829.52</b>
Earth Tech Enterprises, Inc. Bond Premium 1.2%	32,454	CY	\$0.07	\$2,289.95
<b>TOTAL</b>				<b>\$193,119.47</b>

# Change Order No. 1

Date of Issuance: 9/05/2024 Effective Date: 9/05/2024

Project: Massa Way Irrigation	Owner: Ave Maria Stewardship Community District	Owner's Contract No.:
Contract: Landscape & Irrigation		Date of Contract: 5/1/2024
Contractor: O'Donnell Landscapes, Inc.		Engineer's Project No.: P-AMD-044

### The Contract Documents are modified as follows upon execution of this Change Order:

#### Description:

- Deduct for Holly trees not to be replanted in the future (on original proposal): (\$8,050.00)
- Add for Additional Landscaping & Irrigation \$36,650.00

**Attachments (list documents supporting change):** O'Donnell Proposal dated 8/29/24, Exhibit A

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  \$17,250.00	Original Contract Times:                      Calendar days Substantial completion (days or date): 180 Ready for final payment (days or date): 30
[Increase] [Decrease] from previously approved Change Orders No. <u>NA</u> to No. <u>NA</u>  \$ -0-	<del>[Increase]</del> <del>[Decrease]</del> from previously approved Change Orders No. <u>NA</u> to No. <u>NA</u> : Substantial completion (days): NA Ready for final payment (days): NA
Contract Price prior to this Change Order:  \$17,250.00	Contract Times prior to this Change Order: Substantial completion (days or date): 180 Ready for final payment (days or date): 30
Add of this Change Order:  \$28,600.00	<del>[Increase]</del> <del>[Decrease]</del> of this Change Order: Substantial completion (days or date): No change Ready for final payment (days or date): No change
Contract Price incorporating this Change Order:  \$45,850.00	Contract Times with all approved Change Orders: Substantial completion (days or date): 180 Ready for final payment (days or date): 30

RECOMMENDED:  
By:   
Engineer (Authorized Signature)

ACCEPTED:  
By: Allyson Holland  
Owner (Authorized Signature)

ACCEPTED:  
By:   
Contractor (Authorized Signature)

Date: 9-4-2024

Date: 09/04/2024

Date: 9/5/2024

Approved by Funding Agency (if applicable):

Date: \_\_\_\_\_

O'DONNELL LANDSCAPES, INC.

4291 Williams Road, Estero, FL 33928 239-992-8842 Fax# 239-992-2188

www.ODonnellLandscapes.com

**Preliminary Budget Estimate**

PROJECT: **Ave Maria - Massa Way**

Irrigation Extension Project

CC Ave Maria Estates, LLC

David Hurst

E: Dhurst@pen-eng.com

Steve Sammons

E: Ssammons@pen-eng.com

DATE: 08/29/24 REV

Description	Specification	Qty	Unit P	S.Total
Peninsula Engineering Plans "Silverwood at Ave Maria Phase 1" Massa Way Irr. Ext.				
Replant new Trees				
#25 Eagleston Holly		46	450	\$ 20,700.00
Bubblers for trees		46	75	\$ 3,450.00
Repair rotors in back	Lump Sum	1	12500	\$ 12,500.00
	<b>Lump Sum Total</b>			<b>\$ 36,650.00</b>

EXHIBIT A

**O'DONNELL LANDSCAPES, INC.**

4291 Williams Road, Estero, FL 33928 239-992-8842 Fax# 239-992-2188

www.ODonnellLandscapes.com

**Preliminary Budget Estimate**

**PROJECT: Ave Maria - Massa Way**

Irrigation Extension

CC Ave Maria Estates, LLC

David Hurst

**DATE:** 04/30/24

E: Dhurst@pen-eng.com

Steve Sammons

E: Ssammons@pen-eng.com

Description	Specification	Qty	Unit P	S.Total
Peninsula Engineering Plans "Silverwood at Ave Maria Phase 1" Massa Way Irr. Ext.				
Relocate Trees				
Dig up 46 Dahoon Holly and put in #30 containers				
Relocate and plant at water treatment plant		46	200	\$ 9,200.00
<i>Temporary irrigation at Water treatment plant - By others</i>				
<i>Watering to continue by others</i>				
Replant in approx. 3 months after water line is installed		46	175	\$ 8,050.00
Note: If the root balls begin to noticeably deteriorate during relocation there will be a temporary stop in work to discuss direction moving forward with Peninsula Engineering.				
				\$9,200.00
<b>Lump Sum Total</b>				<b>\$ <del>17,250.00</del></b>

Scope for replanting is not required as all the trees died. Strikethrough reflects elimination of this scope and reduction in fee for same.

