



AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

COLLIER COUNTY REGULAR BOARD MEETING FEBRUARY 4, 2025 4:00 P.M.

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

www.avemariastewardshipcd.org

DISTRICT MANAGER

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

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AGENDA
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
REGULAR BOARD MEETING

February 4, 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

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

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
NOTICE OF REGULAR BOARD MEETING

The Board of Supervisors (the Board) of the Ave Maria Stewardship Community District (the District) will hold a Regular Board Meeting (Meeting) at 4:00 p.m. on February 4, 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 be submitted by 5 p.m. February 3, 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

Jan. 27, 202510959513

**MEETING MINUTES
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

The January 7, 2025 Regular Board Meeting of the Ave Maria Stewardship Community District (the “District”) was called to order at 4:00 p.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. 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: Chairman	Jay Roth	Present
Seat No. 5: Vice Chairman	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 (via Zoom)	Barron Collier Companies

Also present were the following:

Donny Diaz, Corporal Lee VanGelder, Jenna Buzzaco-Foerster, and approximately 18 members of the public. There were also approximately 15 present via Zoom.

F. Additions or Deletions to Agenda

Mr. Klucik requested a discussion on District office relocation. This will be discussed at the end of the meeting.

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

Ms. Holland 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, as the Board allowed at the December meeting. The Board agreed to revise this Item to "Comments from the Public" for future agendas.

Mr. Jim Leonard was the only public speaker. He expressed his concern with a 45 mph speed limit on Ave Maria Blvd. He believes it should be lowered to 35 mph. Mr. Klucik and Mr. Roth questioned if this was an outstanding issue that the District was looking into. Mr. Tryka explained that the District wide traffic study takes into account speeds throughout the District roadways. Mr. Casalanguida stated that a decrease in speed needs to be warranted and we need to ask the traffic engineer to perform this analysis if this is something we want to move forward with. Mr. DiFlorio stated that the sod farm development may trigger a change in speed limits on this section of Ave Maria Blvd when they add intersections to this portion of the roadway. The Board asked Corporal VanGelder with CCSO about speeding on Ave Maria Blvd. Corporal VanGelder stated that CCSO typically sets up to catch speeders in the 35 mph zone of the boulevard. CCSO observes more speeders in the 35 mph zone, vs the 45 mph zone, because drivers are not slowing down. After discussion, the Board decided that the District doesn't need to look into this now as the speed will likely change as new development rises in this area.

H. Approval of Minutes

1. December 3, 2024 Regular Board Meeting

The minutes of the December 3, 2024 Regular Board Meeting were presented for consideration. A **motion** was made by Mr. DiFlorio, seconded by Mr. Casalanguida and passed unanimously approving the minutes of the December 3, 2024 Regular Board Meeting.

I. Old Business

1. AMSCD Projects Update

Ms. Holland gave a brief update on District projects in accordance with the updated project list. She expanded upon the Reserve Study progress. District staff received the revised Reserve Study which was distributed to the Board of Supervisors last week. The Reserve Study needs to be discussed at a Board meeting, including a discussion on funding the reserves. Ms. Holland stated that Mr. Klucik will not be present at the February meeting, so he asked if we can discuss the Reserve Study at the March meeting. The Board unanimously agreed and also confirmed the March meeting is at 6 p.m. Ms. Holland also indicated that a new pressure washing company is pressure washing all District curbs and sidewalks stated that she is very pleased with their work. After the power washing is complete, staff hopes to get both Ave Maria Blvd and Pope John Paul II Blvd re-striped. Mr. Tryka gave a brief update on the Oil Well Road lights and Owens roundabout projects. Mr. Klucik asked if staff should add streetlight issues to the project list. Ms. Holland explained that we are discussing street light issues later in the meeting and she would like the Board to decide during that discussion.

2. Staff update on PR firm

Ms. Holland presented this item. She gave a brief history of this item. Since the November meeting, she met with the public affairs director Jenna Buzzaco-Foerster to discuss ways GSMA can provide strategic communications services to the District. An example includes an audit of the District's website. The goal is to make the website more user-friendly and include information that will be useful to residents and easy to find. No changes will be made without the District Manager's consent, and Legal Counsel/Board of Supervisors if desired. Ms. Holland also discussed how GSMA can

assist the District with creating strategic messaging. For example, they can create a one page fact sheet about public safety based on comments at the December Board meeting. This could include facts about golf carts, electric scooters, cross walks, etc. All messaging will be reviewed by Ms. Holland and Legal Counsel, and the Board if desired. GSMA is not acting as spokesperson for the District, they are helping us create content. Ms. Holland went on to explain that if desired by the Board, we have the option to keep the current agreement between AMD and GSMA, and simply add a joinder to the agreement for District to sign to consent to the receipt of public relations expertise in preparation of communication strategy support (written and oral) for so long District Manager/Counsel/Chair approves and authorizes all communication items. We have a joinder agreement prepared in case that is desired by the Board.

Mr. Klucik stated that the joinder agreement is a great idea. The Board agreed and Ms. Holland stated she had the joinder to the agreement prepared, but she would include it in the meeting book for the February meeting for Board's review. The Board unanimously agreed to bring the joinder to the agreement before the Board in February.

J. New Business

1. Consider Resolution No. 2025-01 – Adopting Amendments to the District's Records Retention Policy

Ms. Holland presented this item. The proposed amendment to the District's Records Retention Policy is the subsequent step to the approval of the security cameras to improve safety and security in the District, which was approved at the December 3, 2024 meeting. The amendment allows for the deletion of security system footage after 30 days. 30 days is the minimum amount of time the District is required by Chapter 119, Florida Statutes, to maintain security footage. The 30 day retention period is standard for CCSO, Collier County, City of Naples, etc. The cameras that the District will purchase only retain footage for 30 days. Ms. Holland stated for the record that she never discussed the proposed security cameras with the Board before December meeting. She explained that the current budget includes a line item for Public Safety Projects that was mentioned multiple times, but to the best of her knowledge, this was never disclosed as security cameras. She apologized for any misunderstanding at the last meeting and understands and respects that the Board may desire to push the decision of certain agenda items to subsequent meetings to allow for further thoughts and discussion. Mr. Klucik acknowledged Ms. Holland's clarification. Mr. Roth agreed that the Board needs time to discuss prior approving items.

A **motion** was made by Mr. Klucik to approve Resolution No. 2025-01 – Adopting Amendments to the District's Records Retention Policy, seconded by Mr. DiFlorio and passed unanimously approving Resolution No. 2025-01 – Adopting Amendments to the District's Records Retention Policy.

2. Consider Authorization to Proceed with 2025 Master Bond Issuance & Maple Ridge Phase 6 Bond Issuance

- a. Consider Approval of Engagement Letter for Investment Banking Agreement – MBS Capital Markets for 2025 Master Bonds**
- b. Consider Approval of Engagement Letter for Investment Banking Agreement – MBS Capital Markets for Maple Ridge Phase 6 Bonds**
- c. Consider Authorization for Real Estate Econometrics to Prepare Methodology Reports**
- d. Consider Approval of Financing Team Agreement – 2025 Master Bonds**
- e. Consider Approval of Financing Team Agreement – Maple Ridge Phase 6 Bonds and Series 2015 Refunding Bonds**

Ms. Holland presented this item. She explained that this is the first step in the process for the 2025 Master Bond Issuance for the Phase 5 Master infrastructure within the District, issuance of the Series 2025 Capital Improvement Revenue Bonds to fund certain neighborhood infrastructure improvements including Maple Ridge Phase 8 and Emerson areas, subject to change, and Series 2015 refunding bonds. This item includes multiple items including engagement letters for Investment Banking Agreement, Real Estate Econometrics Methodology Reports, and Financing Team agreements. Mr. Klucik asked if David Genson was present, and Mr. Genson replied yes, he was present via Zoom. Mr. Genson stated that this is the standard process to initiate bonds and this bond issuance will cover shortfalls from the previous 2023 bonds issuance. He noted that these [new infrastructure] bonds only affect future residents and that they are watching interest rates closely. Mr. Klucik asked what is different from the other bond issuances. Ms. Willson stated that the only difference is adding a refinancing component into the Maple Ridge bonds. She also mentioned that the items included on this agenda are all otherwise in standard form. Ms. Willson stated she and Mr. Tryka will be involved in the bond issuance process, but their scope is included within their current continuing contracts. Mr. Klucik asked Mr. Genson if he's expecting similar bond issuance as previous years. Mr. Genson stated yes, keeping within the current inflation; expect to increase by the CPI. Mr. Klucik asked if the 2015 refinancing will lower the assessments, and Mr. Genson stated yes. The Board asked if all items can be approved at once. Ms. Willson stated yes, as long as all items in J.2 are included in the motion.

A **motion** was made by Mr. DiFlorio to approve Authorization to Proceed with 2025 Master Bond Issuance & Maple Ridge Phase 6 Bond Issuance, including Items J.2.a. through J.2.e., seconded by Mr. Casalanguida and passed unanimously approving Authorization to Proceed with 2025 Master Bond Issuance & Maple Ridge Phase 6 Bond Issuance, including Items J.2.a. through J.2.e.

