



**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

**COLLIER COUNTY
REGULAR BOARD MEETING
JANUARY 7, 2025
4:00 P.M.**

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
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AGENDA
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
REGULAR BOARD MEETING

January 7, 2025

4:00 p.m.

Ave Maria Master Association
5080 Annunciation Circle, Suite 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
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- C. Invocation
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- F. Additions or Deletions to Agenda
- G. Comments from the Public for District Items on the Agenda
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3. Manager's Report

a. Financials.....Page 48

L. Final Public Comments

M. Board Members Comments

N. Adjourn

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

Publication Date
2024-12-30

Subcategory
Miscellaneous Notices

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
NOTICE OF REGULAR BOARD MEETING

The Board of Supervisors (the Board) of the Ave Maria Stewardship Community District (the District) will hold a Regular Board Meeting (Meeting) at 4:00 p.m. on January 7, 2025, in the Ave Maria Master Association located at 5080 Annunciation Circle, Suite 101, Ave Maria, Florida 34142. The Meeting will also be available for viewing utilizing communications media technology (Virtual Attendance) through the following login information, however public comment will only be available to those participating in person. The Zoom link below will allow for up to 1,000 individuals to view the meeting and all requests for public comment participation via Zoom must submitted by 5 p.m. January 6, 2025, in advance of the meeting to the District Manager, Allyson Holland, at aholland@sdsinc.org with the agenda item they wish to speak on noted. Virtual Attendance is offered for convenience only and in the event there are interruptions in internet service or other technical difficulties the Meeting will continue at the physical location regardless of availability of the Virtual Attendance option.

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

Meeting ID: 847 7945 0200

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

Meeting ID: 847 7945 0200

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

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

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

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

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

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

www.avemariastewardshipcd.org

12/30/25 #10877915

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

December 3, 2024

9:00 a.m.

**Ave Maria Master Association
5080 Annunciation Circle, Suite 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 December 3, 2024 Regular Board Meeting of the Ave Maria Stewardship Community District (the “District”) was called to order at 9:00 a.m. at the Ave Maria Master Association, located at 5080 Annunciation Circle, Suite 101, Ave Maria, FL 34142. The meeting was also available via Zoom information indicated above.

B. Pledge of Allegiance

C. Invocation

Supervisor Klucik led the meeting in prayer.

D. Proof of Publication

Proof of publication was presented indicating that notice of the Regular Board Meeting had been published in the Naples Daily News on November 25, 2024, as legally required.

E. Seat New Board Members

Mr. Nick Casalanguida was seated to vacant seat No. 1 and Ms. Naomi Robertson was seated to vacant seat No. 2. Mr. Klucik asked that the manager list the seat number with each Board member on future agendas/minutes/name plates. Ms. Holland acknowledged this request and agreed to do so.

F. Administer Oaths of Office

Ms. Holland introduced Ms. Kathryn Halas, notary public of the state of Florida to administer Oaths of Office for Mr. Casalanguida and Ms. Roberston.

G. Review Board Members Responsibilities and Duties

Ms. Holland stated that the new Board members were given new Board member packets outlining responsibilities and duties. She stated that Ms. Willson is on Zoom to answer questions they may have. No questions were asked.

H. Establish a Quorum

A quorum was established with the following:

Board of Supervisors

Seat No. 1: Supervisor	Nick Casalanguida	Present
Seat No. 2: Supervisor	Naomi Robertson	Present
Seat No. 3: Supervisor	Robb Klucik	Present
Seat No. 4: Supervisor	Jay Roth	Present
Seat No. 5: Supervisor	Tom DiFlorio	Present

District Staff in attendance were:

District Manager	Andrew Karmeris (via Zoom)	Special District Services, Inc.
District Manager	Allyson Holland	Special District Services, Inc.
General Counsel	Alyssa Willson (via Zoom)	Kutak Rock, LLP
District Engineer	Ted Tryka	LJA Engineering, Inc.
Owner Representative	David Genson	Barron Collier Companies

Also present were the following:

Donny Diaz, Jaclyn Canerdy, Scott Brooks, Kim Twiss, Kathryn Halas, Captain James Cunningham, and approximately 15 members of the public. There were also approximately 6 present via Zoom.

I. Consider Resolution. No. 2024-21 – Canvassing and Certifying Results of the Landowners’ Election of Supervisors Held Pursuant to ~~Section 190.006(2), Florida Statutes~~ Ch. 2004-461, Laws of Florida

Mr. Klucik asked if we reversed the order of the agenda today; should we have certified the election results first, then sworn in new members? Ms. Willson responded that the order of the agenda is typical and newly elected board members can vote on the validity of their own election.

Ms. Holland stated for the record that the title of this item has an incorrect reference to the Florida Statutes, but the Resolution itself is incorrect. Ms. Holland stated that she would correct this with strikethrough and underline in the meeting minutes (see correction above).

A **motion** was made by Mr. DiFlorio, seconded by Mr. Casalanguida, and passed unanimously to approve Resolution No. 2024-21 – Canvassing and Certifying Results of the Landowners’ Election of Supervisors Held Pursuant to Ch. 2004-461, Laws of Florida.

J. Consider Resolution. No. 2024-22 – Redesignating Officers

Ms. Holland presented this item and stated that Board members can nominate Chair and Vice Chair. All other supervisors shall be appointed Assistant Secretary as well as the District Manager. A **motion** was made by Mr. Klucik to nominate Mr. Roth as Chairman, Mr. DiFlorio as Vice Chairman, all other supervisors and the District Manager as Assistant Secretaries, seconded by Mr. Casalanguida, and passed unanimously to approve Resolution No. 2024-22 – Redesignating Officers as nominated above.

K. Additions or Deletions to Agenda

Ms. Holland requested to add an item to discuss Board meeting dates and times to the first item under New Business. Mr. Klucik asked if the Board could get an update of the new PR firm. Ms. Holland stated that she would add this item to the January meeting agenda as she is not prepared to discuss today. Mr. DiFlorio requested a discussion on Christmas lights. Mr. Klucik requested the new Board members briefly introduce themselves during this meeting.

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

Mr. Klucik asked if the Board would allow public comments on items NOT on the agenda to be heard now so the public doesn’t have to stay for the entire meeting. The Board agreed. Mr. Kevin Shang was the only public speaker. Mr. Shang is on the Board of the Civic Association and he discussed their concerns with bikes, scooters, golf carts, etc. He is working with CCSO to inform parents and students about bike/scooter/golf cart rules and safety protocols. Mr. Casalanguida suggested that the District should also be proactive about these pedestrian issues and perhaps send out some of these reminders/tips via email blasts.

M. Approval of Minutes

1. November 12, 2024 Regular Board Meeting

The minutes of the November 12, 2024 Regular Board Meeting were presented for consideration. A **motion** was made by Mr. DiFlorio, seconded by Ms. Robertson and passed unanimously approving the minutes of the November 12, 2024 Regular Board Meeting.

Mr. Klucik recommended new Board member introduction at this time. Both Mr. Casalanguida and Ms. Robertson introduced themselves and gave a brief bio on their career and involvement with Ave Maria.

