

# AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

# **COLLIER COUNTY**

REGULAR BOARD MEETING MAY 6, 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

561.630.4922 Telephone 877.SDS.4922 Toll Free 561.630.4923 Facsimile

# AGENDA AVE MARIA STEWARDSHIP COMMUNITY DISTRICT REGULAR BOARD MEETING

May 6, 2025 4:00 p.m.

### Ave Maria Master Association 5080 Annunciation Circle, Suite 101 Ave Maria, Florida 34142

TO JOIN VIA ZOOM: <a href="https://us02web.zoom.us/j/84779450200">https://us02web.zoom.us/j/84779450200</a>
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

Subcategory
Miscellaneous Notices

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT NOTICE OF REGULAR BOARD MEETING

The Board of Supervisors (the Board) of the Ave Maria Stewardship Community District (the District) will hold a Regular Board Meeting (Meeting) at 4:00 p.m. on May 6, 2025, in the Ave Maria Master Association located at 5080 Annunciation Circle, Suite 101, Ave Maria, Florida 34142. The Meeting will also be available for viewing utilizing communications media technology (Virtual Attendance) through the following login information, however public comment will only be available to those participating in person. The Zoom link below will allow for up to 1,000 individuals to view the meeting and all requests for public comment participation via Zoom must submitted by 5 p.m. May 5, 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 to 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.

Meetings may be cancelled from time to time without advertised notice.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

www.avemariastewardshipcd.org

4/28/25 11249631

#### AVE MARIA STEWARDSHIP COMMUNITY DISTRICT REGULAR BOARD MEETING APRIL 1, 2025

#### A. Call to Order

The April 1, 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, Florida 34142. The meeting was also available via the Zoom information indicated above.

#### B. Pledge of Allegiance

#### C. Invocation

A moment of silence was observed.

#### 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 March 24, 2025, 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	Absent
Seat No. 4: Chairman	Jay Roth	Present
Seat No. 5: Vice Chairman	Tom DiFlorio	Present

#### District Staff in attendance were:

District Manager	Allyson Holland	Special District Services, Inc.	
District Manager	Todd Wodraska (via Zoom)	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, Commissioner McDaniel, Jenna Buzzaco-Foerster, and approximately 30 members of the public. There were also approximately 4 people present via Zoom.

#### F. Additions or Deletions to Agenda

Ms. Holland noted the following changes to the agenda:

Item J.1. The Lease Agreement has a formatting issue and includes Paragraph 29 at the end of the lease that should be deleted and the signature section for the tenant needs reformatting. Both of these changes are on Page 8 of the Lease Agreement (Page 53 of meeting book). A corrected copy was provided at the meeting for each Supervisor and the signature copy of the Lease Agreement was corrected. The amended Lease Agreement is attached hereto and made a part hereof.

Item J.2.I The word "conveyances" should not be included in the agenda title of this item. The title will be modified in the minutes to state "Authorizing Chair, Vice Chair and District Staff to Take Action Regarding Plats and Permits." The resolution is correct and no changes are proposed.

Item J.4. The agenda should be revised to state Discussion Regarding Reserve Funding Update. The title of this item will be modified in the minutes.

A **motion** was made by Mr. Casalanguida, seconded by Mr. DiFlorio and passed unanimously approving the agenda, as amended.

#### G. Comments from the Public

Michael Mazanowski commented on Item J.3. He stated that he was the owner of Maz Services and it is a small company now, but they were growing. He would like the opportunity to work for the District.

Zig Mazanowski commented on Item J.3. He stated that he would like the District to use Maz Services for the three landscape enhancement projects and that Maz Services had bid these jobs. He further explained that he started Mainscape many years ago and had been in the landscaping business for over 50 years. Mr. Mazanowski wants everything to live, grow and thrive. His business philosophy is safety first, he wants customers to win, and he wants a chance to prove himself. He pointed out to the Board that the bid associated with the Town Core improvements only included improvements to half of the beds.

Cindy Schang commented in support of Item J.6. Ms. Schang stated that she was on the Avalon Board and they had been waiting two years for the sign. She stated that the proposed sign location was central and that it will not block traffic. She further indicated that the poodle-shaped trees in the median blocked traffic.

#### H. Approval of Minutes

#### 1. March 4, 2025, Regular Board Meeting

The minutes of March 4, 2025, Regular Board Meeting were presented for consideration.

A **motion** was made by Mr. DiFlorio, seconded by Ms. Robertson and passed unanimously approving the minutes of the March 4, 2025, Regular Board Meeting, as presented.

#### I. Old Business

#### 1. AMSCD Projects Update

Ms. Holland apologized for the orientation of the projects update in the meeting book and assured the Board that it would be corrected for the next meeting. Ms. Holland gave a brief update on District projects in accordance with the updated projects list.

#### 2. Goals and Objectives Update

Ms. Holland provided an update on the current Goals and Objectives.

# 3. Consider Approval of Letter Agreement Requesting Land Swap between the District and Ave Maria Development, LLLP

Ms. Holland initially presented this item recognizing that staff presented the Land Swap between the District and Ave Maria Development (AMD) at the March 4, 2025, Board Meeting. The Board unanimously agreed to table the land swap and bring it back for consideration at today's meeting where a representative from AMD would be present to answer questions. She noted that a few additional documents in support of the land swap had been added to the meeting book. She introduced Mr. David Genson, present via Zoom, to answer questions.

Mr. Genson explained that the portion of the District's parcel included in the land swap was a remnant of a parcel that was deeded to the District for the entry feature improvements. At the time it was deeded, the entry feature was not designed so the size/shape of the parcel was speculative. Mr. Genson explained that the District would have access to the entry feature and the Oil Well Road berm and that this was a clean-up item. Mr. Casalanguida noted that the maps that accompany this item were prepared by the District Engineer and this land was always planned to be conveyed to the District. Ms. Willson added that no District funds would be paid for the value of the land acquisition and the contribution credit records would be updated accordingly pursuant to the Contribution Agreement upon completion of the land swap. Mr. Roth asked how the District was addressing the additional maintenance of the lake. Ms. Willson responded that this was governed by the Real Property Agreement and that this property was always contemplated to be maintained by the District. Mr. Genson added that the O&M assessment was based on the buildout budget and this property was included in the buildout budget. Ms. Holland added that although Mr. Klucik was not present tonight, she believed his concern was that the District was giving away valuable land that could be used for a District building. She further noted that she believed Mr. Klucik realized that the 0.4-acre parcel was not feasible for constructing a building for the District, but it was the principle at hand. Ms. Holland also stated that today's agenda included a discussion on Facility and Staff Planning to address Mr. Klucik's concerns regarding a District building.

A **motion** was made by Mr. Casalanguida, seconded by Ms. Robertson and passed unanimously approving the Letter Agreement Requesting Land Swap between the District and Ave Maria Development, LLLP.

#### 4. Avalon Park Monument Sign Update

Ms. Holland presented this item. She initially informed the Board at the March 4, 2025, Regular Board Meeting that Pulte was interested in installing a monument sign for the Avalon Park community within the District right-of-way on Seton Street. District staff met Pulte onsite to determine the best location, size and orientation for the monument sign. Although the Avalon Park community has several ingress/egress locations, Pulte desires to move forward with the Seton Street location, inside the median, northeast of Battle Creek Way. Pulte has agreed to decrease the size of the proposed monument sign from 9'W x 5'H to 7'W x 4'H. The proposed sign would be orientated so the width of the sign was facing Battle Creek Way, located 35 feet inside the bullnose curb of the median.

Staff informed Pulte of the line-of-sight concerns at the Seton Street/Battle Creek Way intersection, specifically the view from the southeast side of Battle Creek Way looking at the intersection. The hedges in the raised median make it challenging to see oncoming traffic from Seton Street. Pulte agreed to work with District staff to remove the hedges from the median to increase visibility at this intersection.

District Legal Counsel will update the existing Construction and Maintenance Access Easement Agreement from 2016 that authorizes Pulte to construct a monument sign within the District's right-of-way on Seton Street. It should be noted that the monument signage in the aforementioned Easement Agreement was much larger in size than the proposed monument size. Pulte will update the site development plans and permits for the proposed sign. Staff intends to bring the finalized documents before the Board at the May 6, 2025, meeting. Mr. DiFlorio stated that landscaping needed to match on both sides of the median; staff acknowledged this request. Ms. Willson added for the record that the correct term for the proposed sign is "hardscape monumentation."

#### 5. Lennar Bonds Reallocation Update

Mr. Tryka presented this item. He reminded the Board that this item came up in November of last year. Lennar requested removing the roads from the bonds. At Lennar's expense, Mr. Tryka reviewed the documents and confirmed that all of the other infrastructure added up or exceeded the bond issuance without the cost of the roads. Mr. Tryka stated that construction costs had increased and exceeded the estimated costs associated with bond issuance. Mr. Tryka indicated that this item had two parts. Part

1 determines if the roads could be removed from the bond and still meet the budgetary requirements. Mr. Tryka confirmed they could. Part 2 is whether it is in the District's best interest to do so, which is up to the Board. Mr. Tryka asked if it harmed the District to remove the roads from the bond. From a traffic perspective, there is no adverse effect to the District since all of the roads are internal to the National. He followed up by stating that it would not and confirmed Ms. Willson and Bond Counsel had reviewed and concurred. However, the roads being part of the bond and specifically the access management issues associated with the soft gate has caused the District Board and Staff problems. Removing the roads from the bond would alleviate this issue. Mr. Tryka recommended that the Board consider the request to remove the roads from the bonds. Ms. Willson added that one of the preliminary steps in this process was to determine if this was legally possible and all parties confirmed it was. The next step is to revise the Engineering and Methodology Reports, then set a Public Hearing to review and consider the amended reports. Mr. DiFlorio asked about the timeframe for all of this to happen. Ms. Willson stated that the reports would be presented at the May Board meeting and the Board could then set a public hearing. The public hearing to adopt the amended reports could be scheduled for July. It was noted that due to noticing requirements, the earliest the public hearing could be held would be July, as we will not make the June meeting.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Casalanguida and passed unanimously authorizing staff to prepare amendments to the Assessment Methodology and Engineering Report related to the 2021 project.

#### 6. Anthem Parkway Signage Update

Ms. Holland provided a brief history on the Anthem Park signage issue and introduced Mr. Genson to provide an update. Mr. Genson stated that AMD has been working with Maple Ridge/CC Homes to resolve the signage issue on Anthem Parkway. CC Homes prepared a signage program that is currently being reviewed by AMD. AMD is not completely comfortable with what they are proposing and they will meet next week to discuss. Mr. Genson stated that he had hoped they could have had their meeting prior to today's meeting, but scheduling did not work out. Mr. Genson stated that CC Homes had started to conform with the developer sign requirements. Ms. Roberston asked if any of the signs would be removed. Mr. Genson stated that some would be removed and some language on some of the signs would be removed so the signs were purely directional. Ms. Holland confirmed that all signs that are not directional in nature had been removed (e.g., Ave Maria's #1 Community). Mr. Genson added that the Maple Ridge Sales Center would be moving in a couple of years, and all signs would come down. Ms. Willson clarified that standards being discussed were AMD sign standards, not District standards. She further stated that AMD had an easement and authorizes use of its easement rights. Ms. Robertson asked if other developers would be allowed to install directional signage and Mr. Genson replied affirmatively. Ms. Roberston asked about the monument sign on Ave Maria Boulevard and Anthem Parkway. Mr. Genson replied that the sign was in the works with CC Homes (Maple Ridge) and Pulte. Mr. Genson stated that AMD was working with a company to revamp the signage throughout the District and that we should start to see enhancements. Additional updates will be provided at the next meeting.

#### 7. District Wide Crosswalk Update

Ms. Holland presented this discussion item. At the March 4, 2025, Board meeting, Scott Brooks of Pulte requested a discussion regarding installing flashing crosswalk lights on Ave Maria Boulevard at the Bellera entrance. Staff expressed a lack of continuity throughout the District in terms of crosswalk signage/flashing lights. The maintenance of the flashing crosswalk lights has proven to be challenging over the past few years as some of the flashing lights cannot be repaired. Staff suggested and the Board unanimously agreed that staff look into a District-wide crosswalk study with the analyzation of existing conditions and should also include a survey in certain areas, providing a technical memorandum including a detailed discussion of proposed alternatives, permitting requirements, cost estimates, and final recommendations.

Staff reached out to multiple firms to discuss this type of study, and unfortunately, the cost exceeds the \$35,000 threshold for this type of service. Anything over \$35,000 must be go through the competitive selection (Request for Proposals (RFP)).

Ms. Holland explained that there were options to move forward, but staff would like Board direction before proceeding. Staff can move forward with the RFP process for a District-wide crosswalk assessment. Alternatively, staff can limit the scope of work to only include a portion of the District, possibly focusing on crosswalks of concern on Ave Maria Boulevard (Bellera, Park of Commerce, Assisi, and Avila). This would allow the District to contract with a qualified firm within the \$35,000 threshold and would address the concerns at the forefront of the community. Mr. Roth reviewed the options and suggested moving forward with the Ave Maria Boulevard portion of the study at this time to address the concerns of the community. The Board agreed unanimously. Ms. Holland acknowledged to proceed as directed.

#### J. New Business

# 1. Consider Approval of Lease Agreement between the District and Ave Maria Development, LLLP for District Office Space

Ms. Holland presented this item. At the March 4 Board Meeting, the Board unanimously agreed to authorize staff to continue working with Ave Maria Development and bring back a Lease Agreement for District office space. Ms. Holland reminded the Board of the two executive suites in Town Core Building #3 (5072 Annunciation Circle, Suites 218 &219) on the 2nd floor in a wing that is built out with a common waiting area, kitchen, and two conference rooms. The two offices will be occupied by Allyson Holland, District Manager, and Donny Diaz, Operations Manager. The three (3) operations staff members will be able to use the office and common space as needed.

The Lease Agreement between AMD and the District includes a commencement date of approximately May 1, 2025, and ends September 30 2026. AMD has agreed to abate the rent from the commencement date through September 30, 2025. The District will adequately budget for office space rent in next year's budget. The rent for the District will be \$22,200.00 FY 2025-2026 to be paid in twelve monthly installments of \$1,850.00. Staff recommends the approval of the Lease Agreement between the District and AMD for District office space. Ms. Holland noted that later in the agenda plans for a future District building will be discussed. Ms. Holland added that the current lease agreement includes a one-year renewal period with an increase of 3%. Ms. Holland stated that Mr. DiFlorio called her prior to tonight's meeting to discuss the option of asking AMD to include a 5-year renewal period with no increase in rent. Ms. Holland confirmed with AMD via email prior to the meeting that they would consider a 5-year renewal period but with an increase of 3% each year. Mr. Roth stated that he would like the option to renew the lease longer than one year. Mr. Genson stated that he had no problem with a 5-year renewal period, but it would be a bad business decision not to include the 3% CPI increase. Mr. DiFlorio stated that he appreciates AMD covering the rent this year.

A **motion** was made by Mr. DiFlorio, seconded by Ms. Casalanguida and passed unanimously approving the Lease Agreement, amended to add four (4) one (1)-year renewal terms that include a 3% increase each year, between the District and Ave Maria Development, LLLP for District office space.

## 2. Consider Approval of Anthem Parkway Phase 5B Plat

# a. Consider Resolution 2025-02 – Authorizing the Chair & Vice Chair to Execute Plats, Permits & Conveyances Authorizing the Chair, Vice Chair, and District Staff to Take Action Regarding Plats and Permits

Ms. Holland presented this item. In the past, the District was not involved with the platting process as part of permitting with Collier County because the land was conveyed to the District after it was platted. The design and permitting for Anthem Parkway Phase 5B is nearly complete, including the Plat. Currently, the ROW Tracts have been (or will shortly be) conveyed to the District. The right-of-way

tracts as shown on the proposed Plat were conveyed (or will be conveyed to the District prior to recording the plat) in accordance with the Amended and Restated Real Property Contribution Agreement dated July 2023. As outlined in the Capital Improvement Plan prepared by the District Engineer, as supplemented by engineering reports issued in conjunction with the issuance of each series of bonds, Anthem Parkway is a District roadway. All owners must sign the plat with witnesses and a notary acknowledgment. Staff recommends the Board authorize the Chairman to sign the Anthem Parkway Phase 5B Plat. It was noted that staff is not requesting the Chair sign the plat today, but staff will request the Chair's signature on the Mylars after the Plat has approved by the Collier County Board of County Commissioners. Ms. Robertson and Mr. Casalanguida both agreed that this was the standard process.

Ms. Willson continued by stating that this was more of a clean-up item given the change in process to the District undertaking more construction work and earlier conveyances of property in advance of such construction. There may be times in the future when the Chair needs to sign a plat. The proposed resolution authorizes the Chair to sign plats, documents, and other legal documents and it further authorizes the District Manager to sign permits and similar documents due to time sensitivity in the permitting process. She noted that the District Manager has acted in the past pursuant to specific project authorization in construction agreements, and the proposed resolution gives authorization to the District Manager; this is a very common practice for many special districts. Ms. Willson assured the Board that in accordance with the resolution requirements, District Legal Counsel and the District Engineer will review and concur that the action is legal, consistent with the District's improvement plan, and necessary for the development of the improvements prior to requesting the Chair's signature.

A motion was made by Mr. Casalanguida, seconded by Ms. Robertson and passed unanimously adopting Resolution 2025-02 – Authorizing the Chair, Vice Chair and District Staff to Take Action Regarding Plats and Permits. Ms. Holland asked if a motion was required for approving the Anthem Parkway Phase 5B Plat, and Ms. Willson indicated it was not necessary, that the approval of the resolution authorizes the Chair to sign the plat, so a separate vote is not required.

# 3. Consider Approval of Agreement for District Landscape Enhancements between the District and Pelican Lawn & Landscape

Staff identified areas throughout the District that need plant replacement/landscape enhancements. The priorities this year include the majority of the District planters in the Town Center along Annunciation Circle, hedge and select tree replacement along Ave Maria Boulevard from Avila Avenue to Milano Street, and enhancements at the Oil Well Road entry feature. Steve Sammons, the Landscape Architect at Peninsula Engineering, walked these areas with District staff, and prepared landscape enhancement plans.

As the District only has one contractor prequalified to provide landscape and irrigation installation/replacement services, the plans were sent to several landscaping contractors for pricing, including Mr. Zig Mazanowski. Mr. Mazanowski spoke during public comment and he also spoke at past Board meetings, indicating he was interested in landscape services and maintenance for the District. Mr. Mazanowski was the former owner of Mainscape Landscaping, but he sold the business years ago. District staff walked the areas for landscape improvements with Mr. Mazanowski and his son Michael. Michael Mazanowski submitted pricing through his current business Mike's Solar, D.B.A. Maz Services. Maz Services' proposal went above and beyond the landscape enhancement plans but excluded irrigation improvements. Staff spent numerous hours with Maz Services and would consider working with them in the future. Unfortunately, District staff does not believe Maz Services has experience in landscaping services at the scope or magnitude of this particular project.

Quotes were requested from the following contractors: O'Donnell Landscapes, Pelican Lawn & Landscape, Maz Services, Juniper, and Sunnygrove Landscaping. It should be noted that quotes were not received from Juniper or Sunnygrove.

Pelican Lawn & Landscape came in at the lowest price of \$90,468.55. The District budgeted \$200,000 for Plant Replacement this year; Pelican's quote is well within budget for the landscape enhancement portion of this budgeted line item. Additionally, the District recently contracted with Pelican for tree trimming services earlier this year, and staff has been extremely pleased with Pelican's service. Staff is confident that Pelican can complete the landscape enhancements for the District and recommends the Board approve the agreement. Mr. Casalanguida stated that based upon the District Manager's recommendation, the Board make a motion approving the agreement with Pelican. Mr. Roth asked when we typically open the library to prequalify contractors. Mr. Tryka stated typically every 5 years. He furthered that it may make sense to begin the process for landscape and irrigation contractors seeing that we only have one firm in the current library. Mr. Genson added that he strongly urged the Board to extend the existing library of contractors from 2023, but to re-qualify the contractors that we originally qualified in 2021. Ms. Holland agreed that it would be a good idea. Staff will review the prequalification process and bring this back before the Board in May for either just landscape and irrigation contractors, or all categories pertaining to District-related work. Mr. DiFlorio encouraged staff to work with Mr. Mazanowski on future landscaping projects. He also asked if Davey Tree performed work in the Town Core in 2023, and Mr. Diaz confirmed that they did.

A **motion** was made by Mr. Casalanguida, seconded by Ms. Robertson and passed unanimously approving the Agreement for District Landscape Enhancements between the District and Pelican Lawn & Landscape.

#### 4. Consider Approval of Reserve Funding Discussion Regarding Reserve Funding Update

Ms. Holland presented this item. She provided the Supervisors with 11"x17" copies of Tables 1, 2, and 3 so they were legible. Staff also brought the tables up on the TV screen for the public to view. Ms. Holland stated that she provided an update on the reserve study to the Board at the March 4, 2025, Board meeting. Staff has continued to update the reserve components and quantities in the expenditures table provided by Reserve Advisors to include known buildout infrastructure. Staff will continue to update the timing of any deferred expenditures or additions to the expenditures table annually; this table is a working document. Table 1 includes a snapshot of the reserve expenditures for the next ten years. The mill and overlay of the asphalt pavement in 2027 and 2028 are the most significant expenses. The repairs/replacements to the shared use path, catch basins, curbs, and sidewalk are ancillary to the mill and overlay. Ms. Holland noted the replacements to the irrigation sprinkler system including electrical components is planned throughout the District, to be phased over nine years. Ms. Holland clarified that the master irrigation utility has been removed from the reserve study. A miscellaneous line item was also added to the reserve expenditures to capture unknown infrastructure improvements that may be required.

The reserve expenditures along with the buildout assessment methodology were utilized to determine the buildout reserve contribution required to build and maintain a healthy and sustainable reserve fund. It was determined, through multiple iterations, that \$1.7M is required for the reserve buildout budget to adequately fund the reserves over time and not go into a deficit. Ms. Holland referenced Table 2 for the Reserve Methodology based on the reserve buildout budget of \$1.7M. She noted that the buildout assessment methodology needs to be finalized by Real Estate Econometrics at the Board's direction. Similar to the O&M Assessment, the reserve assessment will be based on the buildout budget methodology; it will not fluctuate each year depending on the expenditures as Reserve Advisors had previously assumed.

The preliminary buildout reserve methodology rates based on land use are directly linked to reserve assessment breakdown table that includes cash inflows and expenditures. The annual reserve collection by land use begins in 2026 based on the buildout reserve methodology. The reserve collection increases annually by an assumed CPI rate of 2.5%. Based on the buildout methodology, the reserve account will collect \$923,932 in 2026. This results in an annual reserve assessment of

approximately \$147 for a single family home. The reserve assessment breakdown by land use is included in Table 3 below, for the next ten years. Ms. Holland noted that the reserve funding plan that Reserve Advisors created did not include funding infrastructure improvements through future master bonds, nor did it consider the buildout budget that the District uses for Operation & Maintenance Assessments.

Ms. Holland stated that staff recommends funding certain infrastructure replacement with future master bonds paid by future residents, not current residents. The current reserve funding plan includes funding certain infrastructure replacement with future master bonds through 2030. The remaining reserve components will be funded through the reserve fund. The infrastructure projects proposed to be funded with future master bonds are shown in red in Table 1. A recommended reserve funding table for the next ten years is included on page 89 of the meeting book.