3. Staff update on Budget Planning Calendar

Ms. Holland presented this item. She reviewed the proposed calendar with the Board and noted that it is subject to change pursuant to Board discussion. She explained that both the Reserve funding plan and the rate analysis of the Master Irrigation Utility will both affect District budgets. Ms. Holland stated that she would like to establish a date for the budget workshop at today's meeting. Ms. Robertson stated that May 20, 2025 will not work for her for the budget workshop as she will be traveling. The Board agreed that May 20, 2025 at 6 p.m. is the most appropriate time for the budget workshop based on dates and timing. The Board agreed that the website updates should include the budget calendar updates. A **motion** was made by Mr. Casalanguida to schedule the budget workshop for May 20, 2025, seconded by Mr. DiFlorio and passed unanimously approving the budget workshop to be scheduled for May 20, 2025.

4. Staff Update on Davey Tree

Ms. Holland presented this item and explained that this is a staff update on Davey Tree. The Oil Well Road Berm Enhancement maintenance is above and beyond current contract with Davey Tree, it includes additional hedge trimming, weed pulling, fertilization, and irrigation maintenance. Staff has asked Davey to remove the berm maintenance from their contract and has requested proposals from other landscape/irrigation firms. Current cost of berm maintenance is approximately \$30k. Two quotes for this work have come in at \$41k and \$54k so far. Staff plans to prepare a procurement request for landscape and maintenance contractor for next FY or sooner if needed (staff may terminate the Davey Tree contract early in accordance with Contract documents); may contract with more than one contractor as maintenance of the entire District has proven to be challenging. Mr. Casalanguida asked staff how they choose contractors to invite to bid the work. Ms. Holland stated that staff has contacted local landscape and irrigation contractors who have worked in the community, but mentioned that staff can request quotes from several contractors as the cost is below the threshold to go out to public bid. Mr. DiFlorio asked if staff has contacted Rise, John Gargano, as he is an AMU

grad who may be interested in the work. Ms. Holland stated that she would reach out to Rise. Ms. Holland will continue to provide updates and bring contracts before the Board.

5. Discussion on Streetlight Outages

Ms. Holland presented this item. She explained that streetlight outages have been an issue in Ave Maria for many years. Recently, staff has experienced an increase in outages. Mr. DiFlorio requested we bring this item before the Board today. Mr. Donny Diaz, Operations Manager for the District who has been onsite for over 12 years is with us today, along with Mr. Jim Givens with Bob Lee Electric. Bob Lee Electric has been servicing our community for over 5 years. Ms. Holland explained that the streetlight outages discussed today are specifically District owned lightpoles. Note that LCEC does have streetlights in the District as well. Moving forward with new construction, it is anticipated that all future District streetlights will be owned and maintained by LCEC. Mr. Genson confirmed Ms. Holland's statement. Ms. Holland noted that rarely do single bulbs burn out. The outages include several lights on one breaker/circuit. She noted that the problem is typically the power supply; faulty transformer, damaged wire, blown fuse, malfunctioning photocell, etc. Power surges can trip the breakers and staff resets the breakers once we are notified of the outages. If staff is unable to reset breakers, they typically call Bob Lee. Mr. Diaz stated that District staff responds to outages as soon as they are reported. For LCEC light poles, staff contacts LCEC and they respond within 24 to 72 hours. Mr. Klucik asked if LCEC ownership of District light poles will cause an issue (lack of response time) in the future. Mr. Diaz responded no. Mr. Casalanguida added that the long term cost for O/M on LCEC poles will be more cost effective to the District. Mr. Givens spoke and added that a lot of what Bob Lee sees is burned up handholds; the conduit under the landscaping burns it up. Mr. Klucik asked how we fix the problems. Mr. Tryka responded that we look at the hot spots, look at hardening the streetlight electric. Mr. Klucik asked that we add this to the project list for a monthly update. Ms. Holland indicated that we don't currently have a formal contract in place with Bob Lee Electric. Staff is working bringing a purchasing policy before the Board and hopes to secure a contract with an electric company for maintenance work in the community. Ms. Holland discussed the surges experienced in the community. Mr. Casalanguida asked how we choose contractors. Ms. Holland explained that staff hires contractors in compliance with the current District Rules of Procedure, mainly based upon work previously performed in the community. Staff plans to bring a more detailed purchasing policy to the Board for discussion and approval. After lengthy discussion, the Board directed staff to continue to look into streetlight issues and provide monthly updates.

K. Administrative Matters

1. Legal Report

Ms. Willson had nothing further to report. Mr. Klucik stated that we need to work on communication with Legal if joined via Teams. Ms. Willson confirmed that she will set up a test prior to the next meeting. Ms. Willson also added that the District has a procurement policy in place which [within the District's Rules of Procedure] has been followed in accordance with Florida Statutes. She stated that the policy can be further refined.

2. Engineer Report

Mr. Tryka had nothing further to report.

3. Manager's Report

a. Financials

Ms. Holland indicated that the financials were included in the meeting book and we are tracking well so far. Ms. Holland indicated that staff was expecting overages on several line items including

asset management for the Cyclomedia portion of Cartegraph that was supposed to be paid last year, for \$114,000. Unfortunately, the data wasn't sufficiently delivered and this has carried over to this year's budget. Ms. Holland also explained that the asset management line item will be over budget due to shared expenses with AMUC that were not budgeted. Mr. Roth asked why the Cyclomedia invoice is coming in so late. Ms. Holland explained that the original product wasn't delivered to the standards Cyclomedia promised and the District asked them to produce a better product. The District is waiting for the Cyclomedia data before the pay the invoice. The overage will be covered by the developer. The funding agreement was discussed including what is funded by the developer. Ms. Holland also explained that the Owens Way, Handicap Parking space and fire station signage project in the amount of just under \$98,000 was budgeted for last year. However, the project will be completed this year so will be carried over to this year's budget. Ms. Holland added that the landscape/irrigation budget will also be overbudget as previously discussed due to additional land turned over to the District that requires maintenance that was not accounted for while planning for this year's budget. Ms. Holland stated that she will work on improving the budget next year.

Ms. Holland mentioned a few events that are coming up in Ave Maria. She mentioned the great turnout at Hometown Christmas.

Lastly, Ms. Holland mentioned that she received an email from Mr. Joseph Palomino last night reporting a golf cart parked on Ave Maria Blvd for months. Mr. Palomino is present at tonight's meeting. Ms. Holland stated that the golf cart is not registered and has no contact information on or in it. With the help of Board members, a photo of the golf cart was posted on social media, we found the owner, and the golf cart will be moved next week.

L. Final Public Comments

No public comment.

M. Board Members Comments

Ms. Robertson asked about signs on Anthem Parkway. Ms. Holland confirmed that she is aware of the CC Homes signs on Anthem Parkway and she requested they be removed. Both Mr. Klucik and Mr. Roth confirmed that the Board has discussed this in the past. Ms. Holland assured the Board that the Developer confirmed the signs need to be removed and she will follow up with CC Homes to ensure they are removed.

Mr. Klucik asked that the following be added to the projects list: Purchasing Policy, Street Light Analysis, and Update on Website. He also asked about the District office relocation. He asked that staff provide an update at the February meeting. Ms. Holland confirmed that the third floor of the bank building was being considered. The District was considering renting the space with the Master Association, but they failed to discuss rent so the renovation was put on hold. Ms. Holland noted that the Master Association budgeted for rent in their next FY budget, but the District did not budget for rent this year, so the office relocation and rent will need to go before the Board for approval.

Mr. Casalanguida added that he looks forward to working on the budget this year.

Mr. DiFlorio asked about Christmas lights again. He is disappointed with the lights and would like to see improvements next year for the price we paid. Mr. Diaz confirmed that the GFIs was the main issue. Ms. Holland confirmed that she plans to make changes next year to improve the Christmas light situation.

N. Adjourn

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 5:50 p.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 and has received preliminary acceptance. Anthem Parkway: Drainage, utilities, and conduit installation is nearly complete. Roadway construction has commenced and is scheduled to have first lift of asphalt in 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 commenced 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)	Design and permitting through Collier County, AMUC, and South Florida Water Management District is ongoing. Bid process to began 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. Roundabout was damaged during vehicle accident on 1/17/25, Davey Tree is repairing damages and replacing the palm tree. Fire Truck signage is installed on Ave Maria Blvd. Handicap parking work scheduled to commence on 1/30/25. Signing & Marking scheduled for 2/7/25.
Oil Well Road Lighting & Sign Project 10/3/2023	1/17/2024	2/1/2025	100% Design 100% Construction		\$544,758	2023 Bonds	Ted Tryka	Ted Tryka (District)	Final inspection passed by Collier County on 1/15/25. PROJECT COMPLETE.
Asset Management 11/1/2022	10/1/2023	Ongoing	25%	\$115,000	\$115,000	FY24/25 O&M Budget	ETM	Allyson Holland (District)	Field staff utilizing Cartegraph daily to track asset management. ETM completed onboarding with Bob Lee Electric.
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)	Reserve Advisors provided Reserve Study with revisions on 1/3/25 and District Manager distributed revised Reserve Study. Reserve Study will be discussed at the March 4, 2025 meeting. District Manager will be requesting an additional Reserve Study that will include District infrastructure at buildout.