N. Old Business

1. AMSCD Projects Update

Ms. Holland gave a brief update on District projects in accordance with the updated project list. Mr. Klucik asked about the berm project between Arthrex and Del Webb. Mr. Genson explained that the berm is being constructed to provide privacy to Del Webb. The berm is part of the Arthrex Commerce Park Phase 2 project. Mr. Genson added that Arthrex Commerce Park Phase 3 is approaching in the near future and Ms. Holland will add this to the projects list for next meeting. Mr. Tryka gave a brief update on the Oil Well Road lights and Owens roundabout projects. Mr. Klucik asked about the power outages that have been happening at Ave Maria. Mr. Genson stated that he's discussed this with LCEC. The last hurricane brought salty wind, but did not bring the customary rain that follows. This caused the salt to build up and not be quickly washed away. Salt is corrosive to the electrical wires and when it rains, the water acts as a conductor causing the outages. LCEC is actively hosing off transformers in an effort to prevent the outages during rain events in the future. Mr. Klucik asked if we can reorientate the projects list in the meeting book so it's easier to read. Ms. Holland said yes.

2. Consider Approval of Funding Agreement between Lennar Homes, LLC and the District for Bond Reallocation

Ms. Holland presented this item. She explained that this funding agreement was prepared as a formal document that details the terms of the financial support in accordance with staff time to engage and analyze the reallocation bond proceeds at the National. Legal Counsel recommends this funding agreement be executed to document Lennar's commitment to providing financial support. Mr. Klucik asked if Ms. Holland has comments on Bond Reallocation item from last meeting. Ms. Holland stated no, she worked with legal counsel and staff to create the agenda memorandum to detail the history that brought this item to the Board. She has no comments on the item at this time. Ms. Willson stated that a significant amount of work is required to engage and analyze these documents and that it's a multi-step process. Mr. Klucik asked if all of the documents that were provided from Lennar were included in the last meeting book and Ms. Holland responded yes.

Ms. Holland presented this item. A **motion** was made by Mr. Klucik to approve the Funding Agreement between Lennar Homes, LLC and the District for Bond Reallocation, seconded by Mr. Casalanguida and passed unanimously approving the Funding Agreement between Lennar Homes, LLC and the District for Bond Reallocation

O. New Business

1. ADDED ITEM: Discussion of Meeting Times and Dates

Ms. Holland began the discussion by stating that 9:00 a.m. meeting times on Tuesdays unfortunately don't work for newly elected Supervisor Robertson. Ms. Robertson stated that she has a meetings every Tuesday morning for her job at Pulte, and she can't miss one quarter of those meetings per month. Ms. Holland asked the Board to discuss potentially moving the meeting time to 1:00 p.m. Mr. Klucik confirmed that no, 1:00 p.m. will not work for his job. He suggested 4:00 p.m. instead. All supervisors agreed to 4:00 p.m. meetings; this will also work for District Legal Counsel and the District Engineer. Ms. Holland asked if the Board wanted to move all meetings to 4:00 p.m. including

the currently scheduled 6:00 p.m. meetings and Mr. Klucik said no, keep the 6:00 p.m. meetings for to accommodate for the typical 9-5 work day residents who may want to attend meetings. A **motion** was made by Mr. Klucik to move the currently scheduled 9:00 a.m. meetings to 4:00 p.m and update meeting notices as required, seconded by Mr. Casalanguida and passed unanimously moving the currently scheduled 9:00 a.m. meetings to 4:00 p.m and update meeting notices as required.

2. Consider Approval of Agreement Between Motorola Solutions, Inc. and the District to Improve Security Measures

Ms. Holland presented this item. She explained that the District has been working with Motorola and CCSO for over a year to discuss improving security measures at Ave Maria. The proposed cameras are provided by Motorola Solutions (Vigilant) and they will be used for law enforcement purposes only by CCSO. The District will not monitor the footage. Mr. Klucik stated that we don't have law enforcement and asked how we can have cameras. Ms. Willson responded that the District has security power and services. She stated that the District has the right to monitor the cameras, but it can be complicated with respect to public records law. Captain James Cunningham with CCSO explained that the cameras will further improve security and create synergy within the system with Motorola. He expressed his appreciation in this partnership on behalf of Sherriff Rambosk. Mr. Klucik asked if the District currently has cameras. Ms. Twiss responded, yes, there are two cameras, one at each entrance to Ave Maria. Ms. Holland corrected Ms. Twiss and stated for the record that these are not cameras, they are LPRs, which are different than cameras. Mr. Klucik stated that he wants to push the vote until the next meeting as this hasn't been brought to the public's attention. Ms. Holland stated that this project has been discussed with the Board and it's included in the budget that was approved in September. Mr. Klucik asked why we can't push this to next month in order to get public input, and Ms. Holland responded that we wouldn't receive the discounted prices that are included with the proposed contract and she hopes to keep this moving forward with a focus on public safety. Mr. DiFlorio stated that he fully supports this project and that cameras will provide security for the town. A **motion** was made by Mr. DiFlorio to approve the Agreement Between Motorola Solutions Inc. and the District to Improve Security Measures, seconded by Mr. Casalanguida and passed unanimously approving the Agreement Between Motorola Solutions Inc. and the District to Improve Security Measures. Mr. Genson added that the Developer fully supports this initiative and that AMD and AMCU will be adding cameras for security as well.

3. Consider Approval of Agreement Between Collier County Sheriff's Office and the District to Improve Security Measures

Ms. Holland explained that this is a companion item to the item above. The agreement grants the CCSO access to the security system. Ms. Willson explained that the agreement governs the terms and use for lawful purpose for review of criminal activity, etc. The agreement acknowledges that CCSO are utilizing the District's cameras. Both the District and CCSO follow FL public records law and the state of FL requires 30 days for retention of camera footage. Captain Jamie Cunningham addressed the Board and thanked them for their cooperation on behalf of Sheriff Rambosk. A **motion** was made by Mr. Casalanguida to approve the Agreement Between Collier County Sheriff's Office and the District to Improve Security Measures, seconded by Mr. DeFlorio and passed unanimously approving the Agreement Between Collier County Sheriff's Office and the District to Improve Security Measures.

4. Consider Approval of Contract Between Trebilcock Consulting Solutions, Inc. and District for a Traffic Study Update

Mr. Tryka presented this item. He explained that this proposal has two parts. The first part is to evaluate the speeds throughout the community. This study will freshen up the study that was previously done to make sure the community is functioning as desired. The second part of the proposal is to address a concern we had a few meetings ago. Mr. Tryka gave a brief history of the Avila Avenue stop sign relocation from Taylor Drive to Roma Street. This proposal includes a 4-

way stop sign warrant analysis at Avila and Taylor to determine if the stop signs should be replaced at this intersection. Mr. Klucik asked what 12 streets are included with the traffic speed evaluation. Mr. Tryka stated that they are streets throughout Ave Maria that affect District roadways and he can email Mr. Klucik a list of streets/intersections. Mr. Roth asked how often we update this study. Mr. Tryka explained that it's typically updated every few years. Due to the recent growth in Ave Maria, now is a great time for this study. A **motion** was made by Mr. Klucik to approve the contract between Trebilcock Consulting Solutions, Inc. and the District for a Traffic Study Update, seconded by Mr. DeFlorio and passed unanimously approving the contract between Trebilcock Consulting Solutions, Inc. and the District for a Traffic Study Update.

P. Administrative Matters

1. Legal Report

Ms. Willson reminded the Board to complete ethics training by the end of the year. New board members are not required to complete theirs by the end of this year.

2. Engineer Report

Mr. Tryka commended the Civic Association for being involved in the community and for Mr. Shang's public comment earlier.

