



AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

COLLIER COUNTY REGULAR BOARD MEETING OCTOBER 6, 2026 4:00 P.M.

**GRAND HALL AT DEL WEBB
6008 Del Webb Way
AVE MARIA, FLORIDA 34142**

www.avemariastewardshipcd.org

DISTRICT MANAGER

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

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

AGENDA
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
REGULAR BOARD MEETING

October 6, 2026

4:00 p.m.

Grand Hall at Del Webb

6008 Del Webb Way

Ave Maria, Florida 34142

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

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

- A. Call to Order
- B. Pledge of Allegiance
- C. Invocation
- D. Proof of Publication.....Page 1
- E. Establish a Quorum
- F. Additions or Deletions to Agenda
- G. Comments from the Public on Agenda Items
- H. Approval of Minutes
 - 1. September 1, 2026 Regular Board Meeting Minutes.....Page 4
- I. Old Business
 - 1. AMSCD Projects Update.....Page 13
 - 2. Consider Addendum to Agreement with Real Estate Econometrics, Inc. for Methodology Consultant Services.....Page 14
 - 3. Receive Update on Sign Replacement Option at Oil Well Road Entry Feature
- J. New Business
 - 1. Receive Update on Ave Maria Blvd & Discovery Drive Roundabout
 - 2. Consider Change Orders in Conjunction with the Anthem Pkwy Ph. 5B Project.....Page 21
 - a. Change Order No. 3 with Earth Tech Enterprises, Inc.
 - b. Change Order No. 3 with O'Donnell Landscapes, Inc.
 - 3. Consider Approval of Temporary Construction Easement for Camp Keais Rd and Pope John Paul II Blvd Roundabout Construction.....Page 28
 - 4. Consider Authorization to Proceed with Preliminary Items Associated with 2027 Master Bond Issuance.....Page 77
 - a. Consider Approval of Engagement Letter for Investment Banking Agreement – Raymond James & Associates, Inc. for 2027 Master Bonds
 - b. Consider Authorization for Real Estate Econometrics, Inc. to Prepare Series 2027 Master Bonds Supplemental Assessment Methodology Report (Phase 6 Master Infrastructure Improvements)
 - c. Consider Approval of Financing Team Agreement – 2027 Master Bonds
 - d. Authorize District Engineer to Commence Preparation of the Seventh Sub-Master Supplemental Engineer's Report for the Phase 6 Project

5. Consider Preliminary Lease Agreement with Ave Maria South Park Industrial, LLC for District Operations Office Space.....	Page 98
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L. Final Public Comments	
M. Board Member Comments	
N. Adjourn	

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



Clerk of the Circuit Court and Comptroller - Crystal K. Kinzel
Collier County, Florida
3315 Tamiami Trail East, Ste. 102 - Naples, FL 34112-5324
Phone: (239) 252-2646

Affidavit of Publication

COLLIER COUNTY STATE OF FLORIDA

Before the undersigned authority personally appeared
Stephanie Martinez-Gonzalez, who on oath says that he
or she is a
Deputy Clerk of the Circuit Court of Collier County,
Florida; that the attached copy of advertisement,
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
FISCAL YEAR 2026/2027 REGULAR MEETING
SCHEDULE was published on the publicly accessible
website <https://notices.collierclerk.com> as designated by
Collier County, Florida on 09/28/2026 until 09/30/2026.

Affiant further says that the website complies with all
legal requirements for publication in chapter 50, Florida
Statutes.

By: Stephanie Martinez
(Affiant Signature)

(Affiant Printed Name)

Sworn to and subscribed before me this 09/30/2026

Crystal K. Kinzel Clerk of the Circuit Court &
Comptroller

By: Jennifer Hansen
(Deputy Clerk Signature)

(Deputy Clerk Printed Name)

Date 9/30/26

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
FISCAL YEAR 2026/2027 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Ave Maria Stewardship Community District (the "District") will hold Regular Meetings in the Ave Maria Master Association located at 5080 Annunciation Circle, Suite 101, Ave Maria, Florida 34142, at 4:00 p.m. (**unless otherwise noted**) on the following dates:

****October 6, 2026****
****November 10, 2026****
December 1, 2026
January 5, 2027
February 2, 2027
March 2, 2027
April 6, 2027
May 4, 2027
June 1, 2027
July 6, 2027
August 3, 2027, at 6:00 p.m.
September 7, 2027

****Meetings will be held at the Grand Hall at Del Webb located at 6008 Del Webb Way, Ave Maria, Florida 34142.****

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

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

Meeting ID: 847 7945 0200

Join by PHONE at: 1-929-436-2866 Meeting ID: 847 7945 0200

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

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

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

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

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

www.avemariastewardshipcd.org

**PUBLISH: COLLIER COUNTY WEBSITE MIDNIGHT ON MON., 09/28/26 UNTIL
MIDNIGHT ON WED., 09/30/26**

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
REGULAR BOARD MEETING
SEPTEMBER 1, 2026
4:00 p.m.
Grand Hall at Del Webb
6008 Del Webb Way
Ave Maria, Florida 34142**

**TO JOIN VIA ZOOM: <https://us02web.zoom.us/j/84779450200>
MEETING ID: 847 7945 0200 DIAL IN AT: 1-929-436-2866**

A. CALL TO ORDER

The September 1, 2026, Regular Board Meeting of the Ave Maria Stewardship Community District (the “District”) was called to order a 4:03 p.m. at Grand Hall at Del Webb located at 6008 Del Webb Way, Ave Maria, Florida 34142. It was noted that this meeting was being recorded.

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

Mr. Klucik led the meeting in prayer.

D. PROOF OF PUBLICATION

Proof of publication was presented indicating that notice of the Regular Board Meeting had been published on August 24, 2026, until August 25, 2026, on the publicly accessible website <https://notices.collierclerk.com>, as designated by Collier County, as legally required.

E. ESTABLISH A QUORUM

A quorum was established with the following Supervisors:

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

District Staff in attendance were:

District Manager	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 Bill McDaniel, and approximately 25 members of the public. There were also approximately 16 people present via Zoom.

F. ADDITIONS OR DELETIONS TO AGENDA

[Recording time: 5:18 – 6:17]

Ms. Holland noted that she had added to the end of the meeting book the two methodology consultant proposals received by the District, both printed copies and website version, as she had forgotten to include them when the books were printed.

A **motion** was made by Mr. Casalanguida, seconded by Mr. DiFlorio and passed unanimously accepting addition to the agenda, as presented.

G. APPROVAL OF MINUTES (NOTE: MINUTES WERE APPROVED PRIOR TO PUBLIC COMMENT)

1. August 4, 2026, Public Hearing and Regular Board Meeting

[Recording time: 6:18 – 7:29]

The minutes of August 4, 2026, Public Hearing and Regular Board Meeting were presented for consideration. Mr. DiFlorio stated that he would like the email that he read during the last meeting regarding Ms. Holland to be added to the minutes.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Casalanguida and passed unanimously approving the minutes of the August 4, 2026, Public Hearing and Regular Board Meeting, amended to include the email noted above by Mr. DiFlorio.

2. August 21, 2026, Methodology Assessment Consulting Services RFQ Evaluation Committee Meeting

The minutes of August 21, 2026, Methodology Assessment Consulting Services RFQ Evaluation Committee Meeting were presented for consideration.

A **motion** was made by Mr. Casalanguida, seconded by Mr. DiFlorio and passed unanimously approving the minutes of the August 21, 2026, Methodology Assessment Consulting Services RFQ Evaluation Committee Meeting, as presented.

H. COMMENTS FROM THE PUBLIC

[Recording time: 7:38 – 11:30]

Jane Hishon, a resident who lives on Achievement Avenue in Del Webb, stated that she was shocked at how high the Arthrex buildings were and would like a plan and timeline for the berm.

Greg Colker spoke regarding the Methodology agenda item and stated that he appreciated Ms. Willson's documentation included in the meeting book. He stated that he had concerns about the methodology for this property and wanted to ensure equal treatment and fairness, and that there was no special favor. Mr. Colker also spoke regarding the proposed roundabout at Pope John Paul II Boulevard and Camp Keias Road. He stated that the roundabout looked nice and he hoped that the lighting was not white and inquired about lighting standards.

I. OLD BUSINESS

1. AMSCD Projects Update

[Recording time: 11:36 – 19:34]

Mr. Roth asked if there were any questions regarding the District project updates provided in the meeting book. Mr. Klucik requested Ms. Holland review the project updates. Ms. Holland summarized the project updates. Mr. Klucik commented on the Anthem Parkway Phase 5B connection to Madison Street; he stated that the connection was likely not going to happen. Ms. Holland stated that she was working with the president of the Emerson Park HOA and that she would continue to provide updates to the Board. Mr. Casalanguida stated that he had spoken with an Emerson resident, Patrick Linn, and Mr. Linn wants the connection. Ms. Holland also confirmed that she had spoken with Fire Chief Choate regarding the connection, and Chief Choate also wants the connection completed. Mr. DiFlorio asked about golf carts turning left out of the Water Park. Ms. Holland confirmed that she was working with the District Engineer and will report back to the Board of any progress.

2. Consider Approval of Amendment to Agreement with Peninsula Engineering for Project Engineering Services

[Recording time: 19:36 – 22:13]

Ms. Holland presented this item and explained that the Amendment to the Agreement with Peninsula Engineering for Project Engineering Services to update the rate schedule was continued at the July Board meeting. At the July meeting, Mr. Klucik asked if Peninsula would be willing to apply a discount to the proposed rates and Mr. Genson agreed to consider discounted rates. Both the current rate schedule and the proposed rate schedule were included in the meeting book. Mr. Genson agreed to apply a three percent (3%) discount to the invoices to the District, as included in Section 2.B. of the amendment to the agreement, and noted that the reduction would not apply to direct expenses or sub-consultant costs. Mr. Klucik asked to confirm that the 3% discount would apply to all of the rates. Ms. Holland clarified that the 3% discount would be applied to the invoice total [aside from the previously noted direct expenses or sub-consultant costs] because the rates were set up in the billing software.

A **motion** was made by Mr. Casalanguida, seconded by Mr. DiFlorio and passed unanimously approving the Amendment to the Agreement with Peninsula Engineering for Project Engineering Services.

3. Receive Update on Arthrex Commerce Park Berm

[Recording time: 22:15 – 48:26]

Ms. Holland presented an update on the Arthrex Commerce Park berm. She explained that the Arthrex Commerce Park berm/buffer was a public improvement required by Collier County. She reviewed the minutes of the Collier County Planning Commission meeting held on September 18, 2014, pursuant to Mr. Klucik's request where the berm was discussed and eventually approved with the SRA Amendment. The petitioner/developer committed that the berm would be constructed; however, that commitment did not extend to identifying who would pay for it or who would be responsible for its ongoing maintenance. Ms. Holland explained that the berm was later included as a District improvement, to be funded through the 2023 and 2025 master bond issuances, as identified in the engineer's reports [applicable to each series of bonds], both of which were approved by the Board of Supervisors. By adopting the engineer's reports and issuing bonds explicitly tied to this infrastructure, the District legally accepted the project into its capital plan to be provided by the District. District bond funds cannot be used to build an asset that the District claims it has no responsibility to own or maintain. The District does not segment infrastructure

[special] benefits by individual categories (residents, businesses, schools, etc.); [lands specially benefitted by the] infrastructure is assessed and maintained for the collective benefit of the [specially benefitted landowners within the] District as a whole. Ms. Holland stated that the District was responsible for the roads and infrastructure in the Arthrex Commerce Park, and the berm would be maintained similarly to the other master public infrastructure. She explained that the berm was physically and operationally tied to the rest of the commerce park's common-area infrastructure and maintaining it alongside the existing roads and future rights-of-way was the most efficient and logical approach. She added that District staff had accounted for the maintenance costs in the approved budget.

Mr. Klucik stated that Ms. Holland confirmed that the developer petitioned the SRA amendment, representing the developer, committing to the berm. He stated that he expects the developer to take responsibility for a commitment they made as a result of a problem they created by changing the land plan, and was curious what Mr. Casalanguida had to say about this. Mr. Casalanguida stated that the benefit was served by all, he did not work for Barron Collier at that time, and that the petitioner does not dictate who pays for the improvements. Mr. Klucik stated that the commercial development impacts the Del Webb residents and this is a result of the developer wanting to develop the land differently. Mr. Casalanguida stated that if this was a concern, this should have been brought up during the bond issuance process. Mr. Klucik responded that he was referring to the new section of the berm and imposing the burden on the residents was not fair. Discussion ensued between Mr. Klucik and Mr. Casalanguida. Mr. Casalanguida stated that this was a worthy debate, but it was unfair to go back and change it now. Mr. Roth stated that the Board would encounter this challenge again with projects such as the sod farm, and Mr. Klucik stated that the Board should do what they can to minimize these types of expenditures moving forward. Mr. Roth stated that the Board needed to continue to review special benefits associated with improvements provided by the District. Discussion ensued among the Board regarding the approval process and how improvements are funded. Mr. Klucik expressed his frustration that the developer changed the land plan, including the required berm, but placed the burden of the berm on the taxpayers.

A **motion** was made by Mr. Klucik, seconded by Mr. DiFlorio to remove the new section of the Arthrex berm from a future bond issuance. Upon being put to a vote, the **motion** failed 2-3 with Mr. Casalanguida, Mr. Roth, and Ms. Robertson dissenting.

The cost of the berm was questioned and Mr. Hurst confirmed the approximate cost of the berm improvements was \$250,000. Ms. Willson noted for clarity on the record that the berm would stay in the [current and anticipated] bonds projects, that the berm would be a District asset, and that it would be the District's ownership and maintenance responsibility upon completion. Mr. Klucik stated that this was an example of why the third resident seat was important to the District. Mr. DiFlorio asked if the existing berm was sufficient. Ms. Holland explained that the berm itself had been constructed, but it had not been planted yet, but it would be similar to the portion of the berm that had been planted. She confirmed that she will request a set of plans showing the planting plan and provide that to the Board. Mr. Roth requested that the Board make a concerted effort to establish project funding responsibilities in advance to prevent future financial discrepancies. Mr. Klucik stated that he was disappointed that for \$250,000, they had to stick it to the taxpayers. Mr. Casalanguida countered Mr. Klucik's assertion, arguing that repeating the claim that the landowner was nefarious would eventually make people believe it. He explained that the landowner funds the budget deficit. Mr. Roth asked the Board to move on to the next item.

4. Methodology Consultant Services

a. Consider Evaluation Committee Recommendation and Select Consultant to Perform Methodology

[Recording time: 48:27 – 52:05]

Ms. Holland reminded the Board that the two methodology consultant proposals were included at the back of the meeting book. Mr. Tryka presented the evaluation committee's recommendation for the methodology consultant services. He explained that both firms were highly qualified and reviewed the five categories used to evaluate. Mr. Tryka reviewed the evaluation committee's recommendation based on the scoring categories: Real Estate Econometrics, Inc. received 97 points and Willdan Financial Services received 92 points. Mr. Tryka recommended proceeding with Real Estate Econometrics. There were no questions or comments from the Board.

b. Consider Resolution 2026-21 – Methodology Consultant Services

Resolution No. 2026-21 was presented, entitled:

RESOLUTION NO. 2026-21

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT REGARDING THE AWARD OF SPECIAL ASSESSMENT METHODOLOGY SERVICES AGREEMENT AND AUTHORIZATION TO NEGOTIATE AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mr. Casalanguida confirmed that this item was to select the firm, and that the next steps involved entering into negotiations, and returning to the Board for final approval.

A **motion** was made by Mr. Casalanguida, seconded by Mr. DiFlorio and passed unanimously accepting the evaluation committee's recommendation to enter into negotiations with Real Estate Econometrics, Inc. and adopting Resolution 2026-21 – Methodology Consultant Services.

5. Consider Addendum to Proposal with Trebilcock Consulting Solutions, P.A. for Golf Cart Ordinance Update

[Recording time: 52:08 – 57:17]

Ms. Holland presented this item. She explained that the proposal from Trebilcock Consulting Solutions (TCS) was prepared in accordance with the updated study that was required to update the Golf Cart Ordinance. TCS was instrumental in assisting with the previous Ordinance update in 2016 and was familiar with the process. TCS will provide transportation consulting services including general consultation, traffic speed evaluation, traffic analysis, and public hearing attendance. The total fee for the services is \$20,500 and the budget includes sufficient funds for professional services.

Mr. Klucik asked about the roads that would be included in the updated Ordinance. Ms. Holland and Mr. Genson confirmed that all known roads that were anticipated to include the pathway for golf carts would be included in the Ordinance update. Mr. DiFlorio stated that the District did not have a mechanism for enforcement, which was discouraging.

A **motion** was made by Mr. Casalanguida, seconded by Mr. DiFlorio and passed unanimously approving the Addendum to the Proposal with Trebilcock Consulting Solutions, P.A. for the Golf Cart Ordinance Update.

J. NEW BUSINESS

1. Receive Update on Camp Keais Road and Pope John Paul II Blvd Roundabout

[Recording time: 57:20 – 1:21:50]

Ms. Holland introduced Kevin Heldorfer to present this item and displayed the PowerPoint presentation on the screen.

Mr. Heldorfer introduced himself as the design engineer from Jacobs and went through the PowerPoint presentation on the new roundabout on Camp Keais Road and Pope John Paul II Boulevard. Mr. Roth asked for confirmation that the improvements would be at no cost to the District. Mr. Heldorfer confirmed that was correct, no cost to the District. Mr. Heldorfer explained that they have an aggressive schedule for design and construction, anticipating construction to commence in the first quarter of 2027. He also explained that the roundabout was designed to accommodate the future 4-laning of Camp Keais Road. Mr. Roth asked Mr. McDaniel if he would let golf carts cross Camp Keais Road and Mr. McDaniel responded negatively. Discussion ensued regarding golf carts and the roundabout. Mr. Tryka added that a 12' multiuse pathway was not just for golf carts. Mr. Heldorfer stated that he needed to discuss the golf cart route with Collier County Transportation staff. He explained that the lighting followed FDOT standards. Mr. Heldorfer explained that the next step was to request a temporary construction easement from the District for access and necessary work on District property. Mr. Klucik stated that there had been several fatal accidents at this intersection, and he asked if a plaque could be integrated into the project in honor of those who had lost their lives. Mr. McDaniel responded that he would need to look into that request, or alternatively, the plaque could be placed in the District right-of-way. Ms. Holland mentioned that she had been working with Mr. Heldorfer's team with respect to the District infrastructure including landscaping, lighting, irrigation, electricity, and signage that would be affected by the new roundabout. She stated that they agreed to install the decorative signposts on Pope John Paul II Boulevard, where new signage was necessary, instead of the standard FDOT square channel signposts. Mr. Casalanguida mentioned the potential CAT bus stop along Camp Keais Road. He also stated that landscaping was still being discussed, including the entity responsible for maintenance of landscaping. Mr. McDaniel stated that minimal landscaping would be installed in the central island of the roundabout in an effort to keep it highly visible. Mr. DiFlorio asked for confirmation that the costs associated with the roundabout would not be included in a future bond issuance. Mr. Casalanguida confirmed that the District would not be responsible for the costs. Ms. Willson stated that the temporary construction easement would be drafted to address payment obligations and infrastructure improvements within the District right-of-way. A resident asked about lighting at crosswalks and accessibility. Mr. Heldorfer confirmed that the crosswalks would have lighting. He also confirmed that the intersection would be accessible during construction and that a maintenance-of-traffic plan would be in place.

A **motion** was made by Mr. Casalanguida, seconded by Mr. DiFlorio and passed unanimously accepting the presentation and directing District staff to prepare the temporary construction easement, as discussed.

2. Consider Resolution No. 2026-22 – Set and Notice a Public Hearing to Adopt Proposed Amendments to the District's Rules and Procedures

[Recording time: 1:21:54 – 1:25:11]

Resolution No. 2026-22 was presented, entitled:

RESOLUTION NO. 2026-22

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE

OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE

Mr. Klucik asked if all of the updates were administrative, or if some were initiated by staff. Ms. Willson confirmed that recent legislative changes prompted the updates to the Rules of Procedure, which also included some administrative items and she briefly reviewed the updates and noted a redline from the last-adopted Rules of Procedure were available for review. The Board agreed to set the public hearing for November 10, 2026 [at 4:00 pm at Grand Hall at Del Webb].

A **motion** was made by Mr. Klucik, seconded by Mr. Casalanguida and passed unanimously adopting Resolution 2026-22 – Set and Notice a Public Hearing to Adopt Proposed Amendments to the District’s Rules and Procedures, as presented.

3. Consider Authorizing District Engineer to Design and Permit Crosswalk Improvements at Bellera

[Recording time: 1:25:12 – 1:27:56]

Ms. Holland presented this item. She explained that staff completed the majority of the crosswalk enhancements at the intersections on Ave Maria Boulevard in accordance with Board direction, including striping, signage, landscape removal and sod replacement. The line item for crosswalk enhancements had approximately \$38,000 remaining. Ms. Holland reminded the Board that Scott Brooks initiated the crosswalk enhancements analysis by requesting the rectangular rapid flashing beacons (RRFBs) at Bellera. The professional design consultant, Kimley Horn, confirmed that the RRFBs were warranted at this intersection. Ms. Holland recommended the Board authorize the District Engineer to design and permit the RRFBs at the Ave Maria Boulevard/Bellera intersection. Mr. DiFlorio asked if we could consider a flashing beacon in the median as well. Ms. Holland indicated that they could.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Casalanguida and passed unanimously authorizing the District Engineer to Design and Permit Crosswalk Improvements (RRFBs) at Bellera.

K. ADMINISTRATIVE MATTERS

1. Legal Report

Ms. Willson had nothing further to report.

2. Engineer Report

Mr. Tryka had nothing further to report but stated that the new blue AVE MARIA lettering looked great.

3. Manager’s Report

a. Financials

[Recording time: 1:28:35– 1:32:18] Ms. Holland indicated that the financials through July 2026 were included in the meeting book and noted an overage to the Irrigation Repairs line item.

Ms. Holland indicated that staff was interested in beginning the contractor prequalification process again. She noted that the staff was pleased with the current prequalified contractors, but she would like to add categories for paving and striping contractors, and also aquatic and preserve maintenance contractors. She plans to begin the process starting at the October Board meeting.

Mr. Klucik asked for an update on the lake project in Avalon Park and mentioned an email from a resident regarding the lakes. Ms. Holland confirmed that she was investigating the resident's concerns and would follow up with an email. Mr. Genson provided an update on the [Ave Maria Development/Pulte] lake project. He stated that they anticipated final completion in approximately four weeks. He was happy to confirm that the improvements were successful, and everything seemed to be holding well. Ms. Holland confirmed that she was working with the contractor to ensure the silt is removed from Rosary Lake.

L. FINAL PUBLIC COMMENTS

[Recording time: 1:32:22 – 1:42:22]

Greg Colker stated that in response to the lake update discussed previously, he recognized that there were issues with the contractors in the beginning, but they were now doing a great job and Pulte and Ave Maria Development had also done a great job. He stated that he understood that the lakes may come to the District. He appreciated the lighting update [regarding the roundabout]. Mr. Colker also discussed the entry feature sign and recognized that the process was about finding a good solution and saving money for residents. He suggested moving forward and that it would be best to get color samples before installing new signage. He suggested installing signs with a QR code so residents know who is responsible for the project. He also suggested a "Projects Page" on the District website for residents to stay informed about District projects.

David Genson commented on the signage at the entrance of Ave Maria Boulevard at Oil Well Road. He stated that the community was upset and indicated that he does not believe the color blue presented during the Board meeting was the same as the actual color of the signs. He noted that Ave Maria Development would be happy to contribute by replacing the sign. Mr. Roth asked if AMD would be willing to pay for a new sign and Mr. Genson responded that they would. A brief discussion ensued regarding the sign and the process that led to its replacement.

Bill McDaniel suggested deferring any immediate action regarding the new entry sign color and recommended bringing this item back at a later date. He explained the process the County used for signs in Immokalee.

Ms. Hishon stated that she had Del Webb HOA's response to the berm question and that she would forward the email to Ms. Holland.

M. BOARD MEMBER COMMENTS

[Recording time: 1:42:23 – 1:44:38]

Mr. Klucik stated that Father Vidal was leaving [the Ave Maria Catholic Church] and he requested to collaborate with Ms. Holland to come up with a plan to recognize him.

Mr. Casalanguida had no further comments but stated that he would be available after the meeting if anyone in the audience would like to speak with him.

Mr. Roth mentioned the QR code idea for worksites and asked if it was feasible. He also stated that some meeting discussions had become increasingly contentious of late and asked if Board Member behavior could be codified. He also reminded the Board that assessments for the K-12 school needed to be revisited.

N. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 5:45 p.m. There were no objections.

Secretary/Assistant Secretary

Chair/Vice-Chairman

Project Name and Date Appeared on List	Start Date	End Date	% Complete	Est. Cost	Cost Under Contract (to-date) *denotes approximate cost	Funding Source	EOR/Vendor	Responsible Party	Comments
Anthem Parkway Ph 5A (North Park to Avalon) 6/7/2022	Q2 2023	Anthem Parkway Roadway: Q3 2026 IPS #4: Q4 2026	100% Design 90% Construction	\$10,264,854	*\$13,100,000	2023 & 2025 Bonds	Daniel Hartley	Allyson Holland (District)	Roadway construction is complete. IPS4: Irrigation pump station installation and site work complete. Building design for irrigation pump station housing complete; plans will be sent out to bid in October. Concrete driveway to be installed with building construction. Recharge well construction in progress and nearing completion.
Anthem Parkway Ph 5B (Includes roundabout at PJPII) 6/7/2022	Q1 2025	Q3 2026	100% Design 95% Construction	\$8,394,852	*\$9,609,525	2023 & 2025 Bonds	Daniel Hartley	Allyson Holland (District)	Roadway construction is complete with the exception of the connection to Madison St.* *Connection at Madison St. (Emerson Park) has been approved as a separate phase of construction and will not be completed at this time. Emerson Park has not agreed to allow the connection at this time.
Athrex Commerce Park Phase 3 12/26/2024	6/1/2025	6/30/2027	Mass Grading/Excavation - 99% Construction Roadway/Infrastructure 0% complete	TBD	\$11,031,153	2025 Bonds Anticipated 2027 Bonds	David Hurst	AMD and District	Mass grading project is 99% complete. Roadway construction plans are approved and plat is recorded. Construction contracts are awarded and shop drawings are in production. Plan modification for bridge re-design and incorporation of roundabout at Ave Maria Blvd forthcoming.
District Website Update 1/23/2025	1/23/2025	12/30/2026	30%	TBD	TBD	N/A	GSMA	Allyson Holland	Updates to website continue.
Crosswalk Analysis/Intersection Improvements 8/27/2025	6/1/2025	9/30/2026	100% Analysis 60% Construction	\$100,000	\$61,618	FY 25/26 O&M Budget	TBD	Allyson Holland (District)	District Engineer is designing and permitting RRFBs at Bellera intersection.
Ave Maria Blvd Entry Feature Design Alternatives 1/23/2026	10/14/2025	9/30/2026	90%	N/A	\$15,000 Design Alternatives \$30,453.54 Letter Replacement & Pressure Wash/Seal	FY 25/26 O&M Budget	OPI	Allyson Holland (District)	Blue AVE MARIA lettering was installed in August. The faux rock was pressure washed and sealed prior to letter replacement. Fountain will be removed/renovated in FY26-27. Staff is waiting on pricing. AMD will present alternative AVE MARIA letter options before the Board in October as a result of negative feedback on the blue letters.
Collier County Partnership 3/30/2026	3/3/2026	12/1/2026	50%	TBD	TBD	TBD	Collier County	Allyson Holland (District)	County will begin ownership & maintenance of Oil Well Road street lights on Oct 1, 2026; a new lighting district will not be created at this time. BOCC will terminate maintenance agreement effective 10/1. County-owned parcel is being discussed internally due to impact fee credits.
Board Seat Turnover Analysis 3/30/2026	3/3/2026	12/1/2026	75%	TBD	TBD	TBD	LJA	Allyson Holland (District)	On hold
Golf Cart Ordinance Update 7/29/2026	7/6/2026	7/1/2027	0%	TBD	\$20,500 Traffic Study	O&M Budget	TCS	Allyson Holland (District)	In progress
Athrex Berm Update 7/29/2026	7/6/2026	12/1/2026	25%	TBD	TBD	TBD	AMD	Allyson Holland (District)	District Manager requested planting plans and schedule for berm north of Arthrex.

ADDENDUM TO PROPOSAL BETWEEN THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT (“DISTRICT”) AND REAL ESTATE ECONOMETRICS, INC. (“CONSULTANT”) FOR PREPARATION OF AN ASSESSMENT METHODOLOGY REPORT

District:	Ave Maria Stewardship Community District	Consultant:	Real Estate Econometrics, Inc.
Mailing Address:	2501A Burns Road Palm Beach Gardens, Florida 33410	Mailing Address:	707 Orchid Drive, Suite 100 Naples, Florida 34102
Phone:	(561) 630-4922	Phone:	(239) 269-1341

The following provisions govern that Proposal, dated October 6, 2026, 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 preparation of an assessment methodology report:

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. Professional Liability Insurance.

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. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Consultant pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
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 negligent 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 negligent 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 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. 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.
7. 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.

REAL ESTATE ECONOMETRICS, INC.

**AVE MARIA STEWARDSHIP COMMUNITY
DISTRICT**

By:_____
Its:_____
Date:_____

Chairperson, Board of Supervisors

Date:_____

Exhibit A: Proposal

EXHIBIT A



MEMORANDUM

TO: Ms. Allyson Holland
District Manager, Ave Maria Stewardship Community District
Special District Services, Inc.

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

SUBJECT: Ave Maria Stewardship Community District Proposal to Determine Special and Specific O&M Benefit Assessment to 1,001 Acres in District Boundary

DATE: October 6, 2026

Scope of Work

Background

The Ave Maria Stewardship Community District (“District”) is considering the development of an assessment methodology report (“Report”) to determine the special and specific benefit received from the operation and maintenance of the District’s capital improvements by a 1,001-acre parcel located within the District’s boundaries, east of Camp Keais Road and physically separated from the developed Ave Maria town core, (the “Subject Property”).

The Subject Property is programmed under the 2025/2026 Stewardship Receiving Area (“SRA”) Amendment for approximately 3,500 units of Senior Adult Housing – Detached (ITE Land Use Code 251). The Report will document the legal and technical basis for imposing District operations and maintenance (“O&M”) non-ad valorem special assessments on the Subject Property and; (b) present a resulting per-unit and aggregate benefit determination in the context of the District’s District-wide FY O&M budget and assessment roll.

This Report will address the annual O&M special assessment only. It will not address, and should not be read to determine, the capital cost allocation, debt assessment, or impact-fee funding of the roadway, stormwater, or other capital improvements to be constructed in connection with the Subject Property's development.

The District is requesting Real Estate Econometrics, Inc ("Consultant") to prepare this Report.

Real Estate Econometrics, Inc ("Consultant") is well versed in developing assessment methodology reports for O&M budgets and bond issues that address the following: (1) the cost allocation methodologies, (2) the assessment methodologies, and (3) application of the resulting proportionate special benefits to determine the final assessment configuration.

Assignment Plan

Assignment 1 – Preparation of the Report

The Consultant will prepare a Report that will determine the allocation for the special and specific benefit received by the Subject Property from the District's annual O&M budget.

The assessment methodology is a process by which the District mathematically allocates the costs associated with the funding of its O&M budget to the proposed units to be developed on the Subject Property and that determines the proportionate benefit to each parcel.

Assignment 2 – Meetings and Presentations

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

Fee Proposal and Billing Arrangements

Fee Proposal

The consultant's fixed fee proposal for Assignments 1 and 2 as outlined above is \$20,000 to prepare and present the proposed Report. The Consultant will attend meetings and make presentations as needed. Meeting attendance and presentations are included in the fixed fee.

Time Table

We can complete the assignments in an expedited fashion to meet the District's needs and requirements.

Real Estate Econometrics, Inc. Billing Procedures

We begin each engagement with your signed authorization to proceed. Fees for services and expenses will be billed to the District.

Authorization to Proceed

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

Authority to Execute

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

In witness whereof, the parties hereto have executed this Agreement, in duplicate, this 6th day of October, 2026.

Board of Supervisors
Ave Maria Stewardship Community District

Signature: _____
Chairman

Printed Name: Mr. Jay Roth

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

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

To: Board of Supervisors

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

Date: September 28, 2026

Board Meeting Date: October 6, 2026

SUBJECT

Change Order No. 3 to Earth Tech Enterprises, Inc. and Change Order No. 3 to O'Donnell Landscapes, Inc. in conjunction with the Anthem Parkway Phase 5B project.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors approve Change Order No. 3 to Earth Tech Enterprises, Inc. and Change Order No. 3 to O'Donnell Landscapes, Inc. in conjunction with the Anthem Parkway Phase 5B project.

GENERAL INFORMATION

In June of 2025, the Ave Maria Stewardship Community District (District) contracted with Earth Tech Enterprises, Inc. (Earth Tech) for construction services in conjunction with the Anthem Parkway Phase 5B earthwork and roadway project for an original contract price of \$4,488,824.70. Change Order No. 1 was approved by the Board in April of 2026 to deduct the roadway improvements within the Madison St right-of-way (Emerson Park) in the amount of \$7,581.60, bringing the current contract price to \$4,481,243.10. Change Order No. 2 was approved by the Board in June of 2026 to add additional days to the contract time.

Change Order No. 3 reduces the contract total by \$77,838.54. This credit accounts for earthwork and miscellaneous improvements including silt fence and bahia sod that were removed from the scope of work. The new total contract price for Earth Tech, including the deductive Change Order No. 3 is calculated as follows: \$4,481,243.10 minus \$77,838.54 = \$4,403,404.56.

In August of 2025, the District contracted with O'Donnell Landscapes, Inc. (O'Donnell) for construction services in conjunction with the Anthem Parkway Phase 5B landscape and irrigation project for an original contract price of \$1,504,054.85. Change Order No. 1 was approved by the Board to deduct unused materials because of construction plan changes in the amount of \$176,584.75, bringing the current contract price to \$1,327,470.10. Change Order No. 2 was approved by the Board in June of 2026 to add additional days to the contract time.

Change Order No. 3 reduces the contract total by \$41,549.50. This credit accounts for unused materials including sod and plants that were not needed as a result of changes to the plans. The new total contract price for O'Donnell, including the deductive Change Order No. 3 is calculated as follows: \$1,327,470.10 minus \$41,549.50 = \$1,285,920.60.

DISTRICT ENGINEER REVIEW

District Engineer has reviewed and approved the change orders.

DISTRICT LEGAL COUNSEL REVIEW

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

FUNDING REVIEW

Funding source is 2025 bonds.