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)	Received quote from O'Donnell for landscape enhancements in Town Core, on Ave Maria Blvd adjacent to Hampton Village, and at Oil Well Rd entrance. Staff has requested quotes from other landscape contractors for competitive pricing.
District Streetlight Analysis 1/23/2025	1/23/2025	9/30/2025	10%	TBD	TBD	FY 24/25 O&M Budget	TBD	Allyson Holland (District)	District staff met with Bob Lee Electric and Bentley Electric to discuss a solution to the light pole outages. Bob Lee will be providing a quote to replace conduit and wiring for section of Ave Maria Blvd. Staff will contact Bentley Electric next time an outage is reported to get another contractor's input on the problem. District staff asked contractors to put together a contract/proposal for District's review.
Purchasing Policy 1/23/2025	1/30/2025	9/30/2025	5%	TBD	TBD	N/A	N/A	Allyson Holland	District manager is working with Legal Counsel to put together a more robust purchasing policy.
District Website Update 1/23/2025	1/23/2025	9/30/2025	20%	TBD	TBD	N/A	GSMA	Allyson Holland (District)	District Manager met with GSMA on 1/23/25 to discuss proposed recommended updates to the website. GSMA emailed updates to District Manager and Legal Counsel for review and discussion.



**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.
1/28/25 Comments	Website is up to date. Improvements to website are underway.

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.

1/28/25 Comments	District Joinder to existing agreement between AMD & GSMA is on 2/4/25 agenda. GSMA conducted an audit of District website. District Manager and Legal Counsel are reviewing suggested improvements to the District's website.
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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.
1/28/25 Comments	Roadway and drainage improvements complete in multiple locations. Power washing efforts are underway. Striping and tree trimming contracts will be presented at 2/4/25 Board meeting. District staff working on labeling light poles.

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.
1/28/25 Comments	FY24/25 Contract is in place w/ ETM. Onboarding complete with Bob Lee Electric. District staff working with ETM to expand District's database.

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.
1/28/25 Comments	Budget calendar was approved by Board on 1/7/25. District manager is on track to meet budget calendar planning items.

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.
1/28/25 Comments	Reserve Advisors sent revised Reserve Study to District Manager on 1/2/25 and District Manager distributed revised Reserve Study to Board of Supervisors. The Board unanimously agreed to discuss the revised Reserve Study, including funding the study, at the March 4, 2025 meeting. Staff is working to prepare presentation of Reserve Study and funding options for March meeting.

To: Board of Supervisors
From: Allyson Holland, P.E., District Manager
Date: January 23, 2025
Board Meeting Date: February 4, 2025

SUBJECT

Consider approval of a Joinder to the existing Agreement between Gravina, Smith, Matte & Arnold Marketing and Public Relations and Ave Maria Development to provide public relations services.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors approve a Joinder to the existing Agreement between Gravina, Smith, Matte & Arnold Marketing and Public Relations and Ave Maria Development to provide public relations services.

GENERAL INFORMATION

At the January 7, 2025 Regular Board Meeting, the District Manager presented an update to the Board of Supervisors on ways Gravina, Smith, Matte & Arnold Marketing and Public Relations (GSMA) can provide strategic communications services for the District. There is currently an agreement between Ave Maria Development (AMD) and GSMA to provide communication services; the District is not a party to the current agreement. District Legal Counsel advised that if desired by the Board and agreeable to AMD and GSMA, the District could join in to the current agreement between AMD and GSMA to consent the receipt of public relations expertise in preparation of communication strategy support (written and oral) for so long as District Manager/Counsel/Chair approves and authorizes communication items. The Board unanimously agreed to bring a joinder to the existing agreement to the February 4, 2025 Board Meeting. A joinder to the agreement and the existing agreement between AMD and GSMA are attached hereto. Any communication strategy support provided pursuant to the joinder to the agreement would be at not cost to the District.

PROCUREMENT REVIEW

Not applicable.

DISTRICT ENGINEER REVIEW

Not applicable.

DISTRICT LEGAL COUNSEL REVIEW

District Legal Counsel has reviewed and approved the Joinder to the Agreement for legal form and sufficiency.

FUNDING REVIEW

Not applicable.

Attachments

JOINDER AND CONSENT
to
Public Relations Services Agreement

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT, a special purpose unit of local government established pursuant to Chapter 2004-461, Laws of Florida, as amended,(the “District”) hereby joins in and consents to the agreement between Ave Maria Development, LLLP, (“AMD”) and Gravina Smith Matte & Arnold Marketing and Public Relations Services, LLC, (“GSMA”) regarding public relations communications services dated September 24, 2024, (the “Agreement”) to the extent it is the beneficiary of any communications and consulting services provided to the District pursuant to the Agreement. The District hereby authorizes preparation of written and oral communications and receipt of consulting services provided any written or oral communications are reviewed and approved by the District Manager, District Counsel and the Chairman or Vice-Chairman of the District Board of Supervisors prior to public use. AMD and GSMA agree that all services provided and communications prepared in consultation with the District shall be considered public records and shall be treated as such pursuant to Chapter 119, Florida Statutes.

Ave Maria Stewardship Community District

By: _____
Jay Roth, Chairman

Ave Maria Development, LLLP

By: _____

Gravina Smith Matte & Arnold Marketing and Public Relations, LLC

By: _____

GRAVINA·SMITH MATTE & ARNOLD

MARKETING AND PUBLIC RELATIONS

PROFESSIONAL SERVICES AGREEMENT

This agreement is made the 5th day of September between Gravina, Smith, Matte & Arnold Marketing and Public Relations, hereinafter referred to as "Agency," and Ave Maria Development referred to as "Client,"

1. TERMS OF EMPLOYMENT/SCOPE OF SERVICES

Client hereby retains and appoints Agency to provide public relations services for the Ave Maria Stewardship Community District as directed by the Client, subject to the terms and conditions of this Agreement. Said services will commence upon acceptance of this agreement and generally include strategic communications, public relations, and marketing services.

2. COMPENSATION

The Agency's hourly fee schedule is as follows: \$275 per hour for partner professional services, \$220 for director professional services, \$175 for manager services, \$150 for specialist services, \$125 for coordinator services, and \$75 per hour for clerical assistant services. Services provided will be billed at the appropriate level, as deemed by the Agency. The fee shall be invoiced to the Client monthly, at the beginning of the month for the services provided in the prior month and is payable no later than 30 days after the invoice date. Hours will be tracked monthly to account for services provided.

3. COSTS AND EXPENSES

In addition to the service fees provided herein, Client agrees to reimburse Agency for approved out-of-pocket expenses incurred by the firm on behalf of the Client in discharging the obligations herein. Items may include but are not limited to print production costs, postage, list procurement, etc.

4. NOTICE OF TERMINATION

Either party may terminate this Agreement by giving the other party written notice thereof at least 30 days prior to the effective date of termination. All other rights and duties of the parties shall continue during the notice period, and Client shall be responsible to the Agency for the payment of any contract obligations.

5. DISPOSITION OF PROPERTY AND MATERIALS

Plans, outlines, written copy and all other property and materials that are produced by reasons of the terms of this Agreement shall be the property of the Client but not until payment has been made in full for that portion of the work. Upon termination of this Agreement, all such property and materials shall remain the property of Agency unless Client pays therefore in accordance with the terms of this Agreement even though Client or another party may have physical possession of such property.

6. ASSIGNMENT AND DELEGATION

Neither party may assign any rights or delegate any duties hereunder (except Agency's employees or independent consultants as it deems appropriate to discharge the obligation of this Agreement as long as Agency has control of the final work product) without the express prior written consent of the other.

7. INDEMNIFICATION

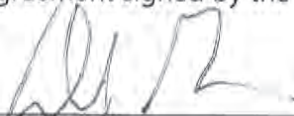
Client shall at all times indemnify and hold Agency harmless against and from all losses, liability, expense and other detriments of every nature and description to which Client may be subjected by reason of any act or act of omission of Agency, its subcontractors, consultants, agents, officers, directors and employees where such loss, liability, expense or other detriment arises from or in connection with the performance of the work including, but not limited to, personal injury (including death) and losses for damage to property of Client and/or others as long as Agency is properly acting within the scope and nature of its duty under the agreement.

8. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the state of Florida.

9. ENTIRE AGREEMENT

This writing contains the entire Agreement of the parties. No agent, employee or other representative of either party is empowered to alter any of the terms hereof except by written agreement signed by the parties.



BY: (Client)
David Genson
Ave Maria Development

9/23/2024

Date



BY: (Agency)
Jennifer Hamilton, Partner
Gravina, Smith, Matte & Arnold Marketing and Public Relations

9-24-2024

Date

To: Board of Supervisors
From: Allyson Holland, P.E., District Manager
Date: January 24, 2025
Board Meeting Date: February 4, 2025

SUBJECT

Consider approval of an Agreement between Ave Maria Stewardship Community District and Pelican Lawn & Landscaping for annual tree trimming throughout the District.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors approve the Agreement between Ave Maria Stewardship Community District and Pelican Lawn & Landscaping for annual tree trimming throughout the District.