3. Manager's Report

Ms. Holland had nothing further to report.

a. Financials

Ms. Holland indicated that the financials were included in the meeting book and we are tracking well so far. Mr. Klucik asked if there are any expected overages known at this time. Ms. Holland stated yes, the Landscape and Irrigation Maintenance line item due to the additional areas that the District has to maintain (i.e. Peek Way, Ave Maria Blvd extension, etc.).

Q. Final Public Comments

No public comments.

R. Board Members Comments

Mr. DiFlorio stated that he's very disappointed in the Christmas lights at Ave Maria. Many of the trees and the lights at the entrance are out and this happens every year. Ms. Holland stated that she learned of the lights not working properly this past Sunday. She said that since staff isn't here at night, we hear about this by word of mouth from people who are here. She said that staff is addressing the lights that are out and we hope to have them all working this week. Mr. DiFlorio asked what causes this and Mr. Diaz stated that most of the time, it's due to bad timers or tripped GFIs. We are working with both Brimmers and Bob Lee to take care of the issues. Mr. Roth inquired about the signage on Ave Maria Blvd for fire trucks entering roadway. He asked that we coordinate with the Fire Chief. Mr. Tryka responded that this is already under contract as part of the Owens roundabout group of projects (roundabout, fire truck signs, and handicap sign). Mr. Roth asked about the table set up. He stated that it would be nice if the table were set up in a U or V shape so the board members can see one another. Mr. Klucik asked that staff consider three tables; one in the middle for the chairman, and two tables angled on the sides for the other supervisors (two supervisors at each table).

S. Adjourn

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 10:32 a.m. by Chairman Roth. 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	Anthem Parkway Roadway: 2nd Quarter 2025 IPS #4: 1st Quarter 2026	100% Design 70% Construction	\$10,264,854	*\$8,465,950	2023 Bonds and future 2025 Bond Issuance	Daniel Hartley	Allyson Holland (District)	Project under construction. Ave Maria Blvd is complete other than certification through AMUC and Collier County, both of which are in process. Anthem Parkway: Drainage, utilities, and conduit installation is nearly complete. Roadway construction has commenced and is scheduled to be complete in February 2025. Final completion of 5A roadway expected by May 2025. Design and permitting for IPS #4, Irrigation Lake, and Master AMUC Lift Station in progress. Bid process will commence in January 2025.
Anthem Parkway Ph 5B (Includes roundabout at PJPII) 6/7/2022	1st quarter 2025	1st Quarter 2026	100% Design	\$8,394,852	*\$278,000	2023 Bonds and future 2025 Bond Issuance	Daniel Hartley	Allyson Holland (District)	Permit applications have been submitted to Collier County, AMUC, and South Florida Water Management District permitting. Bid process to begin in January 2025.
Arthex Commerce Park Phase 2 5/7/2024	2/1/2024	2/15/2025	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.
Owens Roundabout, handicap parking space, and signage 6/6/2023	9/10/2024	2/1/2025	100% Design 75% Construction	\$98,000	\$97,949	FY23/24 O&M Budget	Ted Tryka	Ted Tryka (District)	Owens roundabout enhancements complete. Awaiting sign installation. Handicap parking work will commence after New Year.
Oil Well Road Lighting & Sign Project 10/3/2023	1/17/2024	2/1/2025	100% Design 99% Construction		\$544,758	2023 Bonds	Ted Tryka	Ted Tryka (District)	Light poles are active and working. Awaiting final inspection from Collier County.
Asset Management 11/1/2022	10/1/2023	Ongoing	95%	\$115,000	\$115,000	FY24/25 O&M Budget	ETM	Allyson Holland (District)	Field staff utilizing Cartegraph daily to track asset management. Working with ETM to begin onboarding with Bob Lee and Davey Tree.
Reserve Study 8/6/2024	11/1/2023	2/1/2025	95%	\$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 10/22/24. Revised expenditures received on 12/9/24. District manager met with Reserve Advisors on 12/20/24 to discuss final edits to expenditures. Staff will distribute revised Reserve Study to the Board upon receipt, and a future meeting agenda will include an item to discuss and accept the study, and discuss funding the reserves.
Athrex Commerce Park Phase 3 12/26/2024	3/1/2025	7/1/2026	0%	TBD	N/A. Mass grading/excavation contract will be negotiated shortly	2025 Bonds	David Hurst	Allyson Holland (District)	The first phase of earthwork (i.e. lake excavation and mass grading) is in the final stages of permitting. The roadway and utility design is not complete and has not been submitted for permit review yet.
Town Core Landscape Improvements 12/26/2024	TBD	9/1/2025	100% design	TBD	TBD	FY 24/25 O&M Budget	Steve Sammons	Allyson Holland (District)	Waiting on quote from O'Donnell for landscape enhancements in Town Core and on Ave Maria Blvd adjacent to Hampton Village.

To: Board of Supervisors
From: Allyson Holland, P.E., District Manager
Date: December 20, 2024
Board Meeting Date: January 7, 2025

SUBJECT

Provide update to Board of Supervisors on District Staff Engagement with Gravina, Smith, Matte & Arnold Marketing and Public Relations to provide public relations services.

STAFF RECOMMENDATION

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

GENERAL INFORMATION

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.

At the November 12, 2024 Regular Board Meeting, the District Manager informed the Board that Ave Maria Development (AMD) contracted with GSMA to provide their services for the District as the District did not budget for these services this year. The Board of Supervisors had a lengthy discussion with staff. Supervisor Klucik expressed concern that the messaging will come from the developer and that the District will not have control over the public relations. A motion was ultimately made asking District staff to advise GSMA that they cannot make statements on behalf of the District. District staff agreed that any communication from GSMA must not state or imply that it has been directed by the Board or official business of the Board unless it has been approved by the Board prior.

Ms. Holland met with Ms. Buzzacco-Foerster, the public affairs director at GSMA, to discuss ways the firm can support the District using strategic communications services. Examples include:

- Performing an audit of the District’s website and recommending updates to improve user experience.
- Developing, in coordination with District Manager/Attorney, communications to residents, such as outreach letters, frequently asked questions and informational articles.

- Providing strategic communications guidance on District matters. GSMA can assist Ms. Holland with improving communication with residents and stakeholders. All communications, such as website updates, outreach letters, or informational articles will be reviewed and approved by Ms. Holland and District Legal Counsel before being published, mailed, emailed, etc. While GSMA is not speaking for the District, they are supporting our strategic communications.

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: December 20, 2024
Board Meeting Date: January 7, 2025

SUBJECT

Resolution adopting amendments to the District's Records Retention Policy.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution adopting amendments to the District's Records Retention Policy.

GENERAL INFORMATION

At the December 3, 2024 Board Meeting, the Ave Maria Stewardship Community District Board of Supervisors voted unanimously, after significant discussion, to approve the installation of security cameras throughout the District to provide an added layer of protection in our growing community. Footage from the cameras will be recorded and stored for 30 days before deletion, pursuant to requirements of the Florida Statutes. At the December 3, 2024 meeting, District staff informed the Board that the District's Records Retention Policy will need to be revised to allow for deletion of security system footage after 30 days.

The Board of Supervisor's adopted Resolution 2023-02 on January 10, 2023, which among other items, included adopting a records retention policy. The proposed Resolution 2025-01 includes amendments to the records retention policy in accordance with the requirements of Florida Statutes regarding public records retention. The amendment to the policy is as follows: The District shall retain all security camera footage for thirty (30) days, after which time the security camera footage shall be disposed of unless deemed necessary for a specific District purpose. Thirty days is the minimum amount of time the District is required by Chapter 1190, Florida Statutes, to maintain security system footage. Maintaining such records for a longer period of time would cost the District an additional amount due to data storage costs.

