



AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

COLLIER COUNTY REGULAR BOARD MEETING & LANDOWNERS' MEETING NOVEMBER 12, 2024 6:00 P.M.

GRAND HALL AT DEL WEBB, 6008 DEL WEBB WAY, AVE MARIA, FLORIDA 34142

www.avemariastewardshipcd.org

DISTRICT MANAGER

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

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

AGENDA
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
REGULAR BOARD MEETING

November 12, 2024

6:00 p.m.

Grand Hall at Del Webb

6008 Del Webb Way

Ave Maria, Florida 34142

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

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

- A. Call to Order
- B. Pledge of Allegiance
- C. Invocation
- D. Proof of Publication.....Page 1
- E. Establish a Quorum
- F. Additions or Deletions to Agenda
- G. Comments from the Public for District Items on the Agenda
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 - 3. Consider Authorizing District Staff to Engage and Analyze Lennar Homes, LLC’s Request for the Reallocation of Bond Proceeds at The National Golf & Country Club at Ave Maria.....Page 16
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 - 9. Board Update on Developer Engagement of a PR Firm to Assist with District Communication....Page 101
 - 10. Consider Approval of Contract between the District and Stantec Consulting Services, Inc. for Evaluating Alternative Irrigation Rate Structures for the Master Irrigation Utility.....Page 103

11. Consider Approval of Change Order No. 2 to O'Donnell Landscapes for Median Improvements
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12. Discussion Regarding Flooding During Rain Events on Ave Maria Boulevard

13. Consider Authorization to Submit for Change in District Street Name

K. Administrative Matters

1. Legal Report

2. Engineer Report

3. Manager's Report

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L. Final Public Comments

M. Board Members Comments

N. Adjourn

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

NOTICE OF REGULAR BOARD MEETING AND LANDOWNERS MEETING OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

Notice is hereby given to the public and all landowners within Ave Maria Stewardship Community District (District) the location of which is located in Collier County, Florida, advising that a regular Board meeting will be held for the Board to address District related items as noted on the agenda. Immediately following the regular Board meeting, a meeting of landowners will be held for the purpose of electing two (2) persons to the Districts Board of Supervisors (Board, and individually, Supervisor).

DATE: November 12, 2024

TIME: 6:00 PM

PLACE: Grand Hall at Del Webb

6008 Del Webb Way

Ave Maria, Florida 34142

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2501A Burns Road, Palm Beach Gardens, Florida 33410, Ph: (561) 630-4922 (District Managers Office). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowners proxy. At the landowners meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The Board meeting and the landowners meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Managers Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Managers Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Managers Office.

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

Allyson Holland

District Manager

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

www.avemariastewardshipcd.org

PUBLISH: NAPLES DAILY NEWS 10/23/24

**MEETING MINUTES
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

A. Call to Order

The September 10, 2024 Regular Board Meeting & Public Hearing 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 and Public Hearing had been published in the Naples Daily News on August 21 and August 28, 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	Absent
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	Andrew Karmeris	Special District Services, Inc.
District Manager	Allyson Holland	Special District Services, Inc.
General Counsel	Alyssa Willson	Kutak Rock, LLP
District Engineer	Ted Tryka	LJA Engineering, Inc.
Owner Representative	David Genson	Barron Collier Companies

Also present were the following:

Michael Campbell and approximately 30 members of the public. There were also 3 present via Zoom.

F. Additions or Deletions to Agenda

There were no additions or deletions to the agenda.

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

There were no public comments for the regular agenda.

H. Approval of Minutes

1. August 6, 2024 Regular Board Meeting Minutes

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

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

I. Public Hearing – Fiscal Year 2024/2025 Final Budget

1. Proof of Publication

Proof of publication was presented indicating that notice of the Regular Board Meeting and Public Hearing had been published in the Naples Daily News on August 21 and August 28, 2024, as legally required. The public hearings on the budget and assessment were opened.

2. Receive Public Comments on Fiscal Year 2024/2025 Final Budget

- Don Orrico: Suggested that the State Representative and Senator be invited to budget meetings. Believes that it's in the best interest of the community to have elected officials involved in meetings.
- John Lanham: Stated that the budget has been beaten to death, but the elephant in the room is the reserves. Questioned who will help fund the reserves. Stated that the District should approach the reserve fund in open fashion and get ahead of the game. This is important to people who live here. Mr. Klucik stated that he and Mr. DeFlorio are elected officials and that the Reserve Study is on the project list for staff to provide updates at Board meetings.

3. Consider Resolution No. 2024-12 – Adopting a Fiscal Year 2024/2025 Final Budget

The Fiscal Year 2024/2025 Final Budget was presented. Mr. Klucik asked if the District is paying rent for their space in the Master Association building. Mr. Karmeris responded, no, the District is not currently paying rent. Mr. Klucik stated that we are a government and we need space, we may need land. Mr. Wodraska responded that there is a plan and we hope to be rolling it out by the end of 2024. The District would be a tenant, not own the facility, and this will require a budget amendment to approve any funding needed. Mr. Klucik want to know why the District would be a tenant and not own the facility. Ms. Willson clarified that SDS is an independent contractor. Mr. Klucik inquired about the assessment and compared assessments, current vs. next FY. He also confirmed reserve amount included with the budget. A **motion** was made by Mr. Sonalia to approve Resolution No. 2024-12 – Adopting a Fiscal Year 2024/2025 Final Budget, seconded by Mr. DeFlorio and passed unanimously approving Resolution No. 2024-12 – Adopting a Fiscal Year 2024/2025 Final Budget.

4. Consider Resolution No. 2024-13 – Adopting an Annual Assessment Resolution for Fiscal Year 2024/2025

The Annual Assessment Resolution for FY 2024/2025 was presented. No further discussion was held. A **motion** was made by Mr. DiFlorio to approve Resolution No. 2024-13 – Adopting an Annual Assessment Resolution for Fiscal Year 2024/2025, seconded by Mr. Sonalia and passed unanimously

approving Resolution No. 2024-13 – Adopting an Annual Assessment Resolution for Fiscal Year 2024/2025.

5. Consider Resolution No. 2024-14 – Adopting a Fiscal Year 2024/2025 Master Irrigation Utility System Budget

The FY 2024/2025 Master Irrigation Utility System Budget was presented. Mr. Klucik asked about the impacts to the homeowners. Mr. Genson stated that this budget process does not change the current irrigation rates. Ms. Willson added that any proposed rate changes shall go before the Board and require additional Board action for final approval. A **motion** was made by Mr. DiFlorio to approve Resolution No. 2024-14 – Adopting a Fiscal Year 2024/2025 Master Irrigation Utility System Budget, seconded by Mr. Sonalia and passed unanimously approving Resolution No. 2024-14 – Adopting a Fiscal Year 2024/2025 Master Irrigation Utility System Budget.

The budget and assessment public hearings were closed.

J. Old Business

1. AMSCD Projects Update

Ms. Holland gave a brief update on District projects in accordance with the updated project list. She noted that she approved change orders for Massa Way Irrigation Extension and Anthem Parkway Phase 5A that will be discussed for ratification later in the agenda. Ms. Holland stated that staff is continuing to review and make suggested edits to the Reserve Study and that the first draft of the study included all District assets, however, the study needs to be updated to phase replacements/repairs of certain assets. For example, all District asphalt does not need to be replaced in 2028. The study needs to phase asphalt replacement based upon the year it was installed. Many of the infrastructure line items would need to be phased as well. Staff will review the suggested updates to the report with the Board and any members of the public who are interested, then staff will review the comments with Reserve Advisors. Mr. Tryka gave a brief update on the Oil Well Berm and Owen's roundabout projects.

2. Consider Approval of Amended and Restated Contract between AMSCD and SDS, Inc. to Provide Management and Operations Staff and Services to the AMSCD

Mr. Wodraska presented the amended and restated contract. He described the proposed changes, mostly driven by changes in staff structure. Mr. Klucik confirmed the staff changes this year vs last year and Mr. Wodraska confirmed Mr. Klucik's understanding was correct. Mr. Wodraska stated for the record that the Ford F-150 truck that the Board approved the District purchase from SDS would be used by Master Irrigation Utility needs, and not used by Ms. Holland as previously discussed. Ms. Holland realized that the truck was a bit much for her needs, but the Master Irrigation Utility was in need of a truck. Mr. Wodraska confirmed that the proposed contract begins June 3, 2024, which is Ms. Holland's start date. A resident in the audience, Mr. Victor Acquista, raised his hand and stated that he was unaware of this item on the agenda and that he didn't sign up for public comment, but asked how Mr. DeAngelo's salary affects the contract since he retired August 2, 2024. Mr. Wodraska stated that SDS was actually losing money because Mr. DeAngelo and Ms. Holland's employment overlapped during June and July and they would only be paid for Ms. Holland's employment during that time. A **motion** was made by Mr. DiFlorio to approve the Amended and Restated Contract between AMSCD and SDS, Inc. to Provide Management and Operations Staff and Services to the AMSCD, seconded by Mr. Sonalia and passed unanimously approving the Amended and Restated Contract between AMSCD and SDS, Inc. to Provide Management and Operations Staff and Services to the AMSCD.

3. Consider Approval of Extending the Amended Contract with Davey Tree Expert Company

for Landscape and Irrigation Maintenance Services

Ms. Holland presented this item. She gave a brief history of the contract with Davey and explained the contract before the Board today includes extending the existing contract for another year at the contractual cost of \$729,793.00 which is included in the adopted O&M budget plus an amendment to the contract in the amount of \$31,829.00 for the additional services on Massa Way. A portion of Massa Way was recently turned over to AMSCD for O&M, but is not included in the original contract with Davey nor did the District budget for the cost to maintain this area. The developer agreed to fund the amendment for Massa Way for the upcoming fiscal year. Mr. Klucik acknowledged that his question was not about the Davey Tree contract, but asked why the manager was approving change orders when he asked at the last meeting that change orders over \$50,000 be brought before the Board. Ms. Holland explained that the change orders for Massa Way and Anthem Parkway Ph 5A will be discussed later in the agenda. Ms. Willson stated that Mr. Klucik requested that change orders over \$50,000 not be included on the consent agenda, rather placed on the regular agenda for discussion. Ms. Willson stated that the Board previously approved resolutions authorizing the District Manager to sign contracts and change orders, meeting specific criteria, between Board meetings for ongoing operation and maintenance activities and to allow ongoing construction projects to continue without delay. A **motion** was made by Mr. DiFlorio to approve Extending the Amended Contract with Davey Tree Expert Company for Landscape and Irrigation Maintenance Services, seconded by Mr. Sonalia and passed unanimously approving Extending the Amended Contract with Davey Tree Expert Company for Landscape and Irrigation Maintenance Services.

K. New Business

1. Consider Approval of Fiscal Year 2024/2025 Developer Funding Agreement

Ms. Willson presented this item and explained that the proposed developer funding agreement is the same format as prior years. It contractually obligates the developer to fund a portion of the O&M budget. Mr. Klucik asked what the developer contribution is this next FY. Mr. Karmeris stated that the approved budget includes an O&M developer contribution of \$1,602,863. Mr. Klucik asked if staff can bring back to total amount of the developer contribution for the current FY above and beyond the vacant lots. A **motion** was made by Mr. DiFlorio to approve the Fiscal Year 2024/2025 Developer Funding Agreement, seconded by Mr. Sonalia and passed unanimously approving the Fiscal Year 2024/2025 Developer Funding Agreement.

2. Consider Resolution No. 2024-15 – Adopting a Fiscal Year 2024/2025 Meeting Schedule

Ms. Holland presented this item and explained the proposed meeting schedule is consistent with prior years. The proposed meeting schedule includes four (4) meetings (one each quarter) at 6:00 p.m. The 6:00 p.m. meetings are generally meetings that may draw a larger crowd for budget discussions, etc. Ms. Holland explained that she plans to add additional workshops to the meeting schedule in accordance with statutory requirements. A **motion** was made by Mr. DiFlorio to approve Resolution No. 2024-15 – Adopting a Fiscal Year 2024/2025 Meeting Schedule, seconded by Mr. Sonalia and passed unanimously approving Resolution No. 2024-15 – Adopting a Fiscal Year 2024/2025 Meeting Schedule.

3. Consider Resolution No. 2024-16 – Adopting Goals and Objectives

Ms. Willson presented an overview of the Legislative action to adopt House Bill 7013 which among other things, requires all Districts to adopt goals and objectives along with performance measures and standards by October 1, 2024, but stated that there is no statutory penalty if they are not approved by this date. Mr. Klucik stated that the goals and objectives should be added to monthly meetings to monitor and review. Mr. Peek stated that they can be added to the agenda, but if it's determined that it's not beneficial, we can remove them from the agenda. Ms. Holland agreed to add Goals and Objectives to the Projects List for discussion at monthly meetings.

Ms. Holland presented the proposed goals and objectives for the AMSCD. Staff identified the following key categories to focus on for FY 2024/2025 and developed statutorily compliant goals for each:

Category 1: Communication and Community Engagement

Goal 1.1: Access to Records and Documents

Goal 1.2: Improve Communication

Category 2: Operation & Maintenance of Infrastructure and Assets

Goal 2.1: Operate and Maintain District Infrastructure and Assets

Goal 2.2: Asset Management Software Integration

Category 3: Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Goal 3.2: Reserve Study

As Ms. Holland presented the goals and objectives, there was discussion back and forth with the Board. Generally, the Board of Supervisors was in agreement with the goals and objectives and agreed that this is the first year setting goals and that they can change in the future. Mr. Klucik questioned the Measurement and Standard for Goal 3.2 Reserve Study. He stated that the reserve study needs to align with the proposed and final budgets. Ms. Holland explained that this goal is for finalizing the current reserve study that the District received in May 2024. She acknowledged that once the reserve study is finalized, staff will incorporate a plan for funding reserves in FY 2025/2026 and the reserves will be a part of the budget process moving forward.

A **motion** was made by Mr. DiFlorio to approve Resolution No. 2024-16 – Adopting Goals and Objectives, seconded by Mr. Sonalia and passed unanimously approving Resolution No. 2024-16 – Adopting Goals and Objectives.

4. Consider Ratification of Executed Agreements

Ms. Holland presented this item. Ms. Holland explained to the Board that Resolutions 2023-27 and 2024-04 authorized the district manager to execute contracts and agreements between Board meetings as long as they met certain criteria. Ms. Holland continued by confirming the LCEC agreements for both Anthem Parkway and Arthrex Commerce Parkway were in conformance with criteria established in the resolution. Ms. Holland recognized that she signed the change order to O'Donnell Landscapes, Inc. to plant new trees and perform irrigation repairs on Massa Way because the trees that were relocated and anticipated to be replanted did not survive. Ms. Holland also explained that she signed a change order to Earth Tech Enterprises in the amount of \$193,119.47 to cover the increase in cost to haul in suitable fill the build the roadway. In an effort to keep these construction projects moving forward without interruption, Ms. Holland signed the agreements and contracts and requests the Board's approval to ratify the aforementioned documents. The funding source for both projects is 2023 bonds. Ms. Holland noted that the bonds allocated to the Massa Way Irrigation Extension is short by approximately \$230,000 to-date. A developer funding agreement will be presented next in this agenda for the Board's approval for the developer to fund the completion of construction with the reservation of right to reimbursement from future bond series construction proceeds. A **motion** was made by Mr. DiFlorio to approve the Ratification of Executed Agreements, seconded by Mr. Sonalia and passed unanimously approving the Ratification of Executed Agreements.

5. Consider Approval of Construction Funding Agreement between the Ave Maria Stewardship Community District and Ave Maria Development, LLLP for Massa Way Irrigation Extension Project

Ms. Willson presented this item and explained that this agreement obligates the developer to fund the additional construction costs for Massa Way Irrigation Extension, but the developer will be reimbursed through future bond issuance. Mr. Klucik asked about the reimbursement of future bonds and Mr. Genson confirmed that the reimbursement would be through the 2025 bond series. A **motion** was made by Mr. DiFlorio to approve the Construction Funding Agreement between the Ave Maria Stewardship Community District and Ave Maria Development, LLLP for Massa Way Irrigation Extension Project, seconded by Mr. Sonalia and passed unanimously approving the Construction Funding Agreement between the Ave Maria Stewardship Community District and Ave Maria Development, LLLP for Massa Way Irrigation Extension Project.

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

Ms. Holland asked if the Board would support eliminating paper copies of the meeting books and utilizing electronic version. The Board unanimously agreed that they preferred to continue with the printed paper copy of the meeting books.

Ms. Holland publicly acknowledged her gratitude and respect for the AMUC employees who stepped in without hesitation and assisted those who were injured during the domestic violence incident that ended in a shooting at Ave Maria a few weeks ago. AMUC staff was first to arrive at the scene and provide first aid to those who were injured.

a. Financials

Mr. Karmeris indicated that the financial were included in the meeting book and that we were still overbudget as mentioned in previous Board meetings. Mr. Karmeris confirmed that the amended budget will be reconciled at the November board meeting. Mr. Klucik asked why we were over budget. Staff confirmed that the overages are mainly due to mosquito control and irrigation repairs, but the amended budget will detail the overages by line item in November.

M. Final Public Comments

Jim Leonard: Asked why do we have to pay SDS if we have a full time district manager. Mr. Wodraska explained that the fee is for SDS behind the scenes at SDS headquarters.

Don Orrico: Stated that he was registered to speak earlier and asked that the District add a goal/objective to monitor the budget/overages in the future.

N. Board Members Comments

Chairman Peek asked if his attendance was required on 11/12/24. Mr. Karmeris stated that we plan to hold the regular meeting first where Mr. Peek will serve as the Chairman, then we will hold the Landowner's Meeting where the new board members are elected. Mr. Klucik asked who will replace the vacant seats and Mr. Genson stated that the replacements have not been finalized and he will discuss the new board members at the October meeting. Mr. Peek stated that he doesn't want to be re-elected for the next term.

Mr. Klucik requested that the Manager present a recognition to Manuel and AMUC staff for heroism at the shooting incident. Ms. Holland agreed that she will prepare this for a future meeting.

O. Adjourn

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

Secretary/Assistant Secretary

Chair/Vice-Chairman

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 PJPII) 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.

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 complete including landscaping and light poles. District will take over maintenance of landscaping in November. Project certification through AMUC and Collier County in progress. Anthem Parkway: Drainage installation is nearly complete; outfalls to lake need to be installed. Pressure pipe installation is 50% complete; currently testing portions of installed utilities. Import of fill is ongoing as needed. Roadway construction will follow pressure pipe installation. 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 PJPII) 6/7/2022	4th quarter 2024	1st Quarter 2026	90% Design	\$8,394,852	*\$278,000	2023 Bonds and future 2025 Bond Issuance	Daniel Hartley	Allyson Holland (District)	Currently in design. Collier County and South Florida Water Management District permitting will be submitted in October 2024.
Massa Way Irrigation Extension 5/7/2024	5/2/2024	1/15/2025	100% Design 95% Construction	\$530,000	\$781,241.35	2023 Bonds and future Bond Issuance	David Hurst	Allyson Holland (District)	Project is complete.
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 and road is paved. Filling of berm is ongoing. 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)	Project is complete.
Owens Roundabout, handicap parking space, and signage 6/6/2023	9/10/2024	12/31/2024	100% Design 18% Construction	\$98,000	\$97,949	FY23/24 O&M Budget	Ted Tryka	Ted Tryka (District)	Brick pavers approved and ready for delivery. In an effort to limit disruption to the community, contractor will wait until materials are onsite before commencing construction (anticipated mid to late November).
Oil Well Road Lighting & Sign Project 10/3/2023	1/17/2024	11/12/2024	100% Design 86% Construction		\$544,758	2023 Bonds	Ted Tryka	Ted Tryka (District)	Light poles are active and working. Awaiting final inspection from Collier County for mid-November.
Asset Management 11/1/2022	10/1/2023	Ongoing	90%	\$75,000	\$75,000	FY23/24 O&M Budget	ETM	Allyson Holland (District)	ETM to present update at November 2024 Board meeting. Onsite training with District staff 11/12-11/14.
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)	District manager met with Reserve Advisors to discuss the changes to the study on Tuesday 10/22; meeting was delayed twice due to hurricane recovery in the Tampa area. After the reserve study is updated, staff will distribute to the Board and a future meeting agenda will include an item to discuss and accept the study, and discuss funding the reserves.



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

1. COMMUNICATION AND COMMUNITY ENGAGEMENT

Goal 1.1	Access to Records and Documents
Objective	Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly website checks.
Measurement	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.
Standard	100% of monthly website checks were completed by District Management
Achieved	YES / NO
10/1/24 Comments	Website is up to date.
11/12/24 Comments	September meeting minutes included in November meeting book. Website is up to date.

Goal 1.2	Improve Communication
Objective	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.
Measurement	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.
Standard	Maintain communication outlets.
Achieved	YES / NO
10/1/24 Comments	Contract with public relations firm will be brought to Board for approval in November.
11/12/24 Comments	AMD contract with GSMA is on November meeting agenda.

2. OPERATION & MAINTENANCE OF INFRASTRUCTURE AND ASSETS

Goal 2.1	Operate & Maintain District Infrastructure and Assets
Objective	Insure, Operate, and Maintain District-owned Infrastructure and Assets.
Measurement	Ensure annual renewal of District Insurance Policy(s), ensure contracted services for District operations are in effect, and verify compliance with all required permits.
Standard	District insurance renewed and in force, contracted services in effect, and permits in compliance.
Achieved	YES / NO
10/1/24 Comments	District Insurance Policy was renewed last week of September.
11/12/24 Comments	District assets are insured. Staff working on striping, paving, and drainage maintenance improvements for current FY.

Goal 2.2	Asset Management Software Integration
Objective	Complete asset management software integration. Onboard select contractors to utilize asset management software for “live” update of District assets.
Measurement	Complete asset management integration. Complete onboarding process for at least one select contractor.
Standard	Utilize asset management software to assist with operating budgets.
Achieved	YES / NO
10/1/24 Comments	ETM will be presenting asset management software at November meeting. Staff continues to utilize Cartegraph daily.
11/12/24 Comments	ETM presenting at November meeting. Onsite staff training with ETM 11/12 – 11/14 with ETM.

3. FINANCIAL TRANSPARENCY AND ACCOUNTABILITY

Goal 3.1	Annual budget preparation
Objective	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.
Measurement	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.
Standard	100% of budget approval and adoption completed by the statutory and Collier County deadlines and posted to the District website.
Achieved	YES / NO
10/1/24 Comments	Manager has begun budget planning calendar.
11/12/24 Comments	District manager scheduled meeting with developer to discuss remaining district infrastructure and future projects on 11/12/24.

Goal 3.2	Reserve Study
Objective	Finalize and approve the final Reserve Study by February 2025. Incorporate plan for funding reserves based upon reserve study.
Measurement	Present final reserve study to Board for approval by February 2025. Incorporate plan for funding reserves for Fiscal Year 2025/2026.
Standard	Reserve study finalized and updated as needed.
Achieved	YES / NO
10/1/24 Comments	Manager will meet with Reserve Advisors this month to discuss changes to finalize the reserve study.
11/12/24 Comments	District manager met with Reserve Advisors to discuss changes to reserve study on 10/22/24 (delayed due to hurricanes). Reserve Advisors will update reserve study and report back to manager prior to finalizing study. Funding the reserves will be brought to the Board for discussion.

RESOLUTION 2024-17

A RESOLUTION OF THE BOARD OF SUPERVISORS OF AVE MARIA STEWARDSHIP COMMUNITY DISTRICT EXPRESSING RECOGNITION AND APPRECIATION FOR MANUEL MILANES-PIZONERO, FOR SEVERABILITY AND EFFECTIVE DATE.

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

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

WHEREAS, born in Cuba, Manuel Milanes-Pizonero is a proud father to his family, a businessman, a philanthropist, a political activist, and a resident of Ave Maria since 2017; and

WHEREAS, through his faith and courage, Manuel Milanes-Pizonero chose to protect the lives of a mother and her children, placing himself in imminent danger resulting in a gun shot wound to his chest during a domestic violence incident that ended in his front yard on Tuesday, August 22, 2024; and

WHEREAS, Manuel Milanes-Pizonero was treated at the scene by fellow citizens and local emergency management staff before he was transported to the hospital to receive further medical treatment; and

WHEREAS, the District’s Board of Supervisors (the “Board”) finds that it is in the best interests of the District to adopt by resolution this expression of recognition and appreciation.

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

SECTION 1. The District, its Board, and each individual member thereof and its officers and other personnel hereby express their sincere and deep appreciation to Manuel Milanes-Pizonero for his courageousness to serve the community.

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

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

PASSED AND ADOPTED this 12th day of November, 2024.

ATTEST:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

RESOLUTION 2024-18

A RESOLUTION OF THE BOARD OF SUPERVISORS OF AVE MARIA STEWARDSHIP COMMUNITY DISTRICT EXPRESSING RECOGNITION AND APPRECIATION FOR JANS ANTELA ALMARAL, OTHMARO CRESPIN, LEONARDO MALDONADO AND GEORGE SHEPARD, FOR SEVERABILITY AND EFFECTIVE DATE.

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

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

WHEREAS, Jans Antela Almaral, Othmaro Crespin, Leonardo Maldonado and George Shepard serve as employees of Ave Maria Utility Company (“AMUC”); and

WHEREAS, Jans Antela Almaral, Othmaro Crespin, Leonardo Maldonado and George Shepard faithfully and with honor, integrity and great distinction served the Ave Maria community on Tuesday, August 22, 2024, during a domestic violence incident; and

WHEREAS, Jans Antela Almaral, Othmaro Crespin, Leonardo Maldonado and George Shepard through their service to the community, these individuals were instrumental in providing first response services and administering immediate care prior to arrival of emergency medical services; and

WHEREAS, the District’s Board of Supervisors (the “Board”) finds that it is in the best interests of the District to adopt by resolution this expression of recognition and appreciation.

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

SECTION 1. The District, its Board, and each individual member thereof and its officers and other personnel hereby express their sincere and deep appreciation to Jans Antela Almaral, Othmaro Crespin, Leonardo Maldonado and George Shepard for their outstanding service to the community.

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

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

PASSED AND ADOPTED this 12th day of November, 2024.

ATTEST:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

ASSISTANT SECRETARY

CHAIRMAN/VICE CHAIRMAN

To: Board of Supervisors

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

Date: October 24, 2024

Board Meeting Date: November 12, 2024

SUBJECT

Consider authorizing District staff to engage and analyze the request from Lennar Homes, LLC for the reallocation of Series 2021 Bond Proceeds with respect to the development within The National Golf & Country Club at Ave Maria.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors discuss authorizing District staff to engage and analyze the request from Lennar Homes, LLC for the reallocation of Series 2021 Bond Proceeds with respect to the development within The National Golf & Country Club at Ave Maria.

GENERAL INFORMATION

Lennar Homes, LLC (Lennar) is responsible for the design and construction of The National Golf & Country Club at Ave Maria, including all design and construction costs. The Ave Maria Stewardship Community District (the "District") (Collier County, Florida) issued \$11,340,000 Capital Improvement Revenue Bonds, Series 2021 (Ave Maria National Project) in March 2021 (the "Series 2021 Bonds") to fund public improvement components of the project originally which included stormwater and roadway improvements as such estimated costs were certified by the District Engineer (the "2021 Project"). The Series 2021 Bonds are secured solely by special assessments levied on the units within The National community. The National community units also have special assessments which secure master improvements located outside of The National community. In connection with the Series 2021 Bond issuance, there is an acquisition agreement (the "Acquisition Agreement") in place between the District and Lennar that allows for Lennar to be reimbursed by the District (via Series 2021 Bond funds) for public infrastructure comprising the 2021 Project, including irrigation, stormwater/drainage, lakes, and roadways. There was an initial assessment done by the District Engineer as part of the Engineer's Report that estimated what the cost of those improvements would be at the end of project, based on preliminary design information and current (2021) construction costs, thus setting the scope of the infrastructure that could be acquired by the District in exchange for reimbursement by Lennar. Pursuant to the terms of the Acquisition Agreement, after the project certification phase is complete, Lennar requests reimbursement by submitting a requisition to the District for the portions of the completed public infrastructure contained within the 2021 Project. The initial bond requisition included the lakes, stormwater/drainage, irrigation, and roadway improvements that

had been constructed with Phase 1 of The National Golf & Country Club at Ave Maria. The second bond requisition was similar in scope, but lower in value than the first bond requisition. There have been no further bond requisitions to-date. It should be noted that due to the increase in material/labor costs between the time the Engineer's Report was completed and the final development phases of The National were contracted/constructed, the bond funds that were available for Lennar to draw from are insufficient to cover the costs of the lake, stormwater infrastructure, irrigation, and roadway improvements for the entirety of the project, as was originally intended.

Lennar is requesting that the original scope of the project be revised and that the District reallocate bond proceeds accordingly due to higher construction costs than contemplated in the original engineering and methodology reports. Specifically, Lennar is requesting that the cost of the internal roads be removed from the infrastructure improvements to be funded with bond proceeds in order for such proceeds to fund other improvements such as stormwater/drainage and irrigation.

Earlier this year, Lennar analyzed the scope, costs, and prior acquisitions pertaining to the infrastructure improvements within The National development. Upon recommendation of District Counsel, Lennar submitted a formal request for the project modification for Board consideration. The letter and attachments from Lennar, attached hereto, includes the request for project scope modification and includes documentation of the increased costs and desire to modify the project scope and acquisitions of infrastructure. Should the Board approve moving forward, this would authorize staff engagement and analysis to review the submitted documents. Upon review, it is anticipated additional follow up items may include updates to reports and setting and noticing public hearings which would result in a process that includes multiple Board meetings. Please also note that if the Board approves staff to proceed and the process to reallocate bonds is formally completed, this will facilitate Lennar to convert their main entrance gate from a soft gate which must permit public access to a hard gate which may restrict entrance to residents and guests only at the National Golf & Country Club.

PROCUREMENT REVIEW

Not applicable.

DISTRICT ENGINEER REVIEW

Not applicable at this time.

DISTRICT LEGAL COUNSEL REVIEW

The District Legal Counsel has reviewed and approved the procedural process outlined above for commencement of review of the project modification request and preparation of outline of potential next steps for further Board review and action.

FUNDING REVIEW

If the Board authorizes proceeding with further review of the request, Lennar will be responsible for funding the staff time and expenses required for review and analysis.

Attachments

Alex Hinebaugh
Director of Land Development
Lennar Homes, LLC
10481 Six Mile Cypress Parkway
Fort Myers, Florida 33966
alex.hinebaugh@lennar.com
239-770-5127
September 5th, 2024

Ave Maria Stewardship Community District Board
2501A Burns Rd
Palm Beach Gardens, FL 33410

Dear Members of the AMSCD Board,

I am writing to formally request a modification to the project scope for The National Golf and Country Club at Ave Maria. After careful consideration, we have identified the need to modify the project scope and acquisitions of infrastructure to better align with our goals and objectives.

The proposed modifications include Lennar purchasing the roads back from the District and in turn, giving the district additional infrastructure (not including roadways) in our phases 3 and 4. These changes are essential to address the evolving needs of the project and to ensure its successful operation.

We believe that these modifications will significantly enhance the overall quality and functionality of the project. The revised scope will allow us to avoid any further issues at the front gate of the community and allow our residents to have a better sense of security about who is coming through the front gate.

We kindly request the AMSCD Board's consideration and approval of these modifications. We are committed to providing any additional information or documentation required to support this request. Please do not hesitate to contact me if you have any questions or need further clarification. Thank you for your attention to this matter. We look forward to your favorable response.