GENERAL INFORMATION

The Ave Maria Stewardship Community District (District) hires a contractor annually to trim the palm trees and hardwood trees throughout the District. District staff requested quotes for tree trimming in accordance with the District's Rules of Procedure. Quotes were received from the following contractors:

Davey Tree: \$150,000
Johnson Tree Service & Stump Grinding: \$75,847
Stahlman England: \$150,191
Pelican Lawn & Landscape: \$67,717

For the past few years, the District has hired Davey Tree for tree trimming services. This year, District staff reached out to other contractors for competitive pricing. As shown above, Pelican Lawn & Landscape (Pelican) came in at the lowest price of \$67,717. The District budgeted \$160,000 for tree trimming this year; Pelican's quote is well within budget. Additionally, District staff conducted a reference check for Pelican by contacting previous clients provided by Pelican and asked detailed questions about their experience and work quality. All references were positive and District staff is confident Pelican can provide tree trimming services for the District.

PROCUREMENT REVIEW

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

DISTRICT ENGINEER REVIEW

Not applicable.

DISTRICT LEGAL COUNSEL REVIEW

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

FUNDING REVIEW

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

Attachments

**AGREEMENT FOR TREE TRIMMING SERVICES BETWEEN THE
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT AND
PELICAN LAWN & LANDSCAPING, INC.**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of February, 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 address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (“District”); and

PELICAN LAWN & LANDSCAPING, INC., a Florida corporation, with a mailing address of P. O. Box 305, Estero, Florida 33929 (“Contractor”, together with District “Parties”).

RECITALS

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

WHEREAS, the District has a need to retain an independent contractor to provide tree trimming services within the District, as set forth in **Exhibit A**, including, without limitation, all materials and labor (“Work”); and

WHEREAS, Contractor submitted the proposal attached hereto as **Exhibit A** and represents that it is qualified to serve as a tree trimming contractor and has agreed to perform the Work for the District; and

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

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:

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

SECTION 2. DUTIES. District agrees to use Contractor to provide the Work in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto.

A. Contractor shall provide tree trimming services, as described in **Exhibit A**. The Work shall include any effort specifically required by this Agreement and **Exhibit A** reasonably necessary to allow the District to receive the maximum benefit of all

of the Work and items described herein and demonstrated in **Exhibit A**, including but not limited to, the repair, construction, installation, and all materials reasonably necessary. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

- B.** Work shall commence upon execution of this Agreement and be completed within ninety (90) calendar days of execution of this Agreement, unless extended in writing by the District in its sole discretion or terminated earlier in accordance with Section 13 herein.
- C.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D.** Contractor shall perform all Work in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Work.
- E.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Work, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work.
- F.** Contractor shall report directly to the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- G.** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

- A.** The District shall pay Contractor Sixty-Seven Thousand Seven Hundred Seventeen Dollars and No Cents (\$67,717.00) for the Work as identified in **Exhibit A** attached hereto and incorporated herein by reference. Contractor shall invoice the District for the Work pursuant to the terms of this Agreement. The District shall provide payment within forty-five (45) days of receipt of invoices, or as otherwise provided for under the Local Government Prompt Payment Act, Sections 218.70 et seq.,

Florida. Statutes. Each invoice will include such supporting information as the District may reasonably require the Contractor to provide. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Work.

- B.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

- C.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Work, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Work. If any of the materials or Work are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowner's within the District.

SECTION 5. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
 - (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.

- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3) Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor 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.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 6. INDEMNIFICATION.

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, professional staff, 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. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, 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), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. 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. The District shall be solely responsible for enforcing its rights under this

Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, 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 Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 17. 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.

SECTION 18. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor 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 attorney, paralegal and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the Work's scope of services for the labor and materials to be provided under this Agreement.

SECTION 20. 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 Parties.

SECTION 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by 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 Contractor: Pelican Lawn & Landscaping, Inc.
P. O. Box 305
Estero, Florida 33929
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 Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the 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 in this Agreement.

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Collier County, Florida.

SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor 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 Contractor 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 Contractor 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 Contractor’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 Contractor, the Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410, PHONE (561) 630-4922, OR AHOLLAND@SDSINC.ORG.

SECTION 26. 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.

SECTION 27. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 28. COUNTERPARTS. 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.

SECTION 29. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its

obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 30. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor 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*.

SECTION 31. SCRUTINIZED COMPANIES STATEMENT. Contractor 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 on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor 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 this Agreement.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

Attest:

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Witness:

PELICAN LAWN & LANDSCAPING, INC., a Florida corporation

Signature of Witness

By: _____

Its: _____

Print Name

Exhibit A: Scope of Work

Exhibit A
Scope of Work



Proposal #3122

Palm & Hardwood Trimming

Date 1/22/2025
Contact Donny Diaz | 5080 Annunciation Circle, suite 101 | Ave Maria, FL 34142
Property Ave Maria Stewardship Community District | 5080 Annunciation Circle, suite 101 | Ave Maria, FL 34142
PO #

Scope of Work

Trimming of 1300 Sabals, 256 Queen and 195 Date palms (Canary, Medjool, Sylvester) - palms will be selectively pruned to remove dead, declining and dangerous fronds. Flowers and fruit will be removed to a maximum angle of 180 degrees.

Trimming of 1073 Hardwood trees in common area street sides and 3 lakes - Crown will be raised 16-18ft over streets and 12-14ft over lawn by selective removal/pruning of branches to elevate and shorten for vertical clearance.

Includes debris removal and disposal.

Trimming will take place on following streets - Ave Maria Blvd, Useppa Dr, Avila, Torino, Milano, Pope John Paul II, Colby, Seton, Owens Way, Iron Horse Way, Annunciation Cir, Anthem Pkwy and 3 lakes.

Palm & Hardwood Trimming

Items	Quantity	Unit	Price/Unit	Price
Palm trimming	1751.00	EA	\$16.00	\$28,016.00
Hardwood tree trimming	1073.00	EA	\$37.00	\$39,701.00
		Palm & Hardwood Trimming:		\$67,717.00
		PROJECT TOTAL:		\$67,717.00

To: Board of Supervisors
From: Allyson Holland, P.E., District Manager
Date: January 23, 2025
Board Meeting Date: February 4, 2025

SUBJECT

Consider approval of an Agreement between Ave Maria Stewardship Community District and McShea Contracting for re-striping the asphalt on portions of Ave Maria Boulevard and Pope John Paul II Boulevard.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors approve the Agreement between Ave Maria Stewardship Community District and McShea Contracting for re-striping the asphalt on portions of Ave Maria Boulevard and Pope John Paul II Boulevard.

GENERAL INFORMATION

The Ave Maria Stewardship Community District (District) budgeted for re-striping of asphalt pavement in the FY 2024-2025 budget for certain District roads that are in need of new striping. District staff recognized portions of Ave Maria Boulevard and Pope John Paul II Boulevard as the roadways that require re-striping as the striping is no longer visible or reflective. The proposed re-striping on Ave Maria Boulevard includes the portion of the boulevard from Oil Well Road to Anthem Parkway, but excludes the +/-1,200 LF portion of the boulevard adjacent to the Town Core which was restriped recently. The proposed re-striping on Pope John Paul II Boulevard includes the portion of the boulevard from Milano Street to Anthem Parkway.

Re-striping will enhance safety for vehicular traffic on these core roadways. Re-striping will be thermoplastic refurbishment opposed to paint to ensure the pavement markings last several years and provide reflectivity. District staff requested quotes for re-striping in accordance with the District's Rules of Procedure. Quotes were received from the following contractors:

McShea Contracting: \$101,814
Paramount Asphalt & Sealcoating: \$116,000
Atlantic Southern Paving and Sealcoating: \$197,453

McShea Contracting came in at the lowest price of \$101,814. The District budgeted \$250,000 for the striping and roadway markings line item this fiscal year, but note that this line item is intended to cover other items including roadway repairs. McShea Contracting is a reputable striping contractor who works locally in Collier and Lee Counties and has continuing service

contracts with local municipalities. Additionally, District staff conducted a reference check for McShea Contracting by contacting previous clients provided by McShea Contracting and asked detailed questions about their experience and work quality. All references were positive and District staff is confident McShea Contracting can provide re-striping services for the District.

PROCUREMENT REVIEW

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

DISTRICT ENGINEER REVIEW

Not applicable.

DISTRICT LEGAL COUNSEL REVIEW

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

FUNDING REVIEW

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

Attachments

AGREEMENT FOR ROADWAY RE-STRIPING BETWEEN THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT AND MCSHEA CONTRACTING, LLC

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of February, 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 address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (“District”); and

MCSHEA CONTRACTING, LLC, a Florida limited liability company, with a mailing address of 508 Owen Avenue North, Lehigh Acres, Florida 33971 (“Contractor”, together with District “Parties”).

RECITALS

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

WHEREAS, the District has a need to retain an independent contractor to provide re-striping services to roadway improvements within the District, as set forth in **Exhibit A**, including, without limitation, all materials and labor (“Work”); and

WHEREAS, Contractor submitted the proposal attached hereto as **Exhibit A** and represents that it is qualified to serve as a roadway re-striping contractor and has agreed to perform the Work for the District; and

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

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:

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

SECTION 2. DUTIES. District agrees to use Contractor to provide the Work in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto.