Attachment

Change Order No. 3

Date of Issuance: August 31, 2026 Effective Date: August 31, 2026

Project: Anthem Parkway Phase 5B	Owner: Ave Maria Stewardship Community District	Owner's Contract No.:
Contract: Anthem Parkway Phase 5B Earthwork and Paving Construction		Date of Contract: 6/18/2025
Contractor: Earth Tech Enterprises, Inc.		Engineer's Project No.: P-AMD-037

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

Deduct for scope of work removed/not completed through this contract.

Earthwork Deduct: (\$64,366.04)

Misc. Improvements Deduct: (\$13,472.50)

Attachments (list documents supporting change): Earth Tech Change Order dated 8/31/2026.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$4,488,824.70

[~~Increase~~] [Decrease] from previously approved Change Orders No. NA to No. 2:

\$ (\$7,581.60)

Contract Price prior to this Change Order:

\$4,481,243.10

Decrease of this Change Order:

(\$77,838.54)

Contract Price incorporating this Change Order:

\$4,403,404.56

CHANGE IN CONTRACT TIMES:

Original Contract Times:

Calendar days

Substantial completion (days or date): 180

Ready for final payment (days or date): 60

[~~Increase~~] [~~Decrease~~] from previously approved Change Orders

No. NA to No. 2:

Substantial completion (days): NA

Ready for final payment (days): NA

Contract Times prior to this Change Order:

Substantial completion (days or date): 496

Ready for final payment (days or date): 60

[~~Increase~~] [~~Decrease~~] of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): 496

Ready for final payment (days or date): 60

RECOMMENDED:

By:

Engineer (Auth. Sign.)

Date: 09/03/2026

Approved by Funding Agency (if applicable):

ACCEPTED:

By:

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By:

Contractor (Authorized Signature)

Date: _____

Date: _____



Earth Tech Enterprises

9921 Interstate Commerce Dr
Fort Myers, FL 33913
Phone: (239) 774-1223
Fax: (239) 774-1227

Change Order

C/O Date: 8/31/2026

Quoted to: Ave Maria Steward Community Di
2501A Burns Road

Regarding Job: Anthem Parkway Phase 5B
2529

Palm Beach Gardens, FL 33410

C/O No:	5	Comments
Sequence:	0	DEDUCT to close Contract
Owner C/O No:	5	

Description	Qty	U/M	Unit Price	Amount
DEDUCT - Silt Fence - Single Row	-6,442.00	LF	2.50	-16,105.00
DEDUCT - Bahia Sod (Work Area Restoration)	-14,194.42	SY	3.40	-48,261.04
DEDUCT - Miscellaneous Improvements	-1.00	LS	13,472.50	-13,472.50

Original Contract	\$	4,488,824.70
Previous Change Orders	\$	-7,581.60
Revised Contract	\$	4,481,243.10
Current Change Order	\$	-77,838.54
New Contract Total	\$	4,403,404.56

Authorized by: _____
Ave Maria Steward Community Di

Date: _____

Representative: _____
Earth Tech Enterprises

Date: _____

Change Order No. 3

Date of Issuance: September 21, 2026		Effective Date: September 21, 2026
Project: Anthem Parkway Phase 5B	Owner: Ave Maria Stewardship Community District	Owner's Contract No.:
Contract: Landscaping & Irrigation		Date of Contract: 8/13/2025
Contractor: O'Donnell Landscapes, Inc.		Engineer's Project No.: P-AMD-037

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

Description:

Deduct for unused materials: (\$41,549.50)

Attachments (list documents supporting change): O'Donnell Draw 7 dated 9/11/2026

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: Calendar days
\$1,504,054.85	Substantial completion (days or date): 90
	Ready for final payment (days or date): 30
~~Increase~~ [Decrease] from previously approved Change Orders No. N/A to No. 2:	~~[Increase]~~ [Decrease] from previously approved Change Orders No. <u>NA</u> to No. <u>3</u> :
(\$176,584.75)	Substantial completion (days): 90
	Ready for final payment (days): 30
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$1,327,470.10	Substantial completion (days or date): 279
	Ready for final payment (days or date): 30
Deduct of this Change Order:	[Increase] ~~[Decrease]~~ of this Change Order:
(\$41,549.50)	Substantial completion (days or date): No change
	Ready for final payment (days or date): No change
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$1,285,920.60	Substantial completion (days or date): 369
	Ready for final payment (days or date): 30

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____

AIA Document G702

Application and Certificate for Payment

Page 1 of 2

TO Ave Maria Stewardship Community District 2501 A Burns Road Palm Beach Gardens, FL 33410	PROJECT: Anthem Parkway Phase 5B	APPLICATION NO. 7 (August) PERIOD TO: 8/31/2026 CONTRACT DATE: 8/13/25 INVOICE #: 869-26	Distribution To: OWNER ARCHITECT CONTRACTOR FIELD OTHER
FROM O'Donnell Landscapes, Inc. 4291 Williams Road Estero, FL 33928			

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$ 1,504,054.85
2. Net change by Change Orders	\$ (218,134.25)
3. CONTRACT SUM TO DATE (Line 1 +/- 2).....	\$ 1,285,920.60
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 1,285,920.60
5. RETAINAGE:	
a. 5% OF COMPLETED WORK	\$ 64,296.03
(Column D+E on G703)	
b. 5% OF STORED MATERIALS	
(Column F on G703)	
Total Retainage (Lines 5a+5b or Total Column 1 of G703).....	\$ 64,296.03
6. TOTAL EARNED LESS RETAINAGE.....	\$ 1,221,624.57
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$ 1,160,620.75
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 61,003.82
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$64,296.03
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY:	Additions	Deductions
CO #1 Plan Change		\$ (176,584.75)
CO #2 Unused Materials		\$ (41,549.50)
NET CHANGES by Change Order	\$	(218,134.25)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor Work for which previous Certificates of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: O'DONNELL LANDSCAPES, INC.

By: 

Date: 9/11/26

Print: Stephen O'Donnell, V.P.

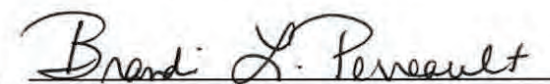
State of Florida

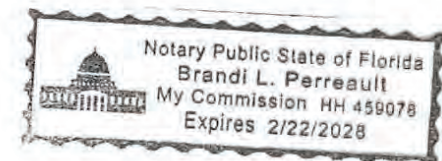
County of Lee

Subscribed and sworn to before me this 11th day of September 2026

Notary Public:

My Commission Expires:


2/22/28



AIA Document G703

Continuation Sheet

Page 2 of 2

TO Ave Maria Stewardship Community District
2501 A Burns Road
Palm Beach Gardens, FL 33410

PROJECT: Anthem Parkway Phase 5B

APPLICATION NO: 7 (Seven)
APPLICATION DATE: 9/11/2026
PERIOD TO: 8/31/2026
CONTRACT DATE: 8/13/25
INVOICE #: 869-26

FROM O'Donnell Landscapes, Inc.
4291 Williams Road
Estero, FL 33928

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	ORIGINAL SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% Complete	BALANCE TO FINISH (C-G)	5% Retainage
			PREVIOUS REQUESTS	THIS APPLICATION					
				THIS PERIOD	MATERIALS PRESENTLY STORED				
1	Mobilization & Bond	25,000.00	25,000.00			25,000.00	100%	0.00	1,250.00
2	Landscape Installation	1,232,295.70	949,946.90	282,348.80		1,232,295.70	100%	0.00	61,614.79
3	Irrigation Installation	246,759.15	246,759.15			246,759.15	100%	0.00	12,337.96
4	Change Order #1 (Plan Changes)	(176,584.75)		(176,584.75)		(176,584.75)	100%	0.00	(8,829.24)
5	Change Order (Unused Material)	(41,549.50)		(41,549.50)		(41,549.50)	100%	0.00	(2,077.48)
	TOTAL	1,285,920.60	\$ 1,221,706.05	\$ 64,214.55	\$ -	\$ 1,285,920.60	100.00%	\$ -	\$ 64,296.03

Upon recording, this instrument
should be returned to:

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

**[POPE JOHN PAUL II BOULEVARD FROM EAST LEG OF ANTHEM PARKWAY
ROUNDBOUT TO CAMP KEAIS ROAD]**

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“**Agreement**”) is made this ____ day of _____, 2026 by **AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2004-461, *Laws of Florida*, as amended, whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (“**District**”), and **AVE MARIA DEVELOPMENT, LLLP** a Florida limited liability limited partnership, its successors and assigns, whose address is 2600 Golden Gate Parkway, Naples, Florida 34105 (“**Developer**,” and together with the District “**Parties**,” and each a “**Party**”).

WITNESSETH:

WHEREAS, the District was established pursuant to Chapter 2004-461, *Laws of Florida*, as amended, (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure and other infrastructure improvements within or without the boundaries of the District; and

WHEREAS, the District presently owns the land described in **Composite Exhibit A** (“**Easement Area**”); and

WHEREAS, the Developer desires to remove certain District infrastructure and replace with certain upgraded improvements (“**Improvements**”) within the Easement Area as further depicted in the attached current construction plans included within **Composite Exhibit A** (“**Work**”) as such may be amended and supplemented from time to time; and

WHEREAS, given that the District has no objections, the Developer desires to undertake the Work.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. **Construction Easement.** The District hereby grants to Developer including its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives an easement over, upon, under, through, and across the Easement Area for ingress and egress for the Work ("**Easement**"). Developer shall use all due care to protect the Easement Area and adjoining property from damage resulting from Developer's use of the Easement Area. Developer shall remain responsible for completion of all required permits, certifications or other approvals necessary to complete the Improvements. The Parties agree to cooperate in good faith to determine long-term ownership and maintenance of the Improvements. The District's Engineer shall approve all Work to the District's satisfaction prior to District acceptance of any Improvements. The District shall not be responsible for operation and maintenance for any of the Improvements constructed within the Easement Area other than landscaping of similar nature to that which was in place and maintained by the District prior to Developer's commencement of Work, lighting, asphalt and curbing without additional approval by the District.

3. **Damage.** In the event that Developer, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area (outside of contemplated removal of District infrastructure as contemplated herein) or to adjacent property or improvements in the exercise of the easement rights granted herein, Developer, at Developer's sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition.

4. **Insurance and Indemnity.** Developer and/or any contractors performing work for Developer 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 Developer within the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Developer and District 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 District. Developer hereby agrees to indemnify and hold harmless District from and against any and all liability arising out of Developer's activities within the Easement Area. Developer agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of District's limitations on liability as set forth in Section 768.28, Florida Statutes, or other applicable law.

5. **Liens.** Developer 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.

6. **Default.** A default by the District or Developer 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 actual damages, injunctive relief, and specific performance.

7. **Enforcement of Agreement.** In the event that the District or Developer seeks 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.

8. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any Party is required, or may desire, to give to or make upon the other Party pursuant to this Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other Party at the addresses first listed above (or to such other place as any Party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. 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 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(s) for Developer may deliver Notice on behalf of the District and Developer, respectively.

9. **Third Parties.** This Agreement is solely for the benefit of the District and Developer, 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, corporation, or entity other than the District and Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement. 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.

10. **Assignment.** Neither of the Parties hereto may assign, transfer, or license all or any portion of its rights under this Agreement without the prior written consent of the other Party; provided, however, that Developer may assign this Agreement to any successor-in-interest, or affiliated entity, to a portion of its lands without obtaining the prior written consent of the District provided such assignee expressly assumes in writing all of Developer's obligations hereunder and Developer files notice of such assignment and assumption with the District. Any other purported assignment, transfer, or license by one of the Parties absent the written consent of the other Party shall be void and unenforceable.

11. **Controlling Law and Venue.** This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Collier County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Agreement.

12. **Public Records.** All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law.

13. **Severability.** The invalidity or unenforceability of any one or more provisions or part of a provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

14. **Binding Effect.** This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, contractors, transferees, and/or licensees.

15. **Authorization.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, that the respective Parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

16. **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 the District and Developer.

17. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

18. **Effective Date.** The effective date of this Agreement shall be the date first written above. The Easement shall automatically terminate as it relates to any portion of the Easement Area upon the conclusion of the Work and acceptance of the Improvements by the District.

19. **Counterparts.** 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.

[SIGNATURES ON FOLLOWING PAGES]

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

WITNESSES:

Signed, sealed and delivered
in the presence of:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

Print Name: _____
Address: _____

By: _____
Chairperson/Vice Chairperson

Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by means of physical presence or online notarization by the Chairperson/Vice Chairperson of the Ave Maria Stewardship Community District, on behalf of the District. He/She is personally known to me or has produced _____ as identification.

NOTARY SEAL

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

WITNESSES:

Signed, sealed and delivered
in the presence of:

AVE MARIA DEVELOPMENT, LLLP

Print Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing was sworn to and subscribed before me this _____ day of _____,
2026, by means of physical presence or online notarization by _____,
as _____ of Ave Maria Development, LLLP. He/She is personally known
to me or has produced _____ as identification.

NOTARY SEAL

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

Composite Exhibit A

Depiction of Easement Area and Construction Plans

TEMPORARY CONSTRUCTION EASEMENT FOR PROPOSED ROUNDABOUT
AT CAMP KEAIS RD/POPE JOHN PAUL II BLVD



**TRANSPORTATION MANAGEMENT SERVICES DEPARTMENT
TRANSPORTATION ENGINEERING DIVISION**

CONTRACT PLANS

**COLLIER COUNTY PROJECT NO. XXXXX
CAMP KEAIS ROAD ROUNDABOUT
AT POPE JOHN PAUL II BOULEVARD**

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
1A	NOTES TO REVIEWER
2	SIGNATURE SHEET
3	DRAINAGE MAP
4 - 5	TYPICAL SECTIONS
6	TYPICAL SECTION DETAILS
7	PROJECT CONTROL
8	GENERAL NOTES
9 - 13	ROADWAY PLAN
14 - 18	SPECIAL INTERSECTION DETAILS
19 - 26	GRADING PLAN
27 - 30	DRAINAGE STRUCTURES
31 - 35	TEMPORARY TRAFFIC CONTROL PLAN
36 - 40	UTILITY ADJUSTMENTS

COLLIER COUNTY BOARD OF COMMISSIONERS

DISTRICT 1 RICK LOCASTRO
DISTRICT 2 CHRIS HALL
DISTRICT 3 BURT L. SAUNDERS
DISTRICT 4 DAN KOWAL
DISTRICT 5 WILLIAM L. MCDANIEL, JR.

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2026-27 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

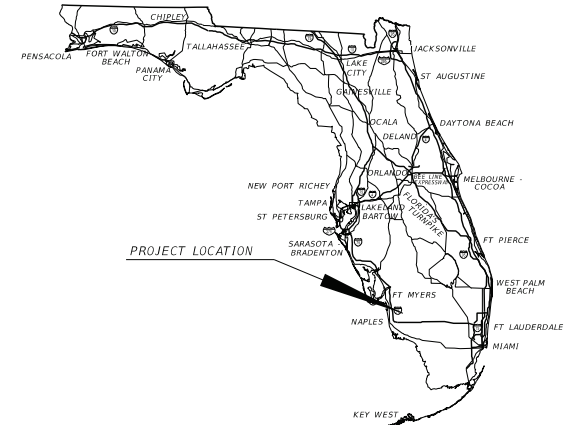
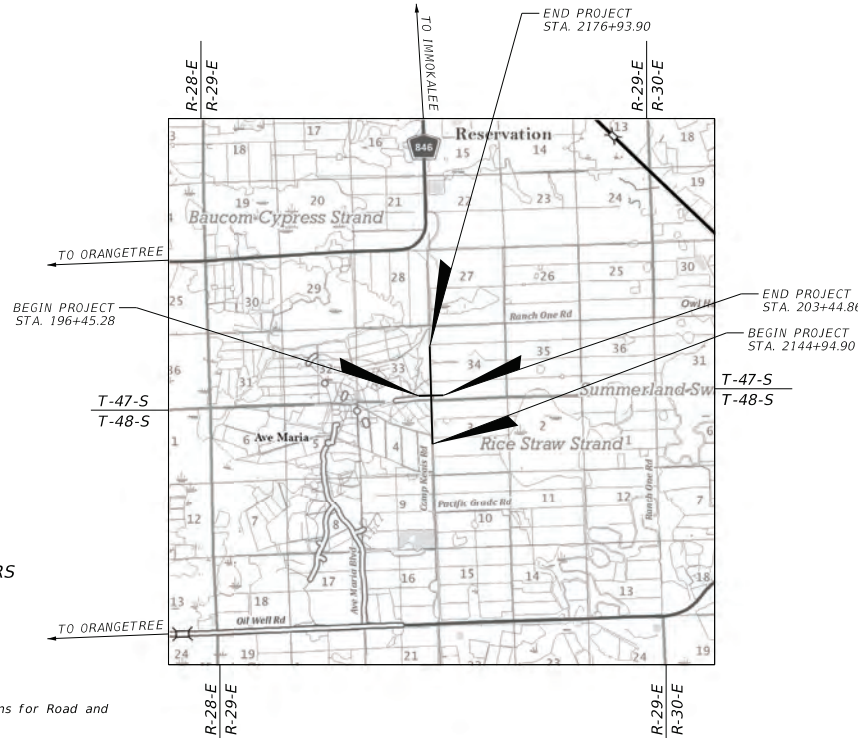
Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

APPLICABLE IRs: IR - -

Standard Plans for Bridge Construction are included in the Structures Plans Component

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, 2026-27 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>



**ROADWAY PLANS
ENGINEER OF RECORD:**

ZACHARY SESPICO, P.E.
P.E. NO.: 98336
JACOBS ENGINEERING GROUP INC.
101 N MONROE ST., STE 1020
TALLAHASSEE, FL 32301
CONTRACT NO.: N/A
VENDOR NO.: N/A
CERTIFICATE OF AUTHORIZATION NO.: 2822

**COLLIER COUNTY
PROJECT MANAGER:**

ROBERT WHITE

**60% CONTRACT PLANS
(SUBJECT TO CHANGE)**

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
		1

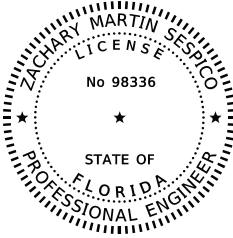
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SESPIC2M 9/29/2026 9:48:27 AM

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

NOTES TO REVIEWER:

1. UTILITY RGB'S HAVE BEEN RECEIVED FROM THE UAO'S. UTILITY COORDINATION IS ONGOING.

REVISIONS				ENGINEER OF RECORD	GROWTH MANAGEMENT DEPARTMENT TRANSPORTATION ENGINEERING DIVISION			CAMP KEAIS ROAD ROUNDABOUT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	NOTES TO REVIEWER	1A
				ZACHARY SESPICO, P.E. LICENSE NUMBER: 98336 JACOBS ENGINEERING GROUP, INC. 101 N. MONROE ST., SUITE 1020 TALLAHASSEE, FL 32301	CAMP KEAIS	COLLIER			



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

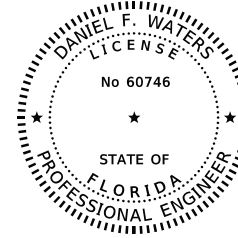
ON THE DATE ADJACENT TO THE SEAL

SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

JACOBS ENGINEERING GROUP, INC.
101 N. MONROE ST., SUITE 1020
TALLAHASSEE, FL 32301
ZACHARY SESPICO, P.E. NO. 98336

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
1A	NOTES TO REVIEWER
2	SIGNATURE SHEET
4 - 5	TYPICAL SECTIONS
6	TYPICAL SECTION DETAILS
8	GENERAL NOTES
9 - 13	ROADWAY PLAN
14 - 18	SPECIAL INTERSECTION DETAILS
19 - 26	GRADING PLAN
36 - 40	UTILITY ADJUSTMENTS



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

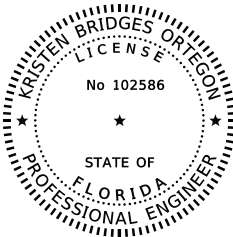
ON THE DATE ADJACENT TO THE SEAL

SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

PENINSULA ENGINEERING
2600 GOLDEN GATE PARKWAY
NAPLES, FL 34105
DANIEL L. WATERS, P.E. NO. 60746

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
3	DRAINAGE MAP
7	PROJECT CONTROL



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

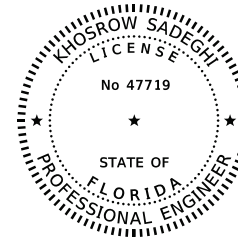
ON THE DATE ADJACENT TO THE SEAL

SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

JACOBS ENGINEERING GROUP, INC.
200 S. ORANGE AVE., SUITE 900
ORLANDO, FL 32801
KRISTEN BRIDGES ORTEGON, P.E. NO. 102586

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
27 - 30	DRAINAGE STRUCTURES



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.

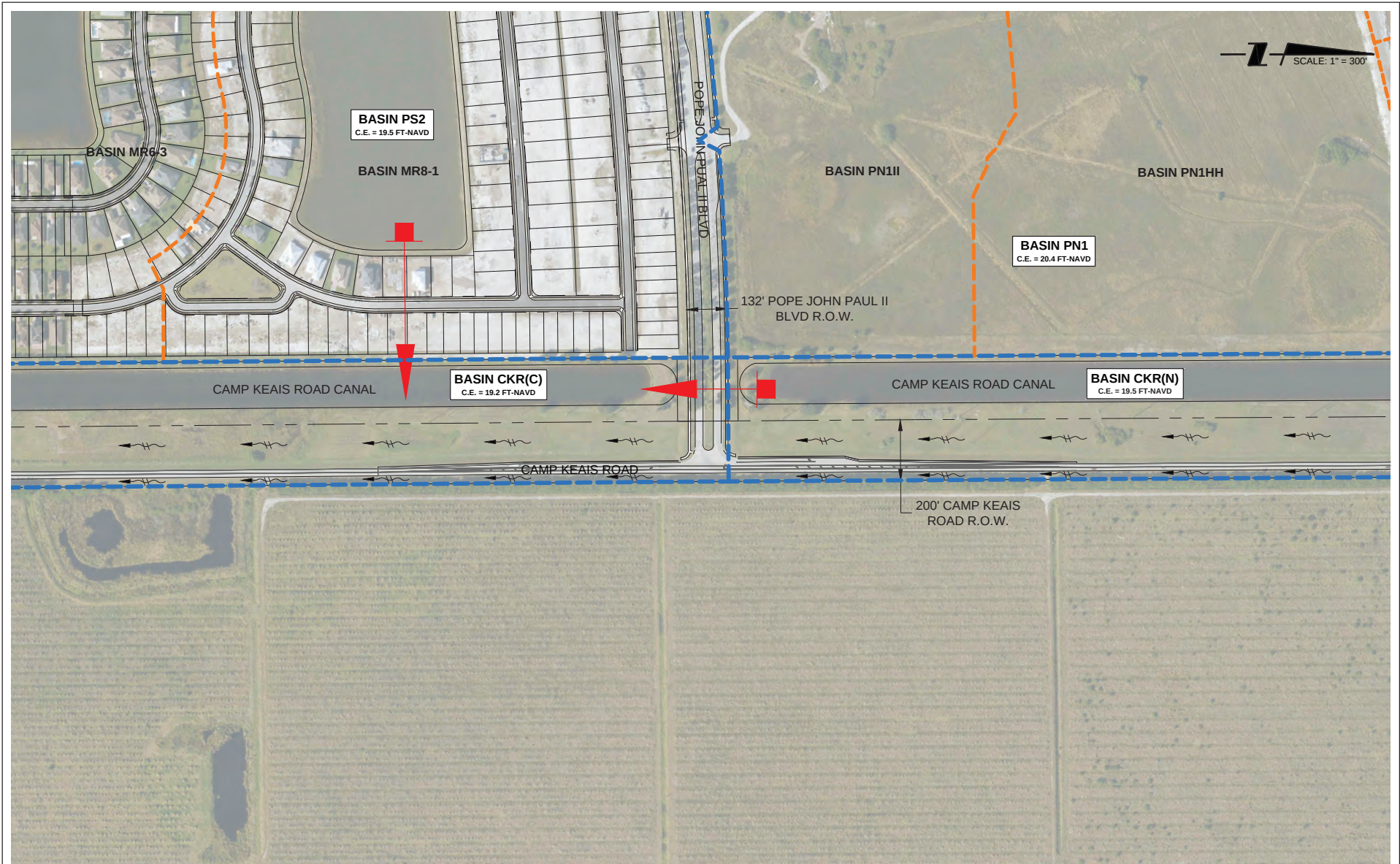
JACOBS ENGINEERING GROUP, INC.
101 N. MONROE ST., SUITE 1020
TALLAHASSEE, FL 32301
KHOSROW SADEGHI, P.E. NO. 47719

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE
FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
31 - 35	TEMPORARY TRAFFIC CONTROL PLAN

REVISIONS				ENGINEER OF RECORD	GROWTH MANAGEMENT DEPARTMENT TRANSPORTATION ENGINEERING DIVISION			CAMP KEAIS ROAD ROUNDABOUT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ZACHARY SESPICO, P.E. LICENSE NUMBER: 98336 JACOBS ENGINEERING GROUP, INC. 101 N. MONROE ST., SUITE 1020 TALLAHASSEE, FL 32301	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	SIGNATURE SHEET	2
					CAMP KEAIS	COLLIER			

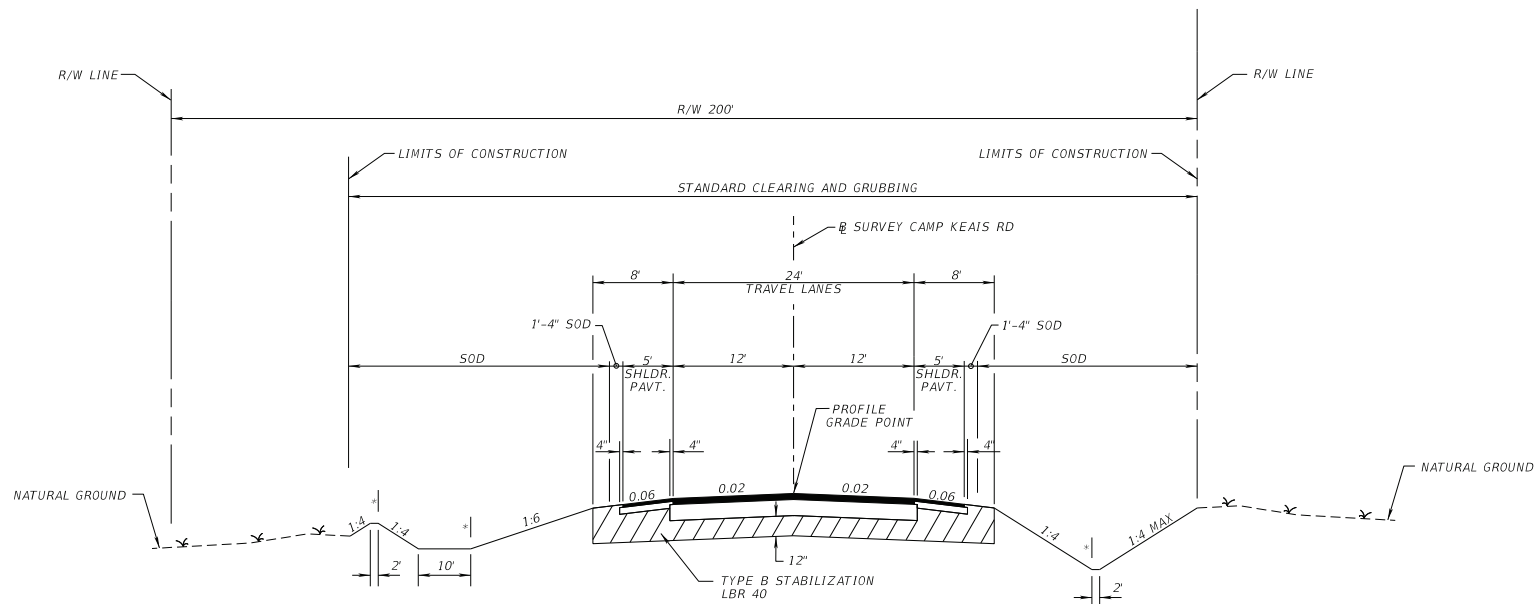
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REVISIONS				 CERTIFICATE OF AUTHORIZATION NO. 28275 ENGINEER OF RECORD: DANIEL F. WATERS P.E. LICENSE NO.: 60746 259.403.6700 Pen-Eng.com	COLLIER COUNTY GROWTH MANAGEMENT DEPARTMENT			CAMP KEAIS ROAD ROUNDABOUT		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	EXISTING DRAINAGE MAP	3	
					???	COLLIER	???			

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



* ELEVATION VARIES, SEE GRADING DETAIL SHEETS FOR MORE INFORMATION

TYPICAL SECTION
CAMP KEAIS ROAD
STA. 2144+94.90 TO STA. 2154+15.69
STA. 2173+13.14 TO STA. 2176+93.90

TRAVEL LANES

OPTIONAL BASE GROUP 9
 TYPE SP-12.5 STRUCTURAL COURSE (TRAFFIC C) (2")
 FRICTION COURSE FC-12.5 (TRAFFIC C) (1 1/2")

TRAFFIC DATA

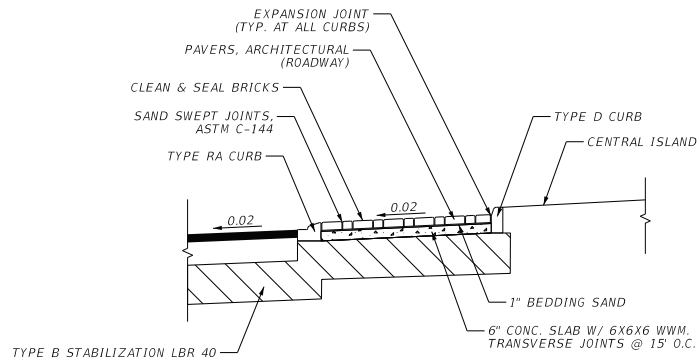
CURRENT YEAR = 2026 AADT = 9665
 ESTIMATED OPENING YEAR = 2027 AADT = 10900
 ESTIMATED DESIGN YEAR = 2047 AADT = 23646
 K = 9.5% D = 57.4% T = 13.8% (24 HOUR)
 DESIGN HOUR T = 6.9%

SHOULDER PAVEMENT

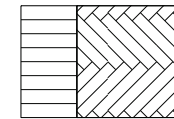
OPTIONAL BASE GROUP 1
 FRICTION COURSE FC-12.5 (TRAFFIC C) (1 1/2") (PG 76-22)

REVISIONS				ENGINEER OF RECORD	GROWTH MANAGEMENT DEPARTMENT TRANSPORTATION ENGINEERING DIVISION			CAMP KEAIS ROAD ROUNDABOUT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				ZACHARY SESPICO, P.E. LICENSE NUMBER: 98336 JACOBS ENGINEERING GROUP, INC. 101 N. MONROE ST., SUITE 1020 TALLAHASSEE, FL 32301	CAMP KEAIS	COLLIER		TYPICAL SECTION	5

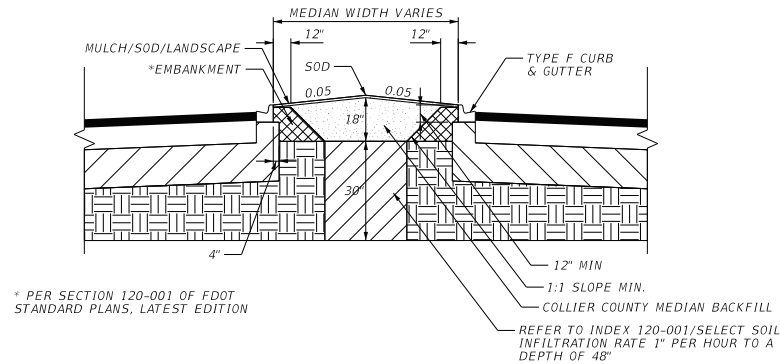
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TRUCK APRON DETAIL
NOT TO SCALE



TYP PATTERN OPTIONS
45° HERRINGBONE PATTERN
WITH SOLDIER COURSE EDGES



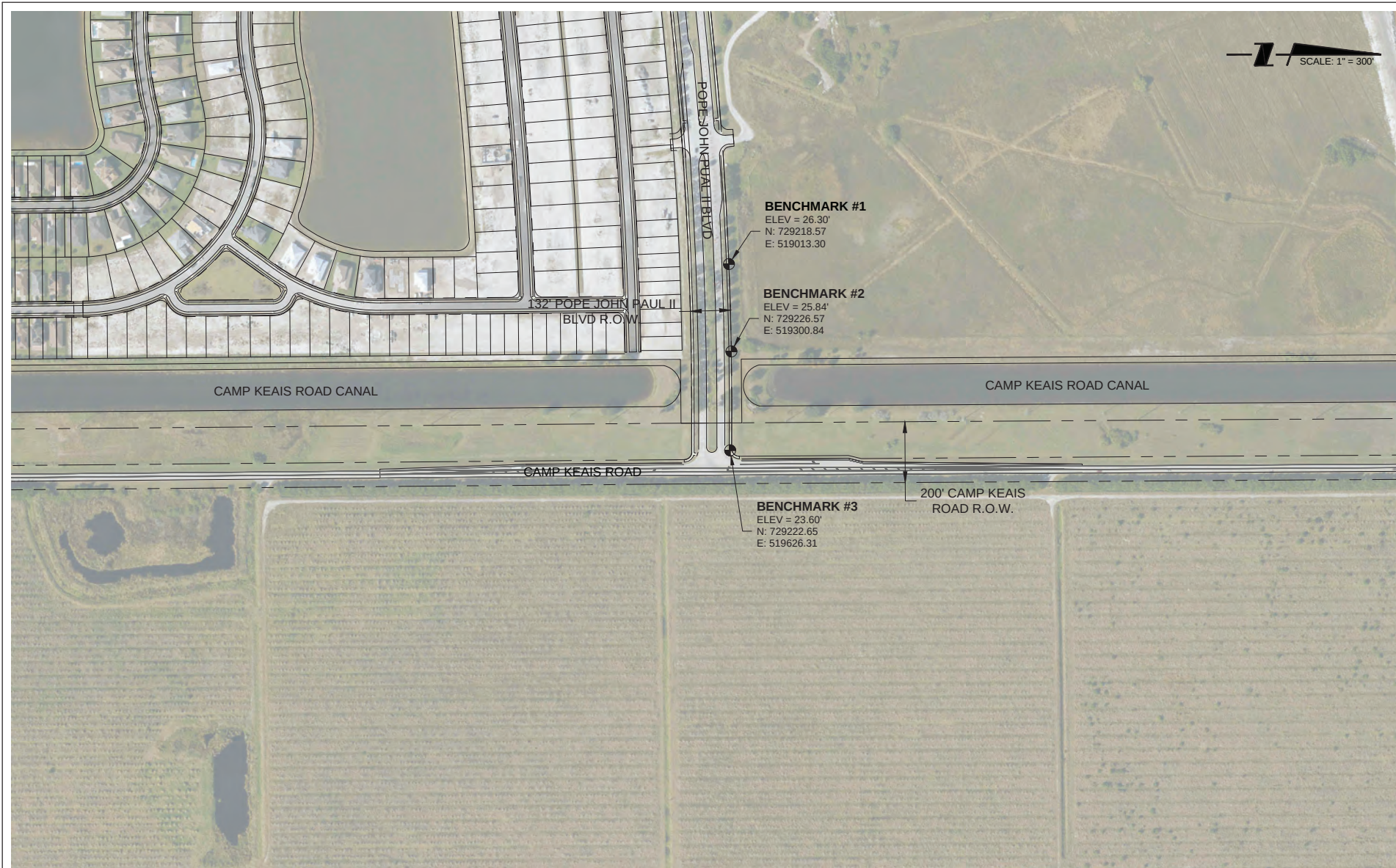
MEDIAN BACKFILL DETAIL
NOT TO SCALE

NOTES:

1. PAVERS INSTALL SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES CONSTRUCTION SECTION 526 'ARCHITECTURAL PAVERS'.
2. CONFIRM COLOR AND SIZE WITH OWNER PRIOR TO INSTALLATION.
3. BASE SHALL BE INSTALLED PER FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION PER CONC. PAVING WITH CLASS 1 CONC.
4. THE PAVERS SHALL BE TRICIRCLE 623406 OR APPROVED EQUIVALENT, NOMINAL 4"X8"X2 $\frac{3}{8}$ ". COLOR SHALL BE CHESTNUT-BUFF-CHARCOAL.