Sincerely,

Alex Hinebaugh
Director of Land Development
Lennar Homes LLC



Prepared By: _____ D. Hurst
Version: _____ 3
Date: _____ 7/16/2024

**The National Golf and Country Club at Ave Maria - AMSCD Bondable Costs
(Requisition #1 & #2 Recalculation and Requisition #3 Request)**

SUMMARY OF PREVIOUS BOND REQUISITION AMOUNTS TO DATE - Includes Roadway Costs		
Bond Requisition 1	Bond Requisition 2	Total
\$ 8,579,170.53	\$ 1,532,006	\$ 10,111,176.53

REVISED SITE DEVELOPMENT COSTS (Excluding Roadway Costs)				
Description	Bond Requisition 1 - Revised	Bond Requisition 2 - Revised	Bond Requisition 3	Total
Earthwork	\$ 4,034,945.91	\$ 60,704	\$ 168,252.50	\$ 4,263,902.66
Curb/Gutter	\$ 382,002.94	\$ 111,794.10	\$ 480,214.05	\$ 974,011.09
Drainage	\$ 984,133.40	\$ 313,593.60	\$ 1,721,126.25	\$ 3,018,853.25
Irrigation	\$ 303,210.30	\$ 277,286.00	\$ 1,647,444.23	\$ 2,227,940.53
Landscaping (Perimeter Buffer Tract)	\$ 15,450.00	\$ -	\$ -	\$ 15,450.00
Total Bondable Hard Costs	\$ 5,719,742.55	\$ 763,377.95	\$ 4,017,037.03	\$ 10,500,157.53

SOFT COSTS (Excluding Roadway Costs)				
Description	Bond Requisition 1 - Revised	Bond Requisition 2 - Revised	Bond Requisition 3	Total
Permits/Fees	\$ 212,409.93	\$ 11,991.31	\$ 71,258.35	\$ 295,659.59
Consultants	\$ 181,148.13	\$ 55,198.23	\$ 180,791.68	\$ 417,138.04
Total Bondable Soft Costs	\$ 393,558.05	\$ 67,189.54	\$ 252,050.04	\$ 712,797.63

Requisition #3 Calculation (Excluding Roadways)

Total Bondable Costs (Hard + Soft)	\$ 6,113,300.60	\$ 830,567.49	\$ 4,269,087.06	\$ 11,212,955.15
Available Bond Funds (A)				\$ 10,464,745.06
Bond Amounts Previously Requisitioned (B)	\$ 8,579,170.53	\$ 1,532,006.00	\$ -	\$ 10,111,176.53
Variance to be repaid by Lennar (C)	\$ (2,465,869.93)	\$ (701,438.51)	\$ -	\$ (3,167,308.44)
Available Bond Funds after Lennar payback (= A-(B+C))				\$ 3,520,876.97
Proposed Bond Requisition 3 Amount (Lesser of Bondable Costs or Available Amount)				\$ 3,520,876.97

NOTES:

- The hard cost items for Earthwork, Curb/Gutter, Drainage, and Irrigation noted as "Requisition 3" are taken from Ryan Golf contract for The National at Ave Maria Golf & Country Club at Ave Maria Phase 3 PPL, Phase 4 PPL and remaining ancillary phases of the Project that were not previously included in prior requisitions.
- The hard cost items for Landscaping (Perimeter Buffer Tract) are from Sunnygrove Landscaping, which are based on an estimate from Sunnygrove Landscaping provided to Lennar. Street Tree Landscaping hard costs are not included.
- The soft cost Consultant items noted as "Requisition 3" are taken from Peninsula Engineering contract for Lennar Bundled Golf at Ave Maria - Phase 3 & 4 Residential and Golf Course.
- The soft cost Permit/Fees items referenced were taken from actual permit fees charged by Collier County, SFWMD, AMUC, FDEP, etc, as noted on the detail sheet for those items.
- Basis:
 - Earthwork - excavation of all lakes (all are surface water management lakes) and filling of perimeter berm tract and roadways (2' above existing ground for water management purposes). Note that all lakes have been excavated completely as a part of the Phase 1 project.
 - Curb/Gutter - all roadways (for stormwater conveyance purposes).
 - Irrigation - all irrigation mains and associated appurtenances.
 - Landscaping - landscaping in perimeter buffer tract (Phase 1/Requisition #1 only)
 - Permit Costs - permit costs associated with 5a through 5d above.
 - Consultant Costs - consultant design costs associated with 5a through 5d above.

DRAFT

David Hurst P.E.
FL PE #60727

THE NATIONAL GOLF AND COUNTRY CLUB AT AVE MARIA

BONDABLE EARTHWORK COSTS - BOND REQUISITION #1 (REVISED)

BONDABLE EARTHWORK HARD COSTS - REQUISITION 1 REVISED					
Work	Vendor	Quantity	Unit Type	Unit Cost	Requisition 1 - Revised
Overall Earthwork					
Clearing	Ryan Golf	1.54	AC	\$ 3,800.00	\$ 5,860.46
Light Clearing and Mowing (Pasture)	Ryan Golf	16.82	AC	\$ 1,850.00	\$ 31,113.21
Land Prep (Disc Farm Fields & Pasture)	Ryan Golf	151	AC	\$ 250	\$ 37,683.38
Silt Fence - Single Row	Ryan Golf	22,475	LF	\$ 1.75	\$ 39,331.25
Silt Fence - Double Row	Ryan Golf	3,987	LF	\$ 3.50	\$ 13,954.50
Lake Excavation	Ryan Golf	2,032,270	CY	\$ 1.63	\$ 3,312,600.10
(1) Embankment under roadway (2' Above Existing Grade)	Ryan Golf	32,935	CY	\$ 0.30	\$ 9,880.50
Rip-Rap	Ryan Golf	5,032	SY	\$ 60	\$ 301,920.00
NPDES Maintenance	Ryan Golf	18	Month	\$ 2,200	\$ 39,600.00
NPDES NOI	Ryan Golf	1	LS	\$ 19,500	\$ 19,500.00
Survey Stake-Out	Ryan Golf	0.45	LS	\$ 120,000.00	\$ 54,000.00
Survey As-Builts	Ryan Golf	0.45	LS	\$ 88,000.00	\$ 39,600.00
Perimeter Berms					
Clearing	Ryan Golf	1.0	AC	\$ 3,800.00	\$ 3,800.00
Light Clearing and Mowing (Pasture)	Ryan Golf	3.0	AC	\$ 1,850.00	\$ 5,550.00
Land Prep (Disc Farm Fields & Pasture)	Ryan Golf	2.5	AC	\$ 250.00	\$ 625.00
Finish Grading	Ryan Golf	6.5	AC	\$ 825.00	\$ 5,362.50
NPDES Maintenance	Ryan Golf	2	Month	\$ 2,200.00	\$ 4,400.00
Survey Stake-Out	Ryan Golf	1	LS	\$ 5,000.00	\$ 5,000.00
Survey As-Builts	Ryan Golf	1	LS	\$ 5,000.00	\$ 5,000.00
Materials Testing (Densities, Etc.)	Ryan Golf	1	LS	\$ 8,250.00	\$ 8,250.00
Perimeter Berm Grading	Ryan Golf	24,965	LF	\$ 2.25	\$ 56,171.25
Entry Area					
Land Prep (Disc Farm Fields & Pasture)	Ryan Golf	3.0	AC	\$ 250.00	\$ 750.00
Seed and Mulch Future Development Areas	Ryan Golf	1	AC	\$ 1,200.00	\$ 1,200.00
Finish Grading	Ryan Golf	3	AC	\$ 825.00	\$ 2,475.00
NPDES Maintenance	Ryan Golf	1	Month	\$ 2,200.00	\$ 2,200.00
Survey Stake-Out	Ryan Golf	1	LS	\$ 7,500.00	\$ 7,500.00
Survey As-Builts	Ryan Golf	1	LS	\$ 3,500.00	\$ 3,500.00
Materials Testing (Densities, Etc.)	Ryan Golf	1	LS	\$ 1,000.00	\$ 1,000.00
Demuck Existing Ag Ditches (As-Needed)	Ryan Golf	1,000	LF	\$ 1.50	\$ 1,500.00
Construction Entrance	Ryan Golf	1	LS	\$ 3,500.00	\$ 3,500.00
Site Cut Excavation	Ryan Golf	25	CY	\$ 1.75	\$ 43.75
Off-Site					
Clearing	Ryan Golf	1	AC	\$ 3,800.00	\$ 3,800.00
Land Prep (Disc Farm Fields & Pasture)	Ryan Golf	1	AC	\$ 250.00	\$ 250.00
Finish Grading	Ryan Golf	1	AC	\$ 825.00	\$ 825.00
NPDES Maintenance	Ryan Golf	1	Month	\$ 2,200.00	\$ 2,200.00
Survey Stake-Out	Ryan Golf	1	LS	\$ 2,500.00	\$ 2,500.00
Survey As-Builts	Ryan Golf	1	LS	\$ 1,000.00	\$ 1,000.00
Materials Testing (Densities, Etc.)	Ryan Golf	1	LS	\$ 1,500.00	\$ 1,500.00
Total Requisition 1 Revised Earthwork Hard Costs					\$ 4,034,945.91

(1) Embankment under roadway has been added to the revised bond requisition calculation, pursuant to coordination with AMSCD's Engineer. It was determined that elevating the road corridor 2' above existing grade serves as a water management function as it is necessary to meet SFWM criteria.

Pro-rate based on Total Cost	45.0%
Pro-rate based on lake acreage	34.9%
Total Project Area:	490.37 acres
Total Lake Tracts Area:	171.1 acres
Total 1 Earthwork Contract Value:	\$ 7,992,331.93

THE NATIONAL GOLF AND COUNTRY CLUB AT AVE MARIA

BONDABLE CURB/GUTTER COSTS - BOND REQUISITION #1 (REVISED)

BONDABLE CURB/GUTTER HARD COSTS - REQUISITION 1 REVISED					
Work	Vendor	Quantity	Unit Type	Unit Cost	Requisition 1 - Revised
Type 'A' Curb	Ryan Golf	2,445	LF	\$ 11.85	\$ 28,973.25
Type 'F' Curb	Ryan Golf	2,688	LF	\$ 11.00	\$ 29,568.00
2' Valley Gutter	Ryan Golf	14,546	LF	\$ 8.90	\$ 129,459.40
Survey Stake-Out	Ryan Golf	0.11	LS	\$ 42,000.00	\$ 4,410.00
Survey As-Builts	Ryan Golf	0.11	LS	\$ 8,650.00	\$ 908.25
Materials Testing (Densities, Etc.)	Ryan Golf	0.11	LS	\$ 13,650.00	\$ 1,433.25
Perimeter Berms					
Bahia Sod (10' Perimeter Landscape Tract/ Area)	Ryan Golf	26,678	SY	\$ 1.98	\$ 52,822.44
Off-Site					
1 1/4" Asphaltic Concrete Type S-I (Structural Course) (within Ave Maria Blvd R.O.W.)	Ryan Golf	2,084	SY	\$ 8.15	\$ 16,984.60
3/4" Asphaltic Concrete Type S-III (Top Course) (within Ave Maria Blvd R.O.W.)	Ryan Golf	2,084	SY	\$ 6.75	\$ 14,067.00
8" Limerock Base	Ryan Golf	2,084	SY	\$ 10.70	\$ 22,298.80
12" Stabilized Subgrade	Ryan Golf	2,300	SY	\$ 3.00	\$ 6,900.00
Type 'A' Curb	Ryan Golf	88	LF	\$ 11.85	\$ 1,042.80
Type 'F' Curb	Ryan Golf		LF		
Type 'F' Pitch-Out Curb (within Ave Maria Blvd)	Ryan Golf	689	LF	\$ 15.35	\$ 10,576.15
5' Concrete Sidewalk (4" Thick)	Ryan Golf	840	SF	\$ 3.65	\$ 3,066.00
ADA Detectable Warning	Ryan Golf	8	EA	\$ 725.00	\$ 5,800.00
Bahia Sod (within Ave Maria Blvd)	Ryan Golf	1,308	SY	\$ 2.25	\$ 2,943.00
Demo (Ave Maria Blvd)	Ryan Golf	1	LS	\$ 24,000.00	\$ 24,000.00
Relocate Decorative Light Pole (Ave Maria Blvd Median)	Ryan Golf	1	EA	\$ 2,500.00	\$ 2,500.00
Signage and Striping	Ryan Golf	1	LS	\$ 7,500.00	\$ 7,500.00
MOT	Ryan Golf	1	LS	\$ 6,750.00	\$ 6,750.00
Survey Stake-Out	Ryan Golf	1	LS	\$ 7,500.00	\$ 7,500.00
Survey As-Builts	Ryan Golf	1	LS	\$ 1,500.00	\$ 1,500.00
Materials Testing (Densities, Etc.)	Ryan Golf	1	LS	\$ 1,000.00	\$ 1,000.00
Total Requisition 1 Revised Paving Hard Costs					\$ 382,002.94

Pro-rate based on Phase 1 Total Cost	\$	Phase Requisition Value 188,000.65	\$	Phase Construction Cost 1,798,347.09	Requisition Value / Construction Cost 10.5%
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THE NATIONAL GOLF AND COUNTRY CLUB AT AVE MARIA

BONDABLE DRAINAGE COSTS - BOND REQUISITION #1 (REVISED)

BONDABLE DRAINAGE COSTS - REQUISITION 1 REVISED					
Work	Vendor	Quantity	Unit Type	Unit Cost	Requisition 1 - Revised
Overall Master Water Management System Drainage					
15" RCP Storm Sewer	Ryan Golf/Haleakala	109	LF	\$ 33.00	\$ 3,597.00
18" RCP Storm Sewer	Ryan Golf/Haleakala	262	LF	\$ 44.00	\$ 11,528.00
24" RCP Storm Sewer	Ryan Golf/Haleakala	6,828	LF	\$ 64.00	\$ 436,992.00
30" RCP Storm Sewer	Ryan Golf/Haleakala	908	LF	\$ 86.00	\$ 78,088.00
36" RCP Storm Sewer	Ryan Golf/Haleakala	0	LF	\$ 114.00	\$ -
54" RCP Storm Sewer	Ryan Golf/Haleakala	94	LF	\$ 208.00	\$ 19,552.00
15" Flared End	Ryan Golf/Haleakala	0	EA	\$ 2,375.00	\$ -
18" Flared End	Ryan Golf/Haleakala	3	EA	\$ 2,450.00	\$ 7,350.00
24" Flared End	Ryan Golf/Haleakala	46	EA	\$ 2,735.00	\$ 125,810.00
30" Flared End	Ryan Golf/Haleakala	9	EA	\$ 3,150.00	\$ 28,350.00
36" Flared End	Ryan Golf/Haleakala	0	EA	\$ 3,600.00	\$ -
Valley Gutter Inlet (Double)	Ryan Golf/Haleakala	17	EA	\$ 4,200.00	\$ 71,400.00
Control Structure	Ryan Golf/Haleakala	5	EA	\$ 4,535.00	\$ 22,675.00
Grate Inlet	Ryan Golf/Haleakala	10	EA	\$ 3,820.00	\$ 38,200.00
FDOT Type 6 Curb Inlet	Ryan Golf/Haleakala	0	EA	\$ 5,175.00	\$ -
Junction Box - Round	Ryan Golf/Haleakala	1	EA	\$ 4,250.00	\$ 4,250.00
FDOT Ditch Bottom Inlet - Type "C"	Ryan Golf/Haleakala	0	EA	\$ 2,300.00	\$ -
Connect to Existing Ditch Bottom Inlet	Ryan Golf/Haleakala	4	EA	\$ 750.00	\$ 3,000.00
Modify Top of Ex. Type "C" Inlet to Junction Box Top	Ryan Golf/Haleakala	3	EA	\$ 1,500.00	\$ 4,500.00
Survey Stake-Out	Ryan Golf/Haleakala	0.57	LS	\$ 51,200.00	\$ 29,286.40
Survey As-Builts	Ryan Golf/Haleakala	0.57	LS	\$ 15,500.00	\$ 8,866.00
Material Testing	Ryan Golf/Haleakala	0.57	LS	\$ 11,000.00	\$ 6,292.00
Entry Area					
15" RCP Storm Sewer	Ryan Golf/Haleakala	321	LF	\$ 33.00	\$ 10,593.00
18" RCP Storm Sewer	Ryan Golf/Haleakala	476	LF	\$ 44.00	\$ 20,944.00
18" Flared End	Ryan Golf/Haleakala	1	LF	\$ 2,450.00	\$ 2,450.00
FDOT Type 6 Curb Inlet	Ryan Golf/Haleakala	6	EA	\$ 5,175.00	\$ 31,050.00
Junction Box - Round	Ryan Golf/Haleakala	2	EA	\$ 4,250.00	\$ 8,500.00
Connect to Existing Ditch Bottom Inlet	Ryan Golf/Haleakala	1	EA	\$ 750.00	\$ 750.00
Survey Stake-Out	Ryan Golf/Haleakala	1	LS	\$ 5,000.00	\$ 5,000.00
Survey As-Builts	Ryan Golf/Haleakala	1	LS	\$ 2,000.00	\$ 2,000.00
Material Testing (Utility Backfill Densities, Etc.)	Ryan Golf/Haleakala	1	LS	\$ 2,000.00	\$ 2,000.00
Inlet Protection	Ryan Golf/Haleakala	6	EA	\$ 185.00	\$ 1,110.00
Total Requisition 1 Revised Drainage Hard Costs					\$ 984,133.40

Pro-rate based on Phase 1 Total Cost	\$	Phase Requisition Value 1,087,724.00	\$	Phase Construction Cost 1,903,119.00	Requisition Value / Construction Cost 57.2%
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THE NATIONAL GOLF AND COUNTRY CLUB AT AVE MARIA

BONDABLE IRRIGATION COSTS - BOND REQUISITION #1 (REVISED)

BONDABLE IRRIGATION - REQUISITION 1 REVISED					
Work	Vendor	Quantity	Unit Type	Unit Cost	Requisition 1 - Revised
4" PVC Irrigation Main (C900, DR 18)	Ryan Golf/Haleakala	3,454	LF	\$ 15.00	\$ 51,810.00
4" PVC Irrigation Main (C900, DR 14)	Ryan Golf/Haleakala	392	LF	\$ 15.75	\$ 6,174.00
6" PVC Irrigation Main (C900, DR 18)	Ryan Golf/Haleakala	5,461	LF	\$ 19.50	\$ 106,489.50
6" PVC Irrigation Main (C900, DR 14)	Ryan Golf/Haleakala	563	LF	\$ 20.70	\$ 11,654.10
4" Gate Valve	Ryan Golf/Haleakala	9	EA	\$ 1,050.00	\$ 9,450.00
6" Gate Valve	Ryan Golf/Haleakala	24	EA	\$ 1,250.00	\$ 30,000.00
1-1/2" Double Irrigation Service (Short Side) (Complete)	Ryan Golf/Haleakala	21	EA	\$ 820.00	\$ 17,220.00
1-1/2" Double Irrigation Service (Long Side) (Complete)	Ryan Golf/Haleakala	22	EA	\$ 995.00	\$ 21,890.00
1" Double Irrigation Service (Short Side) (Complete)	Ryan Golf/Haleakala	3	EA	\$ 555.00	\$ 1,665.00
1" Double Irrigation Service (Long Side) (Complete)	Ryan Golf/Haleakala	7	EA	\$ 735.00	\$ 5,145.00
Permanent Blow-Off (Excludes Gate Valve)	Ryan Golf/Haleakala	3	EA	\$ 2,300.00	\$ 6,900.00
Remove Ex. Blow-Off and Connect to Ex. Irrigation	Ryan Golf/Haleakala	1	EA	\$ 3,725.00	\$ 3,725.00
Remove Ex. Blow-Off and Connect to Ex. Irrigation	Ryan Golf/Haleakala	1	EA	\$ 3,725.00	\$ 3,725.00
Cut-In to Ex. Irrigation Main	Ryan Golf/Haleakala	2	EA	\$ 4,000.00	\$ 8,000.00
Survey Stake-Out	Ryan Golf/Haleakala	0.97	LS	\$ 13,150.00	\$ 12,794.95
Survey As-Builts	Ryan Golf/Haleakala	0.97	LS	\$ 4,000.00	\$ 3,892.00
Testing (Pressure Tests, Etc.)	Ryan Golf/Haleakala	0.97	LS	\$ 2,750.00	\$ 2,675.75
Material Testing (Utility Backfill Densities, Etc.)	Ryan Golf/Haleakala	0.97	LS	\$ -	\$ -
Total Requisition 1 Revised Irrigation Hard Costs					\$ 303,210.30

Pro-rate based on Phase 1 Total Cost	\$	Phase Requisition Value 283,847.60	\$	Phase Construction Cost 291,847.60	Req. Value / Total Cost 97.3%
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THE NATIONAL GOLF AND COUNTRY CLUB AT AVE MARIA

BONDABLE LANDSCAPING COSTS - BOND REQUISITION #1 (REVISED)

BONDABLE LANDSCAPE HARD COSTS - REQUISITION 1 REVISED					
Work	Vendor	Quantity	Unit Type	Unit Cost	Requisition 1 - Revised
Overall Landscaping					
Street Trees	Sunnygrove	0	EA	\$ 350.00	\$ -
Perimeter Berms					
Perimeter Buffer Tract Landscape & Irrigation (South and East Overall Project PL)	Sunnygrove	1	LS	\$ 15,450.00	\$ 15,450.00
Entry Area					
		N/A	N/A	N/A	N/A
		N/A	N/A	N/A	N/A
		N/A	N/A	N/A	N/A
		N/A	N/A	N/A	N/A
Off-Site					
		N/A	N/A	N/A	N/A
		N/A	N/A	N/A	N/A
		N/A	N/A	N/A	N/A
		N/A	N/A	N/A	N/A
Total Requisition 1 Revised Landscape Hard Costs					\$ 15,450.00

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BONDABLE PERMIT COSTS - BOND REQUISITION #1 (REVISED)

BONDABLE PERMIT COSTS - BOND REQUISITION #1 (REVISED)			
Work	Total Fees	Pro-rata %	Bondable Requisition 1 - Revised Amount
Previous Requisition 1 Permit Costs	\$ 298,087.91	71.3%	\$ 212,409.93
			\$ -
			\$ -
			\$ -
			\$ -
Total Bondable Soft Costs			\$ 212,409.93

South Florida Water Management District & Collier County - Requisition 1 Revised

Premise: For Requisition 1 - Revised, calculate a pro-rata % to apply to Requisition 1 SFWMD and Collier County fees incurred for permit review and construction inspection fees for Requisition 1 improvements. This is done by dividing the Requisition 1 - Revised Bondable Construction Costs by the Requisition 1 - Total Construction Costs. This calculation is based on Bondable Hard Costs, only. Bondable Soft costs are not utilized in this calculation.

Requisition 1 Bondable Construction Costs (Revised)	\$ 5,719,742.55	Note: Taken from Bondable Costs Summary Page
Original Requisition 1 Bondable Construction Costs	\$ 8,026,866.32	Note: Taken from Ryan Golf Contract for Phase 1
Revised Requisition 1 - Bondable Pro-rata % (Bondable/Total Construction Costs)	71.3%	

THE NATIONAL GOLF AND COUNTRY CLUB AT AVE MARIA

BONDABLE CONSULTANT COSTS - BOND REQUISITION #1 (REVISED)

BONDABLE CONSULTANT COSTS - BOND REQUISITION #1 (REVISED)			
Work	Contract Value	Pro-rata %	Bondable Requisition 1 - Revised Amount
Previous Requisition 1 Permit Costs	\$ 254,216.30	71.3%	\$ 181,148
Total Bondable Soft Costs			\$ 181,148.13

Civil Engineering - Requisition 1 Revised

Premise: For Requisition 1 - Revised, calculate a pro-rata % to apply to Requisition 1 SFWMD and Collier County fees incurred for permit review and construction inspection fees for Requisition 1 improvements. This is done by dividing the Requisition 1 - Revised Bondable Construction Costs by the Requisition 1 - Total Construction Costs. This calculation is based on Bondable Hard Costs, only. Bondable Soft costs are not utilized in this calculation.

Requisition 1 Bondable Construction Costs (Revised)	\$ 5,719,742.55	Note: Taken from Bondable Costs Summary Page
Original Requisition 1 Bondable Construction Costs	\$ 8,026,866.32	Note: Taken from Ryan Golf Contract for Phase 1 (Includes 10% discount per RG contract)
Revised Requisition 1 - Bondable Pro-rata % (Bondable/Total Construction Costs)	71.3%	

THE NATIONAL GOLF AND COUNTRY CLUB AT AVE MARIA

BONDABLE EARTHWORK COSTS - BOND REQUISITION #2 (REVISED)

BONDABLE EARTHWORK HARD COSTS - REQUISITION 2 REVISED					
Work	Vendor	Quantity	Unit Type	Unit Cost	Requisition 2 - Revised
Overall Earthwork					
Clearing	Ryan Golf	0.23	AC	\$ 3,800.00	\$ 874.00
Light Clearing and Mowing (Pasture)	Ryan Golf	0.00	AC	\$ 1,850.00	\$ -
Land Prep (Disc Farm Fields & Pasture)	Ryan Golf	0.0	AC	\$ 250.00	\$ -
Turbidity Barrier (Amenity Center Phase 1)	Ryan Golf	286	LF	\$ 13.50	\$ 3,861.00
Turbidity Barrier / Inlet Protection (Phase 2 PPL)	Ryan Golf	919	LF	\$ 13.50	\$ 12,406.50
Swale Grading (Amenity Center Phase 1)	Ryan Golf	498	SY	\$ 3.35	\$ 1,668.30
Construction Entrance (Phase 2 PPL)	Ryan Golf	2	EA	\$ 4,650.00	\$ 9,300.00
Rip-Rap with Mirafi Fabric (Amenity Center Phase 1)	Ryan Golf	6	SY	\$ 125.00	\$ 750.00
(1) Embankment under Roadway (2' Above Existing Grade) (Amenity Center Phase 1)	Ryan Golf	4,264	CY	\$ 0.30	\$ 1,279.20
(1) Embankment under Roadway (2' Above Existing Grade) (Phase 2 PPL)	Ryan Golf	12,089	CY	\$ 0.30	\$ 3,626.70
Finish Grading (Amenity Center Phase 1)	Ryan Golf	1.91	AC	\$ 2,500.00	\$ 4,775.00
Finish Grading (Phase 2 PPL)	Ryan Golf	4.39	AC	\$ 1,100.00	\$ 4,829.00
Re-grade after Dry Utilities (Phase 2 PPL)	Ryan Golf	1.00	LS	\$ 172.50	\$ 172.50
NPDES Maintenance (Amenity Center Phase 1)	Ryan Golf	8	Month	\$ 172.50	\$ 1,380.00
NPDES Maintenance (Phase 2 PPL)	Ryan Golf	7	Month	\$ 1,500.00	\$ 10,500.00
Survey Stake-Out (Amenity Center Phase 1)	Ryan Golf	0.11	LS	\$ 4,655.00	\$ 512.05
Survey Stake-Out (Phase 2 PPL)	Ryan Golf	0.65	LS	\$ 5,000.00	\$ 3,250.00
Survey As-Builts (Amenity Center Phase 1)	Ryan Golf	0.11	LS	\$ 2,000.00	\$ 220.00
Survey As-Builts (Phase 2 PPL)	Ryan Golf	0.65	LS	\$ 2,000.00	\$ 1,300.00
Sub-Total Requisition 2 Revised Earthwork Hard Costs				\$	60,704.25
Bondable Requisition 2 Earthwork Hard Costs				\$	60,704.25

(1) Embankment under roadway has been added to the revised bond requisition calculation, pursuant to coordination with AMSCD's Engineer. It was determined that elevating the road corridor 2' above existing grade serves as a water management function as it is necessary to meet SFWMD criteria.