Ms. Holland mentioned a few items worth noting:

- Original FY 24/25 Reserve funding was \$178.24/SF home (per 06/04/2024 Meeting Book)
- Based on the proposed funding plan, +/-\$3,120,000 of infrastructure improvements will be funded through future bond issuance
- Builders and developer are paying the SF home assessment for platted lots they own approximately 19% of total residential lots [based on 2024/2025 tax roll calculations. Per the current reserve budget], +/-\$155,000 will be paid by them.
- To date, the developer and builders have contributed over \$27,000,000 to the District.

Mr. Casalanguida stated that each year, the reserve expenditures/funding is reconciled. Mr. DiFlorio asked if there are grant funds available to fund repaving the roadways. Ms. Holland stated that she is not aware of any grant funding for repaving roads. She asked if Mr. Casalanguida was aware of any grant funding in his experience at Collier County. Mr. Casalanguida stated that he is not aware of any grants for this type of work. He asked if Collier County will accept the District roads for maintenance. Commissioner McDaniel was present in the audience and he conversed with the Board.

A **motion** was made by Mr. Casalanguida, seconded by Ms. Roberston and passed unanimously to move forward with amending the Buildout Assessment Methodology to include Reserves.

#### 5. Discussion Regarding Facility and Staff Planning

Ms. Holland presented this item. She explained that Mr. Casalanguida requested today's discussion regarding District facility and staff planning. For many years, the Board has been asking about a permanent building for District staff and for meeting space for Board meetings. Staff acknowledges that this will take time and planning and we are prepared to start the process. Mr. Casalanguida suggested the following items be discussed with the goal of getting Board approval to include this effort into the 2026 budget and work program:

- Evaluate existing staffing and facilities
- Set up a planning session with the Board of Supervisors and the landowner to discuss the desired level of service including a discussion about the level of insourcing vs outsourcing now through build out
  - Staffing and facilities
- Budget a modest amount of funds for 2026 to develop a staffing and facilities master plan through build out
  - o The master plan should include a section on upfront costs and ongoing O&M

Mr. Casalanguida stated that our community is growing. He acknowledged that some communities outsource things like legal services, etc. However, some communities, like Pelican Bay, have their

own staff for landscaping and other services. Mr. Casalanguida stated that we need to work on building a plan together and that decisions change as a community grows. He suggests we look at 5 year increments. He said that Mr. Klucik had a valid point – we need our own building. Mr. Roth said that this sounds like a strategic plan.

A **motion** was made by Mr. Casalanguida, seconded by Mr. DiFlorio and passed unanimously directing staff to prepare something more formal for review and discussion during budget planning.

#### K. Administrative Matters

#### 1. Legal Report

Ms. Willson had nothing further to report.

#### 2. Engineer Report

Mr. Tryka had nothing further to report.

#### 3. Manager's Report

#### a. Financials

Ms. Holland indicated that the financials were included in the meeting book and we were still tracking well so far. She noted two overages as of February 2025 including Pressure Washing – approximately \$5,000 over due to extra power washing added to planned areas and Signage Repair – approximately \$3,000 over due to signage that the District had to replace due to being hit and damaged, or other reasons (age, wind, etc.). Ms. Holland noted that she plans to attempt to do a better job budgeting next year.

#### L. Final Public Comments

Martha Valle: Local realtor, commented on "Open House" signs. Suggested allowing realtors to install open house signs at Ave Maria along with all the developer signage along the roadways. Ms. Willson stated that developer signs are allowed per easement rights. She explained that the District's sign policy does not allow for signage other than directional signage. She stated that there have been discussions on updating the sign policy to mirror Collier County's sign policy. She explained that the sign policy can be changed with direction from the Board. Ms. Valle stated that she sees event signage throughout Ave Maria. Ms. Holland mentioned that District staff attempts to remove all signage that is not allowed per the District's sign policy. Ms. Willson stated that the District has no current authorization to allow these signs (both event and open house). Ms. Holland stated that she needs to do a better job ensuring that all signage is removed. Ms. DiFlorio stated that the Board had a lengthy discussion about 8 years ago. He stated that the District needs to remove all signs that are not consistent with the sign policy. Ms. Holland stated that she needs to do a better job ensuring that all signage is removed. Mr. Roth stated that he is not sure we want to allow signs based on what happened last time.

Darrell Dunteman: Stated that he would like the Board and management to take a look at the land use allocation in the methodology. Ms. Holland stated that she will set up a meeting with Mr. Dunteman prior to the next Board meeting to discuss his questions and concerns. Mr. Dunteman thanked Ms. Holland for answering his emails promptly.

Evelyn and Jose Santana: Asked what is being developed north of Pope John Paul II Blvd, west of the Anthem Parkway extension. Ms. Holland stated that she did not know, but she will find out and respond to the residents.

Next Civic Association Meeting: April 10, 2025, at 7:00 p.m.

No final comments from Board n	nembers.
N. Adjournment	
There being no further business 5:48 p.m. by Chairman Roth. Th	to come before the Board, the Regular Board Meeting was adjourned at the ere were no objections.
Secretary/Assistant Secretary	Chair/Vice-Chairman

M. Board Member Comments

#### LEASE AGREEMENT

THIS LEASE AGREEMENT is made effective as of the 3 day of April, 2025 by and between Ave Maria Development, LLLP, a Florida limited liability limited partnership (the "Landlord"), and Ave Maria Stewardship Community District, a local unit of special-purpose government established pursuant to Chapter 2004-461, Laws of Florida, (the "Tenant").

1. <u>Premises.</u> In consideration of the obligation of Tenant to pay rent and of the other terms contained herein, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain premises containing approximately **251** square feet and located in Suites 218-219 at 5072 Annunciation Circle, Ave Maria, Florida 34142 ("<u>Premises</u>"). The location of the Premises is graphically depicted on the floor plan of the Premises attached hereto as Exhibit "A" ("Floor Plan").

#### 2. Term; Renewal Term.

- a. The term of this Lease shall commence on the date that Landlord delivers possession of the Premises to Tenant, which is estimated to be on or about May 1, 2025 (the "Commencement Date") and end at 11:59 PM (EST) on September 30, 2026 ("Lease Term"). The parties agree to execute a supplement to this Lease to memorialize the actual Commencement Date.
- b. Provided that on the date Tenant timely exercises the Renewal Option (as defined below) Tenant is not in default, Tenant shall, at its option, have the right to renew this Lease ("Renewal Option") for four (4) additional terms of one (1) year ("Renewal Term"), subject, however, to the following terms and conditions: all terms and conditions of this Lease are to remain the same and in full force and effect, except that the Rent for each Renewal Term shall be adjusted at a maximum annual increase rate of three percent (3%). Tenant must notify Landlord in writing by certified or registered mail or hand delivery, at least ninety (90) days prior to the expiration of the Lease Term, that it intends to renew this Lease for the Renewal Term. If Tenant fails to timely so notify Landlord, Tenant shall be deemed to have elected to not renew this Lease for the Renewal Term and Tenant's Renewal Option with respect to the Renewal Term shall be deemed to be null and void and of no further force and effect.
- 3. Rent. Rent shall be abated from the Commencement Date through September 30, 2025. Commencing on October 1, 2025, Tenant agrees to pay to Landlord without any prior demand and without any deduction or set-off whatsoever, as the rent (the "Rent") subject to adjustments as provided herein, the sum of Twenty Two Thousand Two Hundred Dollars (\$22,200.00) annually, payable in advance in twelve monthly installments of One Thousand Eight Hundred Fifty Dollars (\$1,850.00) per month, on the first day of each calendar month during the Lease Term. First month's Rent shall be due and payable by Tenant upon the execution of this Lease. Unless Tenant provides Landlord with sufficient documentation evidencing an appropriate exemption, all Rent and other charges due hereunder shall be paid together with any applicable sales, use and other taxes assessed thereon. In the event that any payments of Rent, or any other payment required by Tenant hereunder,

is not paid within five (5) days of the date any such sum is due, Tenant agrees to pay to Landlord a late charge equal to five percent (5%) of the unpaid amount or One Hundred Fifty Dollars (\$150.00), whichever is greater, to defray Landlord's administrative charges with respect to such late payment. The late fee shall not be deemed a waiver of any default by Tenant for failure to timely pay any sums due hereunder.

- 4. Security Deposit. Intentionally Deleted.
- 5. <u>Utilities and Services.</u> Beginning on the Commencement Date, Tenant shall be responsible for and pay the costs of the cost of all utilities service utilized by Tenant at the Premises including, without limitation, telephone, and cable television (if available) and internet service. If there is a dispute as to whether Tenant or Landlord is responsible for any utility charge, the decision of Landlord shall control. Landlord agrees that during the Lease Term, electricity costs will be covered by the Landlord. All other utility charges will be the responsibility of the Tenant. Tenant shall be responsible for the day to day cleaning of the Premises, including bringing its trash to the dumpster. Landlord is not responsible for providing janitorial or cleaning service to the Premises.
- 6. <u>Use.</u> Tenant shall use the Premises solely for general office use associated with a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code, and for no other purpose whatsoever without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Tenant shall not permit any unlawful activity at the Premises. Tenant acknowledges that the Premises is located within the shopping center known as *La Piazza at Ave Maria* (the "Shopping Center"), and Tenant shall comply with all of Landlord's rules and regulations regarding the Shopping Center, copies of which Tenant acknowledges having received and reviewed prior to entering to this Lease.
- 7. <u>Use of Kitchen.</u> Although not part of the Premises, during the Lease Term, and provided Tenant is not in default under this Lease, Tenant and Tenant's independent contractors will have access to and non-exclusive use of the kitchen facility (the "Kitchen") (the location of which is also depicted on Exhibit "A", attached hereto), at no additional cost to Tenant. However, Tenant's obligations under this Lease shall not be subject to or contingent upon Tenant's continuous access to and use of the Kitchen. Tenant acknowledges that the Kitchen may be closed from time to time by Landlord for maintenance and repair and that Landlord shall have complete discretion over the type of equipment and appliances placed and maintained in the Kitchen. Landlord may, from time to time, provide coffee service in the Kitchen. Other tenants and occupants of the building may have the right to use the Kitchen, and the use thereof shall be subject to rules and regulations as determined by Landlord from time to time in Landlord's sole discretion. Under no circumstances shall Landlord be liable for any loss or damage to any property of Tenant placed or maintained in the Kitchen. In addition, any damage caused to any furniture or equipment or fixtures or structural components of such shared facility by Tenant or Tenant's independent contractors shall be repaired by or at the direction of Landlord and, upon demand, Tenant shall be obligated to reimburse Landlord the costs

of such repairs.

- 8. Conference Rooms. During the Lease Term, and provided Tenant is not in default under this Lease, Tenant and Tenant's independent contractors, and invitees shall also be entitled to access and use of the two (2) shared conference rooms, subject to availability, at no additional cost to Tenant. The location of the shared conference rooms are depicted on Exhibit "A" (the "Conference Rooms"), attached hereto. Other tenants and occupants of the building may have the right to use the Conference Rooms, and the use thereof shall be subject to rules and regulations as determined by Landlord from time to time in Landlord's sole discretion. Any additional furniture, equipment or other personal property of Tenant (or Tenant's independent contractors, agents and invitees) placed in the Conference Rooms during Tenant's use shall be immediately removed from such conference room upon Tenant's vacation thereof. Under no circumstances shall Landlord be liable for any loss or damage to any property of Tenant placed or maintained in the Conference Rooms. In addition, any damage caused to any furniture, equipment, fixtures or structural components of such shared facility shall be repaired by or at the direction of Landlord and, upon demand, Tenant shall be obligated to reimburse Landlord the costs of such repairs.
- 9. <u>Insurance.</u> At all times during the term hereof and any extensions thereof, Tenant shall obtain and insurances as described herein insuring Landlord and Tenant against any liability arising out of Tenant's use, occupancy and maintenance of the Premises, common areas, or other portions of the Shopping Center. All carriers must be authorized to transact business in the State of Florida and must have a minimum A.M. Best Rating of A- VIII or higher. If the tenant has coverage through an authorized governmental insurance trust approved by Florida's Office of Insurance Regulation, then all the insurance trust's reinsurers must also have a minimum A.M. Best Rating of A-VIII or higher. Tenant shall deliver said certificates thereof to Landlord prior to Tenant's occupancy of the Premises. and thereafter, renewal certificates shall be delivered to Landlord not less than thirty (30) days prior to expiration. The below required insurance policies, for Tenant and contractors(s) shall also contain provisions prohibiting the modification of any material term (including, without limitation, changes to coverages, limits, or primary / additional insureds) or cancellation of insurance without at least thirty (30) business days' prior written notice to Landlord. Upon request, Tenant shall provide Landlord with full and complete set of insurance policies. The limit of any such insurance shall not limit the liability of Tenant hereunder. The failure of Tenant to effect said insurance in the names herein called for, or to pay the premiums required, or to deliver said policies or certificates to Landlord, shall be a material default under this Lease. During the term of this Lease, Landlord reserves the right, in Landlord's commercially reasonable discretion, to modify the insurance provisions by requiring additional coverages, higher limits or special endorsements if the Tenant operations change, or their loss experience/history warrants additional limits.
- (a) <u>General Liability Policy</u>. Tenant shall obtain and maintain General Liability Policy on the broadest form available, written on an occurrence policy form," against all claims for bodily injury, disease or death, or property damage, personal injury and contractual liability occurring on or in

connection with the use of the Premises; such insurance policies shall include the following limits:

\$2,000,000 per occurrence \$2,000,000 aggregate \$300,000 property damage liability \$5,000 medical payments \$1,000,000 liquor liability (if Tenant's business involves the sale of alcohol, host liquor liability does not satisfy this requirement)

Landlord shall be listed as an Additional Insured on a Primary and Non-Contributory Basis. Written proof of such insurance coverage shall be provided to Landlord prior to the execution of this Lease, including the Additional Insured and Waiver of Subrogation Endorsements. Tenant shall provide evidence of insurance to Landlord within 30-days of Lease Effective Date and at each renewal thereafter. Description of Operations Box shall include the business name and address of the Premises.

- (c) <u>Worker's Compensation</u>. If Tenant has employees working on the Premises at any time, Tenant shall have statutory Worker's Compensation insurance and shall provide evidence of same to Landlord.
- (d) <u>Commercial Auto Liability</u>. Commercial Auto Liability insurance with a combined single limit of \$1,000,000 and shall include coverage for hired and non-owned autos. Landlord shall be named as an Additional Insured on a Primary and Non-Contributory Basis.
- (e) <u>Personal Property</u>. Tenant shall be solely responsible for securing and maintaining any insurance on Tenant's stock, trade fixtures, inventory, equipment, and all other personal property of any nature located in or about the Premises, and Landlord shall not have any obligation to repair or replace, nor in any way be liable for same.
- (f) <u>Construction Insurance</u>. Prior to commencing on any repairs, renovations, or restorations on or about the Premises, Tenant shall obtain and maintain or shall cause the builder, general contractor to obtain and maintain a completed value "All Risk" Builder's Risk policy in an amount equal to 100% of the cost of the construction, repair, renovation, or restoration. Coverage should include collapse, windstorm, offsite materials, materials in-transit, soft costs, expediting expense, water damage and include permission for partial occupancy. Tenant shall name Landlord as Loss Payee and Additional Insured. Tenant shall cause General Contractor and all subcontractors performing work in the Premises to obtain and maintain General Liability, Commercial Auto Liability, and statutory Worker's Compensation bearing the same limits as Tenant is required to carry, as outlined above.
  - (g) Safety and Insurance; Hurricane Shutters. Tenant shall comply with all safety and

engineering recommendations and requirements relating to city, county, state, federal or insurance company regulations that might affect the insurability in any manner of Landlord, the Landlord's property, or any Tenant in the Shopping Center. Tenant shall not stock, use or sell any article or do anything in or about the Shopping Center, the Premises or common areas which may be prohibited by law or Landlord's insurance policies, or which will increase any insurance premiums. In the event Tenant violates the provisions of this subsection, Tenant shall hold Landlord harmless and shall, on demand, pay Landlord the increased cost of such insurance as additional rent. In the event that hurricane shutters are made available to the Premises, hurricane shutter installation will be commenced no sooner than the notification by the National Weather Service of a Hurricane Watch or Warning or the reasonable threat of a pending storm as determined in Landlord's sole discretion.

- 10. Alteration of the Premises. Tenant shall not make any modifications (structural, cosmetic or otherwise) to the Premises without the prior written consent of Landlord, which consent may be withheld and Landlord's sole and absolute discretion. Tenant has inspected the Premises and accepts the Premises "as-is" and represents and warrants to Landlord that the Premises is suitable for Tenant's permitted use under this Lease. Tenant shall maintain and keep the Premises in good condition and shall surrender the Premises to Landlord in the same condition that it existed in as of the date of this Lease, except for ordinary wear and tear.
- 11. <u>Damage to Premises</u>. If any part of the Premises shall be damaged or destroyed by fire, the elements, unavoidable accidents, or other casualty, Landlord may, at its option, terminate this Lease. Tenant shall be responsible for any damage caused to the Premises or Landlord's Furniture by Tenant's intentional or negligent acts or omissions, or the intentional or negligent acts or omissions of Tenant's officers, managers, members, agents, employees, independent contractors, guests, customers or invitees. The terms of this paragraph shall survive the expiration or earlier termination of this Lease.
- 12. Events of Default by Tenant. If any part of the Rent or other monies required to be paid by Tenant under this Lease shall be in arrears or not paid when due, or Tenant fails in the observance or performance of any of any other covenant, agreement or condition provided for in this Lease and such failure continues for a period of five (5) days after written notice thereof from Landlord to Tenant (unless such failure cannot reasonably be cured within five (5) days and Tenant commences such cure within said five (5) day period and diligently pursues the same to completion), then Tenant shall be in default hereunder.
- 13. <u>Remedies.</u> In the event of any default by Tenant hereunder, Landlord shall have any and all remedies available under Florida law, together with the right to accelerate all rent due Landlord under this Lease for the balance of the Lease Term, and cancel and terminate this Lease, as well as Tenant's right, title, possession and interest hereunder.
- 14. Subordination and Attornment. This Lease shall be subject and subordinate at all times to the

liens of all present and future mortgages, rents, and encumbrances placed upon the Premises. No further instrument or act by Tenant shall be necessary to effectuate such subordination; upon the request of Landlord (but in no event later than five (5) days thereafter) promptly execute and deliver to Landlord any subordination agreement, estoppel certificate or other instrument requested by Landlord, Landlord's lender (if any), any contract to purchaser of Landlord and/or any proposed lender of such purchaser. Tenant irrevocably appoints Landlord as its attorney-in-fact to execute and deliver all such instruments for and on behalf of Tenant.

- 15. **Quiet Enjoyment.** Upon payment by Tenant of the Rent reserved herein, and upon the observance and performance of all of the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereof without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under Landlord.
- 16. <u>Tenant Covenants</u>. Tenant shall at all times during the Lease Term: (a) keep the Premises in a neat, clean, sanitary, and safe condition; (b) neither cause to be distributed or place advertising matter or handbills in or upon automobiles parked in the Shopping Center; and (c) obey, and require all others to obey, all applicable laws, codes, ordinances and restrictions affecting the Premises, to not make any disturbance, noise or annoyance that would be detrimental to the peace, quiet and comfort of other persons or tenants in the Premises or the Shopping Center, and to be responsible for all conditions created or caused by the negligent or wrongful act of Tenant or Tenant's guests and invitees, or other persons on the Premises at the invitation of Tenant. In addition, Tenant acknowledges that the use of candles, incense, aromatic oils, or other such products, and the smoking of tobacco products (including, but not limited to, cigarettes, pipes, and cigars) by Tenant or its employees, independent contractors, agents, clients, customers, invitees, licensees, and guests is prohibited at all times upon the Premises.
- 17. <u>Applicable Law.</u> The validity, construction and enforcement of this Lease shall be governed by the laws of the State of Florida. Jurisdiction and venue for any judicial proceeding concerning this Lease shall lie exclusively in a court of competent jurisdiction in Collier County, Florida.
- 18. <u>Invalidity.</u> Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way effect, impair or invalidate any other provisions hereof.
- 19. **Binding Effect**. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of Landlord and Tenant, and all covenants are to be construed as conditions of this Lease.
- 20. <u>Costs and Attorney's Fees.</u> In the event of any litigation arising out of, or pertaining to the terms and provisions of, this Lease, the prevailing party shall be entitled to recover from the other party all costs and reasonable attorneys' fees incurred by said prevailing party, including those

incurred on appeal. The terms and provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

- 21. <u>Waiver of Jury Trial.</u> Tenant hereby waives the right to a trial by jury in the event of any litigation arising out of or pertaining to the terms and provisions of this Lease.
- 22. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- 23. Right of Entry. Landlord shall have the right to enter the Premises at all reasonable hours throughout the Lease Term for the purpose of examining the Premises or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. Throughout the Lease Term, Tenant shall permit inspection of the Premises by prospective buyers or tenants during all normal business hours. If, during such hours, admission to the Premises for showing the same to prospective purchasers or Tenants, as applicable, cannot be obtained, Landlord may show the premises after hours, provided it gives at least twenty-four (24) hours advance notice to Tenant.
- 24. <u>Notice.</u> Notices or demand required to be given or served by either party to this Lease to the other party, shall be deemed to have been duly given or served only if in writing and either personally delivered or deposited in the United States Mail, Certified Mail, return receipt requested, postage prepaid, addressed as follows: If to Landlord, Ave Maria Development, LLLP, Attn: Mrs. Cee Cee Marinelli, 2600 Golden Gate Parkway, Naples, FL 34102, with a copy to: Michael D. Gentzle, Esq., Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail, Suite 300, Naples, FL 34103. All notices to Tenant shall be delivered to the Premises with a copy to: District Manager, Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 and District Counsel, Kutak Rock LLP, 107 W. College Avenue, Tallahassee, FL 32301.
- 25. <u>Assignment.</u> Tenant shall not assign this lease or sublease any portion of the Premises without the prior written consent of Landlord, which consent may be withheld at Landlord's sole and absolute discretion.
- 26. <u>Miscellaneous</u>. Time is of the essence with respect to the performance of each of Tenant's covenants of this Lease. Neither this Lease, nor a memorandum thereof shall be recorded in the Public Records without Landlord's prior written consent, which consent Landlord may withhold or condition in its sole and absolute discretion. This Lease is the entire agreement between the parties, and supersedes any and all prior agreements or understandings with respect to the subject matter hereof. This Lease may not be amended, modified or otherwise revised unless done so in writing and signed by both Landlord and Tenant. Landlord's approval of any act by Tenant requiring Landlord's consent

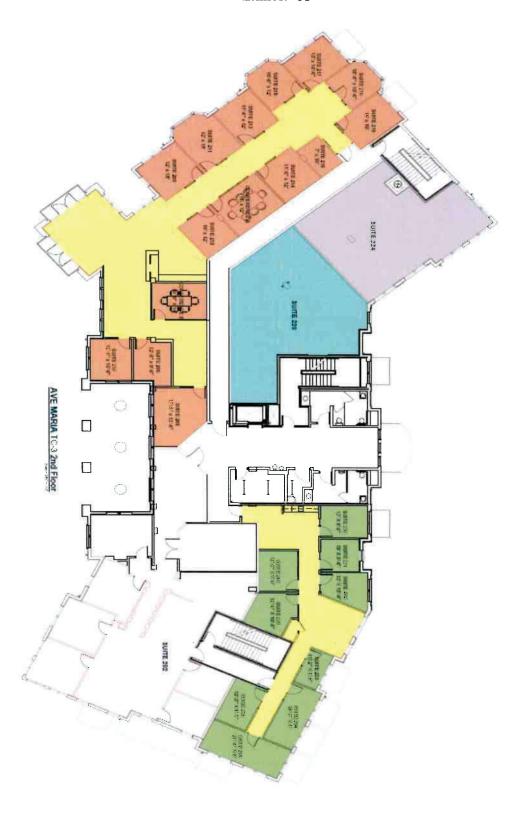
shall not be deemed to render unnecessary the obtaining of Landlord's approval again of any subsequent act by Tenant that requires Landlord's approval.