REVISIONS				ENGINEER OF RECORD	GROWTH MANAGEMENT DEPARTMENT TRANSPORTATION ENGINEERING DIVISION			CAMP KEAIS ROAD ROUNDABOUT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				ZACHARY SESPICO, P.E. LICENSE NUMBER: 98336 JACOBS ENGINEERING GROUP, INC. 101 N. MONROE ST., SUITE 1020 TALLAHASSEE, FL 32301	CAMP KEAIS	COLLIER		TYPICAL SECTION DETAILS	6

c:\pw_workdir\jacobs-amer-transp\0291764\TYP5R002.dgn : TYPICALDETAILSHEETS
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REVISIONS				 CERTIFICATE OF AUTHORIZATION NO. 28275 ENGINEER OF RECORD: DANIEL F. WATERS P.E. LICENSE NO.: 60746 239.403.6700 Pen-Eng.com	COLLIER COUNTY GROWTH MANAGEMENT DEPARTMENT			CAMP KEAIS ROAD ROUNDABOUT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	EXISTING BENCHMARK LOCATIONS	
					???	COLLIER	???		7

[Save Date: 4/21/2026 4:47:54 PM] [Saved By: NMullins] [Plot Date: 4/21/2026 4:48:41 PM] [Plotted By: Nathan Mullins] [Drawing Path: P:\Active_Projects\P-LMNP-001\005-CKR_Project_2_PJP_II_Roundabout\Drawings-Civil\00-Exhibits\X02-Ex_Benchmarks\Sheet_Files\P-LMNP-001-005-X02.dwg]

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

GENERAL NOTES:

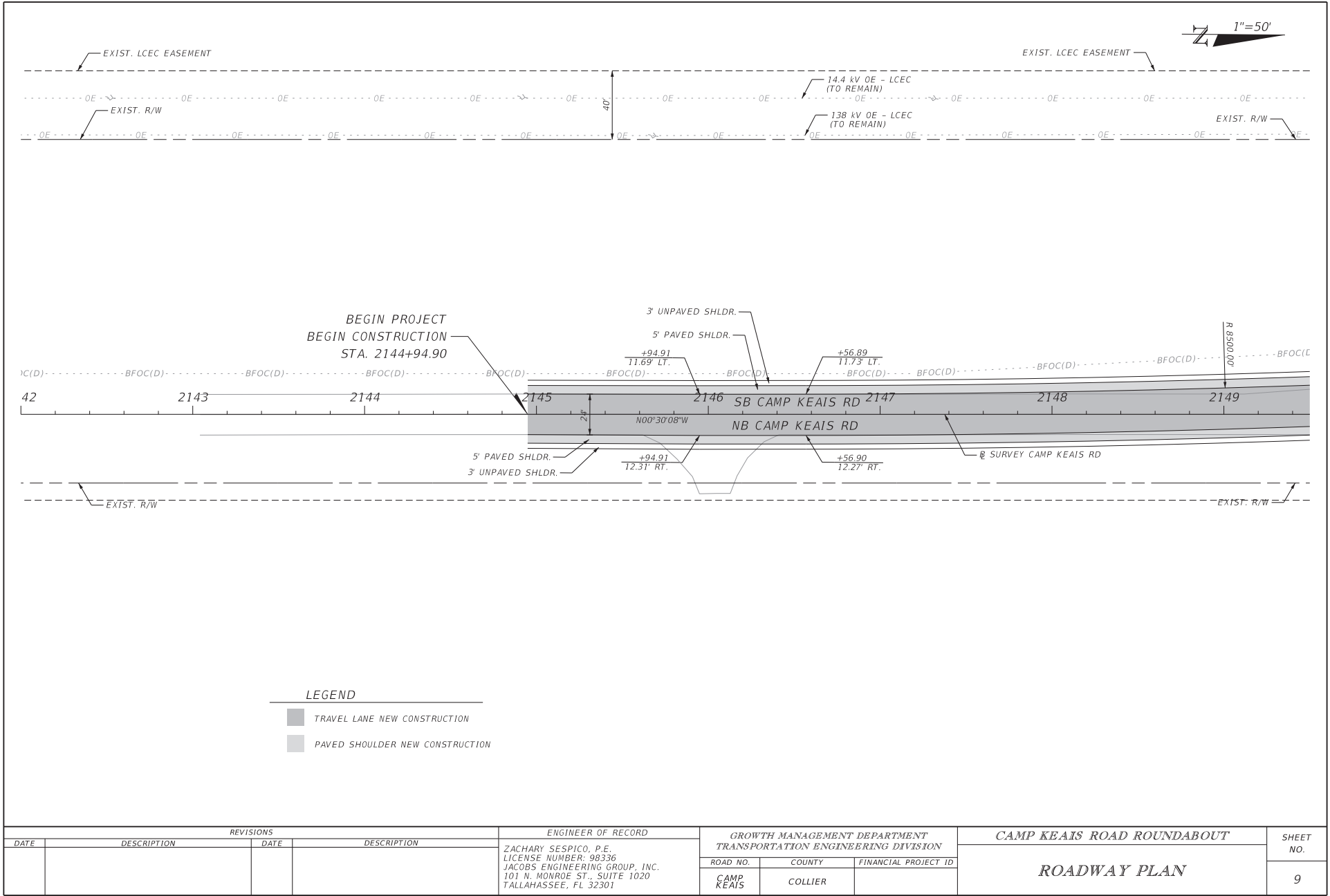
1. ALL DIMENSIONS, ELEVATIONS & RADII ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
2. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF COUNTY R/W IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CEI SHOULD NOTIFY THE COUNTY SURVEYOR TOM ANDERSON 239-252-5810.
3. IF WATER MANAGEMENT DISTRICT BENCH MARK RELOCATION IS NECESSARY, THE CEI SHALL NOTIFY:

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
C/O SURVEY DEPARTMENT
STEVE NAGLE
2301 MCGREGOR BLVD.
FORT MYERS, FL 33901
TELEPHONE NO. (239) 338-2929
4. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES AND UNDERGROUND UTILITIES.
5. BEFORE BEGINNING EXCAVATION IN THE AREA, THE CONTRACTOR SHALL NOTIFY "SUNSHINE ONE CALL" UNDERGROUND UTILITY NOTIFICATION CENTER AT 1-800-432-4770 AND ANY UTILITIES WHICH MIGHT BE AFFECTED AT LEAST 48 HOURS IN ADVANCE. ALL UTILITY OWNERS MAY NOT BE A MEMBER, REQUIRING DIRECT CONTACT.

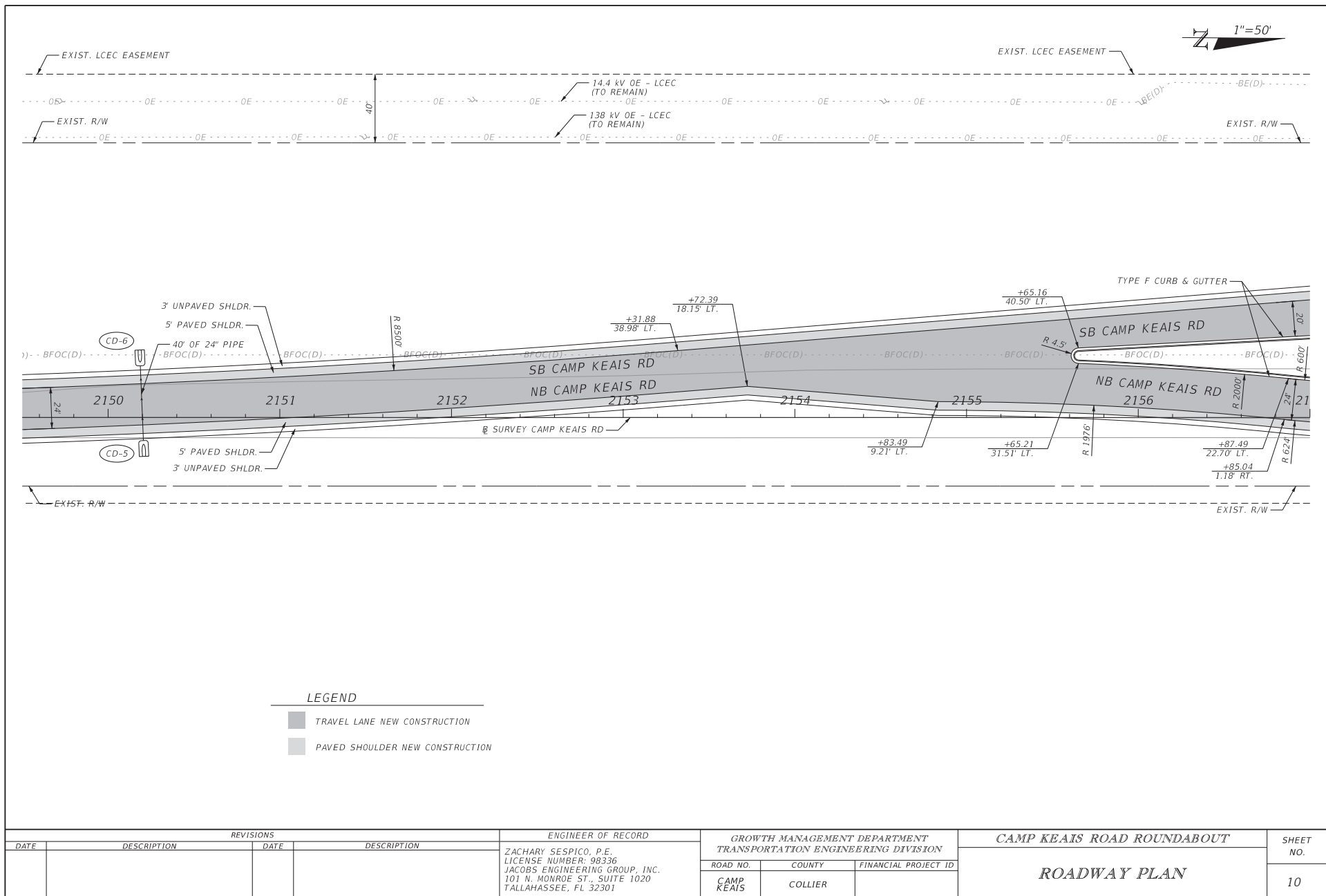
COMPANY	CONTACT PERSON	CONTACT PHONE
Ave Maria Utility Company	Jason Vogel	(239)-352-3920
Collier County Information Technology	Joe Oliver	(239)-252-6205
Lee County Electric Co-Op	Tom Bailey	(239)-656-2414
Summit Broadband	Michelle Daniel	(407)-996-1183
6. THE CONTRACTOR IS HEREBY NOTIFIED THAT ABOVE GROUND OR UNDERGROUND UTILITIES NOT IDENTIFIED ON CONTRACT DRAWINGS MAY BE IN THE AREA OF THIS PROJECT.
7. FOR UTILITY ADJUSTMENT SYMBOLS, SEE FDOT STANDARD INDEX NO. 002.
8. FOR DISPOSITION OF UTILITIES, SEE UTILITY ADJUSTMENT SHEETS.
9. NORTH, THE GRID, AND THE COORDINATES SHOWN HEREON ARE REFERENCED TO EAST ZONE OF FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83/1999 ADJUSTMENT. ALL ELEVATIONS SHOWN ARE TO NATIONAL VERTICAL DATUM OF 1988.
10. GRADES SHOWN ARE FINISHED GRADES.
11. CONTRACTOR SHALL RESET ALL HORIZONTAL AND VERTICAL CONTROL POINTS OVERLAYED OR DESTROYED DURING CONSTRUCTION.
12. UTILITIES SHOWN ARE TAKEN FROM INFORMATION PROVIDED BY THEIR RESPECTIVE OWNERS AND ARE SHOWN FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR SHALL CONTACT ALL UTILITY OWNERS AND CONFIRM LOCATIONS OF UTILITIES AT LEAST 48 HOURS BEFORE BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL ACCURATELY LOCATE AND UNCOVER ALL UNDERGROUND UTILITIES BEFORE BEGINNING CONSTRUCTION. ANY DAMAGE RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
13. ALL WORK AFFECTING EXISTING PRIVATE STRUCTURES OR UTILITIES SHALL BE COORDINATED WITH THE OWNER PRIOR TO CONSTRUCTION.
14. ALL UTILITY SERVICE SHALL BE MAINTAINED DURING THE ENTIRE CONSTRUCTION PERIOD OR TEMPORARY FACILITIES PROVIDED. DAMAGED SERVICES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
15. CONTRACTOR SHALL NOT DISTURB AREAS BEYOND 5 FEET OUTSIDE PROPOSED TOE-OF-SLOPE OR TOP OF DITCH. CONTRACTOR SHALL NOT WORK OUTSIDE OF RIGHT-OF-WAY LINE OR EASEMENT LINES.
16. CURB CUT RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD INDEX 304.
17. CONTRACTOR SHALL GIVE PROPERTY OWNER 28 DAYS WRITTEN NOTICE PRIOR TO CONSTRUCTION TO MODIFY EXISTING IRRIGATION SYSTEM WITHIN THE PROPOSED R/W. CONTRACTOR SHALL CAP OFF EXISTING SYSTEM AT R/W LINE IF PROPERTY OWNER DOES NOT MODIFY SYSTEM PRIOR TO CONSTRUCTION AT THE CONTRACTORS EXPENSE. CONTRACTOR SHALL MARK NEW LOCATION OF IRRIGATION LINE.
18. UNLESS OTHERWISE APPROPRIATE, SUCH AS MATCHING EXISTING SUBDIVISION SODDING, BAHIA SOD IS TO BE USED IN ALL AREAS WHERE SODDING IS SHOWN AND AS DIRECTED BY THE CEI. ANY AGREEMENT BETWEEN CONTRACTOR AND PROPERTY OWNER ON ALTERNATIVE SODDING WILL BE IN WRITING AND SUBMITTED TO THE CEI.
19. LIMEROCK BASE THAT IS REMOVED MAY BE INCORPORATED IN THE FILL PORTION AND THE STABILIZED PORTION OF THE COMPACTED SUBGRADE OR WHEN REWORKING THE EXISTING SUBGRADE, THE EXISTING BASE THAT IS REMOVED IS NOT TO BE USED TO CONSTRUCT THE NEW BASE.
20. CAUTION SHALL BE EXERCISED WHEN RELOCATING EXISTING SIGNS. CONTRACTOR TO SUBMIT LIST OF ALL SIGNS THAT ARE DAMAGED AND ARE INDICATED AS "TO REMAIN" OR "TO BE RELOCATED" PRIOR TO COMMENCEMENT OF WORK. IF THE SIGN PANELS ARE DAMAGED SUBSEQUENTLY, AS DETERMINED BY THE ENGINEER, SIGN PANELS SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
21. EXISTING STREET AND ROAD NAME SIGNS ARE TO BE TEMPORARILY RELOCATED DURING CONSTRUCTION AT THE DIRECTION OF THE ENGINEER AND KEPT VISIBLE AT ALL TIMES TO FACILITATE ACCESS BY EMERGENCY VEHICLE TRAFFIC. WORK TO BE PAID FOR BY ITEM NO. 102-I.
22. PUBLIC ACCESS TO BUSINESSES, RESIDENCES AND SIDE STREETS MUST BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION.
23. TEMPORARY SHEETING, TRENCH BOXES & DEWATERING MAY BE REQUIRED TO CONSTRUCT SOME SEGMENTS OF THE STORM SEWER OR DRAINAGE STRUCTURES. DEWATERING PERMIT WILL BE REQUIRED. PERMIT TO BE APPLIED FOR AND OBTAINED BY CONTRACTOR. ALL ASSOCIATED COSTS SHALL BE INCLUDED IN THE COST OF THE STORM SEWER OR DRAINAGE STRUCTURE.
24. THE CONTRACTOR SHALL SAWCUT MATCH LINES FOR JOINING EXISTING PAVEMENT, STREETS, DRIVEWAYS, ETC. COST TO BE INCLUDED IN THE PAVEMENT COSTS.
25. THE CONTRACTOR SHALL SUBMIT IN WRITING AN EROSION CONTROL PLAN (ECP) AS REQUIRED IN SECTION 104 OF THE STANDARD SPECIFICATIONS. THIS ECP SHALL INCLUDE THE IMPLEMENTATION SCHEDULE OF ALL EROSION CONTROL MEASURES.
26. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOT BE ENTITLED TO ANY ADDITIONAL COMPENSATION OR CLAIM FOR DELAY FOR DIFFERING SITE CONDITIONS.
27. EXIST. UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.

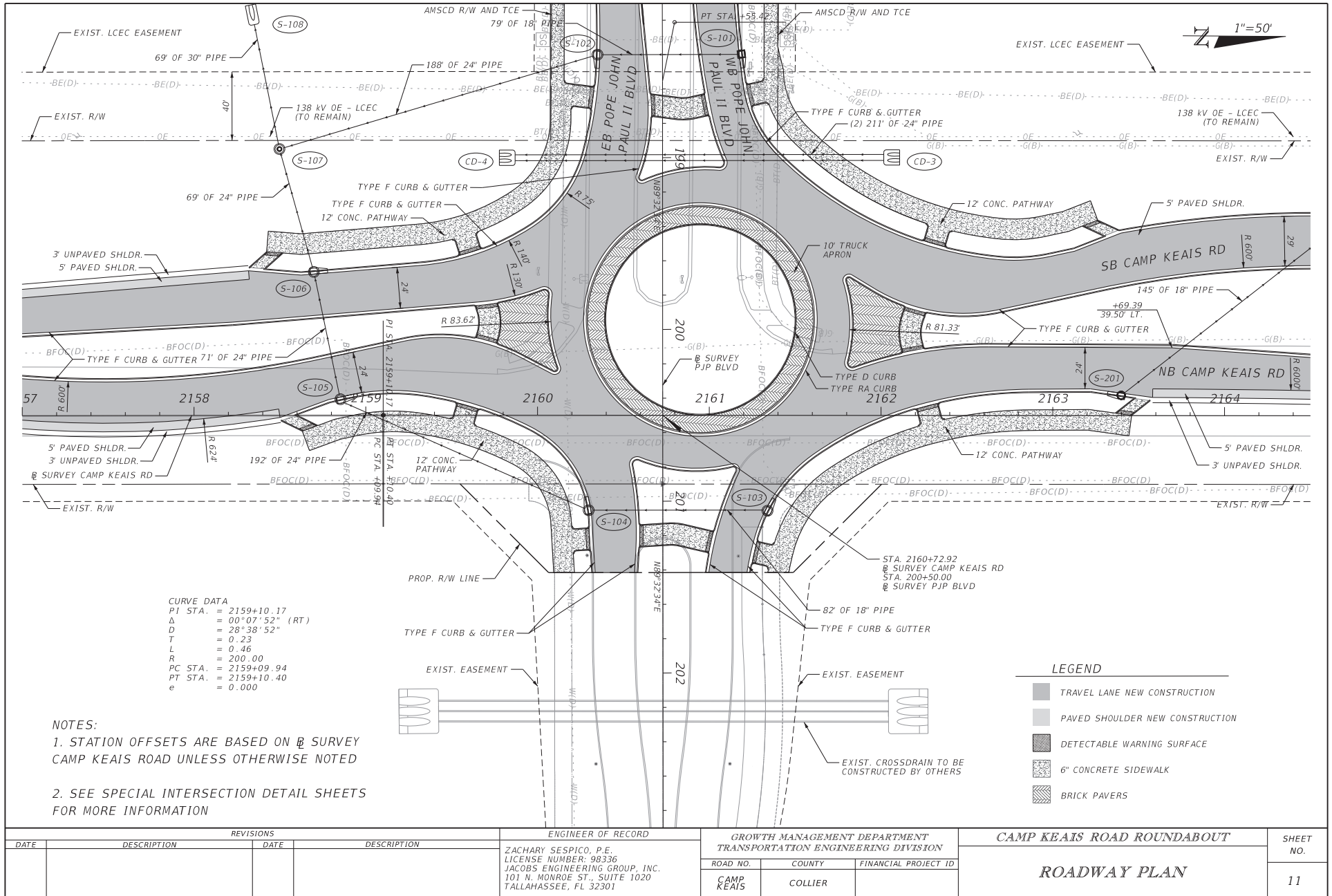
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	GENERAL NOTES	
					ZACHARY SESPICO, P.E. LICENSE NUMBER: 98336 JACOBS ENGINEERING GROUP, INC. 101 N. MONROE ST., SUITE 1020 TALLAHASSEE, FL 32301	CAMP KEAIS	COLLIER		

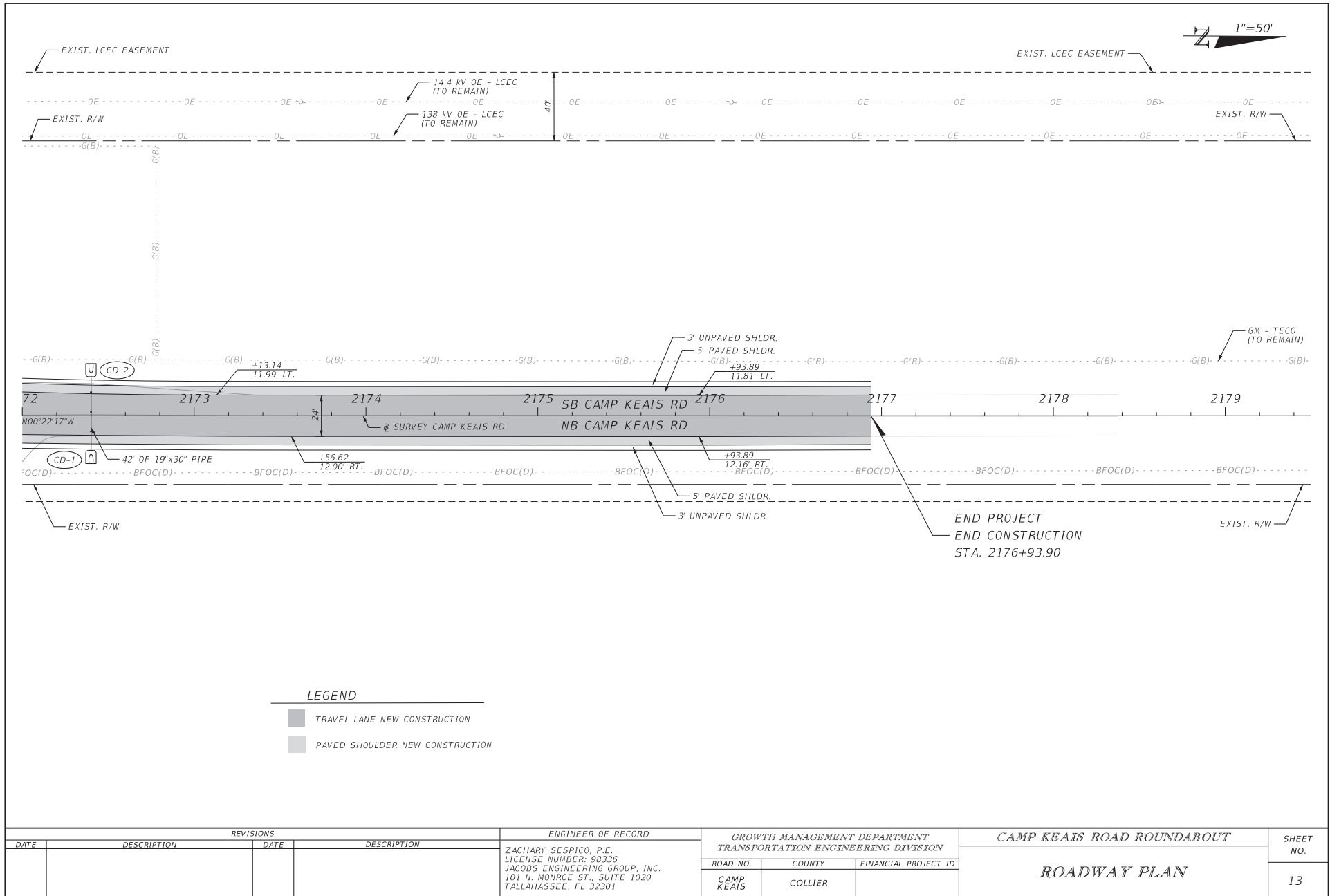
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LICENSE NUMBER: 98336
JACOBS ENGINEERING GROUP, INC.
101 N. MONROE ST., SUITE 1020
TALLAHASSEE, FL 32301



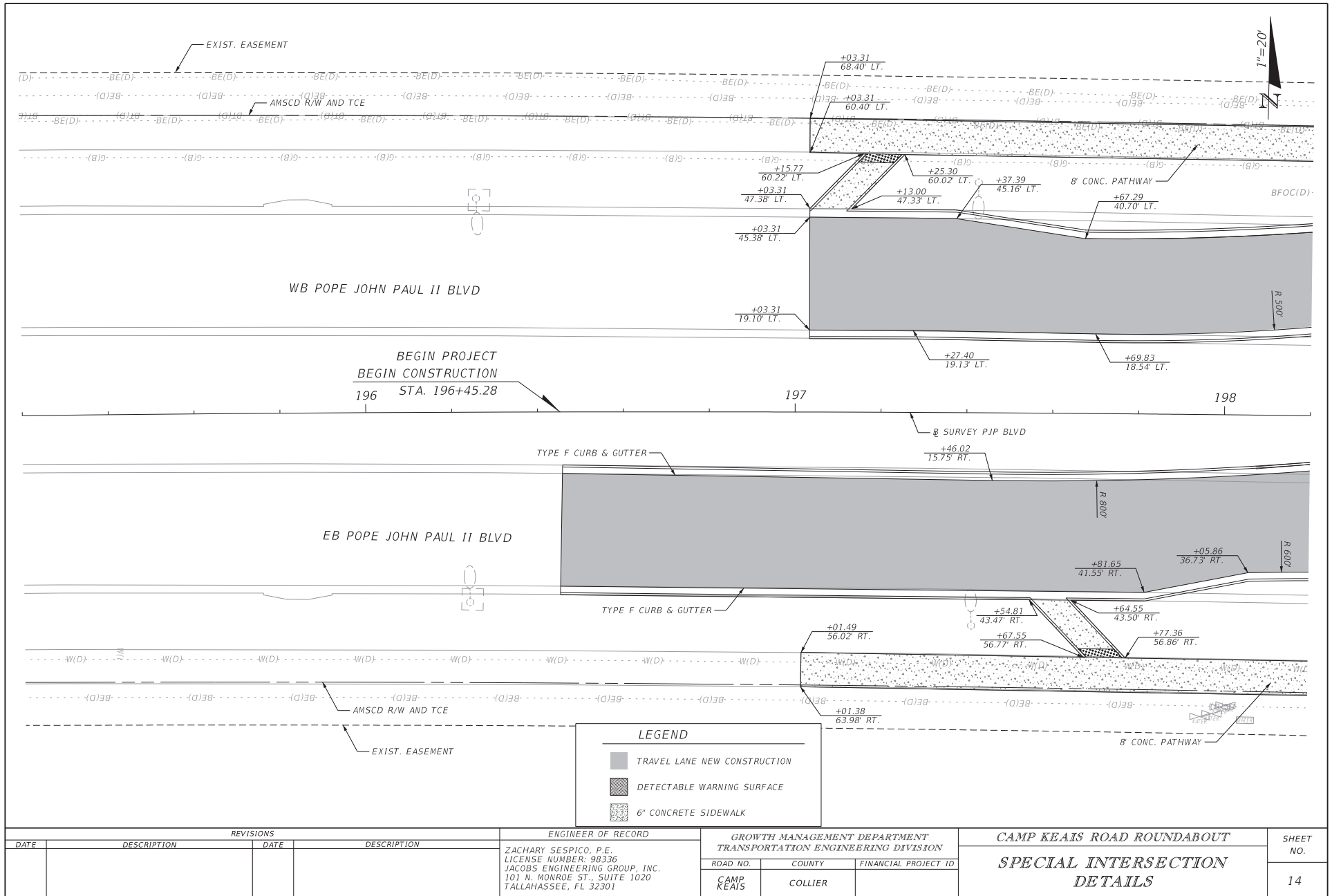
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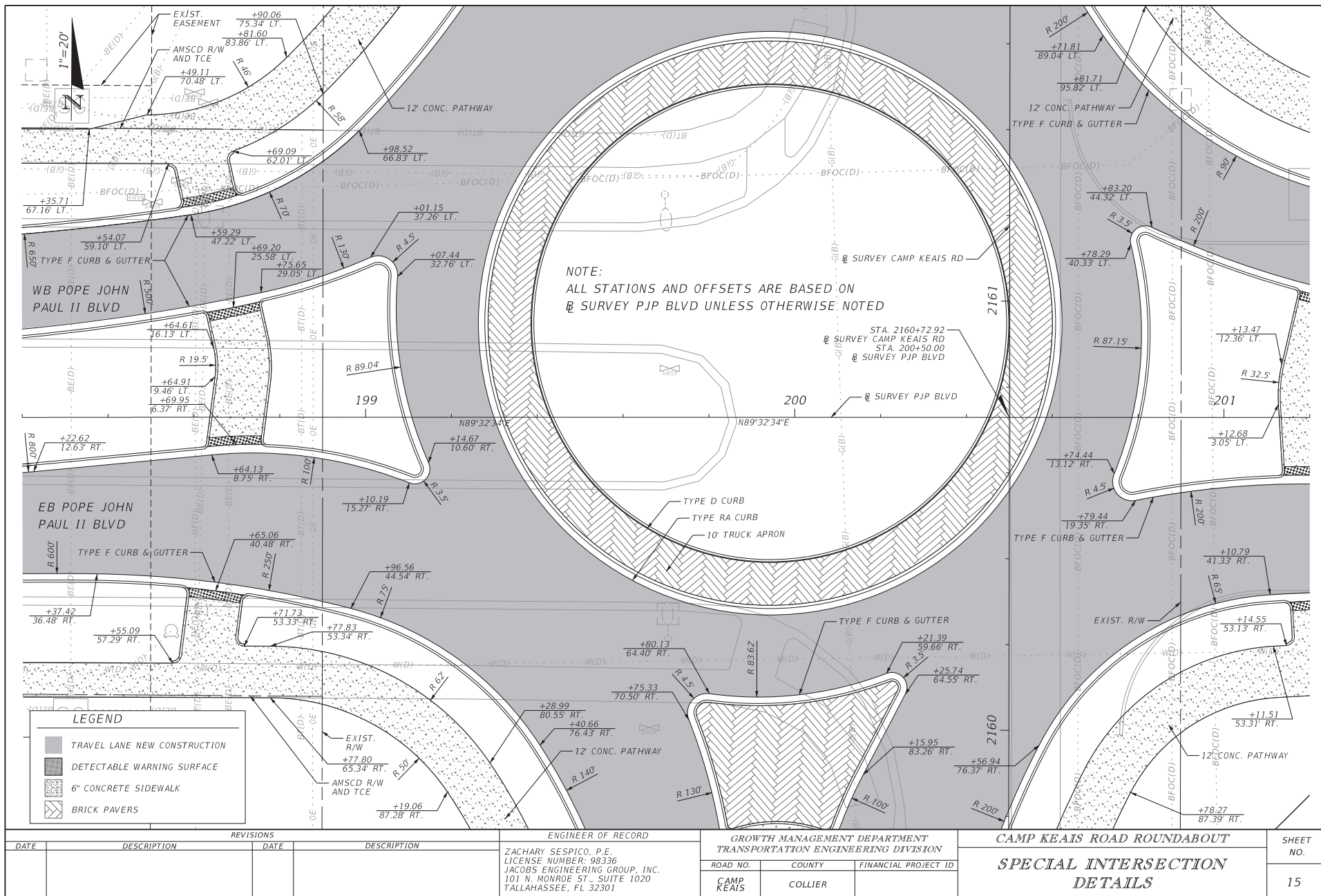