THE NATIONAL GOLF AND COUNTRY CLUB AT AVE MARIA

BONDABLE CURB/GUTTER COSTS - BOND REQUISITION #2 (REVISED)

BONDABLE CURB/GUTTER HARD COSTS - REQUISITION 2 REVISION					
Work	Vendor	Quantity	Unit Type	Unit Cost	Requisition 2 - Revised
Amenity Phase 1					
2' Valley Gutter (Amenity Center Phase 1)	Ryan Golf	2,323	LF	\$ 11.00	\$ 25,553.00
4' Sidewalk Valley Crossing (Amenity Center Phase 1)	Ryan Golf	226	LF	\$ 30.50	\$ 6,893.00
M.O.T. (Amenity Center Phase 1)	Ryan Golf	0.05	LS	\$ 6,500.00	\$ 338.00
Survey Stake-Out (Amenity Center Phase 1)	Ryan Golf	0.05	LS	\$ 18,000.00	\$ 936.00
Survey As-Builts (Amenity Center Phase 1)	Ryan Golf	0.05	LS	\$ 9,000.00	\$ 468.00
Materials Testing (Densities, Etc.) (Amenity Center Phase 1)	Ryan Golf	0.05	LS	\$ 10,000.00	\$ 520.00
Phase 2 PPL					
Type 'A' Curb (Phase 2 PPL)	Ryan Golf	151	LF	\$ 11.85	\$ 1,789.35
2' Valley Gutter (Phase 2 PPL)	Ryan Golf	6,895	LF	\$ 8.90	\$ 61,365.50
4' Sidewalk Valley Crossing (Phase 2 PPL)	Ryan Golf	132	LF	\$ 27.50	\$ 3,630.00
M.O.T. (Phase 2 PPL)	Ryan Golf	0.21	LS	\$ 3,750.00	\$ 768.75
Survey Stake-Out (Phase 2 PPL)	Ryan Golf	0.21	LS	\$ 31,500.00	\$ 6,457.50
Survey As-Builts (Phase 2 PPL)	Ryan Golf	0.21	LS	\$ 3,500.00	\$ 717.50
Materials Testing (Densities, Etc.) (Phase 2 PPL)	Ryan Golf	0.21	LS	\$ 11,500.00	\$ 2,357.50
Sub-Total Requisition 2 Revised Curb/Gutter Hard Costs					\$ 111,794.10
Bondable Requisition 2 Curb/Gutter Hard Costs					\$ 111,794.10

Amenity Phase 1 Pro-rate Calculation	\$	Phase Requisition Value 32,446.00	\$	Phase Construction Cost 627,971.74	Requisition Value / Construction Cost 5.2%
Phase 2 PPL Pro-rate Calculation	\$	66,784.85	\$	325,935.70	20.5%

THE NATIONAL GOLF AND COUNTRY CLUB AT AVE MARIA

BONDABLE DRAINAGE COSTS - BOND REQUISITION #2 (REVISED)

BONDABLE DRAINAGE COSTS - REQUISITION 2 REVISED					
Work	Vendor	Quantity	Unit Type	Unit Cost	Requisition 2 - Revised
Overall Master Water Management System Drainage					
Phase 1 PPL					
18" RCP Storm Sewer (Phase 1 PPL)	Ryan Goff/Haleakala	321	LF	\$ 44.00	\$ 14,124.00
24" RCP Storm Sewer (Phase 1 PPL)	Ryan Goff/Haleakala	579	LF	\$ 64.00	\$ 37,056.00
18" Flared End (Phase 1 PPL)	Ryan Goff/Haleakala	5	LF	\$ 2,450.00	\$ 12,250.00
24" Flared End (Phase 1 PPL)	Ryan Goff/Haleakala	8	LF	\$ 2,735.00	\$ 21,880.00
Grate Inlet (Phase 1 PPL)	Ryan Goff/Haleakala	1	EA	\$ 3,820.00	\$ 3,820.00
Survey Stake-Out (Phase 1 PPL)	Ryan Goff/Haleakala	0.05	LS	\$ 51,200.00	\$ 2,406.40
Survey As-Builts (Phase 1 PPL)	Ryan Goff/Haleakala	0.05	LS	\$ 15,500.00	\$ 728.50
Material Testing (Utility backfill densities, etc.) (Phase 1 PPL)	Ryan Goff/Haleakala	0.05	LS	\$ 11,000.00	\$ 517.00
Amenity Center Phase 1					
15" RCP Storm Sewer (Amenity Center Phase 1)	Ryan Goff/Haleakala	228	LF	\$ 33.00	\$ 7,524.00
18" RCP Storm Sewer (Amenity Center Phase 1)	Ryan Goff/Haleakala	8	LF	\$ 45.00	\$ 360.00
Double Valley Gutter Inlet (Amenity Center Phase 1)	Ryan Goff/Haleakala	6	EA	\$ 4,280.00	\$ 25,680.00
Ditch Bottom Inlet Type 'C' w/ Side Inlets (Amenity Center Phase 1)	Ryan Goff/Haleakala	1	EA	\$ 2,300.00	\$ 2,300.00
Remove Plug and/or Connect to Existing RCP (Amenity Center Phase 1)	Ryan Goff/Haleakala	1	EA	\$ 550.00	\$ 550.00
Remove Knockout and Connect to Existing Grate Inlet (Amenity Center Phase 1)	Ryan Goff/Haleakala	1	EA	\$ 550.00	\$ 550.00
Survey Stake-Out (Amenity Center Phase 1)	Ryan Goff/Haleakala	0.10	LS	\$ 11,100.00	\$ 1,054.50
Survey As-Builts (Amenity Center Phase 1)	Ryan Goff/Haleakala	0.10	LS	\$ 5,500.00	\$ 522.50
Material Testing (Utility backfill densities, etc.) (Amenity Center Phase 1)	Ryan Goff/Haleakala	0.10	LS	\$ 4,500.00	\$ 427.50
Phase 1 Multi-Family SDP					
24" RCP Storm Sewer (Phase 1 Multi-Family SDP)	Ryan Goff/Haleakala	178	LF	\$ 62.10	\$ 11,053.80
Single Valley Gutter Inlet (Phase 1 Multi-Family SDP)	Ryan Goff/Haleakala	2	EA	\$ 4,075.00	\$ 8,150.00
Ditch Bottom Inlet Type 'C' (Phase 1 Multi-Family SDP)	Ryan Goff/Haleakala	1	EA	\$ 2,235.00	\$ 2,235.00
Remove Plug and/or Connect to Existing RCP (Phase 1 Multi-Family SDP)	Ryan Goff/Haleakala	2	EA	\$ 535.00	\$ 1,070.00
Survey Stake-Out (Phase 1 Multi-Family SDP)	Ryan Goff/Haleakala	0.14	LS	\$ 5,000.00	\$ 720.00
Material Testing (Utility backfill densities, etc.) (Phase 1 Multi-Family SDP)	Ryan Goff/Haleakala	0.14	LS	\$ 1,700.00	\$ 244.80
Phase 2 PPL					
15" RCP Storm Sewer (Phase 2 PPL)	Ryan Goff/Haleakala	104	LF	\$ 33.00	\$ 3,432.00
18" RCP Storm Sewer (Phase 2 PPL)	Ryan Goff/Haleakala	475	LF	\$ 45.00	\$ 21,375.00
24" RCP Storm Sewer (Phase 2 PPL)	Ryan Goff/Haleakala	394	LF	\$ 65.00	\$ 25,610.00
Double Valley Gutter Inlet (Phase 2 PPL)	Ryan Goff/Haleakala	12	EA	\$ 4,600.00	\$ 55,200.00
Single Valley Gutter Inlet (Phase 2 PPL)	Ryan Goff/Haleakala	2	EA	\$ 4,200.00	\$ 8,400.00
Remove Plug and Install Inlet (Phase 2 PPL)	Ryan Goff/Haleakala	2	EA	\$ 550.00	\$ 1,100.00
Remove Plug and Connect to RCP (Phase 2 PPL)	Ryan Goff/Haleakala	6	EA	\$ 550.00	\$ 3,300.00
Survey Stake-Out (Phase 2 PPL)	Ryan Goff/Haleakala	1	LS	\$ 7,000.00	\$ 7,000.00
Survey As-Builts (Phase 2 PPL)	Ryan Goff/Haleakala	1	LS	\$ 2,500.00	\$ 2,500.00
Material Testing (Utility backfill densities, etc.) (Phase 2 PPL)	Ryan Goff/Haleakala	1	LS	\$ 3,350.00	\$ 3,350.00
Phase 2 Multi-Family SDP					
24" RCP Storm Sewer (Phase 2 Multi-Family SDP)	Ryan Goff/Haleakala	174	LF	\$ 65.00	\$ 11,310.00
Single Valley Gutter Inlet (Phase 2 Multi-Family SDP)	Ryan Goff/Haleakala	1	EA	\$ 4,075.00	\$ 4,075.00
Ditch Bottom Inlet (Phase 2 Multi-Family SDP)	Ryan Goff/Haleakala	1	EA	\$ 2,750.00	\$ 2,750.00
RCP Plug (Phase 2 Multi-Family SDP)	Ryan Goff/Haleakala	13	EA	\$ 450.00	\$ 5,850.00
Remove Plug and Connect to RCP (Phase 2 Multi-Family SDP)	Ryan Goff/Haleakala	2	EA	\$ 550.00	\$ 1,100.00
Survey Stake-Out (Phase 2 Multi-Family SDP)	Ryan Goff/Haleakala	0.19	LS	\$ 6,300.00	\$ 1,222.20
Survey As-Builts (Phase 2 Multi-Family SDP)	Ryan Goff/Haleakala	0.19	LS	\$ 1,900.00	\$ 368.60
Material Testing (Utility backfill densities, etc.) (Phase 2 Multi-Family SDP)	Ryan Goff/Haleakala	0.19	LS	\$ 2,200.00	\$ 426.80
Sub-Total Requisition 2 Revised Drainage Hard Costs					\$ 313,593.60
Requisition 2 Revised Drainage Hard Costs					\$ 313,593.60

	Phase Requisition Value	Phase Construction Cost	Requisition Value / Construction Cost
Phase 1 PPL Pro-rate Calculation	\$ 89,130.00	\$ 1,903,119.00	4.7%
Amenity Center Phase 1 Pro-rate Calculation	\$ 36,964.00	\$ 389,808.00	9.5%
Phase 1 Multi-Family Pro-rate Calculation	\$ 22,508.80	\$ 156,132.95	14.4%
Phase 2 PPL Pro-rate Calculation	\$ 118,417.00	\$ 118,417.00	100.0%
Phase 2 Multi-Family Pro-rate Calculation	\$ 25,085.00	\$ 129,463.00	19.4%

THE NATIONAL GOLF AND COUNTRY CLUB AT AVE MARIA
BONDABLE IRRIGATION COSTS - BOND REQUISITION #2 (REVISED)

BONDABLE IRRIGATION - REQUISITION 2 REVISED					
Work	Vendor	Quantity	Unit Type	Unit Cost	Requisition - Revised
Amenity Center Phase 1					
4" PVC Irrigation Main (C900, DR 18) (Amenity Center Phase 1)	Ryan Golf/Haleakala	78	LF	\$ 15.50	\$ 1,209.00
4" PVC Irrigation Main (C900, DR 14) (Amenity Center Phase 1)	Ryan Golf/Haleakala	83	LF	\$ 16.50	\$ 1,369.50
6" PVC Irrigation Main (C900, DR 18) (Amenity Center Phase 1)	Ryan Golf/Haleakala	1,135	LF	\$ 20.00	\$ 22,700.00
6" PVC Irrigation Main (C900, DR 14) (Amenity Center Phase 1)	Ryan Golf/Haleakala	133	LF	\$ 22.00	\$ 2,926.00
4" Gate Valve (Amenity Center Phase 1)	Ryan Golf/Haleakala	2	EA	\$ 1,075.00	\$ 2,150.00
6" Gate Valve (Amenity Center Phase 1)	Ryan Golf/Haleakala	4	EA	\$ 1,300.00	\$ 5,200.00
Temporary Blow-Off (Includes Gate Valve) (Amenity Center Phase 1)	Ryan Golf/Haleakala	4	EA	\$ 850.00	\$ 3,400.00
Remove Ex. Blow-Off and Connect to Ex. Irrigation (Amenity Center Phase 1)	Ryan Golf/Haleakala	3	EA	\$ 3,000.00	\$ 9,000.00
CO#3 4" Reuse BFP w/Meter (Amenity Center Phase 1)	Ryan Golf/Haleakala	1	EA	\$ 17,452.00	\$ 17,452.00
Survey Stake-Out (Amenity Center Phase 1)	Ryan Golf/Haleakala	0.98	LS	\$ 700.00	\$ 682.50
Survey As-Builts (Amenity Center Phase 1)	Ryan Golf/Haleakala	0.98	LS	\$ 250.00	\$ 243.75
Testing (Pressure Tests, Etc.) (Amenity Center Phase 1)	Ryan Golf/Haleakala	0.98	LS	\$ 1,650.00	\$ 1,608.75
Phase 1 Multi-Family SDP					
4" PVC Irrigation Main (C900, DR 18) (Phase 1 Multi-Family SDP)	Ryan Golf/Haleakala	5	LF	\$ 14.55	\$ 72.75
Remove Ex. Blow-Off and Connect to Ex. Irrigation (Phase 1 Multi-Family SDP)	Ryan Golf/Haleakala	1	EA	\$ 3,615.00	\$ 3,615.00
Install Irrigation Meter Box (Phase 1 Multi-Family SDP)	Ryan Golf/Haleakala	1	EA	\$ 1,000.00	\$ 1,000.00
4" Reuse BFP w/Meter (Phase 1 Multi-Family SDP)	Ryan Golf/Haleakala	1	EA	\$ 17,450.00	\$ 17,450.00
Survey Stake-Out (Phase 1 Multi-Family SDP)	Ryan Golf/Haleakala	0.38	LS	\$ 2,500.00	\$ 942.50
Testing (Pressure Tests, Etc.) (Phase 1 Multi-Family SDP)	Ryan Golf/Haleakala	0.38	LS	\$ 1,750.00	\$ 659.75
Material Testing (Utility Backfill Densities, Etc.) (Phase 1 Multi-Family SDP)	Ryan Golf/Haleakala	0.38	LS	\$ 800.00	\$ 301.60
Phase 2 PPL					
4" PVC Irrigation Main (C900, DR 18) (Phase 2 PPL)	Ryan Golf/Haleakala	3,251	LF	\$ 15.50	\$ 50,390.50
4" PVC Irrigation Main (C900, DR 14) (Phase 2 PPL)	Ryan Golf/Haleakala	212	LF	\$ 16.50	\$ 3,498.00
4" Gate Valve (Phase 2 PPL)	Ryan Golf/Haleakala	7	EA	\$ 1,075.00	\$ 7,525.00
1-1/2" Double Irrigation Service (Short Side) (Complete) (Phase 2 PPL)	Ryan Golf/Haleakala	7	EA	\$ 985.00	\$ 6,895.00
1-1/2" Double Irrigation Service (Long Side) (Complete) (Phase 2 PPL)	Ryan Golf/Haleakala	13	EA	\$ 1,210.00	\$ 15,730.00
1" Single Irrigation Service (Short Side) (Complete) (Phase 2 PPL)	Ryan Golf/Haleakala	2	EA	\$ 650.00	\$ 1,300.00
1" Single Irrigation Service (Long Side) (Complete) (Phase 2 PPL)	Ryan Golf/Haleakala	4	EA	\$ 850.00	\$ 3,400.00
2" Single Irrigation Service (Short Side) (Complete) (Phase 2 PPL)	Ryan Golf/Haleakala	5	EA	\$ 850.00	\$ 4,250.00
2" Single Irrigation Service (Long Side) (Complete) (Phase 2 PPL)	Ryan Golf/Haleakala	7	EA	\$ 1,050.00	\$ 7,350.00
Temporary Blow-Off (Includes Gate Valve) (Phase 2 PPL)	Ryan Golf/Haleakala	2	EA	\$ 1,350.00	\$ 2,700.00
Permanent Blow-Off (Includes Gate Valve) (Phase 2 PPL)	Ryan Golf/Haleakala	1	EA	\$ 2,900.00	\$ 2,900.00
Remove Ex. Blow-Off and Connect to Ex. Irrigation (Phase 2 PPL)	Ryan Golf/Haleakala	2	EA	\$ 3,725.00	\$ 7,450.00
Install Irrigation Meter Box (Phase 2 PPL)	Ryan Golf/Haleakala	38	EA	\$ 250.00	\$ 9,500.00
Survey Stake-Out (Phase 2 PPL)	Ryan Golf/Haleakala	0.96	LS	\$ 9,500.00	\$ 9,101.00
Survey As-Builts (Phase 2 PPL)	Ryan Golf/Haleakala	0.96	LS	\$ 3,000.00	\$ 2,874.00
Testing (Pressure Tests, Etc.) (Phase 2 PPL)	Ryan Golf/Haleakala	0.96	LS	\$ 2,800.00	\$ 2,682.40
Phase 2 Multi-Family SDP					
4" PVC Irrigation Main (C900, DR 18) (Phase 2 Multi-Family SDP)	Ryan Golf/Haleakala	743	LF	\$ 16.50	\$ 12,259.50
4" PVC Irrigation Main (C900, DR 14) (Phase 2 Multi-Family SDP)	Ryan Golf/Haleakala	110	LF	\$ 17.25	\$ 1,897.50
Permanent Blow-Off (Includes Gate Valve) (Phase 2 Multi-Family SDP)	Ryan Golf/Haleakala	1	EA	\$ 1,900.00	\$ 1,900.00
Remove Ex. Blow-Off and Connect to Ex. Irrigation (Phase 2 Multi-Family SDP)	Ryan Golf/Haleakala	2	EA	\$ 3,725.00	\$ 7,450.00
Install Irrigation Meter Box (Phase 2 Multi-Family SDP)	Ryan Golf/Haleakala	4	EA	\$ 350.00	\$ 1,400.00
Irrigation Meter (Phase 2 Multi-Family SDP)	Ryan Golf/Haleakala	16	EA	\$ 1,000.00	\$ 16,000.00
Survey Stake-Out (Phase 2 Multi-Family SDP)	Ryan Golf/Haleakala	1	LS	\$ 4,000.00	\$ 4,000.00
Survey As-Builts (Phase 2 Multi-Family SDP)	Ryan Golf/Haleakala	1	LS	\$ 1,200.00	\$ 1,200.00
Testing (Pressure Tests, Etc.) (Phase 2 Multi-Family SDP)	Ryan Golf/Haleakala	1	LS	\$ 1,650.00	\$ 1,650.00
Sub-Total Requisition 2 Revised Irrigation Hard Costs					\$ 277,286.00
Requisition 2 - Revised Bondable Irrigation Hard Costs					\$ 277,286.00

Amenity Center Phase 1 Pro-rate Calculation	\$	Phase Requisition Value	65,406.50	\$	Phase Construction Cost	67,106.50	Requisition Value / Construction Cost	97.5%
Phase 1 Multi-Family Pro-rate Calculation	\$		22,137.75	\$		58,656.10		37.7%
Phase 2 PPL Pro-rate Calculation	\$		124,786.00	\$		130,238.50		95.8%
Phase 2 Multi-Family Pro-rate Calculation	\$		40,907.00	\$		40,907.00		100.0%

THE NATIONAL GOLF AND COUNTRY CLUB AT AVE MARIA

BONDABLE LANDSCAPING COSTS - BOND REQUISITION #2 (REVISED)

BONDABLE LANDSCAPE HARD COSTS - REQUISITION 2 REVISED					
Work	Vendor	Quantity	Unit Type	Unit Cost	Requisition 2 - Revised
Overall Landscaping					
Street Trees	Sunnygrove	0	EA	\$ 350.00	\$ -
Sub-Total Requisition 2 Revised Landscape Hard Costs					\$ -
10% Reduction to relevant contract amounts per Sunnygrove Contract					\$ -
Total Bondable Requisition 2 Landscape Hard Costs					\$ -

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BONDABLE PERMIT COSTS - BOND REQUISITION #2 (REVISED)

BONDABLE PERMIT COSTS - BOND REQUISITION #2 (REVISED)			
Work	Total Fees	Pro-rata %	Bondable Requisition 2 - Revised Amount
Previous Requisition 2 Permit Costs	\$ 22,118.32	54%	\$ 11,991.31
			\$ -
			\$ -
			\$ -
			\$ -
Total Bondable Soft Costs			\$ 11,991.31

South Florida Water Management District & Collier County - Phase 2 Revised

Premise: For Requisition 2 - Revised, calculate a pro-rata % to apply to Requisition 2 SFWMD and Collier County fees incurred for permit review and construction inspection fees for Requisition 2 - Revised Improvements. This is done by dividing the Requisition 2 - Revised Bondable Construction Costs by the Total Requisition 2 - Revised Construction Costs. This calculation is based on Bondable Hard Costs, only. Bondable Soft costs are not utilized in this calculation.

Requisition 2 Bondable Construction Costs (Revised)	\$ 763,377.95	Note: Taken from Bondable Costs Summary Page
Original Requisition 2 Bondable Construction Costs	\$ 1,408,072.93	Note: Calculated using National Bond Requisition 2 Reimbursement Summary
Revised Requisition 2 - Revised Bondable Pro-rata % (Bondable/Total Construction Costs)	54%	

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BONDABLE CONSULTANT COSTS - BOND REQUISITION #2 (REVISED)

BONDABLE CONSULTANT COSTS - BOND REQUISITION #2 (REVISED)			
Work	Contract Value	Pro-rata %	Bondable Requisition 2 - Revised Amount
Civil Engineer - Previous Requisition 2 Consultant Costs	\$ 101,814.75	54%	\$ 55,198
			\$ -
Total Bondable Soft Costs			\$ 55,198.23

Civil Engineering - Requisition 2 Revised

Premise: For Requisition 2 - Revised, calculate a pro-rata % to apply to Requisition 2 civil engineering fees incurred for design, permitting, and construction of Requisition 2 - Revised Improvements. This is done by dividing the Requisition 2 - Revised Bondable Construction Costs by the Requisition 2 - Total Construction Costs. This calculation is based on Bondable Hard Costs, only. Bondable Soft costs are not utilized in this calculation.

Requisition 2 Bondable Construction Costs (Revised) \$ 763,377.95 *Note: Taken from Bondable Costs Summary Page*

Original Requisition 2 Bondable Construction Costs \$ 1,408,072.93 *Note: Calculated using National Bond Requisition 2 Reimbursement Summary*

Revised Requisition 2 - Bondable Pro-rata % (Bondable/Total Construction Costs) 54%

Civil Engineering - Bonding Services

Premise: It is assumed that 100% of the Civil Engineering fees related to Bonding Services, is Bondable.

THE NATIONAL GOLF AND COUNTRY CLUB AT AVE MARIA

BONDABLE EARTHWORK COSTS - BOND REQUISITION #3

BONDABLE EARTHWORK HARD COSTS - REQUISITION 3					
Work	Vendor	Quantity	Unit Type	Unit Cost	Requisition 3
Overall Earthwork					
Phase 3 PPL					
Turbidity Barrier / Inlet Protection (Phase 3 PPL)	Ryan Golf	3,974	LF	\$ 14.00	\$ 55,636.00
(1) Embankment under roadway (2' Above Existing Grade) (Phase 3 PPL)	Ryan Golf	31,015	CY	\$ 0.30	\$ 9,304.50
Construction Entrance (Phase 3 PPL)	Ryan Golf	2	EA	\$ 4,650.00	\$ 9,300.00
Finish Grading (Phase 3 PPL)	Ryan Golf	14.86	AC	\$ 1,200.00	\$ 17,832.00
NPDES Maintenance (Phase 3 PPL)	Ryan Golf	10	Month	\$ 1,500.00	\$ 15,000.00
Survey Stake-Out (Phase 3 PPL)	Ryan Golf	0.57	LS	\$ 10,000.00	\$ 5,730.00
Survey As-Built (Phase 3 PPL)	Ryan Golf	0.57	LS	\$ -	\$ -
Materials Testing (Densities, etc.) (Phase 3 PPL)	Ryan Golf	0.57	LS	\$ 8,200.00	\$ 4,698.60
Sub-Total					\$ 117,501.10
Phase 4 PPL					
Silt Fence (Phase 4 PPL) DELETED VIA CHANGE ORDER	Ryan Golf	17,243	LF	\$ 2.00	\$ -
Turbidity Barrier (Phase 4 PPL) DELETED VIA CHANGE ORDER	Ryan Golf	3,265	LF	\$ 14.50	\$ -
Inlet Protection (Phase 4 PPL) DELETED VIA CHANGE ORDER	Ryan Golf	42	EA	\$ 160.00	\$ -
Construction Entrance (Phase 4 PPL)	Ryan Golf	2	EA	\$ 4,850.00	\$ 9,700.00
Embankment under roadway (Grade from On-Site Excavation) (Phase 4 PPL)	Ryan Golf	17,928	CY	\$ 0.30	\$ 5,378.40
NPDES Maintenance (Phase 4 PPL)	Ryan Golf	12	Month	\$ 1,625.00	\$ 19,500.00
Survey Stake-Out (Phase 4 PPL)	Ryan Golf	0.60	LS	\$ 16,000.00	\$ 9,584.00
Survey As-Built (Phase 4 PPL)	Ryan Golf	0.60	LS	\$ -	\$ -
Materials Testing (Densities, etc.) (Phase 4 PPL)	Ryan Golf	0.60	LS	\$ 11,000.00	\$ 6,589.00
Sub-Total					\$ 50,751.40
Sub-Total Requisition 3 Earthwork Hard Costs					\$ 168,252.50
Bondable Requisition 3 Earthwork Hard Costs					\$ 168,252.50

(1) Embankment under roadway has been added to the revised bond requisition calculation, pursuant to coordination with AMSCD's Engineer. It was determined that elevating the road corridor 2' above existing grade serves as a water management function as it is necessary to meet SFWMD criteria.

Phase 3 PPL Pro-rate Calculation	\$	107,072.50	\$	186,984.00	Requisition Value / Construction Cost	57.3%
Phase 4 PPL Pro-rate Calculation	\$	1,324.07	\$	221,098.50		59.9%

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BONDABLE CURB/GUTTER COSTS - BOND REQUISITION #3

BONDABLE CURB/GUTTER HARD COSTS - REQUISITION 3					
Work	Vendor	Quantity	Unit Type	Unit Cost	Requisition 3
PHASE 3 PPL					
Type 'A' Curb (Phase 3 PPL)	Ryan Golf	884	LF	\$ 14.90	\$ 13,171.60
2' Valley Gutter (Phase 3 PPL)	Ryan Golf	21,148	LF	\$ 9.50	\$ 200,906.00
4' Sidewalk Valley Crossing (Phase 3 PPL)	Ryan Golf	573	LF	\$ 31.00	\$ 17,763.00
M.O.T. (Phase 3 PPL)	Ryan Golf	1	LS	\$ 5,500.00	\$ 5,500.00
Survey Stake-Out (Phase 3 PPL)	Ryan Golf	0.18	LS	\$ 75,000.00	\$ 13,500.00
Survey As-Builts (Phase 3 PPL)	Ryan Golf	0.18	LS	\$ -	\$ -
Materials Testing (Densities, Etc.) (Phase 3 PPL)	Ryan Golf	0.18	LS	\$ 13,000.00	\$ 2,340.00
PHASE 4 PPL				Sub-Total	\$ 253,180.60
Type 'A' Curb (Phase 4 PPL)	Ryan Golf	755	LF	\$ 14.90	\$ 11,249.50
2' Valley Gutter (Phase 4 PPL)	Ryan Golf	15,961	LF	\$ 11.65	\$ 185,945.65
Type 'D' Curb (Phase 4 PPL)	Ryan Golf	123	LF	\$ 20.00	\$ 2,460.00
Type 'F' Curb (Phase 4 PPL)	Ryan Golf	61	LF	\$ 22.00	\$ 1,342.00
4' Sidewalk Valley Crossing (Phase 4 PPL)	Ryan Golf	247	LF	\$ 45.00	\$ 11,115.00
3' Valley Gutter Crossing (Phase 4 PPL)	Ryan Golf	67	LF	\$ 35.00	\$ 2,345.00
M.O.T. (Phase 4 PPL) DELETED VIA CHANGE ORDER	Ryan Golf	1.00	LS	\$ 6,750.00	\$ -
Survey Stake-Out (Phase 4 PPL)	Ryan Golf	0.22	LS	\$ 41,650.00	\$ 9,246.30
Survey As-Builts (Phase 4 PPL)	Ryan Golf	0.22	LS	\$ -	\$ -
Materials Testing (Densities, Etc.) (Phase 4 PPL)	Ryan Golf	0.22	LS	\$ 15,000.00	\$ 3,330.00
				Sub-Total	\$ 227,033.45
Sub-Total Requisition 3 Curb/Gutter Hard Costs				\$ 480,214.05	
Bondable Requisition 3 Curb/Gutter Hard Costs				\$ 480,214.05	

Phase 3 PPL Pro-rate Calculation	\$	Phase Requisition Value 237,340.60	\$	Phase Construction Cost 1,316,298.74	Requisition Value / Construction Cost 18.0%
Phase 4 PPL Pro-rate Calculation	\$	220,207.15	\$	993,892.66	22.2%

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BONDABLE DRAINAGE COSTS - BOND REQUISITION #3

BONDABLE DRAINAGE COSTS - REQUISITION 3					
Work	Vendor	Quantity	Unit Type	Unit Cost	Requisition 3
Overall Master Water Management System Drainage					
PHASE 1 PPL					
18" RCP Storm Sewer (Phase 1 PPL)	Ryan Golf/Haleakala	783	LF	\$ 44.00	\$ 34,452.00
24" RCP Storm Sewer (Phase 1 PPL)	Ryan Golf/Haleakala	3,109	LF	\$ 64.00	\$ 198,976.00
30" RCP Storm Sewer (Phase 1 PPL)	Ryan Golf/Haleakala	335	LF	\$ 86.00	\$ 28,810.00
18" Flared End (Phase 1 PPL)	Ryan Golf/Haleakala	13	EA	\$ 2,450.00	\$ 31,850.00
24" Flared End (Phase 1 PPL)	Ryan Golf/Haleakala	34	EA	\$ 2,735.00	\$ 92,990.00
30" Flared End (Phase 1 PPL)	Ryan Golf/Haleakala	3	EA	\$ 3,150.00	\$ 9,450.00
Junction Box - Round (Phase 1 PPL)	Ryan Golf/Haleakala	1	EA	\$ 4,250.00	\$ 4,250.00
Grate Inlet (Phase 1 PPL)	Ryan Golf/Haleakala	11	EA	\$ 3,820	\$ 42,020.00
Control Structure (Phase 1 PPL)	Ryan Golf/Haleakala	3	EA	\$ 4,535	\$ 13,605.00
RCP Plug (Phase 1 PPL)	Ryan Golf/Haleakala	35	EA	\$ 450	\$ 15,750.00
Modify Top of Ex. Type "C" Inlet to Junction Box Top	Ryan Golf/Haleakala	3	EA	\$ 1,500.00	\$ 4,500.00
				Sub-Total	\$ 476,653.00
PHASE 3 PPL					
15" RCP Storm Sewer (Phase 3 PPL)	Ryan Golf/Haleakala	369	LF	\$ 35.00	\$ 12,915.00
18" RCP Storm Sewer (Phase 3 PPL)	Ryan Golf/Haleakala	843	LF	\$ 47.00	\$ 39,621.00
24" RCP Storm Sewer (Phase 3 PPL)	Ryan Golf/Haleakala	2,239	LF	\$ 67.50	\$ 151,132.50
15" Flared End (Phase 3 PPL)	Ryan Golf/Haleakala	1	EA	\$ 2,375.00	\$ 2,375.00
Valley Gutter Inlet (Single) (Phase 3 PPL)	Ryan Golf/Haleakala	2	EA	\$ 4,250.00	\$ 8,500.00
Valley Gutter Inlet (Double) (Phase 3 PPL)	Ryan Golf/Haleakala	41	EA	\$ 4,500.00	\$ 184,500.00
Junction Box - Round (Phase 3 PPL)	Ryan Golf/Haleakala	2	EA	\$ 3,800.00	\$ 7,600.00
Ditch Bottom Inlet (Phase 3 PPL)	Ryan Golf/Haleakala	1	EA	\$ 4,250.00	\$ 4,250.00
Remove Existing Plug and Connect to RCP (Phase 3 PPL)	Ryan Golf/Haleakala	13	EA	\$ 1,050	\$ 13,650.00
Survey Stake-Out (Phase 3 PPL)	Ryan Golf/Haleakala	0.81	LS	\$ 17,500.00	\$ 14,175.00
Survey As-Builts (Phase 3 PPL)	Ryan Golf/Haleakala	0.81	LS	\$ -	\$ -
Material Testing (Densities, etc.) (Phase 3 PPL)	Ryan Golf/Haleakala	0.81	LS	\$ 6,000	\$ 4,860.00
				Sub-Total	\$ 443,578.50
PHASE 3 SDP					
15" RCP Storm Sewer (Phase 3 SDP)	Ryan Golf/Haleakala	212	LF	\$ 41.50	\$ 8,798.00
18" RCP Storm Sewer (Phase 3 SDP)	Ryan Golf/Haleakala	628	LF	\$ 55.00	\$ 34,540.00
24" RCP Storm Sewer (Phase 3 SDP)	Ryan Golf/Haleakala	1,663	LF	\$ 78.00	\$ 129,714.00
Valley Gutter Inlet (Single) (Phase 3 SDP)	Ryan Golf/Haleakala	1	EA	\$ 4,000.00	\$ 4,000.00
Valley Gutter Inlet (Double) (Phase 3 SDP)	Ryan Golf/Haleakala	7	EA	\$ 4,875.00	\$ 34,125.00
Ditch Bottom Inlet (Phase 3 SDP)	Ryan Golf/Haleakala	13	EA	\$ 4,000.00	\$ 52,000.00
Grate Inlet (Phase 3 SDP)	Ryan Golf/Haleakala	2	EA	\$ 4,650	\$ 9,300.00
Core Existing Structure (Phase 3 SDP)	Ryan Golf/Haleakala	6	EA	\$ 1,300.00	\$ 7,800.00
Remove Existing Plug and Install Inlet (Phase 3 SDP)	Ryan Golf/Haleakala	4	EA	\$ 750	\$ 3,000.00
				Sub-Total	\$ 283,277.00
PHASE 4 PPL					
15" RCP Storm Sewer (Phase 4 PPL)	Ryan Golf/Haleakala	78	LF	\$ 50.00	\$ 3,900.00
18" RCP Storm Sewer (Phase 4 PPL)	Ryan Golf/Haleakala	575	LF	\$ 66.00	\$ 37,950.00
24" RCP Storm Sewer (Phase 4 PPL)	Ryan Golf/Haleakala	1,811	LF	\$ 91.50	\$ 165,706.50
30" RCP Storm Sewer (Phase 4 PPL)	Ryan Golf/Haleakala	571	LF	\$ 127.00	\$ 72,517.00
15" Flared End (Phase 4 PPL)	Ryan Golf/Haleakala	1	EA	\$ 2,775.00	\$ 2,775.00
Valley Gutter Inlet (Double) (Phase 4 PPL)	Ryan Golf/Haleakala	30	EA	\$ 6,425.00	\$ 192,750.00
Junction Box - Round (Phase 4 PPL)	Ryan Golf/Haleakala	4	EA	\$ 6,250.00	\$ 25,000.00
Modify and Raise Structure (Phase 4 PPL)	Ryan Golf/Haleakala	1	EA	\$ 1,000.00	\$ 1,000.00
Core Existing Structure (Phase 4 PPL)	Ryan Golf/Haleakala	4	EA	\$ 1,000.00	\$ 4,000.00
Remove Existing Plug and Connect to RCP (Phase 4 PPL)	Ryan Golf/Haleakala	14	EA	\$ 1,050	\$ 14,700.00
Survey Stake-Out (Phase 4 PPL)	Ryan Golf/Haleakala	0.90	LS	\$ 44,150.00	\$ 39,602.55
Survey As-Builts (Phase 4 PPL)	Ryan Golf/Haleakala	0.90	LS	\$ -	\$ -
Material Testing (Densities, etc.) (Phase 4 PPL)	Ryan Golf/Haleakala	0.90	LS	\$ 6,000	\$ 5,382.00
				Sub-Total	\$ 565,283.05
				Sub-Total Requisition 3 Drainage Hard Costs	\$ 1,768,791.55
				10% Reduction to relevant contract amounts per RG Contract	\$ 47,665.30
				Requisition 3 Drainage Hard Costs	\$ 1,721,126.25