**CONSTRUCTION FUNDING AGREEMENT BETWEEN THE  
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT  
AND AVE MARIA DEVELOPMENT, LLLP  
[MASSA WAY IRRIGATION EXTENSION PROJECT]**

**THIS AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between:

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2004-461, *Laws of Florida*, (the “Act”) and located in Collier County, Florida, with a mailing address of 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”), and

**AVE MARIA DEVELOPMENT, LLLP**, a Florida limited liability limited partnership, the primary owner of certain lands within the boundaries of the District, whose address is 2600 Golden Gate Parkway, Naples, Florida 34105 (the “Landowner”, and together with the District, the “Parties”).

**RECITALS**

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

**WHEREAS**, the Landowner is the majority owner of the lands located within the boundaries of the District; and

**WHEREAS**, the District will not have sufficient funds available to provide for the completion of anticipated improvements and facilities comprising the Massa Way Irrigation Extension that are a part of the District’s capital improvement plan (the “Project”) as more fully described in the *Master Capital Improvement Program for Ave Maria Stewardship Community District*, dated May 2, 2006, as supplemented by the *Amended Fifth Sub-Master Supplemental Engineer’s Report for the Ave Maria Stewardship Community District Series 2023 Master Bonds*, dated July 5, 2023 attached hereto as **Exhibit A**, as such may be amended or supplemented, and, in order to complete with construction, the Landowner has agreed to provide funding in order to allow the District to complete the Project, on the terms set forth 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 herein as a material part of this Agreement.

**2. Funding.** Landowner agrees to make available to the District such monies as are necessary to enable the District to complete the design, engineering, and construction of the Project. Landowner will make such funds available on a monthly basis, or as otherwise required

to ensure timely payment of construction contracts or related costs including but not limited to design, engineering and permitting, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District.

**3. Repayment.** The parties agree that certain funds provided by Landowner pursuant to this Agreement may be properly reimbursable from proceeds of the District's issuance of tax-exempt bonds in the future. Within forty-five (45) days of receipt of sufficient funds by the District for the District's improvements and facilities and from the issuance of bonds, the District shall reimburse Landowner in full, exclusive of interest, for the funds advanced under paragraph two (2) above; provided, however, that in the event the District's bond counsel determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If within three (3) years of the date of this Agreement, the District does not or cannot issue bonds, and, thus does not reimburse the Landowner for the funds advanced hereunder, then the parties agree that such funds shall be deemed paid in lieu of additional taxes, fees, or assessments which might have been levied or imposed by the District.

**4. Default.** A default by any party to this Agreement shall entitle the others to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

**5. Enforcement of Agreement.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

**7. 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 of the parties hereto.

**8. Authorization.** 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 of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**9. Notices.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

<b>A.</b>	If to the District:	Ave Maria Stewardship Community District 2501A Burns Road
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Naples, Florida, 34102  
Attn: District Manager

With a copy to:

Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B.** If to the Landowner:

Ave Maria Development, LLLP  
2600 Golden Gate Parkway  
Naples, Florida 34105  
Attn: \_\_\_\_\_

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. 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.

**10. Third Party Beneficiaries.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**11. Assignment.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

**12. Controlling Law.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**13. Effective Date.** The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

**14. Public Records.** Landowner understands and agrees that all documents of any kind provided to the District or to District Staff in connection with this Agreement are public records and are treated as such in accordance with Florida law.

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

Attest:

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

Witness:

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

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A:** *Master Capital Improvement Program for Ave Maria Stewardship Community District, dated May 2, 2006, and Amended Fifth Sub-Master Supplemental Engineer's Report for the Ave Maria Stewardship Community District Series 2023 Master Bonds, dated July 5, 2023*

**Exhibit A**

*Master Capital Improvement Program for Ave Maria Stewardship Community District, dated May 2, 2006, and Amended Fifth Sub-Master Supplemental Engineer's Report for the Ave Maria Stewardship Community District Series 2023 Master Bonds, dated July 5, 2023*