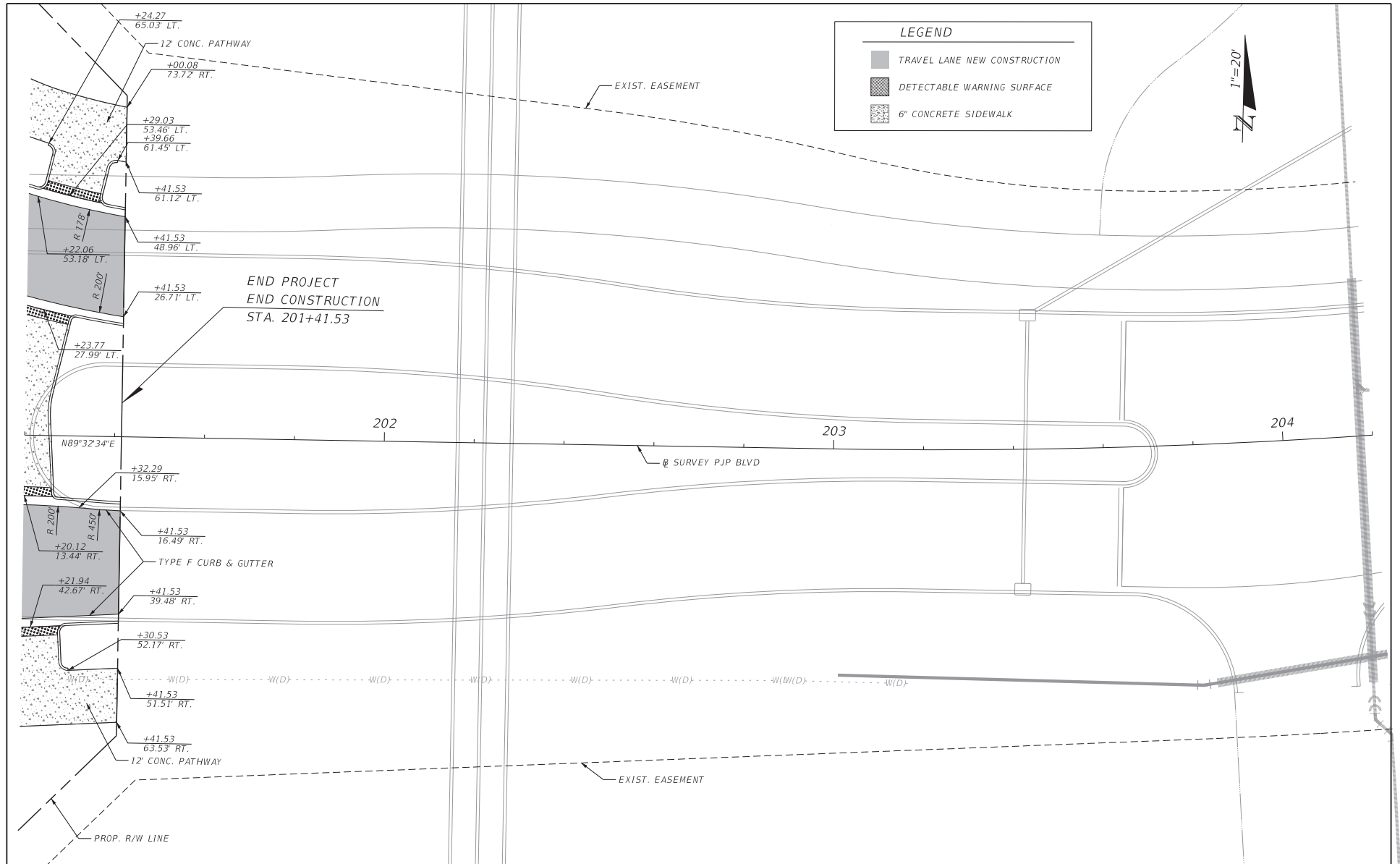
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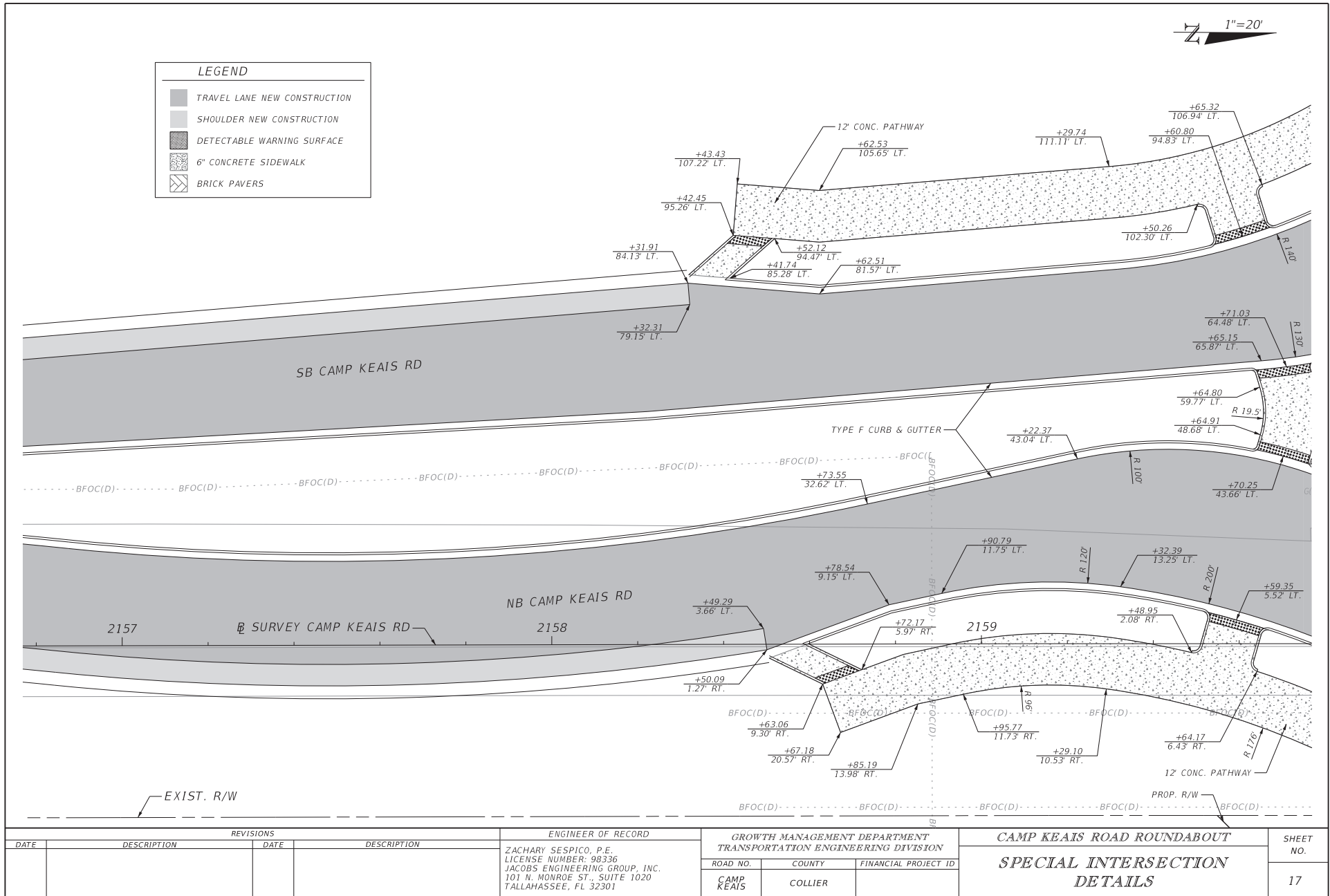


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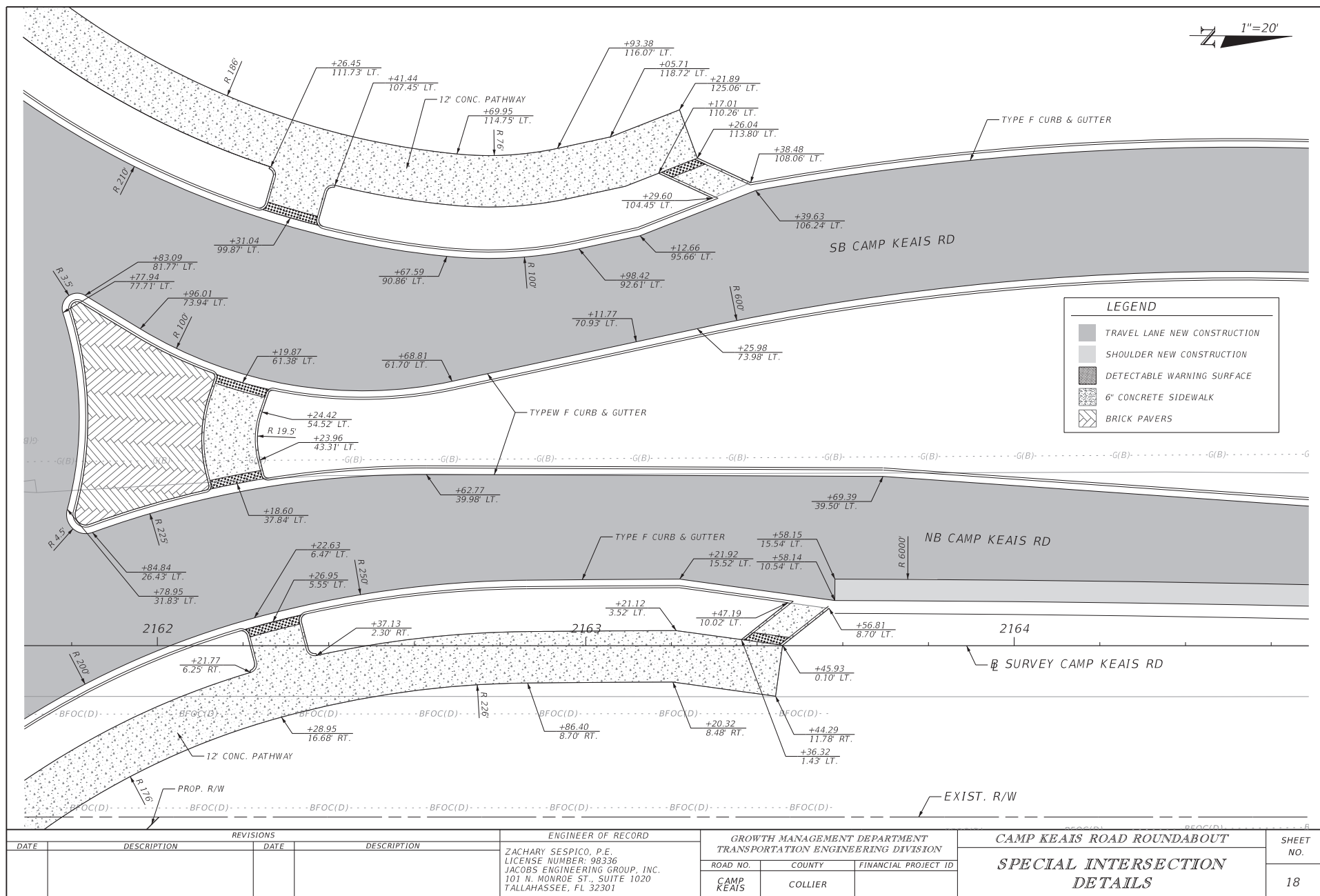


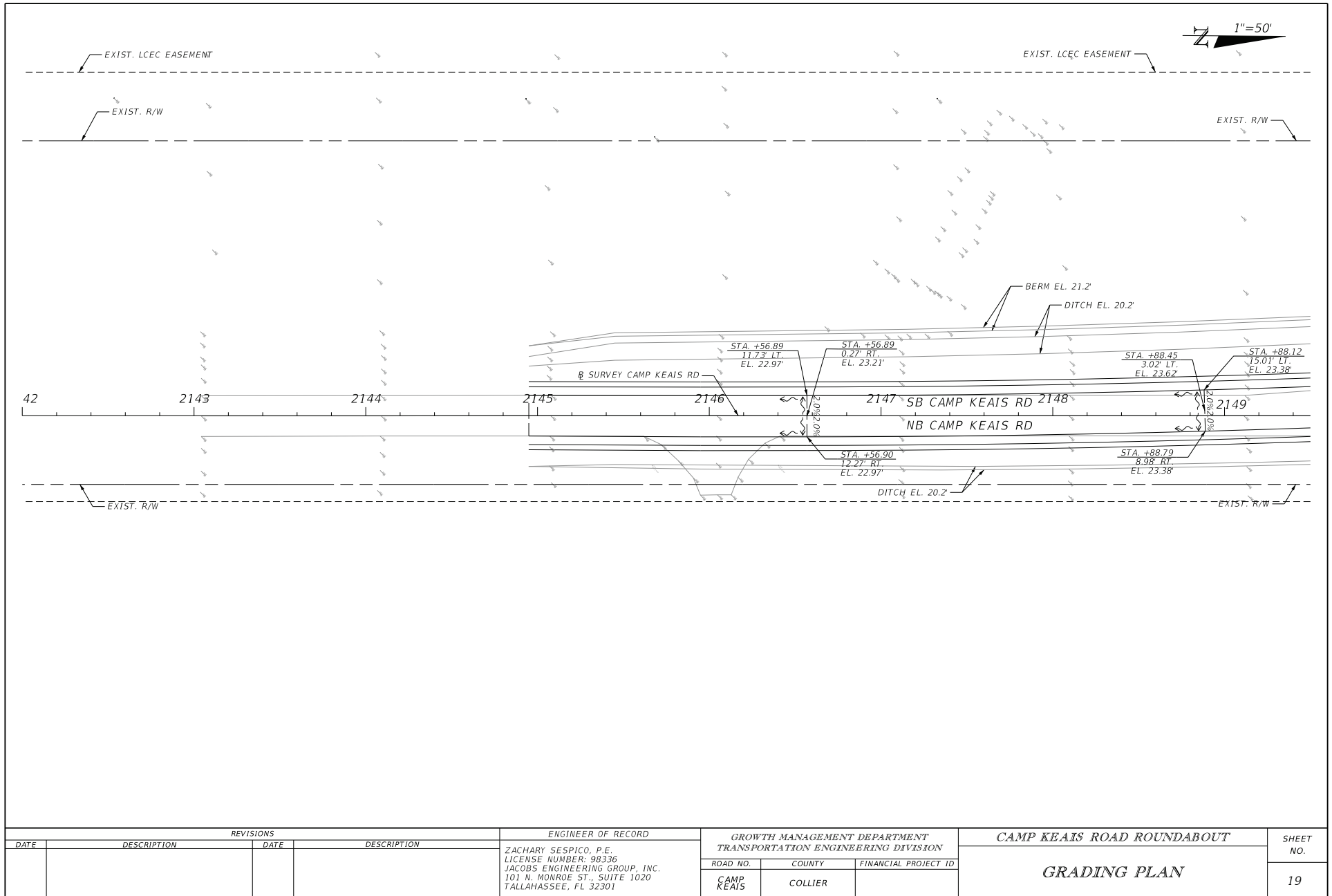
REVISIONS				ENGINEER OF RECORD ZACHARY SESPICO, P.E. LICENSE NUMBER: 98336 JACOBS ENGINEERING GROUP, INC. 101 N. MONROE ST., SUITE 1020 TALLAHASSEE, FL 32301	GROWTH MANAGEMENT DEPARTMENT TRANSPORTATION ENGINEERING DIVISION			CAMP KEAIS ROAD ROUNDABOUT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	SPECIAL INTERSECTION DETAILS	
					CAMP KEAIS	COLLIER			16

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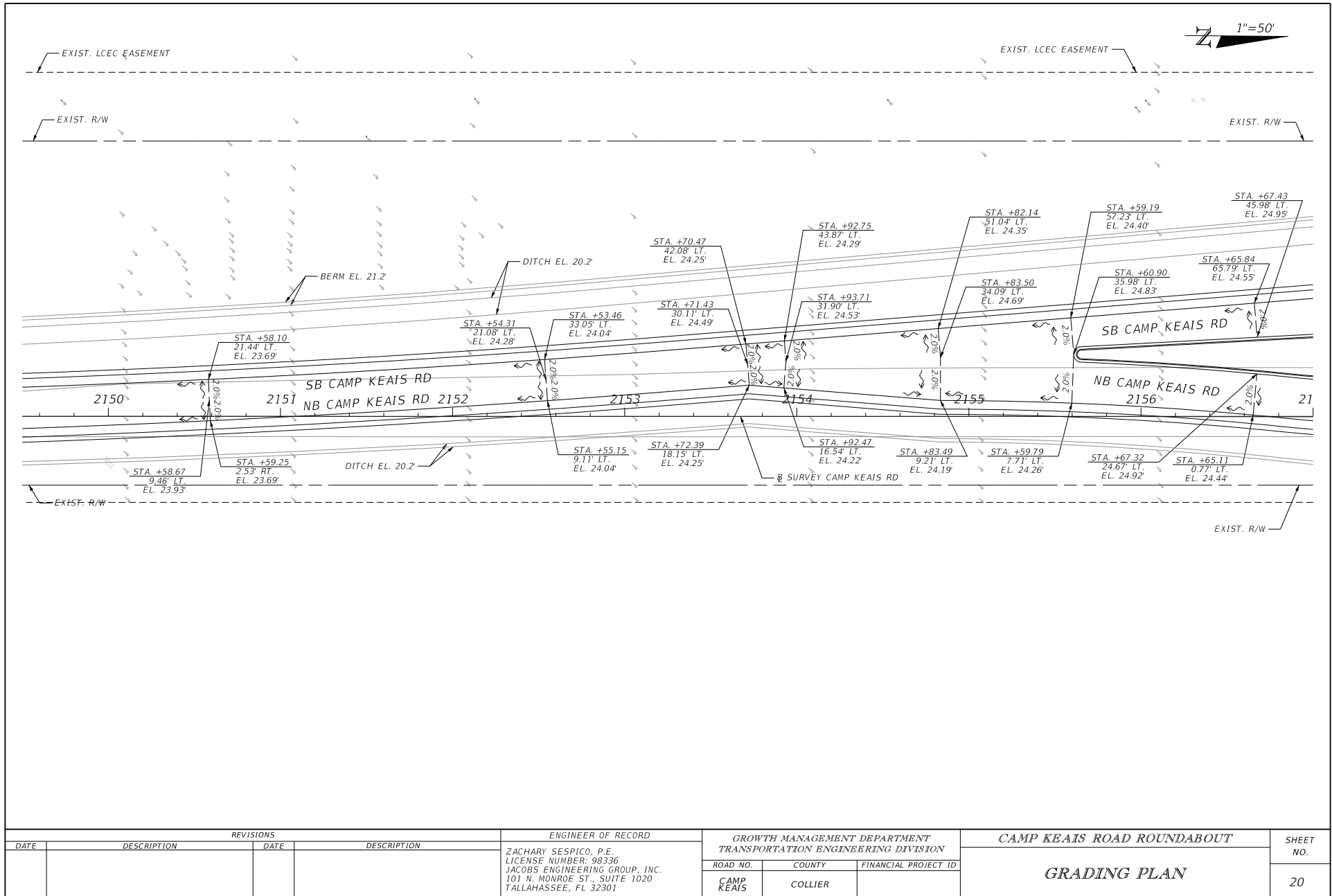
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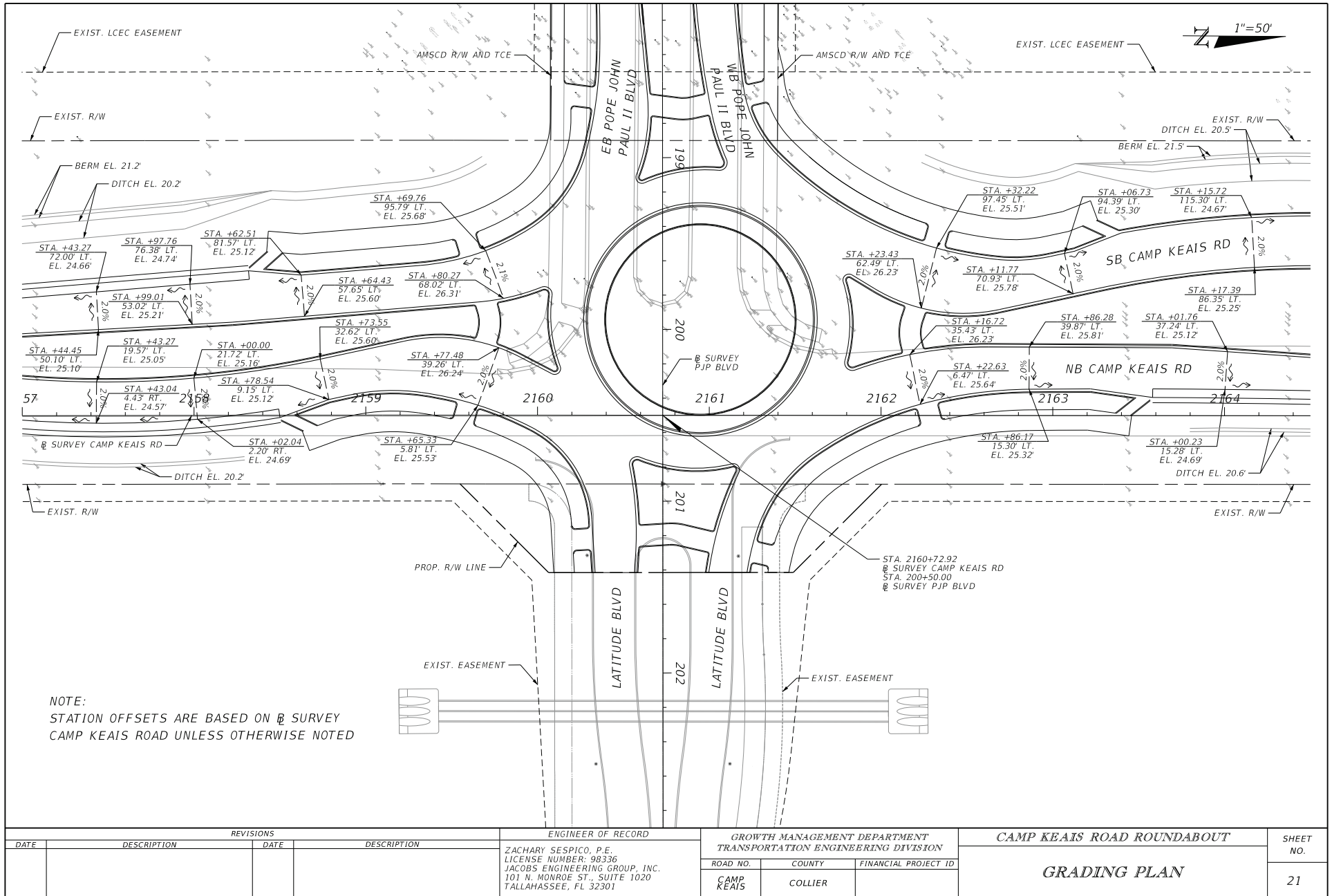


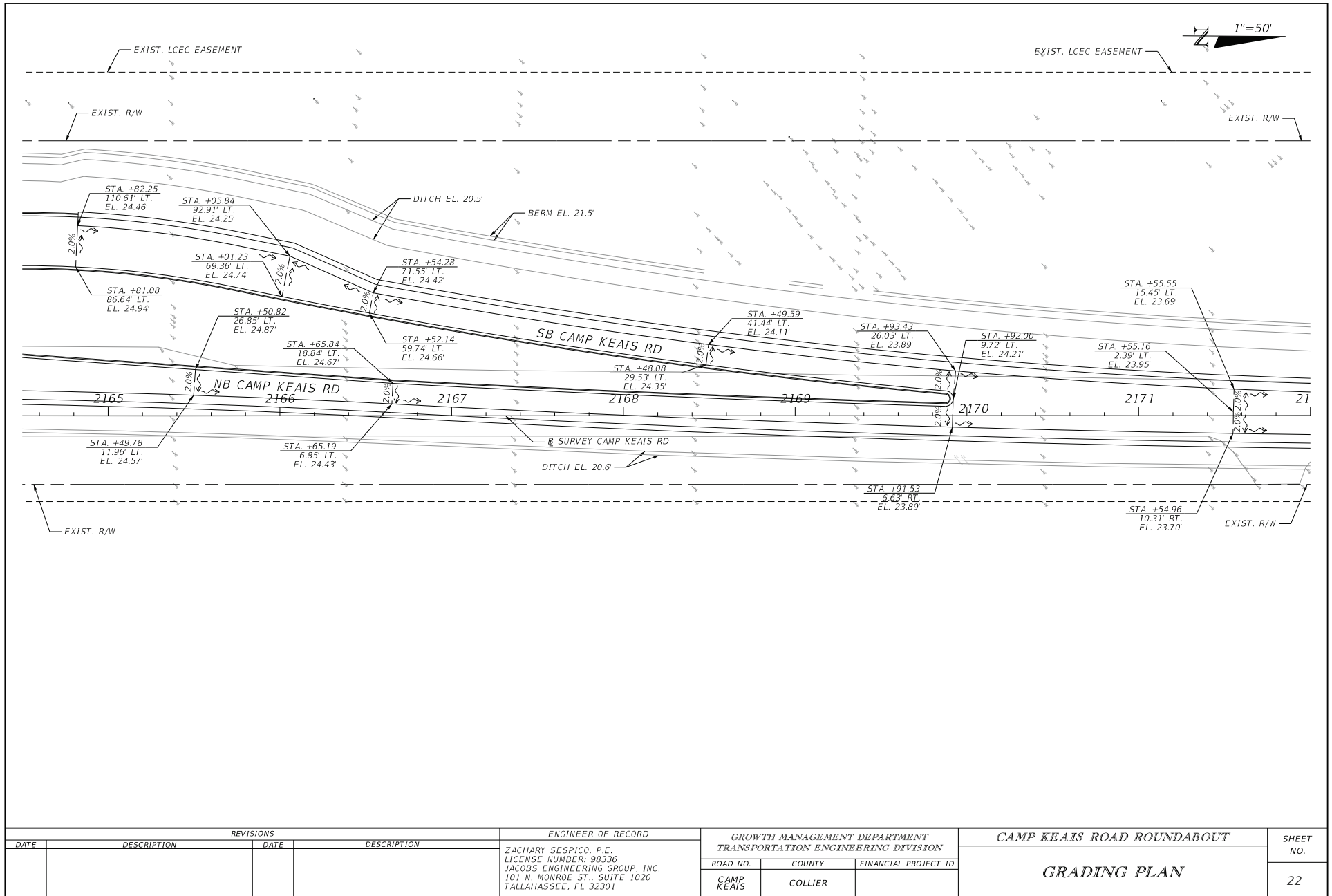


REVISIONS				ENGINEER OF RECORD	GROWTH MANAGEMENT DEPARTMENT TRANSPORTATION ENGINEERING DIVISION			CAMP KEAIS ROAD ROUNDABOUT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				ZACHARY SESPICO, P.E. LICENSE NUMBER: 98336 JACOBS ENGINEERING GROUP, INC. 101 N. MONROE ST., SUITE 1020 TALLAHASSEE, FL 32301	CAMP KEAIS	COLLIER		GRADING PLAN	19

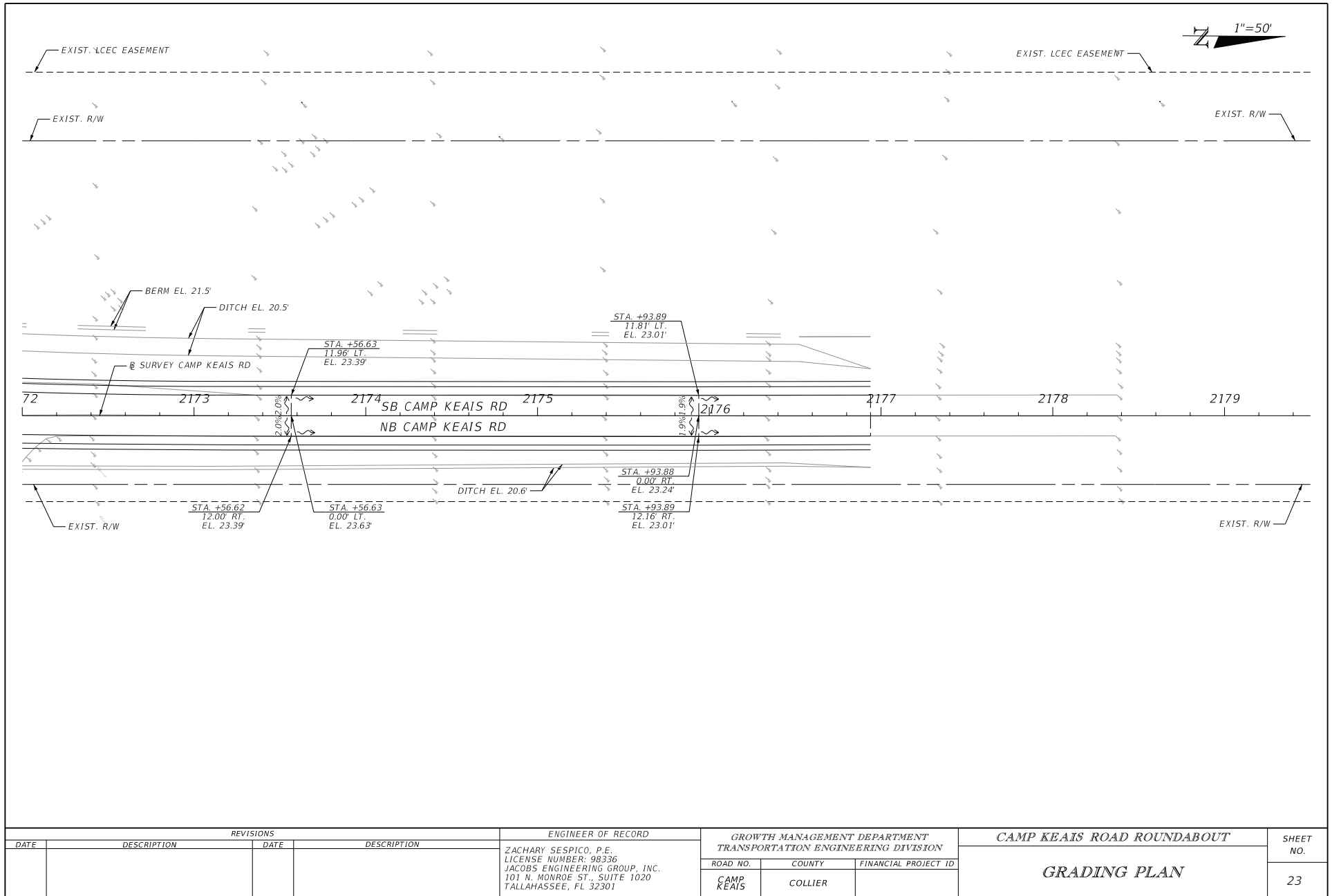
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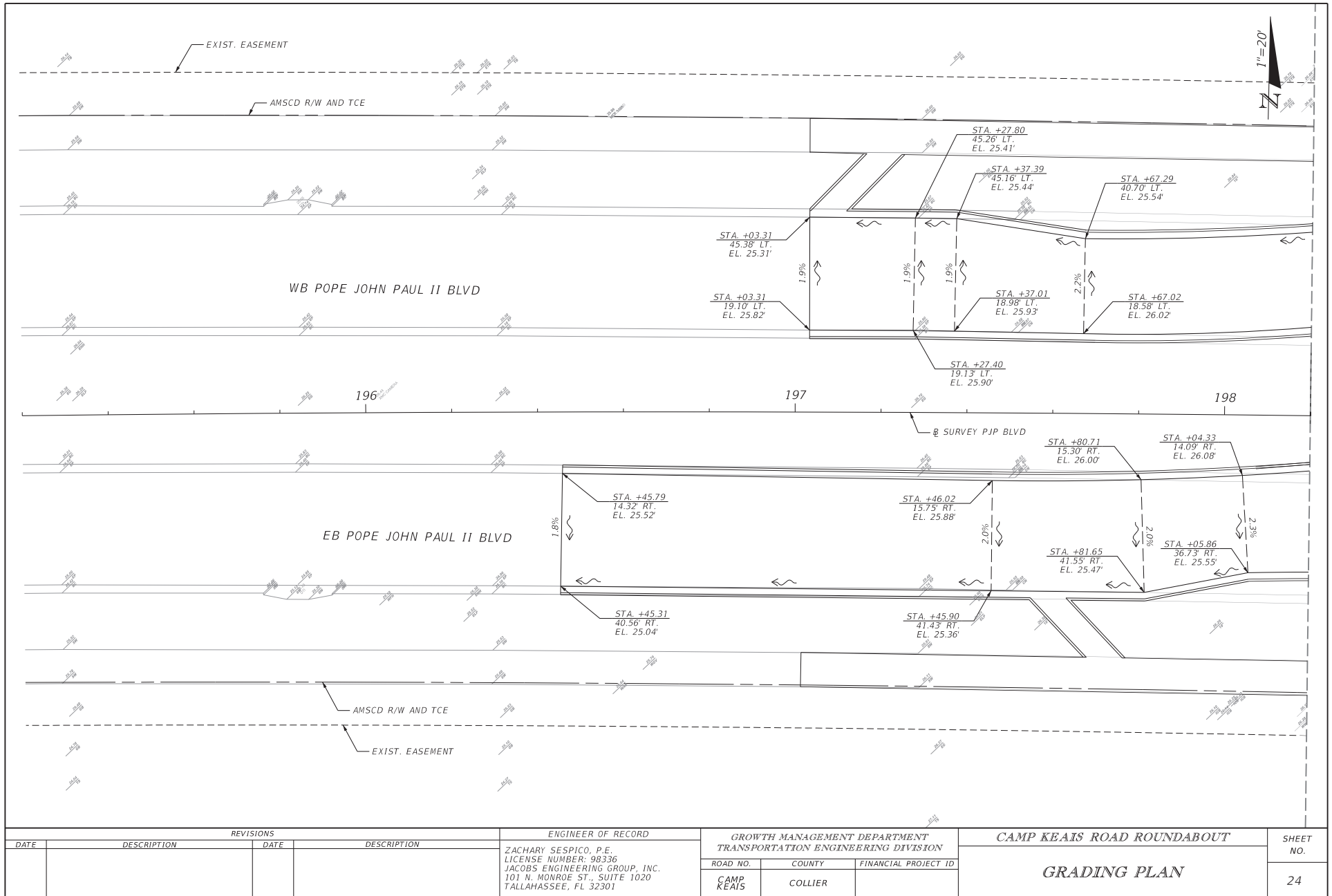