Phase 3 PPL Pro-rate Calculation	\$	Phase Requisition Value	424,543.50	\$	Phase Construction Cost	524,105.00	Req. Value / Total Cost	81.0%
Phase 4 PPL Pro-rate Calculation	\$		520,298.50	\$		579,780.50		89.7%

THE NATIONAL GOLF AND COUNTRY CLUB AT AVE MARIA

BONDABLE IRRIGATION COSTS - BOND REQUISITION #3

BONDABLE IRRIGATION - REQUISITION 3					
Work	Vendor	Quantity	Unit Type	Unit Cost	Requisition 3
PHASE 1 PPL					
Cut-In to Ex. Irrigation Main	Ryan Golf/Haleakala	2	EA	\$ 4,000.00	\$ 8,000.00
6" PVC Irrigation Main (C900, DR 18) (Phase 1 PPL)	Ryan Golf/Haleakala	640	LF	\$ 19.50	\$ 12,480.00
				Sub-Total	\$ 20,480.00
PHASE 1 ICP					
4" PVC Irrigation Main (C900, DR 18) (Phase 1 ICP)	Ryan Golf/Haleakala	56	LF	\$ 22.00	\$ 1,232.00
10" PVC Irrigation Main (C900, DR 18) (Phase 1 ICP)	Ryan Golf/Haleakala	3,834	LF	\$ 54.00	\$ 207,036.00
10" Gate Valve (Phase 1 ICP)	Ryan Golf/Haleakala	6	EA	\$ 2,700.00	\$ 16,200.00
Air Release Valve (Phase 1 ICP)	Ryan Golf/Haleakala	3	EA	\$ 2,250.00	\$ 6,750.00
Temporary Blow-Off (Includes Gate Valve) (Phase 1 ICP)	Ryan Golf/Haleakala	2	EA	\$ 2,450.00	\$ 4,900.00
Permanent Blow-Off (Includes Gate Valve) (Phase 1 ICP)	Ryan Golf/Haleakala	1	EA	\$ 3,750.00	\$ 3,750.00
Connect-In to Ex. Irrigation Main (Phase 1 ICP)	Ryan Golf/Haleakala	2	EA	\$ 4,000.00	\$ 8,000.00
Survey Stake-Out (Phase 1 ICP)	Ryan Golf/Haleakala	1	LS	\$ 8,500.00	\$ 8,500.00
Survey As-Builts (Phase 1 ICP)	Ryan Golf/Haleakala	1	LS	\$ 2,500.00	\$ 2,500.00
Testing (Pressure Tests, Etc.) (Phase 1 ICP)	Ryan Golf/Haleakala	1	LS	\$ 3,200.00	\$ 3,200.00
Material Testing (Utility Backfill Densities, Etc.) (Phase 1 ICP)	Ryan Golf/Haleakala	1	LS	\$ 1,000.00	\$ 1,000.00
				Sub-Total	\$ 263,068.00
MAINTENANCE FACILITY SDP					
4" PVC Irrigation Main (C900, DR 18) (Maint.)	Ryan Golf/Haleakala	2	LF	\$ 15.00	\$ 30.00
6" PVC Irrigation Main (C900, DR 18) (Maint.)	Ryan Golf/Haleakala	5	LF	\$ 19.50	\$ 97.50
10" PVC Irrigation Main (C900, DR 18) (Maint.)	Ryan Golf/Haleakala	816	LF	\$ 32.75	\$ 26,724.00
10" PVC Irrigation Main (C900, DR 14) (Maint.)	Ryan Golf/Haleakala	41	LF	\$ 36.00	\$ 1,476.00
Remove Ex. Blow-Off and Connect to Ex. Irrigation (Maint.)	Ryan Golf/Haleakala	1	EA	\$ 3,725.00	\$ 3,725.00
Install Meter Box (Maint.)	Ryan Golf/Haleakala	1	EA	\$ 1,175.00	\$ 1,175.00
Survey Stake-Out (Phase 1 ICP)	Ryan Golf/Haleakala	0.91	LS	\$ 1,575.00	\$ 1,425.38
Testing (Pressure Tests, Etc.) (Phase 1 ICP)	Ryan Golf/Haleakala	0.91	LS	\$ 1,750.00	\$ 1,583.75
				Sub-Total	\$ 36,236.63
PHASE 3 PPL					
4" PVC Irrigation Main (C900, DR 18) (Phase 3 PPL)	Ryan Golf/Haleakala	5,569	LF	\$ 21.00	\$ 116,949.00
4" PVC Irrigation Main (C900, DR 14) (Phase 3 PPL)	Ryan Golf/Haleakala	1,101	LF	\$ 22.00	\$ 24,222.00
8" PVC Irrigation Main (C900, DR 18) (Phase 3 PPL)	Ryan Golf/Haleakala	2,290	LF	\$ 34.50	\$ 79,005.00
8" PVC Irrigation Main (C900, DR 14) (Phase 3 PPL)	Ryan Golf/Haleakala	296	LF	\$ 39.00	\$ 11,544.00
10" PVC Irrigation Main (C900, DR 18) (Phase 3 PPL)	Ryan Golf/Haleakala	2,695	LF	\$ 64.50	\$ 173,827.50
10" PVC Irrigation Main (C900, DR 14) (Phase 3 PPL)	Ryan Golf/Haleakala	232	LF	\$ 71.50	\$ 16,588.00
4" Gate Valve (Phase 3 PPL)	Ryan Golf/Haleakala	32	EA	\$ 1,175.00	\$ 37,600.00
8" Gate Valve (Phase 3 PPL)	Ryan Golf/Haleakala	16	EA	\$ 1,825.00	\$ 29,200.00
10" Gate Valve (Phase 3 PPL)	Ryan Golf/Haleakala	24	EA	\$ 2,575.00	\$ 61,800.00
1-1/2" Double Irrigation Service (Short Side) (Complete) (Phase 3 PPL)	Ryan Golf/Haleakala	15	EA	\$ 1,025.00	\$ 15,375.00
1-1/2" Double Irrigation Service (Long Side) (Complete) (Phase 3 PPL)	Ryan Golf/Haleakala	18	EA	\$ 1,375.00	\$ 24,750.00
1" Single Irrigation Service (Short Side) (Complete) (Phase 3 PPL)	Ryan Golf/Haleakala	6	EA	\$ 900.00	\$ 5,400.00
1" Single Irrigation Service (Long Side) (Complete) (Phase 3 PPL)	Ryan Golf/Haleakala	6	EA	\$ 1,125.00	\$ 6,750.00
2" Single Irrigation Service (Short Side) (Complete) (Phase 3 PPL)	Ryan Golf/Haleakala	24	EA	\$ 1,500.00	\$ 36,000.00
2" Single Irrigation Service (Long Side) (Complete) (Phase 3 PPL)	Ryan Golf/Haleakala	23	EA	\$ 1,825.00	\$ 41,975.00
Install Meter Box (Phase 3 PPL)	Ryan Golf/Haleakala	12	EA	\$ 250.00	\$ 3,000.00
Permanent Blow-Off (Includes Gate Valve) (Phase 3 PPL)	Ryan Golf/Haleakala	6	EA	\$ 3,100.00	\$ 18,600.00
Remove Ex. Blow-Off and Connect to Ex. Irrigation (Phase 3 PPL)	Ryan Golf/Haleakala	3	EA	\$ 4,100.00	\$ 12,300.00
Survey Stake-Out (Phase 3 PPL)	Ryan Golf/Haleakala	0.95	LS	\$ 26,000.00	\$ 24,778.00
Survey As-Builts (Phase 3 PPL)	Ryan Golf/Haleakala	0.95	LS	\$ -	\$ -
Testing (Pressure Tests, Etc.) (Phase 3 PPL)	Ryan Golf/Haleakala	0.95	LS	\$ 6,500.00	\$ 6,194.50
Material Testing (Utility Backfill Densities, Etc.) (Phase 3 PPL)	Ryan Golf/Haleakala	0.95	LS	\$ 2,350.00	\$ 2,239.55

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BONDABLE IRRIGATION COSTS - BOND REQUISITION #3

PHASE 4 PPL				Sub-Total	\$ 748,097.55
4" PVC Irrigation Main (C900, DR 18) (Phase 4 PPL)	Ryan Golf/Haleakala	4,278	LF	\$ 23.00	\$ 98,394.00
4" PVC Irrigation Main (C900, DR 14) (Phase 4 PPL)	Ryan Golf/Haleakala	352	LF	\$ 25.00	\$ 8,800.00
6" PVC Irrigation Main (C900, DR 18) (Phase 4 PPL)	Ryan Golf/Haleakala	1,258	LF	\$ 34.00	\$ 42,772.00
6" PVC Irrigation Main (C900, DR 14) (Phase 4 PPL)	Ryan Golf/Haleakala	149	LF	\$ 38.50	\$ 5,736.50
8" PVC Irrigation Main (C900, DR 18) (Phase 4 PPL)	Ryan Golf/Haleakala	1,888	LF	\$ 55.50	\$ 104,784.00
8" PVC Irrigation Main (C900, DR 14) (Phase 4 PPL)	Ryan Golf/Haleakala	180	LF	\$ 63.00	\$ 11,340.00
4" Gate Valve (Phase 4 PPL)	Ryan Golf/Haleakala	3	EA	\$ 1,700.00	\$ 5,100.00
6" Gate Valve (Phase 4 PPL)	Ryan Golf/Haleakala	2	EA	\$ 2,100.00	\$ 4,200.00
8" Gate Valve (Phase 4 PPL)	Ryan Golf/Haleakala	9	EA	\$ 2,750.00	\$ 24,750.00
Air Release Valve (Phase 4 PPL)	Ryan Golf/Haleakala	5	EA	\$ 2,400.00	\$ 12,000.00
1-1/2" Double Irrigation Service (Short Side) (Complete) (Phase 4 PPL)	Ryan Golf/Haleakala	39	EA	\$ 1,435.00	\$ 55,965.00
1-1/2" Double Irrigation Service (Long Side) (Complete) (Phase 4 PPL)	Ryan Golf/Haleakala	40	EA	\$ 1,985.00	\$ 79,400.00
1" Single Irrigation Service (Short Side) (Complete) (Phase 4 PPL)	Ryan Golf/Haleakala	7	EA	\$ 1,260.00	\$ 8,820.00
1" Single Irrigation Service (Long Side) (Complete) (Phase 4 PPL)	Ryan Golf/Haleakala	10	EA	\$ 1,545.00	\$ 15,450.00
2" Single Irrigation Service (Short Side) (Complete) (Phase 4 PPL)	Ryan Golf/Haleakala	2	EA	\$ 2,200.00	\$ 4,400.00
Install Meter Box (Phase 4 PPL)	Ryan Golf/Haleakala	177	EA	\$ 250.00	\$ 44,250.00
Permanent Blow-Off (Includes Gate Valve) (Phase 4 PPL)	Ryan Golf/Haleakala	2	EA	\$ 3,800.00	\$ 7,600.00
Remove Ex. Blow-Off and Connect to Ex. Irrigation (Phase 4 PPL)	Ryan Golf/Haleakala	5	EA	\$ 3,250.00	\$ 16,250.00
Survey Stake-Out (Phase 4 PPL)	Ryan Golf/Haleakala	0.99	LS	\$ 25,250.00	\$ 24,972.25
Survey As-Builts (Phase 4 PPL)	Ryan Golf/Haleakala	0.99	LS	\$ -	\$ -
Testing (Pressure Tests, Etc.) (Phase 4 PPL)	Ryan Golf/Haleakala	0.99	LS	\$ 4,500.00	\$ 4,450.50
Material Testing (Utility Backfill Densities, Etc.) (Phase 4 PPL)	Ryan Golf/Haleakala	0.99	LS	\$ 2,200.00	\$ 2,175.80
				Sub-Total	\$ 581,610.05

Sub-Total Requisition 3 Irrigation Hard Costs	\$ 1,649,492.23
10% Reduction per RG Contract	\$ 2,048.00

Requisition 3 - Bondable Irrigation Hard Costs	\$ 1,647,444.23
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	Phase Requisition Value	Phase Construction Cost	Requisition Value / Construction Cost
Phase 1 ICP Pro-rate Calculation	\$ 263,068.00	\$ 263,068.00	100.0%
Maintenance Facility Pro-rate Calculation	\$ 33,227.50	\$ 36,727.50	90.5%
Phase 3 PPL Pro-rate Calculation	\$ 714,885.50	\$ 750,535.50	95.3%
Phase 4 PPL Pro-rate Calculation	\$ 550,011.50	\$ 556,311.50	98.9%

THE NATIONAL GOLF AND COUNTRY CLUB AT AVE MARIA

BONDABLE LANDSCAPE COSTS - BOND REQUISITION #3

BONDABLE LANDSCAPE HARD COSTS - REQUISITION 3					
Work	Vendor	Quantity	Unit Type	Unit Cost	Requisition 3
Overall Landscaping					
Street Trees	Sunnygrove	0	EA	\$ 350.00	\$ -
Sub-Total Requisition 3 Landscape Hard Costs					\$ -
Total Bondable Requisition 3 Landscape Hard Costs					\$ -

THE NATIONAL GOLF AND COUNTRY CLUB AT AVE MARIA

BONDABLE PERMIT COSTS - BOND REQUISITION #3

BONDABLE PERMIT COSTS - REQUISITION #3			
Work	Total Fees	Pro-rata %	Bondable Requisition 3 Amount
Collier County PPL - Permit Application Review Fees - Phase 1 ICP	\$ 4,617.59	25%	\$ 1,134.34
Collier County PPL - Construction Inspection Fees - Maintenance Facility	\$ 20,934.63	25%	\$ 5,142.74
Collier County PPL - Construction Inspection Fees - Phase 3 PPL	\$ 103,132.41	25%	\$ 25,335.21
Collier County PPL - Construction Inspection Fees - Phase 3 SDP	\$ 113,024.04	25%	\$ 27,765.16
Collier County PPL - Construction Inspection Fees - Phase 4 PPL	\$ 48,363.71	25%	\$ 11,880.89
			\$ -
Total Bondable Soft Costs			\$ 71,258.35

South Florida Water Management District & Collier County - Phase 3

Premise: For Requisition 3, calculate a pro-rata % to apply to Requisition 3 SFWMD and Collier County fees incurred for permit review and construction inspection fees for Requisition 3 improvements. This is done by dividing the Requisition 3 - Bondable Construction Costs by the Requisition 3 - Total Construction Costs. This calculation is based on Bondable Hard Costs, only. Bondable Soft costs are not utilized in this calculation.

Requisition 3 Bondable Construction Costs	\$ 4,017,037.03	Note: Taken from Bondable Costs Summary Page
Phase 1 ICP Construction Costs	\$ 326,918.00	Note: Taken from Ryan Golf Contract for Phase 1 ICP
Maintenance Facility Construction Costs	\$ 1,029,760.88	Note: Taken from Ryan Golf Contract for Maintenance Facility
Phase 3 PPL Construction Costs	\$ 6,781,580.52	Note: Taken from Ryan Golf Contract for Phase 3 PPL
Phase 3 SDP Construction Costs	\$ 3,001,326.08	Note: Taken from Ryan Golf Contract for Phase 3 SDP
Phase 4 PPL Construction Costs	\$ 5,212,624.30	Note: Taken from Ryan Golf Contract for Phase 4 PPL
Total Construction Costs	\$ 16,352,209.78	
Requisition 3 Bondable Pro-rata % (Bondable/Total Construction Costs)	25%	

THE NATIONAL GOLF AND COUNTRY CLUB AT AVE MARIA

BONDABLE CONSULTANT COSTS - BOND REQUISITION #3

BONDABLE CONSULTANT COSTS - REQUISITION #3			
Work	Contract Value	Pro-rata %	Bondable Requisition 3 Amount
Civil Engineer - Phase 1 ICP	\$ 16,200.00	100%	\$ 16,200
Civil Engineer - Maintenance Facility	\$ 60,790.00	25%	\$ 14,933
Civil Engineer - Phase 3 PPL	\$ 216,600.00	25%	\$ 53,209
Civil Engineer - Phase 3 SDP	\$ 222,550.00	25%	\$ 54,671
Civil Engineer - Phase 4 PPL	\$ 137,500.00	25%	\$ 33,778
Civil Engineer - Bonding Services	\$ 8,000.00	100%	\$ 8,000
Total Bondable Soft Costs			\$ 180,791.68

Civil Engineering - Requisition 3

Premise: For Requisition 3, calculate a pro-rata % to apply to Requisition 3 civil engineering fees incurred for design, permitting, and construction of Requisition 3 improvements. This is done by dividing the Requisition 3 Bondable Construction Costs by the Requisition 3 - Total Construction Costs. This calculation is based on Bondable Hard Costs, only. Bondable Soft costs are not utilized in this calculation.

Requisition 3 Bondable Construction Costs	\$ 4,017,037.03	Note: Taken from Bondable Costs Summary Page
Phase 1 ICP Construction Costs	\$ 326,918.00	Note: Taken from Ryan Golf Contract for Phase 1 ICP
Maintenance Facility Construction Costs	\$ 1,029,760.88	Note: Taken from Ryan Golf Contract for Maintenance Facility
Phase 3 PPL Construction Costs	\$ 6,781,580.52	Note: Taken from Ryan Golf Contract for Phase 3 PPL
Phase 3 SDP Construction Costs	\$ 3,001,326.08	Note: Taken from Ryan Golf Contract for Phase 3 SDP
Phase 4 PPL Construction Costs	\$ 5,212,624.30	Note: Taken from Ryan Golf Contract for Phase 4 PPL
Total Construction Costs	\$ 16,352,209.78	Note: Taken from Ryan Golf Contract for Phase 1 (Includes 10% discount per RG contract)

Requisition 3 - Bondable Pro-rata % (Bondable/Total Construction Costs) 25%

Civil Engineering - Bonding Services

Premise: It is assumed that 100% of the Civil Engineering fees related to Bonding Services, is Bondable.



Project:	National at Ave Maria		
Task:	Bond Requisition #1 - Alternate Calculation (No Roads)		
Prepared By:	ASJ	Date:	7/16/2024
Checked By:	DJH	Date:	7/16/2024

Calculation Summary		TOTAL
EARTHWORK	\$	3,971,171.10
PAVING	\$	364,246.64
DRAINAGE	\$	960,110.00
IRRIGATION	\$	303,210.30
CONDUITS	\$	-
LANDSCAPE	\$	15,450.00
TOTAL	\$	5,614,188.04

(1) BOND REQUISITION #1 REDUCED TOTAL
(MATERIALS / CONSTRUCTION ONLY) = \$ 5,614,188.04

(2) BOND REQUISITION #1 ORIGINAL TOTAL = \$ 8,579,170.53

NOTES:

- (1) THIS ESTIMATE ASSUMES THE REMOVAL OF ALL ROADWAY IMPROVEMENTS AND ASSOCIATED/SUPPORTING INFRASTRUCTURE AND MATERIALS FROM THE QUANTITIES/TOTALS ASSOCIATED WITH BOND REQUISITION #1
- (2) ORIGINAL BOND REQUISITION AMOUNT INCLUDES CERTAIN SOFT COSTS (DESIGN/PERMITTING, ETC.) THAT ARE NOT INCLUDED WITHIN THIS REDUCED COST TABULATION. THESE COSTS WILL BE ADDRESSED IN THE NATIONAL AT AVE MARIA BOND REQUISITION #1 & #2 RECALCULATION SPREADSHEET.

EXHIBIT A - DESCRIPTION OF IMPROVEMENTS
 AVE MARIA STEWARDSHIP COMMUNITY DISTRICT (AMSCD)
 TABULATION OF IMPROVEMENTS FOR CONVEYANCE
 THE NATIONAL AT AVE MARIA

EARTHWORK

ID	DESCRIPTION	QTY	REVISED QTY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
EW-1	CLEARING	4.42	3.54	AC	\$ 3,800.00	\$ 13,452.00
EW-2	LIGHT CLEARING AND MOWING (PASTURE)	48.20	19.82	AC	\$ 1,850.00	\$ 36,667.00
EW-3	LAND PREP (DISC FARM FIELDS & PASTURE)	432.00	157.50	AC	\$ 250.00	\$ 39,375.00
EW-4	TURBIDITY BARRIER	736.00	0.00	LF	\$ 13.50	\$ -
EW-5	SILT FENCE - SINGLE ROW	22,475.00		LF	\$ 1.75	\$ 39,331.25
EW-6	SILT FENCE - DOUBLE ROW	3,987.00		LF	\$ 3.50	\$ 13,954.50
EW-7	LAKE EXCAVATION	2,032,270.00		CY	\$ 1.63	\$ 3,312,600.10
EW-8	RIP-RAP	5,032.00		SY	\$ 60.00	\$ 301,920.00
EW-9	NPDES MAINTENANCE	18.00		MONTH	\$ 2,200.00	\$ 39,600.00
EW-10	NPDES NOI	1.00		LS	\$ 19,500.00	\$ 19,500.00
EW-11	SURVEY STAKE-OUT	4.00	0.45	LS	\$ 120,000.00	\$ 54,000.00
EW-12	SURVEY AS-BUILTS	4.00	0.45	LS	\$ 88,000.00	\$ 39,600.00
EW-13	DEMUCK EXISTING AG DITCHES (AS NEEDED)	26,450	1,000	LF	\$ 1.50	\$ 1,500.00
EW-14	CONSTRUCTION ENTRANCE	1		LS	\$ 3,500.00	\$ 3,500.00
EW-15	LITTORAL AREA GRADING	46,948	0.00	SY	\$ 0.40	\$ -
EW-16	LAKE INTERCONNECT SWALE	7,147	0.00	LF	\$ 3.75	\$ -
EW-17	PERIMETER BERM GRADING	24,965		LF	\$ 2.25	\$ 56,171.25

TOTAL EARTHWORK: \$ 3,971,171.10

EXHIBIT A - DESCRIPTION OF IMPROVEMENTS
 AVE MARIA STEWARDSHIP COMMUNITY DISTRICT (AMSCD)
 TABULATION OF IMPROVEMENTS FOR CONVEYANCE
 THE NATIONAL AT AVE MARIA

PAVING

ID	DESCRIPTION	QTY	REVISED QTY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
PAV-1	3/4" ASPHALTIC CONCRETE TYPE S-III (FIRST LIFT)	25,585.00	0.00	SY	\$ 4.35	\$ -
PAV-2	1 1/4" ASPHALTIC CONCRETE TYPE S-I (STRUCTURAL COURSE) (WITHIN AVE MARIA BLVD R.O.W.)	2,084.00		SY	\$ 8.15	\$ 16,984.60
PAV-3	3/4" ASPHALTIC CONCRETE TYPE S-III (TOP COURSE) (WITHIN AVE MARIA BLVD R.O.W.)	2,084.00		SY	\$ 6.75	\$ 14,067.00
PAV-4	8" LIMEROCK BASE (WITHIN AVE MARIA BLVD R.O.W.)	33,374.00	2,084.00	SY	\$ 10.70	\$ 22,298.80
PAV-5	12" STABILIZED SUBGRADE (WITHIN AVE MARIA BLVD R.O.W.)	34,498.00	2,300.00	SY	\$ 3.00	\$ 6,900.00
PAV-6	TYPE 'A' CURB	2,445.00		LF	\$ 11.85	\$ 28,973.25
PAV-7	TYPE 'F' CURB	2,688.00		LF	\$ 11.00	\$ 29,568.00
PAV-8	TYPE 'F' PITCH-OUT CURB (WITHIN AVE MARIA BLVD R.O.W.)	689.00		LF	\$ 15.35	\$ 10,576.15
PAV-9	TYPE 'D' CURB	297.00	0.00	LF	\$ 13.45	\$ -
PAV-10	2' VALLEY GUTTER	14,546.00		LF	\$ 8.90	\$ 129,459.40
PAV-11	3' VALLEY GUTTER CROSSING	142.00		LF	\$ 24.00	\$ 3,408.00
PAV-12	4' SIDEWALK VALLEY CROSSING	454.00	0.00	LF	\$ 27.50	\$ -
PAV-13	5' CONCRETE SIDEWALK (4" THICK)	54,004.00	840.00	SF	\$ 3.65	\$ 3,066.00
PAV-15	ADA DETECTABLE WARNING	32.00	8.00	EA	\$ 725.00	\$ 5,800.00
PAV-18	BAHIA SOD (LAKE BANKS)	285,215.00	0.00	SY	\$ 1.98	\$ -
PAV-19	BAHIA SOD (TEMP INTERCONNECT SWALE)	28,311.00	0.00	SY	\$ 1.98	\$ -
PAV-20	BAHIA SOD (CUL-DE-SAC STREETS)	2,114.00	0.00	SY	\$ 1.98	\$ -
PAV-21	BAHIA SOD (10' PERIMETER LANDSCAPE TRACT/AREA)	26,678.00		SY	\$ 1.98	\$ 52,822.44
PAV-22	LIMEROCK TEMPORARY TURNAROUND	62.00	0.00	SY	\$ 12.50	\$ -
PAV-23	DEMO (AVE MARIA BLVD)	1.00		LS	\$ 24,000.00	\$ 24,000.00
PAV-24	RELOCATE DECORATIVE LIGHT POLE (AVE MARIA BLVD MEDIAN)	1.00		EA	\$ 2,500.00	\$ 2,500.00
PAV-25	SIGNAGE AND STRIPING	0.94	0.00	LS	\$ 38,000.00	\$ -
PAV-26	MOT	1.00		LS	\$ 6,750.00	\$ 6,750.00
PAV-27	SURVEY STAKE-OUT	4.00	0.11	LS	\$ 42,000.00	\$ 4,620.00
PAV-28	SURVEY AS-BUILTS	4.00	0.11	LS	\$ 8,650.00	\$ 951.50
PAV-29	MATERIAL TESTING (ROADWAY DENSITIES, ASPHALT CORES, ETC)	4.00	0.11	LS	\$ 13,650.00	\$ 1,501.50
PAV-30	24" ADS PIPE	120.00	0.00	FT	\$ 38.00	\$ -
PAV-31	LIFT STATION DRIVEWAY, 6" THICK	275.00	0.00	SF	\$ 7.75	\$ -

TOTAL PAVING \$ 364,246.64

DRAINAGE

TOTAL DRAINAGE: \$ 960,110.00

EXHIBIT A - DESCRIPTION OF IMPROVEMENTS
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT (AMSCD)
TABULATION OF IMPROVEMENTS FOR CONVEYANCE
THE NATIONAL AT AVE MARIA

IRRIGATION

ID	DESCRIPTION	QTY	REVISED QTY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
IRR-1	4" PVC IRRIGATION MAIN (C900,DR18)	3,454		LF	\$ 15.00	\$ 51,810.00
IRR-2	4" PVC IRRIGATION MAIN (C900,DR14)	392		LF	\$ 15.75	\$ 6,174.00
IRR-3	6" PVC IRRIGATION MAIN (C900, DR18)	5,461		LF	\$ 19.50	\$ 106,489.50
IRR-4	6" PVC IRRIGATION MAIN (C900, DR14)	563		LF	\$ 20.70	\$ 11,654.10
IRR-5	4" GATE VALVE	9		LF	\$ 1,050.00	\$ 9,450.00
IRR-6	6" GATE VALVE	24		EA	\$ 1,250.00	\$ 30,000.00
IRR-7	1-1/2" DOUBLE IRRIGATION SERVICE (SHORT SIDE) (COMPLETE)	21		EA	\$ 820.00	\$ 17,220.00
IRR-8	1-1/2" DOUBLE IRRIGATION SERVICE (LONG SIDE) (COMPLETE)	22		EA	\$ 995.00	\$ 21,890.00
IRR-9	1" DOUBLE IRRIGATION SERVICE (SHORT SIDE) (COMPLETE)	3		EA	\$ 555.00	\$ 1,665.00
IRR-10	1" DOUBLE IRRIGATION SERVICE (LONG SIDE) (COMPLETE)	7		EA	\$ 735.00	\$ 5,145.00
IRR-11	PERMANENT BLOW-OFF (EXCLUDES GATE VALVE)	3		EA	\$ 2,300.00	\$ 6,900.00
IRR-12	TEMPORARY BLOW-OFF (EXCLUDES GATE VALVE)	8	0	EA	\$ 1,000.00	\$ -
IRR-13	REMOVE EX. BLOW-OFF AND CONNECT TO EX. IRRIGATION MAIN (AT BELLERAWALK)	1		EA	\$ 3,725.00	\$ 3,725.00
IRR-14	REMOVE EX. BLOW-OFF AND CONNECT TO EX. IRRIGATION MAIN (AT ANTHEM PKWY)	1		EA	\$ 3,725.00	\$ 3,725.00
IRR-15	CUT-IN TO EX. IRRIGATION MAIN	2		EA	\$ 4,000.00	\$ 8,000.00
IRR-16	SURVEY STAKE-OUT	4	0.97	LS	\$ 13,150.00	\$ 12,794.95
IRR-17	SURVEY AS-BUILTS	4	0.97	LS	\$ 4,000.00	\$ 3,892.00
IRR-18	TESTING (PRESSURE TESTS, ETC.)	4	0.97	LS	\$ 2,750.00	\$ 2,675.75

TOTAL IRRIGATION: \$ 303,210.30

EXHIBIT A - DESCRIPTION OF IMPROVEMENTS
 AVE MARIA STEWARDSHIP COMMUNITY DISTRICT (AMSCD)
 TABULATION OF IMPROVEMENTS FOR CONVEYANCE
 THE NATIONAL AT AVE MARIA

CONDUITS

ID	DESCRIPTION	QTY	REVISED QTY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
CONT-1	2" PVC LCEC INFRASTRUCTURE CONDUIT	38,663	0	LF	\$ 2.35	\$ -
CONT-2	4" PVC LCEC BACKBONE CONDUIT	6,000	0	LF	\$ 3.85	\$ -
CONT-3	4" PVC COMCAST CONDUIT	1,221	0	LF	\$ 3.85	\$ -
CONT-4	4" PVC IRRIGATION CONDUIT	2,178	0	LF	\$ 3.85	\$ -
CONT-5	2" PVC IRRIGATION CONDUIT	2,060	0	LF	\$ 2.65	\$ -
CONT-6						\$ -
CONT-7						
CONT-8						
CONT-9						\$
CONT-10						\$
CONT-11						\$
CONT-12						\$
CONT-13						\$
						\$

TOTAL CONDUIT: \$ -



Project:	National at Ave Maria		
Task:	Bond Requisition #2 - Alternate Calculation (No Roads)		
Prepared By:	ASJ	Date:	7/16/2024
Checked By:	DJH	Date:	7/16/2024

Calculation Summary		TOTAL
EARTHWORK	\$	54,924.35
PAVING	\$	111,794.10
DRAINAGE	\$	299,188.80
IRRIGATION	\$	276,558.25
CONDUITS	\$	-
LANDSCAPE	\$	-
TOTAL	\$	742,465.50

(1) BOND REQUISITION #2 REDUCED TOTAL
(MATERIALS/CONSTRUCTION ONLY = \$ 742,465.50

(2) BOND REQUISITION #1 ORIGINAL TOTAL = \$ 1,532,006.00

NOTES:

- (1) THIS ESTIMATE ASSUMES THE REMOVAL OF ALL ROADWAY IMPROVEMENTS AND ASSOCIATED/SUPPORTING INFRASTRUCTURE AND MATERIALS FROM THE QUANTITIES/TOTALS ASSOCIATED WITH BOND REQUISITION #2.
- (2) ORIGINAL BID REQUISITION AMOUNT INCLUDES CERTAIN SOFT COSTS (DESIGN, PERMITTING, ETC.) THAT ARE NOT INCLUDED WITHIN THIS REDUCED COST TABULATION. THESE COSTS WILL BE ADDRESSED IN THE NATIONAL AT AVE MARIA BOND REQUISITION #1 & #2 RECALCULATION SPREADSHEET.