PROCUREMENT REVIEW

Not applicable.

DISTRICT ENGINEER REVIEW

Not applicable.

DISTRICT LEGAL COUNSEL REVIEW

The District Legal Counsel has reviewed and approved the amendments to the District's Records Retention Policy.

FUNDING REVIEW

Not applicable

Attachment

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ADOPTING AMENDMENTS TO THE DISTRICT’S RECORDS RETENTION POLICY; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the Act authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, on January 10, 2023, the Board of Supervisors of the District (“Board”) adopted Resolution 2023-02, providing for the adoption of the District’s Records Retention Policy; and

WHEREAS, the Board finds that it is in the best interest of the District to amend the Records Retention Policy as described in more detail in paragraph 2 below; and

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

1. CONFLICTS. This Resolution is intended to amend, in part, Resolution 2023-02, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2023-02, that are not amended by this Resolution apply as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

2. AMENDMENT. The Records Retention Policy is hereby amended as set forth herein:

The District shall retain all security camera footage for thirty (30) days, after which time the security camera footage shall be disposed of unless deemed necessary for a specific District purpose.

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

4. EFFECTIVE DATE. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 7th day of January, 2025.

ATTEST:

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

To: Board of Supervisors

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

Date: December 20, 2024

Board Meeting Date: January 7, 2025

SUBJECT

Consider authorization to proceed with issuance of (1) Series 2025 Master Capital Improvement Revenue Bonds for the purpose of financing the acquisition/construction of Phase 5 Master Infrastructure improvements within the District (Series 2025 Master Bonds), (2) Series 2025 Capital Improvement Revenue Bonds to fund certain neighborhood infrastructure improvements including Maple Ridge Phase 8 and Emerson, subject to change, (Maple Ridge Phase 6 Bonds), and (3) Series 2025 Capital Improvement Refunding Bonds refunding the District's Capital Improvement Revenue Bonds, Series 2015 (collectively the "Series 2025 Bonds").

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors approve the authorization to proceed with issuance of Series 2025 Bonds.

GENERAL INFORMATION

The District is considering issuance of the Series 2025 Capital Improvement Revenue Bonds (Series 2025 Master Bonds) for the purpose of financing the acquisition/construction of Phase 5 Master Infrastructure Improvements within the District. Additionally, the District is considering issuance of the Series 2025 Capital Improvement Revenue Bonds (Maple Ridge Phase 6) to fund certain neighborhood infrastructure improvements within the District including Maple Ridge Phase 8 and Emerson, subject to change, and the Series 2025 Capital Improvement Refunding Bonds, for the purpose of refunding the District's Capital Improvement Revenue Bonds, Series 2015.

Staff is requesting approval of the following items to facilitate preparation of the next series of bonds for the District:

1. Consider Approval of Engagement Letter for Investment Banking Agreement – MBS Capital Markets for 2025 Master Bonds
2. Consider Approval of Engagement Letter for Investment Banking Agreement – MBS Capital Markets for Maple Ridge Phase 6 Bonds

3. Consider Authorization for Real Estate Econometrics to Prepare Methodology Report for the Series 2025 Master Bond issuance for Phase 5 Master Infrastructure Improvements.
4. Consider Authorization for Real Estate Econometrics to Prepare Methodology Report for the Series 2025 Bond issuance for both Maple Ridge Phase 6 and the refunding of the Series 2015 Bonds.
5. Consider Approval of Financing Team Agreement – 2025 Master Bonds
6. Consider Approval of Financing Team Agreement – Maple Ridge Phase 6 Bonds and Series 2015 Refunding Bonds

PROCUREMENT REVIEW

In accordance with statutory requirements.

DISTRICT ENGINEER REVIEW

Not applicable.

DISTRICT LEGAL COUNSEL REVIEW

District Legal Counsel has reviewed and approved the agreements for legal form and sufficiency.

FUNDING REVIEW

Fees shall be paid from the proceeds of the Series 2015 Bonds or provided by the developers pursuant to the applicable finance team funding agreement. The District's budgets are not impacted by this item.



MBS CAPITAL MARKETS, LLC

SUPPLEMENT TO INVESTMENT BANKING AGREEMENT DATED NOVEMBER 4, 2014 REGARDING BOND ISSUANCES BY AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

January 7, 2025

Board of Supervisors
Ave Maria Stewardship Community District

Dear Supervisors:

MBS Capital Markets, LLC (“Underwriter”) and the Board of Supervisors of the Ave Maria Stewardship Community District (“District”) entered into an Investment Banking Agreement effective November 4, 2014 (“Agreement”) wherein the District engaged the Underwriter to provide investment banking services for the District. The purpose of this letter is to supplement the Agreement by specifying the particular planned transaction currently being contemplated by the District for which such investment banking services are to be provided by the Underwriter.

The District is considering the issuance of its Series 2025 Capital Improvement Revenue Bonds (the “Bonds”) for the purpose of financing the acquisition/construction of Phase 5 Master Infrastructure Improvements, (the “2025 Master Bonds”) in order to fund certain master infrastructure improvements within Ave Maria Stewardship Community District. It is the District’s intent to engage the Underwriter to provide investment banking services for the issuance of the Bonds.

- 1. Scope of Services:** The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.
 - Advice regarding the structure, timing, terms, and other similar matters concerning the particular of municipal securities described above.
 - Preparation of rating strategies and presentations related to the issue being underwritten.
 - Preparations for and assistance with investor “road shows,” if any, and investor discussions related to the issue being underwritten.
 - Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.

3414 W. BAY TO BAY BLVD., UNIT #3
TAMPA, FLORIDA 33629
PHONE: 813.281.2700

152 LINCOLN AVENUE
WINTER PARK, FLORIDA 32789
PHONE: 407.622.0130

1005 BRADFORD WAY
KINGSTON, TENNESSEE 37763
PHONE: 865.717.0303



MBS CAPITAL MARKETS, LLC

- Assistance in the preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
 - Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
 - Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
 - Preparation of post-sale reports for the issue, if any.
 - Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.
2. Fees: The Underwriter will be responsible for its own out-of-pocket expenses other than the fees and disbursements of underwriter's or disclosure counsel which fees shall be paid from the proceeds of the Bonds. Any fees payable to the Underwriter will be contingent upon the successful sale and delivery or placement of the Bonds. The underwriting fee for the sale or placement of the Bonds will be 1.3% of the par amount of Bonds issued, but not less than \$50,000.

All other terms of the Agreement shall remain in effect, including specifically the Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17 which is again being provided in Exhibit A hereto. By execution of this supplement to the Agreement you are acknowledging receipt of the same.

This supplement to the Agreement shall be effective upon your acceptance and shall remain in effect until such time as the financing described herein has been completed or the Agreement is terminated as provided in Section 3 of the Agreement.