**Ave Maria Stewardship Community District  
Expenditures  
October 2023 through July 2024**

	<u>Oct 23 - Jul 24</u>	<u>23/24 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Expenditures</b>				
01-1130 · Payroll Tax Expense	535.50	734.00	-198.50	72.96%
01-1131 · Supervisor Fees	7,000.00	9,600.00	-2,600.00	72.92%
01-1310 · Engineering	76,805.25	85,000.00	-8,194.75	90.36%
01-1311 · Management Fees	90,000.00	108,000.00	-18,000.00	83.33%
01-1313 · Website Management	2,500.00	2,500.00	0.00	100.0%
01-1315 · Legal Fees	88,204.48	80,000.00	8,204.48	110.26%
01-1320 · Audit Fees	18,000.00	20,300.00	-2,300.00	88.67%
01-1330 · Arbitrage Rebate Fee	3,250.00	3,900.00	-650.00	83.33%
01-1441 · Travel & Lodging	18,862.95	5,000.00	13,862.95	377.26%
01-1450 · Insurance	108,082.00	45,000.00	63,082.00	240.18%
01-1480 · Legal Advertisements	5,464.64	8,000.00	-2,535.36	68.31%
01-1512 · Miscellaneous	12,274.22	6,000.00	6,274.22	204.57%
01-1513 · Postage and Delivery	1,093.29	2,000.00	-906.71	54.67%
01-1514 · Office Supplies	3,111.95	3,500.00	-388.05	88.91%
01-1540 · Dues, License & Subscriptions	175.00	500.00	-325.00	35.0%
01-1541 · Misc Filing, Notices, etc.	0.00	500.00	-500.00	0.0%
01-1733 · Trustee Fees	35,133.63	35,000.00	133.63	100.38%
01-1734 · Continuing Disclosure Fee	10,000.00	12,000.00	-2,000.00	83.33%
01-1735 · Assessment Roll	0.00	20,000.00	-20,000.00	0.0%
01-1801 · Landscaping - Miscellaneous	104,484.91	31,500.00	72,984.91	331.7%
01-1808 · Irrigation Repair	284,300.38	110,000.00	174,300.38	258.46%
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	17,749.68	50,000.00	-32,250.32	35.5%
01-1816 · Electric-Streetlights,Landscape	99,601.40	89,250.00	10,351.40	111.6%
01-1817 · Maintenance Street Sweeping	1,500.00	1,050.00	450.00	142.86%
01-1818 · Striping & Traffic Markings	69,346.67	150,000.00	-80,653.33	46.23%
01-1819 · Street Light Maintenance	89,848.58	120,000.00	-30,151.42	74.87%
01-1820 · Maint Sidewalk/Curb Repairs	185,621.01	157,500.00	28,121.01	117.86%
01-1830 · Maintenance Contracts	589,916.70	715,000.00	-125,083.30	82.51%

**Ave Maria Stewardship Community District**  
**Expenditures**  
**October 2023 through July 2024**

	<u>Oct 23 - Jul 24</u>	<u>23/24 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
01-1831 · Tree Trimming	123,000.00	153,300.00	-30,300.00	80.24%
01-1832 · Storm Cleanup - Landscaping	0.00	26,250.00	-26,250.00	0.0%
01-1833 · Plant Replacement	241,223.71	100,000.00	141,223.71	241.22%
01-1834 · Mulch	194,135.20	147,000.00	47,135.20	132.07%
01-1838 · Water Management & Drain	75,227.73	4,200.00	71,027.73	1,791.14%
01-1839 · Entry Feature/Near Well Water	6,575.18	4,725.00	1,850.18	139.16%
01-1841 · Maintenance Irrigation Water	103,211.42	89,250.00	13,961.42	115.64%
01-1842 · Maint Fountain/Repair	63,474.14	50,000.00	13,474.14	126.95%
01-1843 · Maintenance Rodent Control	22,540.00	8,400.00	14,140.00	268.33%
01-1844 · Maint Equipment Repair	59.94	8,400.00	-8,340.06	0.71%
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	59,296.00	78,750.00	-19,454.00	75.3%
01-1848 · Maintenance Aerators	0.00	2,100.00	-2,100.00	0.0%
01-1850 · Maint-Preserve Maintenance	108,303.50	63,000.00	45,303.50	171.91%
01-1853 · Maintenance Small Tools	5,940.84	3,675.00	2,265.84	161.66%
01-1854 · Maint Miscellaneous Repairs	146.55	30,000.00	-29,853.45	0.49%
01-1855 · Maint Vehicle Lease/Fuel/Repair	2,476.18	21,000.00	-18,523.82	11.79%
01-1856 · Maint Mosquito Control	758,762.50	525,000.00	233,762.50	144.53%
01-1858 · Maint Temp EMS/Fire Facility	9,643.00	9,650.00	-7.00	99.93%
01-1859 · Maint-Administrative Supplies	1,400.00	0.00	1,400.00	100.0%
01-1863 · Maint Base Management Fee	17,431.47	23,000.00	-5,568.53	75.79%
01-1864 · Maintenance Admin Payroll	2,851.64	0.00	2,851.64	100.0%
01-1867 · Asset Manager	83,509.49	75,000.00	8,509.49	111.35%
01-1869 · Field Operations	474,666.80	600,000.00	-125,333.20	79.11%
01-1871 · Verizon - Internet	1,217.24	0.00	1,217.24	100.0%
01-1872 · Pressure Washing	79,027.56	50,000.00	29,027.56	158.06%
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%
01-1901 · Permit Review/Inspection Fees	3,295.26	0.00	3,295.26	100.0%
<b>Total Expenditures</b>	<b>4,365,452.59</b>	<b>4,141,534.00</b>	<b>223,918.59</b>	<b>105.41%</b>