EXHIBIT A - DESCRIPTION OF IMPROVEMENTS
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT (AMSCD)
TABULATION OF IMPROVEMENTS FOR CONVEYANCE
THE NATIONAL AT AVE MARIA

PHASE 2 PPL - EARTHWORK

	DESCRIPTION	QTY	REVISED QTY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
	TURBIDITY BARRIER / INLET PROTECTION	919		LF	\$ 13.50	\$ 12,406.50
	CONSTRUCTION ENTRANCE	2		EA	\$ 4,650.00	\$ 9,300.00
	FINISH GRADING	4.39		AC	\$ 1,100.00	\$ 4,829.00
	NPDES MAINTENANCE	7		MONTH	\$ 1,500.00	\$ 10,500.00
	RE GRADE AFTER DRY UTILITIES	1		LS	\$ 172.50	\$ 172.50
	SURVEY STAKE-OUT	0.65		LS	\$ 5,000.00	\$ 3,250.00
	SURVEY AS-BUILTS	0.65		LS	\$ 2,000.00	\$ 1,300.00
SUB-TOTAL =						\$ 41,758.00

PHASE 2 PPL - PAVING

	DESCRIPTION	QTY	REVISED QTY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
	3/4" ASPHALTIC CONCRETE TYPE S-III (FIRST LIFT)	40,030	0	SY	\$ 4.35	\$ -
	8" LIMEROCK BASE	40,046	0	SY	\$ 10.70	\$ -
	12" STABILIZED SUBGRADE	42,406	0	SY	\$ 2.45	\$ -
	TYPE 'A' CURB	151		LF	\$ 11.85	\$ 1,789.35
	2" VALLEY GUTTER	6,895		LF	\$ 8.90	\$ 61,365.50
	4' SIDEWALK VALLEY CROSSING	132		LF	\$ 27.50	\$ 3,630.00
	CONCRETE SIDEWALK (4" THICK)	47,074	0	SF	\$ 3.65	\$ -
	ADA DETECTABLE WARNING	2	0	EA	\$ 655.00	\$ -
	SIGNAGE AND STRIPING (INCLUDE TEMP. AND FINAL STRIPING)	0.44	0	LS	\$ 4,150.00	\$ -
	SOD (BAHIA - BETWEEN BOC AND SIDEWALK AND 1' BEYOND SIDEWALK)	2,050	0	SF	\$ 0.22	\$ -
	CO#5 BAHIA SODDING, 6" B.O.C.	2,960	0	SY	\$ -	\$ -
	MOT	4	0.21	LS	\$ 3,750.00	\$ 768.75
	SURVEY STAKE-OUT	4.00	0.21	LS	\$ 31,500.00	\$ 6,457.50
	SURVEY AS-BUILTS	4.00	0.21	LS	\$ 3,500.00	\$ 717.50
	MATERIAL TESTING (ROADWAY DENSITIES, ASPHALT CORES, ETC)	4.00	0.21	LS	\$ 11,500.00	\$ 2,357.50
SUB-TOTAL =						\$ 77,086.10

PHASE 2 PPL - DRAINAGE

	DESCRIPTION	QTY	REVISED QTY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
	15" RCP STORM SEWER	104		LF	\$ 33.00	\$ 3,432.00
	18" RCP STORM SEWER	475		LF	\$ 45.00	\$ 21,375.00
	24" RCP STORM SEWER	394		LF	\$ 65.00	\$ 25,610.00
	SINGLE VALLEY GUTTER INLET	2		EA	\$ 4,200.00	\$ 8,400.00
	DOUBLE VALLEY GUTTER INLET	12		EA	\$ 4,600.00	\$ 55,200.00
	REMOVE PLUG AND INSTALL INLET	2		EA	\$ 550.00	\$ 1,100.00
	REMOVE EXISTING PLUG AND CONNECT TO RCP	6		EA	\$ 550.00	\$ 3,300.00
	SURVEY STAKE-OUT	1		LS	\$ 7,000.00	\$ 7,000.00
	SURVEY AS-BUILTS	1		LS	\$ 2,500.00	\$ 2,500.00
	MATERIAL TESTING (UTILITY BACKFILL DENSITIES, ETC)	1		LS	\$ 3,350.00	\$ 3,350.00
	18" RCP (PREVIOUSLY INSTALLED W/ PHASE 1 PPL)	198		LF	\$ 44.00	\$ 8,712.00
	24" RCP (PREVIOUSLY INSTALLED W/ PHASE 1 PPL)	373		LF	\$ 64.00	\$ 23,872.00
	18" FLARED END (PREVIOUSLY INSTALLED W/ PHASE 1 PPL)	3		EA	\$ 2,450.00	\$ 7,350.00
	24" FLARED END (PREVIOUSLY INSTALLED W/ PHASE 1 PPL)	5		EA	\$ 2,735.00	\$ 13,675.00
SUB-TOTAL =						\$ 184,876.00

PHASE 2 PPL - IRRIGATION

	DESCRIPTION	QTY	REVISED QTY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
	4" PVC IRRIGATION MAIN (C900, DR18)	3,251		LF	\$ 15.50	\$ 50,390.50
	4" PVC IRRIGATION MAIN (C900, DR14)	212		LF	\$ 16.50	\$ 3,498.00
	4" GATE VALVE	7		EA	\$ 1,075.00	\$ 7,525.00
	1-1/2" DOUBLE IRRIGATION SERVICE (SHORT SIDE) (COMPLETE)	7		EA	\$ 985.00	\$ 6,895.00
	1-1/2" DOUBLE IRRIGATION SERVICE (LONG SIDE) (COMPLETE)	13		EA	\$ 1,210.00	\$ 15,730.00
	1" SINGLE IRRIGATION SERVICE (SHORT SIDE) (COMPLETE)	2		EA	\$ 650.00	\$ 1,300.00
	1" SINGLE IRRIGATION SERVICE (LONG SIDE) (COMPLETE)	4		EA	\$ 850.00	\$ 3,400.00
	2" SINGLE IRRIGATION SERVICE (SHORT SIDE) (COMPLETE)	5		EA	\$ 850.00	\$ 4,250.00
	2" SINGLE IRRIGATION SERVICE (LONG SIDE) (COMPLETE)	7		EA	\$ 1,050.00	\$ 7,350.00
	TEMPORARY BLOW-OFF (INCLUDES GATE VALVE)	2		EA	\$ 1,350.00	\$ 2,700.00
	PERMANENT BLOW-OFF (INCLUDES GATE VALVE)	1		EA	\$ 2,900.00	\$ 2,900.00
	REMOVE EX. BLOW-OFF AND CONNECT TO EX. IRRIGATION MAIN	2		EA	\$ 3,725.00	\$ 7,450.00
	INSTALL IRRIGATION METER BOX	38		EA	\$ 250.00	\$ 9,500.00
	SURVEY STAKE-OU	0.94		LS	\$ 9,500.00	\$ 8,930.00
	SURVEY AS-BUILTS	0.94		LS	\$ 3,000.00	\$ 2,820.00
	TESTING (PRESSURE TESTS, ETC.)	0.94		LS	\$ 2,800.00	\$ 2,632.00
SUB-TOTAL =						\$ 137,270.50

PHASE 2 PPL - CONDUIT

	DESCRIPTION	QTY	REVISED QTY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
	2" PVC LCEC CONDUIT CROSSINGS	566	0	LF	\$ 3.00	\$ -
	4" PVC COMCAST CONDUIT CROSSINGS	327	0	LF	\$ 4.50	\$ -
	4" PVC IRRIGATION CONDUIT CROSSINGS	990	0	LF	\$ 4.50	\$ -
	2" PVC IRRIGATION CONDUIT CROSSINGS	990	0	LF	\$ 3.00	\$ -
	2" INFRASTRUCTURE CONDUIT	40,475	0	LF	\$ 3.00	\$ -
	4" BACKBONE CONDUIT	8,790	0	LF	\$ 4.50	\$ -
SUB-TOTAL =						\$ -

PHASE 2 PPL - LANDSCAPE

	DESCRIPTION	QTY	REVISED QTY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
	Buttonwood, Green, std 10' Ht	498	0	EA	\$ 350.00	\$ -
SUB-TOTAL =						\$ -

AMENITY CENTER PHASE 1 - EARTHWORK						
	DESCRIPTION	QTY	REVISED QTY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
	TURBIDITY BARRIER	286		LF	\$ 13.50	\$ 3,861.00
	SWALE GRADING	498		SY	\$ 3.35	\$ 1,668.30
	RIP-RAP WITH MIRAFI FABRIC	6		SY	\$ 125.00	\$ 750.00
	FINISH GRADING	1.91		AC	\$ 2,500.00	\$ 4,775.00
	NPDES MAINTENANCE	8		MONTH	\$ 172.50	\$ 1,380.00
	SURVEY STAKE-OUT	0.11		LS	\$ 4,655.00	\$ 512.05
	SURVEY AS-BUILTS	0.11		LS	\$ 2,000.00	\$ 220.00
					SUB-TOTAL =	\$ 13,166.35

AMENITY CENTER PHASE 1 - PAVING						
	DESCRIPTION	QTY	REVISED QTY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
	3/4" ASPHALTIC CONCRETE TYPE S-III (FIRST LIFT)	3,836	0	SY	\$ 4.95	\$ -
	8" LIMEROCK BASE	4,636	0	SY	\$ 11.25	\$ -
	12" STABILIZED SUBGRADE	4,785	0	SY	\$ 2.45	\$ -
	2' VALLEY GUTTER	2,323		LF	\$ 11.00	\$ 25,553.00
	4' SIDEWALK VALLEY CROSSING	226		LF	\$ 30.50	\$ 6,893.00
	CONCRETE SIDEWALK (4" THICK)	12,155	0	SF	\$ 4.05	\$ -
	ADA DETECTABLE WARNING	40	0	EA	\$ 485.00	\$ -
	BAHIA SOD (MIN. 2' WIDE STRIP BEHIND B.O.C. AND E.O.P.)	90	0	SY	\$ 1.98	\$ -
	SIGNAGE AND STRIPING (INCLUDE TEMP. AND FINAL STRIPING)	1.00	0.00	LS	\$ 24,500.00	\$ -
	MOT	0.28	0.05	LS	\$ 6,500.00	\$ 338.00
	SURVEY STAKE-OUT	0.28	0.05	LS	\$ 18,000.00	\$ 936.00
	SURVEY AS-BUILTS	0.28	0.05	LS	\$ 9,000.00	\$ 468.00
	MATERIAL TESTING (ROADWAY DENSITIES, ASPHALT CORES, ETC)	0.28	0.05	LS	\$ 10,000.00	\$ 520.00
SUB-TOTAL =					\$	34,708.00

PHASE 1 MULTIFAMILY SDP - DRAINAGE						
	DESCRIPTION	QTY	REVISED QTY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
	24" RCP STORM SEWER	178		LF	\$ 62.10	\$ 11,053.80
	SINGLE VALLEY GUTTER INLET	1		EA	\$ 4,075.00	\$ 4,075.00
	FDOT DITCH BOTTOM INLET - TYPE 'C'	1		EA	\$ 2,235.00	\$ 2,235.00
	REMOVE PLUG AND/OR CONNECT TO EXISTING RCP	2		EA	\$ 535.00	\$ 1,070.00
	SURVEY STAKE-OUT	0.12		LS	\$ 5,000.00	\$ 600.00
	MATERIAL TESTING (UTILITY BACKFILL DENSITIES, ETC)	0.12		LS	\$ 1,700.00	\$ 204.00
	24" RCP (PREVIOUSLY INSTALLED W/ PHASE 1 PPL)	77		LS	\$ 64.00	\$ 4,928.00
	24" FLARED END RCP (PREVIOUSLY INSTALLED W/ PHASE 1 PPL)	1		EA	\$ 2,735.00	\$ 2,735.00
SUB-TOTAL =					\$	26,900.80

PHASE 1 MULTIFAMILY SDP - IRRIGATION						
	DESCRIPTION	QTY		UNIT TYPE	UNIT PRICE	TOTAL PRICE
	4" PVC IRRIGATION MAIN (C900,DR18)	5		LF	\$ 14.55	\$ 72.75
	REMOVE EX. BLOW-OFF AND CONNECT TO EX. IRRIGATION MAIN (AT NATIONAL BLVD)	1		EA	\$ 3,615.00	\$ 3,615.00
	INSTALL IRRIGATION METER BOX	1		EA	\$ 1,000.00	\$ 1,000.00
	4" RE-USE BFP W/METER	1		EA	\$ 17,450.00	\$ 17,450.00
	SURVEY STAKE-OUT ⁽¹⁾	0.29		LS	\$ 2,500.00	\$ 725.00
	TESTING (PRESSURE TESTS, ETC.) ⁽¹⁾	0.29		LS	\$ 1,750.00	\$ 507.50
	MATERIAL TESTING (UTILITY BACKFILL DENSITIES, ETC.) ⁽¹⁾⁽²⁾	0.29		LS	\$ 800.00	\$ 232.00
SUB-TOTAL =					\$	23,602.25

PHASE 2 MULTIFAMILY SDP - DRAINAGE						
	DESCRIPTION	QTY	REVISED QTY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
	24" RCP STORM SEWER	174		LF	\$ 65.00	\$ 11,310.00
	SINGLE VALLEY GUTTER INLET	1		EA	\$ 4,075.00	\$ 4,075.00
	DITCH BOTTOM INLET	1		EA	\$ 2,750.00	\$ 2,750.00
	REMOVE EXISTING PLUG AND CONNECT TO RCP	2		EA	\$ 550.00	\$ 1,100.00
	SURVEY STAKE-OUT	0.14		LS	\$ 6,300.00	\$ 882.00
	SURVEY AS-BUILTS	0.14		LS	\$ 1,900.00	\$ 266.00
	MATERIAL TESTING (UTILITY BACKFILL DENSITIES, ETC)	0.14		LS	\$ 2,200.00	\$ 308.00
	24" RCP (PREVIOUSLY INSTALLED W/ PHASE 1 PPL)	129		LF	\$ 64.00	\$ 8,256.00
	24" FLARED END (PREVIOUSLY INSTALLED W/ PHASE 1 PPL)	2		EA	\$ 2,735.00	\$ 5,470.00
SUB-TOTAL =					\$	34,417.00

PHASE 2 MULTIFAMILY SDP - IRRIGATION						
	DESCRIPTION	QTY		UNIT TYPE	UNIT PRICE	TOTAL PRICE
	4" PVC IRRIGATION MAIN (C900,DR18)	743		LF	\$ 16.50	\$ 12,259.50
	4" PVC IRRIGATION MAIN (C900,DR14)	110		LF	\$ 17.25	\$ 1,897.50
	PERMANENT BLOW-OFF (INCLUDES GATE VALVE)	1		EA	\$ 1,900.00	\$ 1,900.00
	REMOVE EX. BLOW-OFF AND CONNECT TO EX. IRRIGATION MAIN	2		EA	\$ 3,725.00	\$ 7,450.00
	INSTALL IRRIGATION METER BOX	4		EA	\$ 350.00	\$ 1,400.00
	IRRIGATION METER (SIZE TO BE DETERMINED BY AMUC) (CONTRACTOR TO INSTALL METERS OVER 2")	16		EA	\$ 1,000.00	\$ 16,000.00
	SURVEY STAKE-OUT ⁽¹⁾	1		LS	\$ 4,000.00	\$ 4,000.00
	SURVEY AS-BUILTS ⁽¹⁾	1		LS	\$ 1,200.00	\$ 1,200.00
	TESTING (PRESSURE TESTS, ETC.) ⁽¹⁾⁽²⁾	1		LS	\$ 1,650.00	\$ 1,650.00
SUB-TOTAL =					\$	47,757.00

RESOLUTION NO. 2024-19

A RESOLUTION OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ADOPTING A REVISED AMENDED FISCAL YEAR 2023/2024 BUDGET ADMINISTRATION, OPERATION AND MAINTENANCE AND DEBT.

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

WHEREAS, the District Manager has prepared a Revised Amended Budget for fiscal year 2023/2024 for the administration, operation and maintenance and debt of the District.

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

Section 1. The Revised Amended Budget for Fiscal Year 2023/2024 attached hereto as Exhibit “A” is hereby approved and adopted.

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

PASSED, ADOPTED and EFFECTIVE this 12th day of November, 2024.

ATTEST:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairman/Vice Chairman

Ave Maria Stewardship Community District

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

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

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

	FISCAL YEAR 2023/2024 ANNUAL BUDGET	FISCAL YEAR 2023/2024 AMENDED FINAL BUDGET	YEAR TO DATE ACTUALS 10/1/2023 - 9/29/2024	DIFFERENCE BETWEEN ACTUALS AND ANNUAL BUDGET
REVENUES				
O & M ASSESSMENTS	2,786,545	2,796,137	2,796,137	9,592
DEBT ASSESSMENTS	6,118,516	6,121,017	6,121,017	2,501
DEVELOPER CONTRIBUTION FOR O & M	1,563,580	2,605,967	2,605,967	1,042,387
DEVELOPER CONTRIBUTION FOR DEBT	1,210,255	485,573	483,573	(726,682)
DEVELOPER CONTRIBUTION - OTHER	0	0	0	-
OTHER REVENUES	0	250	250	250
INTEREST INCOME	400	53,340	53,340	52,940
TOTAL REVENUES	\$ 11,679,296	\$ 12,062,284	\$ 12,060,284	380,988
EXPENDITURES				
ADMINISTRATIVE EXPENDITURES				
SUPERVISORS FEES	9,600	8,600	8,600	1,000
PAYROLL TAX EXPENSE	734	658	658	76
ENGINEERING	85,000	107,000	91,888	(6,888)
MANAGEMENT	108,000	95,333	95,333	12,667
DISTRICT MANAGER - ON SITE	0	93,333	93,333	(93,333)
LEGAL	80,000	127,000	111,948	(31,948)
ASSESSMENT ROLL	20,000	25,000	25,000	(5,000)
AUDIT FEES	20,300	18,000	18,000	2,300
ARBITRAGE REBATE FEE	3,900	4,550	4,550	(650)
TRAVEL & LODGING	5,000	22,047	22,047	(17,047)
INSURANCE	45,000	106,051	106,051	(61,051)
LEGAL ADVERTISING	8,000	11,000	9,224	(1,224)
MISCELLANEOUS	6,000	13,500	12,381	(6,381)
POSTAGE	2,000	3,850	3,850	(1,850)
OFFICE SUPPLIES	3,500	5,857	5,857	(2,357)
DUES, LICENSE, & SUBSCRIPTIONS	500	175	175	325
MISCELLANEOUS FILINGS, NOTICES, ETC.	500	0	0	500
WEBSITE HOSTING FEES	2,500	2,833	2,833	(333)
TRUSTEE FEES	35,000	43,519	43,519	(8,519)
CONTINUING DISCLOSURE FEE	12,000	10,000	10,000	2,000
METHODOLOGY	0	2,000	2,000	(2,000)
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 447,534	\$ 700,306	\$ 667,247	\$ (219,713)
MAINTENANCE EXPENDITURES				
MAINTENANCE	3,694,000	4,732,445	4,636,981	(942,981)
CAPITAL OUTLAY	0	37,054	37,054	(37,054)
TOTAL MAINTENANCE EXPENDITURES	\$ 3,694,000	\$ 4,769,499	\$ 4,674,035	\$ (980,035)
TOTAL EXPENDITURES	\$ 4,141,534	\$ 5,469,805	\$ 5,341,282	(1,199,748)
EXCESS OR (SHORTFALL)	\$ 7,537,762	\$ 6,592,479	\$ 6,719,002	818,760
BOND PAYMENTS	\$ (6,869,882)	(6,254,568)	(6,254,568)	615,314
BALANCE	\$ 667,880	\$ 337,911	\$ 464,434	203,446
COUNTY APPRAISER & TAX COLLECTOR FEE	(311,677)	(171,412)	(171,412)	140,265
DISCOUNTS FOR EARLY PAYMENTS	(356,202)	(338,024)	(338,024)	18,178
NET EXCESS/ (SHORTFALL)	\$ 1	\$ (171,525)	\$ (45,002)	45,003

FUND BALANCE (LESS RESERVE) AS OF 9/30/23
FY 2023/2024 ACTIVITY
FUND BALANCE (LESS RESERVE) AS OF 9/30/24

\$ 223,047
\$ (171,525)
\$ 51,522

Note: Reserve Fund Balance As Of 9-30-24 is \$339,335.

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

	FISCAL YEAR 2023/2024 ANNUAL BUDGET	FISCAL YEAR 2023/2024 AMENDED FINAL BUDGET	YEAR TO DATE ACTUALS 10/1/2023 - 9/29/2024	DIFFERENCE BETWEEN ACTUALS AND ANNUAL BUDGET
MAINTENANCE EXPENDITURES				
IRRIGATION REPAIR	110,000	390,000	376,222	(266,222)
MISCELLANEOUS MAINTENANCE	50,000	50,000	42,701	7,299
PRESSURE WASHING	50,000	81,021	81,021	(31,021)
ELECTRIC (STREETLIGHTS, LANDSCAPE)	89,250	112,678	112,678	(23,428)
STREET SWEEPING	1,050	3,000	3,000	(1,950)
STRIPING & TRAFFIC MARKINGS	150,000	73,000	69,347	80,653
STREET LIGHT MAINTENANCE	120,000	188,000	180,616	(60,616)
SIDEWALK / CURB REPAIRS	157,500	193,000	185,621	(28,121)
LANDSCAPE MAINTENANCE (ROADWAY, ENTRIES):	31,500	133,000	126,582	(95,082)
MAINTENANCE CONTRACTS	715,000	707,900	707,900	7,100
TREE TRIMMING	153,300	137,000	132,540	20,760
STORM CLEANUP	60,000	0	0	60,000
STORM CLEANUP - ELECTRIC	26,250	0	0	26,250
STORM CLEANUP - LANDSCAPING	26,250	0	0	26,250
PLANT REPLACEMENT	100,000	255,000	243,136	(143,136)
MULCH & MISCELLANEOUS	147,000	205,000	194,135	(47,135)
WATER MANAGEMENT & DRAINAGE	4,200	82,000	76,051	(71,851)
ENTRY FEATURE WATER	4,725	8,110	8,110	(3,385)
MISCELLANEOUS UTILITIES	0	0	0	-
IRRIGATION WATER	89,250	129,000	121,316	(32,066)
FOUNTAIN MAINTENANCE	50,000	71,000	68,699	(18,699)
RODENT/PEST CONTROL	8,400	22,540	22,540	(14,140)
EQUIPMENT REPAIR	8,400	118	118	8,282
SIGNAGE REPAIR	15,750	0	0	15,750
STORM DRAIN CLEANING	52,500	0	0	52,500
DRAINAGE / LAKE MAINTENANCE/ LITTORALS	78,750	73,000	68,601	10,149
AERATORS	2,100	0	0	2,100
PRESERVE MAINTENANCE	63,000	117,000	111,584	(48,584)
SMALL TOOLS	3,675	6,003	6,003	(2,328)
MISCELLANEOUS MAINTENANCE REPAIRS	30,000	24,000	21,710	8,290
VEHICLE LEASE / FUEL / REPAIRS (MAINT TECH)	21,000	2,689	2,689	18,311
MOSQUITO CONTROL	525,000	1,022,980	1,022,980	(497,980)
TEMP FIRE FACILITY OPERATING COSTS	9,650	9,643	9,643	7
MISCELLANEOUS OFFICE UTILITIIES	0	1,400	1,400	(1,400)
BASE MANAGEMENT FEE	23,000	21,181	21,181	1,819
ADMIN PAYROLL	0	2,852	2,852	(2,852)
ASSET MANAGER	75,000	83,333	83,833	(8,833)
OPERATIONS TEAM	600,000	522,134	522,134	77,866
VERIZON - INTERNET	0	1,568	1,568	(1,568)
PERMIT REVIEW/INSPECTION FEES	0	3,295	3,295	(3,295)
TOTAL MAINTENANCE EXPENDITURES	\$ 3,651,500	\$ 4,732,445	\$ 4,631,806	(980,306)
RESERVE FUND	27,500	27,500	0	27,500
CONTINGENCY FUND	15,000	15,000	5,175	9,825
TOTAL	\$ 3,694,000	\$ 4,774,945	\$ 4,636,981	(942,981)

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2019
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 ANNUAL BUDGET	FISCAL YEAR 2023/2024 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2023 - 9/29/2024
REVENUES			
Interest Income (2019)	500	59,487	59,487
Net NAV Collection (2019)	1,368,371	1,393,067	1,393,067
Prepaid Bond Collection (2019)	0	0	0
Total Revenues	\$ 1,368,871	\$ 1,452,554	\$ 1,452,554
EXPENDITURES			
Principal Payments (2019)	940,000	935,000	935,000
Interest Payments (2019)	429,794	438,556	438,556
Extraordinary Principal Payments (2019)	(923)	0	0
Total Expenditures	\$ 1,368,871	\$ 1,373,556	\$ 1,373,556
Net Excess/ (Shortfall)	\$ -	\$ 78,998	\$ 78,998

FUND BALANCE AS OF 9/30/23	\$726,005
FY 2023/2024 ACTIVITY	\$78,998
FUND BALANCE AS OF 9/30/24	\$805,003

Notes

Reserve Fund Balance = \$342,563*. Revenue Fund Balance = \$458,942*.

Prepayment Fund Balance = \$3,498*.

Revenue Account Balance To Be Used To Make 11/1/2024 Interest Payment Of \$209,928.

* Approximate Amounts

Series 2019 Bond Refunding Information

Original Par Amount =	\$20,310,000	Annual Principal Payments Due:
Interest Rate =	2.00% - 3.00%	May 1st
Issue Date =	June 2019	Annual Interest Payments Due:
Maturity Date =	May 2038	May 1st & November 1st
Par Amount As Of 9/30/24 =	\$15,770,000	

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2022A
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 ANNUAL BUDGET	FISCAL YEAR 2023/2024 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2023 - 9/29/2024
REVENUES			
Interest Income (2022A)	100	91,487	91,487
Net NAV Collection (2022A)	1,643,963	1,676,283	1,676,283
Developer Contribution (2022A)	0	0	0
Total Revenues	\$ 1,644,063	\$ 1,767,770	\$ 1,767,770
EXPENDITURES			
Principal Payments (2022A)	845,000	845,000	845,000
Extraordinary Principal Payments (2022A)	3,822	0	0
Interest Payments (2022A)	795,241	807,388	807,388
Total Expenditures	\$ 1,644,063	\$ 1,652,388	\$ 1,652,388
Net Excess/ (Shortfall)	\$ -	\$ 115,382	\$ 115,382

FUND BALANCE AS OF 9/30/23	\$1,311,462
FY 2023/2024 ACTIVITY	\$115,382
FUND BALANCE AS OF 9/30/24	\$1,426,844

Notes

Reserve Fund Balance = \$821,715*. Revenue Fund Balance = \$605,129*.

Revenue Fund Balance To Be Used To Make 11/1/2024 Interest Payment Of \$391,547.

* Approximate Amounts

Series 2022A Refunding Bond Information

Original Par Amount =	\$22,950,000	Annual Principal Payments Due:
Interest Rate =	2.875% - 4.00%	May 1st
Issue Date =	February 2022	Annual Interest Payments Due:
Maturity Date =	May 2042	May 1st & November 1st
Par Amount As Of 9/30/24 =	\$21,285,000	

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2015 (MAPLE RIDGE)
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024	FISCAL YEAR 2023/2024	YEAR TO DATE
REVENUES	ANNUAL BUDGET	AMENDED FINAL BUDGET	ACTUAL 10/1/2023 - 9/29/2024
Interest Income (2015)	100	14,454	14,454
Net NAV Collection (2015)	163,890	167,142	167,142
Prepaid Bond Collection (2015)	0	0	0
Total Revenues	\$ 163,990	\$ 181,596	\$ 181,596
EXPENDITURES			
Principal Payments (2015)	55,000	55,000	55,000
Extraordinary Principal Payments (2015)	(935)	0	0
Interest Payments (2015)	109,925	111,300	111,300
Total Expenditures	\$ 163,990	\$ 166,300	\$ 166,300
Net Excess/ (Shortfall)	\$ -	\$ 15,296	\$ 15,296

FUND BALANCE AS OF 9/30/23	\$255,666
FY 2023/2024 ACTIVITY	\$15,296
FUND BALANCE AS OF 9/30/24	\$270,962

Notes

Reserve Fund Balance = \$168,150*. Revenue Fund Balance = \$100,036*.

Prepayment Account Balance = \$2,776*

Revenue Fund Balance To Be Used To Make 11/1/2024 Interest Payment Of \$54,275.

* Approximate Amounts

FY 2023/2024 Capital Outlay = \$62,094.

Series 2015 Bond Information

Original Par Amount =	\$2,530,000	Annual Principal Payments Due:
Interest Rate =	5.000% - 5.375%	May 1st
Issue Date =	February 2015	Annual Interest Payments Due:
Maturity Date =	May 2045	May 1st & November 1st
Par Amount As Of 9/30/24 =	\$2,045,000	

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2016 BOND (MAPLE RIDGE)
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 ANNUAL BUDGET	FISCAL YEAR 2023/2024 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2023 - 9/29/2024
REVENUES			
Interest Income (2016 - Bond)	100	14,429	14,429
Net NAV Collection (2016 - Bond)	226,663	231,143	231,143
Prepaid Bond Collection (2016 - Bond)	0	0	0
Total Revenues	\$ 226,763	\$ 245,572	\$ 245,572
EXPENDITURES			
Principal Payments (16 - Bond)	65,000	65,000	65,000
Extraordinary Principal Payments (16 - Bond)	2,819	0	0
Interest Payments (16 - Bond)	158,944	160,650	160,650
Total Expenditures	\$ 226,763	\$ 225,650	\$ 225,650
Net Excess/ (Shortfall)	\$ -	\$ 19,922	\$ 19,922

FUND BALANCE AS OF 9/30/23
FY 2023/2024 ACTIVITY
FUND BALANCE AS OF 9/30/24

\$244,541
\$19,922
\$264,463

Notes

Reserve Fund Balance = \$113,297*. Revenue Fund Balance = \$151,166*.

Revenue Fund Balance To Be Used To Make 11/1/2024 Interest Payment Of \$78,619.