[Signature Page to Follow]



MBS CAPITAL MARKETS, LLC

Sincerely,
MBS Capital Markets, LLC

Rhonda Mossing

Rhonda Mossing
Managing Partner

Approved and Accepted By: _____

Title: _____

Date: _____



MBS CAPITAL MARKETS, LLC

EXHIBIT A

Disclosures Concerning the Underwriter's Role

- (i) Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
- (ii) The Underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the District and it has financial and other interests that differ from those of the District;
- (iii) Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests;
- (iv) The Underwriter has a duty to purchase securities from the District at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- (v) The Underwriter will review the official statement for the District's securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

Disclosure Concerning the Underwriter's Compensation

Underwriter's compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest, because it may cause the Underwriter to recommend a transaction that it is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest

Payments to or from Third Parties. There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than

the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.

Profit-Sharing with Investors. There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the



MBS CAPITAL MARKETS, LLC

resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

Credit Default Swaps. There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

Retail Order Periods. For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

Dealer Payments to District Personnel. Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.



MBS CAPITAL MARKETS, LLC

SUPPLEMENT TO INVESTMENT BANKING AGREEMENT DATED NOVEMBER 4, 2014 REGARDING BOND ISSUANCES BY AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

January 7, 2025

Board of Supervisors
Ave Maria Stewardship Community District

Dear Supervisors:

MBS Capital Markets, LLC (“Underwriter”) and the Board of Supervisors of the Ave Maria Stewardship Community District (“District”) entered into an Investment Banking Agreement effective November 4, 2014 (“Agreement”) wherein the District engaged the Underwriter to provide investment banking services for the District. The purpose of this letter is to supplement the Agreement by specifying the particular planned transaction currently being contemplated by the District for which such investment banking services are to be provided by the Underwriter.

The District is considering the issuance of 1) the Series 2025 Capital Improvement Revenue Bonds (Phase 6-Maple Ridge Project), to fund certain neighborhood infrastructure improvements within Ave Maria Stewardship Community District, including Maple Ridge Phase 8 and Emerson, subject to change, and 2) the Series 2025 Capital Improvement Refunding Bonds, for the purpose of refunding the District’s Capital Improvement Revenue Bonds, Series 2015, collectively (the “Series 2025 Bonds”). It is the District’s intent to engage the Underwriter to provide investment banking services for the issuance of the Series 2025 Bonds.

1. **Scope of Services:** The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.
 - Advice regarding the structure, timing, terms, and other similar matters concerning the particular of municipal securities described above.
 - Preparation of rating strategies and presentations related to the issue being underwritten.
 - Preparations for and assistance with investor “road shows,” if any, and investor discussions related to the issue being underwritten.

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KINGSTON, TENNESSEE 37763
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MBS CAPITAL MARKETS, LLC

- Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
 - Assistance in the preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
 - Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
 - Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
 - Preparation of post-sale reports for the issue, if any.
 - Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.
2. Fees: The Underwriter will be responsible for its own out-of-pocket expenses other than the fees and disbursements of underwriter's or disclosure counsel which fees shall be paid from the proceeds of the Bonds. Any fees payable to the Underwriter will be contingent upon the successful sale and delivery or placement of the Bonds. The underwriting fee for the sale or placement of the Bonds will be 1.3% of the par amount of Bonds issued, but not less than \$50,000.

All other terms of the Agreement shall remain in effect, including specifically the Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17 which is again being provided in Exhibit A hereto. By execution of this supplement to the Agreement you are acknowledging receipt of the same.

This supplement to the Agreement shall be effective upon your acceptance and shall remain in effect until such time as the financing described herein has been completed or the Agreement is terminated as provided in Section 3 of the Agreement.

[Signature Page to Follow]



MBS CAPITAL MARKETS, LLC

Sincerely,
MBS Capital Markets, LLC

Rhonda Mossing

Rhonda Mossing
Managing Partner

Approved and Accepted By: _____

Title: _____

Date: _____



MBS CAPITAL MARKETS, LLC

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- (i) Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
- (ii) The Underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the District and it has financial and other interests that differ from those of the District;
- (iii) Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests;
- (iv) The Underwriter has a duty to purchase securities from the District at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- (v) The Underwriter will review the official statement for the District's securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

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Underwriter's compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest, because it may cause the Underwriter to recommend a transaction that it is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest

Payments to or from Third Parties. There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than

the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.

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MBS CAPITAL MARKETS, LLC

resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

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MEMORANDUM

TO: Mr. Todd Wodraska
District Manager, Ave Maria Community Stewardship District
Special District Services, Inc.

FROM: G. Russell Weyer
President
Real Estate Econometrics, Inc.

SUBJECT: Ave Maria Stewardship Community District Series 2025 Master Capital Improvement Revenue Bonds Supplemental Assessment Methodology Report

DATE: January 7, 2025

Scope of Work

Background

The Ave Maria Stewardship Community District, ("District") is considering the issuance of its Series 2025 Master Capital Improvement Revenue Bonds (the "Series 2025 Master Bonds") for the purpose of financing the acquisition/construction of Phase 5 Master Infrastructure Improvements within the District.

The District is requesting Real Estate Econometrics, Inc ("Consultant") to prepare a supplemental assessment methodology report ("Supplemental Report") for the Series 2025 Master Bonds and to assess the benefits of the infrastructure to future benefitting parcels within the District. This Supplemental Report supplements the Ave Maria DRI Sub-Master Assessment Methodology Report, which was adopted November 14, 2006, revised on November 30, 2006 and revised again on August 1, 2023 (the "Sub-Master Methodology"), which supplemented the Ave Maria Stewardship Community District Master Assessment Methodology Report ("Master Methodology") dated June 12, 2006. The Master Methodology allocates the debt to be incurred by the District to provide infrastructure improvements to properties in the District.

Real Estate Econometrics, Inc (“Consultant”) is well versed in developing assessment methodology reports for bond issues that address the following: (1) the cost allocation methodologies, (2) the assessment methodologies, and (3) application of the resulting proportionate special benefits to determine the final assessment configuration. The result will be the assessment in a non-ad valorem assessment roll.

Assignment Plan

Assignment 1 – Supplemental Assessment Methodology Report

The Consultant will prepare a supplemental assessment methodology report that will allocate and apportion the Series 2025 Master Bonds to future benefitting properties within the District.

The assessment methodology is a process by which the District mathematically allocates the costs associated with the financing of its Capital Improvement Plan (“CIP”) to vacant parcels of land then special benefits will be determined proportionately to each parcel and finally the dollar amount of the assessment will be determined based on the proportionate benefit to each parcel.

Assignment 2 – Meetings and Presentations

The Consultant will make presentations and attend meetings at the direction of the Client as needed.

Fee Proposal and Billing Arrangements

Fee Proposal

The consultant’s fixed fee proposal for Assignments 1 and 2 as outlined above is \$15,000 for the Series 2025 Master Bonds. The Consultant will attend meetings and make presentations as needed. Meeting attendance and presentations are included in the fixed fee. It is understood that the fees will be a part of the cost of issuance funds from the bond issues.

Time Table

We can complete the assignments in an expedited fashion to meet your needs in the Series 2025 Master Bonds issue.

Real Estate Econometrics, Inc. Billing Procedures

We begin each engagement with your signed authorization to proceed. Fees for services and expenses will be paid from the cost of issuances in the bonds proceeds.

Authorization to Proceed

To authorize us to proceed, please sign below, keep a copy for your files and return a copy for our files.

Authority to Execute

Each of the parties hereto covenant to the other that it has the lawful authority to enter into this relationship, that the governing or managing body of each party has approved this relationship and has similarly authorized the execution of this Agreement.

In witness whereof, the parties hereto have executed this Agreement, in duplicate, this 7th day of January, 2025.