- 27. Sovereign Immunity and Tenant Limitation of Liability. Nothing in this Lease shall be deemed as a waiver of immunity or limits of liability of Tenant beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Lease shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- 28. <u>Public Records</u>. Landlord understands and agrees that all documents of any kind provided to the Tenant or to Tenant Parties or staff in connection with this Lease are public records and are to be treated as such in accordance with Florida law.

WHEREFORE, Tenant and Landlord have caused this Lease to be executed as of the day and year first above written by their respective officers or parties thereunto duly authorized.

TENANT:	LANDLORD:
Ave Maria Stewardship	AVE MARIA DEVELOPMENT, LLLP,
Community District	a Florida limited liability limited partnership
a local unit of special purpose	
government, established pursuant	
to Chapter 2004-461, Laws	
of Florida \	
By:	By: Barron Collier Corporation, a Florida
	Corporation,
Print Name: <u>Jay Roth</u>	
	Its: General Partner
Its: <u>Chairman</u>	By: Ci Ci Marinelli
	Print Name: Cee Cee Marinell
	Title: Agent

# Exhibit "A"



#### SHOPPING CENTER

#### **RULES AND REGULATIONS**

Tenant agrees to comply with, abide and be bound by the following Rules and Regulations for the use of the Shopping Center, as the same may be amended, supplemented and/or modified from time to time by the Landlord.

- 1. No person shall use any roadway, sidewalk, or walkway, as may from time to times exist, except as a means of egress or ingress to any floor area and automobile parking areas within the Shopping Center, or adjacent public streets. Such use shall be in an orderly manner, and in accordance with the directional and other signs or guides. Roadways shall not be used in a speed in excess of 20 miles per hour and shall not be used for parking or stopping, except for the immediate loading or unloading of passengers. No sidewalk or walkway shall be used for other than pedestrian travel.
- 2. No person shall use any automobile parking areas except for the parking of motor vehicles during the period of time such person or the occupants of such vehicles are customers or business invitees of retail establishments within the Shopping Center. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking space. No vehicles, with advertising or logo on its panel or sides will be parked in the common areas along Annunciation Circle.
- **3.** No person, without the consent of the Landlord, shall, in or on any part of the common area:
  - **A.** Vend, peddle or solicit orders for the sale or distribution of any merchandise, device, service, periodical, book, pamphlet, or other matter whatsoever.
  - **B.** Exhibit any sign, placard, banner, notice, or other written material in the common areas.
  - C. Solicit signatures on any petition or for any other purpose, disseminate any information in connection therewith, or distribute any circular, booklet, handbill, placard, or any other material that has no relationship to any purpose for which the Shopping Center was built or is being built.
  - **D.** Solicit membership in any organization, group, or association, or solicit contributions for any purpose which has no relationship to the Shopping Center.
  - E. Parade, rally, patrol, picket, demonstrate, or engage in any conduct that might tend to interfere with or impede the use of any of the Common Area by the customer, business invitee, employee, or Tenant of the Shopping Center, create a disturbance, attract attention, or harass, annoy, disparage, or be detrimental to the interest of any of the retail, office establishments or resident within the Shopping Center.

- 4. Landlord shall have the right to remove or exclude from or to restrain (or take legal action to do so) any unauthorized person from, or from coming upon, the Shopping Center, or any portion thereof, and to prohibit, abate, and recover damages arising from any unauthorized act, whether or not such act is in express violation of the Rules and Regulations set forth herein.
- 5. If in the opinion of Landlord unauthorized persons are using any of the common areas by reason of the presence of Tenant in the Shopping Center, Tenant, upon demand of Landlord, shall restrain such unauthorized use by appropriate proceedings. Nothing herein shall affect the right of Landlord at any time to remove any such unauthorized person from the common areas nor to prohibit the use of any common areas by unauthorized persons.

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: Q2 2025 IPS #4: Q1 2026	100% Design 70% Construction	\$10,264,854	*\$13,100,000	2023 Bonds and future 2025 Bond Issuance	Daniel Hartley	Allyson Holland (District)	Roadway is paved (1st lift). Mainline conduit (electrical, etc.) construction is ongoing. Final completion of 5A roadway expected by July 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)	County Early Work Authorization approved. PPL approved by County staff, on 5/27/25 BOCC agenda for final approval. SFWMD ERP approved by staff, awaiting permit issuance. Anticipated award of construction contracts May 2025.
Arthex Commerce Park Phase 2 5/7/2024	2/1/2024	5/15/2025	100% Design 85% 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.
Asset Management	10/1/2023	Ongoing	60%	\$115,000	\$115,000	FY24/25 O&M Budget	ETM	Allyson Holland (District)	Field staff utilizing Cartegraph daily to track asset management.  Continuing to add assets to database (bubble up structures, irrigation valves, etc.)
Reserve Study 8/6/2024	11/1/2023	6/1/2025	95%	\$11,000	\$11,000	FY23/24 O&M Budget	Reserve Advisors	Allyson Holland (District)	Reserve funding plan presented at April 2025 meeting, to be incorporated with FY 2025/2026 Budget.
Athrex Commerce Park Phase 3 12/26/2024	4/1/2025	12/1/2026	Mass Grading/Excavation 100% w/ pending modifications, 0% Construction	TBD	Earthwork/Mass Grading Only - \$2,045,036.80	2025 Bonds	David Hurst	AMD and District	The first phase of earthwork (i.e. lake excavation and mass grading) is permitted and has been awarded. The roadway and utility design is not complete and has not been submitted for permit review yet.
Town Core Landscape Improvements 12/26/2024	4/15/2025	9/1/2025	100% design	N/A	\$90,468.55	FY 24/25 O&M Budget	Steve Sammons	Allyson Holland (District)	Contract awarded to Pelican Lawn & Landscape. Waiting until water restrictions are lifted to commence work.
District Streetlight Analysis	1/23/2025	9/30/2025	30%	TBD	TBD	FY 24/25 O&M Budget	TBD	Allyson Holland (District)	Continue to have issues w/ section of lights on Ave Maria Blvd. Bob Lee provided quote to replace wire; work will commence this summer. District staff asked contractors to put together a contract/proposal for District's review. Bi-monthly lights out report has proven to be effective.
1/23/2025 Purchasing Policy 1/23/2025	1/30/2025	9/30/2025	10%	TBD	TBD	N/A	N/A	Allyson Holland	District manager is working with Legal Counsel to put together a more robust purchasing policy.
Distrct Website Update	1/23/2025	9/30/2025	25%	TBD	TBD	N/A	GSMA	Allyson Holland (District)	Updates to website have begun. New "button" for residents to notify staff of lights out and irrigation issues. New photo on home page.  Map of District in progress.



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	Website is up to date.				
Comments					
11/12/24	September meeting minutes included in November meeting book.				
Comments	Website is up to date.				
1/28/25	Website is up to date. Improvements to website are underway.				
Comments					
2/24/25	Website is up to date. Improvements are being reviewed and				
Comments	underway.				
3/24/25	Website is up to date. Improvements are being reviewed and underway.				
Comments					
4/29/25	Website is up to date and improvements are in progress.				
Comments					

Goal 1.2	Improve Communication		
Objective Develop strategic messaging and communication materials			
	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	Contract with public relations firm will be brought to Board for
Comments	approval in November.
11/12/24	AMD contract with GSMA is on November meeting agenda.
Comments	
1/28/25	District Joinder to existing agreement between AMD & GSMA is on
Comments	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.
2/24/25	No update since last month.
Comments	
3/24/25	GSMA assisting District as necessary.
Comments	
4/29/25	"Button" added to website for residents to quickly report lights out,
Comments	irrigation issues or other items to District staff. Numerous emails have
	been sent to-date. District Manager meets w/ residents, AMU, HOA's
	etc. and communication has been greatly improving. District includes
	pertinent information in Friday Flash email blasts.

## 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	District Insurance Policy was renewed last week of September.
Comments	
11/12/24	District assets are insured. Staff working on striping, paving, and
Comments	drainage maintenance improvements for current FY.
1/28/25	Roadway and drainage improvements complete in multiple locations.
Comments	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.
2/24/25	Oil Well Road light poles are being added to insurance policy. Striping
Comments	and tree trimming have commenced. Landscaping enhancements will
	be presented to Board in April 2025.
3/24/25	OWR lights added to insurance policy. Striping complete and tree
Comments	trimming ongoing. Landscaping enhancements presented April 1, 2025.

4/29/25	Tree trimming complete. District staff conducting District-wide
<b>Comments</b>	sidewalk inspection. Landscaping enhancements delayed due to
	drought (water restrictions). Davey Tree service is continuing to
	improve despite the drought conditions.

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	ETM will be presenting asset management software at November
Comments	meeting. Staff continues to utilize Cartegraph daily.
11/12/24	ETM presenting at November meeting. Onsite staff training with ETM
Comments	11/12 - 11/14 with ETM.
1/28/25	FY24/25 Contract is in place w/ ETM. Onboarding complete with Bob
Comments	Lee Electric. District staff working with ETM to expand District's
	database.
2/24/25	Staff continues to work with ETM to expand the District's database.
Comments	Staff will work with Davey to onboard new onsite branch manager for
	landscape and irrigation assets.
3/24/25	ETM assisting with numbering lightpoles. Continuing to work with
Comments	Bob Lee Electric to document lightpole issues. Staff added bubble up
	structures to Cartegraph for monthly inspection. Cleaning up District
	drainage infrastructure.
4/29/25	Numbers have been assigned to lightpoles. District staff continues to
Comments	add assets to Cartegraph. Sidewalk inspection documented in
	Cartegraph.

## 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	Manager has begun budget planning calendar.
Comments	
11/12/24	District manager scheduled meeting with developer to discuss
Comments	remaining district infrastructure and future projects on 11/12/24.
1/28/25	Budget calendar was approved by Board on 1/7/25. District manager is
Comments	on track to meet budget calendar planning items.
2/24/25	Budget planning ongoing.
Comments	
3/24/25	Budget and CIP planning ongoing.
Comments	
4/29/25	Budget and CIP planning on going.
Comments	

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	Manager will meet with Reserve Advisors this month to discuss
Comments	changes to finalize the reserve study.
11/12/24	District manager met with Reserve Advisors to discuss changes to
Comments	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	Reserve Advisors sent revised Reserve Study to District Manager on
Comments	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.
2/24/25	First presentation of revised Reserve Study will be discussed with
Comments	Board on 3/4/25.
3/24/25	Reserve funding, including buildout infrastructure, will be discussed
Comments	with Board on 4/1/25.
4/29/25	Reserve funding presented to Board on 4/1/25. Reserve funding will
Comments	be incorporated into FY 25/26 Budget.



# Stewardship Community District

## **MEMORANDUM**

To: Board of Supervisors

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

Date: April 24, 2025

**Board Meeting Date:** May 6, 2025

#### **SUBJECT**

Consider approval of First Amendment to Construction and Maintenance Access Easement Agreement for Avalon Park monument entry feature.

#### STAFF RECOMMENDATION

Staff recommends the Board of Supervisors approve the First Amendment to Construction and Maintenance Access Easement Agreement for the Avalon Park monument entry feature.

#### **GENERAL INFORMATION**

At the March 4, 2025 regular Board meeting, staff informed the Board of Supervisors that Pulte Group (Pulte) is interested in installing a monument entry feature for the Avalon Park community within the District right-of-way on Seton Street. At the April 1, 2025 regular Board meeting, staff updated the Board with the proposed monument dimensions and agreed upon the location, noting that an amendment to the Construction and Maintenance Access Easement Agreement would be brought before the Board in May to incorporate the updated monument plans.

Pulte updated the plans and rendering of the proposed monument entry feature included herein. Staff reviewed the line-of-sight concerns at the Seton St/Battle Creek Way intersection. As previously discussed, Pulte agreed to work with District staff to remove the hedges from the median on Seton Street to increase visibility at this intersection.

District Legal Counsel prepared the First Amendment to the Construction and Maintenance Access Easement Agreement from 2016 that authorizes Pulte to construct a monument entry feature within the District's right-of-way on Seton Street.

#### PROCUREMENT REVIEW

Not applicable.

#### **DISTRICT ENGINEER REVIEW**

The District Engineer has reviewed the First Amendment to the Construction and Maintenance Access Easement Agreement.



# **MEMORANDUM**

### **DISTRICT LEGAL COUNSEL REVIEW**

District Legal Counsel prepared the First Amendment to the Construction and Maintenance Access Easement.

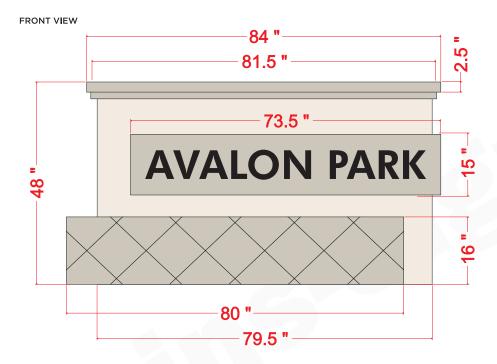
### **FUNDING REVIEW**

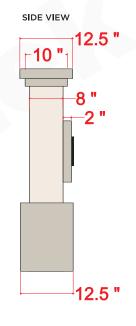
Not applicable.

**Attachments** 

# Pulte Group - 1075 / Polystone Ground Sign SIGN\_OPTION\_A (x1)

INSTALL ADDRESS: Kentucky Way Emerson Park at Ave Maria Ave Maria, FL, 34142





#### (x1) Avalon Park polystone ground sign

4'h x 7'w Single Sided Polystone Monument Wall with Flush Mount 1/2" Acrylic copy to read "Avalon Park". Letters to be painted Black and made inhouse. 2 stage top cap SW7044 (Amazing Grace) as well as the layer surrounding Avalon Park wording. Bottom decorative layer to be SW7044 (Amazing Grace) remainder of the sign should be SW7013 (Ivory Lace)

Uppercase letters to be 10 Concrete Installation \*\*\*\*Footing needs to be verified and TBD\*\*\*\*\*

MONUMENT SIGN TO BE OUTSOURCED TO FUTURE FORM LETTERS TO BE MADE INHOUSE



239.594.8494 lykins-signtek.com

SV#: 208672 - LI#: 1

PROOF FOR: Joseph Poelker CLIENT: Pulte Group - 1075 SALES REP: Chris Weeks DESIGNER: Karina

APPROVED BY: xxx

☐ ROUTING

☐ ASSEMBLY

☐ SAND BLASTING
☐ PURCHASING

XXX

☐ ASM

☐ CARPENTRY ☐ FABRICATION

☐ Q1 ☐ Q1UL

Initial design plus up to 2 revisions are included in our estimates; additional design work will be billed at \$95/hr.

Color disclaimer: colors viewed on a screen or printed document will vary. Finished product colors may also vary slightly from specification due to materials and production processes.





E161649

PAGE 1 OF 1

Upon recording, this instrument should be returned to:

Jonathan T. Johnson, Esq. Hopping, Green, & Sams, P.A. 119 South Monroe Street, Suite 300 (32301) Post Office Box 6526 Tallahassee, FL 32314 (This space reserved for Clerk)

INSTR 5288184 OR 5292 PG 2858 RECORDED 7/11/2016 2:38 PM PAGES 17 DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT COLLIER COUNTY FLORIDA DOC@.70 \$0.70 REC \$146.00

#### CONSTRUCTION AND MAINTENANCE ACCESS EASEMENT AGREEMENT

THIS CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (the "Agreement") is made and entered into effective as of this of day of 2016, 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, whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 ("Grantor") in favor of PULTE HOME CORPORATION, a Michigan corporation, whose address for purposes hereof is 24311 Walden Center Drive #300, Bonita Springs, Florida 34134 ("Grantee") (Grantor and Grantee are sometimes together referred to herein as the "Parties", and separately as the "Party").

#### **WITNESSETH:**

WHEREAS, Grantor is the owner in fee simple of that certain parcel of real property located in Collier County, Florida, being more particularly described as the Project Site in the Site Enhancement Plans attached as <a href="Exhibit">Exhibit "A"</a> attached hereto and by this reference incorporated herein (the "Easement Area"); and

WHEREAS, Grantee intends to construct a certain entry monument located within the Easement Area and install certain landscaping within the Easement Area (collectively, the "Improvements"); and

WHEREAS, Grantor desires to grant to Grantee a non-exclusive construction, operation and maintenance access easement on, upon, over, under, across, and through the Easement Area for the sole purpose of constructing, operating and maintaining the Improvements.

**NOW, THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

- 1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.
- 2. **Construction and Maintenance Easement**. Grantor does hereby grant, bargain, sell and convey to Grantee a perpetual, non-exclusive easement on, upon, over, under, across and

through the Easement Area for access, ingress, egress and to allow Grantee to construct, operate, maintain and replace the Improvements (collectively, the "Easements").

- **Term of Easement**. Grantee shall be permitted to perpetually use the Easements during the period beginning with the date first written above. Grantor acknowledges that so long as the final Improvements constructed within the Easement Area generally conform and are maintained to the types and nature of the Improvements contemplated in the Site Enhancement Plans attached as Exhibit A, that Grantee shall have exercised its rights hereunder in conformity with the terms hereof. Grantee shall use all due care to protect the property of the District, its residents, and landowners from damage. Grantee shall provide for regular maintenance of all Improvements. Should the Grantee desire to remove the Improvements at any time in the future, Grantee shall return the Easement Area to the same condition or better than prior to the Grantee's use of the Easement Area. Subsequent to the completion of the Improvements, should Grantor notify Grantee in writing of any damage resulting from Grantee's construction of the Improvements, Grantee shall be obligated to commence repairing such damage within ten (10) days of its receipt of the notice and shall work diligently to complete such repair in a reasonable time. Grantee further agrees that all work performed within the Easement Area shall be in accordance with state, federal and local law and that Grantee shall obtain any necessary permits or other authorizations prior to commencing any activities within the Easement Area.
- 4. **Insurance and Indemnity**. Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Grantee on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee and Grantor as insureds, as their interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. Grantee hereby agrees to indemnify and hold harmless Grantor from and against any and all liability arising out of Grantee's activities within the Easement Area. Grantee agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of Grantor's limitations on liability as set forth in Section 768.28, Florida Statutes, or other applicable law.
- 5. **Obligations of Grantor and Grantee**. The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. Grantee agrees to leave the Easement Area in a commercially reasonable and acceptable state upon completion of all activities within the Easement Area.

- 6. Beneficiaries of Easement Rights. The Easements set forth in this Agreement shall be for the sole benefit and use of Grantee, its successors and assigns, and Grantee's agents, employees, consultants, representatives, contractors and providers of emergency services and utility services. Grantee shall have the right to assign its rights and obligations under this Easement to a homeowners association created in connection with Grantee's adjacent residential development, which assignment and assumption shall be by recorded instrument executed with the formalities of a deed, and upon the recording of such assignment and assumption, Grantee shall be automatically released from its obligations hereunder.
- 7. Amendments and Waivers. This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Collier County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.
- 8. **Notices**. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) three (3) days after depositing with the United States Postal Service, postage prepaid, (ii) one day after depositing with a nationally recognized overnight courier service, or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.
- 9. Use of Easement Area. It is acknowledged and agreed that the Easements granted under this Agreement are not exclusive easements and that Grantor shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein, and grant others the right to do so.
- 10. Liens. Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of rights hereunder.
- 11. **Effective Date**. The Effective Date of the Agreement shall be the last day that this Agreement is signed by either Party.
- 12. **Miscellaneous**. This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid,

inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Collier County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges and Easements granted and conveyed hereunder shall be a burden upon the Easement Area and shall exist for the benefit of and run with title to the Easement Area.

[Signatures appear on the following pages.]