* Approximate Amounts

Series 2016 Bond Information

Original Par Amount =	\$3,390,000	Annual Principal Payments Due:
Interest Rate =	5.25%	May 1st
Issue Date =	October 2016	Annual Interest Payments Due:
Maturity Date =	May 2047	May 1st & November 1st
Par Amount As Of 9/30/24 =	\$2,995,000	

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2018 BOND (MAPLE RIDGE)
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024	FISCAL YEAR 2023/2024	YEAR TO DATE ACTUAL
REVENUES	ANNUAL BUDGET	AMENDED FINAL BUDGET	10/1/2023 - 9/29/2024
Interest Income (2018)	100	14,378	14,378
Net NAV Collection (2018)	253,748	258,776	258,776
Prepaid Bond Collection (2018)	0	0	0
Total Revenues	\$ 253,848	\$ 273,154	\$ 273,154
EXPENDITURES			
Principal Payments (2018)	65,000	65,000	65,000
Extraordinary Principal Payments (2018)	3,675	0	0
Interest Payments (2018)	185,173	186,765	186,765
Total Expenditures	\$ 253,848	\$ 251,765	\$ 251,765
Net Excess/ (Shortfall)	\$ -	\$ 21,389	\$ 21,389

FUND BALANCE AS OF 9/30/23	\$221,359
FY 2023/2024 ACTIVITY	\$21,389
FUND BALANCE AS OF 9/30/24	\$242,748

Notes

Reserve Fund Balance = \$127,026*. Revenue Fund Balance = \$114,805*.

Revenue Fund Balance To Be Used To Make 11/1/2024 Interest Payment Of \$91,790.

Prepayment Account Balance = \$917*

* Approximate Amounts

Series 2018 Bond Information

Original Par Amount =	\$4,000,000	Annual Principal Payments Due:
Interest Rate =	4.9% - 5.375%	May 1st
Issue Date =	June 2018	Annual Interest Payments Due:
Maturity Date =	May 2049	May 1st & November 1st
Par Amount As Of 9/30/24 =	\$3,465,000	

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2020 BOND (MAPLE RIDGE)
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 ANNUAL BUDGET	FISCAL YEAR 2023/2024 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2023 - 9/29/2024
REVENUES			
Interest Income (2020)	100	11,087	11,087
Net NAV Collection (2020)	207,616	211,657	211,657
Prepaid Bond Collection (2020)	0	0	0
Total Revenues	\$ 207,716	\$ 222,744	\$ 222,744
EXPENDITURES			
Principal Payments (2020)	60,000	60,000	60,000
Extraordinary Principal Payments (20)	4,283	0	0
Interest Payments (2020)	143,433	144,573	144,573
Transfer To Construction Fund (2020)	0	0	0
Total Expenditures	\$ 207,716	\$ 204,573	\$ 204,573
Net Excess/ (Shortfall)	\$ -	\$ 18,171	\$ 18,171

FUND BALANCE AS OF 9/30/23	\$166,099
FY 2023/2024 ACTIVITY	\$18,171
FUND BALANCE AS OF 9/30/24	\$184,270

Notes

Reserve Fund Balance = \$83,065*.

Revenue Account Balance = \$101,205*.

Revenue Account Balance To Be Used To Make 11/1/2024 Interest Payment Of \$71,146.

* Approximate Amounts

Series 2020 Bond Information

Original Par Amount =	\$3,440,000	Annual Principal Payments Due:
Interest Rate =	3.8% - 4.45%	May 1st
Issue Date =	July 2020	Annual Interest Payments Due:
Maturity Date =	May 2052	May 1st & November 1st
Par Amount As Of 9/30/24 =	\$3,320,000	

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2021 BOND (AVE MARIA NATIONAL)
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 ANNUAL BUDGET	FISCAL YEAR 2023/2024 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2023 - 9/29/2024
REVENUES			
Interest Income (2021 - National)	0	24,473	24,473
Net NAV Collection (2021 - National)	373,327	380,646	380,646
Developer Contribution (2021 - National)	264,186	420,354	242,029
Prepaid Bond Collection (2021 - National)	0	0	0
Total Revenues	\$ 637,513	\$ 825,473	\$ 647,148
EXPENDITURES			
Principal Payments (2021 - National)	235,000	235,000	235,000
Interest Payments (2021 - National)	402,513	405,568	405,568
Transfer To Construction Fund (2021 - National)	0	0	0
Total Expenditures	\$ 637,513	\$ 640,568	\$ 640,568
Net Excess/ (Shortfall)	\$ -	\$ 184,905	\$ 6,580

FUND BALANCE AS OF 9/30/23	\$334,568
FY 2023/2024 ACTIVITY	\$184,905
FUND BALANCE AS OF 9/30/24	\$519,473

Notes

Reserve Fund Balance = \$319,744*.

Revenue Account Balance = \$199,729*.

Revenue Account Balance To Be Used To Make 11/1/2024 Interest Payment Of \$199,729.

11/1/24 Interest Payment To Be Partially Developer Funded.

* Approximate Amounts - Revenue Account Balance As Of 10/31/2024

FY 2023/2024 Capital Outlay = \$4,707.

Series 2021 (Ave Maria National) Bond Information

Original Par Amount =	\$11,340,000	Annual Principal Payments Due:
Interest Rate =	2.6% - 4.0%	May 1st
Issue Date =	March 2021	Annual Interest Payments Due:
Maturity Date =	May 2051	May 1st & November 1st
Par Amount As Of 9/30/24 =	\$10,650,000	

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2021 BOND (MASTER)
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 ANNUAL BUDGET	FISCAL YEAR 2023/2024 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2023 - 9/29/2024
REVENUES			
Interest Income (2021 - Master)	100	33,206	33,206
Net NAV Collection (2021 - Master)	640,319	652,943	652,943
Developer Contribution (2021 - Master)	0	184,741	184,741
Prepaid Bond Collection (2021 - Master)	0	0	0
Total Revenues	\$ 640,419	\$ 870,890	\$ 870,890
EXPENDITURES			
Principal Payments (2021 - Master)	250,000	250,000	250,000
Extraordinary Principal Payments (2021 - Master)	225	0	0
Interest Payments (2021 - Master)	390,194	393,006	393,006
Total Expenditures	\$ 640,419	\$ 643,006	\$ 643,006
Net Excess/ (Shortfall)	\$ -	\$ 227,884	\$ 227,884

FUND BALANCE AS OF 9/30/23	\$331,859
FY 2023/2024 ACTIVITY	\$227,884
FUND BALANCE AS OF 9/30/24	\$559,743

Notes

Reserve Fund Balance = \$320,097*.

Revenue Account Balance = \$239,646*.

Revenue Account Balance To Be Used To Make 11/1/2024 Interest Payment Of \$193,691.

Series 2021 (Master) Bond Information

Original Par Amount =	\$11,610,000	Annual Principal Payments Due:
Interest Rate =	2.25% - 4.0%	May 1st
Issue Date =	August 2021	Annual Interest Payments Due:
Maturity Date =	May 2052	May 1st & November 1st
Par Amount As Of 9/30/24 =	\$11,120,000	

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2022 MAPLE RIDGE
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 ANNUAL BUDGET	FISCAL YEAR 2023/2024 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2023 - 9/29/2024
REVENUES			
Interest Income (2022)	100	23,289	23,289
Net NAV Collection (2022)	444,361	453,130	453,130
Developer Contribution (2022)	0	138,498	138,498
Prepaid Bond Collection (2022)	0	0	0
Total Revenues	\$ 444,461	\$ 614,917	\$ 614,917
EXPENDITURES			
Principal Payments (2022)	150,000	150,000	150,000
Extraordinary Principal Payments (2022)	4,216	0	0
Interest Payments (2022)	290,245	292,495	292,495
Total Expenditures	\$ 444,461	\$ 442,495	\$ 442,495
Net Excess/ (Shortfall)	\$ -	\$ 172,422	\$ 172,422

FUND BALANCE AS OF 9/30/23	\$229,899
FY 2023/2024 ACTIVITY	\$172,422
FUND BALANCE AS OF 9/30/24	\$402,321

Notes

Reserve Fund Balance = \$222,150*. Revenue Account Balance = \$180,171*.

Revenue Account Balance To Be Used To Make 11/1/2024 Interest Payment Of \$143,988.

Series 2022 Bond Information

Original Par Amount =	\$7,775,000	Annual Principal Payments Due:
Interest Rate =	3.00% - 4.00%	May 1st
Issue Date =	February 2022	Annual Interest Payments Due:
Maturity Date =	May 2052	May 1st & November 1st
Par Amount As Of 9/30/24 =	\$7,480,000	

AMENDED FINAL BUDGET
AVE MARIA STEWARDSHIP DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2023 (MASTER)
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 ANNUAL BUDGET	FISCAL YEAR 2023/2024 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2023 - 9/29/2024
REVENUES			
Interest Income (2023)	100	43,633	43,633
Net NAV Collection (2023)	339,521	346,210	346,210
Developer Contribution (2023)	942,617	897,518	429,503
Capitalized Interest (2023)	0	0	0
Total Revenues	\$ 1,282,238	\$ 1,287,361	\$ 819,346
EXPENDITURES			
Principal Payments (2023)	285,000	285,000	285,000
Extraordinary Principal Payments (2023)	0	0	0
Interest Payments (2023)	997,238	747,162	747,162
Transfer To Construction Fund (2023)	0	8,896	8,896
Total Expenditures	\$ 1,282,238	\$ 1,041,058	\$ 1,041,058
Net Excess/ (Shortfall)	\$ -	\$ 246,303	\$ (221,712)

FUND BALANCE AS OF 9/30/23	\$891,573
FY 2023/2024 ACTIVITY	\$246,303
FUND BALANCE AS OF 9/30/24	\$1,137,876

Notes

Reserve Fund Balance = \$642,463*. Revenue Account Balance = \$495,413*.

Revenue Account Balance To Be Used To Make 11/1/2024 Interest Payment Of \$495,413.

11/1/24 Interest Payment To Be Partially Developer Funded.

* Approximate Amounts

Capital Interest Set-Up Through November 2023.

FY 2023/2024 Capital Outlay = \$4,296,581.

Series 2023 Bond Information

Original Par Amount =	\$19,150,000	Annual Principal Payments Due:
Interest Rate =	4.50% - 5.50%	May 1st
Issue Date =	August 2023	Annual Interest Payments Due:
Maturity Date =	May 2053	May 1st & November 1st
Par Amount As Of 9/30/24 =	\$18,865,000	

RESOLUTION NO. 2024-20

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

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

WHEREAS, the District Manager has prepared a Revised Amended Budget for fiscal year 2023/2024 for the master irrigation utility system.

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

Section 1. The Revised Amended Budget for Fiscal Year 2023/2024 for the District's Master irrigation utility is attached hereto as Exhibit "A" is hereby approved and adopted.

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

PASSED, ADOPTED and EFFECTIVE this 12th day of November, 2024.

ATTEST:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairman/Vice Chairman

Ave Maria Master Irrigation Utility

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

AMENDED FINAL BUDGET
AVE MARIA MASTER IRRIGATION UTILITY
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 ANNUAL BUDGET	FISCAL YEAR 2023/2024 AMENDED FINAL BUDGET	YEAR TO DATE ACTUAL 10/1/2023 - 9/29/2024
REVENUES			
Ave Maria Utility Revenue (Irrigation)	1,241,132	1,676,227	1,676,227
Developer Contribution	375,971	156,655	156,655
Connection Fees	7,180	0	0
Installations	148,967	0	0
Miscellaneous Revenue	9,180	0	0
Interest	0	7,791	7,791
Peninsula True-Up Of Expenditures	0	0	0
Total Revenues	\$ 1,782,430	\$ 1,840,673	\$ 1,840,673
EXPENDITURES			
Management Fee	153,680	153,680	153,680
Electricity	243,813	243,812	243,812
Labor & Benefits	427,906	427,906	427,906
Chemicals	1,500	1,500	1,500
Repairs & Maintenance	157,240	157,420	157,240
Testing	2,000	2,000	2,000
Meter Purchase	159,700	159,700	159,700
Meter Installation	6,785	6,785	6,785
Other Direct Costs	230,500	230,500	230,500
Administration Fee	8,000	8,000	8,000
AMUC Bulk Water Charge (Reclaimed)	391,306	459,408	459,408
Peninsula True-Up Of Expenditures	0	150,000	0
Total Expenditures	\$ 1,782,430	\$ 2,000,711	\$ 1,850,531
Excess/ (Shortfall)	\$ -	\$ (160,038)	\$ (9,858)

FUND BALANCE AS OF 9/30/2023	\$ 217,511
PROJECTED FY 2023/2024 ACTIVITY	\$ (160,038)
PROJECTED FUND BALANCE AS OF 9/30/2024	\$ 57,473

To: Board of Supervisors

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

Date: October 22, 2024

Board Meeting Date: November 12, 2024

SUBJECT

Consider Approval of Contract Amendment with Davey Tree Expert Company for Landscape and Irrigation Maintenance Services on the Ave Maria Boulevard Extension.

STAFF RECOMMENDATION

Staff recommends Approval of the Contract Amendment with Davey Tree Expert Company for Landscape and Irrigation Maintenance Services on the Ave Maria Boulevard extension.

GENERAL INFORMATION

At the September 10, 2024 Regular Board Meeting, the Board of Supervisors unanimously approved extending and amending the Landscape and Maintenance Services Contract to Davey Tree Expert Company (Davey Tree). The contractual cost for the first annual renewal is \$729,793.00 which was included in the adopted FY 2024-2025 Operations and Maintenance Budget (Landscape Maintenance Contracts). The Developer agreed to fund the \$31,829.00 amendment to the contract extension for Massa Way, which was turned over to the District after the budget was established.

A portion of Ave Maria Boulevard was recently extended to the north as part of the Anthem Parkway Phase 5A project. Ave Maria Stewardship Community District (District) is responsible for landscape and irrigation maintenance of this area as this is District property. The Ave Maria Boulevard extension is not a part of the existing Davey Tree contract. Davey Tree provided an annual cost of \$32,681.00 to provide service to this area. This cost is consistent with the existing contract for the required services on the Ave Maria Boulevard extension.

PROCUREMENT REVIEW

Not applicable

DISTRICT ENGINEER REVIEW

The District Engineer has reviewed and approved the attached contract.

DISTRICT LEGAL COUNSEL REVIEW

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

FUNDING REVIEW

The first annual renewal cost of \$729,793.00 was included in the adopted FY 2024-2025 Operations & Maintenance Budget and the Developer agreed to fund the \$31,829.00 amendment for Massa Way. The Developer has agreed to fund the \$32,681.00 amendment for the Ave Maria Boulevard extension for the remainder of the FY. If approved, the total amended contract price to Davey Tree will be \$794,303.00.

Attachments

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

This Second Amendment (the “Second Amendment”) is made and entered into as of this 12th day of November, 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 Second Amendment and to perform its obligations and duties hereunder, and each has satisfied all conditions precedent to the execution of this Second Amendment so that this Second 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 Second 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 scope of services shall be revised pursuant to Contractor's proposal for the addition of services (the "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-Two Thousand Six Hundred Eighty-One Dollars and No Cents (\$32,681.00) 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 Second 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 Second 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

Anthem Pkwy Phase 5A

Ave Maria Blvd

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 stated specifications, for the sum of:

Total General Weekly services (mowing, edging & trimming, pruning, weed control, guying, soil testing)

\$ 28,937.00 Yr. Includes:

\$28,937.00 Ave Maria Blvd

Fertilization (All labor and materials) \$2,516 Yr.

Month of Fertilization:

January

March

May

July

September

November

Irrigation \$1228 Yr.

Inspections will be done monthly

The total price of service for Ave Maria Blvd

\$32,681 Yr.

To: Board of Supervisors

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

Date: October 23, 2024

Board Meeting Date: November 12, 2024

SUBJECT

Receive presentation from England, Thims & Miller, Inc. (ETM), the company who developed the asset management software and programming for the Ave Maria Stewardship Community District.

STAFF RECOMMENDATION

Staff recommends the Board receive the presentation from England, Thims, & Miller, Inc. regarding the asset management software and programming for the Ave Maria Stewardship Community District.

GENERAL INFORMATION

The Ave Maria Stewardship Community District (District) has been working with England, Thims, & Miller, Inc. (ETM) to provide GIS and Asset Management Consulting Services for over a year. ETM provides system optimization, data management, training & support, operational process review, and system administration. Over the past year, we have had onsite sessions to gather information and provide onsite training. ETM developed asset management software that District employees have been using to track repairs and maintenance.

ETM will be presenting the asset management software and the benefits to the District.

PROCUREMENT REVIEW

Not applicable

DISTRICT ENGINEER REVIEW

Not applicable.

DISTRICT LEGAL COUNSEL REVIEW

Not applicable.

FUNDING REVIEW

Not applicable

To: Board of Supervisors

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

Date: October 23, 2024

Board Meeting Date: November 12, 2024

SUBJECT

Consider approval of Contract with England, Thims & Miller, Inc. to continue to provide asset management software, programming, and support services for the Ave Maria Stewardship Community District.

STAFF RECOMMENDATION

Staff recommends approval of the Contract with England, Thims & Miller, Inc. to continue to provide asset management software, programming, and support services for the Ave Maria Stewardship Community District.

GENERAL INFORMATION

The Ave Maria Stewardship Community District (District), in coordination with the Ave Maria Utility Company, LLLP, has been working with England, Thims, & Miller, Inc. (ETM) to provide GIS and Asset Management Consulting Services for over a year. ETM provides system optimization, data management, training & support, operational process review, and system administration. Over the past year, we have had onsite sessions to gather information and provide onsite training. ETM developed asset management software that District employees have been using to track repairs and maintenance.

The District's Goals, Objectives, and Performance Measures/Standards were approved unanimously at the September 10, 2024 Board Meeting. Asset Management Software Integration is included as Goal 2.2 which includes completing the asset management integration and completing the onboarding process for at least one contractor. ETM has been instrumental in system optimization, data management, and providing training and support. Continued consulting services and support with ETM will make this process seamless.

The District requests the Board's approval of the contract with ETM to continue to provide ongoing consulting services to support GIS and Asset Management needs. The contract includes system optimization, data management, training & support, operational review process, system administration, configurations support, and other GIS or asset management support at the request of the District.

The District budgeted \$125,000 in the adopted FY 2024/2025 budget to operate and maintain the asset management software and licensing. Funding ETM's contract in the amount of \$115,000 is within the O&M budget for this service. Please note that the District's software and licensing fees in the amount of \$10,000 annually is a shared cost with Ave Maria Utility Company (AMUC).

This item also includes a Memorandum of Understanding between the District and AMUC to accompany the contract as the Esri ArcGIS Online and Cartegraph software includes assets for both the District and AMUC.

PROCUREMENT REVIEW

The contract is in accordance with Chapter 2004-461, Laws of Florida

DISTRICT ENGINEER 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

Funding is within the budgeted amount in the FY24/25 Adopted Operating & Maintenance Budget.

Attachments

**AGREEMENT BETWEEN THE AVE MARIA STEWARDSHIP COMMUNITY
DISTRICT AND ENGLAND-THIMS & MILLER, INC., FOR GIS AND ASSET
MANAGEMENT CONSULTING SERVICES**

THIS AGREEMENT (the “**Agreement**”) is made and entered into this ____ day of November, 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

England-Thims & Miller, Inc., a Florida corporation, with a mailing address of 14775 Old St. Augustine Road, Jacksonville, Florida 32258 (the “**Consultant**”, together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, facilities and services within and without the boundaries of the District; and

WHEREAS, the District has a need to retain a consultant to provide geographic information system (“GIS”) and asset management consulting services, all as set forth in **Exhibit A** (the “**Services**”); and

WHEREAS, the Consultant represents that it is licensed, qualified and capable of providing the Services, such services are not within the scope of Section 287.055, Florida Statutes, governed by the Consultants’ Competitive Negotiation Act, and has agreed to provide such services for the District in accordance with the terms of this Agreement; and

WHEREAS, the District and Consultant warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and the acts and deeds to be performed by the Parties and the payments by the District to the Consultant of the sums of money herein specified, it is mutually covenanted and agreed as follows:

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

ARTICLE 2. DESCRIPTION OF WORK AND SERVICES. The duties, obligations, and responsibilities of the Consultant are to provide the services, labor and materials described in the attached **Exhibit A** which is incorporated herein by this reference.

ARTICLE 3. COMPENSATION. Consultant shall perform the Services identified in

Section 2 herein as set forth in **Exhibit A**. Payment shall be due monthly upon submission of a monthly invoice as set forth herein. This payment includes, but is not limited to, all materials and labor necessary to complete the Services as described herein. Consultant agrees to render each monthly invoice to the District, in writing, which shall be delivered or mailed to the District. The District shall pay the Consultant in accordance with the Prompt Payment Act. No additional services shall be provided by the Consultant unless done at the direction of the District in writing.

ARTICLE 4. RESERVED

ARTICLE 5. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the Consultant shall act as an independent contractor. Neither the Consultant nor employees of the Consultant, if there are any, are employees of the District under the meaning or application of any federal or state unemployment or insurance laws or Old Age Laws or otherwise. The Consultant agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Consultant, if there are any, in the performance of this Agreement. The Consultant shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Consultant shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

ARTICLE 6. TERM OF AGREEMENT. This Agreement shall become effective as of the date first written above and shall terminate upon completion of the Services set forth herein, unless terminated earlier in accordance with the terms of this Agreement.

ARTICLE 7. OWNERSHIP OF DOCUMENTS.

- A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Consultant pursuant to this Agreement (the “**Work Product**”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. The Consultant shall deliver all Work Product to the District upon completion thereof unless it is necessary for Consultant, in the District’s sole discretion, to retain possession for a longer period of time. Upon early termination of the Agreement, the Consultant shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Consultant shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent.
- C. Upon termination of this Agreement, Consultant shall export all Work Product to from its systems and deliver to the District.
- D. Transfer of Work Product shall be contingent upon payment for Services rendered in accordance with the requirements of this Agreement.

A. The Consultant shall, at its own expense, maintain insurance during the performance of the Services pursuant to this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000
Property Damage (including Contractual)	\$1,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	

- B. The District and its supervisors, officers and professional staff shall be named as an additional insured party. Consultant shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida. At no time shall Consultant be without insurance in the above amounts. Consultant shall, without interruption, maintain the aforementioned insurance for professional liability for errors and omissions for at least five (5) years after the completion or termination of this Agreement.
- C. If Consultant fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Consultant 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.

ARTICLE 9. NOTICES. All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. **If to District:** Ave Maria Stewardship Community District
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to: Kutak Rock LLP

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

B. **If to the Consultant:** England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, Florida 32258
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Consultant may deliver Notice on behalf of the District and the Consultant. 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.

ARTICLE 10. INDEMNIFICATION.

- A. Consultant agrees to indemnify, defend, and hold the District and the District's officers and employees harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, which may come against the District and the District's officers and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Consultant or persons employed or utilized by Consultant in the course of any work done under this Agreement.
- C. The Consultant hereby acknowledges, agrees, and covenants that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to section 768.28, *Florida Statutes*, or other statute or law. This Article shall survive any termination of this Agreement.

ARTICLE 11. NEGOTIATION AT 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 and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

ARTICLE 12. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party 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.

ARTICLE 13. ENTIRE AGREEMENT; CONFLICT. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement. To the extent that the provisions of **Exhibit A** conflict with the terms provided in this Agreement, the terms of this Agreement shall control.

ARTICLE 14. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

ARTICLE 15. PUBLIC RECORDS. Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Consultant acknowledges that the designated public records custodian for the District is **Allyson Holland** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Consultant 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 Consultant 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 Consultant’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 Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 398-8910, AHOLLAND@SDSINC.COM, OR AT 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 34105.

ARTICLE 16. EMPLOYMENT VERIFICATION. The Consultant agrees that it shall bear the responsibility for verifying the employment status, including but not limited to the requirements under the provisions of the Immigration Reform and Control Act of 1986 and Section 448.095, *Florida Statutes*, as each are amended and supplemented, of all persons it employs in the performance of this Agreement

ARTICLE 17. CONTROLLING LAW AND VENUE. Consultant and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Collier

County, Florida.

ARTICLE 18. TERMINATION. The District shall have the right to terminate this Agreement immediately due to Consultant's failure to perform in accordance with the terms of this Agreement or for any reason with ten (10) days written notice to the Consultant. Consultant shall have the right to terminate this Agreement upon ten (10) days written notice mailed to the District at the address written above stating a failure of the District to perform in accordance with the terms of this Agreement; provided, however, that the District shall be afforded a reasonable opportunity to cure such defect. Upon termination, and as the Consultant's sole and exclusive remedy for any termination hereunder, Consultant is entitled to payment for the portion of the Services performed up to the date of termination, but subject to any offsets the District may have against such amounts as the Consultant's sole remedy for recovery under this Agreement.

ARTICLE 19. CONTINGENT FEE. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 20. CONFLICTS OF INTEREST. The Consultant shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

ARTICLE 21. CARE OF THE PROPERTY. Consultant shall use all due care to protect the property of the District, its residents, landowners, paid users, and authorized guests from damage by Consultant or its employees or agents. Consultant agrees to repair any damage resulting from Consultant's activities and work within seventy-two (72) hours.

ARTICLE 22. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. The Consultant shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Consultant shall 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 any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Consultant or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of the Services. Additionally, the Consultant shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

ARTICLE 23. COMPLIANCE WITH PROFESSIONAL STANDARDS.

- A. The Consultant shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met. The District agrees that

the standard of care for all of Consultant's professional and related services performed under this Agreement shall be the care and skill ordinarily used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant shall be responsible for, and warrant, the technical accuracy of its services and related documents.

- B. In performing its obligations under this Agreement, the Consultant and each of its agents, servants, employees, or anyone directly or indirectly employed by the Consultant, shall maintain the standard of care, skill, diligence, and professional competency for such work and/or services ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances, and at the time and place where the services are performed. Any designs, drawings, reports, or specifications prepared or furnished by the Consultant that contain errors, conflicts, or omissions will be promptly corrected by the Consultant at no cost to the District.

ARTICLE 24. RECOVERY OF COSTS AND FEES. In the event either the District or Consultant is required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, whoever substantially prevails shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorney's fees, paralegal fees, and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

ARTICLE 25. ASSIGNMENT. Neither the District nor the Consultant may assign this Agreement without the prior written approval of the other.

ARTICLE 26. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

ARTICLE 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

ARTICLE 28. COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format

ARTICLE 29. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. THE CONSULTANT AGREES TO COMPLY WITH SECTION 20.055(5), *FLORIDA STATUTES*, TO COOPERATE WITH THE INSPECTOR GENERAL IN ANY INVESTIGATION, AUDIT, INSPECTION, REVIEW, OR HEARING PURSUANT SUCH SECTION AND TO INCORPORATE IN ALL SUBCONTRACTS THE OBLIGATION TO COMPLY WITH SECTION 20.055(5), *FLORIDA STATUTES*.

ARTICLE 30. SCRUTINIZED COMPANIES STATEMENT. Consultant certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Consultant is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Agreement.

[remainder of this page intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

Chairperson, Board of Supervisors

ENGLAND-THIMS & MILLER, INC.

By: _____
Its: _____

Exhibit A: Scope of Services

Exhibit A
Scope of Services

November 4, 2024

Allyson Holland
Ave Maria Community Stewardship District
5080 Annunciation Cir #101, Ave Maria, FL 34142
aholland@sdsinc.org
239-398-8910

RE: 2025 GIS and Asset Management Services | ETM No. 24107.

Dear Allyson Holland:

Pursuant to your request, England, Thims & Miller, Inc. (ETM) an Esri Gold Partner and OpenGov's Cartegraph Asset Management Implementation Partner is pleased to submit a professional services fee proposal to Ave Maria Community Stewardship District for continued geographic information system (GIS) and asset management consulting services.

Task 1 – Esri GIS & OpenGov Cartegraph Asset Management Support Services***Place of Performance:*** Virtual/Remote/On-site***Time Length:*** 1 Year***Services and Approach:***

ETM will provide on-going consulting services to the Ave Maria Community Stewardship District to support GIS and asset management needs. The services requested must not conflict with any future and existing professional services scoped and contracted with OpenGov (i.e., implementation, orange advantage). ETM will coordinate with OpenGov's professional services team to help avoid any conflicts, and if the future or existing implementation professional services were to be performed by ETM.

ETM will provide a dedicated geospatial consultant and project team to provide the following, but not limited to type of staff augmentation services.

- **System Optimization:** Review and standardize Ave Maria Community Stewardship District's Esri Enterprise, Esri ArcGIS Online, or Cartegraph Asset Management environments to better align with industry standards or best practices.
- **Data Management:** Review databases and system architecture, provide routine data management services and/or database configuration and schema/structure updates for Ave Maria Community Stewardship District. Provide best practice recommendations and help discover opportunities to automate processes.
- **Training and Support.** Provide GIS training, asset management training, and dedicated support to Ave Maria Community Stewardship District.
- **Operational Process Review.** Identify opportunities to improve existing operational processes and workflows for GIS and asset management.
- **System Administration:** Provide Esri GIS and Cartegraph Asset Management administration for Ave Maria Community Stewardship District.
- **Configurations:** Provide additional configurations, reports, or automations for new and or existing assets, processes, etc. in Cartegraph Asset Management.
- **Additional Other GIS and Asset Management Services at the request of Ave Maria Community Stewardship District.**

Identified Professional Services (Included):

1. 3-day on-site with the Ave Maria Community Stewardship District which includes a requirement gathering session and training with staff. ETM will dedicate 2 staff members to the on-site visit and training.
2. On-going support the following to continue enhancing GIS and asset management:
 - a. Additional configurations identified from the on-site
 - b. Training and staff support
 - c. Automation and Reports
 - d. Preventative Maintenance Plans
 - e. Data standardization (includes GIS data conversion)
3. Data conversion and imports into Cartegraph Asset Management (as needed)
4. Build-out of GIS web maps to support detailed printing and interactive basemaps.

3 Day On-site Visit (Included):

ETM will provide a 3-day on-site visit to conduct training and a requirement gathering workshop with Ave Maria Community Stewardship District. Through the workshop's interviews and training, ETM will identify best fit scenarios for Cartegraph Asset Management and best configure and optimize the services listed above.

Project Coordination and Support:

ETM will provide a dedicated resource to the Ave Maria Community Stewardship District and will conduct routine check-in meetings and be available for assistance as needed. Along with the dedicated resource, the Ave Maria Community Stewardship District will have access to the rest of ETM's geospatial technologies group as needed to help support goals and objectives.

Task 1 - Cost Budget **	
Cost (monthly)	\$9,583
Total Cost (1-year)	\$115,000

*** Not to exceed cost or term without prior approval.
Values are rounded accordingly*

Additional On-site Visits (Optional):

At the request of the Ave Maria Community Stewardship District, ETM would be available for on-site visits as needed. Any additional travel expenses for meals, rentals, and hotels, etc. related to the request will also be scoped separately. A rate of \$155/hr. for support staff and \$185/hr. for the project manager will be applied to capture travel and services.

GENERAL CONDITIONS

PAYMENT TERMS - Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month. If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable.

In the event Client requests termination of the services prior to completion, the Client shall pay all outstanding invoices and all charges incurred between the issuance of the latest invoice through the date services are stopped plus any shutdown costs. If during the execution of the services, England, Thims & Miller, Inc. (ETM) is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be applicable.

ETM will issue monthly invoices. For Lump Sum work, the invoice will reflect the percentage complete for each contract task item. For hourly services, the invoice will reflect the hours worked times the standard hourly billing rates as shown on Attachment A, (incorporated herein by reference). ETM's standard hourly billing rates are reevaluated annually prior to the beginning of the calendar year.