Board of Supervisors
Ave Maria Stewardship Community District

Signature: _____
Chairman

Printed Name: Mr. Jay Roth

Invoice to: Ave Maria Stewardship Community District
c/o Mr. Todd Wodraska
Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

Phone: (877) 737-4922
Fax: (561) 630-4923



MEMORANDUM

TO: Mr. Todd Wodraska
District Manager, Ave Maria Community Stewardship District
Special District Services, Inc.

FROM: G. Russell Weyer
President
Real Estate Econometrics, Inc.

SUBJECT: Ave Maria Stewardship Community District Series 2025 Bonds
Supplemental Assessment Methodology Report for Phase 6 of the Maple
Ridge Neighborhood and Refunding of the Series 2015 Bonds

DATE: January 7, 2025

Scope of Work

Background

The District is considering the issuance of 1) the Series 2025 Capital Improvement Revenue Bonds (Phase 6 - Maple Ridge Project), to fund certain neighborhood infrastructure improvements within Ave Maria Stewardship Community District, including Maple Ridge Phase 8 and Emerson, subject to change, and 2) the Series 2025 Capital Improvement Refunding Bonds, for the purpose of refunding the District's Capital Improvement Revenue Bonds, Series 2015, collectively (the "Series 2025 Bonds").

The District is requesting Real Estate Econometrics, Inc ("Consultant") to prepare the supplemental assessment methodology report for the Series 2025 Bonds issue for both the Maple Ridge Phase 6 Project and the refunding of the Series 2015 Bonds to assess the benefits of the infrastructure to the proposed and existing benefitting parcels.

Real Estate Econometrics, Inc ("Consultant") is well versed in developing assessment methodology reports for bond issues that address the following: (1) the cost allocation methodologies, (2) the assessment methodologies, and (3) application of the resulting proportionate special benefits to determine the final assessment configuration. The result will be the assessment in a non-ad valorem assessment roll.

Assignment Plan

Assignment 1 – Supplemental Assessment Methodology Reports

The Consultant will prepare a supplemental assessment methodology report that will allocate and apportion the Series 2025 Bonds to future benefitting properties within the District. The Consultant will also prepare a supplemental assessment methodology report that reallocates the refunding portion of the Series 2015 Bonds based on the Series 2015 Bonds Supplement to the Third Sub-Master Supplemental Assessment Methodology Report for the Maple Ridge, Maple Ridge Estate Homesites and Coquina Neighborhoods.

The assessment methodology is a process by which the District will mathematically allocate the costs associated with the financing of its CIP to vacant parcels of land then special benefits will be determined proportionately to each parcel and finally the dollar amount of the assessment will be determined based on the proportionate benefit to each parcel.

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The Consultant will make presentations and attend meetings at the direction of the Client as needed.

Fee Proposal and Billing Arrangements

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We begin each engagement with your signed authorization to proceed. Fees for services and expenses will be paid from the cost of issuances in the bonds proceeds.

Authorization to Proceed

To authorize us to proceed, please sign on the next page, keep a copy for your files and return a copy for our files.

Authority to Execute

Each of the parties hereto covenant to the other that it has the lawful authority to enter into this relationship, that the governing or managing body of each party has approved this relationship and has similarly authorized the execution of this Agreement.

In witness whereof, the parties hereto have executed this Agreement, in duplicate, this 7th day of January, 2025.

Board of Supervisors
Ave Maria Stewardship Community District

Signature _____
Chairman

Printed Name: Mr. Jay Roth

Invoice to: Ave Maria Stewardship Community District
c/o Mr. Todd Wodraska
Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

Phone: (877) 737-4922
Fax: (561) 630-4923

**BOND FINANCING TEAM FUNDING AGREEMENT
BETWEEN THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT AND
AVE MARIA DEVELOPMENT, LLLP
SERIES 2025 MASTER BONDS**

This Bond Financing Team Funding Agreement (the "Agreement") is made and entered into this ____ day of January, 2025, by and between:

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

AVE MARIA DEVELOPMENT, LLLP, a Florida limited liability limited partnership and a landowner in the District, whose mailing address is 2600 Golden Gate Parkway, Naples, Florida 34105 (the "Developer").

RECITALS

WHEREAS, the District was established by Chapter 2004-461, Laws of Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District presently expects to access the public bond market to provide for the financing of certain capital improvements, facilities, and services to benefit the lands within the District; and

WHEREAS, the District and the Developer desire to enter into this Agreement to provide funds to enable the District to commence its series 2025 financing program.

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

1. PROVISION OF FUNDS. Developer agrees to make available to the District such monies as are necessary to proceed with the issuance of bonds or other indebtedness to fund the District's improvements, facilities and services.

A. Developer agrees to provide to the District any such monies upon receipt of an invoice from the District requesting such funds. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with the work contemplated by this Agreement, and to retain a Bond Counsel and Financial Advisor and other

professional assistance as may be necessary to proceed with the work contemplated by this Agreement.

B. Developer and the District agree that all fees, costs or other expenses incurred by the District for the services of the District's Engineer, Counsel, Financial Advisor or other professionals, for the work contemplated by this Agreement shall be paid solely from the funds provided by Developer pursuant to this Agreement. Such payments shall be made in accordance with the District's normal invoice and payment procedures. The District agrees that any funds provided by Developer pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the work contemplated by this Agreement.

C. The District agrees to provide to Developer, on a monthly basis, copies of all invoices, requisitions, or other bills for which payment is to be made from the funds provided by Developer. The District agrees to provide to Developer, monthly, a statement from the District Manager showing funds on deposit prior to payment, payments made, and funds remaining on deposit with the District.

D. Developer agrees to provide funds within fifteen (15) days of receipt of written notification from the District Manager of the need for such funds.

E. In the event that Developer fails to provide any such funds pursuant to this Agreement, Developer and the District agree the work may be halted until such time as sufficient funds are provided by Developer to ensure payment of the costs, fees or expenses which may be incurred in the performance of such work.

2. TERMINATION. Developer and District agree that Developer may terminate this Agreement without cause by providing ten (10) days written notice of termination to the District. Any such termination by Developer is contingent upon Developer's provision of sufficient funds to cover any and all fees, costs or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date by when notice of termination is received. Developer and the District agree that the District may terminate this Agreement due to a failure of Developer to provide funds in accordance with Section 1 of this Agreement, by providing ten (10) days written notice of termination to Developer; provided, however, that the Developer shall be provided a reasonable opportunity to cure any such failure.

3. CAPITALIZATION. The parties agree that all funds provided by Developer pursuant to this Agreement may be reimbursable from proceeds of District financing for capital improvements, and that within forty-five (45) days of receipt of the proceeds by the District of bonds or notes for the District's capital projects, the District shall reimburse Developer in full, exclusive of interest, for these advances; provided, however, that in the event Bond Counsel determines that any such monies are not properly reimbursable, such funds shall be deemed paid in lieu of taxes or assessments. In the event that District bonds are not issued within five (5) years of the date of this Agreement, all funds provided by Developer pursuant to this Agreement shall be deemed paid in lieu of taxes or assessments.

4. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of 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 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 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 Developer: 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 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 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 both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

14. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSES:

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

Print Name: _____

By: _____
Its: _____

Print Name: _____

**BOND FINANCING TEAM FUNDING AGREEMENT
BETWEEN THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT, CC AVE
MARIA, LLC AND CC AVE MARIA ESTATES, LLC
SERIES 2025 MAPLE RIDGE PHASE 6 NEIGHBORHOOD BONDS AND SERIES 2015
REFINANCING**

This Bond Financing Team Funding Agreement (the “Agreement”) is made and entered into this ____ day of January, 2025, 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, and located in Collier County, Florida, whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”), and

CC AVE MARIA, LLC, a Florida limited liability company and developer of lands within the boundaries of the District, whose address is 2020 Salzedo Street, Suite 200, Coral Gables, Florida 33134, its successors and assigns and **CC AVE MARIA ESTATES, LLC**, a Florida limited liability company and developer of lands within the boundaries of the District, whose address is 2020 Salzedo Street, Suite 200, Coral Gables, Florida 33134, its successors and assigns (collectively the “Developer”, and together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established by Chapter 2004-461, Laws of Florida, as amended, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District presently expects to access the public bond market to provide for the financing of certain capital improvements, facilities, and services to benefit the lands within the District known as Maple Ridge Phase 6; and

WHEREAS, the District and the Developer desire to enter into this Agreement to provide funds to enable the District to commence its financing program.

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

1. PROVISION OF FUNDS. Developer agrees to make available to the District such monies as are necessary to proceed with the issuance of bonds or other indebtedness to fund the District’s improvements, facilities and services and refinance the outstanding Series 2015 Bonds.

A. Developer agrees to provide to the District any such monies upon receipt of an invoice from the District requesting such funds. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with the work contemplated by this Agreement, and to retain a Bond Counsel and Financial Advisor and other professional assistance as may be necessary to proceed with the work contemplated by this Agreement.

B. Developer and the District agree that all fees, costs or other expenses incurred by the District for the services of the District's Engineer, Counsel, Financial Advisor or other professionals, for the work contemplated by this Agreement shall be paid solely from the funds provided by Developer pursuant to this Agreement. Such payments shall be made in accordance with the District's normal invoice and payment procedures. The District agrees that any funds provided by Developer pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the work contemplated by this Agreement.

C. The District agrees to provide to Developer, on a monthly basis, copies of all invoices, requisitions, or other bills for which payment is to be made from the funds provided by Developer. The District agrees to provide to Developer, monthly, a statement from the District Manager showing funds on deposit prior to payment, payments made, and funds remaining on deposit with the District.

D. Developer agrees to provide funds within fifteen (15) days of receipt of written notification from the District Manager of the need for such funds.

E. In the event that Developer fails to provide any such funds pursuant to this Agreement, Developer and the District agree the work may be halted until such time as sufficient funds are provided by Developer to ensure payment of the costs, fees or expenses which may be incurred in the performance of such work.

2. TERMINATION. Developer and District agree that Developer may terminate this Agreement without cause by providing ten (10) days written notice of termination to the District. Any such termination by Developer is contingent upon Developer's provision of sufficient funds to cover any and all fees, costs or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date by when notice of termination is received. Developer and the District agree that the District may terminate this Agreement due to a failure of Developer to provide funds in accordance with Section 1 of this Agreement, by providing ten (10) days written notice of termination to Developer; provided, however, that the Developer shall be provided a reasonable opportunity to cure any such failure.

3. CAPITALIZATION. The parties agree that all funds provided by Developer pursuant to this Agreement may be reimbursable from proceeds of District financing for capital improvements, and that within forty-five (45) days of receipt of the proceeds by the District of

bonds or notes for the District's capital projects, the District shall reimburse Developer in full, exclusive of interest, for these advances; provided, however, that in the event Bond Counsel determines that any such monies are not properly reimbursable, such funds shall be deemed paid in lieu of taxes or assessments. In the event that District bonds are not issued within five (5) years of the date of this Agreement, all funds provided by Developer pursuant to this Agreement shall be deemed paid in lieu of taxes or assessments.

4. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of 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 prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's 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 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 (the "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 Developer: CC Ave Maria, LLC
2020 Salzedo Street, Suite 200
Coral Gables, Florida 33134

Attn: Hal Eisenacher

CC Ave Maria Estates, LLC
2020 Salzedo Street, Suite 200
Coral Gables, Florida 33134
Attn: Hal Eisenacher

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 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 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 both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

14. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Attest:

**CC AVE MARIA, LLC, a
Florida limited liability company**

Witness: _____

By: _____
Name: Hal Eisenacher, Vice President

Attest:

Witness: _____

**CC AVE MARIA ESTATES, LLC, a
Florida limited liability company**

Attest:

Witness: _____

By: _____
Name: Hal Eisenacher, Vice President

Attest:

Witness: _____

To: Board of Supervisors
From: Allyson Holland, P.E., District Manager
Date: December 27, 2024
Board Meeting Date: January 7, 2025

SUBJECT

Provide update to Board of Supervisors on the budget planning calendar for the Ave Maria Stewardship Community District.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors receive the update on the budget planning calendar 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. Annual budget preparation is included as Goal 3.1 under Financial Transparency and Accountability. This goal includes preparation of a budget planning calendar.

The attached budget planning calendar is tentative and may be adjusted as needed. The calendar includes a window for the proposed budget workshop; the final date and time shall be agreed upon by the Board of Supervisors. The District Manager would like to plan for one-on-one meetings with all Supervisors within the dates indicated on the calendar. The Board meetings were previously scheduled assuming the 6:00 p.m. meetings would be reserved for the Proposed Budget and Final Budget Hearing on 6/3/25 and 8/5/25, respectively.

It is important to note that a future Board meeting will include the Reserve Funding Plan. Additionally, there is a rate analysis in progress for the Master Irrigation Utility System. Both of these items will affect the District budgets. The budget planning calendar will be updated to include these items when they are ready to go before the Board for discussion and approval.

PROCUREMENT REVIEW

Not applicable.

DISTRICT ENGINEER REVIEW

Not applicable.

DISTRICT LEGAL COUNSEL REVIEW

Not applicable.

FUNDING REVIEW

Not applicable.

Attachment

**BUDGET PLANNING CALENDAR
For Fiscal Year 2025-2026**

January 7, 2025	Distribute 2025-2026 Budget Planning Calendar
March 24-28, 2025	District Manager Review & Adjust Budget Line Items
April 7-11, 2025	Finalize Capital Improvement Projects/O&M/Irrigation Utility Planning
May 12-16, 2025	District Manager meets with Supervisors one-on-one
May 20 or 27, 2025	Budget Workshop (6:00 p.m.)
June 3, 2025	Proposed Budget Meeting (6:00 p.m.)
July 1, 2025	Goals & Objectives Discussion at Regular Board Meeting
August 5, 2025	Final Budget Public Hearing (6:00 p.m.)
September 9, 2025	Resolution approving Goals & Objectives at Regular Board Meeting

To: Board of Supervisors
From: Allyson Holland, P.E., District Manager
Date: December 30, 2024
Board Meeting Date: January 7, 2025

SUBJECT

Provide update on Davey Tree Expert Company contract for landscape and irrigation services.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors receive the update on the Davey Tree Expert Company contract and discuss as needed.

GENERAL INFORMATION

The Board of Supervisors unanimously approved extending the annual contract for landscape and irrigation services to Davey Tree Expert Company (Davey) at the September 10, 2024 Board meeting. District staff is aware that the landscaping and irrigation services provided by Davey needs improvement in certain areas of the District. Staff is working closely with Davey and continues to monitor and document deficiencies.