4

WPBDOCS 8977690 2

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

"GRANTOR"

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

Signed, sealed and delivered in the presence of:

Print Name: Told Widraska	By: Chairman, Board of Super	visors
Alyssa Willson Print Name: Alyssa Willson		
STATE OF FLORIDA ) COUNTY OF COLLIER )		
The foregoing instrument was acknowledged	nowledged before me this 7th	t _ day

CEK-

of AVE MARIA STEWARDSHIP COMMUNITY DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2004-461, Laws of Florida. He/She is

me

, as

, 2016, by NORMAN

known

FRANCES J. WARE

Notary Public - State of Florida

Commission & FF 211793

My Comm. Expires Mar 23, 2019

personally

(Signature of Notary Public)

FRANCES J. WARE

(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: FF 211 193

My Commission Expires: 03 23.19

CHAIRMAN

has

produced

as identification.

in the presence of: PULTE HOME CORPORATION, a Michigan corporation Print Name: STATE OF FLORIDA COUNTY OF Lee The foregoing instrument was acknowledged before me this HOME CORPORATION, a Michigan corporation. He/She is personally known to me or has as identification. produced (Signature of Notary Public) DEANNA FORTIER MY COMMISSION # FF 939855 Deanna Fortier EXPIRES: November 30, 2019 Bonded Thru Notary Public Underwriters (Typed name of Notary Public)

"GRANTEE"

Notary Public, State of Florida

Commission No.: \_\_\_\_\_ My Commission Expires: \_

Signed, sealed and delivered

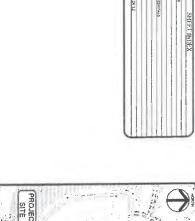
# SITE ENHANCEMENT PLANS FOR

# AVALON PARK AT AVE MARIA ENTRY MONUMENTS

PART OF SECTIONS 33, TOWNSHIP 47 SOUTH, RANGE 29 EAST COLLIER COUNTY, FLORIDA

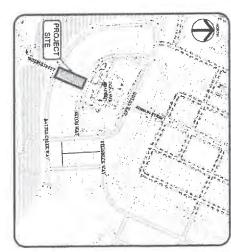


PROJECT



PROJECT SITE MAP

PROJECT LOCATION MAP



PULTE HOME CORPORATION

DEVELOPED BY:

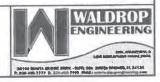
24311 WALDEN CENTER DRIVE #300

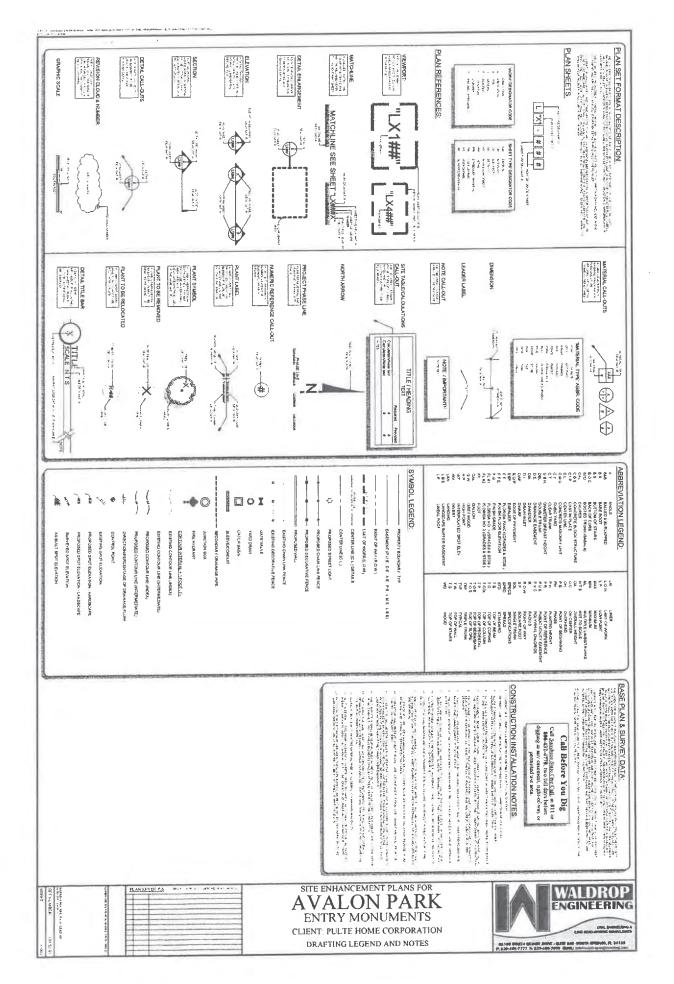
**BONITA SPRINGS, FL 34134** 

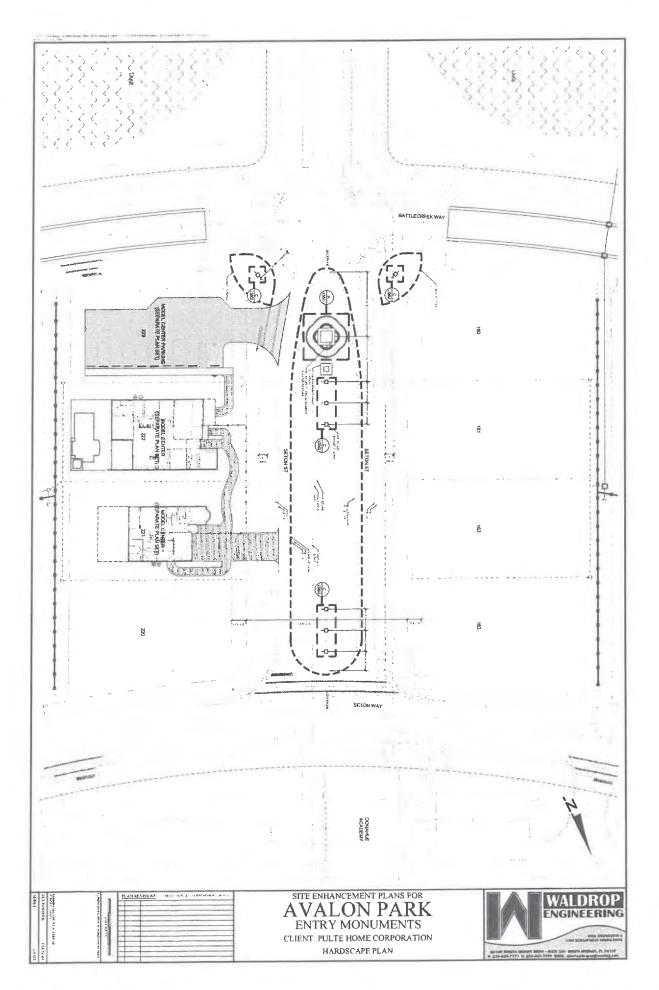
PHONE: (239) 495-4800

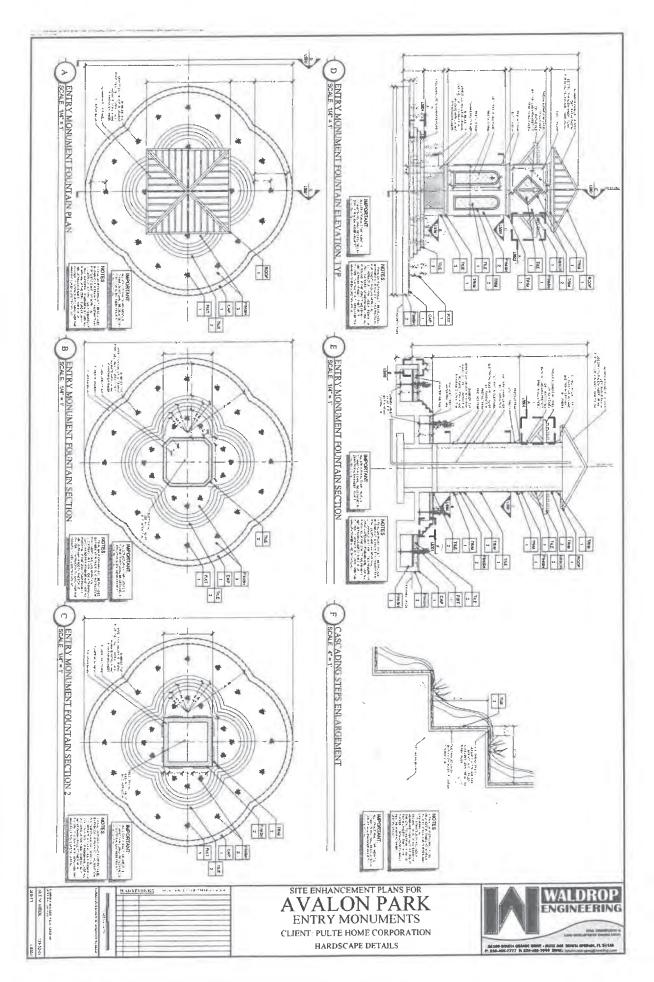
FAX: (239) 495-4898

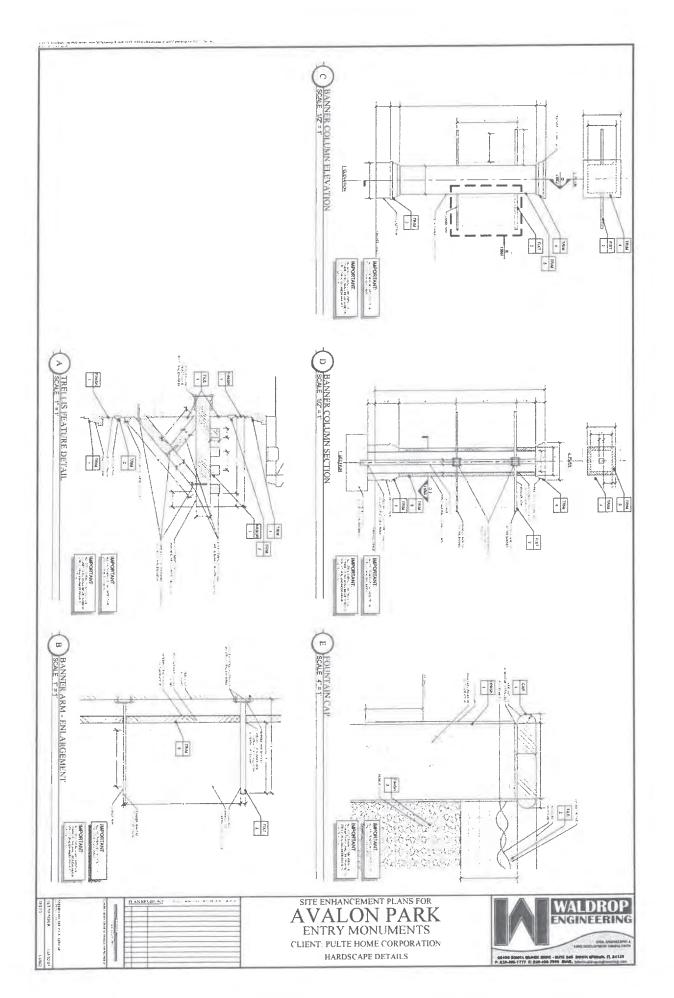
SITE ENHANCEMENT PLANS FOR AVALON PARK ENTRY MONUMENTS CLIENT PULTE HOME CORPORATION COVER SHEET

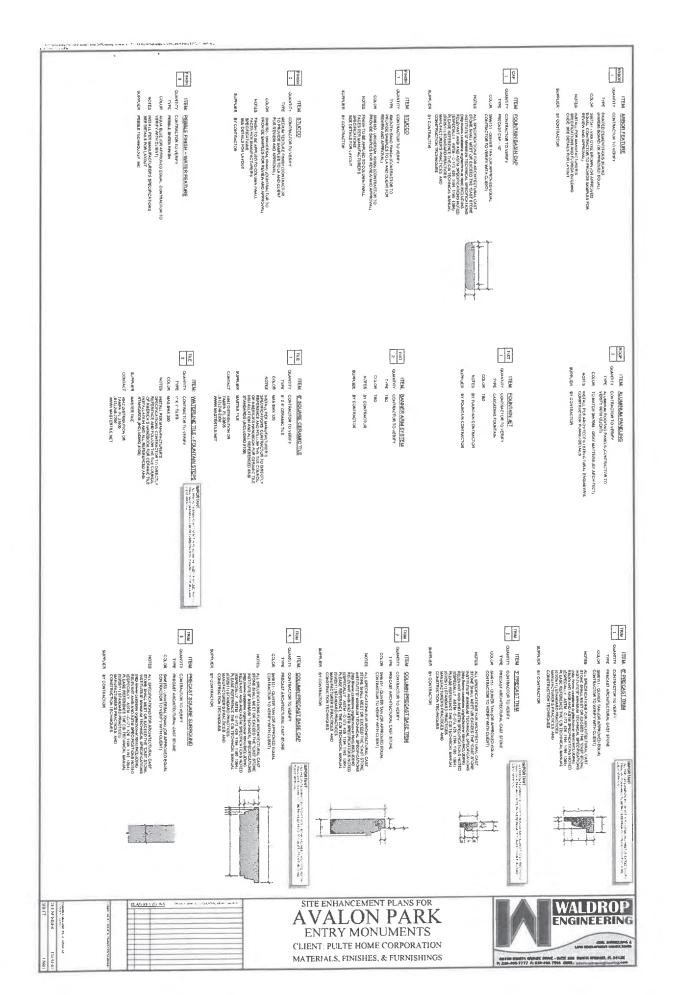


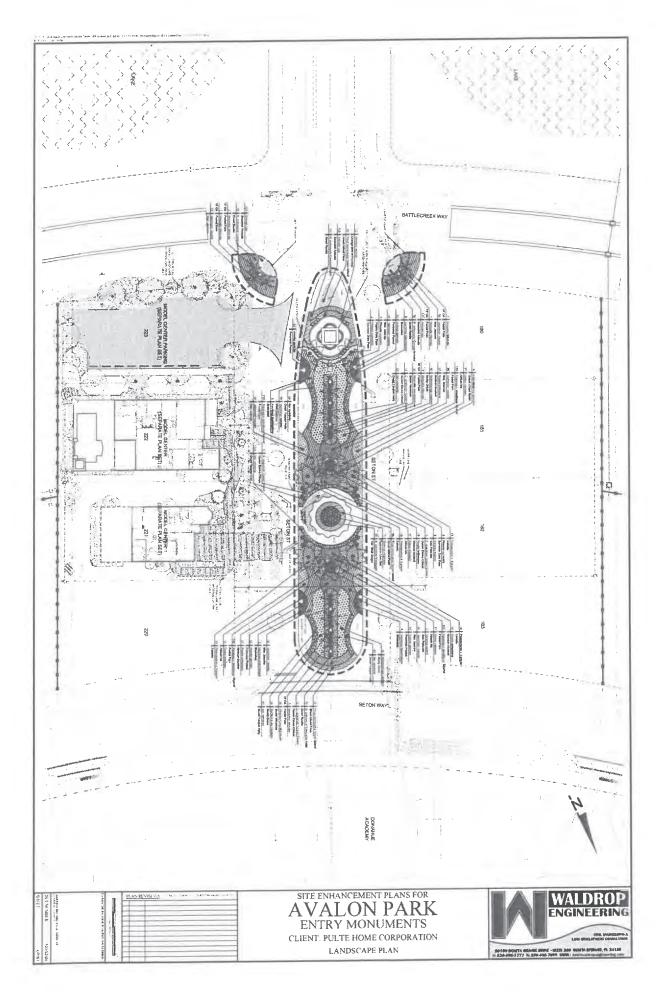


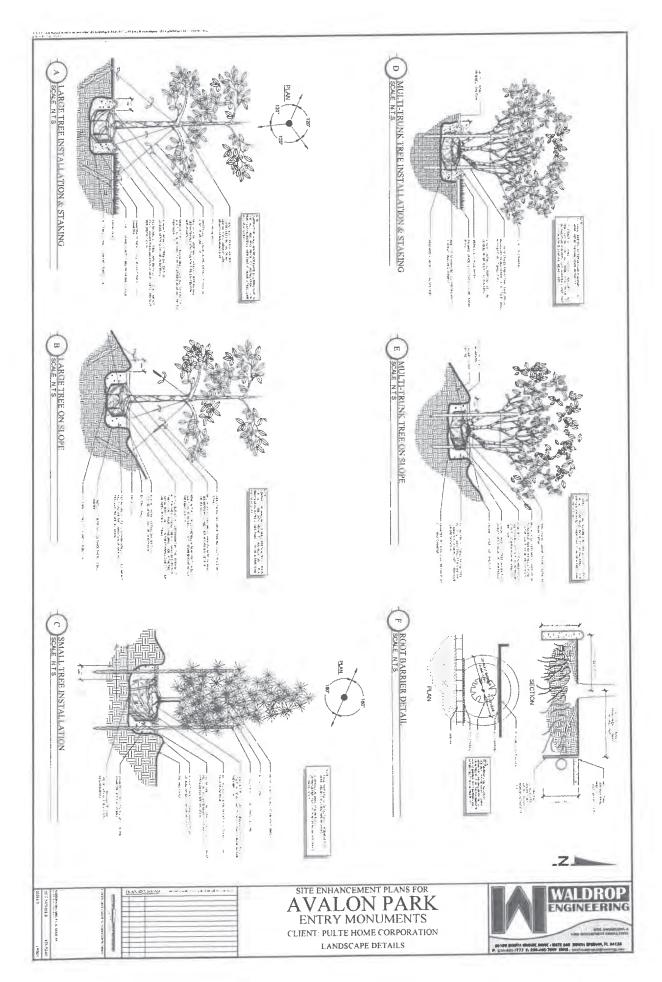


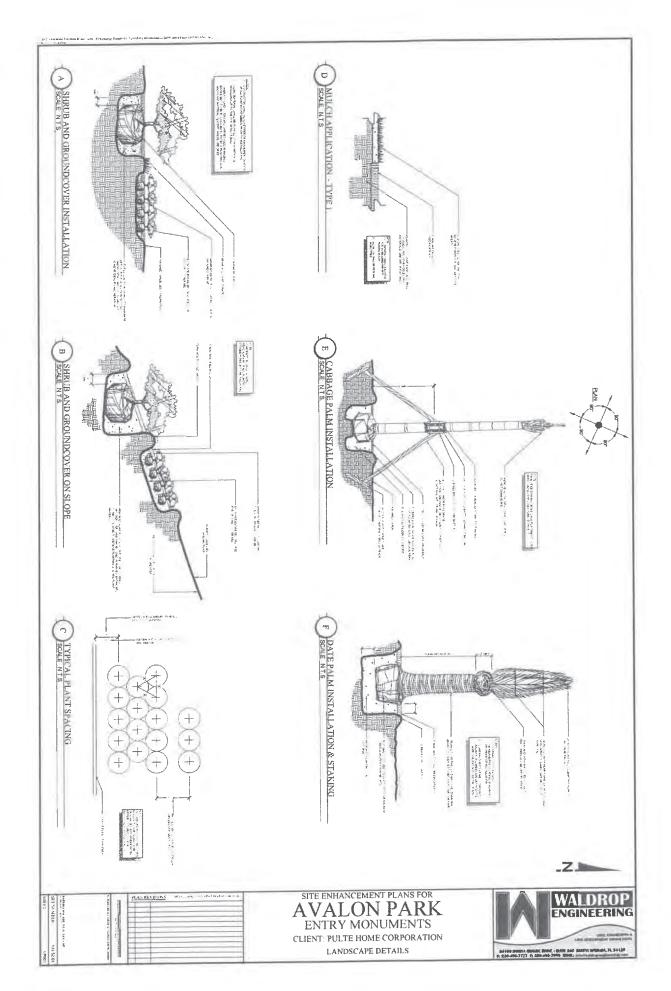


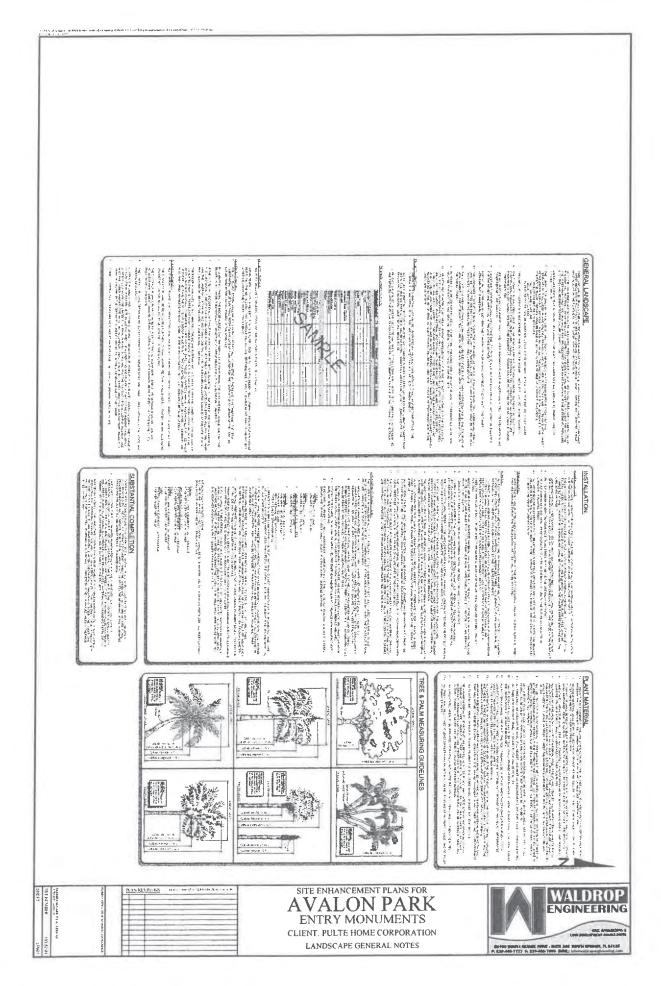












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This instrument was prepared by and upon recording should be returned to:

Alyssa C. Willson, Esq. KUTAK ROCK LLP 107 West College Avenue Tallahassee, Florida 32301

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# FIRST AMENDMENT TO CONSTRUCTION AND MAINTENANCE ACCESS EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO CONSTRUCTION AND MAINTENANCE ACCESS EASEMENT AGREEMENT (the "Amendment") is made and entered into this day of \_\_\_\_\_\_\_, 2025, by and between AVE MARIA STEWARDSHIP COMMUNITY DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2004-461, Laws of Florida, as amended, and located in Collier County, whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 ("Grantor") in favor of PULTE HOME COMPANY, LLC, a Michigan limited liability company, whose address for purposes hereof is 24311 Walden Center Drive, #300, Bonita Springs, Florida 34134 ("Grantee") (Grantor and Grantee are sometimes together referred to herein as the "Parties", and separately as the "Party").

### **WITNESSETH:**

WHEREAS, on July 6, 2016, the Parties previously entered into a *Construction and Maintenance Access Easement Agreement* (the "Easement"), recorded as Instrument 5288184 at Book 5292, Page 2858, of the Official Records of Collier County, Florida, whereby, generally stated, the Grantee granted a construction and maintenance access easement to the Grantor over the Easement Area<sup>1</sup> for the construction and installation of a certain entry monument; and

WHEREAS, pursuant to Section 7 of the Easement, the Parties desire to enter into this Amendment in order to amend the Site Enhancement Plans attached as Exhibit A to the Easement.

**NOW, THEREFORE,** in consideration of the above recitals which the Parties hereby agree are true and correct and are hereby incorporated by reference, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

<sup>&</sup>lt;sup>1</sup> All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Easement.

- 1. **AMENDMENT.** The Parties agree to amend Exhibit A of the Easement with the revised **Exhibit A** attached hereto.
- 2. **CONFLICTS.** The Easement remains in full force and effect except as clarified by this Amendment.
- 3. **AUTHORIZATION.** The execution of this Amendment has been duly authorized by the appropriate body or official of the Grantee and the Grantor; both Parties have complied with all of the requirements of law; and both Parties have full power and authority to comply with the terms and provisions of this instrument.
- 4. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Amendment shall not affect the validity or enforceability of the remaining portions of the Easement, as amended by this Amendment, or any part of this agreement not held to be invalid or unenforceable.
- 5. **COUNTERPARTS.** This Amendment 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 one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed, to be effective as of the day and year first written above.

# "GRANTOR"

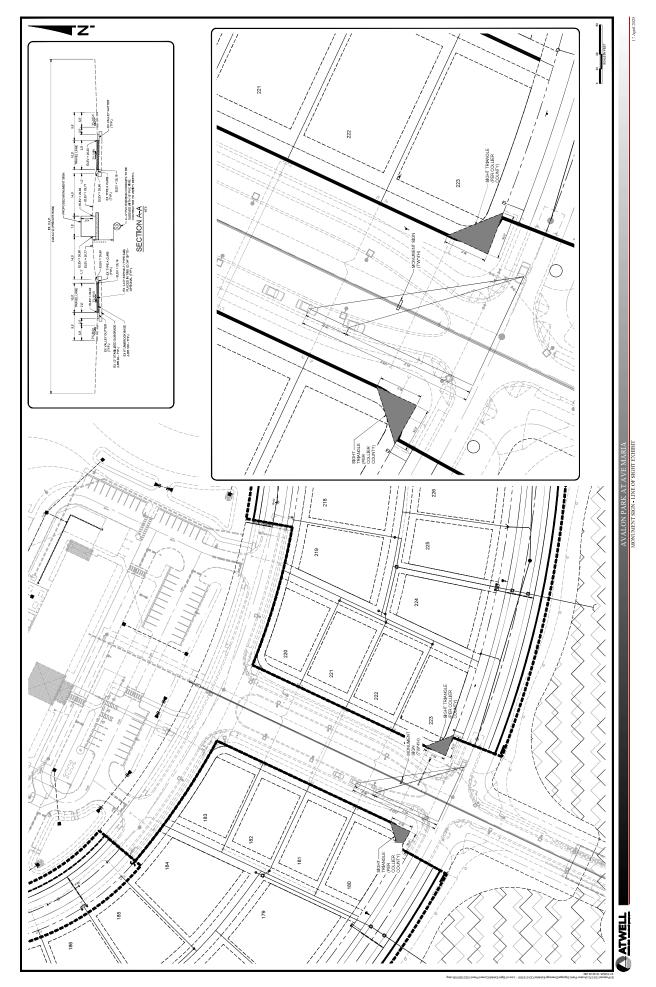
WITNESSES:	AVE MARIA STEWARDSHIP COMMUNITY DISTRICT	
Print Name:Address:	Title: Chairperson, Board of Superv	risors
Print Name:Address:		
STATE OF FLORIDA COUNTY OF	)	
or □ online notarization this the Board of Supervisors for and	as acknowledged before me by means of $\square$ p day of, 2025, by Jay Roth, a on behalf of the Ave Maria Stewardship Comme or [] produced	s Chairperson or nmunity District
NOTARY STAMP:		
	Signature of Notary Public	
	Printed Name of Notary Pub	olic

Signed, sealed and delivered in the presence of:	"GRANTEE"
in the presence of	PULTE HOME COMPANY, LLC, a
WITNESSES:	Michigan limited liability company
	By:
Print Name:	Name:
Address:	Title:
Print Name:	
Address:	
or online notarization this , as	owledged before me by means of   day of, 2025, by for and on behalf of Pulted personally known to me or [] produced
as identifica	ation.
NOTARY STAMP:	
	Signature of Notary Public
	Printed Name of Notary Public

**Exhibit A:** Site Enhancement Plans

### Exhibit A

Site Enhancement Plans





# Stewardship Community District

### **MEMORANDUM**

To: Board of Supervisors

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

Date: April 28, 2025

**Board Meeting Date:** May 6, 2025

### **SUBJECT**

Approval of Agreement with Kimley-Horn and Associates, Inc. for Professional Traffic Engineering Services for the Ave Maria Boulevard Crosswalk Analysis.