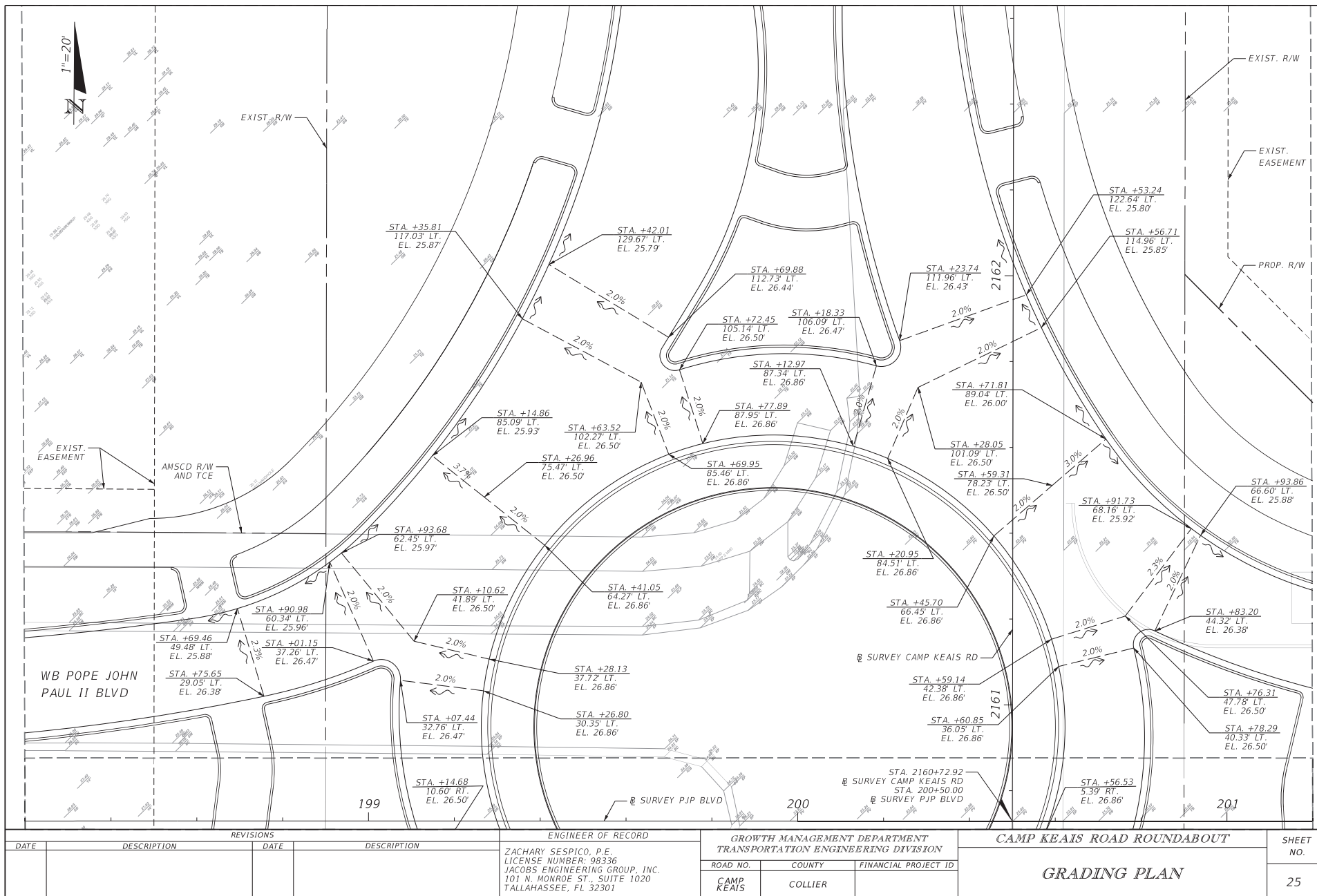


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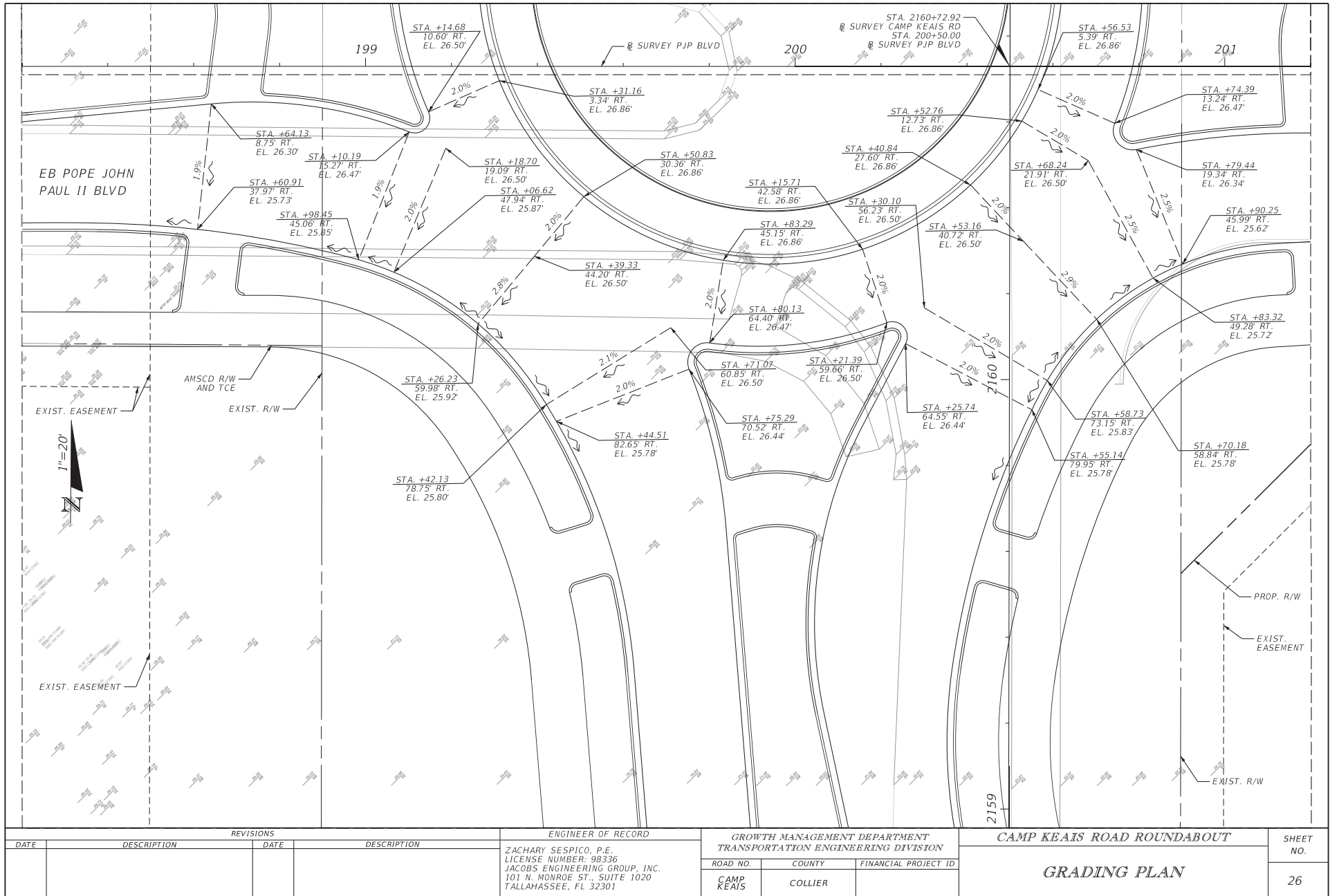




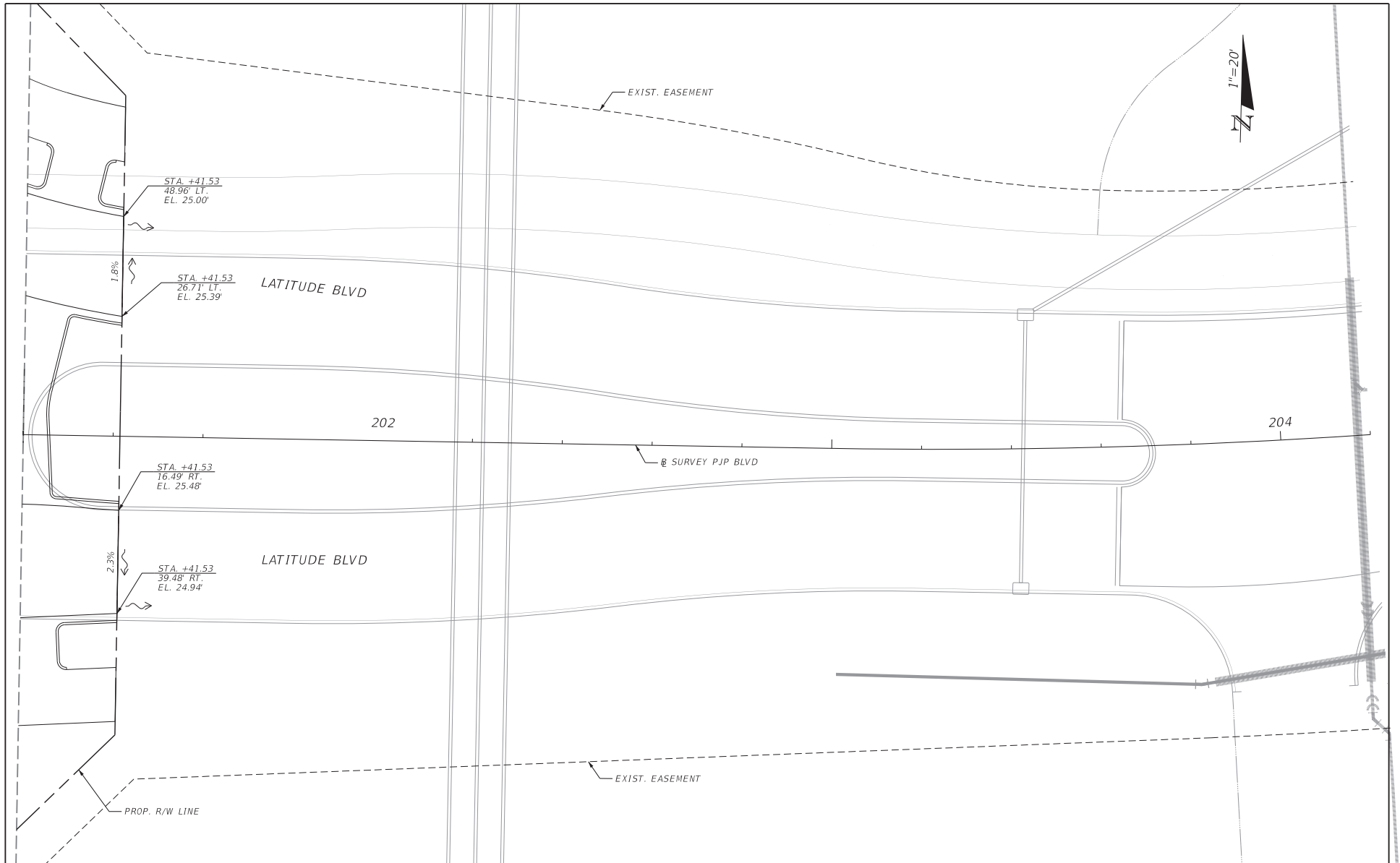
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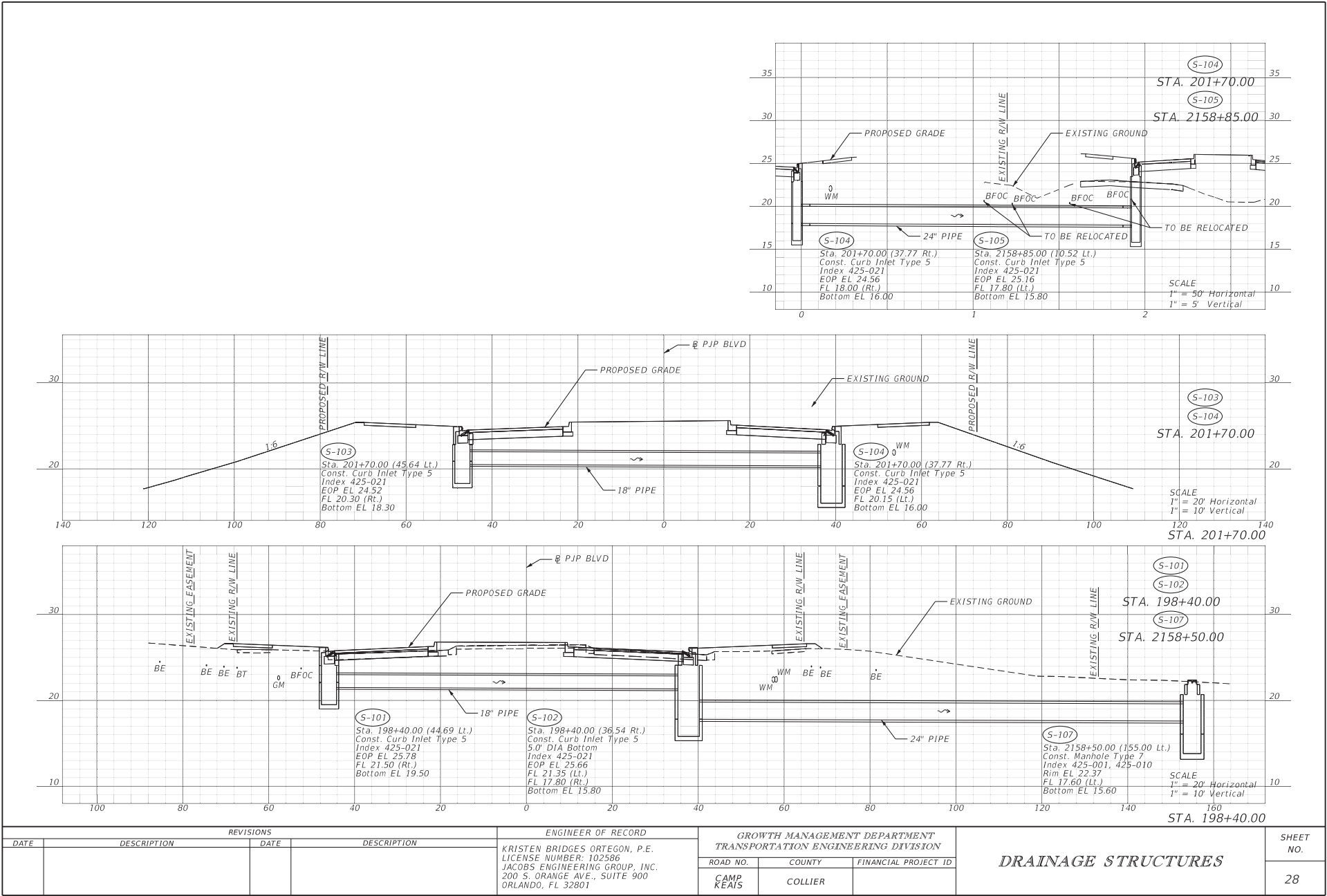


REVISIONS				ENGINEER OF RECORD	GROWTH MANAGEMENT DEPARTMENT TRANSPORTATION ENGINEERING DIVISION			CAMP KEAIS ROAD ROUNDABOUT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	GRADING PLAN	
					ZACHARY SESPICO, P.E. LICENSE NUMBER: 98336 JACOBS ENGINEERING GROUP, INC. 101 N. MONROE ST., SUITE 1020 TALLAHASSEE, FL 32301	CAMP KEAIS	COLLIER		

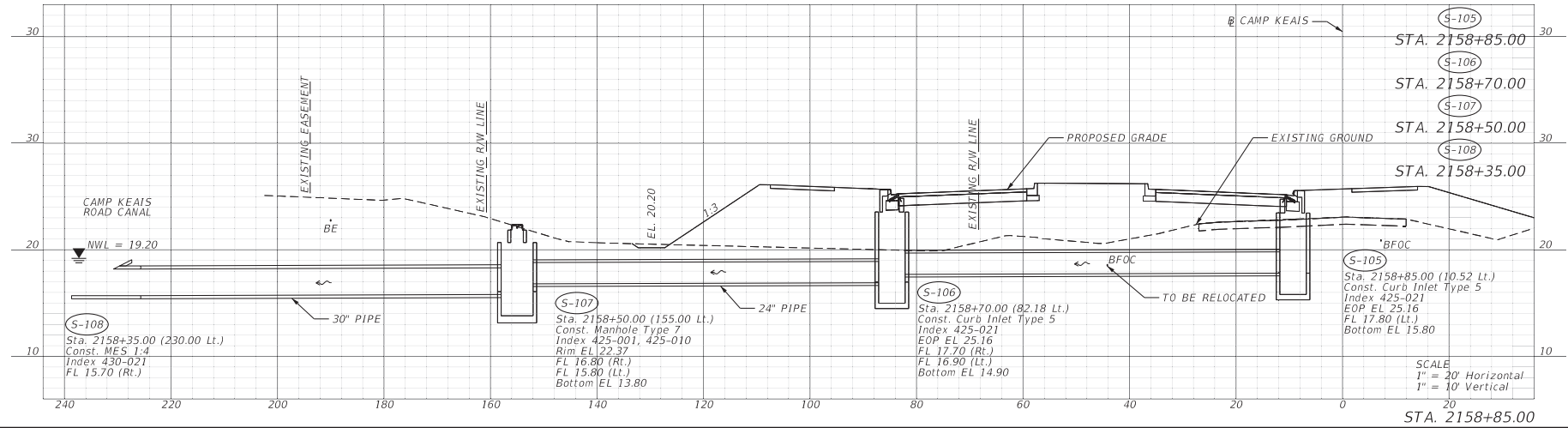
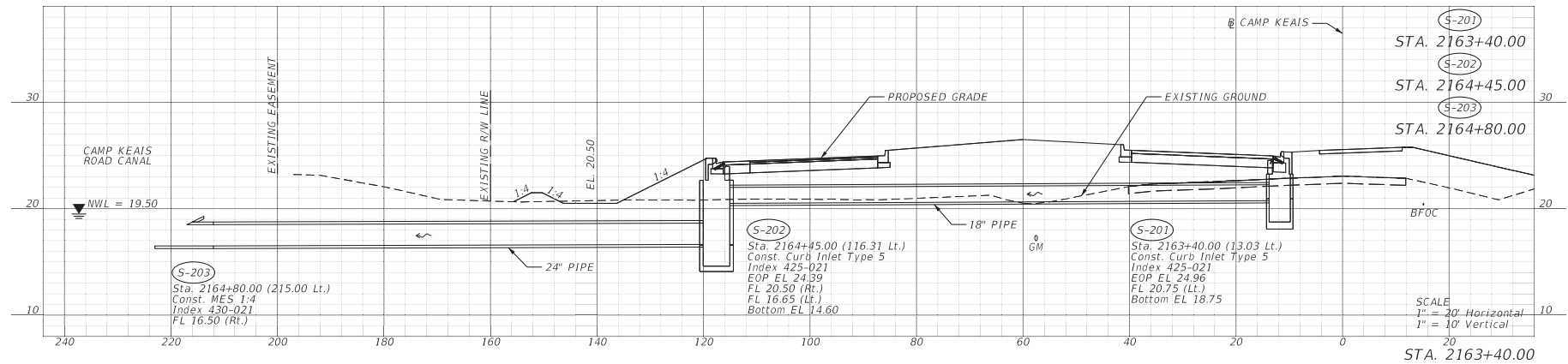
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 LICENSE NUMBER: 98336
 JACOBS ENGINEERING GROUP, INC.
 101 N. MONROE ST., SUITE 1020
 TALLAHASSEE, FL 32301

GRADING PLAN

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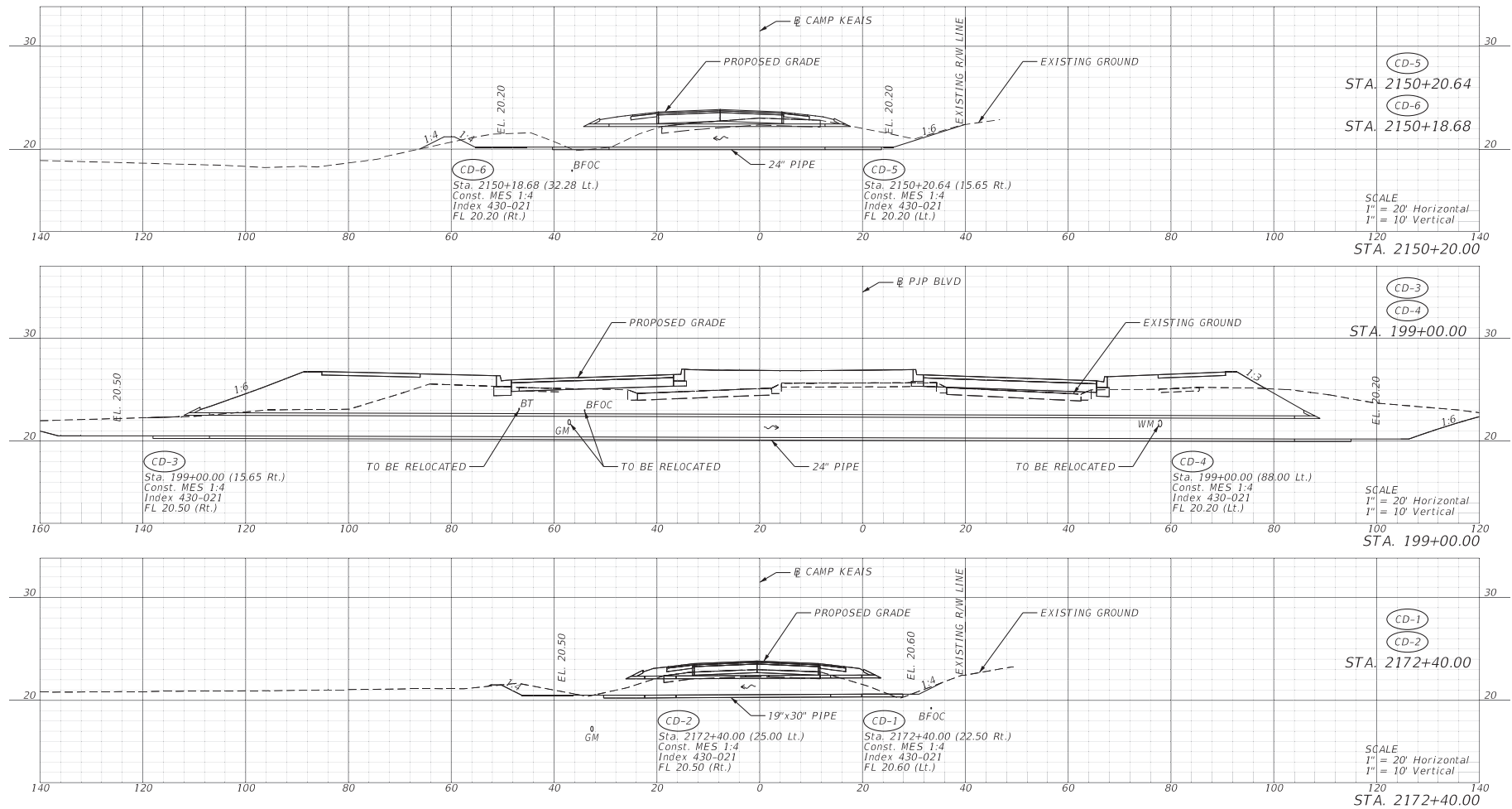
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DATE	DESCRIPTION	DATE	DESCRIPTION	KRISTEN BRIDGES ORTEGON, P.E. LICENSE NUMBER: 102586 JACOBS ENGINEERING GROUP, INC. 200 S. ORANGE AVE., SUITE 900 ORLANDO, FL 32801			ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
							CAMP KEAIS	COLLIER			

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REVISIONS				ENGINEER OF RECORD			GROWTH MANAGEMENT DEPARTMENT TRANSPORTATION ENGINEERING DIVISION			DRAINAGE STRUCTURES	SHEET NO. 30
DATE	DESCRIPTION	DATE	DESCRIPTION	KRISTEN BRIDGES ORTEGON, P.E. LICENSE NUMBER: 102586 JACOBS ENGINEERING GROUP, INC. 200 S. ORANGE AVE., SUITE 900 ORLANDO, FL 32801			ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
							CAMP KEAIS	COLLIER			

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

GENERAL NOTES:

1. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE F.D.O.T. ROADWAY TRAFFIC DESIGN STANDARD PLANS (102-600 SERIES) AND THE 2009 EDITION OF MUTCD (WITH REVISIONS).
2. REDUCE POPE JOHN PAUL II BLVD. REGULATORY SPEED LIMIT TO 20 MPH.
3. REDUCE CAMP KEAIS ROAD REGULATORY SPEED LIMIT TO 35 MPH DURING PHASE 1, 2 AND 3 AND TO 20 MPH DURING PHASE 4.
4. THE CONTRACTOR SHALL COVER ANY EXISTING SIGNS THAT CONFLICT WITH THE TRAFFIC CONTROL PLANS DURING CONSTRUCTION.
5. FOR DROP-OFFS, THE CONTRACTOR'S ATTENTION IS DIRECTED TO STANDARD PLANS 102-600 SHEET 8 OF 11.
6. ACCESS TO RESIDENTIAL AND COMMERCIAL PROPERTIES SHALL BE MAINTAINED AT ALL TIMES UNLESS SHOWN OTHERWISE.
7. THE CONTRACTOR SHALL NOTIFY COLLIER COUNTY PUBLIC WORKS AND EMERGENCY SERVICES IN ADVANCE PRIOR TO IMPLEMENTING THIS TEMPORARY TRAFFIC CONTROL PLAN.
8. TEMPORARY PAVEMENT SHALL CONSIST OF OPTIONAL BASE GROUP 4 AND 2" SP STRUCTURAL COURSE ON COMPACTED SUBGRADE EXCEPT FOR THE PORTION ON THE PROPOSED PAVEMENT.
9. LANE CLOSURES ARE NOT ALLOWED DURING PEAK-HOUR TRAFFIC.
10. ANY MODIFICATIONS TO THESE PLANS SHALL BE SUBMITTED FOR REVIEW AND RECEIVE APPROVAL FROM COLLIER COUNTY AT LEAST 5 DAYS PRIOR TO IMPLEMENTATION.
11. ALL TEMPORARY PAVEMENT MARKINGS SHALL BE REMOVABLE TAPE.
12. CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND THE COMMUNITY OF AVE MARIA FOR CONSTRUCTION METHOD OF OVERBUILDING THE TEMPORARY PAVEMENT AS SHOWN IN PHASE 3 NOTES. CONSTRUCTION METHODS MAY INCLUDE FLAGGER OPERATIONS PER STANDARD PLANS 102-603 OR OVERNIGHT DETOUR.
13. CONTRACTOR SHALL SUBMIT METHOD OF RECONSTRUCTING CAMP KEAIS ROAD AT BEGIN AND END OF PROJECT INCLUDING DRAINAGE CULVERTS TO THE ENGINEER FOR APPROVAL. CONSTRUCTION METHOD CAN INCLUDE FLAGGER OPERATIONS PER STANDARD PLANS 102-603 WITH USE OF TEMPORARY PAVEMENT.

PHASING NOTES

PHASE 1:
OBJECTIVE: PARTIAL CONSTRUCTION OF THE ROUNDABOUT ROADWAYS AND EB POPE JOHN PAUL II BLVD.

1. INSTALL TRAFFIC CONTROL DEVICES AS SHOWN.
2. INSTALL EROSION CONTROL DEVICES.
3. MERGE EB POPE JOHN PAUL II BLVD. RIGHT LANE AND SHIFT THE SINGLE LANE TRAFFIC INTO WB POPE JOHN PAUL II BLVD.
4. CROSSOVER EB POPE JOHN PAUL II BLVD. TRAFFIC AT THE EXISTING INTERSECTION BETWEEN CAMP KEAIS ROAD AND ANTHEM PARKWAY ROUNDABOUT AT STATION 189+50 AS SHOWN.
5. RECONFIGURE CAMP KEAIS ROAD INTERSECTION WITH POPE JOHN PAUL II BLVD. AS SHOWN.
6. CONSTRUCT TEMPORARY PAVEMENT.
7. CONSTRUCT PORTION OF THE ROUNDABOUT AND EB POPE JOHN PAUL II BLVD. AS SHOWN.

PHASE 2:
OBJECTIVE: CONSTRUCTION OF WB POPE JOHN PAUL II BLVD.

1. INSTALL TRAFFIC CONTROL DEVICES AS SHOWN.
2. INSTALL EROSION CONTROL DEVICES.
3. MERGE EB POPE JOHN PAUL II BLVD. LEFT LANE.
4. CROSSOVER WB POPE JOHN PAUL II BLVD. TRAFFIC AT THE EXISTING INTERSECTION BETWEEN CAMP KEAIS ROAD AND ANTHEM PARKWAY ROUNDABOUT AT STATION 189+50 AS SHOWN.
5. RECONFIGURE CAMP KEAIS ROAD INTERSECTION WITH POPE JOHN PAUL II BLVD. AS SHOWN.
6. SHIFT WB POPE JOHN PAUL II BLVD. SINGLE LANE TRAFFIC INTO THE CROSSOVER.
7. CONSTRUCT WB POPE JOHN PAUL II BLVD.
8. CONSTRUCT ADDITIONAL TEMPORARY PAVEMENT AS SHOWN.

PHASE 3:
OBJECTIVE: COMPLETE CONSTRUCTION OF THE ROUNDABOUT ROADWAYS.

1. OVERBUILD PORTION OF THE TEMPORARY PAVEMENT CONSTRUCTED IN PHASE 1 TO MATCH PROPOSED GRADE.
2. INSTALL TRAFFIC CONTROL DEVICES AS SHOWN.
3. INSTALL EROSION CONTROL DEVICES.
4. RECONFIGURE CAMP KEAIS ROAD INTERSECTION WITH POPE JOHN PAUL II BLVD. AS SHOWN.
5. COMPLETE CONSTRUCTION OF THE ROUNDABOUT.

PHASE 4:
OBJECTIVE: COMPLETE CONSTRUCTION OF REMAINING PORTIONS OF MEDIAN ISLANDS AND CENTER OF THE ROUNDABOUT.

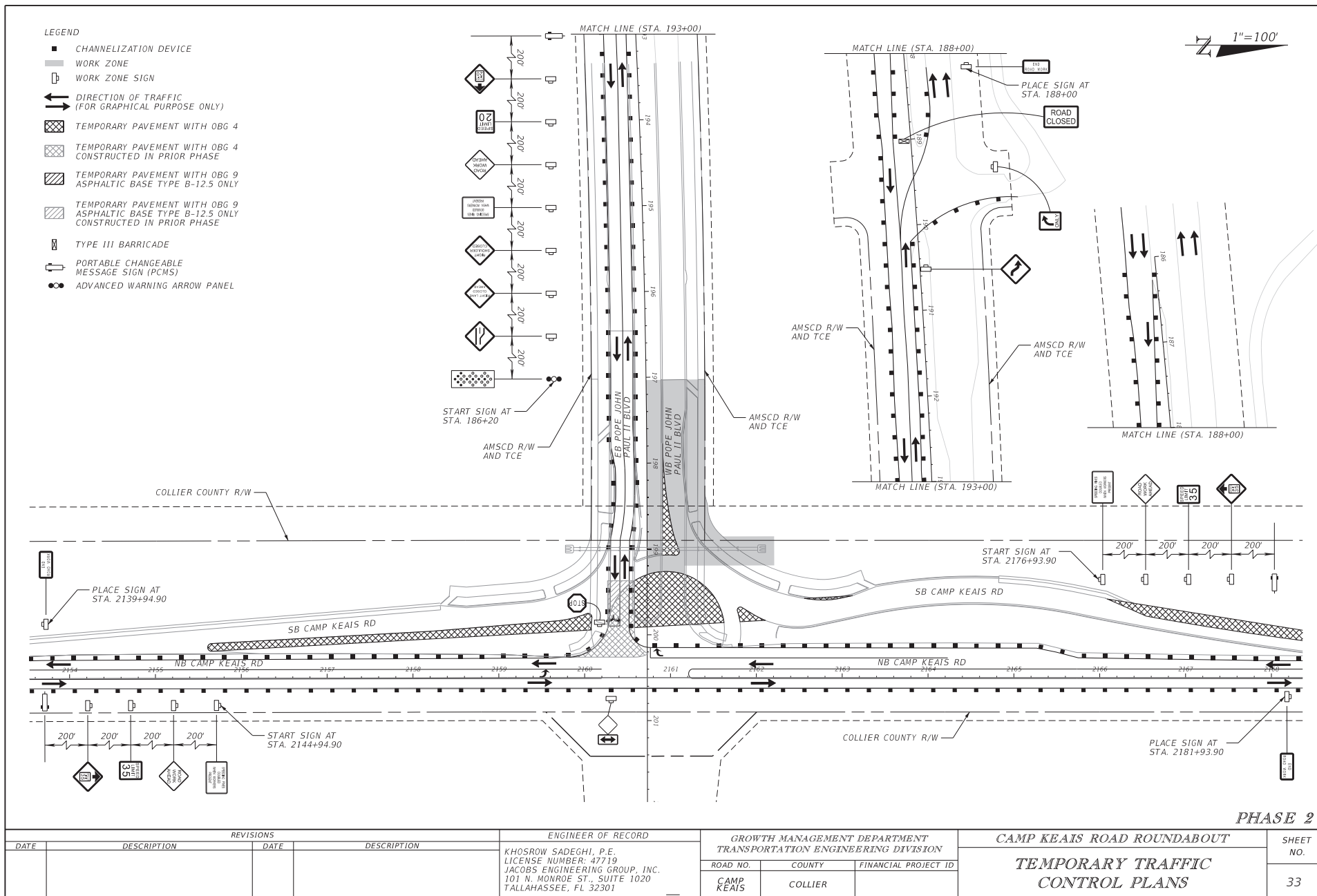
1. INSTALL TRAFFIC CONTROL DEVICES AS SHOWN.
2. INSTALL EROSION CONTROL DEVICES.
3. SHIFT CAMP KEAIS ROAD AND POPE JOHN PAUL II BLVD. TRAFFIC ONTO THE PROPOSED ROUNDABOUT.
4. COMPLETE CONSTRUCTION OF REMAINING PORTIONS OF MEDIAN ISLANDS AND CENTER OF THE ROUNDABOUT.