A. Contractor shall provide roadway re-striping services, as described in **Exhibit A**. The Work shall include any effort specifically required by this Agreement and **Exhibit A** reasonably necessary to allow the District to receive the maximum benefit of all of the Work and items described herein and demonstrated in **Exhibit**

- A, including but not limited to, the repair, construction, installation, and all materials reasonably necessary. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.
- B.** Work shall commence upon execution of this Agreement and be completed within one hundred and eighty (180) calendar days of execution of this Agreement, unless extended in writing by the District in its sole discretion or terminated earlier in accordance with Section 13 herein.
- C.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D.** Contractor shall perform all Work in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Work.
- E.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Work, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work.
- F.** Contractor shall report directly to the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- G.** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

- A.** The District shall pay Contractor One Hundred and One Thousand Eight Hundred Fourteen Dollars and No Cents (\$101,814.00) for the Work as identified in **Exhibit A** attached hereto and incorporated herein by reference. Contractor shall invoice the District for the Work pursuant to the terms of this Agreement. The District shall provide payment within forty-five (45) days of receipt of invoices. or as otherwise provided for under the Local Government Prompt Payment Act, Sections 218.70 et

seq., *Florida. Statutes*. Each invoice will include such supporting information as the District may reasonably require the Contractor to provide. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Work.

- B.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

- C.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Work, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Work. If any of the materials or Work are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowner's within the District.

SECTION 5. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
 - (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.

- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3) Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor 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.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 6. INDEMNIFICATION.

- A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, professional staff, 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. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, 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), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. 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. The District shall be solely responsible for enforcing its rights under this

Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, 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 Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 17. 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.

SECTION 18. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor 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 attorney, paralegal and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the Work's scope of services for the labor and materials to be provided under this Agreement.

SECTION 20. 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 Parties.

SECTION 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by 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 Contractor: McShea Contracting, LLC
508 Owen Avenue North
Lehigh Acres, Florida 33971
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 Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the 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 in this Agreement.

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Collier County, Florida.

SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor 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 Contractor 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 Contractor 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 Contractor’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 Contractor, the Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410, PHONE (561) 630-4922, OR AHOLLAND@SDSINC.ORG.

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SECTION 28. COUNTERPARTS. 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.

SECTION 29. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its

obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 30. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor 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*.

SECTION 31. SCRUTINIZED COMPANIES STATEMENT. Contractor 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 on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor 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 this Agreement.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

Attest:

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Witness:

MCSHEA CONTRACTING, LLC, a Florida limited liability company

Signature of Witness

By: _____

Print Name

Its: _____

Exhibit A: Scope of Work

Exhibit A Scope of Work



Date: 12/12/2024

Ave Maria Blvd Restripe Markings December 13, 2024

LOCATION: Collier County

LINE #	ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
--------	--------	------------------	----------	------	------------	-------

		Thermoplastic Refurbish Option Thermoplastic, Refurbish, White, Solid, 6" Thermoplastic, Refurbish, Yellow, Solid, 6" Thermoplastic, Refurbish, White, 10/30 Skip, 6" Thermoplastic, Refurbish, White, 2/4 Skip, 6" Thermoplastic, Refurbish, Yellow, 2/4 Skip, 6" Thermoplastic, Refurbish, Yellow, 6/10 Skip, 6" Thermoplastic, Refurbish, Yellow, 10/30 Skip, 6" Thermoplastic, Refurbish, White, Solid, 12" Thermoplastic, Refurbish, White, Solid, 16" Thermoplastic, Refurbish, Yellow, Solid, 16" Thermoplastic, Refurbish, White, Solid, 24" Thermoplastic, Refurbish, White, Solid, Left Turn Arrow Thermoplastic, Refurbish, White, Solid, Right Turn Arrow Thermoplastic, Refurbish, White, Solid, Message, Stop Thermoplastic, Preformed, White, Solid, Message, Golf Cart Sharrow Sharrow Removal Thermoplastic, Refurbish, Parallel Parking Space Paint, Std, Yellow, Solid, 6", Reflective Cub	1 LS		\$ 97,209.00	\$ 97,209.00
--	--	---	------	--	--------------	--------------

TOTAL \$ 97,209.00

NOTES

- A) ALL NOTES ARE REQUIRED TO BE INCLUDED IN ANY SUBCONTRACT MCSHEA AGREES UPON. SUCH NOTES WILL TAKE PRECEDENCE OVER CONFLICTING LANGUAGE IN THE SUBCONTRACT AND PLEASE NOTE PROPOSAL IS VALID FOR 90 DAYS FROM DATE LISTED ABOVE.
- B) MCSHEA WILL REQUIRE ALL SPRINKLERS TO BE SHUT OFF 24 HOURS IN ADVANCE OF WORK OPERATIONS TO BEGIN.
- C) QUOTE INCLUDES 6 CREW SHIFTS/DAYS TO INSTALL ONE APPLICATION OF PAINTED MARKINGS FOR PAINT OPTION. ANY ADDITIONAL SHIFTS REQUIRED FOR REASONS OUT OF MCSHEA'S CONTROL PLEASE ADD \$2590.00 PER DAY TO THE ABOVE QUOTED PRICE.
- D) QUOTE INCLUDES 6 CREW SHIFTS/DAYS TO INSTALL ONE APPLICATION OF THERMOPLASTIC MARKINGS FOR THERMO OPTION. ANY ADDITIONAL SHIFTS REQUIRED FOR REASONS OUT OF MCSHEA'S CONTROL PLEASE ADD \$3750.00 PER DAY TO THE ABOVE QUOTED PRICE.
- E) QUOTE IS TO REFURBISH PAVEMENT MARKINGS ON AVE MARIA BLVD EXCLUDING APPROXIMATELY 1200' OF ROADWAY IN FRONT OF THE CHURCH AT 4811 AVE MARIA BLVD.

SINCERELY,
MCSHEA CONTRACTING


Steve Maitland

Page 1 of 1

Phone: 239 368-5200 • Fax: 239 368-7095
508 Owen Ave. North • Lehigh Acres, FL 33971
An Equal Opportunity Employer.



Date: 01/20/2025

Ave Maria Blvd
Restripe - Additional Items
January 20, 2025

LOCATION: Collier

LINE #	ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
		PAVEMENT MARKINGS				
		RPMS	1	LS	\$4,605.00	\$ 4,605.00
		Thermoplastic, Std, White, Solid, 6"	54	EA		
		Thermoplastic, Std, Yellow, Solid, 6"	175	LF		
		Thermoplastic, Std, Yellow, 10/30 Skip, 6"	126	LF		
		Thermoplastic, Std, White, Solid, 12'	438	LF		
		Thermoplastic, Std, White, Solid, Turn Arrow	429	LF		
		Thermoplastic, Std, White, Solid, Thru Arrow	3	EA		
		Thermoplastic, Std, White, Solid, Combo Arrow	3	EA		
		Yellow Island Nose Paint	3	EA		
			142	SF		
TOTAL \$						4,605.00

SINCERELY,
 MCSHEA CONTRACTING

CHRIS SHEA

To: Board of Supervisors
From: Allyson Holland, P.E., District Manager
Date: January 28, 2025
Board Meeting Date: February 4, 2025

SUBJECT

Consider Authorization for the District Manager to Execute a Letter of No Objection to Collier County for an Expansion of the Ave Maria Stewardship Receiving Area Boundary.

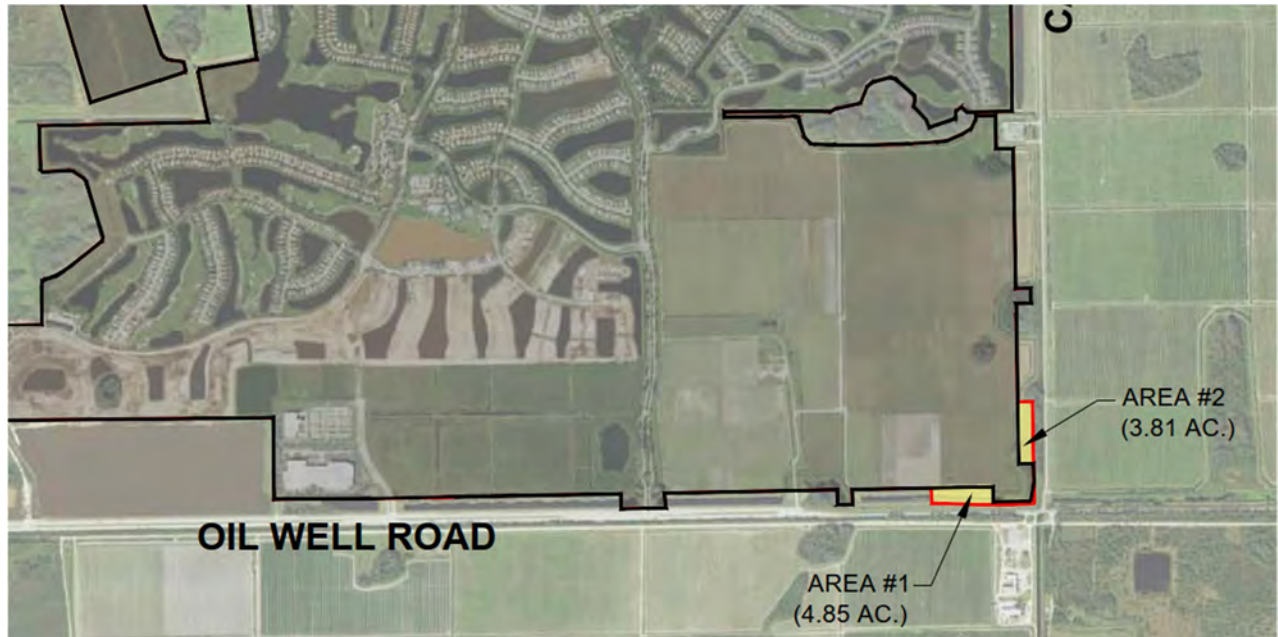
STAFF RECOMMENDATION

Staff recommends the Board of Supervisors Authorize the District Manager to Execute a Letter of No Objection to Collier County for an Expansion of the Ave Maria Stewardship Receiving Area Boundary.