### **STAFF RECOMMENDATION**

Staff recommends Approval of Agreement with Kimley-Horn and Associates, Inc. for Professional Traffic Engineering Services for the Ave Maria Boulevard Crosswalk Analysis.

### **GENERAL INFORMATION**

The Ave Maria Stewardship Community District (District) staff has been discussing crosswalk improvements/enhancements with the Board of Supervisors for the past few Board Meetings. At the April 1, 2025 Regular Board Meeting, the Board of Supervisors directed staff to move forward with a crosswalk study for a portion of existing crosswalks on Ave Maria Boulevard.

District staff reached out to local professional traffic engineering firms to discuss the scope of work. Together after review of proposals, the District Manager and District Engineer decided to recommend moving forward with Kimley-Horn and Associates, Inc. (Kimley-Horn) for the proposed Ave Maria Boulevard Crosswalk Analysis. Kimley-Horn is a reputable firm with extensive experience in professional traffic engineering including crosswalk studies throughout Florida Department of Transportation (FDOT) Districts 1, 4, and 6, including the City of Naples, City of Miami, Homestead, Fort Lauderdale, Plantation, and many others. They have served as Traffic Safety Consultants for FDOT Districts 2, 4, and 6.

Kimley-Horn will provide professional services to the District related to analyzing crosswalks to determine the appropriate traffic control as well as provide consistent pedestrian crossing experience throughout the community. Kimley-Horn will analyze the following five (5) crosswalks along Ave Maria Boulevard for possible installation of Rectangular Rapid Flashing Beacons (RRFBs), or other appropriate traffic control:

- 1. Avila Avenue
- 2. Assisi Avenue
- 3. Useppa Drive
- 4. Merrit Lane
- 5. Bellerawalk Boulevard



### **MEMORANDUM**

Kimley-Horn will use crash data analysis, data collection, field reconnaissance, perform a traffic control analysis, and prepare technical memorandum documenting their findings and provide recommendations to make these crosswalks safer for our community.

### **PROCUREMENT REVIEW**

The contract is in accordance with Chapter 2004-461, Laws of Florida and Chapter 287.055, Florida Statutes.

### **DISTRICT ENGINEER REVIEW**

The District Engineer has reviewed the Agreement.

### **DISTRICT LEGAL COUNSEL REVIEW**

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

### **FUNDING REVIEW**

Professional services for the Crosswalk Analysis (\$22,000) will be funded in the FY 2024-2025 Budget under Engineering Services.

Attachments

# ADDENDUM TO PROPOSAL BETWEEN THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ("DISTRICT") AND KIMLEY-HORN AND ASSOCIATES, INC. ("CONSULTANT") FOR PROFESSIONAL TRAFFIC ENGINEERING SERVICES

District:	Ave Maria Stewardship Community District	Consultant:	Kimley-Horn and Associates, Inc.
Mailing Address:	2501A Burns Road Palm Beach Gardens, Florida 33410	Mailing Address:	1514 Broadway, Suite 301 Fort Myers, Florida 33905
Phone:	(561) 630-4922	Phone:	(239) 271-2650

The following provisions govern that Proposal, dated April 23, 2025, submitted by the Consultant, and attached hereto as **Exhibit A** (hereinafter referred to as the "Proposal," and as modified by this Addendum, the "Agreement") for Professional Traffic Engineering Services:

- 1. Compensation shall be as provided in the Proposal. Payment shall be made, and invoices shall be rendered in accordance with Florida's Prompt Payment Act, sections 218.70 through 218.80, *Florida Statutes*. Any increases in price must be approved in writing by the District.
- 2. The Consultant or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
  - a. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
  - b. Commercial General Liability Insurance covering the Consultant legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
  - c. Professional Liability Insurance.
  - d. If any automobiles are to be used on the District's property, Automobile Liability Insurance for bodily injuries in limits of not less than \$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 Consultant of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants, agents, and supervisors shall be named as additional insureds (for all coverages except professional liability insurance and workers' compensation coverage). The Consultant shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

### 3. [INTENTIONALLY OMITTED]

- 4. Consultant shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Consultant's actions or inactions. Consultant shall defend, indemnify, and hold harmless the District and the District's officers, staff, representatives, and agents, from any and all liabilities, damages, claims, losses, costs, or harm of any kind, including, but not limited to, reasonable attorney's fees, paralegal fees and expert witness fees and costs, to the extent caused, wholly or in part, by any acts or omissions of the Consultant and persons employed or utilized by the Consultant in the performance of the Agreement.
- 5. It is understood and agreed that at all times the relationship of Consultant and its employees, agents, successors, assigns or anyone directly or indirectly employed by Consultant to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Consultant or any of its employees, agents, successors, assigns or anyone directly or indirectly employed by Consultant. The parties acknowledge that Consultant is not an employee for

state or federal tax purposes. Consultant shall hire and pay all of Consultant's or its employees, agents, successors, assigns or anyone directly or indirectly employed by Consultant, all of whom shall be employees of Consultant and not employees of the District and at all times entirely under Consultant's supervision, direction, and control. The Consultant agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Consultant, if there are any, in the performance of the Agreement. The Consultant shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Consultant shall have no authority to represent the District as an agent, employee, or in any other capacity.

- 6. In performing its obligations under the Agreement, Consultant and each of its employees, agents, subcontractors, or anyone directly or indirectly employed by Consultant shall comply with, and all services rendered shall comply with, all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. Consultant shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Consultant shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment, and other property.
- 7. Consultant agrees that nothing in the 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 law, 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.
- 8. Consultant understands and agrees that all documents of any kind provided to the District in connection with the Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Allyson Holland ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922; AHOLLAND@SDSINC.ORG; OR 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.

9. The Consultant 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, Consultant 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 Consultant has knowingly violated Section 448.091, *Florida Statutes*.

If the Consultant anticipates entering into agreements with a subcontractor for the Work, Consultant 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. Consultant 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 Consultant has otherwise complied with its obligations hereunder, the District shall promptly notify the Consultant. The Consultant agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Consultant 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.

- 10. The Consultant agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.
- 11. By entering into this Agreement, the Consultant represents that no public employer has terminated a contract with the Consultant under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
- 12. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Proposal, this Addendum controls.
- 13. This Addendum and the Agreement shall be deemed effective as of the date of the full execution of this Addendum.

KIMLEY-HORN AND ASSOCIATES, INC.	AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
By:	Chairperson, Board of Supervisors
Its: Date:	Date:

Exhibit A: Proposal

### **EXHIBIT A**



April 23, 2025

Allyson Holland, P.E. District Manager Ave Maria Stewardship Community District 2501 A Burns Road Palm Beach Gardens, FL 33410

RE: Professional Traffic Engineering Services for Ave Maria

Crosswalk Analysis Ave Maria, Florida

Dear Ms. Holland:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit this Agreement (the "Agreement") to Ave Maria Stewardship Community District, ("the Client") to provide Professional Traffic Engineering Services for the Ave Maria Crosswalk Analysis (the "Project"). The Project Understanding, Scope of Services, and fees are described below.

### **Project Understanding**

Ave Maria currently desires to inventory and analyze marked crosswalks throughout the community to determine the appropriate traffic control for the crosswalks as well as to provide a consistent pedestrian crossing experience throughout the community. Specifically, there are currently four (4) marked crosswalks with Rectangular Rapid Flashing Beacons (RRFBs) installed in the vicinity of the Ave Maria Catholic Church along Annunciation Circle and Ave Maria Boulevard and an additional RRFB near The National Golf and Country Club. Additionally, the Client desires to analyze the following five (5) crosswalks (study locations) along Ave Maria Boulevard for possible installation of RRFBs, or other appropriate traffic control:

- (1) Avila Avenue
- (2) Assisi Avenue
- (3) Useppa Drive
- (4) Merrit Lane
- (5) Bellerawalk Boulevard

### Scope of Services

### TASK 1 – CROSSWALK ANALYSIS

### Task 1.1 – Crash Data Analysis

Kimley-Horn will coordinate with the Client to obtain the latest five (5) years of historical crash data (2020-2024) for the five (5) study locations. Crash reports will be reviewed to verify crash types and identify pedestrian and bicycle crashes. Kimley-Horn will summarize the identified pedestrian and bicycle crashes.



### Task 1.2 - Data Collection

Kimley-Horn will utilize a subconsultant to collect continuous 24-hour vehicle speed data along Ave Maria Boulevard at up to three (3) locations on a typical weekday (Tuesday, Wednesday, or Thursday).

### Task 1.3 - Field Reviews

Kimley-Horn will conduct one (1) daytime field review to observe existing conditions and pedestrian crossing behavior at the five (5) study locations. Kimley-Horn will also conduct one (1) field review to document the existing Rectangular Rapid Flashing Beacons (RRFBs) in the vicinity of the Ave Maria Catholic Church along Annunciation Circle and Ave Maria Boulevard and The National. Information to be documented includes presence of RRFBs, functionality of the RRFB push buttons and flashing beacons, existing signage, type and condition of crosswalk striping, pedestrian utilization of RRFB, motorists' compliance, and length of crossing.

### Task 1.4 - Crosswalk Traffic Control Analysis

Kimley-Horn will utilize the data collected as part of Task 1.2 and criteria outlined in FDOT's *Traffic Engineering Manual* (TEM) – January 2025, Section 5.2 and the Manual on Uniform Traffic Control Devices (MUTCD), 11<sup>th</sup> Edition – December 2023 to provide guidance on the appropriate traffic control for the marked crosswalks (i.e. RRFB, flashing beacons, Pedestrian Hybrid Beacon (PHB), etc.) or other type of traffic calming improvement (i.e. raised crosswalk, raised intersection, etc.).

### Task 1.5 - Documentation

Kimley-Horn will document Tasks 1.1 - 1.4 in a technical memorandum. The memo will include a sketch identifying pedestrian generators, adjacent land uses, existing signage, and proposed improvements (if any). We will address one (1) round of comments from the Client. The draft and final submittals will be in electronic format only.

### Task 1.6 – Meetings/Calls

Kimley-Horn will attend up to three (3) virtual meetings and one (1) in-person meeting with the Client to discuss the study findings and the next steps.

### Information Provided by The Client

The Consultant will be entitled to rely on the completeness and accuracy of all information provided by the Client. The Client shall provide all information requested by the Consultant during the Project, including but not limited to the following:

- Copies of all available information pertinent to services for the Project.
- Prior traffic and/or crosswalk studies, if any.
- Crash data

### **Services Not Included**

Any other services, including but not limited to the following, are not included in this Agreement:

- Preparation of Conceptual/Schematic Plans
- Preparation of Opinions of Probable Cost (OPCs)
- Pedestrian counts



### **Additional Services**

Any services not specifically provided for in the above scope of services will be considered additional services and can be performed upon authorization by the Client. Any services not specifically provided for in the above scope of services will be billed as additional services and performed at our then current hourly rates. Approval will be obtained from the Client prior to initiating any additional services.

### Fees and Expenses

Kimley-Horn will perform the services in Task 1 for the total lump sum labor fee of \$22,000. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen (15%) markup, will be immediately issued to and paid by the Client.

Fees and expenses will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within twenty-five (25) days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

### Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Ave Maria Stewardship Community District.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

 Please email all invoices to	
 Please copy	

If you want us to proceed with the services, please have an authorized person sign this Agreement below. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.



We appreciate the opportunity to perform this service for you. Please contact me if you have any questions at 239-271-2663.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

an M. Rairden, Associate	P.E.	
Attachments:	Request for Information and Standard	Provisions
Agreed to this _	of	, 2025.
	TEWARDSHIP COMMUNITY DISTRIC	
	E:	
ΓITLE:		
DATE:		
Client's Federal	Tax ID:	_
Client's Busines	ss License No.:	_
Client's Street A	Address:	

P:\Collier County\Ave Maria\Crosswalks\Ave Maria Crosswalks - Letter Agreement 04 23 2025.docx



### **Request for Information**

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification							
Full, Legal Name of 0	Client						
Mailing Address for I	nvoices						
Contact for Billing Inc	uiries						
Contact's Phone and	e-mail						
Client is (check one)		Owner		Agent for Owner		Unrelated to Owner	
Property Identification	on						
	Parcel 1	F	Parcel	2	Parcel 3	Parcel 4	
Street Address							
County in which Property is Located							
Tax Assessor's							
Number(s)							
Dranarty Owner Iden	tification						
Property Owner Iden	Owner 1		Owner	2	Owner 3	Owner 4	
Owner(s) Name	Owner		JWIICI_		OWITEI 3	OWINE! 4	
Owner(s) Mailing Address							
Owner's Phone No.							
Owner of Which Parcel #?							
Project Funding Iden	tification –	List Fundir	ng Soı	urces for t	he Project		
<del>-</del>			-				
_							

Attach additional sheets if there are more than 4 parcels or more than 4 owners

# KIMLEY-HORN AND ASSOCIATES, INC. STANDARD PROVISIONS

- 1) Kimley-Horn's Scope of Services and Additional Services. Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) Client's Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:
  - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
  - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
  - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
  - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
  - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
  - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
  - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- Period of Services. Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
  - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
  - b. The Client will remit all payments electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.

Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104

Account Number: 2073089159554

ABA#: 121000248

- c. The Client will send the project number, invoice number and other remittance information by e-mail to <a href="mailto:payments@kimley-horn.com">payments@kimley-horn.com</a> at the time of payment.
- d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
- e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
- f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words Rev 07/2024

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- intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) Use of Deliverables. All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- Intellectual Property. Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <a href="https://www.kimley-horn.com/khts-software-license-agreement">https://www.kimley-horn.com/khts-software-license-agreement</a> ("the License Agreement") which terms are incorporated herein by reference.
- Opinions of Cost. Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) Standard of Care. The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This

Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) Construction Costs. Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) Certifications. All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.
- 15) Hazardous Substances and Conditions. Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.

### 16) Construction Phase Services.

- a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
- b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
- c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its

- services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- (20) PURSUANT TO FS 558.0035, EMPLOYEES OF KIMLEY-HORN MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.



# Stewardship Community District

### **MEMORANDUM**

To: Board of Supervisors

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

Date: April 28, 2025

**Board Meeting Date:** May 6, 2025

### **SUBJECT**

Receive presentation from Stantec Consulting Services, Inc. regarding updates to the irrigation rate structures for the Master Irrigation Utility and authorize District staff to commence preparation of items needed to schedule a public hearing.

### STAFF RECOMMENDATION

Staff recommends the Board of Supervisors receive the presentation from Stantec Consulting Services, Inc. regarding updates to the irrigation rate structures for the Master Irrigation Utility and authorize District staff to commence preparation of items needed to schedule a public hearing.

### **GENERAL INFORMATION**

The Board of Supervisor's approved a contract with Stantec Consulting Services, Inc. (Stantec) at the November 11, 2024 Regular Board Meeting to provide support services to the Ave Maria Stewardship Community District (District) related to evaluating updates to the irrigation rate structures for the Master Irrigation Utility.

At the May 6, 2025 meeting, Stantec will be presenting the proposed updates to the irrigation rate structures and reviewing proposed rate changes. Ultimately, the Board of Supervisors must approve any changes in Master Utility rates in accordance with the requirements of Chapter 2004-461, Laws of Florida which will include setting and holding a public hearing on updates to the rates in conjunction with the District's proposed budget adoption process.

### PROCUREMENT REVIEW

Not applicable.

### **DISTRICT ENGINEER REVIEW**

Not applicable.



### **MEMORANDUM**

#### **DISTRICT LEGAL COUNSEL REVIEW**

The District Legal Counsel has reviewed and approved the presentation for legal form and sufficiency and advised as to additional actions required to implement modifications to District rates.

#### **FUNDING REVIEW**

Not applicable.

Attachments



# **AMSCD Irrigation Rate Analysis**

April 22, 2025



## Rate Analysis Background & Process

Last usage rate increase in 2021; CPI increased 28%

Revise base charges to ensure cost-based revenue recovery (base facility charges have never been adjusted)

Analyze each rate class based on detailed billing data

Determine average usage

Adjust tier thresholds and price multipliers based on current demands

### State Legislation (Ch. 2004-461, House Bill No. 1625)

#### An act relating to the Ave Maria Stewardship Community District, Collier County

- (c) Such rates, fees, rentals, and charges shall be just and equitable and uniform for users of the same class, and when appropriate may be based or computed either upon the amount of service furnished, upon the number of average number of persons residing or working in or otherwise occupying the premises served, or upon any other factor affecting the use of the facilities furnished, or upon any combination of the foregoing factors, as may be determined by the board on an equitable basis.
- (d) The rates, fees, rentals, or other charges prescribed shall be such as will produce revenues, together with any other assessments, taxes, revenues, or funds available or pledged for such purpose, at least sufficient to provide for the items hereinafter listed, but not necessarily in the order stated:
  - 1. To provide for all expenses of operation and maintenance of such facility or service;
  - 2. To pay when due all bonds and interest thereon for the payment of which such revenues are, or shall have been, pledged or encumbered, including reserves for such purpose; and
  - 3. To provide for any other funds which may be required under the resolution or resolutions authorizing the issuance of bonds pursuant to this Act.

# Moving Rates Towards Full Cost-Recovery

### Current

FY24 Billing Data Revenue			
Base	\$307,483	21%	
Usage	\$1,174,951	79%	
Total	\$1,482,434	100%	



#### **Proposed**

Cost-Recovery			
Base	\$658,551	33%	
Usage	\$1,337,058	67%	
Total	\$1,995,609	100%	

#### Full Cost

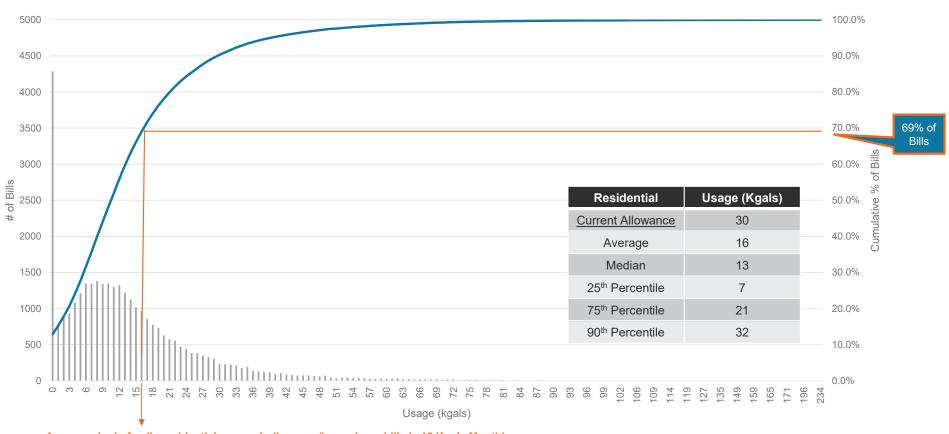
		FISCAL YEAR 2024/2025		11	B		Hones &	
- Landing to All &				Base % Usage %		Base \$		Usage \$
EXPENDITURES								
Management Fee	\$	250,247	100%	0%	\$	250,247	\$	-
Electricity	\$	259,394	0%	100%	\$		\$	259,394
Labor & Benefits	\$	590,163	0%	100%	\$	-	\$	590,163
Chemicals	\$	1,500	0%	100%	\$	- 5	\$	1,500
Repairs & Maintenance	\$	167,565	0%	100%	\$		\$	167,565
Testing	\$	1,500	0%	100%	\$		\$	1,500
Meter Purchase	\$	225,620	100%	0%	\$	225,620	\$	*
Meter Installation	\$	9,971	100%	0%	\$	9,971	\$	- 1
Other Direct Costs	\$	216,330	0%	100%	\$		\$	216,330
Administration Fee	\$	12,000	100%	0%	\$	12,000	\$	*)
AMUC Bulk Water Charge	\$	420,129	0%	100%	\$	- 6	\$	420,129
Capital Costs	\$	321,000	100%	0%	\$	321,000	\$	(*)
Total Expenditures	\$	2,475,419			\$	818,838	\$	1,656,581
						33%		67%

# Scaled Base Charges by Meter Size

Meter Size	<u>Current<sup>1</sup></u>	Residential	Commercial - Tier 1	Commercial - Tier 2	Commercial - Tier 3	General - Tier 1	General - Tier 2	General - Tier 3
1"	\$8.60	\$ 13.58	\$ 13.58	\$ 13.58	\$ 13.58	\$ 13.58	\$ 13.58	\$ 13.58
1 1/2"	\$8.60		\$ 40.23	\$ 40.23	\$ 40.23	\$ 40.23	\$ 40.23	\$ 40.23
2"	\$8.60		\$ 50.60	\$ 50.60	\$ 50.60	\$ 50.60	\$ 50.60	\$ 50.60
3"	\$8.60		\$ 160.43	\$ 160.43	\$ 160.43	\$ 160.43	\$ 160.43	\$ 160.43
4"	\$8.60	N/A	\$ 308.53	\$ 308.53	\$ 308.53	\$ 308.53	\$ 308.53	\$ 308.53
6"	\$8.60		\$ 617.06	\$ 617.06	\$ 617.06	\$ 617.06	\$ 617.06	\$ 617.06
8"	\$8.60		\$ 863.88	\$ 863.88	\$ 863.88	\$ 863.88	\$ 863.88	\$ 863.88
10"	\$8.60		\$ 1,357.52	\$ 1,357.52	\$ 1,357.52	\$ 1,357.52	\$ 1,357.52	\$ 1,357.52

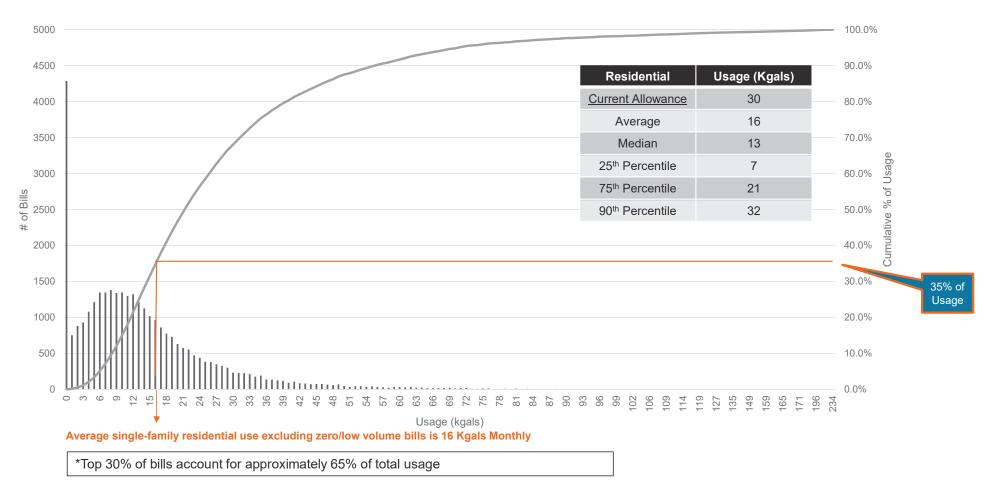
<sup>&</sup>lt;sup>1</sup> All residential customers have 1" meters