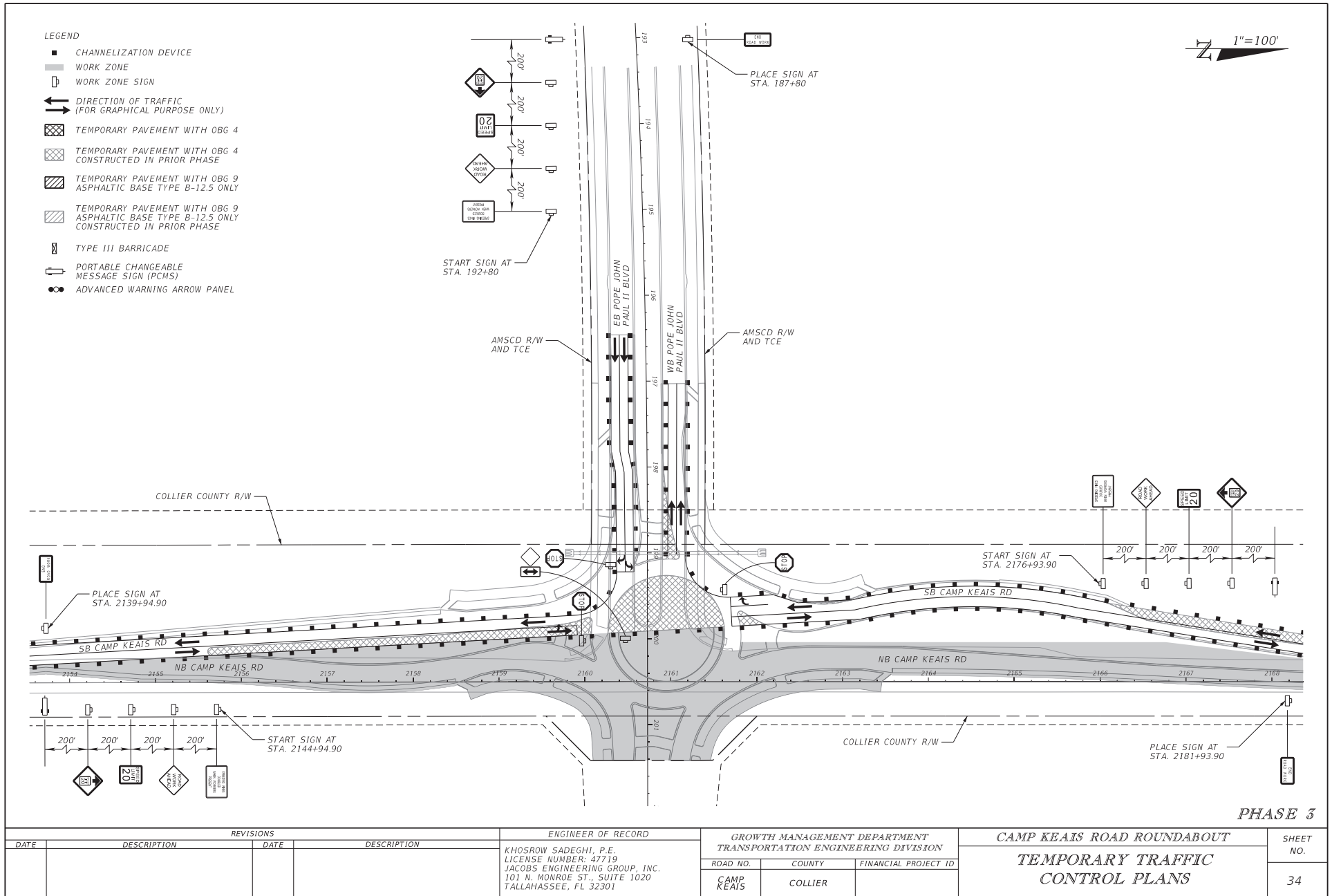
GENERAL AND PHASE NOTES

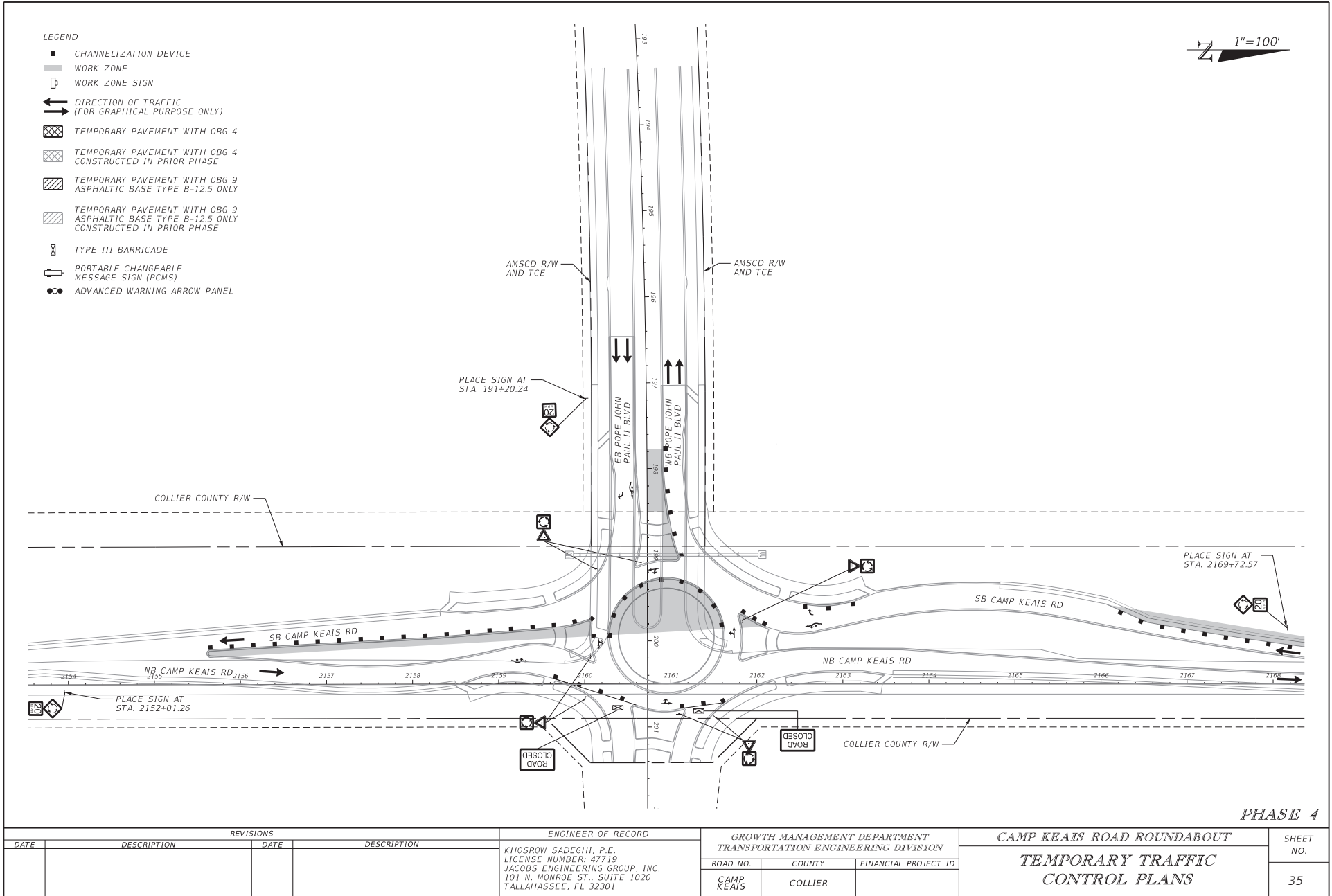
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	TEMPORARY TRAFFIC CONTROL PLAN	
					KHOSROW SADEGHI, P.E. LICENSE NUMBER: 47719 JACOBS ENGINEERING GROUP, INC. 101 N. MONROE ST., SUITE 1020 TALLAHASSEE, FL 32301	CAMP KEAIS	COLLIER		

KHOSROW SADEGHI, P.E.
LICENSE NUMBER: 47719
JACOBS ENGINEERING GROUP, INC.
101 N. MONROE ST., SUITE 1020
TALLAHASSEE, FL 32301

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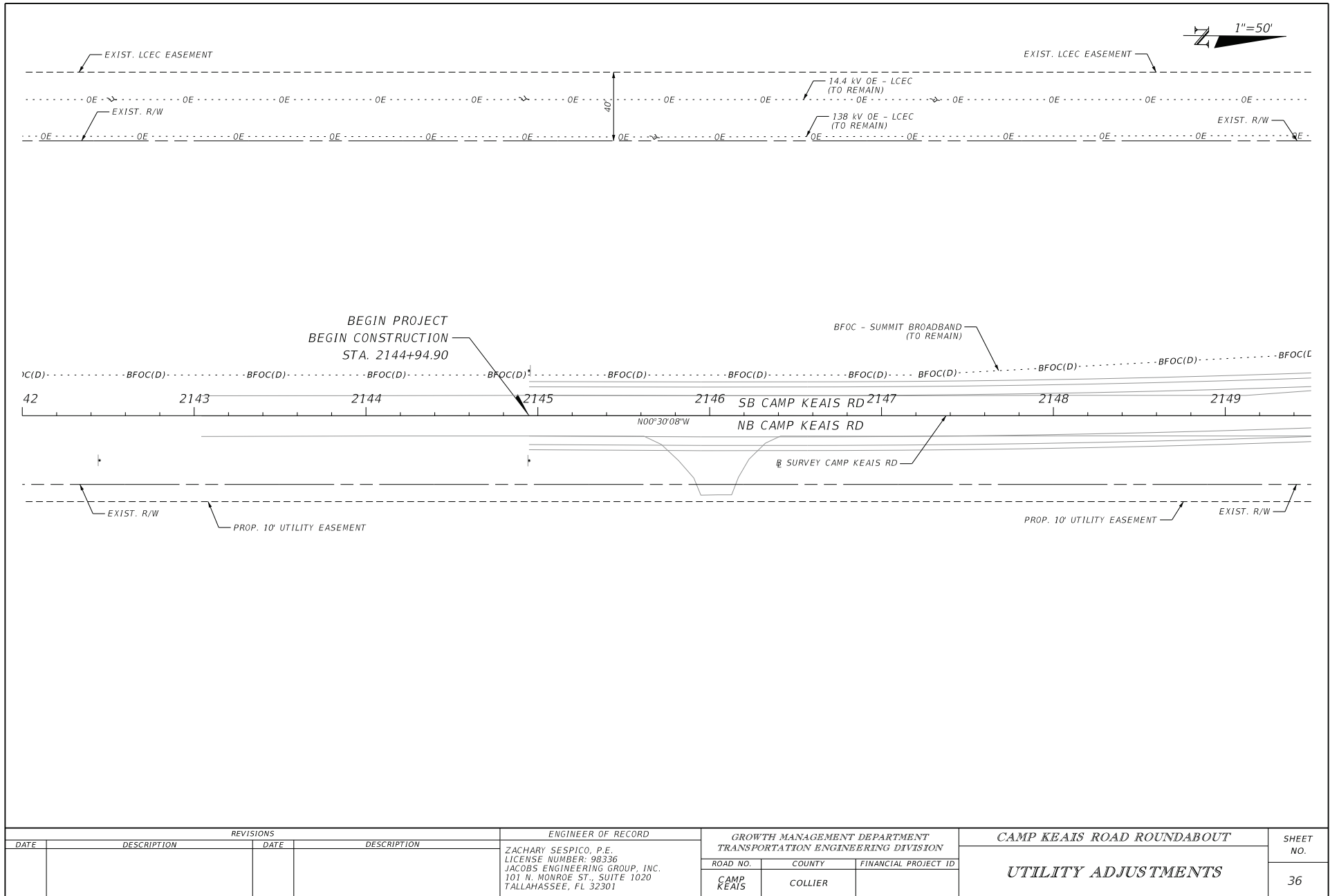




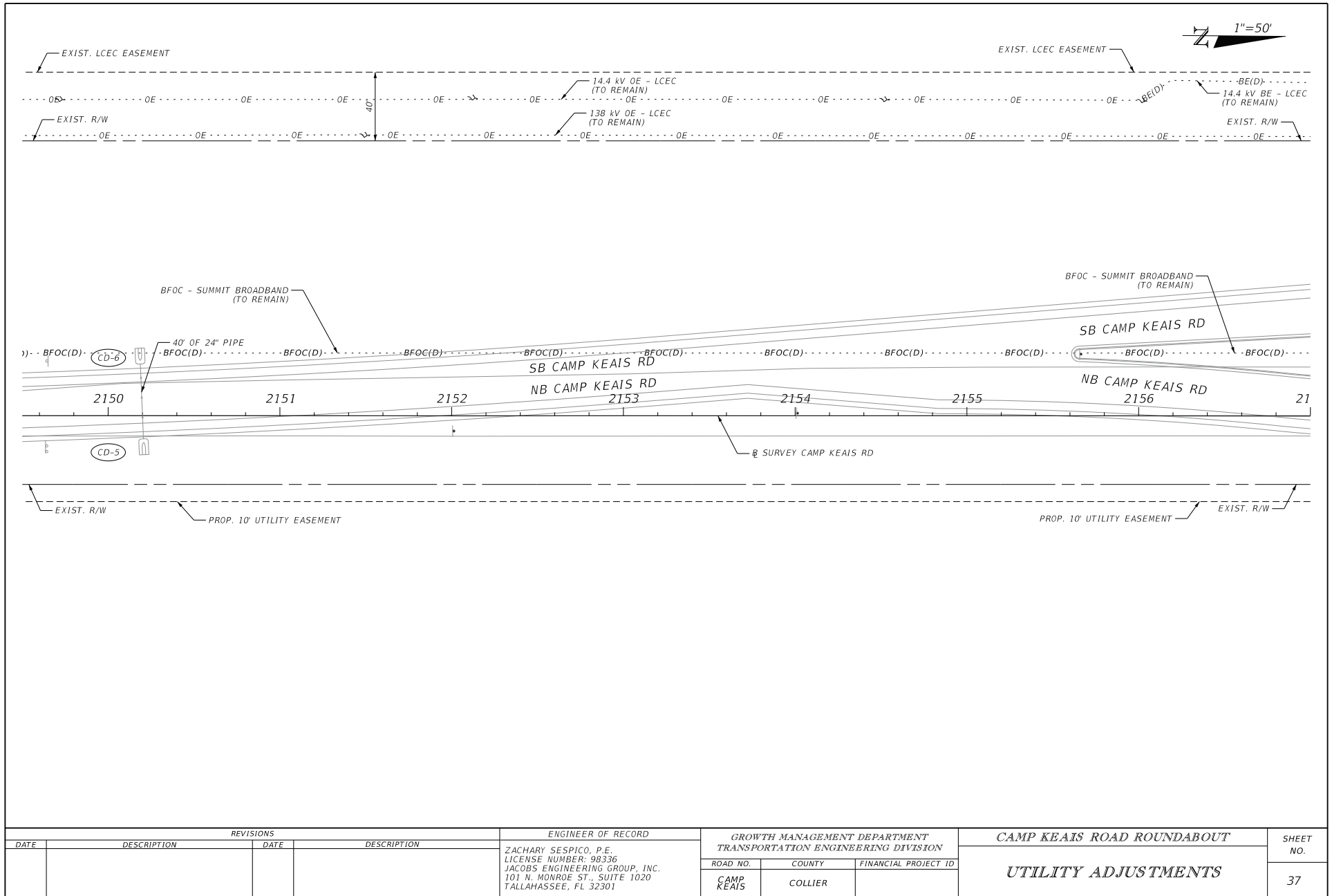
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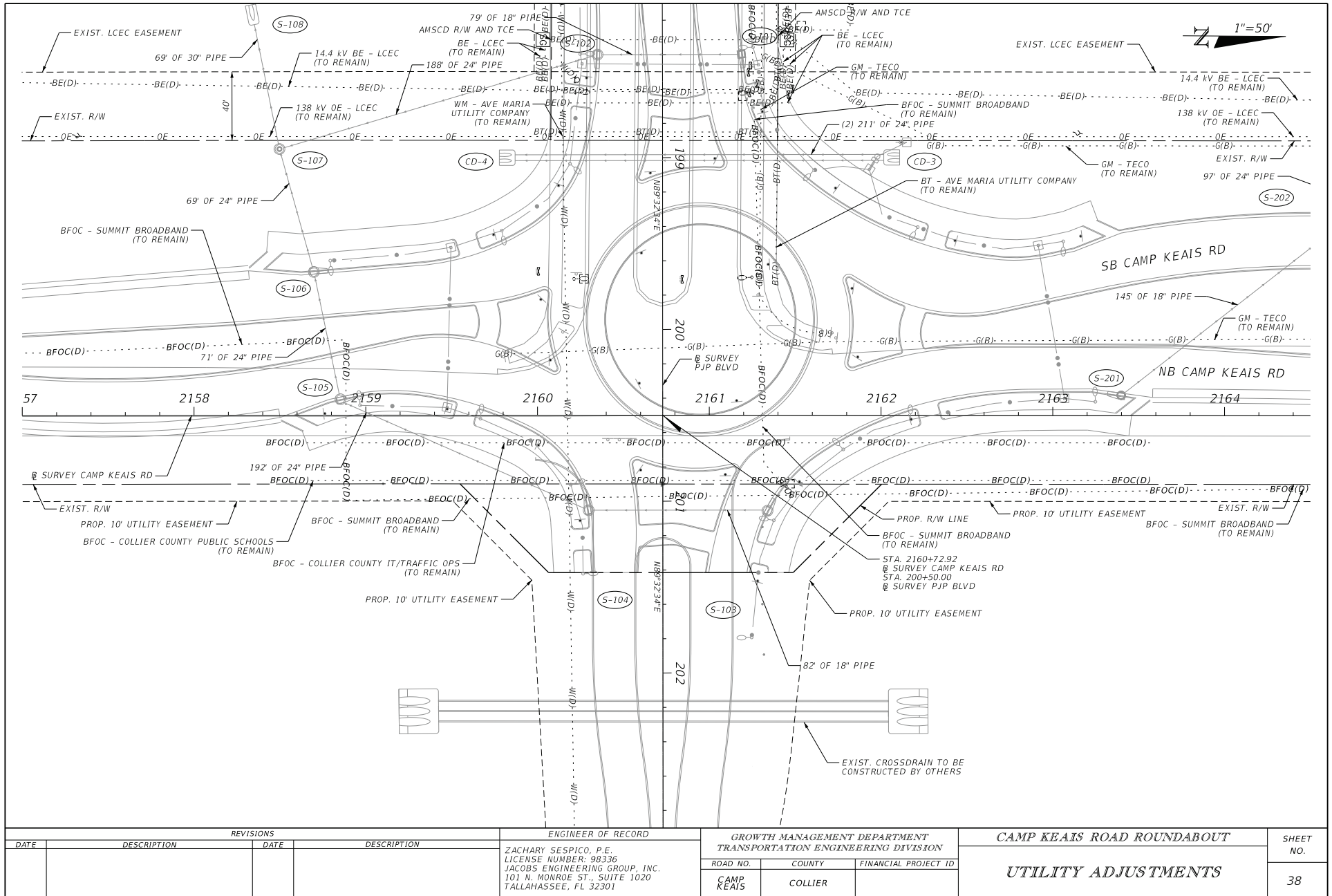
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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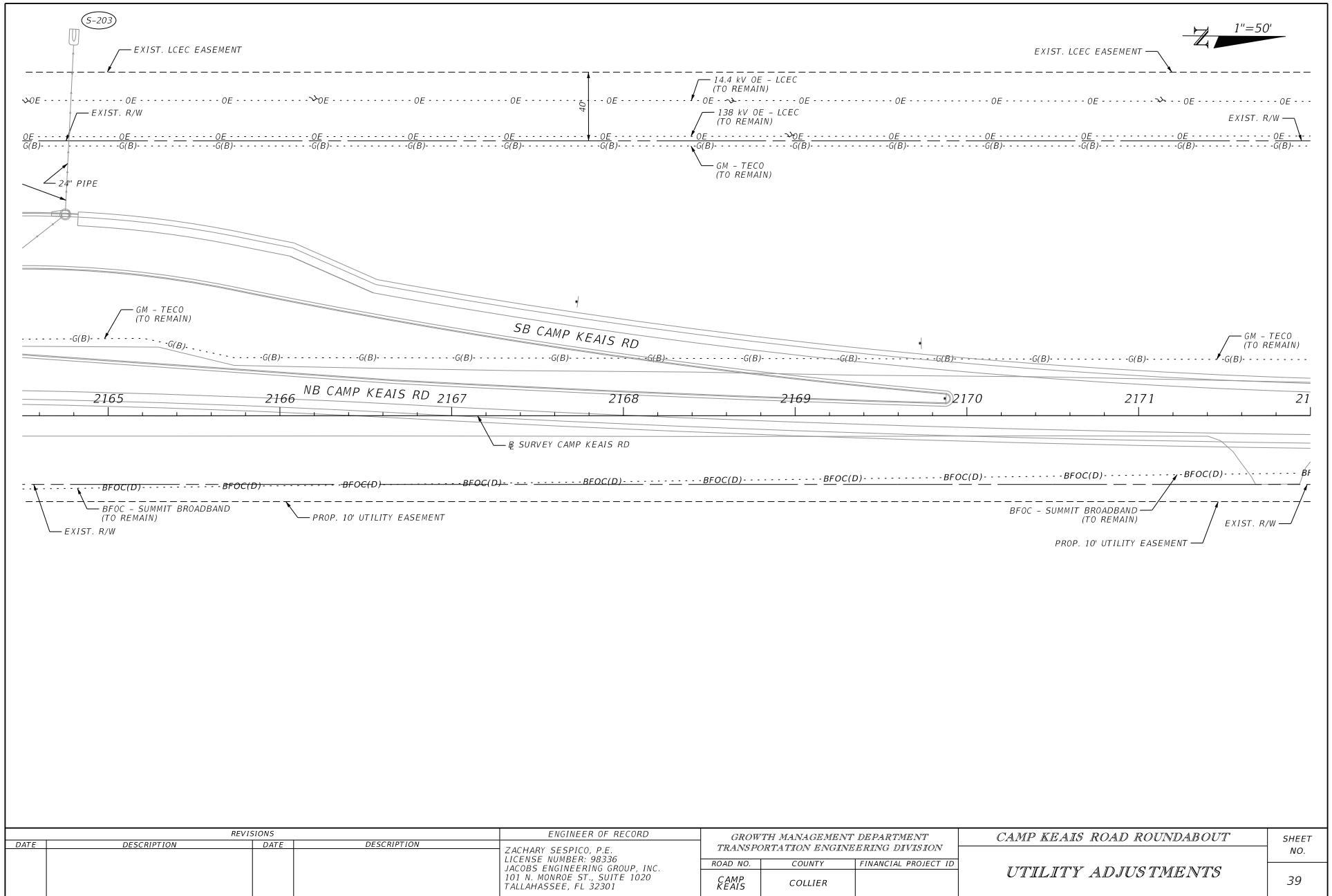
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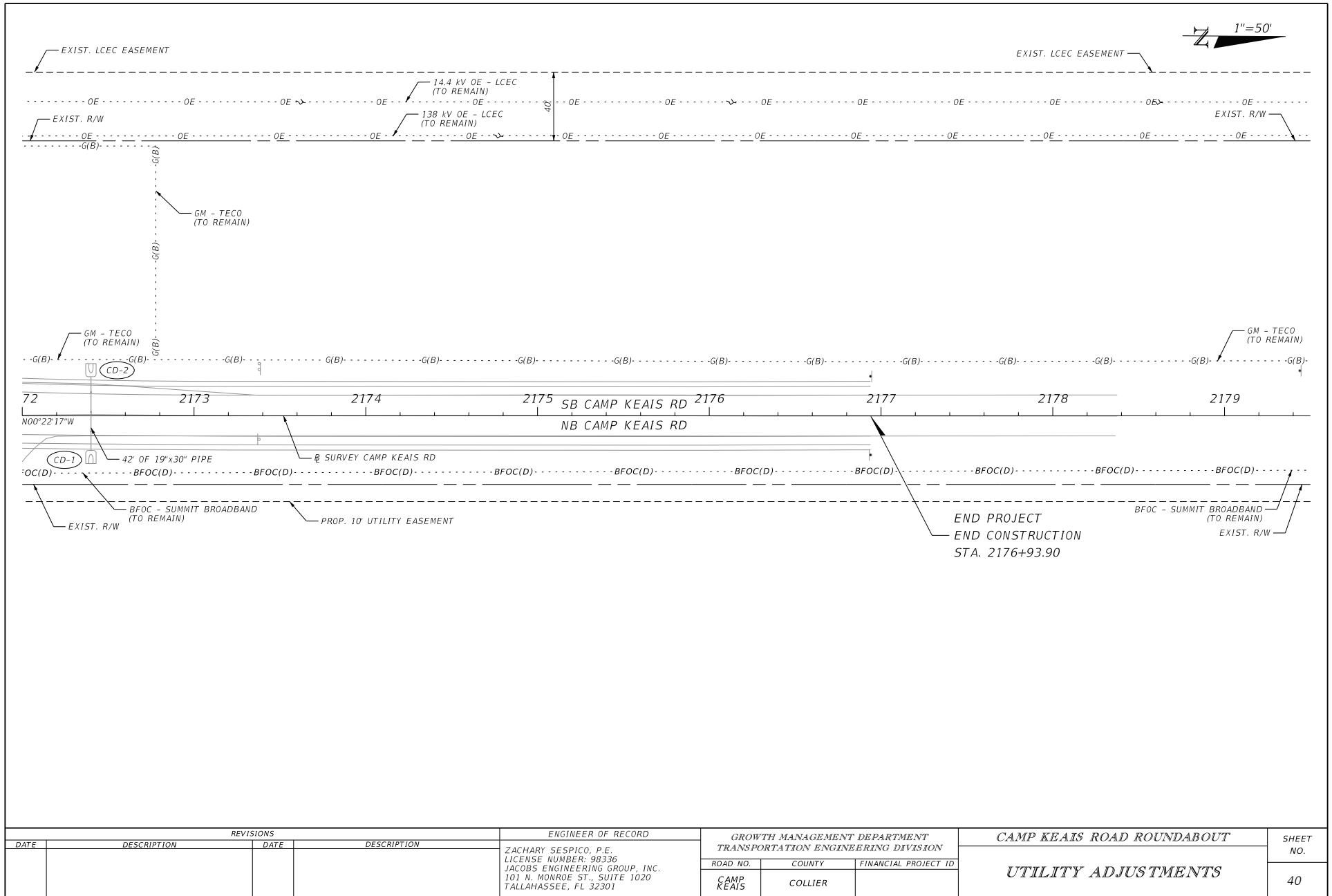


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REVISIONS				ENGINEER OF RECORD	GROWTH MANAGEMENT DEPARTMENT TRANSPORTATION ENGINEERING DIVISION			CAMP KEAIS ROAD ROUNDABOUT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				ZACHARY SESPICO, P.E. LICENSE NUMBER: 98336 JACOBS ENGINEERING GROUP, INC. 101 N. MONROE ST., SUITE 1020 TALLAHASSEE, FL 32301	CAMP KEAIS	COLLIER		UTILITY ADJUSTMENTS	40

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To: Board of Supervisors

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

Date: September 29, 2026

Board Meeting Date: October 6, 2026

SUBJECT

Consider authorization to proceed with preliminary items associated with issuance of Series 2027 Master Capital Improvement Revenue Bonds for the purpose of financing the acquisition/construction of Phase 6 Master Infrastructure improvements within the District (Series 2027 Master Bonds).

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors approve the authorization to proceed with preliminary items associated with issuance of Series 2027 Master Bonds.

GENERAL INFORMATION

The District has been requested to consider issuance of the Series 2027 Capital Improvement Revenue Bonds (Series 2027 Master Bonds) for the purpose of financing the acquisition/construction of Phase 6 Master Infrastructure Improvements within the District. The Developer has reviewed its current development plan and associated master public infrastructure. Preliminary anticipated projects to be associated with the Series 2027 Master Bonds include master public infrastructure associated with Peek Way extension Phase 1, Sod Farm Phase 1, and Arthrex Commerce Park Phase 3B, for which costs are anticipated to be approximately \$30M. Detailed scope and cost projections are being prepared and evaluated. Please also note that the project scope of the 2025 Master Bonds is under review and anticipated changes will be presented to the Board for consideration.

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

1. Consider Approval of Engagement Letter for Underwriting Services Agreement – Raymond James (MBS Capital Markets joined Raymond James in August 2026) for 2027 Master Bonds
2. Consider Authorization for Real Estate Econometrics to Prepare Methodology Report for the Series 2027 Master Bond issuance for Phase 6 Master Infrastructure Improvements.
3. Consider Approval of Financing Team Funding Agreement – 2027 Master Bonds

4. Authorize District Engineer to commence preparation of the seventh sub-master supplemental engineer's report for the Phase 6 project

Should the Board authorize staff to move forward, the anticipated next steps include:

1. Preparation of the supplemental engineer's report and assessment methodology report for presentation to the Board (anticipated December).
2. Preparation of various bond documents for presentation to the Board via the delegated award resolution (anticipated December)

PROCUREMENT REVIEW

In accordance with statutory requirements.

DISTRICT ENGINEER REVIEW

District Engineer will review infrastructure items and prepare supplemental engineer's report for consideration by the Board.

DISTRICT LEGAL COUNSEL REVIEW

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

FUNDING REVIEW

Fees shall be paid from the proceeds of the Series 2027 Bonds or provided by the developer pursuant to the finance team funding agreement. The District's budgets are not impacted by this item.

AGREEMENT FOR UNDERWRITING SERVICES
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

October 6, 2026

Board of Supervisors
Ave Maria Stewardship Community District

Dear Supervisors:

Raymond James & Associates, Inc. (the “RJA” or the “Underwriter”) is pleased to submit this agreement (the “Agreement”) to the Ave Maria Stewardship Community District (the “District”) to serve as underwriter or placement agent to the District. This Agreement relates to the proposed issuance of bonds (the “Bonds”) to acquire and/or construct certain public infrastructure improvements for the District’s capital improvement plan for the Series 2027 Bonds. This Agreement will cover the engagement for the initial issuance of Bonds and will be supplemented for future bond issuances as may be applicable.

1. **Scope of Services:** The Underwriter intends to serve as the underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below, as applicable.

- Advice regarding the structure, timing, terms, and other similar matters concerning the particular municipal securities described above.
- Preparation of rating strategies and presentations related to the issue being underwritten.
- Preparations for and assistance with investor “road shows,” if any, and investor discussions related to the issue being underwritten.
- Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
- Assistance to the District in its preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
- Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
- Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
- Preparation of post-sale reports for the issue, if any.
- Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.

2. **Fees:** The Underwriter will be responsible for its own out-of-pocket expenses other than the fees and disbursements of underwriter's or disclosure counsel, whose fees shall be paid from the proceeds of the Bonds. Any fees payable to the Underwriter will be contingent upon the successful sale and delivery or placement of the Bonds. The underwriting fee for the sale or placement of the Bonds will be the greater of \$50,000 or 1.3% of the par amount of Bonds issued.
3. **Termination:** Both the District and the Underwriter will have the right to terminate this Agreement without cause upon 90 days written notice to the non-terminating party.
4. **Purchase Contract:** At or before such time as the District gives its final authorization for the Bonds, the Underwriter and its counsel will deliver to the District a purchase or placement contract (the "Purchase Contract") detailing the terms of the Bonds.
5. **Notice of Meetings:** The District shall provide timely notice to the Underwriter for all regular and special meetings of the District. The District will provide, in writing, to the Underwriter, at least one week prior to any meeting, except in the case of an emergency meeting for which the notice time shall be the same as that required by law for the meeting itself, of matters and items for which it desires the Underwriter's input.
6. **Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17.** The Municipal Securities Rulemaking Board's Rule G-17 requires underwriters to make certain disclosures to issuers in connection with the issuance of municipal securities. Those disclosures are attached hereto as "Exhibit A." By execution of this Agreement, you are acknowledging receipt of the same. If you or any other District officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the District's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate. It is our understanding that you have the authority to bind the District by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.
7. **Accuracy of Information.** The District understands that the consummation of the transaction will be based upon, among other things, the truth, accuracy and completeness of the information included in the official statement or other offering document or otherwise provided to RJA.
8. **Obligations Contingent; Not Municipal Advisor.** Nothing in this Agreement is an expressed or an implied commitment by RJA to provide financing or to place, purchase or underwrite the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the underwriting or placement of the Bonds. Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and then-prevailing market conditions.

The District acknowledges and agrees that RJA is being retained to act solely as underwriter or placement agent for the Bonds, and not as advisor or in any other capacity as agent. RJA shall act as an independent contractor under this Agreement, and not in any other capacity, including as a fiduciary. The District acknowledges and agrees that: (i) the transaction contemplated by this

Agreement is an arm's length, commercial transaction between District and RJA in which RJA is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the District; (ii) RJA has not assumed any advisory or fiduciary responsibility to the District with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether RJA has provided other services or is currently providing other services to the District on other matters); (iii) the only obligations RJA has to the District with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

9. **Conflicts.** You should be aware that RJA or its affiliates may have trading and other business relationships with other participants in the proposed transaction, including with potential purchasers of the Bonds. These relationships include, but may not be limited to, trading lines, frequent purchases and sales of securities and other engagements through which RJA may have, among other things, an economic interest. In addition, you should be aware that the primary role of an underwriter or placement agent is to purchase, or arrange for the placement of, respectively, securities in an arm's-length commercial transaction between the issuer and (i) RJA, strictly in our capacity as Underwriter, or (ii) the purchaser, strictly in our capacity as Placement Agent, and that the RJA has financial and other interests that differ from those of the District. Notwithstanding the foregoing, RJA will not receive any compensation with respect to the services provided hereunder other than as set forth in paragraph 2 above or otherwise disclosed in writing to District. RJA is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within RJA, but of which none of our personnel involved in the proposed transaction actually has knowledge, will not for any purpose be taken into account in determining RJA's responsibilities to you.
10. **General Terms.** No opinion or advice of RJA shall be reproduced, disseminated, quoted or referred to at any time without the prior written consent of RJA. Upon the completion of the financing, we will be entitled to advertise the transaction in publications and at times selected by us at our own expense. Notwithstanding the foregoing, nothing in this Agreement shall limit or impair the District's obligations under Chapter 119 (Public Records) or Section 286.011 (Sunshine Law), Florida Statutes, or its disclosure obligations under applicable securities laws, and no consent of RJA shall be required for any disclosure required thereby.

No waiver, amendment or other modification of this Agreement shall be effective unless in writing and signed by each party hereto.

Any dispute arising under this Agreement shall be brought exclusively in the state courts located in Collier County, Florida. The construction and interpretation of this Agreement shall be governed by the substantive law of the State of Florida, without regard to its conflicts of laws principles. Nothing in this Agreement shall be construed as a waiver by the District of sovereign immunity beyond the limited waiver set forth in Section 768.28, Florida Statutes, or of any other right or immunity afforded to the District under Florida law.

This Agreement shall be effective upon your acceptance hereof and shall remain effective until such time as the Agreement has been terminated in accordance with Section 3 hereof.

Please sign below to evidence acceptance of the terms of this Agreement and return one executed copy to me. We are required to seek your acknowledgement that you have received the disclosures referenced herein and attached hereto as Exhibit A. By execution of this agreement, you are acknowledging receipt of the same.

Sincerely,

Raymond James & Associates, Inc.



Edwin Bulleit
Managing Director

Approved and Accepted By:

Ave Maria Stewardship Community District

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

The District has engaged Raymond James & Associates, Inc. (“RJA”), to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds.

As part of our services as underwriter, RJA may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

The following G-17 conflict of interest disclosures are now broken down into three types, including: (I) dealer-specific conflicts of interest disclosures (if applicable), (II) transaction-specific disclosures (if applicable), and (III) standard disclosures.

I. Dealer-Specific Conflicts of Interest Disclosures

RJA has identified the following potential or actual dealer-specific material conflicts or business relationships we wish to call to your attention. When we refer to *potential* material conflicts herein, we refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17.

In the ordinary course of its various business activities, RJA and its affiliates, officers, directors, and employees may purchase, sell or hold a broad array of investments and may actively trade securities, derivatives, loans, commodities, currencies, credit default swaps, and other financial instruments for their own account and for the accounts of customers. Such investment and trading activities may involve or relate to assets, securities and/or instruments of the District (whether directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the District. RJA and its affiliates also may communicate independent investment recommendations, market advice or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and at any time may hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

Additionally, in the ordinary course of its business, RJA and its affiliates may have engaged, and may in the future engage, in transactions with, and perform services for, the District and its affiliates, including without limitation, investment bidding agent services, for which they received or will receive customary fees and expenses.