In late 2024, the District completed a landscape enhancement project on the Oil Well Road berm. The enhancements require work above and beyond the scope of the existing contract with Davey. The additional work includes weeding, plant maintenance, trimming of hedges, and fertilizer and pesticide application. District staff has decided to seek proposals from alternative landscape and irrigation contractors for the enhanced maintenance of the berm. Staff has requested an amendment from Davey to remove maintenance (mowing and tree trimming) of the Oil Well Road berm portion from the current contract. Neither the amendment to deduct this work from Davey’s contract, nor the proposals from the alternative contractors are complete at this time. Staff will ensure maintenance of the berm continues without interruption, but this will result in additional cost. Staff will bring contract amendments and new proposals/agreements to the Board for approval as soon as possible.

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: December 27, 2024
Board Meeting Date: January 7, 2025

SUBJECT

Discuss streetlight outages throughout the Ave Maria Stewardship Community District.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors discuss streetlight outages throughout the Ave Maria Stewardship Community District.

GENERAL INFORMATION

On December 28, 2024, Vice Chairman DiFlorio requested a discussion of the recent streetlight outages throughout the District. The District Manager agreed that this topic is worthy of discussion as she has received numerous emails and phone calls the past few months notifying District staff of the streetlight outages. Mr. Donny Diaz, Operations Manager, will be present at the meeting and will be part of the discussion as he has been onsite for many years dealing with the outages. Bob Lee Electric has been performing the majority of the streetlight repairs for over five years. They will have staff present at the meeting and will be available, if needed.

PROCUREMENT REVIEW

Not applicable.

DISTRICT ENGINEER REVIEW

Not applicable.

DISTRICT LEGAL COUNSEL REVIEW

Not applicable.

FUNDING REVIEW

Not applicable.

**Ave Maria Stewardship Community District
Budget vs. Actual
October through November 2024**

	<u>Oct - Nov 24</u>	<u>24/25 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Expenditures				
01-1130 · Payroll Tax Expense	61.20	734.00	-672.80	8.34%
01-1131 · Supervisor Fees	800.00	9,600.00	-8,800.00	8.33%
01-1310 · Engineering	15,026.85	90,000.00	-74,973.15	16.7%
01-1311 · Management Fees	11,666.66	70,000.00	-58,333.34	16.67%
01-1313 · Website Management	416.66	2,500.00	-2,083.34	16.67%
01-1314 · District Manager - on site	46,666.66	280,000.00	-233,333.34	16.67%
01-1315 · Legal Fees	4,439.12	100,000.00	-95,560.88	4.44%
01-1320 · Audit Fees	0.00	18,300.00	-18,300.00	0.0%
01-1330 · Arbitrage Rebate Fee	650.00	3,900.00	-3,250.00	16.67%
01-1440 · Rents & Leases	0.00	1,000.00	-1,000.00	0.0%
01-1441 · Travel & Lodging	1,299.62	10,000.00	-8,700.38	13.0%
01-1450 · Insurance	101,655.00	120,000.00	-18,345.00	84.71%
01-1480 · Legal Advertisements	1,540.72	8,000.00	-6,459.28	19.26%
01-1512 · Miscellaneous	753.50	10,000.00	-9,246.50	7.54%
01-1513 · Postage and Delivery	65.04	3,000.00	-2,934.96	2.17%
01-1514 · Office Supplies	417.25	3,500.00	-3,082.75	11.92%
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	3,950.00	40,000.00	-36,050.00	9.88%
01-1734 · Continuing Disclosure Fee	0.00	12,000.00	-12,000.00	0.0%
01-1735 · Assessment Roll	0.00	25,000.00	-25,000.00	0.0%
01-1801 · Landscaping - Miscellaneous	4,625.00	0.00	4,625.00	100.0%
01-1808 · Irrigation Repair	22,497.60	205,000.00	-182,502.40	10.97%
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	20,616.80	75,000.00	-54,383.20	27.49%
01-1816 · Electric-Streetlights,Landscape	25,947.86	150,000.00	-124,052.14	17.3%
01-1817 · Maintenance Street Sweeping	0.00	30,000.00	-30,000.00	0.0%
01-1818 · Striping & Traffic Markings	0.00	250,000.00	-250,000.00	0.0%
01-1819 · Street Light Maintenance	4,295.00	140,000.00	-135,705.00	3.07%

**Ave Maria Stewardship Community District
Budget vs. Actual
October through November 2024**

	<u>Oct - Nov 24</u>	<u>24/25 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
01-1820 · Maint Sidewalk/Curb Repairs	0.00	200,000.00	-200,000.00	0.0%
01-1830 · Maintenance Contracts	126,937.00	729,793.00	-602,856.00	17.39%
01-1831 · Tree Trimming	3,325.00	160,000.00	-156,675.00	2.08%
01-1832 · Storm Cleanup - Landscaping	15,212.50	26,250.00	-11,037.50	57.95%
01-1833 · Plant Replacement	29,282.20	200,000.00	-170,717.80	14.64%
01-1834 · Mulch	0.00	150,000.00	-150,000.00	0.0%
01-1838 · Water Management & Drain	400.00	0.00	400.00	100.0%
01-1839 · Entry Feature/Near Well Water	1,697.54	5,500.00	-3,802.46	30.86%
01-1841 · Maintenance Irrigation Water	15,027.33	93,713.00	-78,685.67	16.04%
01-1842 · Maint Fountain/Repair	1,798.62	50,000.00	-48,201.38	3.6%
01-1843 · Maintenance Rodent Control	6,875.00	25,000.00	-18,125.00	27.5%
01-1844 · Maint Equipment Repair	122.85	8,400.00	-8,277.15	1.46%
01-1845 · Maint Signage Repair	23,135.00	20,000.00	3,135.00	115.68%
01-1846 · Maint Storm Drain Cleaning	3,648.21	52,500.00	-48,851.79	6.95%
01-1847 · Mnt Drainage/Lke Mnt/Littorals	20,285.91	81,113.00	-60,827.09	25.01%
01-1848 · Maintenance Aerators	0.00	2,100.00	-2,100.00	0.0%
01-1850 · Maint-Preserve Maintenance	17,143.00	64,890.00	-47,747.00	26.42%
01-1853 · Maintenance Small Tools	431.15	7,500.00	-7,068.85	5.75%
01-1854 · Maint Miscellaneous Repairs	250.00	30,000.00	-29,750.00	0.83%
01-1855 · Maint Vehicle Lease/Fuel/Repair	922.15	35,000.00	-34,077.85	2.64%
01-1863 · Maint Base Management Fee	3,840.00	23,000.00	-19,160.00	16.7%
01-1867 · Asset Management & Software	11,363.61	139,000.00	-127,636.39	8.18%
01-1869 · Operations Team Salaries	73,333.34	462,000.00	-388,666.66	15.87%
01-1871 · Verizon - Internet	350.72	0.00	350.72	100.0%
01-1872 · Pressure Washing	1,885.00	60,000.00	-58,115.00	3.14%
01-1890 · Maint-Reserve Fund	0.00	27,500.00	-27,500.00	0.0%
01-1891 · Maint Contingency	11,750.00	15,000.00	-3,250.00	78.33%
01-1892 · Public Safety Projects	0.00	250,000.00	-250,000.00	0.0%
01-1893 · Capital Asset Purchase	0.00	110,000.00	-110,000.00	0.0%
Total Expenditures	636,581.67	4,773,043.00	-4,136,461.33	13.34%