## Residential Irrigation Usage Distribution ( $\frac{\%}{\%}$ of Bills)



Average single-family residential use excluding zero/low volume bills is 16 Kgals Monthly

### Residential Irrigation Usage Distribution ( $\frac{\% \text{ of Usage}}{\%}$ )



### **<u>Current</u>** & <u>Proposed</u> Residential 1" Meter Monthly Rates

Irrigation Water Rates	<u>Current</u>		<u>Propo</u>	o <mark>sed</mark>
Monthly Base Charge	\$8.60		\$13.58	
	<u>Tier Threshold</u>	Volumetric Charge	<u>Tier Threshold</u>	Volumetric Charge
Volumetric Rate per	0 – 30,000 gals.	\$0.81	0 – 16,000 gals.	\$0.73
1,000 Gallons	30,000 – 60,000 gals.	\$1.42	16,000 - 32,000 gals.	\$1.45
	60,000 + gals	\$1.85	32,000 + gals.	\$2.90

### Single-Family Residential Monthly Bill Impacts (1")

Usage (kgal)	Total Current Bill	Total Proposed Bill	\$ Change*	% Change	Cumulative % of Bills Issued
0	\$ 8.60	\$ 13.58	\$ 4.98	57.9%	12.9%
5	\$ 12.65	\$ 17.23	\$ 4.58	36.2%	27.6%
10	\$ 16.70	\$ 20.88	\$ 4.18	25.0%	48.0%
15	\$ 20.75	\$ 24.53	\$ 3.78	18.2%	66.1%
20	\$ 24.80	\$ 31.06	\$ 6.26	25.2%	78.1%
25	\$ 28.85	\$ 38.31	\$ 9.46	32.8%	85.4%
30	\$ 32.90	\$ 45.56	\$ 12.66	38.5%	90.2%
50	\$ 61.30	\$ 100.66	\$ 39.36	64.2%	97.5%
100	\$ 149.50	\$ 245.66	\$ 96.16	64.3%	99.8%

\*Most customers will see an average increase of about \$5

### General Tier 1 Monthly Bill Impacts (2")

Usage (kgal)	Total Current Bill	Total Proposed Bill	\$ Change*	% Change	Cumulative % of Bills Issued
0	\$ 8.60	\$ 50.60	\$ 42.00	488.4%	18.2%
10	\$ 16.70	\$ 57.90	\$ 41.20	246.7%	28.1%
20	\$ 24.80	\$ 65.20	\$ 40.40	162.9%	43.1%
30	\$ 32.90	\$ 72.50	\$ 39.60	120.4%	55.9%
40	\$ 47.10	\$ 87.00	\$ 39.90	84.7%	65.2%
50	\$ 61.30	\$ 101.50	\$ 40.20	65.6%	72.0%
100	\$ 149.50	\$ 232.00	\$ 82.50	55.2%	91.3%
150	\$ 242.00	\$ 377.00	\$ 135.00	55.8%	96.8%
200	\$ 334.50	\$ 522.00	\$ 187.50	56.1%	97.9%

\*Most customers will see an average increase of about \$40

### **Commercial Bulk Monthly Bill Impacts**

	Customer	Usage (kgal)	Meter Size	Total Current Bill	Total Proposed Bill*	\$ Change	% Change
_	AMSCD	669	1 1/2"	\$ 550.49	\$ 528.60	\$ (21.89)	-4.0%
Tier	Manufacturing Facility	470	2"	\$ 389.30	\$ 393.70	\$ 4.40	1.1%
	НОА	442	4"	\$ 366.62	\$ 631.19	\$ 264.57	72.2%
2	Condo Assoc.	280	2"	\$ 235.40	\$ 255.00	\$ 19.60	8.3%
Tier 2	HOA	1,311	4"	\$ 1,070.51	\$ 1,265.56	\$ 195.05	18.2%
	University	787	6"	\$ 646.07	\$ 1,191.57	\$ 545.50	84.4%
	AMSCD	333	2"	\$ 278.33	\$ 293.69	\$ 15.36	5.5%
ier 3	Community Assoc.	404	6"	\$ 335.84	\$ 911.98	\$ 576.14	171.6%
	НОА	4,072	2"	\$ 3,306.92	\$ 3,023.16	\$ (283.76)	-8.6%

### FY 2025 Residential 1" Irrigation Bill Comparison at 16,000 Gallons per Month

Port Charlotte (Charlotte County)	\$213.01
Venice	\$186.38
Sarasota County	\$175.78
City of Sarasota	\$174.60
Palmetto	\$167.61
Marco Island	\$161.71
North Fort Myers Utility, Inc.	\$143.04
Lee County	\$134.13
Fort Myers	\$120.49
North Port	\$111.44
Punta Gorda	\$94.96
Bonita Springs (RCS Irrigation)	\$77.26
Naples	\$61.39
Collier County	\$52.17
West Villages Improvement District	\$25.26
Ave Maria Stewardship Community District (Proposed)	\$25.19
Ave Maria Stewardship Community District (Current)	\$21.56
Bradenton	\$20. <mark>9</mark> 4
Cape Coral	<mark>\$9</mark> .50

### Recommended Rate Structure Modifications

Base Charges  Adjust base facility charges to enhance revenue stability & fixed cost recovery & scale by meter size

. Tier Sizing Update residential tiers to reflect current demand patterns

Tier Pricing

Adjust pricing of usage charges for all customers

Future Rate Indexing

 Index rates going forward based upon the year-over-year change in W&S CPI or 4%, whichever is greater



### **Questions & Discussion**

Andrew Burnham Vice President andrew.burnham@stantec.com



#### **MEMORANDUM**

To: Board of Supervisors

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

Date: April 24, 2025

**Board Meeting Date:** May 6, 2025

#### **SUBJECT**

Consider approval of Interlocal Agreement for Operation and Maintenance between Collier County Board of County Commissioners and Ave Maria Stewardship Community District.

#### STAFF RECOMMENDATION

Staff recommends the Board of Supervisors approve the Interlocal Agreement for Operation and Maintenance between Collier County Board of County Commissioners and Ave Maria Stewardship Community District.

#### **GENERAL INFORMATION**

The Ave Maria Stewardship Community District (District) permitted and recently installed street lights within the public right-of-way along Oil Well Road approaching the entrance to Ave Maria at Ave Maria Boulevard. Per the Collier County Right-of-Way Permit, the District is obligated to maintain the street lights. Legal Counsel prepared the Interlocal Agreement for Operation and Maintenance between the Collier County Board of County Commissioners and the District in order for the District to assume its obligations to provide maintenance services to the street lights in the public right-of-way. Generally, a Right-of-Way permit is required for any work in the public right-of-way in Collier County. The Interlocal Agreement essentially authorizes the District to perform work in the right-of-way associated with the Oil Well Road streets lights. It should be noted that Collier County typically maintains street lights in the right-of-way and they may take over maintenance responsibilities in the future if and when more street lights are added along Oil Well Road within the vicinity of Ave Maria.

#### PROCUREMENT REVIEW

Not applicable.

#### **DISTRICT ENGINEER REVIEW**

The District Engineer has reviewed and approved the Interlocal Agreement for Operation and Maintenance.



### **MEMORANDUM**

#### **DISTRICT LEGAL COUNSEL REVIEW**

District Legal Counsel reviewed and approved the Interlocal Agreement for Operation and Maintenance for legal form and sufficiency.

#### **FUNDING REVIEW**

The street lights are under warranty for one-year (1/15/25 - 1/15/26). After the warranty period is over, funding for the street lights will be included in the Operations and Maintenance Budget. It should be noted that the streets lights have been added to the District's insurance policy.

This instrument was prepared by:

Alyssa Willson, Esq. Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301

### INTERLOCAL AGREEMENT FOR OPERATION AND MAINTENANCE

This Interlocal Agreement for Operation and Maintenance ("Agreement") is entered into by and between THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AS THE GOVERNING BODY OF COLLIER COUNTY, a political subdivision of the State of Florida ("County") and AVE MARIA STEWARDSHIP COMMUNITY DISTRICT, a local unit of special purpose government established pursuant to Chapter 2004-461, Laws of Florida ("District").

#### WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" ("Cooperation Act"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the County has approved that certain Right-of-Way Permit Number: PRROW2022084185301 (the "Permit"), a copy of which is attached hereto and made a part hereof as Exhibit A, to allow the District to install street lighting within the public right-of-way along Oil Well Road and turn-lanes on Oil Well Road approaching the entrance to Ave Maria at Ave Maria Boulevard, as depicted on the as-built plans attached hereto and made a part hereof as Exhibit B (the "Street Lights"); and

WHEREAS, the County has advised the District that it is the current entity obligated to maintain the Street Lights; and

**WHEREAS**, the County and District desire to enter into this Agreement in order for the District to assume its obligations to provide maintenance services to the Street Lights.

**NOW, THEREFORE**, in consideration of the mutual promises and other consideration contained herein, the parties hereto agree as follows:

1. Operation and Maintenance Responsibilities. At the District's sole cost and expense, the District shall have the right and obligation to operate, maintain, repair and replace the Street Lights. This Agreement is intended to expressly authorize and require the District to operate, maintain, repair and replace the Street Lights, including among others those outside the District's boundaries, pursuant to Chapter 2004-461, Laws of Florida, Section 4., (9), subsection (h). Absent further action by the County, the County shall have no obligations whatsoever with respect to the Street Lights. This Agreement further grants to the District and its contractors the right to enter the lands that are subject to this Agreement,

for those purposes described in this Agreement, and the District and its contractors hereby agree to comply with all applicable laws, rules, and regulations.

- 2. <u>Execution in Counterparts</u>. This Agreement may be simultaneously executed in counterparts, each which shall be an original and all of which shall constitute but one and the same instrument.
- 3. <u>Limitation on Governmental Liability</u>. Nothing in this Agreement shall be deemed a waiver of the limits of liability of either the County or the District set forth in Section 768.28, *Florida Statutes*, as amended or other statute. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

No covenant, stipulation, obligation or agreement contained in this Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the County or the District in its, his or her individual capacity, and neither the members of the governing body of the County or the District nor any official executing this Agreement shall be liable personally or shall be subject to any accountability for reason of the execution by the County or the District of this Agreement or any related act.

4. <u>Notices</u>. Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party or parties shall have been specified by written notice to the other party delivered in accordance herewith.

If to the County:

Board of County Commissioners

Collier County, Florida Attn: County Manager 3299 East Tamiami Trail Naples, Florida 34112

If to the District: Ave Maria Stewardship Community District

Special District Services, Inc.

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

5. <u>Governing Law and Venue</u>. This Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or



law, with respect to the enforcement or interpretation of this Agreement, venue shall be solely in Collier County, Florida.

- 6. Assignment and Binding Effect. No assignment, delegation, transfer or novation of this Agreement or any part hereof shall be made unless approved in writing and signed by the parties to this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the County, the District, and their respective successors and assigns.
- 7. <u>Amendments</u>. No modification, addendum or amendments of any kind whatsoever may be made to this Agreement unless in written consent and signed by both parties.
- 8. <u>Filing</u>. After approval of this Agreement by the respective governing bodies of the County and this District, and its execution by the duly qualified and authorized officers of each of the parties, the District shall cause this Agreement to be filed with the Clerk of the Circuit Court, in accordance with the requirements of Section 163.01(11), Florida Statutes.
- 9. <u>Entire Agreement</u>. This instrument and its exhibits constitute the entire agreement between the parties and supersede all previous discussions, understandings and agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment, except changes in Chapter 189, amendments to Chapter 2004-461, Laws of Florida, or any other Florida Law shall automatically amend this agreement.
- 10. <u>Effective Date</u>. This Agreement shall become effective after its execution by the authorized representatives of both parties and upon the date of its filing with the Clerk of the Circuit Court. This Agreement shall also be recorded in the public records of the County to become a part of the title history of properties in the District.

[SIGNATURES ON THE NEXT PAGE]



**IN WITNESS WHEREOF**, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on this date and year first above written.

ATTEST:	BOARD OF COUNTY COMMISSIONERS, COLLIER COUNTY
CRYSTAL K. KINZEL, CLERK	
	Ву:
	Burt L. Saunders, Chairman
, DEPUTY CLERK	
Approved for form and legality:	
Jeffrey A. Klatzkow, County Attorney	

#### SIGNATURE PAGE TO INTERLOCAL AGREEMENT

### AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

	Ву:
	Name: Jay Roth
	Title: Chairperson, Board of Supervisors
WITNESSES:	Address: 2501A Burns Road
	Palm Beach Gardens, Florida 33410
)	
Name:	
Title:	
Address:	
Name:	
Title:	
Address:	
STATE OF FLORIDA	
COUNTY OF	
COUNTY OF	
The foregoing instrument was acknown	wledged before me by means of □ physical presence or □ online
	p Community District, on its behalf. He [] is personally known to
	as identification.
	as identification.
	Notary Public, State of Florida



#### **EXHIBIT A**

Right-of-Way Permit Number: PRROW2022084185301



#### **EXHIBIT B**

Street Lights





Date Approved: May 18, 2023 Right-of-Way Permit Number: PRROW2022084185301

Building Permit Number: N/A SDP/AR/PSP Number: N/A

Project Name: Installation of street lighting at the intersection of Ave Maria Blvd and Oil Well Road and turn-lanes on Oil Well

Road.

Project Address: Intersection of Ave Maria Blvd and Oil Well Road in Collier County, FL

Subdivision: Lot: Tract:

Folio No: 22648010322671001801227000100 Section: 9 Township: 48 Range: 29

Type of Construction: ROW Commercial

**Detail:** Installation of street lighting at the intersection of Ave Maria Blvd and Oil Well Road and turn-lanes on Oil

Well Road.

REV1: Changes to approved plans such as type of lights and quantity of lights

On Oil Well RD

THIS PERMIT IS VALID FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF ISSUANCE.

Please refer to Collier County Portal for issuance and expiration dates.

#### **Property Owner:**

AVE MARIA DEVELOPMENT 2600 GOLDEN GATE PARKWAY NAPLES, FL 34105

Telephone Number: (239) 262-2600 / (239) 825-6951

Applicant: Marquita King

Trebilcock Consulting Solutions, PA,

2800 Davis Blvd, Suite 200

Naples, FL 34104

Telephone Number: (239) 566-9551

#### Agent:

Trebilcock Consulting Solutions, PA, 2800 Davis Blvd, Suite 200 Naples, FL 34104

Telephone Number: (239) 566-9551 / (239) 248-3883

- 1. Work shall be performed in accordance with approved plan, stipulations specified as part of this permit and in accordance with Collier County Ordinance # 09-19 and the "Public Right-of-Way Construction Standards Handbook," latest edition.
- 2. Applicant declares that prior to filing this application he has ascertained the location of all existing utilities, both aerial and underground. Any changes to any utility shall be the responsibility of the Permittee for all cost.
- 3. If right-of-way permit is issued in conjunction with a residential building permit, the right-of-way permit expires upon completion of the residential
- 4. If the application is made by any person or firm other than the owner of the property involved, a written consent from the property owner shall be required prior to processing of the application.
- 5. Transportation Services Division approval does not exempt the permittee from gaining approval from any State, Federal or Local Agencies having jurisdiction over the proposed work.
- 6. This permit is contingent upon Permittee obtaining necessary rights of entry for construction and maintenance where required right-of-way for public use has not been dedicated and accepted by Collier County.

#### APPROVED BY: ARH

Condition: All other applicable state or federal permits must be obtained before commencement of the development.

Condition: Inspection Hold - > Revision Inspection Hold. This condition will be resolved once the revision has been issued.

Condition: Stipulation - The required inspections shall be scheduled through the CityView Portal. You must be signed in as a registered user to schedule an inspection.

Condition: Stipulation - Before commencement of any excavation, the existing underground utilities in the area affected by the work must be marked by Sunshine One Call, in accordance with State Statute Chapter 556 "Underground Facility Damage Prevention and Safety", after proper notification to them by either calling 811 in Florida or toll free at 1-800-432-4770. Visit www.callsunshine.com for more information. Before commencing excavation for the work, potholing of all potential conflicts must be performed.

Condition: Stipulation - Sunshine 811 Damage Prevention Guide: Chapter 556, F.S., sets a tolerance zone that extends 24 inches from the outer edge of each side of an underground facility. Locate marks show the approximate location of an underground facility. To be sure where that facility is located, you must expose it using a method below:Hand digging at an angle toward the facilityPot holingSoft diggingVacuum excavation methodsOther similar proceduresExposing the facility lets you see the facility size and the clearance you need to maintain during excavation. Digging within the tolerance zone requires special precaution and using mechanized equipment requires a spotter. Within existing pavement, soft digging will be required after removal of pavement associated with a permitted open-cut.

Condition: CO Hold - As Built Drawings are required prior to final inspection for all Commercial ROW permits. The as-built drawings may be submitted through the CityView Portal Conditions Tab - click "Browse" to upload the documents. You must be signed into the CityView Portal as a registered user to upload the document.

Condition: Stipulation - The lights will be installed, operated and maintained by the Ave Maria Development.

Condition: Stipulation - All sign related work to be coordinated with Felix Burgos, 239-253-3160, to maintain integrity of our Sign asset database. Contractor to follow Traffic Operations Signing and Pavement Markings Special Provision details which indicate using a 2.5" x 2.5" galvanized metal square tubular sign post.

Condition: Informational - The "Ave Maria" guide signs were replaced 11/05/2020 and are still in good shape. They don't appear to require replacement per Collier County staff.

Condition: CO Hold - > CO Hold for Revision<

Condition: Informational - To Extend a ROW Permit upload ROW Application and check Extension Box. Follow link to locate Right-of-Way Form;

https://www.colliercountyfl.gov/home/showpublisheddocument/54469/637169203883770000

Please call 239-252-3726 to schedule inspections listed below.

Please plan accordingly when scheduling inspections and schedule well in advance of when needed or permit expiration dates.

830 - 72 Hr Notice of (1st) Proceeding with Work

800 - Right-Of-Way Final Inspections

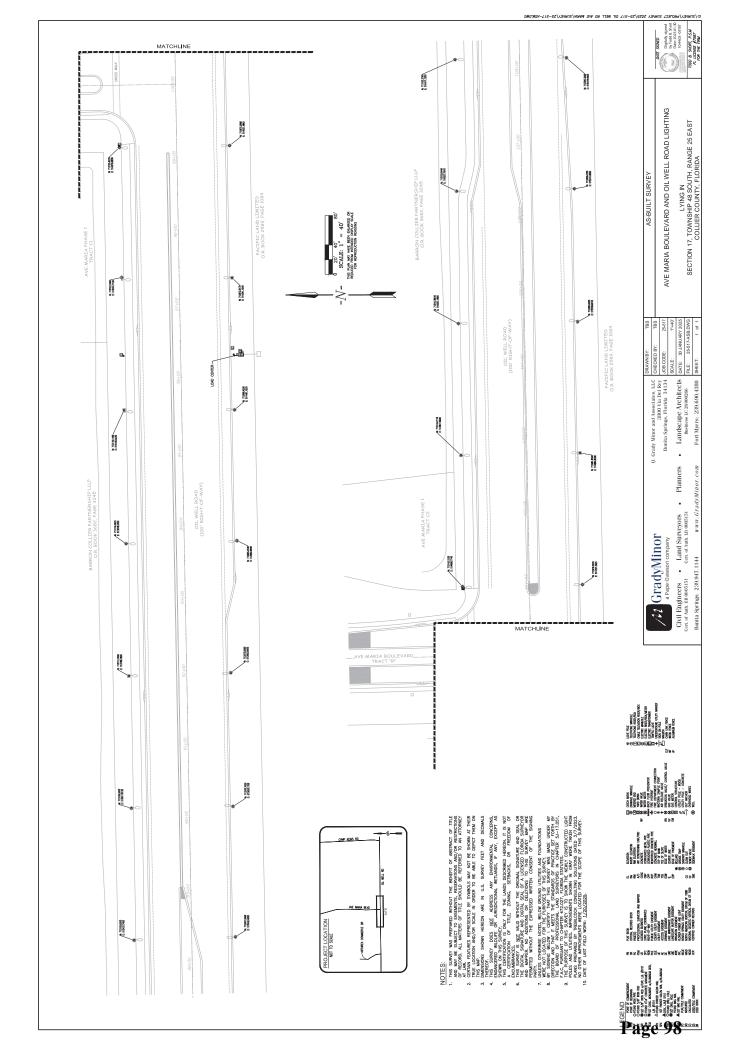
Disclaimer: Issuance of a development permit by a county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

SEE GENERAL CONDITIONS OF RIGHT-OF-WAY PERMITS

#### GENERAL CONDITIONS OF RIGHT-OF-WAY PERMITS

- 1. The permit must be kept on the work site and be available upon request or prominently displayed.
- 2. Permits are required for all work performed in any rights-of-way or easements provided for public use in the unincorporated area of Collier County and in those public rights-of-way or easements, which are maintained by Collier County, but lie within municipal boundaries.
- 3. When permitted facilities are placed within a public right-of-way or easement, the installation is for permissive use only and placing of facilities shall not operate to create or vest any property right in the associated right-of-way or easement to the permittee. Furthermore, the permittee shall be responsible for maintenance of such facilities until they are removed, unless otherwise specified.
- 4. All materials and equipment, including Maintenance of Traffic (MOT) and equipment placement, shall be subject to inspection by the Growth Management Department.
- 5. Requests for pre-inspections shall be made a minimum of 72 hours prior to commencing work requiring inspection.
- 6. No lane closures will be permitted between the hours of 7:00 9:00 A.M. and 3:30 6:30 P.M.
- 7. Prior to construction, the Contractor/Permittee shall submit a MOT plan for any construction project involving work or activity that may affect traffic on any County street, roadway or bikepath/sidewalk. The MOT plan must be signed by either a Professional Engineer or person certified by the International Municipal Signal Association (IMSA) if affecting arterial or collector Roadways, unless waived by the Growth Management Department. The driveway fill and driveway culvert including soil erosion/sedimentation control measures must be installed prior to the start of any earth moving construction activity with drainage plans, culvert size, soil erosion/sedimentation controls, elevation offset, and ditch slope designed and certified by a licensed engineer for all commercial projects.
- 8. During construction the Contractor/Permittee shall comply with the "State of Florida Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations" and with the "Manual On Uniform Traffic Control Devices" and with all other governing safety regulations and shall maintain the approved site drainage plan and soil erosion/sedimentation control plan.
- 9. The permittee shall hold the County harmless and the County shall be relieved of all responsibility for any damage or liability of any nature arising from work authorized and performed under the permit.
- 10. All crossings of existing pavement shall be made by jacking and boring at a minimum depth of thirty-six inches (36"), unless otherwise authorized by the Growth Management Department for good cause shown.
- 11. All overhead installations must meet a minimum four foot (4') separation to communication lines (both vertically and horizontally), minimum seven foot (7') separation to guys (both vertically and horizontally) and a minimum ten foot (10') separation to neutrals (both vertically and horizontally), and meet and/or exceed all other OSHA requirements as may be determined by OSHA clearance requirements and/or formulas relevant to overhead lines clearances and/or separations requirements (both vertically and horizontally) and all underground crossings shall be placed at a minimum depth of thirty-six inches (36") below the pavement and/or a minimum depth of twenty-four inches (24") below the designed roadside ditch or swale invert. Primary cable (voltage exceeding 500 volts) shall have minimum thirty-six inch (36") cover. Secondary cable (voltages less than 500 volts) shall have a minimum thirty-inch (30") cover. Exception may be made by authority of the Growth Management Department for good cause shown.
- 12. Two prints of the proposed work covering details of the installation shall be made a part of the permit. If additional plans are required, they shall become a part of the permit.
- 13. Following completion of all permitted work, grassing and/or seeding shall be required for any disturbed rights-of-way.
- 14. All property disturbed by work authorized by the permit must be restored to better than, or equal to, it's original condition, and to the satisfaction of the County.
- 15. Whenever deemed necessary by the County for the construction, repair, maintenance, improvement, alteration or relocation of applicable right-of-way or easement and when so notified by the County, any or all