GENERAL INFORMATION

At the November 12, 2024 Regular Board meeting, Mr. Genson discussed the large-scale amendment to the Growth Management Plan (GMP). The GMP amendment includes removing the maximum size for towns (currently 6,000 ac). The amendment also clarifies that the definition for goods & services also include manufacturing and employment centers (not just retail and services). Note that the large-scale amendment is for towns in general, not Ave Maria specifically. The Collier County Board of County Commissioners (BOCC) recommended approval of the large-scale amendment to the GMP, and it was reviewed and approved by the State. The large-scale amendment to the GMP will go before the BOCC for adoption on February 11, 2025.

As Mr. Genson mentioned at the November 12, 2024 meeting, Ave Maria Development (AMD) is seeking to increase the Ave Maria Stewardship Receiving Area (SRA) by approximately 2,000 acres once the large-scale GMP amendment is approved. This item brought before the Board is the SRA Amendment (SRAA) that Peninsula Engineering is preparing to expand the Town boundary by 2,042-acres. The expansion area includes a 4.85-acre portion of the Ave Maria Stewardship Community District (District) property adjacent to Oil Road (Area #1 in the map on the following page). The map showing the entire SRA expansion is included as an attachment to this agenda memorandum.



Because the District owns property within the SRAA expansion area, Peninsula Engineering has requested a Letter of No Objection (LONO) from the District in accordance with the SRAA submittal to Collier County for the District's 4.85-acre portion of the expansion. Although the design is still preliminary, early design concepts for the Sod Farm area north of the Canal considered re-routing the canal internal to the Sod Farm area to be a design feature. The proposed addition to the SRA Boundary will facilitate the canal to be re-routed which would allow development to extend closer to Oil Well Road. District staff has reviewed the SRAA and has no objections to the SRA expansion as it pertains to the District's special purpose and relocation of District infrastructure. A copy of the LONO is attached hereto and staff recommends the Board authorize the District Manager to sign the letter.

PROCUREMENT REVIEW

Not applicable

DISTRICT ENGINEER REVIEW

District Engineer has reviewed and approved the Letter of No Objection.

DISTRICT LEGAL COUNSEL REVIEW

District Legal Counsel has reviewed and approved the Letter of No Objection.

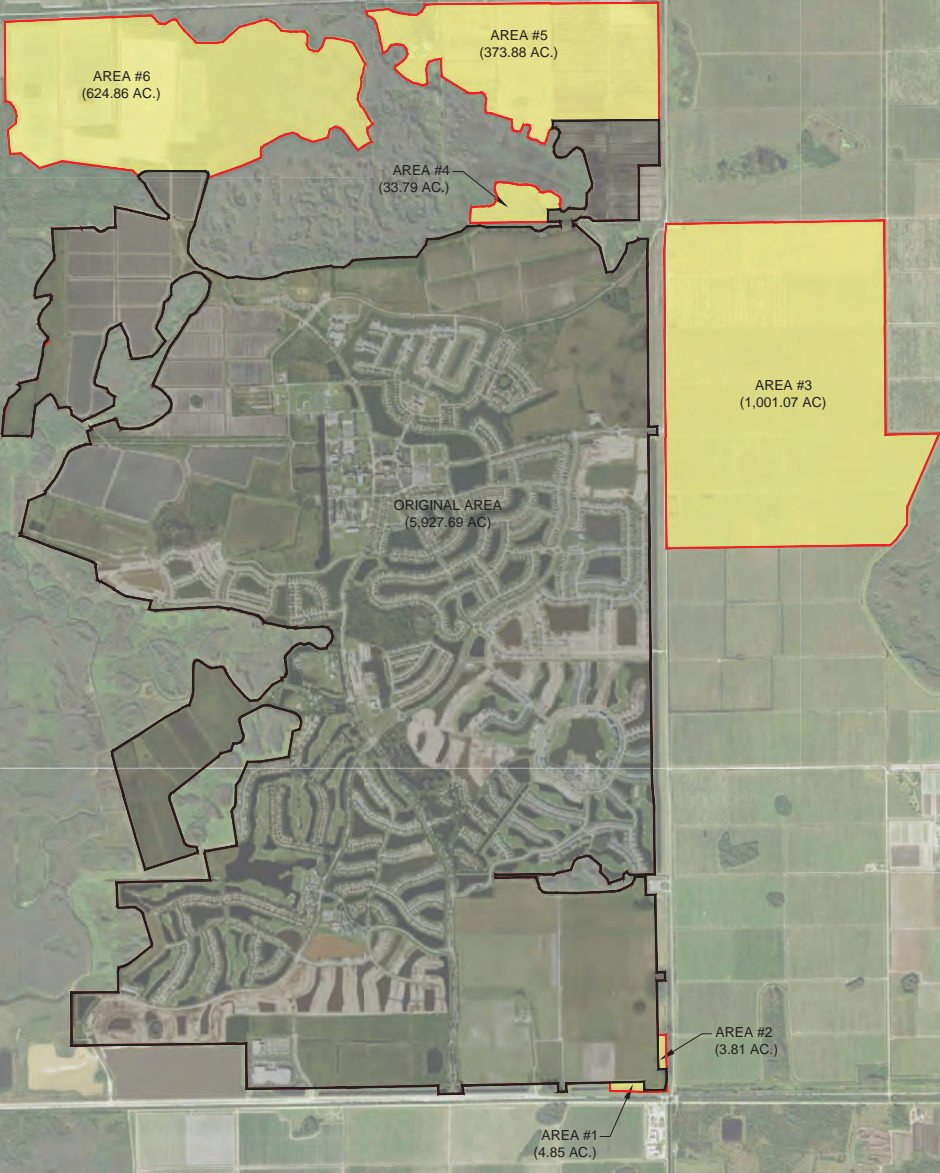
FUNDING REVIEW

Not applicable.

Attachments

AREAS	
DESCRIPTION	AREA (AC)
ORIGINAL AREA	5,927.69
AREA #1	4.85
AREA #2	3.81
AREA #3	1,001.07
AREA #4	33.79
AREA #5	373.88
AREA #6	624.86
TOTAL	7,969.95

SR: \\s:\workspaces\012136 AMT - Issued By: J. Light II - Plot Date: 12/27/2025 11:33:10 AM - Plotted By: Jason Light II - Drawing: 101 PA Active Projects P.A.D. 058.001 - 2024_AerialMap_SRAUDrawing - File Path: AA\058-001\2024\





Stewardship Community District

January 28, 2025

Mr. Christopher O. Scott, AICP
Peninsula Engineering
2600 Golden Gate Parkway
Naples, FL 34105

Subject: Ave Maria SRA Amendment
Ave Maria Stewardship Community District (AMSCD)
Letter of No Objection from AMSCD

Dear Mr. Scott:

On behalf of the Ave Maria Stewardship Community District (AMSCD), please accept this letter confirming that the AMSCD has reviewed the proposed amendment to the Town of Ave Maria SRA and has no objections to the proposed SRA expansion to include the portion of AMSCD-owned property (Expansion Map Area 1, 4.85-acres, Parcel ID 00226240408). If you have any questions, please do not hesitate to contact me.

Respectfully,

Ave Maria Stewardship Community District

Allyson M. Holland, P.E.
District Manager
aholland@sdsinc.com

To: Board of Supervisors
From: Allyson Holland, P.E., District Manager
Date: January 30, 2025
Board Meeting Date: February 4, 2025

SUBJECT

Consider approval of a Pathway Easement from Ave Maria Master Association to Ave Maria Stewardship Community for Anthem Parkway Phase 5A Pathway.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors approve a Pathway Easement from Ave Maria Master Association to Ave Maria Stewardship Community for Anthem Parkway Phase 5A Pathway.

GENERAL INFORMATION

The Anthem Parkway Phase 5A plans include replacing the existing 8-ft wide concrete sidewalk with a 12-ft wide asphalt multi-use pathway along the existing roadway. The 12-ft wide asphalt multi-use pathway will continue along the new section of the roadway, similar to the rest of Anthem Parkway from Pope John Paul II Blvd to Ave Maria Blvd. The District’s right-of-way ends at the back of existing sidewalk. Therefore, the construction plans show the extra width of the new pathway extending toward the roadway. After construction began, it was determined that the existing Oak trees along Anthem Parkway may need to be removed to accommodate for the new 12-ft pathway, as shown in the approved plans.



In an effort to save the Oak trees, District staff suggested constructing the extra width of the new pathway toward the North Park property, which would result in a portion of the sidewalk being constructed on Master Association property. Peninsula Engineering discussed with the proposed pathway revision with the Master Association and they agreed to give the District an easement for the portion of the multi-use pathway to be located on their property. Additionally, the proposed pathway easement lies within a Public Utility Easement (PUE) which is very

common for sidewalks and multi-use paths as this area is not a developable or buildable area. The sidewalk or pathway actually protects the underground utilities. The drawing depicting the pathway shift is included following this memorandum. Staff recommends the Board approve the Pathway Easement in an effort to save the existing Oak trees along Anthem Parkway.