INSURANCE - ETM maintains Workers' Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury and property damage limits of \$1,000,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that ten days written notice be given prior to cancellation.

Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, ETM will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

STANDARD OF CARE - The only warranty or guarantee made by ETM in connection with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

PERMITTING/ZONING - The Client is herein notified that several City, State and Federal environmental, zoning and regulatory permits may be required for this project. ETM will assist the Client in preparing these permits at the Client's direction. However, the Client acknowledges that it has the responsibility for submitting, obtaining and abiding by all required permits. Furthermore, the Client holds ETM harmless from any losses or liabilities resulting from such permitting or regulatory action.

LIMITATION OF LIABILITY - To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of England, Thims & Miller, Inc. and its officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of ETM and its officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by ETM under this Agreement, or the total amount of \$50,000.00, whichever is less.

If Client prefers to have higher limits on professional liability, ETM agrees to increase the limits up to a maximum of \$500,000 upon Client's written request at the time of accepting this proposal provided that the Client agrees to pay an additional charge as a result of such increase.

SEVERABILITY AND SURVIVAL - If any of the provisions contained in this AGREEMENT are held invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

GOVERNING LAW - This agreement shall be governed in all respects by the laws of the State of Florida.

COST OPINIONS - Any cost opinions or Project economic evaluations provided by ETM will be on a basis of experience and judgment, but, since it has no control over market conditions or bidding procedures, ETM cannot warrant that bids, cost estimates, ultimate construction cost, or Project economics will not vary from these opinions.

DATA - Any Data provided by the Client and deemed by the Client as either "Confidential" or "Proprietary" will not be disclosed and will only be used for the sole purpose of analytics for the work product provided by ETM to the Client. Client data will be housed in a Client specific portal and be secured with Client specific username and password.

SALES TAX - The purchaser of the services described herein shall pay any applicable state sales tax in the manner and in the amount as required by law.

OWNERSHIP OF DOCUMENTS - All documents, including, but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by ETM as instruments of service pursuant to this Agreement, shall be the sole property of ETM. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by ETM, pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of ETM, and ETM will provide Client with copies of documents created in the performance of the work for a period not exceeding five years following submission of the final plans and specifications contemplated by this Agreement.

SAFETY - Should ETM provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by ETM is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

INDEMNIFICATION - In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless ETM and its directors, employees, agents and subconsultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of ETM.

PURSUANT TO FLORIDA STATUTES SECTION 558.0035(2013), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES - In no event shall either party hereunder be liable to the other party for punitive, speculative, consequential or special damages of any kind.

CONTRACT ADMINISTRATION - Client agrees that ETM will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that ETM will not assume responsibility for the contractor's means methods, techniques, sequences or procedures of construction and it is understood that field services provided by ETM will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control", are used to mean periodic observation of the work by ETM to verify substantial compliance with the plans, specifications and design concepts. Continuous inspections by our employees do not mean that ETM is observing placement of all materials. Full-time inspection means that an employee of ETM has been assigned for eight-hour days during regular business hours.

Construction inspection and monitoring services which exceed 40 hours per week for one individual shall be invoiced at 150% of the standard billing rate.

ASSIGNABILITY - Client and ETM, respectively bind themselves, their successors and assigns to the other party to this Agreement and to the successors and assigns of such other part with respect to all covenants of this Agreement. Neither Client nor ETM shall assign this Agreement without the prior written consent of the other part.

INTEGRATION - This Agreement represents the entire and integrated Agreement between Client and ETM and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

LIMITATIONS ON CAUSES OF ACTION - Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have occurred and the applicable statutes of limitations shall commence to run not later than (i) the date of substantial completion for acts or failures to act occurring prior to substantial completion of our engineering services pursuant to this Agreement; or (ii) the date of issuance of our final invoice for acts or failure to act occurring after substantial completion of our engineering services pursuant to this Agreement.

THIRD PARTY BENEFICIARY - Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or ETM.

Revised: 10/01/2020
Effective Date: 01/01/2015

ETM Software Supplement

As Shown in Task 1

Client Name: Ave Maria Community Stewardship District ("**Client**")

Client Address: 5080 Annunciation Cir #101, Ave Maria, FL 34142

Client Contact: Allyson Holland

Client Email: aholland@sdsinc.org

Client Phone: 239-398-8910

Software: ☐ DeepVUE Geospatial ☒ Esri ☒ OpenGov ☐ Other: _____

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

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

Software-Specific Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Submission to Jurisdiction: Any legal action arising out of or relating to this Software Supplement must be instituted in the federal or state courts located in Jacksonville, Florida. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such action. **Survival:** The Mutual Confidentiality, Indemnification, Warranty Disclaimer, and Intellectual Property Ownership, and Submission to Jurisdiction clauses hereof will survive the termination or expiration of this Software Supplement.

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

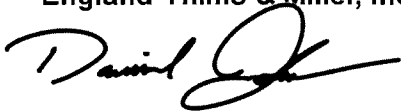
If you should have any questions or require additional information, please call. Thank you for this opportunity to be of professional service.

Sincerely,

Accepted _____ day
this _____

England-Thims & Miller, Inc.

of _____, 2024



By: _____

Daniel Johns, GISP
Director of Geospatial Technologies

For: Ave Maria Community Stewardship District



Shawn Barnett
EVP, Survey and Geospatial Technologies

Its: _____

**MEMORANDUM OF UNDERSTANDING REGARDING GIS AND ASSET
MANAGEMENT SYSTEM AND THE FUNDING OF THE COST THEREOF**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into as of this ____ day of November, 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, being situated in Collier County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”); and

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

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Chapter 2004-461, Laws of Florida, as amended (the “**Act**”), for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements on lands located within the District;

WHEREAS, the AMUC is a Florida limited liability partnership which owns and/or maintains certain private utility improvements and real property (“**AMUC Property**”) located within the District; and

WHEREAS, the District is the owner of certain improvements and real property, including but not limited to roadways, irrigation utility improvements, stormwater management improvements, pipes, structures, and ponds and real property; and

WHEREAS, AMUC previously contracted with independent contractors to provide geographic information system and asset management consulting services (the “**Services**”) for assets located within the District owned by a variety of community parties, including the District; and

WHEREAS, the District and AMUC previously entered into a Cost Share Agreement Between District and AMUC dated March 7, 2023, as amended, to provide and pay for initial consulting services to set up the asset management system (the “**System**”); and

WHEREAS, it is in the best interest of the residents of the District and customers of AMUC to clearly and logically delineate rights and responsibilities between the AMUC and the District for the operation access, management and maintenance of the System, and to base such delineation on the most efficient and cost-effective approach for the entire community; and

WHEREAS, the District and the AMUC desire to enter into this MOU in order to set forth the parties’ rights, duties and obligations relative to same.

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:

1. **INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this MOU.
2. **DIVISION OF RIGHTS RELATIVE TO SYSTEM.**
 - A. **AMUC.** AMUC shall contract for and fund asset management services necessary for System updates and management of improvements owned by AMUC. AMUC shall ensure District has access to all portions of the System pertaining to District assets.
 - B. **DISTRICT.** District shall contract for and fund asset management services necessary to maintain the System with regard to improvements owned by the District. District shall have access to all portions of the System pertaining to District assets.
3. **NOTICE OF NON-COMPLIANCE OR TERMINATION.** The parties shall provide a minimum of twelve (12) months' written notice of its anticipated non-compliance with any of the terms of this MOU, or of its intent to terminate the MOU, to the other party hereto. Either party may terminate this MOU by providing at least twelve (12) months written notice to the other party. All notices shall be sent by certified mail or other method providing confirmation of delivery to the other party at the address provided on the first page of this MOU or such other address as the party provides to the other party in writing. Upon notice of termination, AMUC agrees to cooperate with District regarding exportation of all District records, data and information contained within the System in a format accessible to the District.
4. **PUBLIC RECORDS.** The AMUC understands and agrees that all documents of any kind provided to the District or the District's staff in connection with the activities contemplated under this MOU are public records pursuant to Chapter 119, *Florida Statutes*, and are treated as such in accordance with Florida law.
5. **AUTHORIZATION.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this MOU, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.
6. **AMENDMENTS; ASSIGNMENT.** Amendments to and waivers of the provisions contained in this MOU may be made only by an instrument in writing which is executed by each of the parties hereto. Neither of the parties may assign their rights, duties, or obligations under this MOU without prior written approval of the other party. Any purported assignment without said written authorization shall be void.
7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this MOU shall not affect the validity or enforceability of the remaining portions of this MOU, or any part of this MOU not held to be invalid or unenforceable.

8. **EXECUTION IN COUNTERPARTS.** This MOU may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.
9. **FINAL AGREEMENT.** This instrument shall constitute the final and complete expression between the District and AMUC relating to the subject matter of this MOU.

[SIGNATURES ON PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this MOU effective as of the date set forth above.

ATTEST: _____ Secretary	AVE MARIA STEWARDSHIP COMMUNITY DISTRICT _____ Chair, Board of Supervisors
WITNESS: _____ Witness Signature	AVE MARIA UTILITY COMPANY, LLLP. , a Florida limited liability limited partnership By: _____ Name: _____ Title: _____

To: Board of Supervisors

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

Date: October 22, 2024

Board Meeting Date: November 12, 2024

SUBJECT

Provide update to Board of Supervisors on Developer Engagement with Gravina, Smith, Matte & Arnold Marketing and Public Relations to provide public relations services for the Ave Maria Stewardship Community District.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors receive the update on the Developer Engagement with Gravina, Smith, Matte & Arnold Marketing and Public Relations (GSMA) to provide public relations services for the Ave Maria Stewardship Community District (District).

GENERAL INFORMATION

The District's Goals, Objectives, and Performance Measures/Standards were approved unanimously at the September 10, 2024 Board Meeting. Improving Communication is included as Goal 1.2. For many years, the Board and residents have asked for better communication from the District. In an effort to begin improving communication, staff contacted a local public relations firm to discuss the needs of the District.

Gravina, Smith, Matte & Arnold Marketing and Public Relations (GSMA) is a full-service public relations and marketing agency that has served Southwest Florida for over 40 years. Their firm has extensive experience in and a successful record of developing results-oriented public relations and marketing programs for local, regional and national organizations.

Although the District did not budget for public relations services this year, Ave Maria Development contracted with GSMA to provide their services for the District. GSMA understands that the District is seeking strategic communications services to develop messaging to inform and educate residents and community members. It is essential to clearly communicate the role and impact the District has in the community and provide a comprehensive understanding of the District to its stakeholders.

PROCUREMENT REVIEW

Not applicable as Developer is contracting and funding these services.

DISTRICT ENGINEER REVIEW

Not applicable.

DISTRICT LEGAL COUNSEL REVIEW

Not applicable as agreement is between the Developer and GSMA.

FUNDING REVIEW

The Developer has agreed to fund the services requested pursuant to the contract terms and conditions. The District may budget for these services in a future fiscal year and enter into an agreement directly with a firm for these services.

Attachments

To: Board of Supervisors

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

Date: October 23, 2024

Board Meeting Date: November 12, 2024

SUBJECT

Consider Approval of Contract with Stantec Consulting Services, Inc. for evaluating alternative irrigation rate structures for the Master Irrigation Utility.

STAFF RECOMMENDATION

Staff recommends Approval of the Contract with Stantec Consulting Services, Inc. for evaluating alternative irrigation rate structures for the Master Irrigation Utility.

GENERAL INFORMATION

The Master Irrigation Utility is owned by the Ave Maria Stewardship Community District (District) and maintained through the Ave Maria Utility Company (AMUC). Irrigation rates were initially established in 2007. Irrigation rates consist of a base charge and a tiered consumption charge based on usage. The District faces sizable expense in providing irrigation water and does not receive revenue from property taxes or any other financial support. The Master Irrigation Utility operates as an enterprise fund; an organization that provides goods or services to Ave Maria for a fee that makes the entity self-supporting. The goal of the Master Irrigation Utility budget is to achieve revenue neutrality. FY 2023/2024's anticipated loss is approximately \$370,000 against \$1.41M in revenue; the developer has funded any deficit in the past.

A base charge is a user fee that funds the total cost of operations, maintenance, and non-growth related capital improvements. The base charge for most utilities or municipalities varies based on the meter size. AMUC has upheld a universal base charge, regardless of meter size, since inception. This has likely negatively affected the budget over time, and is one of the factors driving the need for the rate structure evaluation. For example, AMUC's base charge for irrigation is currently \$8.60 regardless if the user has a 1" meter or a 6" meter. Collier County Public Utilities base rate is \$19.59 for a 1" meter and \$782.03 for a 6" meter.

The irrigation system distribution system was designed based on an irrigation assumption of 1.5"/week of irrigable area assumed at 40% of the lot size. The volume of irrigation is consistently exceeded by all users (residential and general/commercial).

Stantec will evaluate alternative rate structures including an enhanced conservation tiered

structure based on end user irrigable acreage. AMUC currently utilizes smart meter technology which enables identification of users that exceed a usage threshold and/or exceed usage during irrigation restrictions.

Stantec Consulting Services, Inc. (Stantec) will provide support services to the District related to evaluating alternative irrigation rate structures. Regular rate adjustments are necessary to ensure the rates generate the right amount of revenue and cash flow to provide reliable and sustainable services. Rates must keep up with the increasing costs of operations, including increases in the costs of electricity, raw materials like fuel and chemicals, insurance and labor, and changing regulatory requirements. Ultimately, the District Board of Supervisors must approve any changes in Master Utility rates in accordance with the requirements of Chapter 2004-461, Laws of Florida. Through continued diligent cost containment efforts and measured risk approach to scheduling capital improvement projects, the District is positioned to provide its very high level of service. It is our intention to review irrigation rates regularly moving forward.

PROCUREMENT REVIEW

The contract is in accordance with Chapter 2004-461, Laws of Florida.

DISTRICT ENGINEER 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

Services for evaluating alternative rate structures for the master irrigation utility is not included in the adopted FY 2024-2025 Master Utility Irrigation Utility Budget. The Developer agreed to fund the contract cost in the amount of \$47,750.00.

Attachments

**AGREEMENT BETWEEN THE AVE MARIA STEWARDSHIP COMMUNITY
DISTRICT AND STANTEC CONSULTING SERVICES, INC., FOR IRRIGATION
RATE STUDY ANALYSIS SERVICES**

THIS AGREEMENT (the “**Agreement**”) is made and entered into this ____ day of November, 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

Stantec Consulting Services, Inc., a New York corporation, with a mailing address of 777 S. Harbour Island Boulevard, Suite 600, Tampa, Florida 33602-5729 (the “**Consultant**”, together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, facilities and services within and without the boundaries of the District, including but not limited irrigation utility services; and

WHEREAS, the District has a need to retain a consultant to provide rate study analysis services, all as set forth in **Exhibit A** (the “**Services**”); and

WHEREAS, the Consultant represents that it is licensed, qualified and capable of providing the Services, such services are not within the scope of Section 287.055, Florida Statutes, governed by the Consultants’ Competitive Negotiation Act, and has agreed to provide such services for the District in accordance with the terms of this Agreement; and

WHEREAS, the District and Consultant warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and the acts and deeds to be performed by the Parties and the payments by the District to the Consultant of the sums of money herein specified, it is mutually covenanted and agreed as follows:

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

ARTICLE 2. DESCRIPTION OF WORK AND SERVICES. The duties, obligations, and responsibilities of the Consultant are to provide the services, labor and materials described in the attached **Exhibit A** which is incorporated herein by this reference.

ARTICLE 3. COMPENSATION. Consultant shall perform the Services identified in

Section 2 herein as set forth in **Exhibit A** for a fixed fee of Forty-Nine Thousand, Seven Hundred and Fifty Dollars and no cents (\$49,750). Payment shall be due monthly upon submission of a monthly invoice based on the percentage of each task completed as set forth herein. This payment includes, but is not limited to, all materials and labor necessary to complete the Services as described herein. Consultant agrees to render each monthly invoice to the District, in writing, which shall be delivered or mailed to the District. The District shall pay the Consultant in accordance with the Prompt Payment Act. No additional services shall be provided by the Consultant unless done at the direction of the District in writing.

ARTICLE 4. RESERVED

ARTICLE 5. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the Consultant shall act as an independent contractor. Neither the Consultant nor employees of the Consultant, if there are any, are employees of the District under the meaning or application of any federal or state unemployment or insurance laws or Old Age Laws or otherwise. The Consultant agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Consultant, if there are any, in the performance of this Agreement. The Consultant shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Consultant shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

ARTICLE 6. TERM OF AGREEMENT. This Agreement shall become effective as of the date first written above and shall terminate upon completion of the Services set forth herein, unless terminated earlier in accordance with the terms of this Agreement.

ARTICLE 7. OWNERSHIP OF DOCUMENTS.

- A. All rights in and title to all models, programs, reports, or other tangible work product originally developed by Consultant pursuant to this Agreement (the “**Work Product**”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. The Consultant shall deliver all Work Product to the District upon completion thereof unless it is necessary for Consultant, in the District’s sole discretion, to retain possession for a longer period of time. Upon early termination of the Agreement, the Consultant shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Consultant shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent.

ARTICLE 8. INSURANCE.

- A. The Consultant shall, at its own expense, maintain insurance during the performance of the Services pursuant to this Agreement, with limits of liability not

less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000
Property Damage (including Contractual)	\$1,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	

- B. The District and its supervisors, officers and professional staff shall be named as an additional insured party. Consultant shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida. At no time shall Consultant be without insurance in the above amounts. Consultant shall, without interruption, maintain the aforementioned insurance for professional liability for errors and omissions for at least five (5) years after the completion or termination of this Agreement.
- C. If Consultant fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Consultant 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.

ARTICLE 9. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. **If to District:** Ave Maria Stewardship Community District
 2501A Burns Road
 Palm Beach Gardens, Florida 33410
 Attn: District Manager

With a copy to: Kutak Rock LLP
 107 West College Avenue
 Tallahassee, Florida 32301
 Attn: District Counsel

B. **If to the Consultant:** Stantec Consulting Services, Inc.
777 S. Harbour Island Boulevard, Suite 600
Tampa, Florida 33602-5729
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Consultant may deliver Notice on behalf of the District and the Consultant. 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.

ARTICLE 10. INDEMNIFICATION.

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), expenses, and any interest actually incurred against the District.
- B. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. For avoidance of doubt, indemnification obligation of the Contractor herein requires the Contractor to indemnify the District for any and all percentage of fault attributable to Contractor in any claims arising hereunder (whether such claim is against the District, the Contractor or the District and Contractor as jointly liable Parties) regardless of whether the District is adjudged to be more or less than 50% at fault.
- C. The Consultant hereby acknowledges, agrees, and covenants that nothing in this Agreement shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to section 768.28, *Florida Statutes*, or other statute or law. This Article shall survive any termination of this Agreement.

ARTICLE 11. NEGOTIATION AT 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 and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

ARTICLE 12. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party 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.

ARTICLE 13. ENTIRE AGREEMENT; CONFLICT. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement. To the extent that the provisions of **Exhibit A** conflict with the terms provided in this Agreement, the terms of this Agreement shall control.

ARTICLE 14. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

ARTICLE 15. PUBLIC RECORDS. Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Consultant acknowledges that the designated public records custodian for the District is **Allyson Holland** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant 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 Consultant 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 Consultant'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 Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 398-8910, AHOLLAND@SDSINC.COM, OR AT 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 34105.

ARTICLE 16. EMPLOYMENT VERIFICATION. The Consultant agrees that it shall bear the responsibility for verifying the employment status, including but not limited to the requirements under the provisions of the Immigration Reform and Control Act of 1986 and Section 448.095, *Florida Statutes*, as each are amended and supplemented, of all persons it employs in the performance of this Agreement

ARTICLE 17. CONTROLLING LAW AND VENUE. Consultant and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Collier County, Florida.

ARTICLE 18. TERMINATION. The District shall have the right to terminate this Agreement immediately due to Consultant's failure to perform in accordance with the terms of this Agreement or for any reason with ten (10) days written notice to the Consultant. Consultant shall have the right to terminate this Agreement upon ten (10) days written notice mailed to the District at the address written above stating a failure of the District to perform in accordance with the terms of this Agreement; provided, however, that the District shall be afforded a reasonable opportunity to cure such defect. Upon termination, and as the Consultant's sole and exclusive remedy for any termination hereunder, Consultant is entitled to payment for the portion of the Services performed up to the date of termination, but subject to any offsets the District may have against such amounts as the Consultant's sole remedy for recovery under this Agreement.

ARTICLE 19. CONTINGENT FEE. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 20. CONFLICTS OF INTEREST. The Consultant shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

ARTICLE 21. CARE OF THE PROPERTY. Consultant shall use all due care to protect the property of the District, its residents, landowners, paid users, and authorized guests from damage by Consultant or its employees or agents. Consultant agrees to repair any damage resulting from Consultant's activities and work within seventy-two (72) hours.

ARTICLE 22. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. The Consultant shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Consultant shall 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 any local, State, or Federal governmental body or agency or subdivision thereof with respect to the

services being rendered under this Agreement or any act or omission of the Consultant or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of the Services. Additionally, the Consultant shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

ARTICLE 23. COMPLIANCE WITH PROFESSIONAL STANDARDS.

- A. The Consultant shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met. The District agrees that the standard of care for all of Consultant's professional and related services performed under this Agreement shall be the care and skill ordinarily used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant shall be responsible for, and warrant, the technical accuracy of its services and related documents.
- B. In performing its obligations under this Agreement, the Consultant and each of its agents, servants, employees, or anyone directly or indirectly employed by the Consultant, shall maintain the standard of care, skill, diligence, and professional competency for such work and/or services ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances, and at the time and place where the services are performed. Any designs, drawings, reports, or specifications prepared or furnished by the Consultant that contain errors, conflicts, or omissions will be promptly corrected by the Consultant at no cost to the District.

ARTICLE 24. RECOVERY OF COSTS AND FEES. In the event either the District or Consultant is required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, whoever substantially prevails shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorney's fees, paralegal fees, and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

ARTICLE 25. ASSIGNMENT. Neither the District nor the Consultant may assign this Agreement without the prior written approval of the other.

ARTICLE 26. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

ARTICLE 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

ARTICLE 28. COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall

be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format

ARTICLE 29. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. THE CONSULTANT AGREES TO COMPLY WITH SECTION 20.055(5), *FLORIDA STATUTES*, TO COOPERATE WITH THE INSPECTOR GENERAL IN ANY INVESTIGATION, AUDIT, INSPECTION, REVIEW, OR HEARING PURSUANT SUCH SECTION AND TO INCORPORATE IN ALL SUBCONTRACTS THE OBLIGATION TO COMPLY WITH SECTION 20.055(5), *FLORIDA STATUTES*.

ARTICLE 30. SCRUTINIZED COMPANIES STATEMENT. Consultant certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Consultant is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Agreement.

[remainder of this page intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

Chairperson, Board of Supervisors

**STANTEC CONSULTING SERVICES,
INC.**

By: _____
Its: _____

Exhibit A: Scope of Services

Exhibit A
Scope of Services



Stantec Consulting Services Inc.
777 S. Harbour Island Boulevard, Suite 600
Tampa FL 33602-5729

October 17, 2024

Allyson Holland, P.E.

District Manager
Ave Maria Stewardship Community District
5080 Annunciation Circle, Unit 101
Ave Maria, FL 34142

Dear Ms. Holland,

Reference: Ave Maria Irrigation Rate Analysis

As requested, Stantec has prepared a proposal to provide support services to Ave Maria Stewardship Community District related to evaluating alternative irrigation rate structures. The following information will be analyzed in this study to evaluate alternative irrigation cost recovery models and rate structures:

- 1) Irrigation volume calculations/analysis by land use type based on reasonable/efficient use
- 2) Level and type of current cost requirements for providing service and available funding sources
- 3) Available metered/billed volume, account, and meter size information
- 4) Rate structures and levels of rates for irrigation service of other agencies

The scope of work includes a board presentation and final report summarizing the results. This information can be utilized in educational campaigns that help to inform customers of potential rate changes and their impacts. The proposal includes a Work Plan and Cost Estimate Schedule (Schedule) that describes the tasks to be performed during the project.

Finally, as part of our scope Stantec will review and become familiar with the District's special act in accordance with 2004-461, Laws of Florida and its associated requirements. Stantec will work with Ave Maria's legal counsel to validate our understanding of this act.

We look forward to being of service to the Ave Maria Stewardship Community District on this project. If you have any questions, please do not hesitate to call me at (813) 204-3331.

Respectfully,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in blue ink, appearing to read "C.B. Burnham", written over a light blue rectangular background.

Andy Burnham

Director
Phone: (813) 204-3331
Andrew.burnham@stantec.com

Reference: Ave Maria Irrigation Rate Analysis

Scope of Services

Task 1 – Project Initiation and Data Collection

Stantec will prepare an initial data request list and perform project set up, administrative, and project management activities. In addition, upon sending the initial data request, Stantec will conduct a virtual project kick-off meeting with Stantec project team members and Ave Maria Stewardship Community District staff to review the objectives, schedule, available data, and other important topics.

Task 2 – Cost Allocation Analysis

Stantec will analyze billing consumption data, service area/property data, service agreements and existing customer classes to determine recommended customer classes and cost allocations for developing and evaluating alternative rate structures. Stantec will allocate revenue requirements by type of expense to identified rate components and customer classes based upon accepted industry practices. Stantec will meet with Ave Maria staff in a virtual interactive work session to discuss preliminary results.

Task 3 – Rate Structure Analysis


Stantec will perform a diagnostic review of the current rate structure utilized by Ave Maria Stewardship Community District to identify strengths and weaknesses and make recommendations for improvement as identified. This task also includes comparing the rate structure and typical bills for non-potable water irrigation service for Ave Maria and other utility systems in the geographic area. Stantec will review Ave Maria's billing records, prepare necessary bill frequency analyses, and evaluate various potential rate structures. The potential rate structure modifications to be developed/evaluated will include, but not necessarily be limited to, adjustments to base charges (such as scaling for larger meters), inclusion of allowances in base charges, and alternative number, pricing, and amount of volume in each block of the usage rate structure for defined customer classes.

One virtual meeting is included in this task and will be focused on reviewing the rates, rate structure, and customer bill impacts associated with any change in rate structures and rates for Ave Maria utility customers.

Task 4 – Deliverables

Stantec will prepare a draft report summarizing the analysis performed in Tasks 1-3, including recommendations for Ave Maria staff review. Stantec will also prepare a summary presentation of draft results and present to the Board at a public meeting. Upon receipt of Ave Maria staff comments and Board input, Stantec will make adjustments as appropriate and prepare a final report.

Reference: Ave Maria Irrigation Rate Analysis

<div>  <div> Ave Maria Stewardship Community District Irrigation Rate Analysis Project Work Plan and Cost Schedule </div> </div>						
Project Tasks	Estimated Labor-Hours					Total Project
	Director	Quality Control	Project Manager	Analyst	Admin	
	Andy Burnham	Tracey Moher	Tracy Jarrett	Nish Patel	Various	
Resources → Hourly Rates →	\$375	\$275	\$250	\$175	\$75	
Task 1 Project Initiation & Data Collection	4	2	6	8	5	25
1.1 Prepare initial data request list. Perform project set up and administrative activities.	1	1	2	2	5	11
1.2 Conduct virtual kick-off meeting with staff to review project objectives, schedule, key issues, approach, available data, and key assumptions. [Meeting #1]	2	0	2	2	0	6
1.3 Review initial billing and account data, prior studies, current financial data, existing fee structure, and other documentation provided by staff and submit supplemental requests.	1	1	2	4	0	8
Task 2 Cost Allocation Analysis	10	5	15	25	0	55
2.1 Review all test year costs/revenue requirements and offsetting funding sources associated with the provision of irrigation service and identify level of revenue to be generated from rates with staff.	1	1	2	2	0	6
2.2 Analyze billing consumption records, service area/property data, service agreements/account information, and existing customer classes to determine recommended customer classes for rate design.	4	2	6	12	0	24
2.3 Allocate costs/revenue requirements to identified functions (supply, distribution, billing, etc.) and rate components (base charges vs. usage rates).	2	1	3	6	0	12
2.4 Review results with consulting team, make adjustments, and identify comparison of cost allocation and revenues by rate component/customer	1	1	2	3	0	7
2.5 Meet with staff in a virtual interactive work session to review preliminary results. [Meeting #2]	2	0	2	2	0	6
Task 3 Rate Structure Analysis	12	8	18	47	0	85
3.1 Prepare a rates and bill comparison and conduct a diagnostic analysis of the current rate structure for all customer classes to identify strengths and weaknesses in terms of but not limited to the following criteria: a. Compliance with legal precedent and generally accepted industry practice (national and local). b. Fair and equitable distribution of costs to customers in proportion to the benefit received and/or demand placed on the system. c. Consistency with policies and objectives, such as conservation. d. Fiscal stability/cost recovery. e. Ease of administration and understanding to staff and customers.	2	1	2	8	0	13
3.2 Develop User Fees: a. Load billing history and account/property data into rate model and create bill frequency analyses. b. Conduct a revenue test to ensure accuracy of billing data. c. Set up the rate model in conformance with the rate design evaluation in Task 3.1 and the cost allocation results of Task 2. d. Prepare a customer impact analysis to compare alternative rates for each class of customer to the existing rates.	1	2	4	16	0	23
3.3 Develop/evaluate potential rate structure modifications including but not limited to adjustments to base charges (such as scaling for larger meters), inclusion of allowances in base charges, and alternative number, pricing, and amount of volume in each block of the usage rate structure by class.	3	1	3	6	0	13
3.4 Review results with consulting team, quality control review, and adjust as required.	2	2	2	6	0	12
3.5 Prepare for and meet with staff in a virtual interactive work session to review preliminary results. [Meeting #3]	3	0	4	3	0	10
3.6 Make adjustments per input from staff, update data/assumptions as appropriate, and/or analyze additional rate structure scenarios/features.	1	1	2	6	0	10
3.7 Assist staff in preparing rate schedules for inclusion in implementation documentation, for communication of new rates and rate structure.	0	1	1	2	0	4
Task 4 Deliverables	9	5	11	20	0	45
4.1 Prepare a Draft Report of the initial results and recommendations of the Study for staff review.	3	2	6	12	0	23
4.2 Prepare a summary presentation of the draft results and present to Board at a public meeting. [Meeting #4]	4	2	2	2	0	10
4.3 Perform adjustments to analysis as required per Task 4.2 and integrate staff comments into a Final Report.	2	1	3	6	0	12
Total Estimated Labor Hours	35	20	50	100	5	210
Total Estimated Fee	\$13,125	\$5,500	\$12,500	\$17,500	\$375	\$49,000
Total Estimated Expenses						\$750
Total Fixed Fee Project Cost						\$49,750

Reference: Ave Maria Irrigation Analysis

Fee

Stantec proposes to perform the initial scope of services (Tasks 1 – 4) for a fixed fee of \$49,750 inclusive of expenses that will be invoiced monthly based upon the percentage of each task completed.

The following summary table has been included to a high-level breakdown of cost by task presented in the detailed workplan.