- poles, wires, pipes, culverts, cables, sod, landscaping, driveways, sprinklers, or other facilities and appurtenances authorized shall be removed from said right-of-way or easement, or reset or relocated thereon as required, to be installed by the permit, and at the expense of the permittee, or successor and assigns.
- 16. When the permittee, or successor and assigns is notified of a need for construction, repair, maintenance, improvement, alteration of or relocation within the right-of-way or easement and no action is taken by the responsible party within the time frame specified by the County, the County shall cause the permitted work to be altered, relocated, or removed, with the total expense being borne solely by the permittee or the responsible party.
- 17. Permits shall generally be in a form approved by the Board of County Commissioners and shall include the time of commencement, the number of days the job is expected to take, and the approximate date of completion. The permit will expire one hundred and eighty (180) days after the issuance of the permit, unless authorized in the specific instance for a longer or shorter period. If the work has not been completed by the expiration date, there will be a renewal fee, set by Resolution, payable upon extending the expiration date for an additional ninety (90) days.
- 18. All correspondence regarding construction procedures will be through the permittee, or authorized agent or consultant, and not through any contractor or subcontractor.
- 19. The Permittee is responsible for obtaining necessary rights of entry for construction and maintenance where required right-of-way for public use has not been dedicated and accepted by Collier County.
- 20. If there are any lane closures or work that will impede normal traffic flow, the permit holder is obligated to inform the road alert coordinator at 239-252-8192, five business days prior to construction or as soon as possible.
- 21. All existing aerial and underground utilities shall be located by the applicant. Any changes to any utility shall be the responsibility of the Permittee for all cost.
- 22. A written consent from the property owner shall be required if the application is made by any person or firm other than the owner of the property involved.
- 23. The Growth Management Department shall be notified in writing either via form letter (to: Collier County Traffic Operations, 2885 S. Horseshoe Drive, Naples, FL 34104) or email (<a href="mailto:trafficops@colliergov.net">traffic Operations</a>, 2885 S. Horseshoe Drive, Naples, FL 34104) or email (<a href="mailto:trafficops@colliergov.net">trafficops@colliergov.net</a>) a minimum of 72 hours prior to the commencement of jobs that include overhead or underground work that will be conducted as part of construction or maintenance projects any and all daily work to be performed throughout the entire length of construction or maintenance projects. Any rescheduling of work shall be provided in writing. All underground utilities must be located prior to construction.
- 24. Prior to acceptance by the County (including issuance of Certificate of Occupancy), the Growth Management Department shall be notified by mailing or delivering a request for a final inspection to the ROW Permitting Section, 2800 North Horseshoe Drive, Naples, Florida 34104, or by phone, 239-252-3726, upon completion of authorized work. Signed and sealed copies of the as-built survey shall be submitted to the Growth Management Department. Additionally, all as built surveys shall be submitted in GIS format following the standards for Design and As-Built Electronic Drawings in APPENDIX B of this handbook.





Engineering Firm Number: 31200 Surveying Firm license: LB8569

#### **Collier County:**

7400 Trail Boulevard, Suite 200 Naples, FL 34108 P: 239.597.3111 F: 239.566.2203

#### **MEMORANDUM**

**Date:** May 6, 2025

**Project:** Anthem Parkway Phase 5B

**Subject:** Bid Results and Recommendation of Award of Contract

From: Edward F. Tryka III, PE, District Engineer
To: Allyson Holland, PE, District Manager

All pre-qualified contractors were contacted with an invitation to bid. Bids for the project were due on March 25, 2025. The bid was split into three categories – Earthwork & Paving, Drainage & Utilities, and Landscaping. Contractors were allowed to submit a bid for a single category, multiple categories or the entire project.

The following five (5) companies submitted a bid:

Coastal Concrete Earthwork & Paving and Drainage & Utilities Mitchell & Stark Earthwork & Paving and Drainage & Utilities

Earth Tech Enterprises
Jensen Underground
DN Higgins
Earthwork & Paving
Drainage & Utilities
Drainage & Utilities

O'Donnell Landscaping Landscaping

The bids were analyzed to determine if the lowest price would be for the individual components or if there was a better price with them combined. For this analysis, the Miscellaneous category, which included bid bonds, was not included to provide a more equal comparison. The combined components of both Earthwork & Paving and Drainage & Utilities results were as follows:

Mitchell & Stark \$ 8,355,564.68 Coastal Concrete \$ 9,892,345.00

The individual Earthwork & Paving results were as follows:

Earth Tech Enterprises \$ 4,400,809.70 Mitchell & Stark \$ 5,160,868.65 Coastal Concrete \$ 6,021,415.00

The individual Drainage & Utilities results were as follows:

DN Higgins \$ 3,173,563.00 Mitchell & Stark \$ 3,194,696.03 Jensen Underground \$ 3,386,474.07 Comparing the low bids of the individual components vs. the combined components yielded the following results:

Earth Tech + DN Higgins \$ 7,574,373.70 Mitchell and Stark (Both) \$ 8,355,564.68

Using the low bid from two contractors as opposed to the low bid from a single contractor will result in overall cost savings of \$781,191.98.

For the Landscaping portion, one bid was received from O'Donnell Landscapes, Inc. for \$1,494,054.85.

The bids were checked for mathematical errors, and none were found.

It is our recommendation to the Board to award the bid to the lowest bidder in each of the three individual categories - Earthwork & Paving, Drainage & Utilities, and Landscaping. Based upon our review of the bids received it is our recommendation to the Board that it finds the following contractors the lowest responsive bid submitted by a responsive bidder:

Earthwork & Paving Earth Tech Enterprises

Drainage & Utilities DN Higgins

Landscaping O'Donnell Landscapes

In accordance with District Rule of Procedure 3.5, the lowest responsive bid submitted by a responsive and responsible bidder in response to an Invitation to Bid shall be accepted.

We are not aware of any outstanding issues or problems with either Earth Tech Enterprises, DN Higgins, or O'Donnell Landscapes, Inc. that would prevent us from recommending their selection as the lowest responsive bids submitted by responsive and responsible bidders.

LJA Engineering, Inc. looks forward to working successfully with the selected bidders on this project.

#### RESOLUTION 2025-03

- A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP **COMMUNITY** DISTRICT REGARDING THE AWARD OF CONSTRUCTION CONTRACTS AND EXECUTION OF APPLICABLE COST **SHARES**: **PROVIDING** CLAUSE; AND **PROVIDING** SEVERABILITY AN EFFECTIVE DATE.
- WHEREAS, the Ave Maria Stewardship Community District (the "District"), is a local unit of special-purpose government established pursuant to Chapter 2004-461, Laws of Florida to plan, construct, install, acquire, finance, manage and operate public improvements and community facilities for lands within the District; and
- WHEREAS, the District has solicited bids from prequalified contractors interested in providing construction services related to the Anthem Parkway Phase 5B Earthwork & Paving, Drainage & Utilities, and Landscaping project (the "Project"); and
- WHEREAS, the District has received and evaluated bids from five (5) prequalified contractors interested in providing services related to the Project; and
- WHEREAS, three entities, Earth Tech Enterprises, Mitchell & Stark, and Coastal Concrete submitted responsive bids for Earthwork & Paving services (the "Earthwork & Paving Project"); and
- WHEREAS, two entities, DN Higgins, Mitchell & Stark, and Jenson Underground submitted responsive bids for Drainage & Utilities services (the "Drainage & Utilities Project"); and
- WHEREAS, two entities, Mitchell & Stark, and Coastal Concrete submitted responsive bids for combined Earthwork & Paving Project and Drainage & Utilities Project; and
- WHEREAS, one entity, O'Donnell Landscapes, Inc submitted a responsive bid for Landscape services (the "Landscape Project"); and
- WHEREAS, in accordance with District Rule of Procedure Rule 3.5, the Board may proceed with the procurement of construction services in the manner the Board determines is in the best interests of the District, which may include awarding the Project in multiple contracts;
- WHEREAS, in the best interest of the District, the Board desires to award separate contracts for the Earthwork and Paving Project, the Drainage & Utilities Project and the Landscaping Project.

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

**SECTION 1.** All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

**SECTION 2**. The bids submitted by Earth Tech Enterprises for the Earthwork & Paving Project, DN Higgins for the Drainage & Utilities Project and O'Donnell Landscapes for the Landscape Project are the lowest responsive bids submitted by a responsive and responsible bidder which best each serves the interests of the District.

**SECTION 3.** Earth Tech Enterprises, DN Higgins and O'Donnell Landscapes (collectively the "Contractors") shall each be awarded a contract for their respective construction services for the Project.

**SECTION 4.** The Chairman, or in the Chairman's absence the Vice-Chairman, and District Staff are hereby authorized to give notice of this award to all bidders to the extent required by law and to proceed with the execution of contracts with the selected Contractors. Further the Chairman, or in the Chairman's absence the Vice-Chairman, is authorized to execute a cost share agreement with any respective entities for non-District items of work included in the Contractors' bids and related to the Project. Furthermore, in the event necessary, the Chairman, or in the Chairman's absence the Vice-Chairman, and District Staff are hereby authorized to execute easements or necessary governmental applications or permitting items pertaining to the Project upon approval of District Engineer and District Counsel.

**SECTION 5.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 6.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 6<sup>th</sup> day of May, 2025.

ATTEST:	BOARD OF SUPERVISORS OF THE
	AVE MARIA STEWARDSHIP
	COMMUNITY DISTRICT
Secretary / Assistant Secretary	Jay Roth, Chairman

# COST SHARE AGREEMENT BETWEEN AVE MARIA STEWARDSHIP COMMUNITY DISTRICT AND AVE MARIA UTILITY COMPANY, LLLP, FOR THE CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS [ANTHEM PARKWAY PHASE 5B]

THIS AGREEM	IENT ("Agreement")	is	made	and	entered	into	as	of	this	 day	of
, 20	25, by and between:										

Ave Maria Stewardship Community District, a local unit of special-purpose government established pursuant to Chapter 2004-461, Laws of Florida, being situated in Collier County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"); and

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

#### **RECITALS**

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including certain roadway, water and sewer, drainage, stormwater management, and other improvements; and

WHEREAS, the District intends to enter into agreements (collectively the "Construction Contract") with Earth Tech Enterprises, Inc., DN Higgins, and O'Donnell Landscapes (collectively the "Contractor"), in connection with the Anthem Parkway Phase 5B project (the "Project"), which contract will be administered by such person or entity appointed by the District (the "Construction Project Manager") subject to review by the District's engineer authorized to conduct such review (the "Engineer"). As used herein, the term "Work" shall refer to the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Construction Contract, including performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction; and

**WHEREAS,** AMUC is currently not a party to the Construction Contract; however, AMUC owns and operates utilities on certain lands located within and adjacent to the confines of the Project site ("Utilities"); and

WHEREAS, District shall pay for those improvements to be constructed pursuant to the Construction Contract that are included in the District's Master Capital Improvement Program for Ave Maria Stewardship Community District, dated May 2, 2006 and Amended Fifth Sub-Master Supplemental Engineer's Report dated July 5, 2023 (together, the "Capital Improvement Plan"), and benefit lands within the District (the "District Items of Work"); and

WHEREAS, AMUC has agreed to pay for the cost of the work identified on Exhibit A as such items of Work are not included in the District's Capital Improvement Plan; and

WHEREAS, the Parties desire to memorialize and set forth clearly their understanding and agreement with respect to allocation of costs between the Parties for these improvements as well as certain other matters addressed herein.

**NOW, THEREFORE,** in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

#### **AGREEMENT**

- 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.
- 2. ITEMS OF WORK. The Contractor's proposal describes the scope of the work ("Total Work"), as included in the Construction Contract. Exhibit A identifies those items that are to be the responsibility of AMUC to fund ("AMUC Items of Work"). The District and AMUC shall each own, operate and maintain their respective Items of Work.

#### 3. COST ALLOCATIONS.

- 3.1 Cost Allocation. AMUC shall pay all of the costs of the AMUC Items of Work as identified on **Exhibit A**. Payment shall be made in accordance with Sections 3 and 4 herein.
- 3.2 Cost Allocation for Services. Payment shall be made in accordance with Section 4 below. Upon Final Completion of the Total Work, the Engineer shall review the portion of construction phase services attributable to the AMUC Items of Work and notify AMUC of any additional amounts to be paid. Any dispute of the Engineer's determination shall be resolved in accordance with Section 3.3, below. Payment shall be made in accordance with Sections 4 and 5 herein.
- dispute of Engineer's Determination. Should the District or AMUC dispute the Engineer's determination of costs attributable to any Party either in accordance with Section 3.1, Section 3.2 or Section 5.4, notice of such dispute and the grounds therefor shall be given from one party to the other within five (5) days, excluding Saturdays, Sundays and federal holidays, of receipt of the Engineer's determination of costs. Thereafter, within seventy two (72) hours, excluding Saturdays, Sundays and federal holidays, after notice of such dispute is given, the Engineer shall request the Florida Board of Engineers select a qualified independent third party engineer to review the Work and the engineer's determination of costs. The independent third party engineer may, upon the written consent of the District and AMUC, secure its own estimates of costs. The Parties agree to and shall be bound by the determination of costs attributable to the Parties as determined by the independent third party engineer. In such event, the

fees and costs of the independent third party engineer shall be equally divided between the Parties hereto. Nothing contained in this Section 3.3 shall give AMUC the right to dispute the cost of the AMUC Items of Work to the extent such costs are determined in accordance with the Construction Contract.

To ensure compliance with Section 218.735, *Florida Statutes*, the Parties shall follow the procedures described in Section 4, below, with respect to any costs related to a dispute to be resolved pursuant to this Section 3.3. However, should the independent third party engineer determine that all or a portion of the disputed costs were incorrectly allocated, the party determined by the independent third party engineer to have underpaid its share of the costs shall reimburse the other party the amount underpaid.

4. PAYMENT OF COSTS. Subject to the provisions of Section 5 for any and all invoices related solely to Final Payment, as defined herein, and completion of the Project, the Parties shall pay for the Work in accordance with the following schedule: the Project Manager and Engineer will review invoices and determine which portion is District Items of Work and which portion is AMUC Items of Work; the District will submit a requisition for the District Items of Work and AMUC will pay the vendor directly for AMUC Items of Work. Within three (3) days of receipt of the fully executed requisition, the District Manager or his designee shall transmit the fully executed requisition to the District Trustee for payment. Concurrently with the transmission of the requisition to the District Trustee.

#### 5. ACCEPTANCE OF WORK

- 5.1 Acceptance of Work. Before the District makes Final Payment as defined below, the District shall provide AMUC with a certificate from the Engineer that, to the best of his knowledge, the AMUC Items of Work have been performed in substantial compliance with the Construction Contract and appropriate final lien waivers and releases have been obtained from all contractors, sub-contractors, materialmen or suppliers and laborers in connections with the Project. Within fifteen (15) calendar days after receipt of said certificate, AMUC shall inspect the Project and provide written notice to the District that the AMUC Items of Work, to the best of AMUC's knowledge, are or are not in substantial compliance with the Construction Contract. Failure by AMUC to provide such written notice within said timeframe shall cause the District Engineer to transmit a written demand to AMUC that such notice be provided. Should AMUC fail to respond to the District Engineer's written request within five (5) calendar days of receipt of such request, AMUC is deemed to have determined that the AMUC Items of Work are in substantial compliance with the Construction Contract.
- 5.2 Substantial Compliance. If AMUC's notice is that the AMUC Items of Work are in substantial compliance (or if AMUC fails to provide notice as

provided in subsection 5.1), then AMUC shall be deemed to have accepted the AMUC Items of Work except as to defects not then readily discoverable. AMUC shall then remit its payment to the District within five (5) business days of the notice of substantial compliance. Immediately upon receipt of funds from AMUC, the District shall pay the Contractor. Subsequent to AMUC's giving such notice of such substantial compliance and the making of Final Payment by the District, AMUC agrees that it shall have no claim against the District with respect to any AMUC Items of Work performed by the Contractor, the only obligation of the District being to enforce the terms of the Construction Contract.

- 5.3 Non-Compliance. In the event AMUC's notice is that AMUC Items of Work are not in substantial compliance with the Construction Contract, then within ten (10) days of the District's receipt of such notice (provided such notice reasonably identifies the non-complying AMUC Items of Work), the District shall proceed promptly to enforce the terms of the Construction Contract as it applies to completion and correction of the AMUC Items of Work. In the event the District disputes AMUC's notice of non-compliance, notice of such dispute shall be provided to AMUC by the District within five (5) business days of the District's receipt of such notice of non-compliance. In such event, within five (5) business days, the Engineer shall request the Florida Board of Engineers select a qualified independent third party engineer to review the AMUC Items of Work subject to AMUC's notice of non-compliance. The Parties agree to and shall be bound by the determination of substantial compliance or noncompliance as determined by the independent third party engineer. The fees and costs of the independent third party engineer shall be equally divided between the requesting Party and the District.
- 5.4 Enforcement Costs. To the extent such costs are not reimbursed by the Contractor, AMUC shall reimburse the District for any costs (as determined by the Engineer) incurred by the District arising out of the District's efforts to enforce the terms of the Construction Contract as it applies to the AMUC Items of Work, provided that the defective AMUC Items of Work that is the subject of enforcement is not caused in whole or in part or contributed to by the actions of the District or its Engineer. Any dispute as to costs to be reimbursed by AMUC pursuant to this subsection 5.4 shall be resolved in accordance with Section 3.3, above.
- 5.5. Final Payment. "Final Payment" shall be defined as the final payment made to the Contractor by the District after the Contractor has satisfactorily completed all corrections identified in the Final Inspection, as provided in the Construction Contract.
- 6. CONSTRUCTION CONTRACT AND PLANS. The District shall be responsible for ensuring that the improvements to be constructed pursuant to the Construction

Contract are constructed in substantial compliance with the plans and specifications set out in the Construction Contract and in a timely manner.

- 6.1 Defective Work. The District shall not accept defective Work pursuant to the provisions of the Construction Contract with respect to the AMUC Items of Work without the written consent of AMUC.
- 6.2 Entitlement to Credits. In the event the AMUC gives written consent in accordance with Section 6.1, AMUC shall be entitled to receive the benefit of any credits with respect to the AMUC Items of Work as determined in accordance with the Construction Contract.
- 6.3 Record Drawings. Upon request, the District shall furnish AMUC, free of charge, one copy of available drawings, plans, specifications, addenda, change orders and other modifications marked currently to record all changes and selections made during construction (the "Record Drawings"). The Record Drawings shall be delivered to AMUC upon Final Completion of the Work.

### 7. INSURANCE AND WAIVER OF SUBROGATION.

- 7.1 *Insurance.* The District shall ensure that the policies of insurance required under the Construction Contract include the interest of AMUC, or its designee, as additional or named insured. To the extent that there is any additional cost associated with listing AMUC as an additional or named insured under the policies of insurance required to be purchased and maintained by the Contractor in accordance with the Construction Contract, AMUC will pay those additional costs. AMUC will make such payment within fifteen (15) days of receiving notice of such additional costs from the District. The District shall ensure that such insurance remains in full force and effect during construction of the Project and thereafter as provided in said policies. The intent is that AMUC, or its designee, be provided the same protections in said policies as that accorded to the District. Adjustment and settlement of any loss with the insurers shall be conducted by the District, as trustee, and the District shall account to AMUC for the proceeds of such insurance that is applicable to the AMUC Items of Work.
- 7.2. Waiver of Subrogation. The District and AMUC waive all rights against each other and any of their agents and employees, each of the other, for all losses and damages caused by any of the perils covered by the policies of insurance obtained pursuant to the Construction Contract, except such rights as they have to proceeds of such insurance held by either the District or the Contractor pursuant to the Construction Contract.

- **8. LICENSE.** AMUC hereby grants the District and the District's agents a temporary license to enter property owned by AMUC, if any, to construct, inspect and administer the improvements required under the Construction Contract. The District's license to enter AMUC's property, as provided herein, shall expire upon Final Completion of the Work or upon the making of Final Payment to the Contractor, whichever last occurs.
- 9. OBLIGATIONS OF AMUC. It is the intent of the Parties that AMUC's participation in the cost of the Project is not as Owner (as such term is defined in the Construction Contract) or as a party to the Construction Contract and that AMUC shall incur no liability or obligation to third parties, including the Contractor, by entering into this Agreement. AMUC hereby contractually obligate itself to provide any and all notices which may be required of the District pursuant to any applicable permits, obtained by AMUC for the Project, from a governmental entity, whether local, state or federal. The District does hereby agree to provide written notice to AMUC of such notices as the necessity for the notices arises. AMUC agrees to defend and hold harmless the District and its officers and agents from and against all liability, claims, actions, suits or demands by any person, corporation or other entity arising out administration of the AMUC Items of Work portion of the Construction Contract or as are otherwise related to the AMUC Items of Work. At the completion of the Work, AMUC shall own, operate and maintain AMUC Items of Work.
- 10. ENGINEER'S DUTIES. The District shall be responsible to ensure that the Engineer performs the duties placed upon it by the terms of this Agreement.
- 11. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the predominantly prevailing party shall be entitled to recover from the other party all fees and costs incurred, including reasonable attorneys' fees and costs.
- 12. **DEFAULTS.** Failure by either party to perform each and every one of its obligations hereunder shall be a default, entitling either party to pursue whatever remedies are available to it under Florida law. Each of the Parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than five (5) days from the date of receipt of such notice to cure monetary defaults and fifteen (15) days to cure other defaults.
- 13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings and agreements between the Parties relating to the cost sharing for construction of the Project. Terms used in this Agreement which are specifically defined in the Construction Contract shall have the meanings designated in the Construction Contract, unless otherwise indicated in this Agreement.
- 14. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement, other than those necessary to reflect a modification to the Construction Contract pursuant to a Change Order issued in accordance with the Construction Contract, may be made only by an instrument in writing executed by both of the Parties hereto. Any modification to the Construction Contract resulting from a Change Order shall serve to amend this Agreement

accordingly. Any Change Orders that result in the modification of this Agreement shall be attached to Exhibit A for recordkeeping purposes.

- 15. AUTHORITY TO CONTRACT. The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.
- **16. NOTICES.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the Parties, as follows:

If to AMUC: Ave Maria Utility Company LLLP

2600 Golden Gate Parkway Naples, Florida 34105

Attn:

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: Alyssa C. Willson

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 AMUC may deliver Notice on behalf of the District and AMUC. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

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

shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

- **18. EFFECTIVE DATE.** This Agreement shall be effective as of the date first set forth above.
- 19. APPLICABLE LAW AND VENUE. This Agreement shall be construed, interpreted and controlled by the laws of the State of Florida. Subject to the provisions of Section 3.3, above, venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in Collier County, Florida.
- **20. PUBLIC RECORDS.** AMUC understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be considered public records in accordance with Florida law.
- 21. 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.
- **22. SOVEREIGN IMMUNITY.** AMUC agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.
- 23. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.
- 24. 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties execute this agreement the day and year first written above.