PROCUREMENT REVIEW

Not applicable.

DISTRICT ENGINEER REVIEW

District Engineer has reviewed and approved the Easement Agreement.

DISTRICT LEGAL COUNSEL REVIEW

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

FUNDING REVIEW

Not applicable.

Attachments

This instrument was prepared by and after recording return to:

Matthew L. Grabinski, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
(239) 435-3535

(space above this line for recording data)

PATHWAY EASEMENT

THIS PATHWAY EASEMENT (this “**Easement**”) is made and executed this ____ day of _____, 2025 by and between AVE MARIA MASTER ASSOCIATION, INC, a Florida not-for-profit corporation (“Grantor”) and AVE MARIA STEWARDSHIP COMMUNITY DISTRICT, a local unit of special purpose government established pursuant to Chapter 2004-461, Laws of Florida, located in Collier County, FL, its successors and assigns (the “Grantee”).

RECITALS

WHEREAS, Grantor desires to grant to Grantee, a pathway easement over and across that portion of Grantor’s Property, as further described in Exhibit “A” attached hereto and incorporated herein by reference (the “Easement Area”).

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, Grantor provides as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Grant of Easement. Grantor hereby gives, grants and conveys unto Grantee a perpetual, non-exclusive easement over, across and through the Easement Area, for the purpose of construction, maintenance, repair and/or replacement of a public path within the Easement Area (the “Path Improvements”). This Easement does not limit the construction of the Path Improvements to a particular type, style, material or design.
3. Maintenance. Grantee shall be responsible for any and all costs associated with the maintenance, repair and/or replacement of the Path Improvements. During the conduct of any construction or maintenance activities associated with the Path Improvements, Grantee shall use reasonable care in performing its work to minimize any interruption or disturbance to any adjacent property of Grantor.
4. Running of Benefits and Burdens. The obligations created hereunder shall burden the Easement Area and shall be binding upon any and all subsequent owners thereof.
5. Limitation of Liability. Grantor acknowledges and agrees that nothing contained in this Easement shall constitute or be construed as a waiver of the Grantee’s limitations on liability set forth in Section 768.28, Florida Statutes, or other law.
6. Miscellaneous. This Easement shall be construed in accordance with Florida law (exclusive of choice of law rules) and shall not be amended, modified or terminated unless in writing executed by both

parties and recorded in the Public Records of Collier County, Florida. Venue for any action arising hereunder shall lie exclusively in Collier County, Florida.

IN WITNESSES WHEREOF, Grantor hereby executes this Easement as of the date first written above.

GRANTOR:

Signed in the presence of these witnesses:

AVE MARIA MASTER ASSOCIATION, INC.,
a Florida not-for-profit corporation

Witness: _____
Print Name: _____
Address: _____

By: _____
David Genson, President

Witness: _____
Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me ___ in person or ___ by online notary on this ___ day of _____, 2025, by David Genson, as President of Ave Maria Master Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

[SEAL]

Notary Public
Print Name: _____
My Commission Expires: _____

GRANTEE:

AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT,
a local unit of special purpose government
established pursuant to Chapter 2004-461, Laws of
Florida, located in Collier County, FL

Witness #1

Printed Name of Witness #1
Address: _____

By: _____
_____, as _____

Witness #2

Printed Name of Witness #2
Address: _____

ATTESTATION OF DISTRICT MANAGER:

By: _____
_____, District Manager

STATE OF FLORIDA

COUNTY OF _____

The foregoing was acknowledged before me this ____ day of _____, 2025, by _____, as Chair of a local unit of special purpose government established pursuant to Chapter 2004-461, Laws of Florida, located in Collier County, FL, who is signing on behalf of the District and () who is personally known to me or () who produced a driver's license as identification.

(Notary Seal)

Notary Public
Printed Name: _____
My Commission Expires: _____

EXHIBIT "A"
(Legal and sketch of Easement Area)

LEGAL DESCRIPTION

OF PART OF TRACT "C", AVE MARIA PHASE THREE, PLAT BOOK 48, PAGES 20-21,
COLLIER COUNTY, FLORIDA.
(PROPOSED PATHWAY EASEMENT)

COMMENCING AT THE WEST MOST CORNER OF TRACT "R-2", OF THE PLAT OF ANTHEM PARKWAY – PHASE 5A, AS RECORDED IN PLAT BOOK 74, PAGES 77 THROUGH 83 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;

THENCE ALONG THE NORTHWEST LINE OF TRACT "R", ANTHEM PARKWAY, OF THE PLAT OF AVE MARIA PHASE THREE, AS RECORDED IN PLAT BOOK 48, PAGES 20 THROUGH 21 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA 211.46 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 1,016.00 FEET THROUGH CENTRAL ANGLE OF 11°55'29" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 48°00'31" WEST 211.07 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE ALONG SAID NORTHWEST LINE FOR THE FOLLOWING THREE (3) DESCRIBED COURSES:

1. 95.69 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 1,016.00 FEET THROUGH CENTRAL ANGLE OF 05°23'46" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 39°20'53" WEST 95.65 FEET;
2. SOUTH 36°39'00" WEST 246.62 FEET
3. 16.09 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 36°52'12" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 55°05'06" WEST 15.81 FEET;

THENCE LEAVING SAID NORTHWEST LINE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 36°39'00" EAST, A DISTANCE OF 258.09 FEET;

THENCE NORTH 58°47'53" EAST 10.66 FEET;

THENCE 11.10 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 1,017.00 FEET THROUGH A CENTRAL ANGLE OF 00°37'32" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 37°19'13" EAST 11.10 FEET;

THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 26°55'52" EAST, A DISTANCE OF 20.47 FEET;

THENCE 41.82 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 1,021.00 FEET THROUGH A CENTRAL ANGLE OF 02°20'48" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 39°56'07" EAST 41.82 FEET;

THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 58°16'48" EAST, A DISTANCE OF 17.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.04 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS ARE BASED ON THE NORTHWEST LINE OF SAID TRACT "R" BEING SOUTH 36°39'00" WEST.



LANCE T MILLER, P.S.M. #LS5627

CERTIFICATE OF AUTHORIZATION #LB-8479

REFERENCE: S:\Ave-Maria-AMAR\Anthem-Parkway\PHASE-5\SKETCH\SE-001\5-AMAR-AP5A-SE-001-SK-01.dwg

January 8th, 2025

DATE OF SURVEY

PENINSULA ENGINEERING
 2600 GOLDEN GATE PARKWAY
 NAPLES, FLORIDA 34105
 PHONE: 239.403.6700 FAX: 239.261.1797
 EMAIL: INFO@PEN-ENG.COM
 WEBSITE: WWW.PEN-ENG.COM

- CERTIFICATE OF AUTHORIZATION #LB-8479
- NOT VALID WITHOUT THE SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- NO OTHER PERSON OR ENTITY MAY RELY UPON THIS EXHIBIT.
- THIS EXHIBIT IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

LEGEND:
 B.O.B. = BASIS OF BEARING
 OR=O.R.=OFFICIAL RECORDS
 PB=P.B.=PLAT BOOK
 PG=PG.=PAGE
 P.O.C. = POINT OF COMMENCEMENT
 P.O.B.=POINT OF BEGINNING
 P.U.E. = PUBLIC UTILITY EASEMENT
 R.O.W. = RIGHT-OF-WAY

GENERAL NOTES:
 • BEARINGS ARE BASED ON THE NORTHWEST R.O.W. LINE OF TRACT "R" AVE MARIA PHASE THREE BEING SOUTH 36°39'00" WEST.
 • THIS SKETCH MAY HAVE BEEN REDUCED
 • SEE ATTACHMENT FOR FULL LEGAL DESCRIPTION.