Task	Cost
Task 1 Project Initiation & Data Collection	\$5,325
Task 2 Cost Allocation Analysis	\$13,250
Task 3 Rate Structure Analysis	\$19,425
Task 4 Deliverables	\$11,000
Totals	\$49,000
Estimated Expenses	\$750
Total Fixed Fee Project Cost	\$49,750

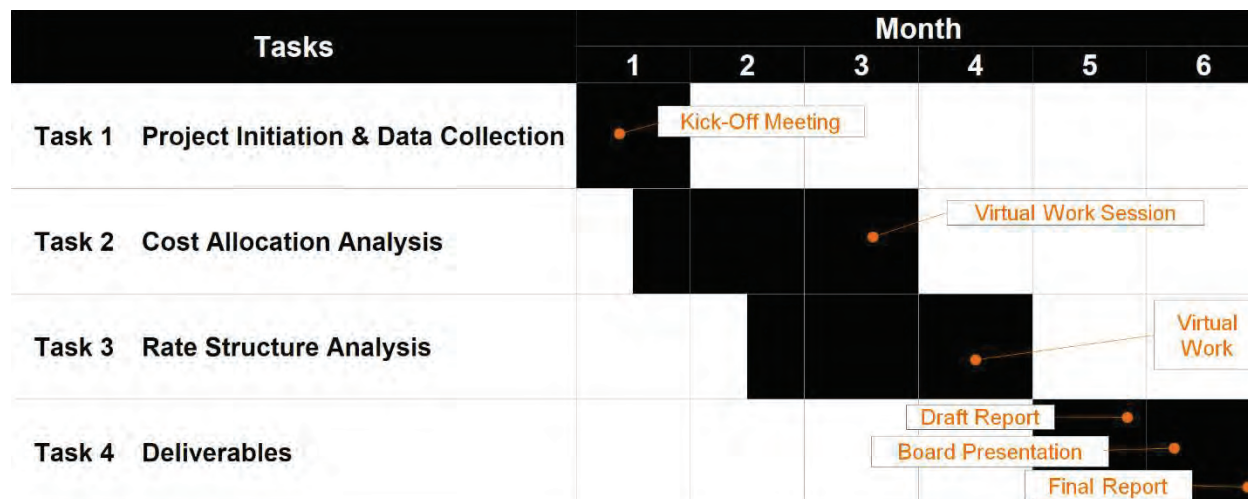
Reference: Ave Maria Irrigation Analysis

Schedule

Stantec has identified a preliminary project schedule, however the work described above relies on data to be provided by and direct coordination with Ave Maria staff, therefore some aspects of the work are out of the direct control of Stantec. A preliminary schedule to complete the delivery of services under this scope of work is provided below by task, including a breakdown over calendar months with key milestones identified.

Stantec will provide preliminary results within 120 days of Notice to Proceed and will the work to compile a draft report, final report and presentation within 180 days.

Task	Schedule
Task 1 – Project Initiation and Data Collection	10 days from NTP
Task 2 – Cost Allocation Analysis	~75 days from receipt of requested data
Task 3 – Rate Structure Analysis	~120 days from receipt of requested data
Task 4 – Deliverables	~180 days from receipt of requested data



Reference: Ave Maria Irrigation Analysis

By signing this proposal, _____ authorizes Stantec to proceed
with the services herein described and the Client acknowledges that it has read and agrees to be bound by
the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the _____ of _____, _____.
Day Month Year

Per: _____
Client Company Name

Print Name & Title

Signature

To: Board of Supervisors

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

Date: October 24, 2024

Board Meeting Date: November 12, 2024

SUBJECT

Change Order #2 to O'Donnell Landscapes in the amount of \$35,950.00 for median improvements in conjunction with the Anthem Parkway Phase 5A project and execution of a construction funding agreement with Ave Maria Development.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors approve Change Order #2 in the amount of \$35,950.00 to O'Donnell Landscapes for median improvements in conjunction with the Anthem Parkway Phase 5A project and execution of a construction funding agreement with Ave Maria Development.

GENERAL INFORMATION

In April 2024, the Ave Maria Stewardship Community District (District) contracted O'Donnell Landscapes, Inc. (O'Donnell) for landscape and irrigation services in conjunction with the Anthem Parkway Phase 5A project for an original contract price of \$868,655.85. On August 6, 2024, the Board of Supervisors unanimously approved Change Order #1 in the amount of \$64,100.00 for the installation of pine trees that were omitted from the material summary tabulation in the landscape plans and for adding larger irrigation clocks to support future roadway expansion. O'Donnell's contract price incorporating Change Order #1 is \$932,755.85.

The construction plans include eliminating the left turn lane into North Park on Anthem Parkway, just east of the intersection at Ave Maria Boulevard, resulting in a larger landscape median (see Figure 1 below). Unfortunately, the landscape plans did not include a planting plan for the median expansion. After discussing the oversight with the landscape architect, District staff recommended replacing the majority of the plantings in the median to maintain consistency with the remainder of proposed Anthem Parkway Phase 5A. The existing live oak and sabal palms will remain, but all understory will be removed and replaced as well as irrigation repairs (see Figure 2 below). This change order also includes sod and irrigation repair associated with the construction of the shared use path which will replace the existing sidewalk. The total amount for Change Order #2 is \$35,950.00. District staff supports this change order as this median is overgrown and is in need of rehabilitation.

The new total contract price for O'Donnell, including Change Order #2 is calculated as follows:
 $\$932,755.85 + \$35,950.00 = \$968,705.85$.

DISTRICT ENGINEER REVIEW

District Engineer has reviewed and approved change order #2.

DISTRICT LEGAL COUNSEL REVIEW

District Legal Counsel has reviewed and approved change order #2 and the construction funding agreement.

FUNDING REVIEW

Funding source is developer funding that will be reimbursed through future bond issuance.

Attachments

Figure 1

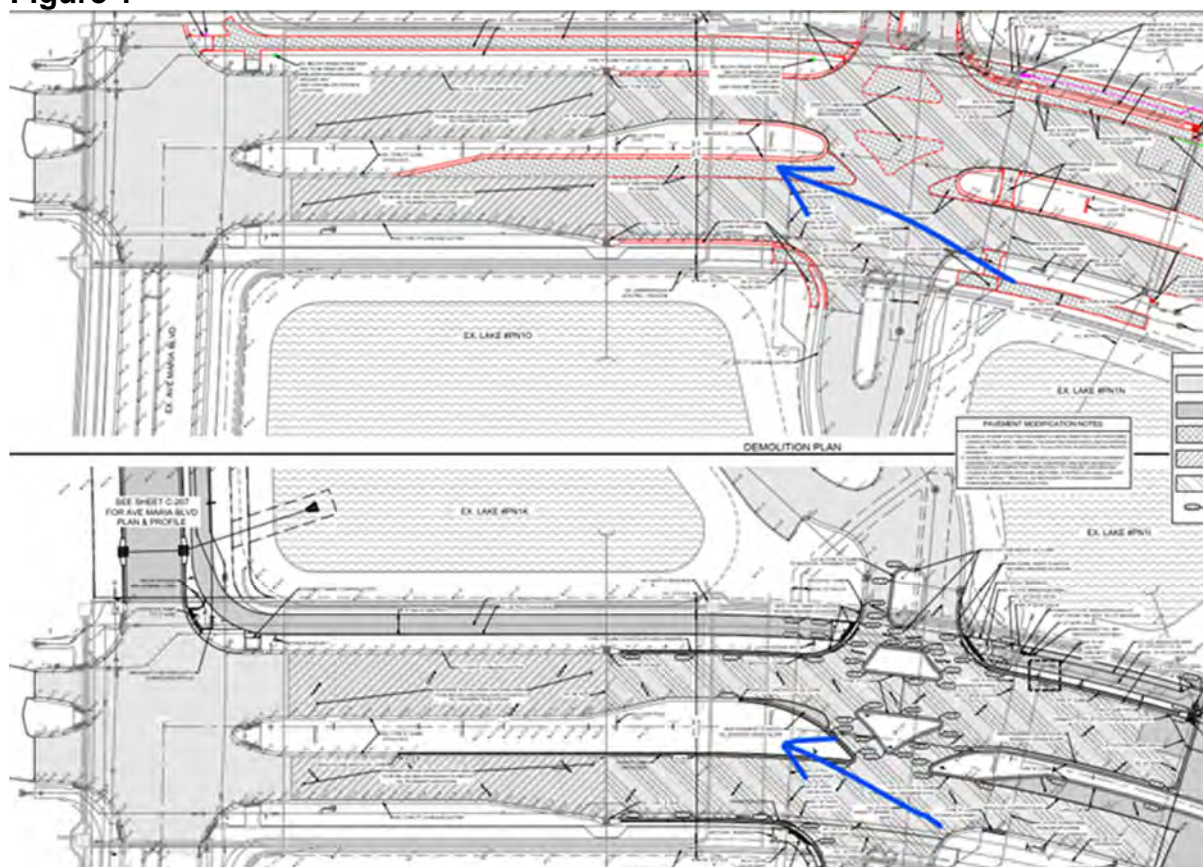
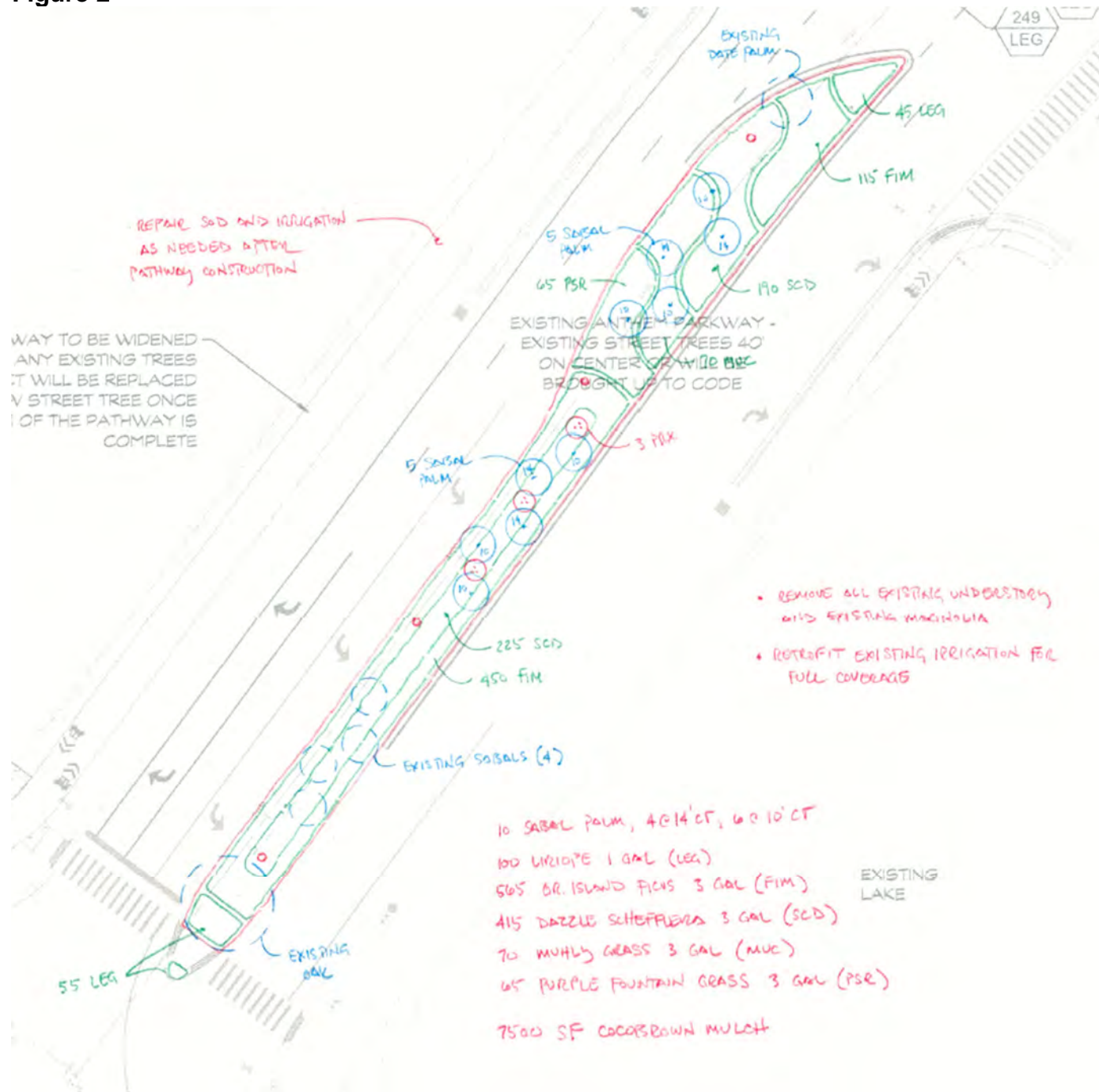


Figure 2



Change Order No. 2

Date of Issuance: October 21, 2024

Effective Date: October 21, 2024

Project: Anthem Parkway Phase
5A

Owner: Ave Maria Stewardship
Community District

Owner's Contract No.:

Contract: Landscaping & Irrigation

Date of Contract: 4/16/2024

Contractor: O'Donnell Landscapes, Inc.

Engineer's Project No.: P-AMD-037

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

Description:

- The southernmost median of Anthem Parkway Phase 5A (at the intersection of Ave Maria Boulevard) will be reconstructed to eliminate the turn lane into North Park and will have landscape area added. The existing live oak and sabal palms will remain, but all understory will be removed and redesigned to maintain consistency with the remainder of proposed Anthem Parkway. This median was not part of the Phase 5A landscape plans so will need to be added as a change order to the original landscape contract.

Attachments (list documents supporting change): O'Donnell Landscapes CO dated 10/21/2024

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$868,655.85

[Increase] [Decrease] from previously
approved Change Orders No. 0 to No. 1:

\$ 64,100.00

Contract Price prior to this Change Order:

\$932,755.85

Add of this Change Order:

\$35,950.00

Contract Price incorporating this Change Order:

\$968,705.85

CHANGE IN CONTRACT TIMES:

Original Contract Times:

Calendar days

Substantial completion (days or date): 365

Ready for final payment (days or date): 425

~~[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): 425

~~[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): 425

RECOMMENDED:

By: 

Engineer (Authorized Signature)

Date: 10/28/2024

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: _____

Date: _____

O'DONNELL LANDSCAPES, INC.

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

www.ODonnellLandscapes.com

Change Order Request**PROJECT: Anthem Parkway Phase 5A****DATE: 10/21/24****Steve Sammons****Peninsula Engineering****E: Ssammons@pen-eng.com****C: 239.403.6710**

Description	Specification	Qty	Unit P	S.Total
Per Steve Sammons Email Dated 10/1/24 Median At The West End				
Landscaping				
Pygmy Date Palm Triple	6' OA	6	350	\$ 2,100.00
Sabal Palm	14' CT	4	350	\$ 1,400.00
Sabal Palm	10' CT	6	350	\$ 2,100.00
Liriope	#1	100	6.25	\$ 625.00
Green Island Ficus	#3	565	14	\$ 7,910.00
Dazzle Schefflera	#3	415	16	\$ 6,640.00
Muhly Grass	#3	70	11	\$ 770.00
Purple Fountain Grass	#3	65	12	\$ 780.00
Coco Brown Mulch	Per SF	7500	0.65	\$ 4,875.00
Retrofit Existing Irrigation For Full Coverage	Per SF	7500	0.5	\$ 3,750.00
Remove All Existing Understory	Lump Sum	7500	0.3	\$ 2,250.00
Remove One Existing Magnolia	Lump Sum	1	250	\$ 250.00
<i>Repair Sod And Irrigation As Needed After Pathway Construction</i>				
	Estimate	1	2500	\$ 2,500.00
	Lump Sum Total			\$ 35,950.00

**CONSTRUCTION FUNDING AGREEMENT BETWEEN THE
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
AND AVE MARIA DEVELOPMENT, LLLP
[UPCOMING BOND ISSUANCE 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 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. To the extent existing District bond construction funds are not available, 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. Landowner in its sole discretion may authorize funding of infrastructure included within the *Master Capital Improvement Program for Ave Maria Stewardship Community District*, dated May 2, 2006 beyond those outlined in the *Amended Fifth Sub-Master Supplemental Engineer's Report for the Ave Maria Stewardship Community District Series 2023 Master Bonds*, dated July 5, 2023, such authorization shall be evidenced by written authorization provided by Landowner.

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:

A. If to the District: Ave Maria Stewardship
Community District
2501A Burns Road
Palm Beach Gardens, Florida, 33410
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: 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
Budget vs. Actual
October 2023 through September 2024

	Oct 23 - Sep 24	23/24 Budget	\$ Over Budget	% of Budget
Expenditures				
01-1130 · Payroll Tax Expense	657.90	734.00	-76.10	89.63%
01-1131 · Supervisor Fees	8,600.00	9,600.00	-1,000.00	89.58%
01-1310 · Engineering	91,888.00	85,000.00	6,888.00	108.1%
01-1311 · Management Fees	95,333.32	108,000.00	-12,666.68	88.27%
01-1313 · Website Management	2,833.32	2,500.00	333.32	113.33%
01-1314 · District Manager - on site	93,333.32	0.00	93,333.32	100.0%
01-1315 · Legal Fees	111,947.51	80,000.00	31,947.51	139.93%
01-1320 · Audit Fees	18,000.00	20,300.00	-2,300.00	88.67%
01-1330 · Arbitrage Rebate Fee	4,550.00	3,900.00	650.00	116.67%
01-1441 · Travel & Lodging	22,047.71	5,000.00	17,047.71	440.95%
01-1450 · Insurance	106,051.00	45,000.00	61,051.00	235.67%
01-1480 · Legal Advertisements	9,224.00	8,000.00	1,224.00	115.3%
01-1512 · Miscellaneous	12,380.22	6,000.00	6,380.22	206.34%
01-1513 · Postage and Delivery	3,849.57	2,000.00	1,849.57	192.48%
01-1514 · Office Supplies	5,857.44	3,500.00	2,357.44	167.36%
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	43,518.63	35,000.00	8,518.63	124.34%
01-1734 · Continuing Disclosure Fee	10,000.00	12,000.00	-2,000.00	83.33%
01-1735 · Assessment Roll	25,000.00	20,000.00	5,000.00	125.0%
01-1801 · Landscaping - Miscellaneous	126,581.75	31,500.00	95,081.75	401.85%
01-1806 · Roadways & Bridges	13,900.00	0.00	13,900.00	100.0%
01-1807 · Lake Maintenance	313.00	0.00	313.00	100.0%
01-1808 · Irrigation Repair	376,221.50	110,000.00	266,221.50	342.02%
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	28,488.10	50,000.00	-21,511.90	56.98%

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

	Oct 23 - Sep 24	23/24 Budget	\$ Over Budget	% of Budget
01-1816 · Electric-Streetlights,Landscape	112,678.15	89,250.00	23,428.15	126.25%
01-1817 · Maintenance Street Sweeping	3,000.00	1,050.00	1,950.00	285.71%
01-1818 · Striping & Traffic Markings	69,346.67	150,000.00	-80,653.33	46.23%
01-1819 · Street Light Maintenance	180,615.98	120,000.00	60,615.98	150.51%
01-1820 · Maint Sidewalk/Curb Repairs	185,621.01	157,500.00	28,121.01	117.86%
01-1830 · Maintenance Contracts	707,900.04	715,000.00	-7,099.96	99.01%
01-1831 · Tree Trimming	132,540.00	153,300.00	-20,760.00	86.46%
01-1832 · Storm Cleanup - Landscaping	0.00	26,250.00	-26,250.00	0.0%
01-1833 · Plant Replacement	243,136.27	100,000.00	143,136.27	243.14%
01-1834 · Mulch	194,135.20	147,000.00	47,135.20	132.07%
01-1838 · Water Management & Drain	76,051.23	4,200.00	71,851.23	1,810.74%
01-1839 · Entry Feature/Near Well Water	8,109.82	4,725.00	3,384.82	171.64%
01-1841 · Maintenance Irrigation Water	121,315.76	89,250.00	32,065.76	135.93%
01-1842 · Maint Fountain/Repair	68,698.88	50,000.00	18,698.88	137.4%
01-1843 · Maintenance Rodent Control	22,540.00	8,400.00	14,140.00	268.33%
01-1844 · Maint Equipment Repair	117.93	8,400.00	-8,282.07	1.4%
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	68,601.00	78,750.00	-10,149.00	87.11%
01-1848 · Maintenance Aerators	0.00	2,100.00	-2,100.00	0.0%
01-1850 · Maint-Preserve Maintenance	111,583.50	63,000.00	48,583.50	177.12%
01-1853 · Maintenance Small Tools	6,002.59	3,675.00	2,327.59	163.34%
01-1854 · Maint Miscellaneous Repairs	21,709.55	30,000.00	-8,290.45	72.37%
01-1855 · Maint Vehicle Lease/Fuel/Repair	2,689.81	21,000.00	-18,310.19	12.81%
01-1856 · Maint Mosquito Control	1,022,979.62	525,000.00	497,979.62	194.85%
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	21,181.47	23,000.00	-1,818.53	92.09%

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

	Oct 23 - Sep 24	23/24 Budget	\$ Over Budget	% of Budget
01-1864 · Maintenance Admin Payroll	2,851.64	0.00	2,851.64	100.0%
01-1867 · Asset Management & Software	83,833.24	75,000.00	8,833.24	111.78%
01-1869 · Field Operations	522,134.48	600,000.00	-77,865.52	87.02%
01-1871 · Verizon - Internet	1,567.96	0.00	1,567.96	100.0%
01-1872 · Pressure Washing	81,021.36	50,000.00	31,021.36	162.04%
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%
511.319 · Methodology Rprt	2,000.00	0.00	2,000.00	100.0%
Total Expenditures	5,304,227.71	4,141,534.00	1,162,693.71	128.07%

**AGENDA
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
LANDOWNERS' MEETING**

November 12, 2024

6:00 p.m.

Grand Hall at Del Webb

6008 Del Webb Way

Ave Maria, Florida 34142

TO JOIN VIA ZOOM: <https://us02web.zoom.us/j/84351784590>

MEETING ID: 843 5178 4590 DIAL IN AT: 1-929-436-2866

- A. Call to Order
- B. Proof of Publication.....Page 135
- C. Establish Quorum
- D. Consider Adoption of Election Procedures.....Page 136
- E. Election of Chair for Landowners Meeting
- F. Election of Secretary for Landowners Meeting
- G. Approval of Minutes
 - 1. November 1, 2022 Landowners' Meeting Minutes.....Page 139
- H. Election of Supervisors
 - 1. Determine Number of Voting Units Represented or Assigned by Proxy.....Page 142
 - 2. Nomination of Candidates
 - 3. Casting of Ballots.....Page 143
 - 4. Ballot Tabulations
 - 5. Certification of the Results
- I. Landowners' Comments
- J. Adjourn

NOTICE OF REGULAR BOARD MEETING AND LANDOWNERS MEETING OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

Notice is hereby given to the public and all landowners within Ave Maria Stewardship Community District (District) the location of which is located in Collier County, Florida, advising that a regular Board meeting will be held for the Board to address District related items as noted on the agenda. Immediately following the regular Board meeting, a meeting of landowners will be held for the purpose of electing two (2) persons to the Districts Board of Supervisors (Board, and individually, Supervisor).

DATE: November 12, 2024

TIME: 6:00 PM

PLACE: Grand Hall at Del Webb

6008 Del Webb Way

Ave Maria, Florida 34142

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2501A Burns Road, Palm Beach Gardens, Florida 33410, Ph: (561) 630-4922 (District Managers Office). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowners proxy. At the landowners meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The Board meeting and the landowners meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Managers Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Managers Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Managers Office.

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

Allyson Holland

District Manager

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

www.avemariastewardshipcd.org

PUBLISH: NAPLES DAILY NEWS 10/23/24



AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ELECTION PROCEDURES

1. Landowners' Meeting

In accordance with the provisions of Chapter 2004-461, Laws of Florida, there shall be an election of supervisors every two years in November on a date established by the Board of Supervisors of the Ave Maria Stewardship Community District ("District"). The assembled Landowners shall organize by electing a Chairperson, who shall preside over the meeting, and a Secretary shall also be elected for recording purposes. The purpose of the meeting is to elect three people to serve as a Board Supervisor of the District.

2. Establishment of Quorum

Any Landowner(s) present or voting by proxy shall constitute a quorum at the meeting of the Landowners.

3. Nomination of Candidates

At the meeting, the Chairman shall call for nominations from the floor for Candidates for the Board of Supervisors. When there are no further nominations, the Chairman shall close the floor for nominations. The names of each Candidate and the spelling of their names shall be announced. Nominees need not be present to be nominated. Candidates must be U.S. Citizens and residents of the State of Florida.

4. Voting

Each Landowner shall be entitled to cast one vote for each acre, or any fraction thereof, of land owned by him or her in the District, for each open position on the Board. (For example, if there are three positions open, an owner of one acre may cast one vote for each of the three positions. An owner of two acres may cast two votes for each of the three positions.) Each Landowner shall be entitled to vote either in person or by a representative present with a lawful written proxy.

5. Registration for Casting Ballots

The registration process for the casting of ballots by Landowners or their representatives holding their proxies shall be as follows:

- a) At the Landowners' Meeting and prior to the commencement of the first casting of ballots for a Board of Supervisor position, each Landowner, or their representative if proxies are being submitted in lieu thereof, shall be directed to register their attendance, and the total number of votes by acreage to which each claims to be entitled, with the District's Manager, who will be in attendance at the meeting; or with the elected Secretary of the meeting.

- b) At such registration, each Landowner, or their representative with a lawful proxy, shall be provided a numbered ballot for the Board of Supervisor position(s) open for election. A District representative will mark on the ballot the number of votes that such Landowner, or their representative, is registered to cast for each Board of Supervisor position open for election.
- c) All Landowner proxies shall be collected at the time of registration and retained with the Official Records of the District for subsequent certification or verification, if required.

6. Casting of Ballots

Registration and the issuance of ballots shall cease once the Chairperson calls for the commencement of the casting of ballots for the election of a Board of Supervisor and thereafter no additional ballots shall be issued.

The Chairman will declare that the Landowners, or their representatives, be requested to cast their ballots for the Board of Supervisors. Once the ballots have been cast, the Chairperson will call for a collection of the ballots.

7. Counting of Ballots

Following the collection of ballots, the Secretary or District Manager shall be responsible for the tabulation of ballots in order to determine the total number of votes cast for each candidate that is seeking election.

The two candidates receiving the highest number of votes will be declared by the Chairperson as elected to the Board of Supervisors for four-year terms. The candidate receiving the next highest number of votes will fill the remaining open position on the Board of Supervisors for a two-year term, as declared by the Chairperson. As such, there will always be a total of three seats up for election at each Landowners' Meeting.

8. Contesting of Election Results

Following the election and announcement of the votes, the Chairperson shall ask the Landowners present, or those representatives holding proxies for Landowners, whether they wish to contest the election results. If no contests are received, said election results shall thereupon be certified.

If there is a contest, the contest must be addressed to the Chairperson and thereupon the individual casting a ballot that is being contested will be required to provide proof of ownership of the acreage for which they voted at the election within five (5) business days of the Landowners' Meeting. The proof of ownership shall be submitted to the District Manager who will thereupon consult with the District's General Counsel and together they will review the material provided and attempt to determine the legality of the contested ballots. Once the contests are resolved, the Chairperson shall reconvene the Landowners' Meeting and thereupon certify the election results.

9. Recessing of Annual Landowners' Meeting

In the event there is a contest of a ballot or of the election, the Landowners' Meeting shall be recessed to a future time, date and location, at which time the election findings on the contest shall be reported in accordance with the procedure above and the newly elected Supervisor(s) shall thereupon take their Oath of Office.

10. Miscellaneous Provisions

- a) Each Landowner shall only be entitled to vote in person or by means of a representative attending in person and holding a lawful written proxy in order to cast said Landowner's votes.
- b) Proxies will not require that proof of acreage ownership be attached. Rather, proof of ownership must be provided timely by the holder of the proxy, if the proxy is contested in accordance with the procedure above.
- c) These procedures are intended to serve as guidelines for the Landowners' Meeting of the District and may be amended from time to time.

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
LANDOWNERS' MEETING
NOVEMBER 1, 2022**

A. CALL TO ORDER

The November 1, 2022, Landowners' Meeting of the Ave Maria Stewardship Community District was called to order at 6:00 p.m. at the Ave Maria Master Association located at 5080 Annunciation Circle, Suite 101, Ave Maria, Florida 34142

B. PLEDGE OF ALLEGIANCE

C. PROOF OF PUBLICATION

Proof of publication was confirmed.

D. ESTABLISH QUORUM

A quorum was established with the attendance of the following Board Members:

Chairman – Seat #1	Thomas Peek	Present
Supervisor – Seat #2	Jeff Sonalia	Present
Supervisor – Seat #3	Robb Klucik	Present
Vice Chairman – Seat #4	Jay Roth	Present
Supervisor – Seat #5	Thomas DiFlorio	Present

District Staff in attendance were:

District Manager	Andrew Karmeris	Special District Services
	Todd Wodraska (via zoom)	Special District Services
General Counsel	Alyssa Willson (via zoom)	Hopping, Green & Sams
District Engineer	Ted Tryka	Agnoli Barber & Brundage, Inc.
Owner Representative	David Genson	Barron Collier Companies

Also present were the following:

Kim Twiss, Donnie Diaz, Roger Echols, Commissioner McDaniel and the following Ave Maria residents: Jim Wetzel, Ronnie Lambotte, Carlos Marion Landais, Bea and Dave Sanford.

There were also others present via Zoom.

Mr. Karmeris went over the process for the Landowners' Meeting and how the various seats are elected.

E. CONSIDER ADOPTION OF ELECTION PROCEDURES

There was a **motion** and a second from the floor, approving the adoption of the Election Procedures. The **motion** passed.

F. ELECTION OF CHAIR FOR LANDOWNERS' MEETING

There was a **motion** and a second from the floor, electing Thomas Peek as the Chair for the Landowners' Meeting. The **motion** passed.

G. ELECTION OF SECRETARY FOR LANDOWNERS' MEETING

There was a **motion** and a second from the floor, electing Mr. Karmeris as the Secretary for the Landowners' Meeting. The **motion** passed.

H. APPROVAL OF MINUTES

1. November 10, 2020, Landowners' Meeting

The minutes from the November 10, 2020, Landowners' Meeting were approved, as presented, on a **motion** and a second from the floor. The **motion** passed.

I. ELECTION OF SUPERVISORS

1. Determine Number of Voting Units Represented or Assigned by Proxy

Mr. Wodraska announced that Ave Maria Development had 7,131 votes; Robb Klucik had 1 vote; and Thomas Diflorio had 1 vote for a total of 7,133 votes.

There was a **motion** and a second from the floor, approving the number of voting units or assigned by proxy, as noted. The **motion** passed.

2. Nomination of Candidates

Mr. Genson stated that the landowners planned on electing Jay Roth and nominated him as such. There were no other nominations from the floor. With no opposition, Mr. Roth was deemed elected for a four year term.

3. Casting of Ballots

4. Ballot Tabulations

Roth 7,133 votes.

5. Certification of the Results

The results of the election were certified.

J. LANDOWNERS' COMMENTS

No Comments.

K. ADJOURNMENT

There being no further business to address, the Landowners' Meeting adjourned at 6:06 p.m. by Mr. Karmeris. There were no objections.

Secretary/Assistant Secretary

Chair/Vice-Chairman

LANDOWNER PROXY

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
COLLIER COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 12, 2024**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Ave Maria Stewardship Community District to be held at Grand Hall at Del Webb, 6008 Del Webb Way, Ave Maria, Florida 34142 on November 12, 2024 at 6:00 p.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the Proxy Holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description

Acreage

Authorized Votes

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes:

NOTES: Pursuant to Chapter 2004-461(4), Laws of Florida, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
COLLIER COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER 12, 2024

For Election (2 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Ave Maria Stewardship Community District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
1		
2		

Date: _____

Signed: _____

Printed Name: _____