Attest:	Ave Maria Stewardship Community District		
Secretary/Assistant Secretary	Chairperson, Board of Supervisors		
Print Name	Print Name:		
Attest:	Ave Maria Utility Company, LLLP a Florida limited liability limited partnership		
Witness	By: Print Name:		
Print Name	Title:		

**Exhibit A:** AMUC Items of Work

## **EXHIBIT A**

Ave Maria Utility Company, LLLP shall fund in full all amounts related to construction of Ave Maria Utility Company, LLLP infrastructure included within the scope of work of the Construction Contract



## Stewardship Community District

## **MEMORANDUM**

To: Board of Supervisors

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

**Date:** April 28, 2025

**Board Meeting Date:** May 6, 2025

## **SUBJECT**

Discuss potential updates to the Ave Maria Stewardship Community District Signage Policy.

## STAFF RECOMMENDATION

Staff recommends the Board of Supervisors discuss potential updates to the Ave Maria Stewardship Community District Signage Policy.

## **GENERAL INFORMATION**

For many years, various signs have appeared throughout the Ave Maria Stewardship Community District (District) including, but not limited to, event signs, open house signs, political signs, and grand opening signs for new retail stores. Currently, these types of signs are not permitted pursuant to the District's current signage policy. For the past couple of years, District staff has been removing these types of signs if they are found in the District's right-of-way.

Recently, residents have come before the Board and District staff inquiring about this type of signage and requesting changes. Now that the District has more staff onsite than they have in the past, staff will be able to enforce a sign policy. District staff has reviewed pertinent provisions of the Collier County Land Development Code (LDC) regarding such signage and the Board of Supervisors may consider updates to the District's Signage Policy to address the use of temporary signage and open house signage within the District's right-of-way. Sections of the Collier County LDC addressing temporary signage and open house signs are attached to this memorandum. Additional items for discussion includes permitting, fees, and enforcement. District staff recommends the Board consider adding similar language in the District's Signage Policy to allow for signs on District property in accordance with the requirements of the Collier County LDC and adopting a fee for District review of any such applications. Adoption of amendments to the District's signage policy and implementation of an administrative fee would require the presentation of such policy and fee at an upcoming meeting for Board authorization to schedule a public hearing on such policy and fee.

#### PROCUREMENT REVIEW

Not applicable.



## **MEMORANDUM**

## **DISTRICT ENGINEER REVIEW**

Not applicable.

## **DISTRICT LEGAL COUNSEL REVIEW**

District Legal Counsel has reviewed Collier County's signage sections of the LDC and advises Board may consider amendments to the signage policy and implementation of a District administrative fee through a public hearing process.

## **FUNDING REVIEW**

Not applicable.

Attachments

## Collier County Land Development Code, Section 5.04.06 - Temporary Signs

- A. A temporary use permit is required for the placement of any temporary ground sign, snipe sign, or banner that is not otherwise lawfully permitted. Temporary signs shall be allowed subject to the restrictions imposed by this section.
  - 1. The County Manager or designee may issue temporary sign permits, classified by use, as necessary to adequately address each of the temporary signs described within this section. For each permit type the nonrefundable fee shall be as established in the fee schedule for the services performed by the Growth Management Division.
  - 2. Temporary signs and banners shall not be erected prior to obtaining the appropriate temporary use permit and shall be removed on or before the expiration date of the temporary use permit authorizing said sign.
  - 3. Standards applicable to all temporary signs.
    - a. Temporary signs and banners permitted by authority of this section shall not be placed within any public right-of-way, except when an event in the County right-of-way is approved and a temporary use permit is issued in accordance with LDC sections 5.04.05 A.5 and 5.04.06 B.1.
      - Sign placement shall not obstruct or impair the safe visibility, ingress, or egress of pedestrians and motorists.
    - b. The occupant of a lot, parcel, multi-tenant parcel or mixed use building, may display 1 on-site temporary sign; a second such sign may be displayed on a property having a second street frontage.
    - c. Absent specific standards to the contrary, temporary signs shall be located onsite and no closer than 10 feet to any property line.
    - d. Temporary signs and banners used on nonresidential or mixed use properties shall not exceed 32 square feet in sign area or 8 feet in height.
    - e. Temporary signs used on residentially zoned properties shall not exceed 4 square feet in area or 3 feet in height.
- B. Temporary Sign Permit Types and Standards.
  - 1. Temporary Events. A temporary use permit for a temporary event, issued per LDC section 5.04.05, shall allow for the placement of temporary signage as classified and regulated herein.
    - a. A "sign only" temporary use permit may be issued for temporary ground signs and banners used to promote a sale, event, or activity not requiring a temporary event temporary use permit per LDC section 5.04.05 of this Code. Such uses include, however are not limited to, study or course offerings, vacation camp, non-public indoor events, and sales events occurring within the confines of an established business.
      - i. "Sign only" temporary use permits will be allowed, regulated, and enforced as special event signs.
      - ii. Time limits for "sign only" temporary use permits shall be the same as those for special events, see LDC subsection 5.04.05 A.3.
    - b. Special event signs.
      - Special event signs shall be erected not more than 15 calendar days prior to the supporting event and shall be removed within 7 calendar days after the event has taken place.
    - c. Seasonal sales signs.

- d. Garage sales signs. Two temporary signs may be placed on the property where the sale is being conducted.
- e. Temporary signs for events in County right-of-way.
  - i. Signs may display the event, name, date, location and a directional arrow pointing to the direction of the event only.
  - ii. No sales, advertisement, or commercial message is allowed on signs.
  - iii. Maximum dimension of 2 feet by 3 feet.
  - iv. No signs shall be erected more than seven days prior to a scheduled event, and all signs must be removed within three business days after the event completion.
  - v. No signs shall be located within the right-of-way medians.
  - vi. No signs shall be attached to traffic control signs or other authorized highway signs and impede vehicular or pedestrian traffic.
  - vii. Limited to six signs within a five-mile radius of the event boundaries. However, events recognized at a regular meeting of the Board of County Commissioners to benefit the Community and promote tourism are limited to up to 40 signs.
- 2. Grand Opening signs. A one-time 14-day nonrenewable grand opening sign only temporary use permit may be issued upon the opening of a new business, or the approved relocation of an existing business.
  - a. A current valid Collier County Business Tax Receipt or an approved Land Use and Zoning Certificate (Non-Residential) may serve as evidence of the new business, or location, opening.
  - b. A separate permit is not required for a grand opening sign if being placed in conjunction with a special event temporary use permit issued per subsection 5.04.05 A.1.
  - c. A grand opening sign temporary use permit may be obtained only within the first 3 months of establishing a new business or location.
  - d. A grand opening sign is limited to an anchored banner.
  - e. A "sign only" temporary use permit for a grand opening sign shall be exempt from the annual time limitations identified in subsections 5.04.05 A.3.a. and 5.04.06 C.1.a.ii.
- 3. "Coming Soon Signs." A onetime non-renewable temporary use permit may be granted, for a coming soon sign located within a non-residential zoning district, subject to the following:
  - a. As applied in this section, a coming soon sign is defined as a ground sign used to inform the public of the intended opening of a new business.
  - b. A temporary use permit for a sign shall not be issued until the applicant has applied for a building permit for the principal structure.
  - c. The temporary use permit number shall be placed at the base of the sign not less than  $\frac{1}{2}$  inch from the bottom.
  - d. The sign shall not be displayed for a period more than 6 months from the issuance of the temporary use permit or until the issuance of a permit for the permanent sign, whichever occurs first. The non-refundable fee for this temporary use permit shall be as set forth in the fee schedule for the services performed by the Community Development and Environmental Services Division.
- 4. Temporary business identification signs. A temporary use permit allowing for the temporary placement of a sign solely for the purpose of displaying a business name for an existing business undergoing a permitted renovation, remodel, or repair that would require the temporary removal of an existing legally conforming sign.
  - a. As applied in this section, the sign must be constructed of wood, plastic, or other similar material, may not be a banner sign, and is limited to 16 square feet.

- b. If placed in a shopping center or multiple occupancy building, the temporary sign for each business must be of similar color, lettering, and style.
- c. The sign may be affixed to the building or free-standing in front of the building so long as the sign does not obstruct or interfere with pedestrian or vehicular traffic, parking or fire lanes, or access to adjacent units.
- d. The sign may remain in place for no longer than 120 days, until construction has been completed, or a permanent sign is installed, whichever occurs first.
- 5. Temporary sign covers. A non-renewable temporary use permit is required to erect a temporary sign cover over an existing sign unless otherwise provided herein. Temporary signs shall be allowed subject to the restrictions imposed by this section.
  - a. A sign cover made from white vinyl or canvas may be authorized for an existing ground or pole sign for 120 days, or when the permanent sign is installed, whichever occurs first, after which time the cover shall be removed, regardless of whether or not the sign face has been replaced.
- 6. Election and Referendum signs. Signs for elections and referendums shall be permitted subject to the following requirements:
  - a. A bulk temporary permit shall be obtained prior to the erection, installation, placement, or display of signage before elections and referendums. The fee for the bulk permit shall be as set forth in the fee schedule for the services performed by the Community Development and Environmental Services Division.
  - b. The bulk permit number shall appear on every sign or on the pole supporting the sign.
  - c. All signs for which the permit is issued shall be removed within 7 days after the event. Each sign not removed within the required time shall constitute a separate violation of this Code. The permittee will be subject to issuance of a citation for each violation from the Collier County Code Enforcement Board.
  - d. d. Signs erected within residentially zoned or used property shall not exceed 4 square feet in area and 3 feet in height, and shall be located on-site and no closer than 5 feet to any property line.
  - e. e. In all other zoning districts such signs shall not exceed a maximum sign area of 32 square feet and 8 feet in height, except when affixed to the surface of a building wall, and shall be located no closer than 10 feet to any property line. The quantity of such signs shall be limited to 1 sign for each lot or parcel per bulk permit issued.

Collier County Land Development Code, Section 5.06.02 – Development Standards for Signs within Residential Districts

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## 3. Open House Signs.

- a. Off-premises open house signs.
  - i. Signs may only be displayed on supervised open house days, between the hours of 10:00 a.m. and 5:00 p.m. No flags, pennants, balloons, or other attention type devices may be used with such signs and they shall not be lighted or illuminated in any manner.
  - ii. One sign may be placed in the public right-of-way abutting the subject property no closer than 10 feet from the edge of the roadway, paved surface or back of the curb, as applicable. No building or right-of-way permit is required.
  - iii. Two signs may be placed within the public right-of-way for a supervised open house that is available for immediate viewing and examination by prospective buyers, renters, and/or lessees. Such signs shall be located no closer than 100 feet from another sign providing direction. (No building or right-of-way permit required.)
  - iv. Signs shall not exceed 4 square feet in area and 4 feet in height; however, any such sign placed at an intersection may not exceed 29 inches in height as per section 6.05.05 of this Code.
  - v. Signs may be placed in the right-of-way no closer than 10 feet from the edge of the roadway, paved surface or back of the curb, as applicable, and shall not interfere with the visibility of pedestrians or motorists. Additionally, signs shall not be located within any median.
  - vi. Sign Removal, Retrieval, and Disposal. Off-premises open house signs shall be prohibited except as specified above. Any such sign found to be in violation of this section shall be removed by the County Manager or designee. All such removed signs are subject to disposal by the County. This section shall not inhibit nor prevent any other enforcement actions that may be deemed appropriate.



## **MEMORANDUM**

To: Board of Supervisors

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

Date: April 30, 2025

**Board Meeting Date:** May 6, 2025

## **SUBJECT**

Consider approval of an Agreement between Ave Maria Stewardship Community District and Sweeping Corp of America for monthly street sweeping services on all District roadways.

### STAFF RECOMMENDATION

Staff recommends the Board of Supervisors approve the Agreement between Ave Maria Stewardship Community District and Sweeping Corp of America for monthly street sweeping services on all District roadways.

### **GENERAL INFORMATION**

The Ave Maria Stewardship Community District (District) budgeted \$30,000 for street sweeping services in the FY 2024-2025 budget for street sweeping of all District roadways. In the past, District staff rented a small street sweeper and the Lead Operations Technician drove the sweeper throughout the District roadways on an as-needed basis throughout the fiscal year. Unfortunately, toward the end of last fiscal year, the street sweeper rental had mechanical issues and can no longer be used. District staff has considered purchasing a street sweeping truck for use on District roadways, but the cost, maintenance, and storage of a proper street sweeping vehicle requires extensive planning.

Early this fiscal year, the operations team contacted various street sweeping contacts and contractors to inquire about serving the District. Every contact and contractor fell through, not returning phone calls or simply stating they didn't serve the District's area. In April, the District Manager emailed the District's prequalified contractors to determine if anyone performed this work or had any contacts for someone who is qualified. Earth Tech Enterprises, Inc. responded with Sweeping Corp of America's contact information. District staff contacted Sweeping Corp of America and learned that they perform street sweeping services for several homebuilders/developers in and near Ave Maria. They are also contracted with local municipalities for street sweeping services. District staff recommends contracting with Sweeping Corp of America for monthly street sweeping services on all District roadways for the remainder of the fiscal year.

If the Board agrees to the proposed agreement, Sweeping Corp of America will provide street sweeping services monthly on all District roadways for \$2,900 per month. Sweeping Corp of



## Stewardship Community District

## **MEMORANDUM**

America will utilize a vacuum sweeper truck opposed to a mechanical broom sweeper truck to collect the debris on the roads. The District has just over 31 curb miles. The street sweeper truck will travel along every curb mile to clean the roadways on a monthly basis. District staff acknowledges that street sweeping will pose a challenge to the contractor on portions of District roadways during the peak season and when Ave Maria University students park on District roads. Sweeping Corp of America has the ability to street sweep at night, possibly when less cars are parked on the roadway. As mentioned earlier, the District budgeted \$30,000 for the street sweeping line item this fiscal year. District staff recommends approval of the agreement with Sweeping Corp of America at a monthly price of \$2,900/month for the remaining five (5) months of the fiscal year (\$14,500 total). The agreement provides for automatic renewal for each District Fiscal Year, but has a 30-day termination clause in the event the District wishes to discontinue services at any point. Sweeping Corp of America is a reputable street sweeping contractor who works locally in Collier and Lee Counties and has continuing service contracts with local municipalities.

## **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 BETWEEN THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT AND USA SERVICES OF FLORIDA, LLC REGARDING THE PROVISION OF STREET SWEEPING SERVICES

**THIS AGREEMENT** ("Agreement") is made and entered into this 6<sup>th</sup> day of May, 2025, by and between:

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

**USA SERVICES OF FLORIDA, LLC,** a Florida limited liability company, with a mailing address of 4141 Rockside Road, Suite 210, Seven Hills, Ohio 44131 ("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 street sweeping services for the streets and roadways within the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide street sweeping services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("Services"); 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. DESCRIPTION OF WORK AND SERVICES.

- **A.** The District desires that the Contractor provide professional street sweeping services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.
- **B.** While providing the Services, 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 Services.

- C. The Contractor shall provide the Services as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.
- **D.** 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.
- **SECTION 3. SCOPE OF STREET SWEEPING SERVICES.** The Contractor will provide street sweeping services for the streets and roadways with the District. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A** on a monthly basis. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.
- **SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- **B.** The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.
  - (1) The District hereby designates the District Manager to act as its representative.
  - (2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

**D.** 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.

## SECTION 5. COMPENSATION; TERM.

- A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor Two Thousand Nine Hundred Dollars (\$2,900.00) per month. The initial term of this Agreement shall be from May 1, 2025 through September 30, 2025 unless terminated earlier by either party in accordance with the provisions of this Agreement. The Agreement shall be automatically renewed for additional one (1) year terms, unless written notice is provided by either party thirty (30) days prior to the expiration of the Agreement.
- **B.** If the District should desire additional work or services, or to add additional areas to be maintained, 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 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, materialmen, 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.
- **D.** The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

#### SECTION 6. 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 7. INDEMNIFICATION.**

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the

District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

- **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 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. ENFORCEMENT OF AGREEMENT.** A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 20.** 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 scope of services for the labor and materials to be provided under this Agreement.

**SECTION 21. 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 22. 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 23. 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:

<b>A. If to District:</b> Ave Maria Stewardship Community Dis
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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: USA Services of Florida, LLC

4141 Rockside Road, Suite 210

Seven Hills, Ohio 44131

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 24. 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 25. 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 26. 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, AHOLLAND@SDSINC.ORG, (561) 630-4922.

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

**SECTION 28. 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 29. 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 30. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, 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 448.09(1), *Florida Statutes*. 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 31. 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 to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

SECTION 32. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the

following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- **A.** Section 287.133, Florida Statutes, titled Public entity crime; denial or revocation of the right to transact business with public entities;
- **B.** Section 287.134, Florida Statutes, titled Discrimination; denial or revocation of the right to transact business with public entities;
- C. Section 287.135, Florida Statutes, titled Prohibition against contracting with scrutinized companies;
- **D.** Section 287.137, Florida Statutes, titled Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits; and
- **E.** Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

**SECTION 33. ANTI-HUMAN TRAFFICKING STATEMENT.** The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

above.	N WITNESS WHEREOF, the parties execute this Agreement the day and year first written				
	AVE MARIA STEWARDSHIP COMMUNITY DISTRICT				
	Chairperson, Board of Supervisors				
	USA SERVICES OF FLORIDA, LLC				
	By: Its:				

**Exhibit A:** Scope of Services

#### Exhibit A

## Scope of Services



4141 Rockside Road, Suite 210 Seven Hills, Ohio 44131 Phone: (216) 777-2750

TO: Allyson Holland, District Manager – Ave Maria Stewardship Community District

FROM: Sean Piper, District Sales Manager – Sweeping Corp of America

DATE: 04/30/2025

SUBJECT: Proposal – Sweeping Ave Maria Stewardship Community District Roadways

Dear Allyson,

Thank you for allowing USA Services of Florida, LLC the opportunity to address your needs to sweep the streets/roadways for the Ave Maria Stewardship Community District. Based on the provided mileage for the streets (31.84 curb miles), below is our pricing based on your request for once a month and twice a month sweeping services.

Sweeping Services (once a month): \$2,900 per month
 Sweeping Services (twice a month): \$4,850 per month

Please do not hesitate to contact me at 904-451-4075 or <a href="mailto:spiper@sweepingcorp.com">spiper@sweepingcorp.com</a> if you have any additional requirements, questions, comments, or concerns. This quote is valid 30 days from the date indicated above.

Very Respectfully,

Sean Piper

District Sales Manager

Sweeping Corporation of America

# Ave Maria Stewardship Community District Budget vs. Actual October 2024 through March 2025

	Oct '24 - Mar 25	24/25 Budget	\$ Over Budget	% of Budget
Expenditures				
01-1130 · Payroll Tax Expense	244.80	734.00	-489.20	33.35%
01-1131 · Supervisor Fees	3,200.00	9,600.00	-6,400.00	33.33%
01-1310 · Engineering	45,742.99	90,000.00	-44,257.01	50.83%
01-1311 · Management Fees	34,999.98	70,000.00	-35,000.02	50.0%
01-1313 · Website Management	1,249.98	2,500.00	-1,250.02	50.0%
01-1314 · District Manager - on site	139,999.98	280,000.00	-140,000.02	50.0%
01-1315 · Legal Fees	32,555.54	100,000.00	-67,444.46	32.56%
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	2,045.57	10,000.00	-7,954.43	20.46%
01-1450 · Insurance	103,040.00	120,000.00	-16,960.00	85.87%
01-1480 · Legal Advertisements	3,252.00	8,000.00	-4,748.00	40.65%
01-1512 · Miscellaneous	1,106.09	10,000.00	-8,893.91	11.06%
01-1513 · Postage and Delivery	1,170.10	3,000.00	-1,829.90	39.0%
01-1514 · Office Supplies	1,750.25	3,500.00	-1,749.75	50.01%
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	16,473.75	40,000.00	-23,526.25	41.18%
01-1734 · Continuing Disclosure Fee	10,000.00	12,000.00	-2,000.00	83.33%
01-1735 · Assessment Roll	0.00	25,000.00	-25,000.00	0.0%
01-1801 · Landscaping - Miscellaneous	12,515.00	0.00	12,515.00	100.0%
01-1808 · Irrigation Repair	109,775.53	205,000.00	-95,224.47	53.55%
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	42,087.01	75,000.00	-32,912.99	56.12%
01-1816 · Electric-Streetlights,Landscape	55,053.52	150,000.00	-94,946.48	36.7%
01-1817 · Maintenance Street Sweeping	0.00	30,000.00	-30,000.00	0.0%
01-1818 · Striping & Traffic Markings	217,829.00	250,000.00	-32,171.00	87.13%
01-1819 · Street Light Maintenance	49,574.30	140,000.00	-90,425.70	35.41%

# Ave Maria Stewardship Community District Budget vs. Actual October 2024 through March 2025

	Oct '24 - Mar 25	24/25 Budget	\$ Over Budget	% of Budget
01-1820 · Maint Sidewalk/Curb Repairs	32,672.00	200,000.00	-167,328.00	16.34%
01-1830 · Maintenance Contracts	380,811.00	729,793.00	-348,982.00	52.18%
01-1831 · Tree Trimming	5,340.00	160,000.00	-154,660.00	3.34%
01-1832 · Storm Cleanup - Landscaping	15,212.50	26,250.00	-11,037.50	57.95%
01-1833 · Plant Replacement	65,213.90	200,000.00	-134,786.10	32.61%
01-1834 · Mulch	106,148.00	150,000.00	-43,852.00	70.77%
01-1839 · Entry Feature/Near Well Water	4,810.74	5,500.00	-689.26	87.47%
01-1841 · Maintenance Irrigation Water	49,542.25	93,713.00	-44,170.75	52.87%
01-1842 · Maint Fountain/Repair	7,940.27	50,000.00	-42,059.73	15.88%
01-1843 · Maintenance Rodent Control	9,125.00	25,000.00	-15,875.00	36.5%
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	26,038.21	52,500.00	-26,461.79	49.6%
01-1847 · Mnt Drainage/Lke Mnt/Littorals	47,925.12	81,113.00	-33,187.88	59.08%
01-1848 · Maintenance Aerators	0.00	2,100.00	-2,100.00	0.0%
01-1850 · Maint-Preserve Maintenance	48,609.00	64,890.00	-16,281.00	74.91%
01-1853 · Maintenance Small Tools	1,722.46	7,500.00	-5,777.54	22.97%
01-1854 · Maint Miscellaneous Repairs	250.00	30,000.00	-29,750.00	0.83%
01-1855 · Maint Vehicle Lease/Fuel/Repair	3,119.26	35,000.00	-31,880.74	8.91%
01-1859 · Maint-Administrative Supplies	2,100.00	0.00	2,100.00	100.0%
01-1863 · Maint Base Management Fee	11,520.00	23,000.00	-11,480.00	50.09%
01-1867 · Asset Management & Software	59,342.39	139,000.00	-79,657.61	42.69%
01-1869 · Operations Team Salaries	220,000.02	462,000.00	-241,999.98	47.62%
01-1871 · Verizon - Internet	1,052.16	0.00	1,052.16	100.0%
01-1872 · Pressure Washing	65,442.00	60,000.00	5,442.00	109.07%
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	3,360.32	250,000.00	-246,639.68	1.34%
01-1893 · Capital Asset Purchase	0.00	110,000.00	-110,000.00	0.0%
Total Expenditures	2,086,794.84	4,773,043.00	-2,686,248.16	43.72%