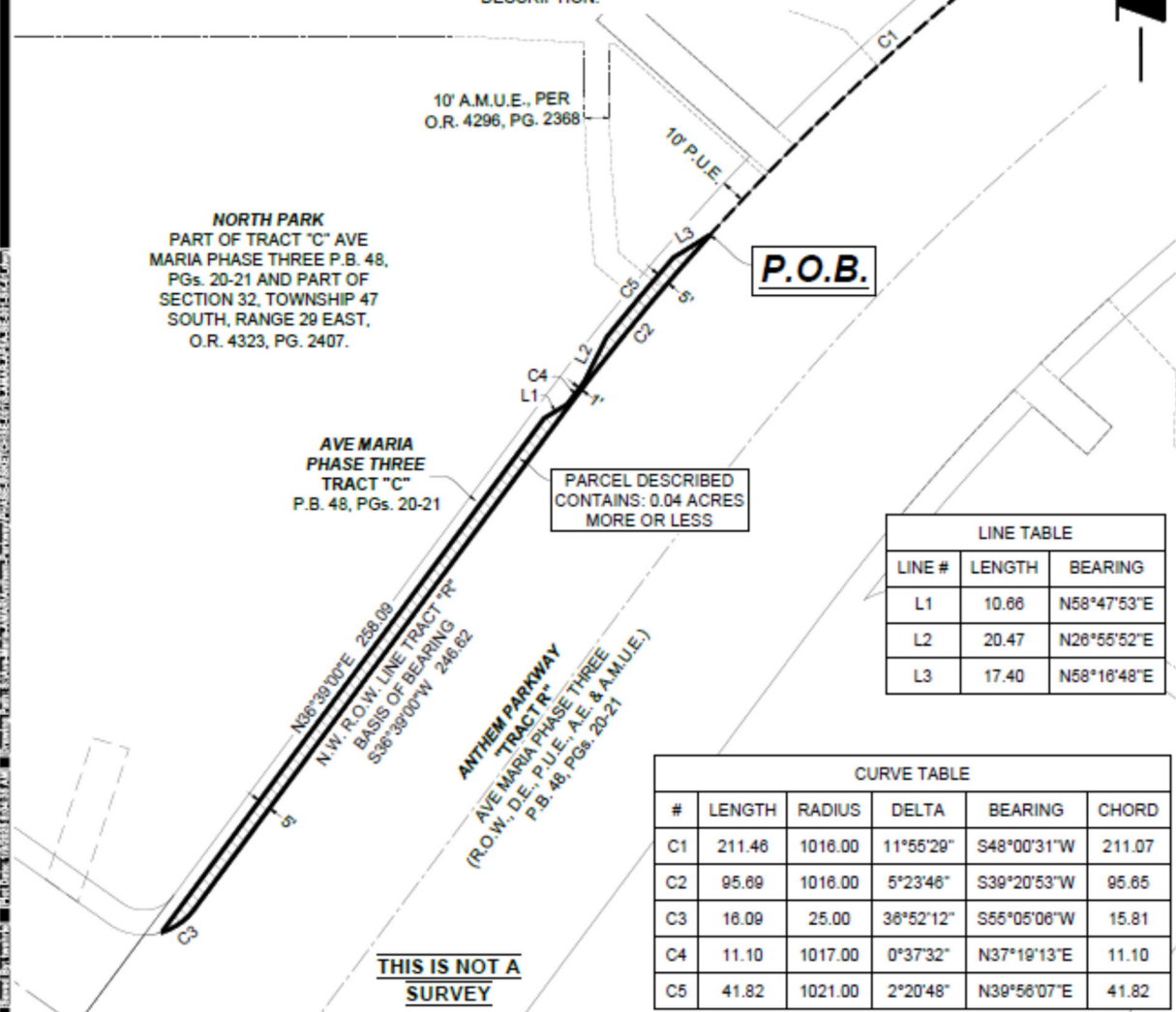
0 60 120



SCALE IN FEET

P.O.C.
 W. MOST CORNER
 TRACT "R-2", ANTHEM
 PARKWAY - PHASE 5A,
 P.B. 74, PGS. 77-83

SCALE: 1" = 60'



LINE TABLE		
LINE #	LENGTH	BEARING
L1	10.66	N58°47'53"E
L2	20.47	N26°55'52"E
L3	17.40	N58°16'48"E

CURVE TABLE					
#	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	211.46	1016.00	11°55'29"	S48°00'31"W	211.07
C2	95.69	1016.00	5°23'46"	S39°20'53"W	95.65
C3	16.09	25.00	36°52'12"	S55°05'06"W	15.81
C4	11.10	1017.00	0°37'32"	N37°19'13"E	11.10
C5	41.82	1021.00	2°20'48"	N39°56'07"E	41.82

	APPROVED: LANCE T. MILLER, P.S.M., #55627	CLIENT: PENINSULA ENGINEERING TITLE: SKETCH OF DESCRIPTION OF PART OF TRACT "C", AVE MARIA PHASE THREE, P.B. 48, PGS. 20-21, COLLIER COUNTY, FLORIDA.	Date: JANUARY 5TH, 2025 Horizontal Scale: Fieldbook/Page: Fieldwork by: Drawn by: TFW
		PROJECT NO.: P-AMD-037	DRAWING NO.: S-AMAR-AP5A-SE-001-SK-01.dwg SHEET: 1 OF 1

To: Board of Supervisors
From: Allyson Holland, P.E., District Manager
Date: January 31, 2025
Board Meeting Date: February 4, 2025

SUBJECT

Change Order #5 to Earth Tech Enterprises, Inc. for improvements in conjunction with the Anthem Parkway Phase 5A project.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors discuss Change Order #5 for improvements in conjunction with the Anthem Parkway Phase 5A project, if received in time for the Board meeting, and consider approval.

GENERAL INFORMATION

In November 2023, the Ave Maria Stewardship Community District (District) contracted Earth Tech Enterprises, Inc. (Earth Tech) for construction services in conjunction with the Anthem Parkway Phase 5A earthwork, utility, and roadway project for an original contract price of \$7,360,163.74. The following four (4) change orders (CO) have been approved summarized below:

1. CO #1: February 2024 in the amount of \$258,303.58 for survey, bond premium, insurance, and administration fee, bringing the total contract price to \$7,618,467.32.
2. CO #2: February 2024 in the amount of (-) \$32,560.00, an earthwork deduct to remove import fill for Wetland #2, reducing the total contract price to \$7,585,907.32.
3. CO #3: June 2024, in the amount of \$371,231.42 for additional required project infrastructure by subcontractor Jensen Underground for underground utility construction, bringing the total contract price to \$7,957,138.74.
4. CO #4: September 2024 in the amount of \$193,119.47 to cover the cost increase for import fill and additional bond premium, bringing the total contract cost to \$8,150,258.21.

The scope of work for Anthem Parkway Phase 5A has always included Irrigation Pump Station #4, which includes the lined irrigation lake, irrigation pumps/equipment, and irrigation pump house, but the design was not complete when the project was originally bid. The engineer has been working diligently on the design of this critical infrastructure. The plans were sent to Earth Tech for pricing on the additional scope of work. If the pricing is received in time to bring before the Board of Supervisors on February 4, 2025, the District Manager will print additional documentation for review and consideration for approval. The lead time on some of the equipment for the Irrigation Pump Station is nearly one-year. Therefore, it is critical to have a contract in place so the equipment can be ordered.

DISTRICT ENGINEER REVIEW

District Engineer will review change order #5 if received prior to the Board meeting.

DISTRICT LEGAL COUNSEL REVIEW

District Legal Counsel will review change order #5 if received prior to the Board meeting.

FUNDING REVIEW

Funding source is 2023 bonds and may include developer funding that will be reimbursed through future 2025 bond issuance.

**Ave Maria Stewardship Community District
Expenditures
October through December 2024**

	<u>Oct - Dec 24</u>	<u>24/25 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Expenditures				
01-1130 · Payroll Tax Expense	153.00	734.00	-581.00	20.85%
01-1131 · Supervisor Fees	2,000.00	9,600.00	-7,600.00	20.83%
01-1310 · Engineering	25,349.35	90,000.00	-64,650.65	28.17%
01-1311 · Management Fees	17,499.99	70,000.00	-52,500.01	25.0%
01-1313 · Website Management	624.99	2,500.00	-1,875.01	25.0%
01-1314 · District Manager - on site	69,999.99	280,000.00	-210,000.01	25.0%
01-1315 · Legal Fees	15,315.05	100,000.00	-84,684.95	15.32%
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	1,407.62	10,000.00	-8,592.38	14.08%
01-1450 · Insurance	101,655.00	120,000.00	-18,345.00	84.71%
01-1480 · Legal Advertisements	1,922.96	8,000.00	-6,077.04	24.04%
01-1512 · Miscellaneous	858.00	10,000.00	-9,142.00	8.58%
01-1513 · Postage and Delivery	935.84	3,000.00	-2,064.16	31.2%
01-1514 · Office Supplies	932.95	3,500.00	-2,567.05	26.66%
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	5,850.00	0.00	5,850.00	100.0%
01-1808 · Irrigation Repair	39,930.25	205,000.00	-165,069.75	19.48%
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	36,746.29	75,000.00	-38,253.71	49.0%
01-1816 · Electric-Streetlights,Landscape	34,960.73	150,000.00	-115,039.27	23.31%
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
Expenditures
October through December 2024

	<u>Oct - Dec 24</u>	<u>24/25 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
01-1820 · Maint Sidewalk/Curb Repairs	16,097.00	200,000.00	-183,903.00	8.05%
01-1830 · Maintenance Contracts	190,405.50	729,793.00	-539,387.50	26.09%
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%
01-1839 · Entry Feature/Near Well Water	2,615.01	5,500.00	-2,884.99	47.55%
01-1841 · Maintenance Irrigation Water	25,830.98	93,713.00	-67,882.02	27.56%
01-1842 · Maint Fountain/Repair	2,260.33	50,000.00	-47,739.67	4.52%
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	32,331.12	81,113.00	-48,781.88	39.86%
01-1848 · Maintenance Aerators	0.00	2,100.00	-2,100.00	0.0%
01-1850 · Maint-Preserve Maintenance	19,093.00	64,890.00	-45,797.00	29.42%
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	1,699.77	35,000.00	-33,300.23	4.86%
01-1859 · Maint-Administrative Supplies	700.00	0.00	700.00	100.0%
01-1863 · Maint Base Management Fee	5,760.00	23,000.00	-17,240.00	25.04%
01-1867 · Asset Management & Software	40,176.39	139,000.00	-98,823.61	28.9%
01-1869 · Operations Team Salaries	110,000.01	462,000.00	-351,999.99	23.81%
01-1871 · Verizon - Internet	526.08	0.00	526.08	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	908,624.11	4,773,043.00	-3,864,418.89	19.04%