Further, we understand that the District may, in certain situations, use a portion of the proceeds from the issuance of the Bonds to refund certain of the District’s outstanding securities (the “Refunded Bonds”). To the extent that RJA or an affiliate thereof owns Refunded Bonds, RJA or its affiliate, as the case may be, would receive a portion of the proceeds from the issuance of the Bonds.

I. Transaction-Specific Disclosures

- Disclosures Concerning Complex Municipal Securities Financing:
 - Because we have not recommended to the District a financing structure that may be a “complex municipal securities financing” for purposes of MSRB Rule G-17, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

II. Standard Disclosures

- Disclosures Concerning the Underwriter’s Role:
 - MSRB Rule G-17 requires an underwriter to deal fairly at all times with both the District and investors.
 - The underwriter’s primary role is to purchase the Bonds with a view to distribution in an arm’s-length commercial transaction with the District. The underwriter has financial and other interests that differ from those of the District.
 - Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests.
 - The District may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the District’s interest in this transaction.
 - The underwriter has a duty to purchase the Bonds from the District at a fair and reasonable price but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
 - The underwriter will review the official statement for the Bonds in accordance with, and a part of, its responsibility to investors under the federal securities laws, as applied to the facts and circumstances of this transaction. Under federal securities law, the District has the primary responsibility for disclosure to investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter’s obligations under the federal securities laws and such review should not be construed by the District as a guarantee of the accuracy or completeness of the information in the official statement.
- Disclosures Concerning the Underwriter’s Compensation:
 - The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage

of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Depending on the structure of the transaction that the District decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

ADDENDUM TO PROPOSAL BETWEEN THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT (“DISTRICT”) AND REAL ESTATE ECONOMETRICS, INC. (“CONSULTANT”) FOR PREPARATION OF THE SERIES 2027 SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT

District:	Ave Maria Stewardship Community District	Consultant:	Real Estate Econometrics, Inc.
Mailing Address:	2501A Burns Road Palm Beach Gardens, Florida 33410	Mailing Address:	707 Orchid Drive, Suite 100 Naples, Florida 34102
Phone:	(561) 630-4922	Phone:	(239) 269-1341

The following provisions govern that Proposal, dated October 6, 2026, 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 preparation of the Series 2027 supplemental assessment methodology report:

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. Professional Liability Insurance.

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. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Consultant pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
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 negligent 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 negligent 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 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. 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.
7. 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.

REAL ESTATE ECONOMETRICS, INC.

**AVE MARIA STEWARDSHIP COMMUNITY
DISTRICT**

By: _____
Its: _____
Date: _____

Chairperson, Board of Supervisors

Date: _____

Exhibit A: Proposal

EXHIBIT A



MEMORANDUM

TO: Ms. Allyson Holland
District Manager, Ave Maria Stewardship Community District
Special District Services, Inc.

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

SUBJECT: Ave Maria Stewardship Community District Series 2027 Master Capital Improvement Revenue Bonds Supplemental Assessment Methodology Report

DATE: October 6, 2026

Scope of Work

Background

The Ave Maria Stewardship Community District, ("District") is considering the issuance of its Series 2027 Master Capital Improvement Revenue Bonds (the "Series 2027 Master Bonds") for the purpose of financing the acquisition/construction of Master Infrastructure Improvements within the District.

The District is requesting Real Estate Econometrics, Inc ("Consultant") to prepare a supplemental assessment methodology report ("Supplemental Report") for the Series 2027 Master Bonds and to assess the benefits of the infrastructure to future benefitting parcels within the District. This Supplemental Report supplements the Ave Maria DRI Sub-Master Assessment Methodology Report, which was adopted November 14, 2006, revised on November 30, 2006, revised on August 1, 2023, and revised again on September 9, 2025 (the "Sub-Master Methodology"), which supplemented the Ave Maria Stewardship Community District Master Assessment Methodology Report ("Master Methodology") dated June 12, 2006.

The Master Methodology allocates the debt to be incurred by the District to provide infrastructure improvements to properties in the District.

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

Assignment Plan

Assignment 1 – Supplemental Assessment Methodology Report

The Consultant will prepare a supplemental assessment methodology report that will allocate and apportion the Series 2027 Master Bonds to future benefitting properties within the District.

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

Assignment 2 – Meetings and Presentations

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

Fee Proposal and Billing Arrangements

Fee Proposal

The consultant’s fixed fee proposal for Assignments 1 and 2 as outlined above is \$17,500 for the Series 2027 Master Bonds. The Consultant will attend meetings and make presentations as needed. Meeting attendance and presentations are included in the fixed fee. It is understood that the fees will be a part of the cost of issuance funds from the bond issues.

Time Table

We can complete the assignments in an expedited fashion to meet your needs in the Series 2027 Master Bonds issue.

Real Estate Econometrics, Inc. Billing Procedures

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

Authorization to Proceed

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

Authority to Execute

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

In witness whereof, the parties hereto have executed this Agreement, in duplicate, this 6th day of October, 2026.

Board of Supervisors
Ave Maria Stewardship Community District

Signature: _____
Chairman

Printed Name: Mr. Jay Roth

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

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

**BOND FINANCING TEAM FUNDING AGREEMENT
BETWEEN THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT AND
AVE MARIA DEVELOPMENT, LLLP
SERIES 2027 MASTER BONDS**

This Bond Financing Team Funding Agreement (the “Agreement”) is made and entered into this ____ day of _____ 2026, by and between:

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

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

RECITALS

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

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

WHEREAS, the District and the Developer desire to enter into this Agreement to provide funds to enable the District to commence its Series 2027 financing program.

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

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

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

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

B. **If to Developer:** Ave Maria Development, LLLP
2600 Golden Gate Parkway
Naples, Florida 34105
Attn: _____

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving

Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

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

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

13. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

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

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

ATTEST:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

WITNESSES:

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

Print Name: _____

By: _____
Its: _____

Print Name: _____

To: Board of Supervisors

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

Date: September 30, 2026

Board Meeting Date: October 6, 2026

SUBJECT

Consider Approval of Preliminary Lease Agreement between Ave Maria Stewardship Community District and Ave Maria South Park Industrial, LLC for District Operations Office Space.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors approve the Preliminary Lease Agreement between Ave Maria Stewardship Community District and Ave Maria South Park Industrial, LLC for District Operations Office Space.

GENERAL INFORMATION

During the Budget Workshop in May 2026, staff updated the Board of Supervisors on a new office space opportunity for District Operations near the Utility Plant, which is scheduled for completion in August 2027. The Board unanimously the FY 2026-2027 budget which includes rent for District Operations office space. Staff has been working with Ave Maria South Park Industrial, LLC (AMSPI) and has provided a Preliminary Lease Agreement for District Operations office space attached to this memo.

The District Operations office space, Unit No. 203 in the industrial building comprised of 1,250 SF, will be occupied by the District Operations team, including storage for the mini-trucks, tools, equipment, and storage for other operations items. The industrial unit includes approximately 400 SF of office space under air (including a restroom), and 850 SF of warehouse/storage with an overhead garage door. The District will be required to furnish the office, including tables, chairs, internet, and cable. The Lease Agreement between AMSPI and the District includes a commencement date on approximately August 1, 2027 and ends on September 30, 2028 (14 months, to align the cost of the first year's rent with the District's fiscal year). There will be no rent payments for the District in FY 2026-2027; the rent begins sixty (60) days after the commencement date. The rent for the District will be \$32,499.96 in FY 2027-2028, to be paid in twelve (12) monthly installments of \$2,708.33. District staff recommends the Board approve the preliminary lease agreement in substantial form. District staff will bring a supplement to this Lease to memorialize the Commencement Date, Rent Commencement Date, and the expiration of the Lease Term before the Board for consideration once it is finalized.

PROCUREMENT REVIEW

Not applicable

DISTRICT ENGINEER REVIEW

Not applicable.

DISTRICT LEGAL COUNSEL REVIEW

The District Legal Counsel has reviewed and approved the terms of the lease agreement for legal form and sufficiency.

FUNDING REVIEW

The adopted FY 2026-2027 Operations & Maintenance Budget includes \$35,000 for operations office rent and supplies which will be used for office furniture, etc. District staff will budget accordingly for office space rent in the FY 2027-2028 Operations & Maintenance Budget.

Attachment

LEASE AGREEMENT

1. PARTIES. This Lease Agreement ("Lease") is entered into as of the ____ day of _____, 2026, by and between **Ave Maria South Park Industrial, LLC, a Florida limited liability company** ("Landlord") and **Ave Maria Stewardship Community District, a local unit of special-purpose government established pursuant to Chapter 2004-461, Laws of Florida, as amended**, with a mailing address of 2501A Burns Road, Palm Beach Gardens, Florida 33410 ("Tenant"). Landlord's agent and point of contact is Cee Cee Marinelli, address 2600 Golden Gate Parkway, Naples, Florida 34105, phone: (239) 262-2600, email address cmarinelli@barroncollier.com ("Landlord's Agent").

2. PREMISES; CONSTRUCTION. Landlord leases to Tenant the improved real property described as Unit Number 203 ("Premises") located in the industrial building having an address of 5365 Ave Maria Boulevard, Ave Maria, Florida 34142 (the "Building"), as such address may be subject to the change to the extent address is modified by Collier County. The Premises is comprised of approximately 1,250 leasable square feet. The Building, together with an adjacent building (the "Adjacent Building") are owned by Landlord and situated in South Park Industrial Park (the "Park"). A graphic depiction of the Premises, the Building and the Adjacent Building within the Park is attached hereto as Exhibit A. Upon completion of construction, Collier County may assign a different unit number to the Premises and/or Building. If that occurs, both parties agree to execute a supplement to memorialize that change.

Buyer acknowledges that construction of the Premises has not yet commenced and/or is not yet complete. Landlord shall cause the construction of the Premises, at Landlord's expense, to be completed in accordance with the plans and specifications on file with the Landlord's Agent (the "Plans and Specifications"). Tenant acknowledges having received the Plans and Specifications or has been offered the opportunity to review them. Landlord reserves the right to make changes to the Plans and Specifications as may be necessitated or reasonably required in order to obtain the applicable permits from the applicable governmental entities or as reasonably required by applicable building codes or construction requirements in the field. The Plans and Specifications contemplate Landlord constructing the Building and building-out the interior of the Premises as a "vanilla shell" pursuant to the specifications described within Exhibit C attached hereto (the "Landlord's Work"); however, Tenant shall be responsible for all other improvements, together with furnishing and decorating the interior of the Premises for Tenant's Permitted Use (as defined below). Any fixtures, appliances or improvements added, or made by Landlord, as applicable, to the Premises shall remain the property of Landlord after the expiration of this Lease. Upon Substantial Completion (as defined below) of Landlord's Work, Landlord shall deliver possession of the Premises to Tenant. For the purposes of this Lease, "Substantial Completion" shall mean the date Landlord notifies Tenant that Landlord's Work is substantially complete as determined by Landlord. Landlord shall make a good faith effort to achieve Substantial Completion and deliver possession of the Premises to Tenant by August 1, 2027; however, Landlord shall not be responsible for any delays in completing Landlord's Work or delivering the Premises to Tenant. Landlord shall work diligently and in good faith to complete any Punchlist items. Tenant shall not be permitted to perform any work in the Premises prior to Landlord delivering possession to Tenant.

3. TERM. The Lease term shall commence on the date Landlord delivers possession of the Premises to Tenant following Substantial Completion ("Commencement Date") and end fourteen (14) months after the Rent Commencement Date (as defined in Section 4, below) ("Lease Term"). The parties agree to execute a supplement to this Lease to memorialize the Commencement Date, Rent Commencement Date and the expiration of the Lease Term.

4. RENT PAYMENTS, SECURITY DEPOSIT, TAXES AND CHARGES. Beginning sixty (60) days after the Commencement Date ("Rent Commencement Date"), Tenant shall pay rent in the amount of Two Thousand Eighty-Three and 33/100 Dollars (\$2,083.33) per month (excluding taxes) ("Rent"). Rent shall be paid monthly on the 1st day of each at Landlord's Agent's address set forth above. Upon execution, Tenant shall pay to Landlord Two Thousand Seven Hundred Eight and 33/100 Dollars (\$2,708.33) as first month's Rent, and a security deposit in the amount of Two Thousand Seven Hundred Eight and 33/100 Dollars (\$2,708.33) ("Security Deposit"). Tenant shall pay a late charge in the amount of \$150.00 for each rent payment made (7) days after the day it is due. Landlord shall be permitted to make a claim on the Security Deposit according to Florida law if damage is done to the Premises or the contents beyond normal wear and tear; additional charges are incurred during the Tenant's occupancy, such as unpaid utility charges; key replacement for lost keys; or other costs or fees caused by Tenant. Tenant shall be liable for any damages to the Premises above normal wear and tear, even if such damage exceeds the Security Deposit. Landlord shall return any remaining portion of the Security Deposit to Tenant within ten (10) days of the termination of the Lease.

5. EXPENSES.

i. Beginning on the Rent Commencement Date, in addition to the payment of Rent, Tenant covenants and agrees to pay, in the same manner and at the same time as Rent, for the following expenses in connection with the Premises:

- a. Tenant's pro rata share of the Premises' relevant allocation as set forth below of all Expenses (as defined below) related to the Building; and
- b. Tenant's pro-rata share of the Building's relevant allocation as set forth below of all Expenses related to the common areas in the Park.

In addition, Tenant shall be responsible for any and all sales, use or occupancy taxes imposed by governmental authorities on any sums paid by Tenant pursuant to this Lease.

ii. The Park consists of two (2) buildings, the leasable square footages of which are as follows:

Building 1 (Adjacent Building)	9,958 leasable square feet
Building 2 (Building) (where the Premises is located):	4,968 leasable square feet

With respect to Expenses for the Building, Tenant's pro-rata share is **25.17%**, derived from a fraction where the numerator is the leasable square feet of the Premises and the denominator is the total leasable square footage of the Building. Tenant's pro-rata share shall be adjusted to reflect any change in the square feet

of leasable square feet in the Premises or in the Building.

With respect to Expenses for the common area maintenance associated with the landscaping, parking lot expenses and other grounds related maintenance in the Park, Tenant's pro-rata share is **8.38%**, derived from a fraction where the numerator is the leasable square feet of the Premises and the denominator is the total leasable square footage of all leasable space in the Park. Tenant's pro-rata share shall be adjusted to reflect any change in the square feet of leasable square feet in the Premises or in the Park.

iii. Tenant's total pro-rata share of Expenses in the first Lease Year is estimated to be \$6.00 per leasable square foot, which includes \$.10 per leasable square foot as a reserve for future repairs or replacements.

iv. It is the intention of Landlord and Tenant that this Lease is a triple-net lease, and Tenant is to pay its pro-rata share of all expenses relating to the Premises both as to the Building and to the Park. The expenses ("Expenses") shall include, without limitation: (a) real estate taxes; (b) all insurances including fire insurance, windstorm insurance, extended coverage insurance, flood insurance, and liability insurance; (c) grounds maintenance, including upkeep and repair of driveways and parking facilities, fencing, signage and hurricane shutter installation and removal; (d) all utilities including, without limitation, the costs of water, sewer, and electric as same relates to hallways, entryways, parking areas, sidewalks, landscape areas and other common areas; (e) all repairs including, without limitation, roof, wall surfaces, floors, ceilings, windows, doors, plumbing, electrical services, air conditioning services and repairs as same relates to the Building and grounds which are shared; (h) any common expense reserve established by Landlord to accumulate funds to cover the cost of future capital expenditures, including, without limitation, painting, resurfacing, seal coating and stripping the parking area, and replacement of equipment and other common area property; and (i) a reasonable sum for the administration of the operation of the Park. Such common expense reserve will be paid monthly as indicated, unless Landlord elects to bill Tenant every other month or on a quarterly basis.

v. Tenant's pro-rata share of Expenses shall be paid by Tenant monthly with the Rent. Expenses for each year shall be based on Landlord's estimated budget and shall be subject to an annual (or more frequently if desired by Landlord) reconciliation by Landlord. Upon the conclusion of any reconciliation, if it is determined that Tenant has underpaid Landlord, then Landlord shall provide to Tenant a reconciliation statement, together with an invoice for the amount owed. Tenant shall remit the amount owed by no later than ten (10) days after receiving such invoice from Landlord. Landlord and Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease. If it is determined that Tenant overpaid Landlord, then the amount of such overpayment shall be credited against the next month's Rent due or refunded to Tenant in the event this Lease is expired or terminated any reason besides Tenant's default.

vi. To the extent Tenant is not otherwise in default under the terms and conditions of this Lease, within one hundred twenty (120) days after the end of a calendar year,

Tenant shall have the right to review Landlord's Expense records for the most recent complete calendar year, at Landlord's offices so long as Tenant provides at least ten (10) days prior written notice.

6. USE. Tenant will use and occupy the Premises for the following business purpose, and for no other purpose except with the prior written consent of Landlord: **office, workshop and storage** ("Permitted Use"). Tenant, in the use and occupancy of the Premises, shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of any governmental agency with authority in respect of the Premises or Tenant's use thereof. Tenant shall not do or permit any act which will conflict with provisions of any insurance policies covering said Premises or improvements, and shall comply with Landlord's rules and regulations for the Park, as adopted and amended from time to time. Tenant will not use or permit to be used any part of the Premises for any immoral, dangerous, noxious or offensive purposes and will not cause or maintain any nuisance in or about the premises. No smoking shall be permitted on the Premises. No overnight parking of vehicles and no parking of trailers is allowed on the site.

7. UTILITIES AND TRASH REMOVAL. Beginning on the Commencement Date, Tenant shall pay for all utilities services during the Lease Term and connection charges and deposits for activating existing utility connections to the Premises. Tenant shall pay Tenant's proportionate share of the cost for trash and recycling dumpsters to be located at the Park for the shared use of the tenants. Trash and recycling dumpsters shall be for permitted waste only. For purposes of this section, "permitted waste" means only ordinary commercial waste and recyclables generated from Tenant's lawful use and occupancy of the Premises, to the extent such materials are accepted for collection in the waste hauler's then-current rules, Landlord's written rules and regulations and/or all applicable laws, ordinances and regulations. Landlord may deny trash removal service to any tenant that abuses the use of the dumpsters and/or disposes of any unpermitted materials. For purposes of this section, "unpermitted materials" means any material that is not permitted waste, including, hazardous substances; medical waste; radioactive materials; asbestos-containing materials; petroleum, oils, fuels, and lubricants, chemicals, solvents, paints, stains, adhesives, pesticides, batteries, tires, fluorescent lamps/ballasts, e-waste, and pressurized cylinders; construction, demolition, or renovation debris (including drywall, concrete, tile, carpet, fixtures, and scrap metal) except to the extent Landlord expressly authorizes in writing for a specific, identified project and the applicable hauler accepts such materials; liquids of any kind; any material requiring special handling, manifests, permits, or reporting; and any other material that a governmental authority or the applicable hauler prohibits from disposal in the Dumpsters. Landlord has the right to fine and invoice any tenant who disposes of unpermitted materials in the dumpsters or anywhere in the Park. Any utilities or services that are not separately metered shall be due and payable to Landlord within ten (10) days after written notice. Landlord shall not be responsible for any loss or interruption of any utility service being furnished to the Premises by Landlord.

8. ASSIGNMENT, ALTERATIONS. Tenant may not assign the lease or sublease all or any part of the Premises, nor make any alterations or additions thereto, except as otherwise described in Exhibit "C" without first obtaining the Landlord's written approval and consent, which may be withheld in Landlord's sole and absolute discretion.

9. LANDLORD'S ACCESS. Landlord or Landlord's Agent may enter the Premises for the protection or preservation of the Premises, for repair, or to improve or supply agreed services, or to exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, or contractors upon 24 hours advance notice to Tenant. In the event of an emergency, no notice or consent shall be required.

10. MAINTENANCE. Landlord agrees to contract for repairs to the exterior of the Building, including but not limited to repairs to the roof, exterior shell, parking lot, landscaping, streets, curbs, sidewalks and alleys. Tenant agrees to make and pay for all ordinary repairs, maintenance and replacement if needed to the Premises, including heating and air conditioning equipment, plumbing, light fixtures, electric control panels and all interior plumbing and electrical lines connecting thereto, which are necessary to keep the same in good state of repair. Such repairs, maintenance and replacements by Tenant shall be deemed to include the cost of and the replacement of all parts, filters and/or refrigerants, when needed. Tenant shall arrange for the quarterly maintenance of all heating and air conditioning equipment with a recognized heating and air conditioning contractor. Said maintenance and service contract is subject to the review and approval of Landlord. Tenant shall be responsible for all plate glass and doors of the Premises.

11. HAZARDOUS MATERIALS. Tenant shall not in the Premises or any part of the Building generate, store, handle, release, discharge, or otherwise deal with any material classified as a "hazardous material" for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), or the Resource Conservation and Recovery Act of 1976, as amended ("RCRA"), or any similar or related federal, state or local statutes, rules, regulations or ordinances. To the extent allowed by applicable law as amended from time to time, and without waiving the provisions of Section 768.28, Florida Statutes, Tenant shall indemnify, protect, defend, and hold Landlord harmless from and against any and all claims arising out of, in connection with, or directly or indirectly arising out of the use, generation, manufacture, production, storage, treatment, release, disposal or transportation of hazardous material by Tenant, or any successor, assignee or sublessee of Tenant, or their respective agents, contractors, employees, or licensees, on, under, about or from the Premises or the Building, including, but not limited to, all foreseeable and unforeseeable costs, expenses, and liabilities related to any testing, repair, cleanup, removal costs, detoxification or decontamination and the preparation and implementation of any closure, remedial action, site assessment costs or other required plans in connection therewith deemed required, necessary or advisable by Landlord or any governmental authority, and any foreseeable or unforeseeable consequential damages. Any defense of Landlord pursuant to the foregoing indemnity shall be by counsel reasonably acceptable to Landlord. Neither the consent by Landlord to the use, generation, storage, release, disposal or transportation of hazardous material, nor Tenant's strict compliance with all hazardous material legal requirements, shall excuse Tenant from Tenant's indemnification obligations hereunder. The foregoing indemnity shall be in addition to and not a limitation of the other indemnification provisions of this Lease. Tenant's obligations hereunder shall survive the termination of this Lease. Tenant shall notify Landlord in writing, immediately after any of the following: (i) Tenant has knowledge, or has reasonable cause to believe, that any hazardous material has been released, discharged or located on, under or about the Premises or the Building, whether or not the same is in quantities that would otherwise be

reportable to a public agency; (ii) Tenant receives any warning, notice of inspection, notice of violation or alleged violation, or Tenant receives notice or knowledge of any proceeding, investigation, order or enforcement action, under any legal requirements concerning the Premises or the Building; or (iii) Tenant becomes aware of any claim made or threatened by any third party concerning the Premises or the Building respecting hazardous material.

12. RISK OF LOSS. Tenant shall be responsible for any loss, damage, or injury caused by its intentional or negligent acts or omissions.

13. PERSONAL PROPERTY, INSURANCE. All personal property placed or moved in the Premises shall be at the risk of Tenant and/or the owner thereof. Under no circumstances shall Landlord be liable for any damage to such personal property, or to the Tenant arising from any co-tenant or occupant of the building or of any other person. Tenant shall carry insurance covering Tenant's personal property. In addition, Tenant shall maintain liability insurance as provided in Section 20, below.

14. DESTRUCTION. If the Premises are damaged or destroyed in part by fire or other casualty insured by Landlord, Landlord will repair and restore the same to good tenantable condition with reasonable dispatch. The Rent herein provided shall abate entirely in case the entire Premises are untenable, and shall be prorated for any portion rendered untenable in case a part only is untenable, until the same shall be restored to a tenantable condition; provided, however, that if Tenant, its agents, employees or guests or invitees shall fail to adjust its own insurance or to remove its damaged goods, wares, equipment or restoration is delayed, there shall be no abatement of Rent during the period of such resulting delay; and provided further that there shall be no abatement of Rent if such fire or other causes damaging or destroying the Premises shall result from an intentional or negligent act or omission of Tenant, its Tenant's agents, employees or guests or invitees; and provided further that if Tenant shall use any part of the Premises for storage or other useful purpose during the period of repair, a reasonable charge shall be made there from against Tenant. In the event the Premises shall be destroyed to the extent of more than thirty percent (30%) of the value thereof, as determined by Landlord, Landlord may in its option terminate this Lease forthwith by written notice to Tenant. In the event Landlord elects to rebuild or repair, this Lease shall not terminate, but Rent shall be abated equitably while the Premises are untenable. In case Landlord elects to rebuild or repair as herein provided, the obligation of the Landlord hereunder shall be limited to the Landlord's Work and only to the amount of any insurance proceeds actually received by it.

15. EMINENT DOMAIN. In the event that the Park or any part thereof shall at any time after the execution of this lease be taken for public or quasi-public use or condemned under eminent domain, Tenant shall not be entitled to claim, or have paid to the Tenant any compensation for damages whatsoever for or on account of any loss, injury, damage or taking of any right, interest, or estate of the Tenant in or to said property, in which event Tenant, upon request of Landlord so to do, will execute any and all releases or other documents as shall be required by such public or quasi-public authority. However, nothing herein contained shall be construed to prevent the Tenant from asserting against the condemnor any separate and independent claims for damages occurring by reason of said condemnation including, but not limited to, personal property, business, goodwill, cost of removing equipment, moving expenses,

or loss of future profits. In the case of any such taking or condemnation referred to in this Section, then if and when there is an actual taking of physical possession of the Premises or of any part thereof in excess of thirty percent (30%) of the total floor areas thereof, then either the Landlord or the Tenant may cancel and terminate this lease as to the whole of the Premises by giving notice to the other party within ten (10) days after such an actual taking of physical possession. No such taking of all or any part of the common areas shall give rise to any right of termination or Rent abatement for such taking. If this Lease is not terminated as above provided for following any of said actual takings, then the Landlord shall repair the Building at its own expense; provided, however, that Landlord's obligation to repair shall be limited to the amount of award actually received by it for such taking. In the event of a partial taking of the Premises, a proportionate allowance shall be made in the Rent based on the proportion of the Premises remaining as compared to the original Premises.

16. DEFAULTS, REMEDIES. Tenant shall be in default under this Lease if: a. Tenant shall fail to timely pay any installment of Rent, Expenses or any other amount required under this Lease and shall not cure such failure within ten (10) days after written notice thereof to Tenant; (b) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than payment of Rent or Expenses demanded by Landlord and shall not cure such failure within ten (10) days after written notice thereof to Tenant; (c) Tenant shall desert or vacate any portion of the demised Premises or fail to continuously operate its business in the demised Premises and shall not cure such failure within ten (10) days after written notice thereof is delivered to Tenant; (d) Tenant shall do or permit to be done anything which created a lien on the demised Premises and shall not remove the lien within ten (10) days after written notice thereof is delivered to Tenant; (e) Tenant shall not perform any of its other obligations hereunder or breach any of its agreements herein made and shall not cure such failure within ten (10) days after written notice thereof is delivered to Tenant; or (f) the business operated by Tenant shall be closed for failure to pay any state sales tax as required or for any other reason and shall not cure such failure within ten (10) days after written notice thereof is delivered to Tenant. In the event of any default by the Tenant under this Lease or if the Tenant shall abandon or vacate said premises before the end of the Lease Term, the Landlord may, at his option and without limiting any other right or remedy allowed by law: (i) Treat the Lease as terminated and resume possession of the Premises, thereafter using the same exclusively as his own for his own purposes, in which case Tenant shall remain liable for and shall pay to Landlord all other damages and costs provided for herein including Rent and Expenses accruing prior to termination of the Lease; (ii) Stand by and do nothing, and sue the Tenant for the balance of the Rent and Expenses due for the remainder of the Lease Term together with all other damages and charges provided for herein, in which case all remaining Rent and Expenses for the balance of the Lease Term shall become immediately due and payable or (iii) exercise any other right or remedy granted under the laws of the State of Florida.

17. BANKRUPTCY. Neither this Lease, nor any interest therein, nor any estate thereby created shall pass to any trustees or receiver or assignee for the benefit of creditors or otherwise by operation of law. If the estate created hereby shall be taken or attempted to be taken in execution or by other process of law, or if Tenant shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy act, or if a receiver or trustee of the property of Tenant shall be appointed by reason of Tenant's insolvency or inability

to pay its debts, or if any assignment shall be made or attempted to be made by Tenant's property for the benefit of creditors, then and in any such event, Tenant will be deemed in default under this Lease. The allowance of any petition under the bankruptcy law, or the appointment of a trustee or receiver of Tenant or its assets shall be conclusive evidence that Tenant caused, or gave cause therefore, in violation of this Lease, unless such allowance of the petition, or the appointment of a trustee or receiver, is vacated within thirty (30) days after such allowance or appointment. Any act described in this section shall be deemed a material breach of Tenant's obligation hereunder, and at any time when such a breach exists, Landlord may, at its option, and in addition to and independent of, any remedy available to Landlord, terminate this Lease and all rights of Tenant hereunder by giving to Tenant notice in writing of the election of Landlord so to terminate, and re-enter and repossess the Premises with or without prior notice.

18. SUBORDINATION; ESTOPPEL CERTIFICATE. The Lease is subordinate to the lien of any mortgage encumbering the fee title to the Park from time to time. Notwithstanding the foregoing, within ten (10) days after a request by Landlord, Tenant agrees to execute and deliver to Landlord or any current or proposed institutional lender of Landlord or any proposed assignee of Landlord, a subordination, non-disturbance and attornment agreement in form and content acceptable to such current or proposed mortgagee. In addition, within no more than ten (10) days after receipt of written request by Landlord, Tenant shall furnish to Landlord an estoppel certificate, duly acknowledged, certifying the business terms of this Lease, and whether or not any default exists hereunder.

19. INDEMNIFICATION. To the extent allowed by applicable law as amended from time to time, and without waiving the provisions of Section 768.28, Florida Statutes, Tenant agrees to indemnify and hold harmless Landlord from and against all claims, losses, expenses, liens, and liabilities (including attorney's fees and court costs) arising from any act, omission or negligence of any person or persons in connection with Lessee's use or occupancy of the Premises, the Building and the Park or arising from any acts, injury or damage to personal property during the Lease Term, except where such injury or damage is due to the Landlord's or Landlord's Agent's intentional or negligent acts or omissions. Nothing in this Lease and attached exhibits shall be deemed a waiver of sovereign immunity or the monetary limits of liability of the Tenant, including its boards, officers, agents and employees, beyond any statutory limited waiver of impunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or any other statute, and nothing in this Lease or any of its exhibits shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred or otherwise limited under the Doctrine of Sovereign Immunity or by operation of law. The District shall not be deemed to have waived any defense of sovereign immunity or to have increased the limits of liability as a result of obtaining insurance coverage for tortious acts in excess of the \$200,000 or \$300,000, waiver provided in Section 768.28(5), Florida Statutes.

20. INSURANCE.

i. **Tenant's Insurance.** During the term of the Lease and any extensions thereof, Tenant shall obtain and maintain insurances as described herein insuring Landlord and Tenant against any liability arising out of Tenant's use, occupancy and maintenance of the

Premises (including signage thereon), common areas, or other portions of the Landlord's Tract. 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.

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. Upon request, Tenant shall provide Landlord with full and complete set of insurance policies.

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:

\$1,000,000 per occurrence

\$2,000,000 aggregate

\$ 300,000 property damage liability

\$ 10,000 medical payments

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 Leased Premises.

Tenant shall obtain and maintain a **commercial umbrella policy** with limits not less than \$1,000,000 per occurrence and in the aggregate and shall name Landlord as an Additional Insured.

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.

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**.

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.

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.

Tenant shall not stock, use or sell any article or do anything in or about the Landlord's Property, the Leased 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 to the extent allowed by applicable law as amended from time to time, and without waiving the provisions of Section 768.28, Florida Statutes, indemnify and hold Landlord harmless and shall, on demand, pay Landlord the increased cost of such insurance as additional rent.

During any period of construction. Prior to commencing on any repairs, renovations, or restorations on or about the Leased 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 Leased Premises to obtain and maintain General Liability, Commercial Auto Liability, and statutory Workers Compensation bearing the same limits as Tenant is required to carry, as outlined above.

The above 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.

Landlord reserves the right to modify the insurance provisions— our intent is to give Landlord the right to ask for additional coverages, higher limits or special endorsements if the Tenant operations change, or their loss experience/history warrants additional limits, etc.

ii. Landlord's Insurance. Landlord may carry fire and extended coverage insurance, including windstorm, flood, earthquake on the Building and Premises which shall be billed to Tenant as additional rent or as a component of the Expenses.

Landlord shall obtain and maintain, at a minimum, commercial general liability covering the common areas of the Park with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Landlord shall obtain and maintain, at a minimum, a commercial umbrella policy with limits no less than \$5,000,000.

All Landlord's insurers are subject to the same requirements as Tenant's insurers.

21. **LIENS.** Tenant shall not have the right or authority to encumber the Premises or to permit any person to claim or assert any lien for the improvement or repair of the Premises made by the Tenant.

22. **SIGNS.** Tenant covenants and agrees that it will not permit or cause placed on the outside of the Premises or the Building, signs, notices or other media of advertising, except only for those installed by Landlord or as approved in writing in advance by Landlord. Tenant further covenants and agrees that any signs erected or maintained by Tenant shall comply with the applicable laws and ordinances of the county, state and municipality in which the Building is located, and Tenant, at its expense, shall obtain any permits required therefor.

23. **SURRENDER.** On the last day of the Lease Term, or on the sooner termination thereof, Tenant shall peaceably surrender the Premises in good condition and repair. On or before the last day of the Lease Term or the sooner termination thereof, Tenant shall at its expense remove all of its office furnishings, equipment, supplies and other personal property, and any other property not removed shall be deemed abandoned. All improvements, alterations, additions, and fixtures other than Tenant's personal property as aforesaid, which have been made or installed by either Landlord or Tenant upon the Premises shall remain as Landlord's property and shall be surrendered. If the Premises are not surrendered at the end of the term or the sooner termination thereof, Tenant shall to the extent allowed by applicable law as amended from time to time, and without waiving the provisions of Section 768.28, Florida Statutes, indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Premises, including, but without limitation to, any claims made by any succeeding tenant founded on such delay. Tenant shall promptly upon surrender deliver all keys for the Premises to Landlord.

24. **HOLDING OVER.** If Tenant shall remain in possession of all or any part of the Premises after the expiration of the Lease Term, then Tenant shall be deemed a Tenant of the Premises from month to month, subject to all terms and conditions of the within Lease which are not inconsistent with such month to month tenancy, but the monthly rental amount due under the month to month tenancy shall be double the amount of the Rent paid under this Lease during the last month of this tenancy. Nothing herein shall excuse any unauthorized holding over or waive any liability therefore.

25. **ATTORNEY'S FEES/ VENUE.** In any lawsuit brought to enforce the Lease or under applicable law, the prevailing party may recover reasonable court costs and attorney's fees. This provision shall survive the expiration or earlier termination of this Lease. Should a lawsuit be filed, the parties agree that venue shall be exclusively in Collier County, Florida, and no other.

26. **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 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 health department.

27. **RULES AND REGULATIONS.** Tenant grants to Landlord the right to make rules and regulations and such changes therein from time to time as in Landlord's judgment may be necessary for the best interest, safety, care and cleanliness of the Premises and for the preservation of good order therein. Landlord shall provide a copy of any and all such rules and regulations to the Tenant. Tenant agrees to comply with and abide by all rules and regulations,

including amendments thereof.

28. **PARKING LOT.** Landlord shall maintain the driveway and parking areas located on the Park. Tenant, and its patrons and guests shall have the use of the driveway and parking areas, but Landlord reserves the right to relocate the parking areas and to impose reasonable regulations for the common benefit of all persons occupying the units located in the Building. Tenant agrees to comply with any such reasonable regulation of parking areas which the Landlord may impose.

29. **MISCELLANEOUS.** (a) Time is of the essence for Tenant's obligations under this Lease. (b) The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. (c) Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders. (d) The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally. (e) No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord or its agent. (f) All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of the State of Florida. (g) A facsimile copy of the Lease, electric signatures, and any signatures hereon shall be considered for all purposes originals. (h) Notices or demands 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 (including courier and/or FEDEX) or deposited in the United States Mail, Certified Mail, return receipt requested, postage prepaid, addressed to the parties at the addresses provided on page 1 of this Lease.

30. **WAIVER OF RIGHT TO JURY TRIAL.** The parties (to the fullest extent permitted by law waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters arising out of this Lease or the relationship of Landlord and Tenant.

31. **BROKERS.** Landlord and Tenant represent and warrant to each other that neither has used any real estate broker in this transaction, and each hereby agrees to the extent allowed by applicable law as amended from time to time, and without waiving any applicable provisions of Section 768.28, Florida Statutes, indemnify the other and hold the other harmless from and against all liabilities arising from a breach by the indemnifying party of the foregoing representation and warranty.

32. **RENEWAL TERMS.** Provided Tenant is in full compliance with the terms, covenants and conditions of this Lease and Landlord has not otherwise terminated this Lease, Tenant shall have the option to renew this Lease for an additional five (5) terms of one (1) year each upon written notice to Landlord at least ninety (90) days prior to the termination of the initial term of this Lease (or the then renewal term, as applicable). To the extent Tenant exercises either option to renew, during the renewal term, Rent shall increase by 3% on each anniversary of the Rent Commencement Date each year during the renewal term.

33. PUBLIC RECORDS. Landlord understands and agrees that all documents of any kind provided to the Tenant in connection with this Lease are public records and are to be treated as such in accordance with Florida law.

WHEREFORE, the parties have executed and delivered this Lease this ____ day of _____, 2026.

LANDLORD:

Ave Maria South Park Industrial , LLC,
a Florida limited liability company

By: Ave Maria Development, LLLP,
a Florida limited liability limited partnership, its Manager

By: Baron Collier Corporation, a Florida corporation,
Its General Partner

By: _____
Name: _____
Title: _____

TENANT:

Ave Maria Stewardship Community District,
a local unit of special purpose government,
Established pursuant to Chapter 2004-461,
Laws of Florida

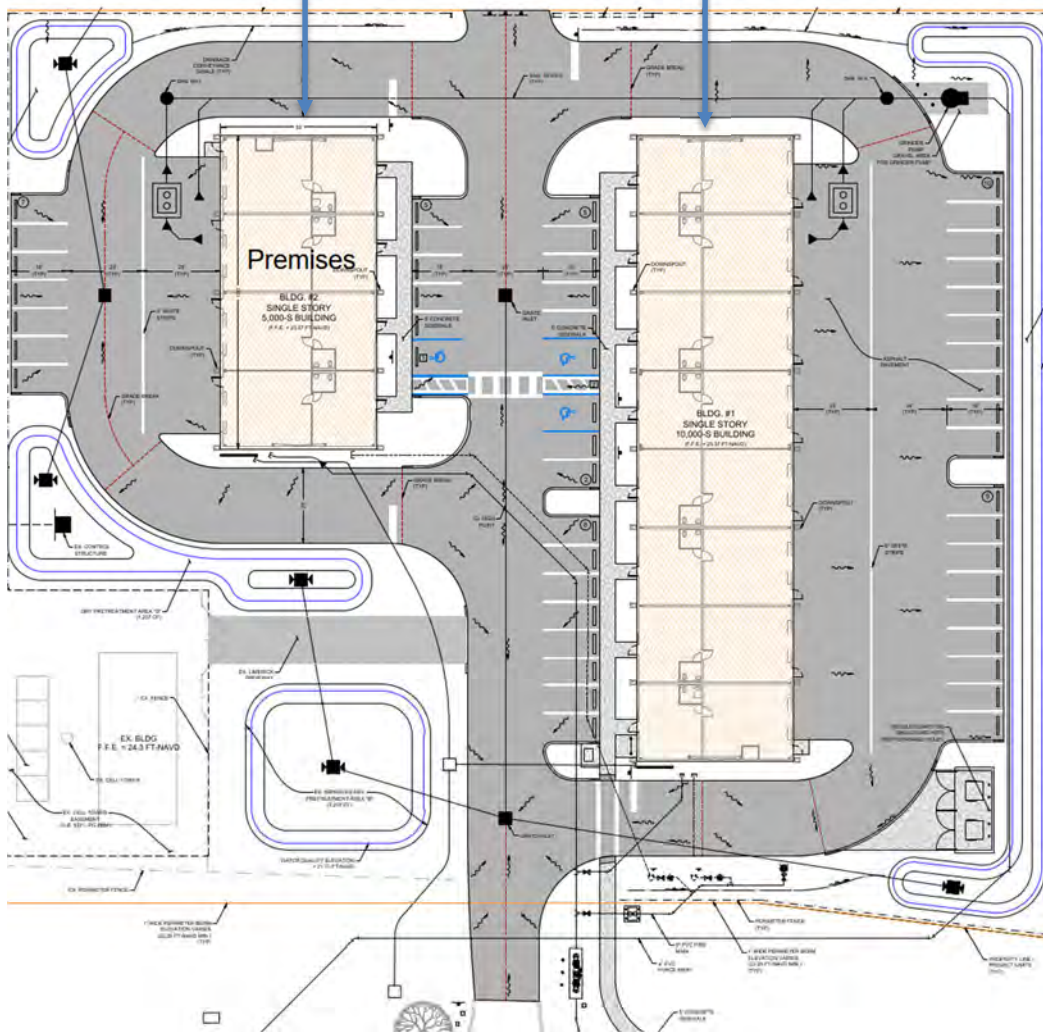
By: _____

Print Name: _____

Title: _____

Property

Adjacent Building



Premises



Exhibit “B”

Reserved

EXHIBIT "C"

[VANILLA SHELL]

DESCRIPTION OF TENANT'S WORK AND WORK TO BE PERFORMED BY LANDLORD IN THE PREMISES

PREFACE

Landlord agrees to construct a Building substantially to the stage as indicated on Exhibit "A", in accordance with the construction drawings and specifications and such further working drawings and specifications and changes as may from time to time be reasonably necessary.

This Exhibit "C" describes the obligations of the Landlord and the Tenant for the design and construction of the Premises. Each term used in this Exhibit, which is defined in the main body of the Lease, shall have the same meaning when used herein.

The work described in Sections "A" and "B" will be performed by Landlord at Landlord's expense. The work described in Section "D" will be performed by the Landlord at Tenant's expense.

The work described in Section "C" will be performed by Tenant at Tenant's expense and shall be completed in accordance with Tenant's working drawings as approved by Landlord.

Except as otherwise indicated, where Landlord's work is concerned, said type, class, quality, manufacturer, and installment methods of procedure shall be considered "Building Standards". Said Building Standards are determined solely in the discretion of the Landlord and may change from time to time. The Building Standards shall at all times meet at least the minimum standards of the applicable building code(s) then in effect. It is the responsibility of the Tenant to notify the Landlord in the event that the Building Standards will not coordinate with the Tenant's work, and Tenant shall pay for any difference in cost of upgrading the applicable Building Standard.

SECTION "A" - WORK BY LANDLORD

1. The structure, including columns, girders, beams, joists, and roof deck.
2. A complete roof system above Premises.
3. Metal sheeting insulated exterior walls.

SECTION "B" - WORK BY LANDLORD IN PREMISES

1. Demising Partitions:

Partition walls between rental spaces will be of one hour fire rated construction using metal studs with 5/8" drywall on both sides, extending to the underside of the roof deck. The walls will be taped, sanded and ready for paint.

2. Storefront:

Standard storefront to be determined by Landlord.

3. Floor Slabs:

Concrete floor slabs, smooth troweled finish.

4. Egress Door:

Rear egress will be provided by a single door / frame with a 14' high roll-up garage door to Building Standards at rear wall of the Premises to Landlord's specifications, only if required by the applicable building code.

5. Electrical Service:

Landlord shall provide electrical service per approved electrical, code compliant plans, as shown on Landlord's plans. One 200 amp panel will be provided.

6. 1 Washroom:

Toilet room, with toilet and wash basin completely installed and connected to the necessary plumbing and ventilation, together with the partitions and door enclosing the same, according to code.

7. Ceiling: Office and Bathroom Only

White, acoustical tile (2' x 4') with white, metal grid. Light fixtures to be provided as shown on Landlord's plans for the Building.

8. Heating and Air Conditioning:

The H.V.A.C. system, including duct work and diffusers in the Landlord's Building Standard layout, will be provided for the Office space as shown on Landlord's plans for the Building.

9. Fire Sprinklers:

A sprinkler system will be installed as per Landlord's plan.

10. Telephone:

Empty conduit to Landlord's designated point in the Premises from Landlord's equipment room will be installed by Landlord.

11. Water:

The Tenant will have to pay a deposit, together with fees for (a) water meter, (b) meter connection.

Landlord shall provide a domestic water line from the master meter to the tenant's sub-meter (standard size – ¾"). From the sub-meter, Landlord shall extend a water line to the water closet to serve the sink and toilet. If required by building code, Landlord shall also install a water line to accommodate a drinking fountain.

12. Sign Conduit:

An empty conduit will be installed by Landlord from a point within the Tenant's Premises above the ceiling at the Landlord's storefront bulkhead to a point on the canopy designated for the installation of Tenant's sign.

SECTION "C" - WORK BY TENANT IN PREMISES

All work by Tenant in the Premises shall be performed by contractors approved in advance by Landlord. As one of the conditions for approval, Landlord may require the contractor to procure a payment and performance bond for the benefit of the Tenant and Landlord. Tenant's work will be performed at Tenant's expense and includes, but is not limited to, the following:

1. Utilities by Tenant:

Tenant shall directly arrange for the procurement at the Tenant's expense of:

- (a) All building, plumbing, occupancy and other required permits, and furnish copies to the Landlord, and
- (b) Telephone service through empty conduit from Landlord's equipment room to the Premises

2. Temporary Utility Services:

Tenant shall provide any temporary utility service at Tenant's expense.

3. Interior Finishes:

All interior finishes including, without limitation, painting, and wall papering.

4. Furniture, Fixtures and Signs:

All furnishings, trade fixtures, signs and related parts, including, without limitation, installation of same. Location, size and design of all signs subject to prior written approval of Landlord.

5. Signs:

The Tenant is responsible for the supply and installation of all signage at the Tenant's expense. The Tenant will be responsible for preparing and submitting sign plans and specifications in accordance with this Section "C" to the Landlord for review and approval.

6. Other Work:

All other work not included in Landlord's Work.

7. Discipline:

Tenant shall enforce strict discipline and good order among the employees of Tenant's contractors and subcontractors.

8. Tenant's Contract:

Prior to execution of any construction contract, Tenant shall submit same to Landlord for Landlord's review and approval. Landlord's review and, approval shall be limited to assure Tenant's compliance with its obligations under this Exhibit "C", and shall not be deemed to be approval by Landlord for any other purpose. Landlord's review and approval shall not be unreasonably withheld so long as Tenant uses licensed and insured contractors.

9. Cleaning of Premises:

Tenant shall maintain the Premises in a clean and orderly condition during construction, use and operation. Tenant shall promptly remove all unused construction materials, equipment, shipping containers, packaging, debris, and flammable waste from the Premises. Tenant shall contain all construction materials,

equipment, fixtures, merchandise, shipping containers and debris within the Premises. The exterior common areas of the Premises shall be clear of Tenant's equipment, merchandise, fixtures, refuse and debris at all times.

10. Violations:

In the event the Tenant is notified of any violations of codes, ordinance, regulations, requirements or guidelines, either by the jurisdictional authorities or by the Landlord, Tenant shall, at its expense, correct such violations within ten (10) calendar days after such notification.

11. Trash Removal:

Tenant is responsible for the removal of all trash and debris at or about Tenant's Premises. Trash storage within the Premises shall be confined to covered metal containers. No trash or debris shall be stored in the common area at any time.

**SECTION "D" - WORK BY LANDLORD IN PREMISES
AT TENANT'S EXPENSE**

1. Roof Openings:

Any roof opening required must be approved in writing by Landlord's architect. Such openings will include, without limitation, supporting structures, angles, curbs, flashings, ducts, vents and grilles. Landlord may refuse to approve any openings which, in Landlord's judgment, exceed the capability of the structural system. Landlord reserves the right to approve Tenant's contractor who will make any penetrations through the roofing system. If Tenant's intentional or negligent acts or omission result in damage to the roof, Landlord's roofing contractor will perform any repairs to the roof membrane at Tenant's expense.

SECTION "E" - GENERAL PROVISIONS

1. Landlord Approval:

Tenant shall submit to Landlord for review and approval all design drawings and construction contracts. Landlord shall be responsible for the review of each Tenant's design drawings and construction contracts. All questions pertaining to the design and construction of Tenant's Premises and all plan submittals shall be directed to the Landlord.

2. List of Tenant's Contractors:

Tenant shall furnish Landlord with a list of contractors Tenant intends to use to construct the Premises. Landlord shall reserve the right to approve or disapprove any and all of said contractors; provided, however, Landlord's approval shall not be unreasonably withheld.

3. Tenant's Work:

Tenant shall commence Tenant's work and diligently and continually proceed to complete the Premises in accordance with the approved final plans.

4. Permits:

Tenant shall obtain all necessary permits from the jurisdictional authority and forward a copy of all the permits to the Landlord prior to Tenant's commencement of work in the Premises.

5. Certificate of Occupancy:

Tenant shall secure an occupancy permit from the jurisdictional authorities in sufficient time to allow Tenant to open the Premises in accordance with the opening requirements of this Lease, if any. Tenant shall deliver a copy of the occupancy permit to the Landlord prior to Tenant's opening the Premises for business.

6. Landlord's Work:

The Landlord's Work is limited to that required of Landlord by this Exhibit "C", and Tenant shall be required to make all improvements to the Premises in accordance with Tenant's final plans, as approved by Landlord.

7. Insurance:

Tenant's contractor shall carry such type of insurance and in such amounts as shall be designated by Landlord, and all policies shall name Landlord as an additional insured.

Tenant shall deliver a Certificate of Insurance from Tenant's contractor to Landlord prior to the commencement of any work. Tenant shall provide Landlord with copies of Certificates of Insurance and Competency from subcontractor.

8. Approvals:

No approval by Landlord shall be deemed valid unless the same shall be in writing signed by Landlord.

9. Subsequent Repairs and Alterations:

Landlord reserves the right to require changes in Tenant's Work when necessary by reason of code requirements or by reasonable request of Landlord.

10. General Provisions:

All work done by Tenant shall be governed in all respects by, and be subject to, the following:

1. Tenant agrees not to commence any work until Tenant has secured Landlord's written approval of all contractors and all plans and specifications to be used. Landlord shall have the right to require Tenant to furnish a bond or other security, in form and substance satisfactory to Landlord, for the prompt and faithful performance and payment by Tenant of all of Tenant's work.
2. Landlord shall have the right, but shall not be obligated, to perform by its own contractor or subcontractor, on behalf of and for the account of Tenant, any of Tenant's work which Landlord determines should be so performed. Generally, such work shall be work which affects any structural components of, or the general utility systems for, the building in which the Premises are located. If Landlord so determines, it shall so notify Tenant prior to the commencement of such work. Tenant shall promptly, on demand, reimburse Landlord for all costs of planning and performing such work when and as incurred by Landlord.
3. Compliance With Laws. All Tenant's work shall conform to applicable statutes, ordinances, regulations and codes. Tenant shall obtain and convey to Landlord all approvals with respect to electrical, gas, water, heating and cooling and telephone work, all as may be required by the utility company supplying the service.

To: Board of Supervisors
From: Allyson Holland, P.E., District Manager
Date: September 30, 2026
Board Meeting Date: October 6, 2026

SUBJECT

Consider Approval of Seventh Amendment to Agreement with Davey Tree Expert Company for Landscape and Irrigation Maintenance Services.

STAFF RECOMMENDATION

Staff recommends Approval of the Seventh Amendment to the Agreement with Davey Tree Expert Company for Landscape and Irrigation Maintenance Services in Accordance with Contract Terms and Conditions.

GENERAL INFORMATION

Davey Tree Expert Company (Davey) has been providing landscape and irrigation services for the District since October 2023 in accordance with contract terms and conditions. On September 22, 2026, Davey approached District staff with a letter regarding implementation of a 3.0% petroleum cost adjustment driven by a recent surge in oil and fuel prices due to escalating conflict in the Middle East. Davey previously absorbed rising fuel and material costs but advised it can no longer sustain the full impact of the past month's extraordinary increases. Davey explained that this is not a permanent rate increase; they will review the fee monthly and remove it once the US Energy Information Administration (EIA) national average for diesel fuel drops back to \$3.76 per gallon.

The current agreement with Davey does not contemplate this increase. Consequently, District Legal Counsel incorporated the temporary cost adjustment into the agreement as the seventh amendment to the agreement. Ultimately, the decision is at the discretion of the Board. Should the Board approve the amendment, Davey has acknowledged that they will include the cost adjustment on invoices moving forward and will not go back and retroactively alter previously approved invoices.

PROCUREMENT REVIEW

In accordance with Florida Law and District Rules of Procedure.

DISTRICT ENGINEER REVIEW

Not applicable

DISTRICT LEGAL COUNSEL REVIEW

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

FUNDING REVIEW

Staff anticipates sufficient funding in the FY 2026-2027 Operations & Maintenance Budget.

Attachments

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

This Seventh Amendment (the “Seventh Amendment”) is made and entered into as of this 6th day of October 2026, by and between:

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

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

RECITALS

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

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

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

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

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

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

SECTION 2. Pursuant to Section 20 of the Agreement, the Agreement is hereby amended to provide for the addition of a 3% (three percent) fuel cost adjustment as described in more detail in the attached **Exhibit A**. The addition of the fuel cost adjustment will be effective beginning October 6, 2026 and shall remain in place until such time as the national average price for diesel fuel prices falls to Three Dollars and Seventy-Six Cents (\$3.76) per gallon based on data published by the U.S. Entergy Information Administration (EIA) at which time the fuel cost adjustment shall automatically terminate.

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

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

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

ATTEST:

**AVE MARIA STEWARDSHIP COMMUNITY
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

THE DAVEY TREE EXPERT COMPANY

By: _____

By: _____

Its: _____

Exhibit A: Fuel Cost Adjustment

Exhibit A

Fuel Cost Adjustment



Dear Allyson,

As you know, many of the products, materials, and resources required to provide landscape services are directly or indirectly dependent on petroleum. This includes the fuel used to transport our crews and operate our equipment, as well as fertilizers, pesticides, plastic irrigation pipe and components, and the transportation and freight associated with these products.

To date, we have made every effort to absorb the increases in fuel and petroleum-related material and supply costs. However, the significant increase in these costs over the past month has been extraordinary, and we are no longer able to absorb the full impact without making an adjustment.

Effective September 18, 2026, a 3.0% Petroleum Cost Adjustment will be applied to all future invoices. This adjustment will be reviewed monthly and will be removed once the national average price for diesel fuel returns to \$3.76 per gallon, the level prior to the recent escalation of conflict in the Middle East. The national average price will be based on data published by the U.S. Energy Information Administration (EIA).

We are continuing to take proactive steps to mitigate the impact of rising costs, including improving crew routing, adjusting work hours where appropriate, and utilizing more fuel-efficient equipment and practices.

We understand that any price adjustment is significant, and we appreciate your understanding and partnership as we navigate these extraordinary cost increases. Our goal is to continue providing the level of quality, service, and responsiveness you have come to expect from Davey.

If you have any questions regarding this adjustment, please feel free to contact your local Davey Commercial Landscape Services office.

Sincerely,


Paul Mollberg-Branch Manager

Davey Tree Co. CLS at Ave Maria

To: Board of Supervisors

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

Date: September 29, 2026

Board Meeting Date: October 6, 2026

SUBJECT

Consider Personal Code of Conduct for the Board of Supervisors of the Ave Maria Stewardship Community District.

STAFF RECOMMENDATION

Staff recommends the Board of Supervisors approve the Code of Conduct for the Board of Supervisors of the Ave Maria Stewardship Community District.

GENERAL INFORMATION

In response to the Board's recent discussions, staff prepared a draft code of conduct to provide for higher standards of civility and decorum at District meetings. Staff discussed options and District Legal Counsel prepared a Personal Code of Conduct based on others in place at certain other special districts. The draft policy focuses most specifically on meeting behavior and is included with this memorandum for Board for review and potential adoption.

PROCUREMENT REVIEW

Not applicable.

DISTRICT ENGINEER REVIEW

Not applicable.

DISTRICT LEGAL COUNSEL REVIEW

District Legal Counsel has prepared the Code of Conduct for the Board's consideration, however there are enforcement limitations as noted therein.

FUNDING REVIEW

Not applicable.

Attachment

PERSONAL CODE OF CONDUCT FOR THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

PREAMBLE

The Ave Maria Stewardship Community District (the “**District**”) Board of Supervisors (the “**Board**” or the “**Supervisors**”), residents, contractors, vendors and staff are entitled to have fair, ethical and accountable special-purpose local government from the Board of the District. To this end, the District has prepared this Code of Conduct to encourage public confidence in the integrity of local government and its fair and effective operation in an atmosphere of respect and civility.

Elected (and appointed) members of the Board shall be provided this code of conduct at the time of commencing their term of office.

CODE

The basic tenets of the Code shall be:

1. Act in the Public Interest.

Recognizing that stewardship of the public interest should be a Supervisor’s principal concern, all members of the Board should work for the common good of the District. Note, Chapter 2004-461, Laws of Florida, (the “Act”) specifically states “longer involvement of the initial landowner with regard to the provision of basic systems, facilities, and services in the Rural Lands Stewardship Overlay, coupled with a severely limited and highly specialized single purpose of the District, is in the public interest.” Each Supervisor should endeavor to treat all persons, claims and transactions in a fair and equitable manner.

2. Comply with the Law.

All Supervisors and staff shall comply with the laws of the nation and the State of Florida in the performance of their public duties. These laws include, but are not limited to, the United States and Florida constitutions; the Act, Chapters 112, 119, and 286, Florida Statutes.

3. Conduct of Members (Supervisors and Staff).

All Supervisors should refrain from abusive conduct and verbal attacks upon the character or motives of other members of the Board or District staff. This request is not to discourage open and frank discussions conducted in a respectful manner. Supervisors should also refrain from abusive conduct and verbal attacks on the public, on District vendors, and other service providers of and for the District. This tenet applies to in-person contact, telephone conversations and to any electronic communication or other written communication between and/or about any of the parties mentioned above. Specific examples and points of conduct are:

Use of Decorum with Public.

Making the public feel welcome is an important part of the democratic process. Supervisors should use decorum in addressing fellow Supervisors and members of the public. No signs of disrespect should be evident on the part of individual Board members toward an individual participating in a public forum. Supervisors should make every effort to be fair and impartial in listening to public comments.

Supervisors Should be Welcoming to Speakers and Treat Them with Respect.

Speaking in front of the Board can be a difficult experience for some people. Some issues the Board undertakes may impact people's daily lives and homes. Some decisions are emotional. The way in which the Board treats people during public meetings can do a lot to make members of the public relax or it can push emotions to a higher level of intensity. Supervisors should attempt to treat all members of the public and public comments with respect.

Supervisors Should Actively Listen to Public Comments.

It is disconcerting to public speakers to speak before Board members that are not actively listening. It is acceptable to look down at documents or to make notes but reading for a long period of time or gazing around the room gives the appearance of disinterest. Supervisors should be aware of facial expressions, especially those that could be interpreted as disbelief, anger, or boredom. Supervisors should endeavor to actively engage in each meeting.

Supervisors Should Avoid Uncivil Debate and Argument with Members of the Public.

Supervisors should not belligerently challenge or belittle a member of the public who is providing public comment or otherwise. While public discourse is desirable, disagreements should be had civilly.

Supervisors Should Avoid Personal Attacks.

Supervisors acknowledge their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive and they should refrain from such actions. Supervisors should avoid making any personal, uncivil attacks on any member of the public, fellow Supervisors or District staff.

Supervisors Shall Endeavor to Allow District Staff to Perform Their Job Function.

Supervisors should attempt to avoid disrupting District staff from performing their job functions and further agree to attempt to avoid disrupting staff while they are in meetings, on the phone, or otherwise performing their job functions for a Supervisor(s) to have their individual needs met.

4. Respect for Process.

All Supervisors should perform their duties in accordance with the Rules of Procedure, District processes and policies approved or otherwise adopted by the Board.

5. Communication.

It should be the responsibility of members of the Board to publicly share substantive information that is relevant to a matter under consideration that they receive from sources outside of a public meeting. All communication between and among members of the Board shall always be in compliance with Florida's Government in the Sunshine Law, found in Chapter 286, Florida Statutes.

6. Advocacy.

To the best of their ability, Board members should represent the official policies and positions of the Board. When presenting personal opinions or positions potentially affecting the District, either verbally or in writing, members should endeavor to make clear that such personal opinions or positions are not necessarily those of the Board as a whole.

7. Positive Work Environment.

Board members should support the maintenance of a positive and constructive work and living environment for residents, businesses, and District staff. Members should refrain from purposefully soliciting public opinion with the intent of negatively impacting other Board members, District staff, District vendors, or other residents of the District.

8. Implementation.

Upon assuming office, all Supervisors shall receive the Code of Conduct of the District.

9. Compliance and Enforcement.

This Code of Conduct of the Board of the District is aspirational in nature and there are no legal mechanisms available for enforcement thereof. However, the Board, District residents, District staff, contractors, and members of the public stand to gain from a strict following of the tenets herein described.

PROCLAMATION

A PROCLAMATION OF THE BOARD OF SUPERVISORS OF AVE MARIA STEWARDSHIP COMMUNITY DISTRICT EXPRESSING RECOGNITION AND APPRECIATION FOR VERY REVEREND DAVID M. VIDAL, Ph.D, FOR SEVERABILITY AND EFFECTIVE DATE.

- WHEREAS,** Father Vidal, born and raised in Buenos Aires, Argentina, was ordained a priest on August 9, 2001; and
- WHEREAS,** Father Vidal arrived at Ave Maria Parish in August 2017, and left briefly to serve as the administrator of Our Lady Queen of Heaven Parish in LaBelle in May 2018; and
- WHEREAS,** Father Vidal returned to Ave Maria Parish in February 2021 and was formally installed as Pastor in October 2021, where he worked tirelessly as a faithful servant of God's people in Ave Maria; and
- WHEREAS,** During his tenure, Father Vidal expanded the congregation and established the Spanish ministry; and
- WHEREAS,** In August 2026, Bishop Emilio Biosca appointed Father Vidal as the Vicar General and Moderator of the Curia for the Diocese of Venice in Florida; and
- WHEREAS,** While Father Vidal is taking on this major leadership role for the Diocese of Venice, his legacy in Ave Maria remains highly celebrated; and
- WHEREAS,** Father Vidal will be the guest of honor at the Ave Maria Parish Gala on January, 30, 2027.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT hereby proclaim January 30, 2027, as

FATHER VIDAL DAY

In the Ave Maria Stewardship Community District and wish to commend Father Vidal for his years of service. On behalf of the Ave Maria Stewardship Community District and residents of Ave Maria, we extend to him appreciation and gratitude for the excellent service he has provided to our community for the past several years.

PASSED AND ADOPTED this 6th day of October 2026.

ATTEST:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

ASSISTANT SECRETARY

JAY ROTH, CHAIRMAN

THOMAS DIFLORIO, VICE CHAIRMAN

ROBERT KLUCIK, SUPERVISOR

NAOMI ROBERTSON, SUPERVISOR

Ave Maria Stewardship Community District
Expenditures
October 2025 through August 2026

	Oct '25 - Aug 26	25/26 Budget	\$ Over Budget	% of Budget
Expenditures				
01-1130 · Payroll Tax Expense	535.50	734.00	-198.50	72.96%
01-1131 · Supervisor Fees	7,000.00	9,600.00	-2,600.00	72.92%
01-1310 · Engineering	107,735.00	110,000.00	-2,265.00	97.94%
01-1311 · Management Fees	67,375.00	73,500.00	-6,125.00	91.67%
01-1313 · Website Management	2,291.63	2,500.00	-208.37	91.67%
01-1314 · District Manager - on site	269,500.00	294,000.00	-24,500.00	91.67%
01-1315 · Legal Fees	108,974.61	100,000.00	8,974.61	108.98%
01-1320 · Audit Fees	19,600.00	18,600.00	1,000.00	105.38%
01-1330 · Arbitrage Rebate Fee	2,600.00	5,550.00	-2,950.00	46.85%
01-1440 · Rents & Leases	13,320.00	14,400.00	-1,080.00	92.5%
01-1441 · Travel & Lodging	10,638.40	10,000.00	638.40	106.38%
01-1450 · Insurance	124,304.00	120,000.00	4,304.00	103.59%
01-1480 · Legal Advertisements	7,078.08	8,000.00	-921.92	88.48%
01-1512 · Miscellaneous	3,509.77	10,000.00	-6,490.23	35.1%
01-1513 · Postage and Delivery	2,628.48	3,000.00	-371.52	87.62%
01-1514 · Office Supplies	1,418.20	3,500.00	-2,081.80	40.52%
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	44,487.38	50,000.00	-5,512.62	88.98%
01-1734 · Continuing Disclosure Fee	11,000.00	12,000.00	-1,000.00	91.67%
01-1735 · Assessment Roll	0.00	25,000.00	-25,000.00	0.0%
01-1890 · Reserve Expenditure	0.00	350,000.00	-350,000.00	0.0%
01-1891 · Net Change To Reserve Balance	0.00	529,562.00	-529,562.00	0.0%
02-001 · Landscape & Irrig MTE Cont	856,279.73	1,050,000.00	-193,720.27	81.55%
02-002 · Plant Replacement	122,017.62	200,000.00	-77,982.38	61.01%
02-003 · Mulch & Pinestraw	86,900.00	175,000.00	-88,100.00	49.66%
02-004 · Tree Trimming	57,600.10	80,000.00	-22,399.90	72.0%
02-005 · Irrigation Repairs	245,910.26	215,000.00	30,910.26	114.38%
02-006 · Annual Flowers	80,005.66	80,000.00	5.66	100.01%

Ave Maria Stewardship Community District
Expenditures
October 2025 through August 2026

	Oct '25 - Aug 26	25/26 Budget	\$ Over Budget	% of Budget
02-007 · Misc Landscaping	41,345.83	50,000.00	-8,654.17	82.69%
02-008 · Electricity	125,596.34	150,000.00	-24,403.66	83.73%
02-009 · Street Light Maint	103,686.90	140,000.00	-36,313.10	74.06%
02-010 · Sidewalk, Curb, Paver Repair	53,233.00	100,000.00	-46,767.00	53.23%
02-011 · Asphalt Repairs	67,689.33	75,000.00	-7,310.67	90.25%
02-012 · Striping & Traffic Markings	24,000.00	50,000.00	-26,000.00	48.0%
02-013 · Street Signs	26,121.00	35,000.00	-8,879.00	74.63%
02-014 · Street Sweeping	31,900.00	36,000.00	-4,100.00	88.61%
02-015 · Stormwater Drain Repair	32,657.14	50,000.00	-17,342.86	65.31%
02-016 · Storm Drain Cleaning	7,403.75	50,000.00	-42,596.25	14.81%
02-017 · Lake MTE - Littoral & Banks	86,940.75	80,000.00	6,940.75	108.68%
02-018 · Preserve MTE	65,183.00	115,000.00	-49,817.00	56.68%
02-019 · Pressure Washing	63,157.00	65,000.00	-1,843.00	97.17%
02-020 · Fountain MTE Repair	17,326.77	50,000.00	-32,673.23	34.65%
02-021 · Dog Waste Stations & Trash	2,591.81	6,000.00	-3,408.19	43.2%
02-022 · Small Tools	3,263.40	5,000.00	-1,736.60	65.27%
02-023 · Vehicle Fuel & MTE	6,299.21	10,000.00	-3,700.79	62.99%
02-024 · Rodent & Pest Control	13,400.00	20,000.00	-6,600.00	67.0%
02-025 · Misc MTE & Repairs	42,970.65	55,000.00	-12,029.35	78.13%
02-026 · Christmas Lights	23,500.00	23,500.00	0.00	100.0%
02-027 · Asset Mgt Support & Softw	78,290.30	140,000.00	-61,709.70	55.92%
02-028 · Professional Services	29,250.45	70,000.00	-40,749.55	41.79%
02-029 · Security Cameras	137,892.85	250,000.00	-112,107.15	55.16%
02-030 · Roundabout Uplighting	75,000.00	76,000.00	-1,000.00	98.68%
02-031 · Crosswalk Enhancements	61,590.00	100,000.00	-38,410.00	61.59%
02-032 · Streetlight Numbering	4,422.00	10,000.00	-5,578.00	44.22%
02-033 · Entry Feature Water	5,442.61	9,400.00	-3,957.39	57.9%
02-034 · Irrigation Water	125,357.94	140,000.00	-14,642.06	89.54%
02-035 · Admin Office Rent & Supplies	2.19	9,600.00	-9,597.81	0.02%
02-036 · Office Rent & Supplies	11,689.85	26,000.00	-14,310.15	44.96%

Ave Maria Stewardship Community District
Expenditures
October 2025 through August 2026

	Oct '25 - Aug 26	25/26 Budget	\$ Over Budget	% of Budget
02-037 · Cable Phone Modems	10,215.79	10,000.00	215.79	102.16%
02-038 · Base Mgmt Fee FSR	5,500.00	6,000.00	-500.00	91.67%
02-039 · Storm Cleanup & Repairs	16,291.45	112,500.00	-96,208.55	14.48%
02-041 · Operations Team Salaries	444,675.00	485,100.00	-40,425.00	91.67%
Total Expenditures	4,096,770.73	6,161,046.00	-2,064,275.27	66.5%